



AGENDA
City Council
Wednesday, September 29, 2021
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. CITIZEN COMMENTS
5. PUBLIC SAFETY BUILDING STATUS REPORT
 - 5.1. Sean Spyres, AGCM Project Manager, will provide an update regarding status of the Fire Station construction project.
6. PRESENTATIONS
 - 6.1. Presentation on the Rockwall County Road Bond Program (Requested by Mayor Pro Tem Kipphut and City Administrator Palomba)
7. CONSENT AGENDA

Items under the Consent Agenda are considered non-controversial or routine and will be adopted by one motion without separate discussion of items. Any items may be removed from the Consent Agenda and considered individually by request from any Council Member make such request prior to a motion and vote on the Consent Agenda.

 - 7.1. Approval of an Ordinance amending an Ordinance No. 2021-09 by amending sections 3 and 4 to include a division of the approved tax rate into its components for maintenance and operations and debt service. 5 - 7
[Staff Report - Amendment to Ordinance 2021-09](#)
[Proposed Amendment to Ordinance 2021-09 division of tax rate components](#)
 - 7.2. Action regarding the Minutes of September 14, 2021 City Council Meeting 8 - 17
[09.14.21 CC Meeting](#)
 - 7.3. Action regarding the Minutes of September 21, 2021 Special City Council Meeting 18 - 19
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7.4.	Budget Report August 2021 Budget Report August 2021	20 - 36
7.5.	McLendon-Chisholm Fire Rescue Report July and August 2021 Calls by Distrct July 2021 Calls by Incident Type July 2021 Calls by District August 2021 Calls by Incident Type August 2021	37 - 43
7.6.	Building Official Report August 2021 Building Official Report August 2021	44 - 49
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8.	ITEMS FOR CONSIDERATION	
8.1.	Presentation, discussion and action regarding consideration of an Interlocal Agreement between the City of McLendon-Chisholm and Rockwall County regarding an agreement permitting City of McLendon-Chisholm in partnership with Land Solutions SV LLC to pave Edwards Road beginning at the intersection of Edwards and League Rd continuing north to the city limits and also including a section of League Rd beginning at the intersection of Edwards and League continuing west to Via Toscana. (Requested by Palomba) Staff Report - Proposed Interlocal Agreement Edwards & League Road Improvements Edwards Road ILA & Exhibits	59 - 67
8.2.	Discussion and action regarding consideration of a reimbursement agreement between City of McLendon-Chisholm and Land Solutions SV LLC to include a cost share arrangement for improvements to Edwards Road including a City budgeted expenditure in the amount of \$100,000 for said improvements. (Requested by Palomba) Proposed Reimbursement Agreement Edwards Road Proposed Improvements Edwards Road Exhibit	68 - 121
8.3.	Presentation, discussion and action regarding consideration of an Ordinance annexing a portion of Pullen Road and right-of-way located east of FM 550 and West of Hwy 205, adjacent to property located within the City of McLendon-Chisholm pursuant to Subsection 43.1055 of the Texas Local Government Code. (Requested by Rockwall County) Proposed Ordinance Annexing a portion of Pullen Rd Rockwall Co. Resolution Requesting Annexation of portion of Pullen Road	122 - 132

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|-------|--|-----------|
| 8.4. | Presentation, discussion and action regarding consideration on an Interlocal Agreement for Fire Protection Services between Rockwall County and the City of McLendon-Chisholm. (Requested by Rockwall County)
<u>Proposed Interlocal Agreement for Fire Protection</u> | 133 - 137 |
| 8.5. | Presentation, discussion and action regarding adoption of the proposed City of McLendon-Chisholm Comprehensive Plan. (Requested by Palomba)
<u>Comprehensive Plan</u> | 138 - 218 |
| 8.6. | Presentation, discussion and action regarding consideration of an agreement between Kimley-Horn and Associates, Inc and the City of McLendon-Chisholm in accordance with the terms of the Master Agreement for Continuing Professional Services related to planning and development services. (Requested by Palomba)
<u>Staff Report - Proposed Agreement Kimley-Horn for Planning & Development Services</u>
<u>Proposed Agreement - Kimley Horn for Planning & Development Services</u> | 219 - 222 |
| 8.7. | Presentation, discussion and action regarding consideration of a Deposit and Reimbursement Agreement for Professional Services for the Huffines Trilogy Project between the City of McLendon-Chisholm and MC Trilogy Texas LLC.
<u>Proposed Reimbursement and Professional Services Agreement - Trilogy</u> | 223 - 235 |
| 8.8. | Presentation, discussion and action to consider a Resolution consenting to the creation of a Municipal Utility District encompassing approximately 179.05 acres of land located within the corporate limits of the City of McLendon Chisholm. (Requested by Hodges Partnership, LP)
<u>MUD Information Provided by City Attorney, Michael Halla</u>
<u>MUD Petition Background Provided by the Petitioner</u>
<u>Proposed Resolution - Consenting Creation of MUD 179 Acres In City of MC</u>
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| 8.9. | Presentation, discussion and possible action to consider a Resolution consenting to the addition of 575.14 acres of land to a Municipal Utility District located within the corporate limits of the City of McLendon-Chisholm. (Requested by Hodges Ranch Partners, Ltd.)
<u>Proposed Resolution - Addition of land to a MUD</u>
<u>Petition to Consent to Include Additional Land in a MUD</u> | 251 - 258 |
| 8.10. | Discussion and action to consider a Resolution consenting to the creation of a Municipal Utility District encompassing approximately 574.14 acres of land to be located within the cooperative limits of the City of McLendon-Chisholm. (Requested by Hodges Ranch Partners, Ltd)
<u>Proposed Resolution - Consenting to Creation of MUD 575.14 Acres</u>
<u>Petition to Consent to Include 575.14 acres in a MUD</u> | 259 - 270 |

- 8.11. Discussion and action regarding consideration of an Engagement Letter and Fee Agreement between Davidson Trulo Ream Garza, Attorney at Law and the City of McLendon-Chisholm for the purpose of advising the City regarding possible expansion of its water system to include facilities and service area. (Requested by Palomba) 271 - 275

[Proposed Letter of Engagement - Special Attorney Services](#)

- 8.12. Discussion and action to consider on an Ordinance amending the Master Fee Schedule. (Requested by Palomba) 276 - 287

[Staff Report - Proposed Ordinance Master Fee Schedule](#)

[Proposed Ordinance Amending Fee Schedule](#)

[Exhibit A - Master Fee Schedule](#)

9. REPORTS

10. UPDATES, DISCUSSION AND DIRECTION TO STAFF

11. 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.

12. 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 on or before 8:00 p.m., September 24, 2021, on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



City of McLendon-Chisholm

Approval of an Ordinance amending Ordinance No. 2021-09 by amending Sections 3 and 4 to include a division of the tax rate into its components for maintenance and operations and debt service.

DATE:

September 29, 2021

BACKGROUND OF ISSUE:

Ordinance 2021-09 was approved on August 16, 2021 adopting the tax rate of \$0.18500. A statement was inadvertently omitted from the signed ordinance. The amendment adds the breakdown of the \$0.18500 tax rate with \$0.16454 for maintenance and operations and \$0.02046 debt service.

RECOMMENDATION:

Approve as a consent item.

Lisa Palomba
City Administrator

ORDINANCE NO. _____

A ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING ORDINANCE NO. 2021-09 BY AMENDING SECTIONS 3 AND 4 TO INCLUDE A DIVISION OF THE APPROVED TAX RATE INTO ITS COMPONENTS FOR MAINTENANCE AND OPERATION AND DEBT SERVICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after holding all public hearings and properly noticing each hearing under State law, on August 16, 2021, the City Council adopted Ordinance No. 2021-09 which established the proposed tax rate for the City; and

WHEREAS, the County Appraisal District which collects the ad valorem tax levied on the City is seeking a breakdown from the City of the division of said proposed tax rate into its components of maintenance and operations and debt service; and

WHEREAS, to effectively serve the citizens and accommodate the County Appraisal District, the City Council has determined it is proper and right to amend Ordinance No. 2021-09, Sections 3 and 4 to include a division of the tax rate into its components for maintenance and operations and debt service.

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

SECTION 1. That Ordinance 2021-09-A, Sections 3 and 4 are to be amended and will read as follows:

“...

SECTION 3. That \$0.16454 of said taxes, amounting to \$976,883 shall be for the maintenance and operations of the City of McLendon-Chisholm, Texas.

SECTION 4. That \$0.02046 of said taxes, amounting to \$109,568, shall be for the purpose of paying interest and principal on the Certificates of Obligation debt for the City of McLendon-Chisholm, Texas.

...”

SECTION 2. That all ordinances of the City of McLendon-Chisholm, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of McLendon-Chisholm, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provide.

SECTION 5. That all recitals contained in this Ordinance are fully incorporated herein as if fully written.

PASSED AND APPROVED this 29th day of September 2021.

APPROVED:

By: _____
Keith Short, Mayor

ATTEST:

By: _____
Rochelle Green, City Secretary



**CITY COUNCIL MEETING
City of McLendon-Chisholm, Texas
Meeting Minutes
September 14, 2021**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, September 14, 2021, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Keith Short	Mayor
	Lorna Kipphut	Mayor Pro Tem
	Trudy Woessner	Council Member
	Dan Tucker	Council Member
	Norman Willis	Council Member
	Brian Davis	Council Member
Staff Present:	Lisa Palomba	City Administrator
	Shelly Green	City Secretary
	Michael Halla	City Attorney
	Mike Coker	City Planner

1. CALL TO ORDER

Mayor Short called the meeting to order at 6:30 p.m.

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

Council Member Willis delivered the invocation and Mayor Pro Tem Kipphut led the pledge of allegiance to the U.S. and Texas Flags.

3. CELEBRATING CONSTITUTION WEEK

3.1. Mindy Lovell, Rockwall DAR Chapter

Mayor Short asked Mindy Lovell of the Rockwall DAR Chapter to come up and he read a proclamation declaring the week of September 17 through September 23, 2021 as Constitution Week.

4. RULES OF DECORUM

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

5. CITIZEN COMMENTS

Jose De Haro, 1369 Arezzo Ln. Spoke regarding issues with RCH on his water bill and how he was treated by their staff.

Adrienne Balkum, 1518 Firenze Ct. Shared her thoughts regarding the complaints addressed in Item 7.8.

Nicole Vitters, 1336 Arezzo. Shared her grievances against RCH and their billing.

Jacob Weller, 1324 Arezzo Lane. Spoke in support of the resolution for PUC complaint.

Robert Steinhagen, 304 Pheasant Hill Dr. Highlighted several items which concern him including 7.7., the Master Fee schedule; Items 7.3 – 7.6, Council isn't prepared to address.

6. CONSENT AGENDA

6.1. Action regarding the Minutes of August 24, 2021

MOTION: APPROVE THE MINUTES AS PRESENTED

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

7. ITEMS FOR CONSIDERATION

7.8. Discussion and action regarding a Resolution directing the City Administrator to file a complaint with the Public Utility Commission of Texas for various reprehensible actions by RCH Water Supply causing a danger to the health, safety and welfare of citizens of McLendon-Chisholm.

MOTION: APPROVE A RESOLUTION DIRECTING THE CITY ADMINISTRATOR TO FILE A COMPLAINT WITH THE PUBLIC UTILITY COMMISSION OF TEXAS FOR VARIOUS REPREHENSIBLE ACTIONS BY RCH WATER SUPPLY CAUSING A DANGER TO THE HEALTH, SAFETY, AND WELFARE OF CITIZENS OF McLENDON-CHISHOLM.

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

7.1. Discussion and action regarding the request of Keiffer Living Trust for approval of a replat for a two-lot subdivision totaling 10 acres of land, located at 4047 West FM 550, McLendon-Chisholm, Texas; and, acceptance of a 10-foot right of way dedication for the future expansion of 550 adjacent to the subject property.

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City Planner Coker presented his staff report on this item:

Applicant: Luke Keiffer

Location: 4047 W. FM 550, McLendon-Chisholm, Texas

Request:

The applicant is requesting approval of a final plat for a two-lot subdivision totaling 10 acres of land, located at 4047 West FM 550, McLendon-Chisholm, Texas and acceptance of a 10-foot right of way dedication for the future expansion of FM 550 adjacent to the subject properties.

Property Owner: Keiffer Living Trust

Representative: Luke Keiffer

Planning and Zoning Commission Recommendation: At their September 9, 2021 meeting the Planning and Zoning Commission recommended approval of the request.

Staff Recommendation: Approval

Background Information:

The subject property is a ten [10] acre tract of land located at 4047 W FM 550. [Rockwall CAD No. 21930]. This is currently a platted lot identified as Lot 1, Block A, Samples Subdivision. The requested replat provides for new Lot 1 and Lot 2, Block A, Samples Subdivision and a right of way dedication of 10 feet for the future expansion of FM 550.

The applicant requested a variance to the required street frontage for proposed lot 2 and the Board of Adjustment approved the requested 51.91-foot reduction to the required 300 feet of frontage subject to the condition that the applicant submit a replat for the property and provide the dedication of right of way for the future widening of FM 500.

The proposed two and one-half acre lot [Lot 1] will contain more than the required 300-foot minimum frontage on the public right of way. The larger lot [Lot 2] has two points of connection with the right of way separated by Lot 1 and the combined frontages of Lot 2 does not provide for the 300 feet of street frontage. The ordinance does not require that the 300 feet be contiguous, so a combination of linear frontages on the same lot would satisfy the code requirement if they equal 300 feet. In this case, the total combined linear footage adds up to 248.09 linear feet, leaving the lot 51.91 feet short of the required 300 feet.

Zoning:

The Agriculture zoning district required a minimum residential lot size of 2.5 acres of land and minimum lot frontage of 300 feet adjacent to the street right of way.

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Thoroughfares/streets:

FM 550 is a two-lane undivided thoroughfare. The Thoroughfare Plan calls for FM 550 to be a four-lane undivided thoroughfare with a right of way of 100 to 120 feet. Rockwall County maps show the existing right of way to be 80 feet adjacent to the subject property. When the property is re-platted into two lots, the City will require an additional 10 feet of right of way between the existing right of way and the new property lines.

MOTION: APPROVE THE REQUEST OF KEIFFER LIVING TRUST FOR APPROVAL OF A TWO-LOT SUBDIVISION TOTALING 10 ACRES OF LAND, LOCATED AT 4047 WEST FM 550, McLendon-Chisholm, Texas AND ACCEPTANCE OF A 10-FOOT RIGHT OF WAY DEDICATION FOR THE FUTURE EXPANSION OF FM 550 ADJACENT TO THE SUBJECT PROPERTY.

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

- 7.2. Discussion and action regarding the request of Pamela C. Bazzell for a replat of four [4] residential lots [Lots 10, 11, 25, and 26, Frontier Meadows subdivision] and a 15-foot wide by 387-foot-long portion of Frontier Trail [fenced, gated, and being used as the private driveway for the house being claimed through adverse possession] into one 25.892-acre residential lot.

City Planner Coker presented his report on this item:

Applicant: Pamela Bazzell
Location: 100 Serene Haven, McLendon-Chisholm, Texas

Request:

The applicant is requesting a replat of four [4] residential lots [Lots 10, 11, 25, and 26, Frontier Meadows subdivision] and a 15-foot wide by 387-foot-long portion of Frontier Trail [fenced, gated, and being used as the private driveway for the house being claimed through adverse possession] into one 25.892-acre residential lot.

Property Owner: Pamela C. Bazzell
Representative: Pamela C. Bazzell

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the application at their meeting of September 9, 2021.

Staff Recommendation: Approval

Background Information:

The subject property is located at the northwesterly portion of Frontier Trail. It is currently comprised of four residential lots and a 15-foot-wide driveway [part of the platted Frontier Meadows right of way providing access to the current Lot 25].

The zoning district designation for the subject site and surrounding area is SF 2.5. This zoning district requires a minimum lot size of 2.5 acres of land. The total acreage of the proposed replat of the existing four lots into one lot is a little less than 26 acres of land. The replated property will have a front yard adjacent to Frontier Trail for the entirety of current Lots 10 and 11.

The new lot will be identified as Lot 10R of the Frontier Meadows subdivision. This application is being considered as a final plat subsequent to the provision of the Subdivision Regulations providing that the preliminary and final plats may be combined as shown highlighted in yellow in the Final Plat requirements shown later in this report.

[Note: The applicant made a request to the Board of Adjustment regarding accessory structures to be located within the front yard of the replated property. The staff report for that request is attached at the end of this report to provide additional information regarding this property. The Board of Adjustment approved the two variances requested.]

Inclusion of the 15 foot by 387-foot portion of the current Frontier Meadows subdivision shown as part of the access to the existing lot 25 is based upon the fact that this 15-foot access has been used by Lot 25 since construction of the house in 2008 and has been gated to restrict access to the right of way since that time.

Adverse possession requirements in the State of Texas: According to Texas Civil Practice & Remedies Code, Section 16.026, the claim of adverse possession may be claimed following at least ten [10] years of care of the property. In this case, the property has been gated and cared for by the owner of Lot 25 since at least 2008, more than 10 years.

MOTION: **Approve the request of Pamela C. Bazzell for a replat of four [4] residential lots [Lots 10, 11, 25, and 26, Frontier Meadows subdivision] and a 15-foot wide by 387- foot- long portion of Frontier Trail [fenced, gated, and being used as the private driveway for the house being claimed through adverse possession] into one 25.892-acre residential lot.**

MADE BY: **Council Member Kipphut**
SECONDED BY: **Council Member Davis**
APPROVAL: **Unanimous**

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8. EXECUTIVE SESSION

- 8.1. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City 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 regarding a Development Agreement between Hodges Ranch Partner, Ltd. A Texas limited partnership, Hodges Partnership, LP a Texas Limited Partnership and Warren Hodges, Independent Executor of the Estate of Evelyn Hodges, Deceased and the City of McLendon-Chisholm as related to a Development Agreement for approximately 179 acres located in the City of McLendon-Chisholm, and 580 acres located in McLendon-Chisholm's Extraterritorial Jurisdiction (ETJ) and 139 acres in the City of Heath. The proposed project site is generally located north of Pullen Road and east of FM 550, south of Rabbit Ridge Road and extending east to Horizon Road in the City of Heath. Property includes tracts/parcels of land situated in the J Simmons Survey, Abstract No. 202, the WW Ford Survey Abstract No. 80 and the Rodriguez Survey Abstract No. 231.
- 8.2. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) consultation with City 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 regarding a request by Hodges Ranch Management, LLC, a Texas limited partnership for consideration of a Petition for Consent to Include Land in a Municipal Utility District tract or parcels of land situated in the J. Simmons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80 and the A. Rodriguez Survey, Abstract No. 231.
- 8.3. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City 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 regarding water utility services in McLendon-Chisholm.

The Council recessed into Executive Session at 7:19 p.m.

Mayor Short had to leave for work and Mayor Pro Tem Kipphut conducted the remainder of the agenda.

8.4. Reconvene Regular Meeting

The Council reconvened into the regular meeting at 9:38 p.m.

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8.5. Executive Session Action

No Action Taken on Items 8.1, 8.2, and 8.3.

- 7.3. Discussion and action regarding consideration of an Interlocal Agreement between the City of McLendon-Chisholm and Rockwall County regarding an agreement permitting City of McLendon-Chisholm in partnership with Land Solutions SV LLC to pave Edwards Road beginning at the intersection of Edwards and League Rd continuing north to the city limits.

MOTION: APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF McLENDON-CHISHOLM AND ROCKWALL COUNTY REGARDING AN AGREEMENT PERMITTING CITY OF McLENDON-CHISHOLM IN PARTNERSHIP WITH LAND SOLUTIONS SV LLC TO PAVE EDWARDS ROAD BEGINNING AT THE INTERSECTION OF EDWARDS AND LEAGUE RD CONTINUING NORTH TO THE CITY LIMITS

MADE BY: Council Member Tucker

SECONDED BY: Council Member Willis

DENIAL: Motion Failed By a Vote of 2 AYES (Council Members Kipphut and Tucker) and 3 NAYES (Council Members Willis, Davis, and Woessner)

- 7.4. Discussion and action regarding consideration of a reimbursement agreement between City of McLendon-Chisholm and Land Solutions SV LLC to include a cost share arrangement for improvements to Edwards Road including a City budgeted expenditure in the amount of \$100,000 for said improvements.

NO MOTION PRESENTED

- 7.5. Discussion and action regarding consideration of an Ordinance annexing a portion of Pullen Road and right-of-way located east of FM 550 and West of Hwy 205, adjacent to property located within the City of McLendon-Chisholm pursuant to Subsection 43.1055 of the Texas Local Government Code.

MOTION: APPROVE AN ORDINANCE ANNEXING A PORTION OF PULLEN ROAD AND RIGHT-OF-WAY LOCATED EAST OF FM 550 AND WEST OF HWY 205, ADJACENT TO PROPERTY LOCATED WITHIN THE CITY OF McLENDON-CHISHOLM PURSUANT TO SUBSECTION 43.1055 OF THE TEXAS LOCAL GOVERNMENT CODE.

MADE BY: Council Member Willis

SECONDED BY: Council Member Tucker

DENIAL: Motion failed by a vote of 2 Ayes (Council Members Kipphut and Tucker) and 3 Nays (Council Members Willis, Davis, Woessner)

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- 7.6. Discussion and action regarding consideration of an Ordinance annexing a portion of Smith Road between Connie Lane and Klutts Road and a portion of Klutts Road from the intersection of Smith Rd and Klutts Road continuing east to the city limits.

MOTION: APPROVAL OF AN ORDINANCE ANNEXING A PORTION OF SMITH ROAD BETWEEN CONNIE LANE AND KLUTTS ROAD AND A PORTION OF KLUTTS ROAD FROM THE INTERSECTION OF SMITH RD AND KLUTTS ROAD CONTINUING EAST TO THE CITY LIMITS.

MADE BY: Council Member Davis

SECONDED BY: Council Member Tucker

DENIAL: Motion failed by a vote of 2 Ayes (Council Members Kipphut and Tucker) and 3 Nays (Council Members Willis, Davis, Woessner)

- 7.7. Discussion and action regarding consideration on an Ordinance amending the Master Fee Schedule.

No Action Taken – Item to be placed on September 29th agenda.

9. UPDATES, DISCUSSION AND DIRECTION TO STAFF

No updates, discussion, or direction to staff.

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

Council Member Woessner reported that she will begin preparing for Christmas soon.

Council Member Davis suggested that staff look into other software solutions for our streaming issues. City Administrator Palomba responded that we are working closely with Argent to get the issues fixed.

Council Member Tucker reported on the seminar he and Mayor Pro Tem Kipphut attended that was presented by TML. It was a meeting to discuss problems that smaller cities face. He also has a two-day seminar on economic development coming up.

11. ADJOURN

There being no further business to discuss, Mayor Pro Tem Kipphut adjourned the meeting at 11:00 p.m.

APPROVED:

Keith Short, Mayor

Rochelle Green, City Secretary



**SPECIAL CITY COUNCIL MEETING
City of McLendon-Chisholm, Texas
Meeting Minutes
September 21, 2021**

The City Council of the City of McLendon-Chisholm convened in Special Session on Tuesday, September 21, 2021, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Lorna Kipphut	Mayor Pro Tem
	Trudy Woessner	Council Member
	Dan Tucker	Council Member
	Brian Davis	Council Member
	Norman Willis	Council Member
ABSENT:	Keith Short	Mayor
Staff Present:	Lisa Palomba	City Administrator
	Shelly Green	City Secretary

1. CALL TO ORDER

Mayor Pro Tem Kipphut called the meeting to order at 6:30 p.m.

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

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

3. RULES OF DECORUM

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

4. CITIZEN COMMENTS

Jacob Weller, 1324 Arezzo Ln. Requested for any future landscaping in McLendon-Chisholm to be "edible" i.e. fruit trees and bushes.

5. PUBLIC HEARING

5.1. The City Council will hold a public hearing to receive input on the proposed McLendon-Chisholm Comprehensive Plan, 2021-2040

Mayor Pro Tem Kipphut opened the public hearing and asked for any comments on the Comprehensive Plan.

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Mayor Pro Tem Kipphut announced that on September 29th the Council will discuss and take action on adopting the Comp Plan.

Mayor Pro Tem Kipphut closed the public hearing at 6:34.

6. ADJOURN

Mayor Pro Tem Kipphut adjourned the meeting at 6:34 p.m.

APPROVED:

Lorna Kipphut, Mayor Pro Tem

Rochelle Green, City Secretary

City of McLendon Chisholm
General Fund Financial Summary
For the eleven months ended August 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	August 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget	August 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget
Revenue								
302 · Franchise Income	16,423	\$ 202,568	104%	\$ 195,000	978	\$ 176,460	94%	\$ 187,000
303 · Development Income	3,750	108,200	721%	15,000	900	73,470	490%	15,000
304 · Building Permit Income	62,369	711,841	102%	696,127	86,720	832,958	252%	330,000
305 · Municipal Court Income	1,500	4,206	- %	500		-	0%	1,800
306 · Interest Income	88	5,543	22%	25,000	1,673	22,346	- %	18,500
307 · Sign Permit Income		-	- %	-	-	50	- %	100
308 · Septic Fees	1,050	10,900	99%	11,000	1,300	15,075	193%	7,800
309 · Food Enforcement		1,200	100%	1,200		1,200	96%	1,250
310 · Sales Tax Revenue	39,028	512,526	150%	341,608	32,029	321,740	156%	205,750
311 · PID Admin Expense Reimbursement		-	- %	-		-	- %	-
313 · Donations	90	(130)	-26%	500	90	956	159%	600
314 · Copies Public Inf. Income		20	- %	100		-	- %	130
315 · Miscellaneous Income	25	119,004	101%	118,000		-	- %	-
317 · Ad Valorem Tax	1,350	624,704	113%	551,083	899	599,093	111%	537,708
318 · Tax Certifications		-	- %	-		74	- %	75
321 · Credit Card Fee Revenue	463	2,033	257%	790	182	1,402	255%	550
325 · Hotel Occupancy Tax	1,631	4,173	- %	-				
Transfer from Fire Capital Fund		10,355	- %	410,465				
Transfer from Unassigned Surplus			- %	50,835				
Total Revenue	\$ 127,767	\$ 2,317,142	96%	\$ 2,417,208	\$ 124,770	\$ 2,044,823	96%	\$ 1,306,263

City of McLendon Chisholm
General Fund Financial Summary
For the eleven months ended August 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	August 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget	August 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget
Expenditures								
Operating Expenditures								
401 · Municipal Court		\$ 230	23%	\$ 1,000	\$ -	\$ -	- %	\$ 50
402 · Election Expense		8,157	33%	25,000		-	- %	12,250
410 · Building Inspections	5,675	125,175	75%	167,264	19,075	179,927	153%	117,742
411 · Environment Regulation Expense	750	13,141	244%	5,375	350	8,180	131%	6,255
41202 · CE Salary	2,007	19,605	65%	30,000				
41203 · CE Fuel		42	- %	-				
41204 · CE Vehicle Repairs & Maint	15	1,953	- %	-				
41205 · CE Supplies		1,058	- %	-				
414 · Animal Control	1,590	17,490	91%	19,196	1,590	1,590	- %	18,000
415 · Section 380 Grant Program	(5,973)	70,417	903%	7,800		24,029	- %	3,800
416 · Bad Debt		-	- %	-		-	- %	-
418 · Membership Fees		2,079	104%	2,000		1,662	106%	1,575
422 · Public Notice Expense	666	7,460	63%	11,750	-	5,267	58%	9,150
423 · Community Functions		550	55%	1,000		7,290	1458%	500
426 · Appraisal District Collection	2,419	9,676	129%	7,500	1,903	7,612	152%	5,000
429 · Street Lights	(1)	2,708	93%	2,900				
430 · Public Safety	(2,998)	515,517	89%	581,318	39,251	(4,183,691)	-1365%	306,555
Total 400 Operating Expenditures	4,151	\$ 795,256	92%	\$ 862,103	\$ 62,169	\$ (3,948,136)	-821%	\$ 480,877
Occupancy Expenditures								
502 · Electricity	657	\$ 3,490	120%	\$ 2,900	293	2,527	94%	\$ 2,700
506 · Water	268	3,030	30%	10,239	332	6,604	165%	4,000
510 · Propane Gas		-	0%	870		-	- %	788
512 · Trash Pick up		-	0%	-	662	1,062	- %	1,344
514 · Building Maint/Improvements	323	11,396	95%	12,000	2,538	11,508	94%	12,200

City of McLendon Chisholm
General Fund Financial Summary
For the eleven months ended August 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	August 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget	August 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget
516 · Lawn Maintenance	685	7,535	94%	8,000	685	7,535	89%	8,500
518 · Janitorial		-	- %	-		-	- %	-
520 · Telephone & Internet	785	8,374	101%	8,300	709	7,344	106%	6,900
522 · Website Expense	(180)	300	12%	2,500		1,258	126%	1,000
522.1 · Website Design/Redesign		7,000	70%	10,000				
522.2 · Audio/Video Chamber Updates		21,240	50%	42,280				
Total 500 Occupancy Expenditures	\$ 2,538	\$ 62,363	64%	\$ 97,089	\$ 5,219	\$ 37,838	64%	\$ 37,432
General & Administrative Expenditures								
603 · Citizen Recognition	-	-	- %	-	-	-	- %	-
604 · Municipal Manuals, Books & Maps		158	32%	500	-	346	138%	250
606 · Employee Costs	17,989	213,879	96%	222,187	16,932	178,654	80%	222,455
618 · Liability Insurance		5,563	96%	5,821		5,292	70%	7,517
619 · Software Subscriptions	925	24,178	65%	37,100	12,791	32,823	173%	19,000
621 · IT Support	900	9,275	133%	7,000	775	7,650	139%	5,500
622 · Office Supplies - City Hall	266	5,313	152%	3,500	513	3,139	105%	3,000
623 · Office Equipment	339	2,152	24%	8,900	149	2,963	114%	2,600
624 · Office Equip Maintenance	990	4,113	91%	4,500		2,898	193%	1,500
625 · Printed Materials	395	958	48%	2,000	1,046	4,060	239%	1,700
626 · Postage-City Hall	116	2,709	181%	1,500	119	930	66%	1,410
628 · Bank Fees	141	1,860	93%	2,000	107	1,519	101%	1,500
630 · Legal & Professional								
63001-Accounting & Payroll services	5,000	55,000	92%	60,000	4,454	48,771	93%	52,514
63002 - Financial Audit		-	0%	16,000		15,000	100%	15,000
63003 - Legal	3,525	31,007	78%	40,000	4,925	31,597	79%	40,000
63005 - City Planner	5,000	47,165	189%	25,000	7,050	23,020	51%	45,000
63005.1 - Comprehensive Plan	1,234	76,581	106%	71,950				

City of McLendon Chisholm
General Fund Financial Summary
For the eleven months ended August 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	August 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget	August 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget
63008 - Financial Consulting	3,953	22,187	85%	26,000	2,628	26,414	- %	26,000
63009 - Engineering		1,800	7%	25,000		6,574	- %	15,000
632 - Emergency Management		1,231	- %	-		-	- %	-
645 - Transcription Services		-	- %	-		-	- %	-
646 - Mileage Expense		515	69%	750		281	56%	500
647 - Council Meetings & Development		367	46%	800	5	874	134%	650
648 - Training	1,366	4,625	66%	7,000		2,187	32%	6,750
649 - Expense Account - City Administrator		-	- %	-		-	0%	-
650 - Expense Account - Mayor	(149)	(149)	- %	-		-	0%	-
652 - Staff Appreciation		-	0%	800		650	76%	850
655 - Code of Ordinance		-	0%	4,000		3,360	96%	3,500
699 - Miscellaneous Expense	(141)	298	- %	-	200	239	0%	-
						-		
Total G & A Expenditures	\$ 41,849	\$ 510,785	89%	\$ 572,308	\$ 51,694	399,242	89%	\$ 472,196
700 - Capital Expenditures - Public Safety		\$ 10,355	3%	\$ 410,465		\$ 13,324	89%	\$ 15,000
700 - Capital Expenditures - Operating		54,565	99%	55,000		31,160	89%	35,000
Transfer to Capital Projects Fund		420,768	100%	420,243		-	-	-
Total Capital Expenditures	\$ -	\$ 485,688	55%	\$ 885,708	\$ -	\$ 44,484	89%	\$ 50,000
Total Expenditures	\$ 48,537	\$ 1,854,092	77%	\$ 2,417,208	\$ 119,082	\$ (3,466,572)	77%	\$ 1,040,505
Surplus (Deficit)	\$ 79,230	\$ 463,050	0%	\$ -	\$ 5,688	\$ 5,511,395	0%	\$ 265,758

City of McLendon Chisholm
Utility Fund Financial Summary
For the eleven months ended August 31, 2021

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	August 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget	August 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget
Revenue								
306 · Interest Income	\$ 16	\$ 582	10%	\$ 6,000	\$ 180	\$ 6,304	65%	\$ 9,750
Sewer Utility Revenue								
32200 · Sewer Usage Fees	31,869	\$ 341,624	111%	306,625	28,132	270,549	118%	228,360
32201 · Sewer Tap Fees	51,000	297,000	91%	327,000	45,000	387,000	538%	72,000
32204 · Sewer Deposit Refunds	200	(1,884)	223%	(845)	(145)	(818)	74%	(1,100)
Total Revenue	\$ 83,085	\$ 637,323	100%	\$ 638,780	\$ 73,167	\$ 663,035	215%	\$ 309,010
Expenditures								
Operation & Maintenance Expenditures								
Sewer Operation & Maintenance								
41304 · O&M Agreement	3,919	\$ 41,183	90%	\$ 46,000	3,555	\$ 36,682	109%	\$ 33,570
41305 · O&M Maintenance	3,011	34,200	87%	\$ 39,500	6,764	33,455	93%	\$ 36,000
41308 · Electricity	9	99	66%	150	9	99	0%	-
41310 · Sewer Treatment	24,000	278,998	92%	304,000	22,615	167,608	72%	231,794
41312 · Tap Fee Developer Rebate	30,600	178,200	91%	196,200	27,000	232,200	538%	43,200
Total Operations Expenditures	\$ 61,539	\$ 532,680	91%	\$ 585,850	\$ 59,943	\$ 470,044	136%	\$ 344,564
600 · General & Administrative Exp	\$ 1,274	\$ 14,045	92%	\$ 15,293	\$ 10,543	\$ 54,278	388%	\$ 14,000
Total Expenditures	62,813	\$ 546,725	91%	\$ 601,143	70,486	\$ 524,322	146%	\$ 358,564
Surplus (Deficit)	20,273	\$ 90,598	241%	\$ 37,637	2,681	\$ 138,713	0%	\$ (49,554)

City of McLendon Chisholm
Interest Sinking Fund Financial Summary
For the eleven months ended August 31, 2021

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	August 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2020-2021 Budget	August 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget
Revenue								
Ad Valorem Tax								
317 · Ad Valorem Tax	\$ 440	168,037	114%	\$ 147,552	\$ 278	\$ 117,908	110%	\$ 107,426
306 · Interest Income	328	3,716	- %	6,900	253	9,361	- %	3,250
Transfer from Excess Bond Proceeds		-	- %	-		-	- %	-
Transfer From Interest & Sinking Surplus		-	- %	-		-	- %	30,968
Total Revenue and Transfers In	\$ 768	\$ 171,753	111%	\$ 154,452	\$ 531	\$ 127,269	90%	\$ 141,644
Expenditures								
628 · Bank Fees Expense		\$ 350		\$ 5,850	\$ -	\$ 4,350		0
660 · Bond Interest Expense	4,693	51,623	92%	\$ 56,312	4,823	\$ 53,053	91%	\$ 58,113
802 · Bond Cost Amortization		-	- %	-		\$ (0)	- %	2,912
803 · Bond Premium Amortization	(757)	(8,329)	- %	-	(782)	\$ (8,600)	- %	(9,381)
Transfer To Bond Principal		90,000	100%	90,000		\$ 90,000	100%	90,000
Transfer to Early Redemption Sinking Fund			- %	-		\$ -	- %	-
Total Expenditures and Transfers Out	\$ 3,936	\$ 133,644	88%	\$ 152,162	\$ 4,041	\$ 138,803	98%	\$ 141,644
Surplus (Deficit)	\$ (3,168)	\$ 38,109	1664%	\$ 2,290	\$ (3,510)	\$ (11,534)	- %	\$ -

City of McLendon Chisholm
Capital Projects Fund Financial Summary
For the eleven months ended August 31, 2021

	Current Period Revenue & Expenditures			
	August 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
Revenue				
315 · Miscellaneous Income	0	18,201		0
Total Revenue	<u>0</u>	<u>18,201</u>		
700 · Capital Expenditures - Public Safety	\$ 429,598	2,626,170	65%	\$ 4,054,935
700 · Capital Expenditures - Utility Fund		420,768	100%	420,243
Total Expenditures	<u>\$ 429,598</u>	<u>\$ 3,046,938</u>	<u>68%</u>	<u>\$ 4,475,178</u>
Surplus/(Deficit)	<u>\$ (429,598)</u>	<u>\$ (3,028,737)</u>		

City of McLendon Chisholm
Public Safety Detail Report
For the eleven months ended August 31, 2021

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	YTD
Revenue												
306 · Interest Income												
30600 · Alliance Interest Income	0.00	0.00	0.00	0.00	13.96	10.29	4.62	7.10	4.54	1.31	36.21	78.03
Total 306 · Interest Income	0.00	0.00	0.00	0.00	13.96	10.29	4.62	7.10	4.54	1.31	36.21	78.03
313 · Donations	0.00	0.00	0.00	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	3,500.00
316 · County Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,500.00	77,500.00
319 · Grants	10,685.36	12,983.36	10,691.59	11,030.30	11,646.42	10,898.58	11,168.18	11,134.57	10,919.87	10,038.77	10,742.91	121,939.91
Total Income	10,685.36	12,983.36	10,691.59	13,530.30	11,660.38	10,908.87	11,172.80	11,141.67	10,924.41	10,040.08	89,279.12	203,017.94
Gross Profit	10,685.36	12,983.36	10,691.59	13,530.30	11,660.38	10,908.87	11,172.80	11,141.67	10,924.41	10,040.08	89,279.12	203,017.94
Expense												
430 · Public Safety												
43001 · Liability Insurance	7,748.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,748.86
43002 · Fuel	802.67	900.30	902.31	867.43	1,148.15	1,396.02	1,292.95	1,175.52	1,278.35	1,210.22	1,235.43	12,209.35
43003 · Maintenance & Repair - Vehicles	2,743.20	2,204.89	1,625.60	6,481.08	62.75	2,618.27	16,127.65	984.70	2,199.76	57.40	13,145.29	48,250.59
43004 · Maintenance & Repair - Station	354.39	1,427.50	280.90	691.00	702.85	483.16	281.17	975.00	350.94	446.72	825.00	6,818.63
43005 · Gear and Supplies	4,758.26	597.67	1,159.64	1,060.47	334.13	3,236.94	549.48	713.08	621.59	679.79	2,540.44	16,251.49
43006 · Compliance	1,140.28	857.65	0.00	328.79	2,631.10	911.00	0.00	0.00	0.00	0.00	435.00	6,303.82
43007 · Communications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,549.26	17,549.26
43008 · Dispatch	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
43009 · Training	382.93	0.00	299.00	65.50	0.00	0.00	367.95	2,918.51	72.00	31.64	64.00	4,201.53
43010 · Software	0.00	0.00	0.00	0.00	132.16	-39.65	0.00	0.00	0.00	0.00	0.00	92.51
43030 · EMS	1,794.66	0.00	0.00	1,219.66	0.00	0.00	1,219.66	0.00	1,219.66	0.00	0.00	5,453.64
43035 · Street Lights	247.39	494.78	246.64	278.14	234.60	234.60	246.33	-1,982.48	0.00	0.00	0.00	0.00
Total 430 · Public Safety	29,972.64	6,482.79	4,514.09	10,992.07	5,245.74	8,840.34	20,085.19	4,784.33	5,742.30	2,425.77	35,794.42	134,879.68
500 · Occupancy Expenditures												
502 · Electricity	328.39	416.95	207.63	258.70	351.28	484.91	382.72	216.50	226.94	346.64	606.30	3,826.96
506 · Water	35.12	35.78	49.47	52.08	42.46	56.03	43.22	137.44	120.86	139.62	162.62	874.70
516 · Lawn Maintenance	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00
520 · Telephone & Internet	189.66	199.73	199.73	190.01	190.01	215.71	205.79	215.86	215.86	215.71	205.64	2,243.71
Total 500 · Occupancy Expenditures	553.17	712.46	456.83	500.79	583.75	756.65	631.73	569.80	563.66	701.97	974.56	7,005.37
600 · General & Administrative Exp												
606 · Employee Costs												
60601 · Staff Salaries	54,456.49	39,427.86	34,238.52	34,355.74	37,561.24	38,950.05	52,448.78	36,902.03	34,442.67	29,314.43	35,783.44	427,881.25
60602 · Hourly PTO 0 - 36 months	818.40	0.00	409.20	1,294.44	0.00	0.00	0.00	0.00	4,505.12	0.00	758.40	7,785.56
60604 · Holiday Pay	0.00	0.00	982.44	0.00	0.00	1,258.56	419.52	0.00	0.00	1,134.39	0.00	3,794.91
60605 · Hourly FF Banked Holiday Pay	1,227.60	0.00	818.40	0.00	0.00	0.00	838.75	0.00	690.46	0.00	0.00	3,575.21
60609 · Payroll Tax Expense	4,170.34	2,912.14	2,692.35	2,631.23	2,769.34	2,979.98	3,964.63	2,727.05	2,581.38	2,400.80	2,716.29	32,545.53

City of McLendon Chisholm
Public Safety Detail Report
For the eleven months ended August 31, 2021

60612 · Retirement Plan Contributions	624.38	460.94	413.58	1,801.43	2,088.81	2,204.50	2,877.27	1,958.81	2,218.80	1,945.10	2,072.63	18,666.25
60613 · Health Insurance Expense	4,543.26	4,827.23	4,827.23	4,827.23	4,827.23	4,827.23	4,478.38	4,827.23	4,827.23	2,957.71	7,618.08	53,388.04
60614 · Dental Insurance Expense	352.26	352.26	352.26	352.26	352.26	352.26	325.16	352.26	352.26	185.01	543.18	3,871.43
60615 · Vision Insurance	41.04	41.04	41.04	41.04	41.04	47.88	47.88	47.88	47.88	47.88	20.52	465.12
60616 · Disability Insurance	1,319.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,319.64
60618 · Salary PTO 0 - 36 months												
60618.1 · Salary PTO 37 - 84 months	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,678.34	0.00	1,678.34
Total 60618 · Salary PTO 0 - 36 months	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,678.34	0.00	1,678.34
60621 · Unemployment Benefits	0.00	21.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.84
Total 606 · Employee Costs	67,553.41	48,043.31	44,775.02	45,303.37	47,639.92	50,620.46	65,400.37	46,815.26	49,665.80	39,663.66	49,512.54	554,993.12
618 · Insurance												
61803 · Workmen's Comp Ins	13,619.62	0.00	0.00	0.00	3,837.00	0.00	0.00	0.00	0.00	0.00	0.00	17,456.62
Total 618 · Insurance	13,619.62	0.00	0.00	0.00	3,837.00	0.00	0.00	0.00	0.00	0.00	0.00	17,456.62
619 · Software Subscriptions	2,289.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,289.26
628 · Bank Fees												
62806 · Interest Expense	0.00	0.00	1,124.76	0.00	0.00	0.00	0.00	0.00	567.94	0.00	0.00	1,692.70
Total 628 · Bank Fees	0.00	0.00	1,124.76	0.00	0.00	0.00	0.00	0.00	567.94	0.00	0.00	1,692.70
652 · Staff Appreciation	0.00	0.00	38.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.84
699 · Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00	0.00	0.00	180.00
Total 600 · General & Administrative Exp	83,462.29	48,043.31	45,938.62	45,303.37	51,476.92	50,620.46	65,400.37	46,815.26	50,413.74	39,663.66	49,512.54	576,650.54
700 · Capital Expenditures												
70004 · Fire Equipment	0.00	0.00	0.00	10,355.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,355.20
Total 700 · Capital Expenditures	0.00	0.00	0.00	10,355.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,355.20
Total Expense	113,988.10	55,238.56	50,909.54	67,151.43	57,306.41	60,217.45	86,117.29	52,169.39	56,719.70	42,791.40	86,281.52	728,890.79
Net Ordinary Income	-103,302.74	-42,255.20	-40,217.95	-53,621.13	-45,646.03	-49,308.58	-74,944.49	-41,027.72	-45,795.29	-32,751.32	2,997.60	-525,872.85
Net Surplus/(Deficit)	-103,302.74	-42,255.20	-40,217.95	-53,621.13	-45,646.03	-49,308.58	-74,944.49	-41,027.72	-45,795.29	-32,751.32	2,997.60	-525,872.85

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2021

	Capital Projects Fund	General Fund	Interest and Sinking Fund	Public Safety	Utilities Fund
Revenue					
302 · Franchise Income					
30204 · AT&T	0.00	485.83	0.00	0.00	0.00
30205 · Suddenlink Cable	0.00	1,042.05	0.00	0.00	0.00
30213-1 · Community Waste Disposal	0.00	9,369.32	0.00	0.00	0.00
30216 · Atmos Energy	0.00	5,432.41	0.00	0.00	0.00
30221 · CEBridge	0.00	96.55	0.00	0.00	0.00
Total 302 · Franchise Income	0.00	16,426.16	0.00	0.00	0.00
303 · Development Income					
30301 · BOA	0.00	400.00	0.00	0.00	0.00
30304 · Plat Income	0.00	3,350.00	0.00	0.00	0.00
Total 303 · Development Income	0.00	3,750.00	0.00	0.00	0.00
304 · Building Permit Income					
30401 · Contractor Registration Fee Inc	0.00	400.00	0.00	0.00	0.00
30404 · Inspection Income	0.00	8,325.00	0.00	0.00	0.00
30405 · Building Permit & Plan Review	0.00	53,194.08	0.00	0.00	0.00
30408 · Swimming Pool Permits	0.00	450.00	0.00	0.00	0.00
Total 304 · Building Permit Income	0.00	62,369.08	0.00	0.00	0.00
305 · Municipal Court Income	0.00	1,500.00	0.00	0.00	0.00
306 · Interest Income					
30600 · Alliance Interest Income	0.00	19.56	0.00	36.21	2.19
30602 · Logic Interest Income	0.00	68.58	1.11	0.00	14.21
30603 · Tex Pool Interest Income	0.00	0.31	0.00	0.00	0.00
30607 · Wilmington Accrued Int Income	0.00	0.00	326.69	0.00	0.00
Total 306 · Interest Income	0.00	88.45	327.80	36.21	16.40
308 · Septic Fees					
30801 · OSSF Fee Income	0.00	1,050.00	0.00	0.00	0.00
Total 308 · Septic Fees	0.00	1,050.00	0.00	0.00	0.00
310 · Sales Tax Revenue	0.00	39,027.84	0.00	0.00	0.00
313 · Donations					
313.2 · Veterans Memorial Fundraising C	0.00	90.00	0.00	0.00	0.00

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2021

	Capital Projects Fund	General Fund	Interest and Sinking Fund	Public Safety	Utilities Fund
313 · Donations - Other	0.00	0.00	0.00	1,000.00	0.00
Total 313 · Donations	0.00	90.00	0.00	1,000.00	0.00
315 · Miscellaneous Income	0.00	25.00	0.00	0.00	0.00
316 · County Contract	0.00	0.00	0.00	77,500.00	0.00
317 · Ad Valorem Tax					
31701 · Ad Valorem Tax - M&O	0.00	1,117.05	0.00	0.00	0.00
31702 · Ad Valorem Tax - City Hall	0.00	0.00	299.09	0.00	0.00
31703 · Ad Valorem Refunds - M&O	0.00	-150.84	0.00	0.00	0.00
31705 · Ad Valorem Tax - Prior Years	0.00	223.47	109.93	0.00	0.00
31706 · Ad Valorem Tax - Penalty	0.00	70.22	24.84	0.00	0.00
31708 · Ad Valorem Refunds - City Hall	0.00	0.00	-34.98	0.00	0.00
31709 · Ad Valorem Tax - Interest	0.00	83.31	40.98	0.00	0.00
31710 · Ad Valorem Tax - Misc Adj	0.00	0.00	0.00	0.00	0.00
37112 · Ad Valorem Business Property	0.00	6.66	0.00	0.00	0.00
Total 317 · Ad Valorem Tax	0.00	1,349.87	439.86	0.00	0.00
319 · Grants	0.00	0.00	0.00	10,742.91	0.00
321 · Credit Card Fee Revenue	0.00	462.56	0.00	0.00	0.00
322 · Sewer Utility Revenue					
32200 · Sewer Usage Fees	0.00	0.00	0.00	0.00	31,869.35
32201 · Sewer Tap Fees	0.00	0.00	0.00	0.00	51,000.00
32204 · Sewer Deposit Refunds	0.00	0.00	0.00	0.00	199.64
Total 322 · Sewer Utility Revenue	0.00	0.00	0.00	0.00	83,068.99
325 · Hotel Occupancy Tax	0.00	1,631.28	0.00	0.00	0.00
Total Income	0.00	127,770.24	767.66	89,279.12	83,085.39
Gross Profit	0.00	127,770.24	767.66	89,279.12	83,085.39
Expense					
400 · Operating Expenditures					
410 · Building Inspections					
41003 · Building Inspections	0.00	5,675.00	0.00	0.00	0.00
Total 410 · Building Inspections	0.00	5,675.00	0.00	0.00	0.00
411 · Environment Regulation Expense					
41101 · Septic Inspection Fee	0.00	750.00	0.00	0.00	0.00

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2021

	Capital Projects Fund	General Fund	Interest and Sinking Fund	Public Safety	Utilities Fund
Total 411 · Environment Regulation Expense	0.00	750.00	0.00	0.00	0.00
412 · Code Enforcement Administration					
41202 · CE Salary	0.00	2,007.30	0.00	0.00	0.00
41204 · CE Vehicle Repairs & Maint	0.00	15.00	0.00	0.00	0.00
Total 412 · Code Enforcement Administration	0.00	2,022.30	0.00	0.00	0.00
414 · Animal Control	0.00	1,590.42	0.00	0.00	0.00
415 · Section 380 Grant Program	0.00	-5,972.91	0.00	0.00	0.00
422 · Public Notice Expense	0.00	666.00	0.00	0.00	0.00
426 · Appraisal District Collection	0.00	2,419.02	0.00	0.00	0.00
Total 400 · Operating Expenditures	0.00	7,149.83	0.00	0.00	0.00
413 · Sewer Operation & Maintenance					
41304 · O&M Agreement	0.00	0.00	0.00	0.00	3,918.75
41305 · Nonstandard O&M Expense	0.00	0.00	0.00	0.00	3,010.80
41308 · Electricity	0.00	0.00	0.00	0.00	9.01
41310 · Sewer Treatment	0.00	0.00	0.00	0.00	24,000.00
41312 · Tap Fee Developer Rebate	0.00	0.00	0.00	0.00	30,600.00
Total 413 · Sewer Operation & Maintenance	0.00	0.00	0.00	0.00	61,538.56
429 · Street Lights	0.00	-1.06	0.00	0.00	0.00
430 · Public Safety					
43002 · Fuel	0.00	0.00	0.00	1,235.43	0.00
43003 · Maintenance & Repair - Vehicles	0.00	0.00	0.00	13,145.29	0.00
43004 · Maintenance & Repair - Station	0.00	0.00	0.00	825.00	0.00
43005 · Gear and Supplies	0.00	0.00	0.00	2,540.44	0.00
43006 · Compliance	0.00	0.00	0.00	435.00	0.00
43007 · Communications	0.00	0.00	0.00	17,549.26	0.00
43009 · Training	0.00	0.00	0.00	64.00	0.00
Total 430 · Public Safety	0.00	0.00	0.00	35,794.42	0.00
500 · Occupancy Expenditures					
502 · Electricity	0.00	657.00	0.00	606.30	0.00
506 · Water	0.00	267.73	0.00	162.62	0.00
514 · Building Maint/Improvements	0.00	323.00	0.00	0.00	0.00
516 · Lawn Maintenance	0.00	684.94	0.00	0.00	0.00

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2021

	Capital Projects Fund	General Fund	Interest and Sinking Fund	Public Safety	Utilities Fund
520 · Telephone & Internet	0.00	785.24	0.00	205.64	0.00
522 · Website Expense	0.00	-180.00	0.00	0.00	0.00
Total 500 · Occupancy Expenditures	0.00	2,537.91	0.00	974.56	0.00
600 · General & Administrative Exp					
606 · Employee Costs					
60601 · Staff Salaries	0.00	13,364.78	0.00	35,783.44	0.00
60602 · Hourly PTO 0 - 36 months	0.00	132.54	0.00	758.40	0.00
60609 · Payroll Tax Expense	0.00	1,213.53	0.00	2,716.29	0.00
60610 · Payroll Processing Fees	0.00	69.93	0.00	0.00	0.00
60612 · Retirement Plan Contributions	0.00	1,127.87	0.00	2,072.63	0.00
60613 · Health Insurance Expense	0.00	1,590.48	0.00	7,618.08	0.00
60614 · Dental Insurance Expense	0.00	117.42	0.00	543.18	0.00
60615 · Vision Insurance	0.00	13.68	0.00	20.52	0.00
60618 · Salary PTO 0 - 36 months					
60618.1 · Salary PTO 37 - 84 months	0.00	358.55	0.00	0.00	0.00
Total 60618 · Salary PTO 0 - 36 months	0.00	358.55	0.00	0.00	0.00
Total 606 · Employee Costs	0.00	17,988.78	0.00	49,512.54	0.00
619 · Software Subscriptions	0.00	924.62	0.00	0.00	0.00
621 · IT Support	0.00	900.00	0.00	0.00	0.00
622 · Office Supplies - City Hall	0.00	265.51	0.00	0.00	0.00
623 · Office Equipment	0.00	339.49	0.00	0.00	0.00
624 · Office Equip Maintenance	0.00	989.65	0.00	0.00	0.00
625 · Printed Materials	0.00	395.00	0.00	0.00	0.00
626 · Postage-City Hall	0.00	116.38	0.00	0.00	0.00
628 · Bank Fees					
62801 · Service Charges	0.00	141.07	0.00	0.00	0.00
Total 628 · Bank Fees	0.00	141.07	0.00	0.00	0.00
630 · Legal & Professional					
63001 · Accounting & Payroll Services	0.00	5,000.00	0.00	0.00	1,274.00
63003 · Legal	0.00	3,525.00	0.00	0.00	0.00
63005 · City Planner	0.00	5,000.00	0.00	0.00	0.00
63006 · Comprehensive Plan	0.00	1,234.28	0.00	0.00	0.00

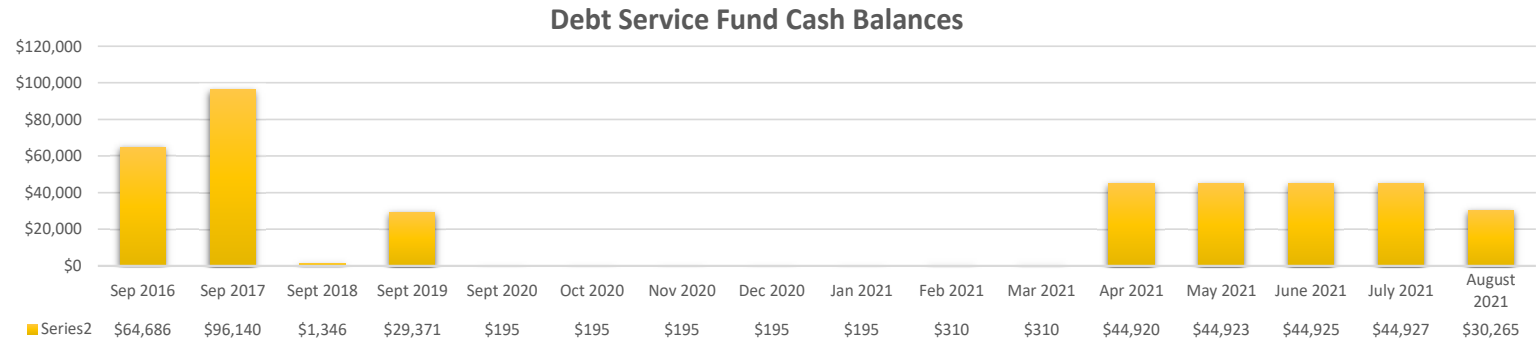
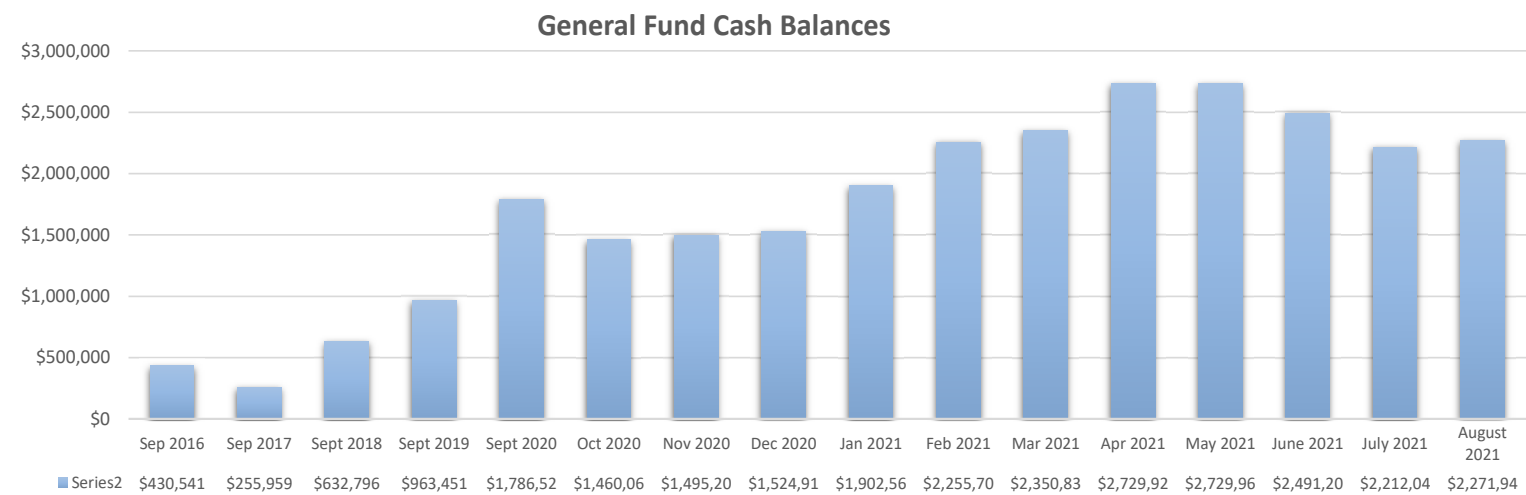
City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2021

	Capital Projects Fund	General Fund	Interest and Sinking Fund	Public Safety	Utilities Fund
63008 · Financial Consulting	0.00	3,952.50	0.00	0.00	0.00
Total 630 · Legal & Professional	0.00	18,711.78	0.00	0.00	1,274.00
646 · Mileage Expense	0.00	0.00	0.00	0.00	0.00
648 · Training	0.00	1,365.71	0.00	0.00	0.00
650 · Expense Account - Mayor	0.00	-148.51	0.00	0.00	0.00
660 · Bond Interest Expense	0.00	0.00	4,693.00	0.00	0.00
699 · Miscellaneous Expenses	0.00	-140.73	0.00	0.00	0.00
Total 600 · General & Administrative Exp	0.00	41,848.75	4,693.00	49,512.54	1,274.00
700 · Capital Expenditures					
70006 · New Fire Station	429,597.80	0.00	0.00	0.00	0.00
Total 700 · Capital Expenditures	429,597.80	0.00	0.00	0.00	0.00
Total Expense	429,597.80	51,535.43	4,693.00	86,281.52	62,812.56
Net Ordinary Income	-429,597.80	76,234.81	-3,925.34	2,997.60	20,272.83
Other Income/Expense					
Other Expense					
803 · Bond Premium Amortization	0.00	0.00	-757.40	0.00	0.00
Total Other Expense	0.00	0.00	-757.40	0.00	0.00
Net Other Income	0.00	0.00	757.40	0.00	0.00
Net Surplus/(Deficit)	-429,597.80	76,234.81	-3,167.94	2,997.60	20,272.83

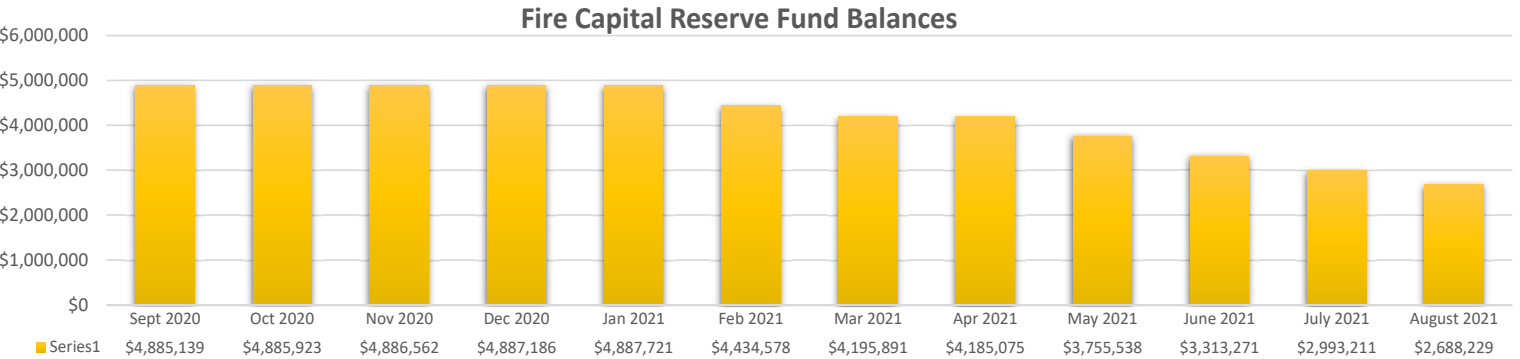
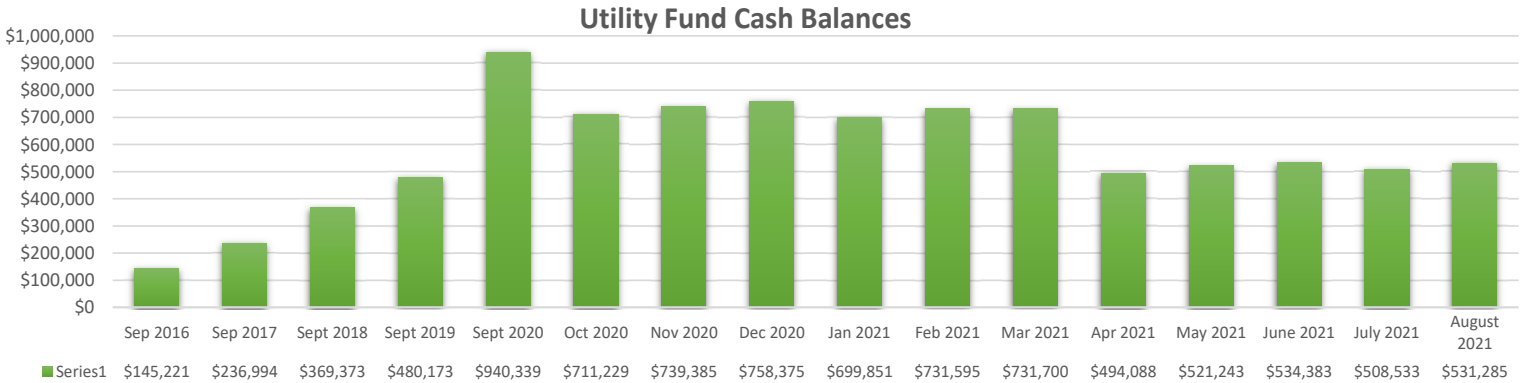
City of McLendon Chisholm
Cash Account Balances

Fund	Account	Sept 30,20	Oct 31,20	Nov 30,20	Dec 31,20	Jan 31,21	Feb 28,21	Mar 31,21	April 30,21	May 31,21	June 30,21	July 31,21	Aug 31,21
I&S	130 - 9003 Logic I&S Fund	195	195	195	195	195	310	310	44,920	44,923	44,925	44,927	30,265
I&S Total		195	195	195	195	195	310	310	44,920	44,923	44,925	44,927	30,265
General	100 - 3738 - Alliance Operating	258,172	265,578	300,563	330,116	707,637	1,063,182	1,158,218	1,581,834	1,581,802	1,342,990	1,063,778	1,131,983
General	103 - Texpool 300001	19,134	19,136	19,138	19,139	19,140	19,141	19,141	19,142	19,142	19,142	19,143	19,143
General	125 - Logic - 9001 General Fund Reserves	301,574	301,623	301,662	301,701	301,734	301,757	301,782	301,803	301,822	301,837	301,850	301,860
General	127 - 9004 Logic Operating	873,591	873,732	873,846	873,957	874,053	871,621	871,692	827,143	827,196	827,236	827,272	818,956
General Total		1,452,471	1,460,068	1,495,209	1,524,913	1,902,564	2,255,701	2,350,833	2,729,921	2,729,962	2,491,205	2,212,042	2,271,942
Utility	106 - 5071 - Alliance Utility Fund	510,328	281,149	309,249	328,183	269,613	301,324	301,393	63,751	90,879	103,998	78,129	100,866
Utility	126 - Logic - 9002 Utility Fund	430,011	430,080	430,136	430,191	430,238	430,272	430,307	430,337	430,365	430,385	430,404	430,419
Utility Total		940,339	711,229	739,385	758,375	699,851	731,595	731,700	494,088	521,243	534,383	508,533	531,285
Fire Capital Reserve	102 - 634 Alliance Construction	-	-	-	-	-	362,358	123,338	1,112,247	682,512	240,097	(80,098)	2,114,891
Fire Capital Reserve	128 - 9005 Logic Fire Dept Reserve	4,885,139	4,885,923	4,886,562	4,887,186	4,887,721	4,072,219	4,072,553	3,072,828	3,073,026	3,073,174	3,073,309	573,338
Reserves Total		4,885,139	4,885,923	4,886,562	4,887,186	4,887,721	4,434,578	4,195,891	4,185,075	3,755,538	3,313,271	2,993,211	2,688,229
Total		7,278,144	7,057,415	7,121,352	7,170,669	7,490,331	7,422,184	7,278,733	7,454,004	7,051,666	6,383,784	5,758,714	5,521,721

City of McLendon Chisholm
Cash Balance Report
As of August 31, 2021



City of McLendon Chisholm
Cash Balance Report
As of August 31, 2021



Alarm Date between 2021-07-01 and 2021-07-31

Total Calls by District

District	2021-07-01	Total
City Limit District	14	14
County Mutual Aid	5	5
County District	19	19
Out of County Aid	2	2
Total	40	40

Incident Date between 2021-07-01 and 2021-07-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
7/1/2021	2020-00270	0000260	733	Smoke detector activation due to malfunction	City Limit District	1
7/2/2021	2021-00271	0000261	622	No incident found on arrival at dispatch address	City Limit District	1
7/3/2021	2021-00272	0000262	743	Smoke detector activation, no fire - unintentional	City Limit District	1
7/3/2021	2021-00273	0000263	118	Trash or rubbish fire, contained	County Mutual Aid	1
7/3/2021	2021-00274	0000264	611	Dispatched & canceled en route	County Mutual Aid	1
7/4/2021	2021-00275	0000265	321	EMS call, excluding vehicle accident with injury	County District	1
7/4/2021	2021-00276	0000266	142	Brush or brush-and-grass mixture fire	County District	1
7/4/2021	2021-00277	0000267	321	EMS call, excluding vehicle accident with injury	County District	1
7/5/2021	2021-00278	0000268	611	Dispatched & canceled en route	County Mutual Aid	1
7/5/2021	2021-00279	0000269	321	EMS call, excluding vehicle accident with injury	City Limit District	1
7/6/2021	2021-00280	0000270	321	EMS call, excluding vehicle accident with injury	City Limit District	1
7/7/2021	2021-00281	0000271	321	EMS call, excluding vehicle accident with injury	Out of County Aid	1
7/8/2021	2021-00282	0000272	321	EMS call, excluding vehicle accident with injury	County District	1
7/8/2021	2021-00283	0000273	321	EMS call, excluding vehicle accident with injury	County District	1
7/10/2021	2021-00284	0000274	321	EMS call, excluding vehicle accident with injury	County District	1
7/11/2021	2021-00285	0000275	553	Public service	County District	1
7/11/2021	2021-00286	0000276	622	No incident found on arrival at dispatch address	City Limit District	1
7/12/2021	2021-00287	0000277	321	EMS call, excluding vehicle accident with injury	County District	1
7/13/2021	2021-00288	0000278	550	Public service assistance, other	County District	1
7/13/2021	2021-00289	0000279	324	Motor vehicle accident with no injuries.	City Limit District	1
7/15/2021	2021-00290	0000280	321	EMS call, excluding vehicle accident with injury	County District	1
7/16/2021	2021-00291	0000281	611	Dispatched & canceled en route	City Limit District	1

7/16/2021	2021-00292	0000282	321	EMS call, excluding vehicle accident with injury	City Limit District	1
7/20/2021	2021-00293	0000283	321	EMS call, excluding vehicle accident with injury	County District	1
7/23/2021	2021-00294	0000284	111	Building fire	County District	1
7/23/2021	2021-00295	0000285	550	Public service assistance, other	City Limit District	1
7/23/2021	2021-00296	0000286	321	EMS call, excluding vehicle accident with injury	County District	1
7/25/2021	2021-00297	0000288	118	Trash or rubbish fire, contained	County District	1
7/24/2021	2021-00297a	0000287	611	Dispatched & canceled en route	County Mutual Aid	1
7/25/2021	2021-00298	0000289	321	EMS call, excluding vehicle accident with injury	City Limit District	1
7/27/2021	2021-00299	0000290	321	EMS call, excluding vehicle accident with injury	City Limit District	1
7/28/2021	2021-00300	0000291	321	EMS call, excluding vehicle accident with injury	County District	1
7/28/2021	2021-00301	0000292	554	Assist invalid	County Mutual Aid	1
7/28/2021	2021-00302	0000293	321	EMS call, excluding vehicle accident with injury	City Limit District	1
7/29/2021	2021-00303	0000294	631	Authorized controlled burning	County District	1
7/29/2021	2021-00304	0000295	321	EMS call, excluding vehicle accident with injury	County District	1
7/30/2021	2021-00306	0000296	321	EMS call, excluding vehicle accident with injury	County District	1
7/30/2021	2021-00307	0000297	554	Assist invalid	Out of County Aid	1
7/30/2021	2021-00308	0000298	321	EMS call, excluding vehicle accident with injury	County District	1
7/30/2021	2021-00309	0000299	321	EMS call, excluding vehicle accident with injury	City Limit District	1
7/31/2021	2021-00310	0000300	321	EMS call, excluding vehicle accident with injury	County District	1

Alarm Date between 2021-08-01 and 2021-08-31

Total Calls by District

District	2021-08-01	Total
City Limit District	22	22
County District	24	24
County Mutual Aid	3	3
Total	49	49

Incident Date between 2021-08-01 and 2021-08-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
8/1/2021	2021-00311	0000304	743	Smoke detector activation, no fire - unintentional	City Limit District	1
8/1/2021	2021-00312	0000301	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/1/2021	2021-00313	0000302	550	Public service assistance, other	City Limit District	1
8/1/2021	2021-00314	0000303	444	Power line down	County District	1
8/1/2021	2021-00315	0000305	743	Smoke detector activation, no fire - unintentional	City Limit District	1
8/2/2021	2021-00316	0000306	321	EMS call, excluding vehicle accident with injury	County District	1
8/3/2021	2021-00317	0000307	542	Animal rescue	City Limit District	1
8/3/2021	2021-00318	0000308	321	EMS call, excluding vehicle accident with injury	County District	1
8/3/2021	2021-00319	0000309	321	EMS call, excluding vehicle accident with injury	County District	1
8/4/2021	2021-00320	0000310	321	EMS call, excluding vehicle accident with injury	County District	1
8/4/2021	2021-00321	0000311	322	Motor vehicle accident with injuries	City Limit District	1
8/5/2021	2021-00322	0000312	321	EMS call, excluding vehicle accident with injury	County District	1
8/5/2021	2021-00323	0000313	321	EMS call, excluding vehicle accident with injury	County District	1
8/6/2021	2021-00324	0000314	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/6/2021	2021-00325	0000315	631	Authorized controlled burning	County District	1
8/6/2021	2021-00326	0000316	631	Authorized controlled burning	County District	1
8/7/2021	2021-00327	0000318	611	Dispatched & canceled en route	County Mutual Aid	1
8/7/2021	2021-00328	0000317	554	Assist invalid	County District	1
8/7/2021	2021-00330	0000319	311	Medical assist, assist EMS crew	City Limit District	1
8/7/2021	2021-00331	0000320	153	Construction or demolition landfill fire	County District	1
8/9/2021	2021-00332	0000321	321	EMS call, excluding vehicle accident with injury	County District	1
8/9/2021	2021-00333	0000322	321	EMS call, excluding vehicle accident with injury	County District	1

8/10/2021	2021-00334	0000323	321	EMS call, excluding vehicle accident with injury	County District	1
8/11/2021	2021-00335	0000324	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/12/2021	2021-00336	0000325	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/12/2021	2021-00337	0000326	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/12/2021	2021-00338	0000327	143	Grass fire	County District	1
8/13/2021	2021-00339	0000328	622	No incident found on arrival at dispatch address	City Limit District	1
8/13/2021	2021-00340	0000329	511	Lock-out	County District	1
8/14/2021	2021-00341	0000330	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/16/2021	2021-00342	0000331	321	EMS call, excluding vehicle accident with injury	County District	1
8/16/2021	2021-00343	0000332	554	Assist invalid	City Limit District	1
8/17/2021	2021-00344	0000333	611	Dispatched & canceled en route	County District	1
8/17/2021	2021-00345	0000334	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/17/2021	2021-00346	0000335	412	Gas leak (natural gas or LPG)	City Limit District	1
8/18/2021	2021-00347	0000336	733	Smoke detector activation due to malfunction	City Limit District	1
8/19/2021	2021-00348	0000337	744	Detector activation, no fire - unintentional	County District	1
8/19/2021	2021-00349	0000338	321	EMS call, excluding vehicle accident with injury	County District	1
8/21/2021	2021-00350	0000339	151	Outside rubbish, trash or waste fire	County District	1
8/21/2021	2021-00351	0000340	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/21/2021	2021-00352	0000341	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/21/2021	2021-00353	0000342	140	Natural vegetation fire, other	County District	1
8/24/2021	2021-00354	0000343	736	CO detector activation due to malfunction	City Limit District	1
8/28/2021	2021-00355	0000344	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/28/2021	2021-00356	0000345	143	Grass fire	County Mutual Aid	1
8/28/2021	2021-00357	0000346	520	Water problem, other	County District	1
8/30/2021	2021-00358	0000347	321	EMS call, excluding vehicle accident with injury	City Limit District	1

8/30/2021	2021-00359	0000348	611	Dispatched & canceled en route	County Mutual Aid	1
8/30/2021	2021-00360	0000349	321	EMS call, excluding vehicle accident with injury	County District	1
8/31/2021	2021-00361	0000350	320	Emergency medical service incident, other	County District	1

North East Texas Inspections

638 Chisholm Ranch Dr. Rockwall, Texas 75032, 972-998-3415

There were 4 new single family residential home permits issued in August, 2021. The attached addendum reflects the home address, valuation, square footage and name of the Builder.

There were 10 new accessory projects permitted including single trades, swimming pools, outdoor living, shop buildings and other accessory endeavors that are also attached.

Thank you for choosing North East Texas Inspections for your Building Services provider.

Permits to date: 44

August 2021

David Ellis, Building Official

August 2021 New SFR	Valuation	Square ft.	Fee	Builder
1136 via toscana	\$ 449,514.00	3978	\$ 1,025.00	bloomfield
1124 via toscana	\$ 446,802.00	3954	\$ 1,025.00	castlerock
1118 via toscana	\$ 618,000.00	4911	\$ 1,025.00	highland
1902 Galenda Dr.	\$ 449,514.00	3978	\$ 1,025.00	castlerock
			\$ 4,100.00	

Accessory permits August 2021	Project	Valuation	Fee
1612 amalfi crt	patio	\$ 6,000.00	\$150.00
1506 barrollo	gas test	\$1,400.00	\$75.00
627 stampede run	solar	\$42,588.00	\$150.00
811 fm 1139	generator	\$6,900.00	\$150.00
24 Fireside dr.	Patio cover	\$12,000.00	\$300.00
721 kensington	storage building	\$8,000.00	\$150.00
90 windsor	pool	\$75,000.00	\$375.00
10 greenhollow	fence	\$3,000.00	\$75.00
257 quail creek	fence	\$3,000.00	\$75.00
287 pheasant hill	fence	\$3,000.00	\$75.00
			\$1,575.00

August 2021 Onsite inspections actual

2160 W. fm 550	generator
1110 Warwick	plmbg rough
firestation	wall rough
539 smith	frame mep
1600 veneto	final patio
256 quail creek	pool final
1110 Warwick	plmbg rough
1514 intessa	pool gas
1518 vista crt.	pool gas
1324 arezzo	final co
1638 salvatore	final co
1618 salvatore	final co
1709 puglia	gas meter
1619 salvatore	elect.meter
1647 salvatore	elect.meter
1718 puglia	elect. Meter
1204 livorno	gas meter
1204 livorno	elect. meter
1754 amarone	frame mep
1308 somerset	flatwork
1652 vista crt.	t-pole
1655 vistacrt.	t-pole
1119 cambridge	flatwork
1514 intessa	pool deck/bond
1652 salvatore	frame mep
1710 pieneze	pool belly steel
1600 amalfi	pool belly steel
1360arezzo	generator
1508 siena	solar
1210 livorno	gas meter
1512 firenza	pool belly steel
1700 bertino	pool deck/bond
911 hamilton	gazebo
1534 vista crt.	plmbg rough
1467 via toscana	pool final
1718 amarone	frame mep
1814 abruzzo	flatwork
1115 cambridge	pool final
1110 warwick	plmbg rough
1713 puglia	gas meter
1713 puglia	elect.meter
1467 via toscana	pool final
1200 artesia	pool belly steel
1518 vista crt.	shop final
1718 puglia	elect.meter
1718 puglia	gas meter

1619 salvatore	gas meter
1647 salvatore	gas meter
701 frontier	elect. Underground.
1119 cambridge	flatwork
1115 cambridge	gas meter
1506 barrolo	gas test
1198 livorno	final co
1309 somerset	final co
1284 somerset	plmbg rough
1136 via toscana	plmbg rough
1136 via toscana	plmbg rough
1512 firenza	belly steel
1096 fm 1139	flatwork
1360 arezzo	generator gas
1419 barrolo	pool final
1211 livorno	final co
1136 via toscana	plmbg rough
1284 somerset	plmbg rough
408 cattle barron	pool belly steel
firestation	duct rough
1210 livorno	elect. meter
1419 barrolo	pool final
519 pisa	plmbg rough
308 pioneer crt.	elect.undrgrnd
1512 firenza	belly steel
1115 cambridges	final co
911 hamilton	pool final
1729 amarone	gas meter
1501 corrara	frame mep
1729 amarone	electric meter
1513 pisa crt.	plmbg rough
1652 salvatore	frame mep
1624 salvatore	gas meter
1624 salvatore	electric meter
1700 bertino	pool final
1725 amarone	gas meter
1725 amarone	electric meter
1073 kingsbridge	hvac
905 yorkhouse	pool final
1617 san donato	final co
1192 livorno	final co
651 meadow	water heater
1324 somerset	pool gas
1204 livorno	final co
3 granite ridge	fence
1507 pisa	frame mep
1730 amarone	frame mep

1300 siena
1308 somerset
1115 cambridge
772 kensington
firestation
911 hamilton
1604 vista crt.
1210 livorno
1502 siena
1502 siena
1150 livorno
1115 cambridge
1118 via toscana
1284 somerset
1308 somerset
3079 w. fm 550
firestation
1606 salvatore
1713 puglia
3079 w. fm 550
651 meadow

belly steel
solar
pool final
belly steel
concrete
grill station
final c.o
final c.o
gas meter
electric meter
frame mep
pool final
plmbg rough
foundation
flatwork
plmbg rough
flatwork
final co
final co
plmbg rough
water heater

All American Dogs, Inc.

City Of Mcclendon-chisholm Report

Aug 1, 2021 - Aug 31, 2021

Address	Notes	Code
Aug 30, 2021 3:32 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly at city hall	Animal Control
Aug 25, 2021 10:58 AM 1223 e f m 550	we picked up three contained stray dogs from this address	Animal Control
Aug 23, 2021 10:35 AM 1371 w fm 550	Patrolled city focusing on stray animals.	Animal Control
Aug 23, 2021 9:53 AM 1371 w fm 550	we had a report from city hall of a stray dog hanging around city hall	Animal Control
Aug 20, 2021 11:56 AM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to lisa at city hall	Animal Control
Aug 18, 2021 4:11 PM 1251 s st hwy 205	we picked up a contained dog at this address	Animal Control
Aug 10, 2021 10:23 AM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly at city hall	Animal Control

Address

Notes

Code

Aug 2, 2021 4:24 PM
1371 w fm 550

Patrolled city focusing on stray animals.
spoke to shelly at city hall

Animal Control



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

Jason Roemer *Municipal Coordinator*





Municipal Recycling Program



Single Stream Recycling

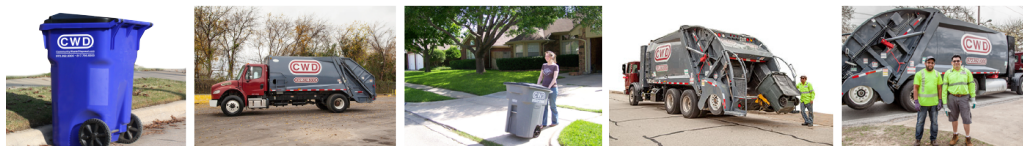
Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of McLendon-Chisholm are dedicated to the preservation of the Texas environment for future generations.

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

	Aug-2021	Jul-2021	Jun-2021	May-2021	Apr-2021	Mar-2021	Feb-2021	Jan-2021	Dec-2020	Nov-2020	Oct-2020	Sep-2020
Homes	1,186	1,192	1,192	1,196	1,196	1,146	1,146	1,146	965	965	965	965
Resi Recy Tonnage	27.22	34.21	26.00	36.83	65.28	29.24	23.30	50.18	36.07	38.47	20.45	29.78
Pounds / Home / Month	45.90	57.40	43.62	61.59	109.16	51.03	40.66	87.57	74.76	79.73	42.38	61.72



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.

	Aug-2021	Jul-2021	Jun-2021	May-2021	Apr-2021	Mar-2021	Feb-2021	Jan-2021	Dec-2020	Nov-2020	Oct-2020	Sep-2020
Service Opportunities	10,270	10,322	10,322	10,357	10,357	9,924	0	9,924	8,356	8,356	8,356	8,356
Service Inquiries	6	10	8	8	25	15	0	8	6	8	12	3
Per 1,000 Service Opps	0.58	0.97	0.78	0.77	2.41	1.51	0.00	0.81	0.72	0.96	1.44	0.36



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 08/01/2021 - 08/31/2021

Date	Account	Address	Service Type	Service Code
08/05/2021	108255-1535	CHAUMEY STROBEL	RESI-BULK	RESI R/L BULK
08/13/2021	108255-1252	CLARK BOWERING	RESI-BULK	RESI R/L BULK
				Total RESI-BULK: 2
08/06/2021	108255-315	CORNISH BRENT	RESI-RECYCLE	SERVICE RCYCART
08/16/2021	108255-457	PARNELL JAMES & INGRID	RESI-RECYCLE	SERVICE RCYCART
08/20/2021	108255-1529	JEFF CURRIN	RESI-RECYCLE	SERVICE RCYCART
				Total RESI-RECYCLE: 3
08/12/2021	108255-774	DON WATTS	RESI-TRASH	SERVICE TRASH CART
				Total RESI-TRASH: 1
				Total Inquiries: 6

ROCKWALL COUNTY SHERIFF
972 TL TOWNSEND ROCKWALL , TX 75087

CC.IncDate Between '08/01/2021' And '08/31/2021' AND CC.District = '41' AND
IsNull(CC.Jurisdiction, 'Default') = 'Default'

CFS History Search
Public Report

CFS #	Create When	Location	CallType Disposition
2021-023826	8/31/2021 8:13:09 AM		ALARM FALSE ALARM
2021-023824	8/31/2021 7:30:15 AM		SUSPICIOUS PERSON/VEHICLE ASSIGNMENT COMPLETE
2021-023823	8/31/2021 6:53:28 AM		ANIMAL LOOSE LIVESTOCK ASSIGNMENT COMPLETE
2021-023598	8/28/2021 10:19:03 AM		MEET COMPLAINANT ASSIGNMENT COMPLETE
2021-023597	8/28/2021 10:00:09 AM		MEET COMPLAINANT ASSIGNMENT COMPLETE
2021-023397	8/26/2021 6:53:16 AM		BURGLARY VEHICLE RSO REPORT TAKEN
2021-023025	8/23/2021 8:14:29 AM		UUMV RSO REPORT TAKEN
2021-022919	8/22/2021 1:24:19 AM		WELFARE CHECK ASSIGNMENT COMPLETE
2021-022908	8/21/2021 10:49:00 PM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-022903	8/21/2021 10:12:15 PM		RECKLESS DRIVER ASSIGNMENT COMPLETE
2021-022896	8/21/2021 4:35:39 PM		FIRE ASSIGNMENT COMPLETE
2021-022889	8/21/2021 1:58:04 PM		DISTURBANCE RSO REPORT TAKEN
2021-022759	8/19/2021 5:22:07 PM		ALARM RESIDENTIAL FIRE FALSE ALARM
2021-022540	8/17/2021 5:51:32 PM		UTILITY POLE/LINES ASSIGNMENT COMPLETE
2021-022521	8/17/2021 2:50:55 PM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-022439	8/16/2021 9:50:12 PM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-022395	8/16/2021 12:15:42 PM		CIVIL MATTER ASSIGNMENT COMPLETE
2021-022269	8/14/2021 11:49:01 PM		THEFT RSO REPORT TAKEN
2021-022230	8/14/2021 2:01:52 PM		ALARM ASSIGNMENT COMPLETE
2021-022191	8/13/2021 11:35:29 PM		RECKLESS DRIVER ASSIGNMENT COMPLETE
2021-022171	8/13/2021 5:12:57 PM		SUICIDE ATTEMPT/THREAT ASSIGNMENT COMPLETE
2021-022148	8/13/2021 12:36:22 PM		ACCIDENT MINOR UTL

CFS #	Create When	Location	CallType Disposition
2021-022086	8/12/2021 4:34:19 PM		PROPERTY DAMAGE NO OFFENSE
2021-022070	8/12/2021 12:20:47 PM		DISTURBANCE NO OFFENSE
2021-022058	8/12/2021 9:07:42 AM		ALARM MEDICAL FALSE ALARM
2021-022026	8/12/2021 12:21:36 AM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-021993	8/11/2021 5:33:31 PM		CRIMINAL MISCHIEF NO OFFENSE
2021-021984	8/11/2021 3:13:40 PM		THEFT RSO REPORT TAKEN
2021-021896	8/10/2021 10:05:55 PM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-021888	8/10/2021 8:24:15 PM		SUSPICIOUS ACTIVITY ASSIGNMENT COMPLETE
2021-021726	8/9/2021 3:24:19 PM		FRAUD RSO REPORT TAKEN
2021-021706	8/9/2021 12:06:45 PM		ALARM FALSE ALARM
2021-021608	8/8/2021 4:34:08 PM		MISSING PERSON RSO REPORT TAKEN
2021-021588	8/8/2021 1:56:31 PM		LIFT ASSIST ASSIGNMENT COMPLETE
2021-021531	8/7/2021 8:23:51 PM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-021500	8/7/2021 11:58:18 AM		BURGLARY BUILDING RSO REPORT TAKEN
2021-021482	8/7/2021 9:03:20 AM		HARASSMENT/THREAT UTL
2021-021399	8/6/2021 12:34:49 PM		HARASSMENT/THREAT ASSIGNMENT COMPLETE
2021-021377	8/6/2021 6:49:49 AM		LIFT ASSIST ASSIGNMENT COMPLETE
2021-021351	8/6/2021 12:23:39 AM		ACCIDENT MINOR ASSIGNMENT COMPLETE
2021-021277	8/5/2021 6:01:05 AM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-021207	8/4/2021 3:03:55 PM		ACCIDENT MAJOR ACCIDENT REPORT
2021-021176	8/4/2021 9:07:41 AM		UUMV NO REPORT
2021-021149	8/4/2021 1:18:43 AM		LIFT ASSIST ASSIGNMENT COMPLETE
2021-021133	8/3/2021 11:13:31 PM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-021051	8/3/2021 12:12:35 PM		FRAUD RSO REPORT TAKEN
2021-021038	8/3/2021 10:18:46 AM		THEFT ASSIGNMENT COMPLETE
2021-021030	8/3/2021 9:02:31 AM		HARASSMENT/THREAT ASSIGNMENT COMPLETE
2021-020979	8/2/2021 9:07:12 PM		ABANDONED VEHICLE ASSIGNMENT COMPLETE

CFS #	Create When	Location	CallType Disposition
2021-020845	8/1/2021 8:22:55 PM		ALARM RESIDENTIAL FIRE FALSE ALARM
2021-020838	8/1/2021 7:43:28 PM		ALARM FALSE ALARM
2021-020833	8/1/2021 6:32:35 PM		ANIMAL VISCIOUS RSO REPORT TAKEN

Total: 52



City of McLendon-Chisholm

Discussion and action regarding consideration of an Interlocal Agreement between the City of McLendon-Chisholm and Rockwall County regarding an agreement permitting City of McLendon-Chisholm in partnership with Land Solutions SV LLC to pave Edwards Road beginning at the intersection of Edwards and League Rd continuing north to the city limits and also including a section of League Rd beginning at the intersection of Edwards and League continuing west to Via Toscana. (Requested by Palomba)

DATE:

September 29, 2021

BACKGROUND OF ISSUE:

The Sonoma Verde subdivision has two entry/exit points onto Edwards Road and one entry/exit on League Road potentially increasing the traffic volume once homes are complete. These roads have a dirt/gravel surface. Dirt/gravel roads deteriorate rapidly and are in constant need of maintenance. These road sections have been identified by the County as roads the City of McLendon-Chisholm should have annexed at the time Sonoma Verde was annexed approximately 15 years ago. Edwards Rd. and a section of League Road are currently county owned and maintained. Any work on these roads sponsored by the City requires an Interlocal Agreement with Rockwall County. The County will request the City to annex these roadway sections in the near future.

The developer is requesting to chip seal the road due to the cloud of dust created over Sonoma Verde homes when driving and also due to the poor condition of the road surface. A chip seal surface will help protect against further erosion due to weather. This should reduce the maintenance costs going forward, eliminate the dust and create a suitable driving surface for emergency vehicles as well as residents in the vicinity. While chip seal is not a permanent solution, it will suffice until such a time the road may be engineered and brought up to standard.

RECOMMENDATION:

Approval recommended.

Lisa Palomba
City Administrator

**INTERLOCAL COOPERATION AGREEMENT
FOR IMPROVEMENTS TO
EDWARDS ROAD AND LEAGUE ROAD IN MCLENDON-CHISOLM**

THIS INTERLOCAL COOPERATION AGREEMENT FOR IMPROVEMENTS TO EDWARDS ROAD (“Agreement”) is made and entered into as of date last signed below, 2021 (“Effective Date”), by and between ROCKWALL COUNTY, TEXAS (“County”), and the CITY OF MCLENDON-CHISOLM (“City”) (collectively referred to as the “parties” or singularly as “party”) acting by and through their authorized representatives.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (“Act”), authorizes Texas governmental entities to contract with Texas governmental entities to perform governmental functions and services; and

WHEREAS, the County currently owns and maintains a certain portion of Edwards Road, including its right-of-way, extending northward from the intersection of League Road and Edwards Road to the existing McLendon-Chisolm city limits for a total of approximately 6,200 feet. See Exhibit “A”; and

WHEREAS, the County currently owns and maintains a certain portion of League Road, including its right-of-way, extending westward from the intersection of League Road and Edwards Road to the intersection of League Road and Via Toscana Lane for a total of approximately 1,750 feet. See Exhibit “A”; and

WHEREAS, those certain portions of Edwards Road and League Road are located within the extraterritorial jurisdiction (“ETJ”) of the City; and

WHEREAS, development of certain property adjacent to Edwards Road and League Road is anticipated to substantially increase traffic volume, creating a need for significant improvements to those roads; and

WHEREAS, for the collective benefit of the citizens, the City and the County desire to enter into an agreement for the provision of improvements to Edwards Road and League Road; and

WHEREAS, the developer, Stephen Davis, has agreed to provide the work described in Exhibit “C” under the direction of the City and at no cost to the County; and

WHEREAS, pursuant to Section 43.1055 of the Texas Local Government Code, the City may by ordinance annex a road or right-of-way upon the request of the governing body of the political subdivision that maintains the road or right-of-way under the procedures prescribed by Subchapter C-1, of Chapter 43 of the Texas Local Government Code; and

WHEREAS, upon completion of improvements to Edwards Road and League Road, and upon formal request by the County, the City shall annex the above-referenced portions of Edwards Road and League Road, including their adjacent rights-of-way on both sides; and

WHEREAS, the County will continue to maintain the described portions of Edwards Road and League Road after completion of improvements and until the City annexes them, provided it is done so within a reasonable time. See Exhibit “B”;

NOW THEREFORE, inconsideration of the foregoing and on the terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE I: ROCKWALL COUNTY OBLIGATIONS

1.1 The County hereby grants consent to the City, or its designee, to enter upon those portions of Edwards Road and League Road specified in Exhibit “A” to make, install, and construct all necessary improvements to Edwards Road and League Road as set out in Exhibit “C”.

1.2 The County agrees to assist in planning and inspecting the necessary improvements.

1.3 The County agrees to maintain Edwards Road and League Road until the improvements are complete and the City annexes the roads and adjacent rights-of way, provided they are annexed within a reasonable time.

ARTICLE II: CITY OF MCLENDON-CHISOLM OBLIGATIONS

2.1 The City agrees to oversee and direct all improvements and to ensure they are constructed in a good and workmanlike manner and not inconsistent with the County’s road development standards.

2.2 The City will be responsible for securing necessary arrangements with the developer for completion of the work described in Exhibit “C” at no cost to the County.

2.3 Following completion of the improvements, and upon formal request by the County pursuant to Section 43.1055 of the Texas Local Government Code, the City shall annex those portions of Edwards Road and League Road, including their adjacent rights-of-way.

2.4 After annexation, the City shall take over maintenance of those portions of Edwards Road and League Road as set out in Exhibit “B”.

ARTICLE III: TERM

3.1 The term of this Agreement will commence on the Effective date and continue until April 30, 2022 ("Term"). The term may be extended upon written agreement of the parties.

ARTICLE IV: IMMUNITY

4.1 It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not a signatory hereto. The remedies of any party hereto with respect to a claim against the other party shall not be impaired by this Agreement when the claim does not arise from the services provided for pursuant to this Agreement. Neither the execution of this Agreement by, nor any other conduct of any representative of either party relating to this Agreement, shall be considered a waiver of such party's sovereign immunity.

ARTICLE V: MISCELLANEOUS

5.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. Venue for any action shall be in Rockwall County.

5.2 **Entire Agreement.** This Agreement is the entire agreement between the parties. There is no other collateral or oral agreement between the parties that relates to the subject matter of this Agreement.

5.3 **Amendment.** This Agreement may be amended only by the written agreement of all parties hereto.

5.4 **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

5.5 **Survival.** The terms of the Agreement shall survive the expiration or earlier termination of this agreement.

EXECUTED to be effective on the date last signed below.

CITY OF MCLENDON-CHISOLM

By: _____

Name: _____

Title: _____

Date Signed: _____

ROCKWALL COUNTY, TEXAS

By: _____

Name: _____

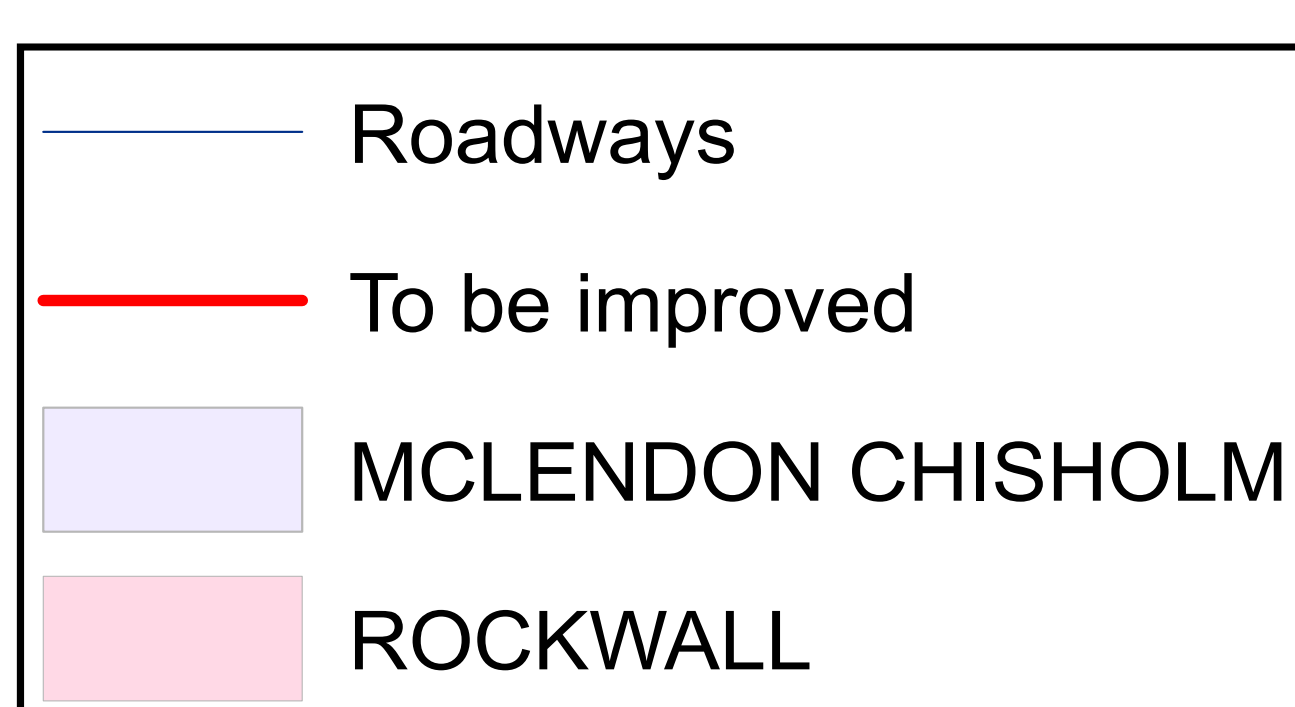
Title: _____

Date Signed: _____



Exhibit A

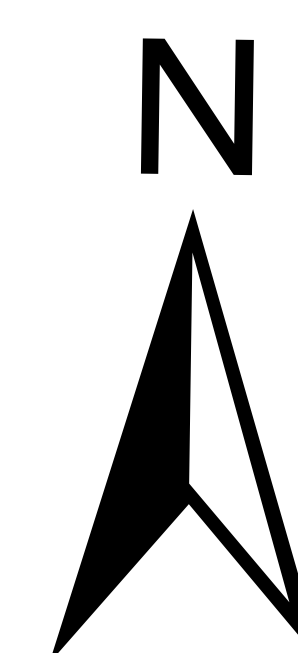
Edwards Rd & League Rd



Edwards Rd - 6,200ft from
League Rd to end of city limits

League Rd - 1,750ft from Edwards Rd
to Sonoma Verde Entrance

Indicated measurements are approximations only.



Source:
Rockwall County GIS Department,
North Central Texas Council of Government

Disclaimer:
This Map is for illustrative purposes only. In
no way should this be used to settle any boundary
disputes or location conflicts.

Updated: 09/08/2021

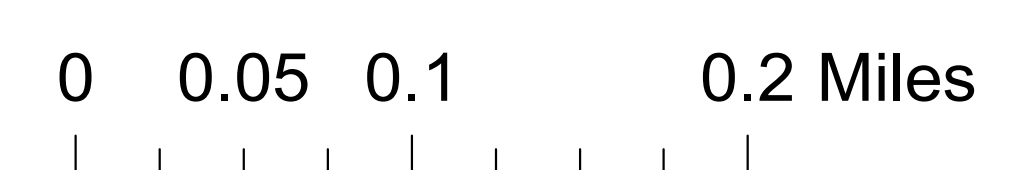




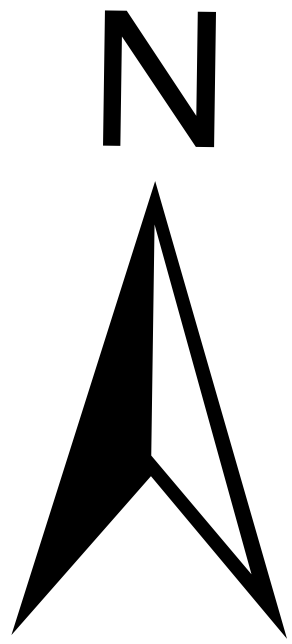
Exhibit B

Post Annexation Maintenance Authority for Edwards Road and League Road



	Roadways
	County Maintained
	City Maintained
	MCLENDON CHISHOLM
	ROCKWALL

Monuments such as roadway intersections and city limit boundaries are intended termination points. Indicated measurements are approximations only.



Source:
Rockwall County GIS Department,
North Central Texas Council of Government

Disclaimer:
This Map is for illustrative purposes only. In
no way should this be used to settle any boundary
disputes or location conflicts.

Updated: 09/08/2021

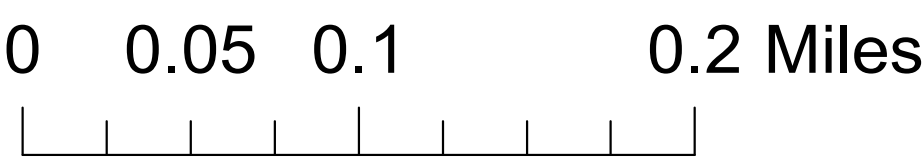


Exhibit C

	5W Contracting, LLC 5425 FM 1567 West Sulphur Springs, Texas 75482 mwilliams@5wcontracting.com Phone: 903-348-3796 Fax: 903-485-2715 Prepared by: Michael Williams	BID DATE 7/14/21 BID # 71421 CUSTOMER ID DUE DATE			
CUSTOMER Craig Malan, PE Kimley-Horn 400 N. Oklahoma Dr., Suite 105 Celina, Texas 75009 PROJECT Sonoma Verde Grading And Seal Coat					
Item No.	Description	Units	Quantity	Unit Cost	Amount
	Edwards & League Road Sealcoating				
	Seal Coat - Edwards 450'x20'	SY	1,000	\$ 12.40	\$ 12,400.00
	HMAC Patch - Edwards	Tons	25	\$ 150.00	\$ 3,750.00
	Base Grading - Edwards 5260'x20'	SY	11,688	\$ 2.16	\$ 25,246.08
	Seal Coat - Edwards 5260'x20'	SY	11,688	\$ 12.40	\$ 144,931.20
	Base Rock - Edwards (As Needed)	Tons	150	\$ 28.00	\$ 4,200.00
	Base Grading - League 170'x20'	SY	378	\$ 2.16	\$ 816.48
	Seal Coat - League 1,630'x20'	SY	3,622	\$ 12.40	\$ 44,912.80
	Maintenance Bond 1 Year	LS	1	\$ 500.00	\$ 500.00
				Subtotal	\$ 236,756.56
TERMS AND CONDITIONS					
Permits, Engineering, Testing, Utility Relocations, Subgrade Repairs, Traffic Controls, Erosion Controls or anything not mentioned in the above Work items.					
Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made within 15 days of the work completion.				TOTAL \$ 236,756.56	
Accepted By: _____			Date: _____		
If you have any questions about this bid please contact me.					
Thank You For Your Business!					

5W Contracting, LLC 5425 FM 1567 West, Sulphur Springs, Texas 75482

Edwards and League Road Chip and Seal

Repair, Chip and Seal	\$ 236,756.56
Alpha	\$ 3,000.00
Kimley-Horn	\$ 3,500.00
Traffic Control	\$ 4,000.00
Sub-Total	\$ 247,256.56
Contengency	\$ 49,451.31
Total	\$ 296,707.87

REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF MCLENDON-
CHISOLM AND LAND SOLUTIONS SV LLC FOR WORK TO EDWARDS ROAD
AND LEAGUE ROAD

1. PARTIES. The parties to this Agreement (“Agreement”) are the CITY OF MCLENDON-CHISOLM, a Texas municipal corporation (the “City”), and LAND SOLUTIONS SV LLC, a Delaware limited liability company (the “Developer”). The City and Developer, collectively, are hereinafter referenced as the “Parties,” or individually, a “Party.”

2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.

2.1 Developer is developing a single family subdivision located in the City of McLendon-Chisolm, Rockwall County, Texas, commonly known as “Sonoma Verde”, and as more particularly described on Exhibit A attached hereto (the “Property”).

2.2 The City and Developer have identified that certain portions of the roads located adjacent to the Property, commonly known as “Edwards Road” and “League Road”, collectively herein referred to as the “Roads” (each Road as depicted on Exhibit B attached hereto), need to be sealed, chipped, or otherwise improved (collectively, the “Work”).

2.3 The Work is more particularly described in that certain Agreement between Developer, as owner, and 5W Contracting, LLC, as contractor, to be executed after the date hereof and attached hereto as Exhibit C (the “Road Contract”).

2.4 Subject to the terms of this Agreement, Developer has agreed to complete the Work pursuant to the Road Contract.

2.5 Subject to the terms of this Agreement, the City has agreed to reimburse Developer for a portion of the cost of the Work in the amount of \$100,000.00.

3. OBLIGATIONS OF DEVELOPER AND CITY. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 Developer shall complete or cause the completion of the Work in accordance with and as described in the Road Contract.

3.2 Subject to the terms of this Agreement, the City shall reimburse Developer for a portion of the costs of the Work in the amount of \$100,000.00 (the “City’s Contribution”). The City’s Contribution shall be paid by the City to Developer within fifteen (15) days after Developer’s delivery of written notice to the City that the Work has been completed in accordance with the Road Contract.

4. NOTICE AND AUTHORIZED REPRESENTATIVES. All notices, requests and other communications to any Party hereunder (a) shall be in writing; (b) shall be deemed to have been duly given (i) on the date of delivery if delivered personally, (ii) on the third (3rd) business day after being deposited in the United States mail if sent by registered or certified mail, postage prepaid, return receipt requested or (iii) on the first (1st) business day after being deposited with a

reputable overnight courier service; and (c) shall be addressed to each Party hereto at the following addresses:

Developer:

LAND SOLUTIONS SV LLC
15441 Knoll Trail, Suite 150
Dallas, TX 75248
Attention: Phillip W. Duncan

City:

CITY OF MCLENDON-CHISOLM

[REDACTED]
[REDACTED]

Attention: [REDACTED]

5. REPRESENTATIONS. Each Party expressly warrants and represents that: (a) such Party has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) each Party has been duly authorized by proper action and has undertaken all legal prerequisites: (i) to execute and deliver this Agreement; and (ii) to perform its obligations hereunder; and (c) as of the date hereof, this Agreement is a legal, valid, and binding obligation of such Party.

6. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

7. EXHIBITS; ENTIRE AGREEMENT. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes. This Agreement represents the entire agreement between the Parties, and there are no oral or collateral agreements or understandings with respect hereto. This Agreement may be amended only by an instrument in writing signed by the Parties.

8. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of law principals.

10. EXECUTION. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed by the Parties to be effective as of September 13, 2021.

CITY:

CITY OF MCLENDON-CHISOLM,
a Texas municipal corporation

DEVELOPER:

LAND SOLUTIONS SV LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

THE PROPERTY

TRACT 1:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, and all of a 2.50-acre tract of land described in deed to MC 550 Land Holdings, L.P. recorded in Volume 6853, Page 40 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "R.S.C.I. 5034" found for the most northerly west corner of said 547.89-acre tract, also lying on the southeast line of Meadowcreek Addition, an addition to the City of McLendon Chisholm, Texas as recorded in Cabinet B, Slide 74 of the Plat Records of Rockwall County, Texas;

THENCE North 45 degrees 31 minutes 51 seconds East, along the northwest line of said 547.89-acre tract, a distance of 2295.14 feet to a 2-inch iron pipe found for an angle point in same;

THENCE North 45 degrees 51 minutes 38 seconds East, continuing along said northwest line, a distance of 1733.12 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the north corner of same, also for the north corner of said 2.50-acre tract, and lying in Edwards Road;

THENCE South 44 degrees 37 minutes 08 seconds East, along the southeast line of said 547.89-acre tract and said Edwards Road, a distance of 5680.64 feet to a 1/2 inch iron rod found for the most easterly corner of said 547.89-acre tract, also lying at the intersection of said Edwards Road with Wallace Road;

THENCE South 45 degrees 21 minutes 19 seconds West, along said Wallace Road, a distance of 1819.08 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the easterly right-of-way of Via Toscana Lane as dedicated by Sonoma Verde Phase 1B Tract 3 as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas;

THENCE along said Via Toscana Lane the following courses and distances:

North 44 degrees 38 minutes 41 seconds West, a distance of 40.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the left;

with said curve to the left having a radius of 340.00 feet, a central angle of 39 degrees 11 minutes 02 seconds, an arc length of 232.52 feet, a chord bearing of North 64 degrees 29 minutes 23 seconds West, a distance of 228.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a compound curve to the left;

with said compound curve continuing to the left having a radius of 300.00 feet, a central angle of 14 degrees 33 minutes 32 seconds, an arc length of 76.23 feet, a chord bearing of South 89 degrees 26 minutes 40 seconds West, a distance of 76.03 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a reverse curve to the right;

with said reverse curve to the right having a radius of 300.00 feet, a central angle of 14 degrees 34 minutes 29 seconds, an arc length of 76.31 feet, a chord bearing of South 89 degrees 04 minutes 46 seconds West, a distance of 76.11 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 87 degrees 09 minutes 14 seconds West, a distance of 132.35 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the right;

with said curve to the right having a radius of 370.00 feet, a central angle of 15 degrees 26 minutes 37 seconds, an arc length of 99.73 feet, a chord bearing of North 79 degrees 25 minutes 55 seconds West, a distance of 99.43 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE leaving said Via Toscana Lane and through the interior of said 547.89-acre tract the following courses and distances:

North 18 degrees 17 minutes 23 seconds East, a distance of 218.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 39 degrees 47 minutes 06 seconds West, a distance of 252.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 50 degrees 12 minutes 54 seconds East, a distance of 156.66 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 345.00 feet, a central angle of 44 degrees 51 minutes 43 seconds, an arc length of 270.13 feet, a chord bearing of North 27 degrees 47 minutes 03 seconds East, a distance of 263.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 05 degrees 21 minutes 11 seconds East, a distance of 320.18 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 355.00 feet, a central angle of 18 degrees 19 minutes 45 seconds, an arc length of 113.57 feet, a chord bearing of North 14 degrees 31 minutes 03 seconds East, a distance of 113.08 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 66 degrees 19 minutes 04 seconds West, a distance of 120.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 477.79 feet, a central angle of 10 degrees 15 minutes 42 seconds, an arc length of 85.57 feet, a chord bearing of North 28 degrees 44 minutes 17 seconds East, a distance of 85.46 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 525.00 feet, a central angle of 08 degrees 55 minutes 12 seconds, an arc length of 81.73 feet, a chord bearing of North 27 degrees 56 minutes 25 seconds East, a distance of 81.65 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 80 degrees 28 minutes 48 seconds East, a distance of 122.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 645.00 feet, a central angle of 02 degrees 38 minutes 42 seconds, an arc length of 29.77 feet, a chord bearing of North 19 degrees 31 minutes 19 seconds East, a distance of 29.77 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 18 degrees 11 minutes 58 seconds East, a distance of 451.74 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1145.00 feet, a central angle of 00 degrees 05 minutes 38 seconds, an arc length of 1.88 feet, a chord bearing of North 18 degrees 09 minutes 09 seconds East, a distance of 1.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 53 minutes 40 seconds West, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1025.00 feet, a central angle of 00 degrees 05 minutes 38 seconds, an arc length of 1.68 feet, a chord bearing of South 18 degrees 09 minutes 09 seconds West, a distance of 1.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 18 degrees 11 minutes 58 seconds West, a distance of 1.67 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 48 minutes 02 seconds West, a distance of 170.31 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the southeast line of Tract 1 of said Sonoma Verde Phase 1B;

THENCE North 18 degrees 08 minutes 56 seconds East along the southeast line of said Sonoma Verde Phase 1B, a distance of 25.57 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the east corner of said Tract 1 at the beginning of a curve to the left;

THENCE departing said Tract 1 and through the interior of said 547.89-acre tract the following courses and distances:

With said curve to the left having a radius of 855.00 feet, a central angle of 03 degrees 00 minutes 51 seconds, an arc length of 44.98 feet, a chord bearing of North 15 degrees 05 minutes 28 seconds East, a distance of 44.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 13 degrees 35 minutes 02 seconds East, a distance of 361.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 43 degrees 32 minutes 19 seconds West, a distance of 315.15 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 855.00 feet, a central angle of 04 degrees 17 minutes 01 seconds, an arc length of 63.92 feet, a chord bearing of North 45 degrees 40 minutes 50 seconds West, a distance of 63.91 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 47 degrees 49 minutes 20 seconds West, a distance of 427.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1145.00 feet, a central angle of 04 degrees 00 minutes 19 seconds, an arc length of 80.04 feet, a chord bearing of North 45 degrees 49 minutes 11 seconds West, a distance of 80.02 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 24 degrees 04 minutes 45 seconds West, a distance of 294.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 245.00 feet, a central angle of 93 degrees 53 minutes 10 seconds, an arc length of 401.46 feet, a chord bearing of South 71 degrees 01 minutes 20 seconds West, a distance of 358.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 62 degrees 02 minutes 05 seconds West, a distance of 213.17 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 44 degrees 42 minutes 59 seconds West, a distance of 377.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the northeast line of Tract 1 of said Sonoma Verde Phase 1B, same being the northeast line of Amalfi Drive (a 50' R.O.W.);

THENCE along the northerly line of said Tract 1 the following courses and distances;

North 45 degrees 17 minutes 01 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 44 degrees 42 minutes 59 seconds West, a distance of 6.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 45 degrees 17 minutes 01 seconds West, a distance of 143.54 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the north corner of said Tract 1;

South 44 degrees 44 minutes 56 seconds West, a distance of 560.24 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the northwest corner of said Tract 1, said point also lying on the northeasterly line of Sonoma Verde Phase 1, an addition to the City of McLendon Chisholm as recorded in Cabinet I, Slide 27 of the Plat Records of Rockwall, County, Texas;

THENCE North 51 degrees 38 minutes 06 seconds West along the northeasterly line of said Sonoma Verde Phase 1, a distance of 50.31 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the north corner of same;

THENCE departing said Sonoma Verde Phase 1 and through the interior of said 547.89-acre tract the following courses and distances:

North 44 degrees 44 minutes 56 seconds East, a distance of 1148.81 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 62 degrees 02 minutes 05 seconds West, a distance of 1211.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 695.00 feet, a central angle of 03 degrees 43 minutes 37 seconds, an arc length of 45.21 feet, a chord bearing of North 17 degrees 49 minutes 19 seconds East, a distance of 45.20 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 70 degrees 18 minutes 53 seconds West, a distance of 220.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 915.00 feet, a central angle of 04 degrees 20 minutes 01 seconds, an arc length of 69.21 feet, a chord bearing of South 17 degrees 31 minutes 06 seconds West, a distance of 69.19 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 15 degrees 21 minutes 06 seconds West, a distance of 794.56 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 38 degrees 38 minutes 19 seconds West, a distance of 90.13 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 35 degrees 02 minutes 53 seconds West, a distance of 123.41 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 23 degrees 19 minutes 48 seconds West, a distance of 118.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 25 degrees 24 minutes 15 seconds West, a distance of 124.48 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 12 degrees 11 minutes 43 seconds West, a distance of 133.34 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 26 degrees 21 minutes 55 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 63 degrees 38 minutes 05 seconds East, a distance of 6.35 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 725.00 feet, a central angle of 05 degrees 24 minutes 57 seconds, an arc length of 68.53 feet, a chord bearing of South 66 degrees 20 minutes 34 seconds East, a distance of 68.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 16 degrees 38 minutes 39 seconds West, a distance of 334.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 650.00 feet, a central angle of 45 degrees 41 minutes 42 seconds, an arc length of 518.39 feet, a chord bearing of South 06 degrees 12 minutes 12 seconds East, a distance of 504.76 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 29 degrees 03 minutes 03 seconds East, a distance of 142.06 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the northerly line of said Sonoma Verde Phase 1;

THENCE South 44 degrees 44 minutes 56 seconds West along the northerly line of said Sonoma Verde Phase 1, a distance of 815.78 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southwest line of the aforementioned 547.89-acre tract, same being an inner ell corner of said Sonoma Verde Phase 1;

THENCE North 44 degrees 52 minutes 30 seconds West, along said southwest line, a distance of 29.71 feet to a 5/8 inch iron rod found for an angle point in same;

THENCE North 44 degrees 46 minutes 30 seconds West, continuing along said southwest line, a distance of 834.50 feet to a 1/2-inch iron bolt found for an angle point in same;

THENCE North 44 degrees 46 minutes 39 seconds West, a distance of 1387.62 feet to the POINT OF BEGINNING containing 10,855,743 square feet, or 249.214 acres of land.

TRACT 2:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the north line of Sonoma Verde Phase 1, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 57 of the Plat Records of Rockwall County, Texas at the west corner of Lot 2, Block L of same;

THENCE departing said Sonoma Verde Phase 1 and through the interior of said 547.89-acre tract the following courses and distances:

North 29 degrees 03 minutes 03 seconds West, a distance of 91.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 475.00 feet, a central angle of 45 degrees 41 minutes 42 seconds, an arc length of 378.83 feet, a chord bearing of North 06 degrees 12 minutes 12 seconds West, a distance of 368.87 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 16 degrees 38 minutes 39 seconds East, a distance of 556.10 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 175.00 feet, a central angle of 06 degrees 32 minutes 02 seconds, an arc length of 19.96 feet, a chord bearing of North 19 degrees 54 minutes 40 seconds East, a distance of 19.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 71 degrees 40 minutes 51 seconds East, a distance of 123.83 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 355.00 feet, a central angle of 09 degrees 38 minutes 46 seconds, an arc length of 59.77 feet, a chord bearing of South 66 degrees 51 minutes 28 seconds East, a distance of 59.70 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 62 degrees 02 minutes 05 seconds East, a distance of 499.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the north line of said Sonoma Verde Phase 1, same being the north line of said Lot 2, Block L;

THENCE South 44 degrees 44 minutes 56 seconds West along the north line of said Lot 2, Block L, a distance of 987.72 feet to the POINT OF BEGINNING containing 401,411 square feet, or 9.215 acres of land

TRACT 3:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point lying on the north line of Sonoma Verde Phase 1, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 57 of the Plat Records of Rockwall County, Texas, from which a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for an ell corner of Lot 10, Block M of said Sonoma Verde Phase 1 bears South 44 degrees 44 minutes 56 seconds West, a distance of 815.78 feet ;

THENCE through the interior of said 547.89-acre tract the following courses and distances:

North 29 degrees 03 minutes 03 seconds West, a distance of 142.06 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

with said curve to the right having a radius of 650.00 feet, a central angle of 45 degrees 41 minutes 42 seconds, an arc length of 518.39 feet, a chord bearing of North 06 degrees 12 minutes 12 seconds West, a distance of 504.76 feet; to a 5/8 inch iron rod with cap stamped "TNP" set for corner

North 16 degrees 38 minutes 39 seconds East, a distance of 334.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

with said curve to the right having a radius of 725.00 feet, a central angle of 05 degrees 24 minutes 57 seconds, an arc length of 68.53 feet, a chord bearing of North 66 degrees 20 minutes 34 seconds West, a distance of 68.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 63 degrees 38 minutes 05 seconds West, a distance of 6.35 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 26 degrees 21 minutes 55 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 12 degrees 11 minutes 43 seconds East, a distance of 133.34 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 25 degrees 24 minutes 15 seconds East, a distance of 124.48 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 23 degrees 19 minutes 48 seconds East, a distance of 118.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 35 degrees 02 minutes 53 seconds East, a distance of 123.41 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 38 degrees 38 minutes 19 seconds East, a distance of 90.13 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 15 degrees 21 minutes 06 seconds East, a distance of 794.56 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

with said curve to the right having a radius of 915.00 feet, a central angle of 04 degrees 20 minutes 01 seconds, an arc length of 69.21 feet, a chord bearing of North 17 degrees 31 minutes 06 seconds East, a distance of 69.19 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner

South 70 degrees 18 minutes 53 seconds East, a distance of 220.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

with said curve to the left having a radius of 695.00 feet, a central angle of 03 degrees 43 minutes 37 seconds, an arc length of 45.21 feet, a chord bearing of South 17 degrees 49 minutes 19 seconds West, a distance of 45.20 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 62 degrees 02 minutes 05 seconds East, a distance of 1211.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 44 degrees 44 minutes 56 seconds West, a distance of 1211.61 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 62 degrees 02 minutes 05 seconds West, a distance of 499.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

with said curve to the left having a radius of 355.00 feet, a central angle of 09 degrees 38 minutes 46 seconds, an arc length of 59.77 feet, a chord bearing of North 66 degrees 51 minutes 28 seconds West, a distance of 59.70 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 40 minutes 51 seconds West, a distance of 123.83 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

with said curve to the left having a radius of 175.00 feet, a central angle of 06 degrees 32 minutes 02 seconds, an arc length of 19.96 feet, a chord bearing of South 19 degrees 54 minutes 40 seconds West, a distance of 19.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner

THENCE South 16 degrees 38 minutes 39 seconds West, a distance of 556.10 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

with said curve to the left having a radius of 475.00 feet, a central angle of 45 degrees 41 minutes 42 seconds, an arc length of 378.83 feet, a chord bearing of South 06 degrees 12 minutes 12 seconds East, a distance of 368.87 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 29 degrees 03 minutes 03 seconds East, a distance of 91.21 feet to a 5/8 inch iron rod cap stamped "R.P.L.S. 5430" found for the northwest corner of Lot 2, Block L of the aforementioned Sonoma Verde Phase 1;

THENCE South 44 degrees 44 minutes 56 seconds West, along the north line of said Sonoma Verde Phase 1, a distance of 182.24 feet to the POINT OF BEGINNING containing 1,570,009 square feet, or 36.042 acres of land.

TRACT 4:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in

deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the east corner of Lot 53, Block N of Tract 1 of Sonoma Verde Phase 1B, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 381 of the Plat Records of Rockwall County, Texas;

THENCE along the northeasterly line of said Tract 1 of Sonoma Verde Phase 1B the following courses and distances;

North 76 degrees 24 minutes 58 seconds West, a distance of 120.19 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 16 degrees 10 minutes 29 seconds East, a distance of 23.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 74 degrees 44 minutes 30 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 80 degrees 28 minutes 48 seconds West, a distance of 871.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 55.00 feet, a central angle of 27 degrees 35 minutes 07 seconds, an arc length of 26.48 feet, a chord bearing of North 66 degrees 41 minutes 15 seconds West, a distance of 26.22 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 44 degrees 42 minutes 59 seconds West, a distance of 120.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 175.00 feet, a central angle of 02 degrees 23 minutes 09 seconds, an arc length of 7.29 feet, a chord bearing of North 46 degrees 28 minutes 35 seconds West, a distance of 7.29 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 45 degrees 17 minutes 01 seconds West, a distance of 17.72 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 45 degrees 17 minutes 01 seconds West, a distance of 435.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the northeasterly line of said Tract 1 of Sonoma Verde Phase 1B and through the interior of said 547.89-acre tract the following courses and distances;

North 44 degrees 42 minutes 59 seconds East, a distance of 377.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 62 degrees 02 minutes 05 seconds East, a distance of 213.17 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 245.00 feet, a central angle of 93 degrees 53 minutes 10 seconds, an arc length of 401.46 feet, a chord bearing of North 71 degrees 01 minutes 20 seconds East, a distance of 358.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 24 degrees 04 minutes 45 seconds East, a distance of 294.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1145.00 feet, a central angle of 04 degrees 00 minutes 19 seconds, an arc length of 80.04 feet, a chord bearing of South 45 degrees 49 minutes 11 seconds East, a distance of 80.02 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 47 degrees 49 minutes 20 seconds East, a distance of 427.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 855.00 feet, a central angle of 04 degrees 17 minutes 01 seconds, an arc length of 63.92 feet, a chord bearing of South 45 degrees 40 minutes 50 seconds East, a distance of 63.91 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 43 degrees 32 minutes 19 seconds East, a distance of 315.15 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 13 degrees 35 minutes 02 seconds West, a distance of 361.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 855.00 feet, a central angle of 03 degrees 00 minutes 51 seconds, an arc length of 44.98 feet, a chord bearing of South 15 degrees 05 minutes 28 seconds West, a distance of 44.98 feet to the POINT OF BEGINNING containing 798,954 square feet, or 18.341 acres of land.

TRACT 5:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in

deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the south corner of Lot 22, Tract 1 of Sonoma Verde Phase 1B, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 381 of the Plat Records of Rockwall County, Texas, said point also lying on the northeast line of a tract of land to Rockwall Independent School District as recorded in Volume 6196, Page 200 of the Deed Records of Rockwall County, Texas;

THENCE departing the northeast line of said Rockwall Independent School District tract and along the southeasterly line of said Tract 1 of Sonoma Verde Phase 1B the following courses and distances;

North 09 degrees 31 minutes 12 seconds East, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 80 degrees 28 minutes 48 seconds East, a distance of 35.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 18 degrees 08 minutes 56 seconds East, a distance of 351.84 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the southeasterly line of said Tract 1 of Sonoma Verde Phase 1B and through the interior of said 547.89-acre tract the following courses and distances;

South 71 degrees 48 minutes 02 seconds East, a distance of 170.31 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 18 degrees 11 minutes 58 seconds East, a distance of 1.67 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1025.00 feet, a central angle of 00 degrees 05 minutes 38 seconds, an arc length of 1.68 feet, a chord bearing of North 18 degrees 09 minutes 09 seconds East, a distance of 1.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 71 degrees 53 minutes 40 seconds East, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1145.00 feet, a central angle of 00 degrees 05 minutes 38 seconds, an arc length of 1.88 feet, a chord bearing of South 18 degrees 09 minutes 09 seconds West, a distance of 1.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 18 degrees 11 minutes 58 seconds West, a distance of 451.74 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 645.00 feet, a central angle of 02 degrees 38 minutes 42 seconds, an arc length of 29.77 feet, a chord bearing of South 19 degrees 31 minutes 19 seconds West, a distance of 29.77 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 80 degrees 28 minutes 48 seconds West, a distance of 122.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 525.00 feet, a central angle of 08 degrees 55 minutes 12 seconds, an arc length of 81.73 feet, a chord bearing of South 27 degrees 56 minutes 25 seconds West, a distance of 81.65 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 477.79 feet, a central angle of 10 degrees 15 minutes 42 seconds, an arc length of 85.57 feet, a chord bearing of South 28 degrees 44 minutes 17 seconds West, a distance of 85.46 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 66 degrees 19 minutes 04 seconds East, a distance of 120.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left

With said curve to the left having a radius of 355.00 feet, a central angle of 18 degrees 19 minutes 45 seconds, an arc length of 113.57 feet, a chord bearing of South 14 degrees 31 minutes 03 seconds West, a distance of 113.08 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 05 degrees 21 minutes 11 seconds West, a distance of 320.18 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 345.00 feet, a central angle of 44 degrees 51 minutes 43 seconds, an arc length of 270.13 feet, a chord bearing of South 27 degrees 47 minutes 03 seconds West, a distance of 263.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 50 degrees 12 minutes 54 seconds West, a distance of 156.66 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 39 degrees 47 minutes 06 seconds West, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 50 degrees 12 minutes 54 seconds West, a distance of 145.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the northeasterly line of Via Toscana Lane, (a 60' R.O.W.) as dedicated by Sonoma Verde Phase 1, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 57 of the Plat Records of Rockwall County, Texas and at the beginning of a curve to the left;

THENCE with said curve to the left along said northeasterly line of Via Toscana Lane having a radius of 100.00 feet, a central angle of 28 degrees 57 minutes 18 seconds, an arc length of 50.54 feet, a chord bearing of North 39 degrees 47 minutes 06 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the south corner of previously mentioned Rockwall Independent School District tract;

THENCE departing said northeasterly line of Via Toscana Lane and along the southeasterly line of said Rockwall Independent School District tract the following courses and distances;

North 50 degrees 12 minutes 54 seconds East, a distance of 301.66 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 175.00 feet, a central angle of 44 degrees 51 minutes 43 seconds, an arc length of 137.02 feet, a chord bearing of North 27 degrees 47 minutes 03 seconds East, a distance of 133.55 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 05 degrees 21 minutes 11 seconds East, a distance of 320.18 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 527.79 feet, a central angle of 28 degrees 20 minutes 50 seconds, an arc length of 261.12 feet, a chord bearing of North 19 degrees 33 minutes 55 seconds East, a distance of 258.47 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of the reverse curve to the left;

With said reverse curve to the left having a radius of 475.00 feet, a central angle of 07 degrees 26 minutes 19 seconds, an arc length of 61.67 feet, a chord bearing of North 28 degrees 40 minutes 51 seconds East, a distance of 61.62 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 80 degrees 28 minutes 48 seconds West, a distance of 127.12 feet to the POINT OF BEGINNING containing 304,518 square feet, or 6.991 acres of land.

TRACT 6:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in

deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron found for the southwest corner of said 547.89-acre tract, also lying at the intersection of Wallace Road with Frontier Trail a variable width right-of-way;

THENCE North 44 degrees 50 minutes 24 seconds West, along the near center of said Frontier Trail, a distance of 1126.36 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southerly line of Sonoma Verde Phase 1, an addition to the City of McLendon Chisholm as recorded in Cabinet I, Slide 27 of the Plat Records of Rockwall County, Texas;

THENCE along Sonoma Verde Phase 1 the following courses and distances:

North 45 degrees 12 minutes 00 seconds East, a distance of 180.00 feet to 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 44 degrees 50 minutes 24 seconds East, a distance of 40.28 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found;

North 45 degrees 12 minutes 00 seconds East, a distance of 215.00 feet to 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southwesterly line of Lot 33, Tract 2 of Sonoma Verde Phase 1B, an addition to the City of McLendon Chisholm as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas, said point also being the southeast corner of said Sonoma Verde Phase 1;

THENCE South 44 degrees 50 minutes 24 seconds East, along the southwesterly line of said Lot 33, Tract 2 of Sonoma Verde Phase 1B passing the west corner of Sonoma Verde Phase 1C, an addition to the City of McLendon Chisholm as recorded in Cabinet J, Slide 221 of the Plat Records of Rockwall County, Texas at a distance of 59.84 feet and continuing along the southwesterly line of said Sonoma Verde Phase 1C, a total distance of 417.03 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the left;

THENCE with said curve to the left continuing along the southwesterly line of said Sonoma Verde Phase 1C having a radius of 240.00 feet, a central angle of 89 degrees 47 minutes 08 seconds, an arc length of 376.09 feet, a chord bearing of South 89 degrees 43 minutes 58 seconds East, a distance of 338.78 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE North 45 degrees 22 minutes 28 seconds East continuing along the southwesterly line of said Sonoma Verde Phase 1C, a distance of 587.89 feet to 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the east corner of said Sonoma Verde Phase 1C same point lying on the northeast line of Siena Lane;

North 44 degrees 37 minutes 32 seconds West along the northeasterly line of said Sonoma Verde Phase 1C same being the northeast line of said Siena Lane, a distance of 122.10 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the left;

THENCE with said curve to the left continuing along the northeasterly line of said Sonoma Verde Phase 1C having a radius of 300.00 feet, a central angle of 28 degrees 50 minutes 53 seconds, an arc length of 151.05 feet, a chord bearing of North 24 degrees 10 minutes 18 seconds East, a distance of 149.46 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner on the southeasterly line of previously mentioned Sonoma Verde Phase 1B Tract 2;

THENCE along the southeasterly line of said Sonoma Verde Phase 1B Tract 2 the following courses and distances;

North 09 degrees 44 minutes 52 seconds East, a distance of 138.23 feet to 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the right;

with said curve to the right having a radius of 490.00 feet, a central angle of 20 degrees 55 minutes 23 seconds, an arc length of 178.94 feet, a chord bearing of North 20 degrees 12 minutes 31 seconds East, a distance of 177.94 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 31 degrees 03 minutes 36 seconds East, a distance of 135.57 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southwesterly line of Via Toscana Lane, a variable width right-of-way as dedicated by Sonoma Verde Phase 1B Tract 3, an addition to the City of McLendon Chisholm as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas;

THENCE along the southwesterly right-of-way of said Via Toscana Lane the following courses and distances:

South 34 degrees 11 minutes 04 seconds East, a distance of 10.98 feet to 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the left;

with said curve to the left having a radius of 430.00 feet, a central angle of 52 degrees 58 minutes 09 seconds, an arc length of 397.53 feet, a chord bearing of South 60 degrees 40 minutes 09 seconds East, a distance of 383.52 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 87 degrees 09 minutes 14 seconds East, a distance of 123.79 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the right;

with said curve to the right having a radius of 300.00 feet, a central angle of 14 degrees 22 minutes 18 seconds, an arc length of 75.25 feet, a chord bearing of South 83 degrees 20

minutes 02 seconds East, a distance of 75.05 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a reverse curve to the left;

with said reverse curve to the left having a radius of 300.00 feet, a central angle of 14 degrees 22 minutes 21 seconds, an arc length of 75.25 feet, a chord bearing of South 83 degrees 14 minutes 57 seconds East, a distance of 75.06 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a reverse curve to the right;

with said reverse curve to the right having a radius of 260.00 feet, a central angle of 40 degrees 30 minutes 13 seconds, an arc length of 183.80 feet, a chord bearing of South 65 degrees 13 minutes 39 seconds East, a distance of 180.00 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 44 degrees 38 minutes 41 seconds East, a distance of 40.00 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southerly line of the aforementioned 547.89-acre tract also lying in the previously mentioned Wallace Road;

THENCE South 45 degrees 21 minutes 19 seconds West, along the southerly line of said 547.89-acre tract road and along the near center of said Wallace Road, a distance of 2109.31 feet to the POINT OF BEGINNING, containing 1,293,862 Square Feet, or 29.703 Acres.

EXHIBIT B

THE ROADS



Exhibit E

**SONOMA VERDE
EDWARDS ROAD & LEAGUE ROAD EXHIBIT
AUGUST 2021**

EXHIBIT C

THE ROAD CONTRACT

[Attached]

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



Sonoma Verde Edwards Road

INTRODUCTION

This Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC® C-200, 2013 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC® C-410, 2013 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC® C-700, 2013 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition), and the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

In construction contracting, as a general matter the "agreement" is the legal instrument executed (signed) by the project owner and the construction contractor, binding the parties to the terms of the contract. See CSI Project Delivery Practice Guide (2011), Section 11.1.2, p. 210, and CSI Construction Specification Practice Guide (2011), Section 5.1, p. 75. This EJCDC Agreement form serves that basic function, by identifying the parties and Contract Documents, and establishing the Contract Price and Contract Times. This Agreement form is specifically intended for stipulated price (fixed price) contracts—that is, contracts in which Owner and Contractor identify specific lump sums and unit prices as Contractor's compensation for performing the Work. For construction contracts in which the Contract Price is primarily based on costs incurred during construction, users should select EJCDC® C-525, Agreement between Owner and Contractor for Construction Contract (Cost-Plus).

This Agreement form is drafted to be flexible enough to be used on projects that are competitively bid, and for public and private contracts that are negotiated or awarded through a proposal process or otherwise. On competitively bid projects, the following documentary information would typically be made available to bidders:

- Bidding Requirements, which include the Advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders, and Bid Form supplements (if any) such as Bid Bond and Qualifications Statement.
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.
- Documents referred to in the Supplementary Conditions or elsewhere as being of interest to bidders for reference purposes, but which are not Contract Documents.

Together, the Bidding Requirements and the Contract Documents are referred to as the Bidding Documents. (The terms "Bidding Documents," "Bidding Requirements," and "Contract Documents" are defined in Article 1 of the General Conditions.) The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter. Many contracts are awarded without even going through a bidding process, and thus have no Bidding Requirements, illustrating that the bidding items are typically superfluous to the formation of a binding and comprehensive construction contract. In some cases, however, a bid or proposal will contain numerous line items and their prices; in such case the actual bid or proposal document may be attached as an exhibit to the Agreement to avoid extensive rekeying.

Suggested provisions are accompanied by “Notes to User” and bracketed notes and prompts to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms, and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition), available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC’s sponsoring organizations.

CSI MasterFormat™ (50-Division format) designates Document “00 52 XX” for various forms of the owner-contractor agreement. If this format is used, the first page of the Agreement would be numbered 00 52 13-1 (or other appropriate third pair of numbers, in accordance with MasterFormat™).

Instructions and restrictions regarding the use of this document are set out in the License Agreement that accompanied the document at the time of purchase. To prepare the Agreement for inclusion in a Project Manual or for use in a specific contractual engagement, (1) remove the cover pages and this Introduction, (2) fill in Project-specific information and make revisions to the Agreement, following the guidance in the Notes to Users and bracketed notes and prompts, and the advice of legal counsel, and (3) delete the Notes to Users and bracketed notes and prompts.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Land Solutions SV, LLC ("Owner") and
5W Contracting, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Chip and Seal Edwards Road and portions of League Road surrounding Sonoma Verde Subdivision in McClendon Chisholm, Texas.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Perimeter roads around Sonoma Verde located in McClendon Chisholm, Texas

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by:

Craig Malan, P.E.
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105,
Celina, TX 75009
Phone 469-287-5209

- 3.02 The Owner has retained Kimley-Horn and Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
- 3.03 The Owner has retained Land Solutions SV, LLC ("Consultant") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed as of the dates described below. Working days will include Saturdays.
 - 1. All work per the contract within 14 calendar days from Notice to Proceed.
 - 2. N/A
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1: N/A
 - 2. Milestone 2: N/A
 - 3. Milestone 3: N/A

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$100.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 - 4. Milestones: Contractor shall pay Owner \$0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of the Milestone dates, until the Milestone dates are achieved.
- B. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$0.00 for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$0.00.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved. Page v

- A. For all Work other than Unit Price Work, a lump sum of: \$236,756.56.
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. **Any additional work or quantities needed to complete the Work as requested by Owner shall be completed at the contract unit prices and must be agreed upon by the OWNER and the CONTRACTOR in writing pursuant to a Change Order before any additional work begins.**
- C. For all Work, see the schedule of values stated in CONTRACTOR's Bid attached hereto as Exhibit A.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day following receipt by OWNER of CONTRACTOR'S Application for Payment, provided that such Applications for Payment have been submitted by the 25th of the month and otherwise meet the requirements of the Contract. The CONTRACTOR shall submit their progress payments on AIA Form G702 and G703 to OWNER and ENGINEER for review and approval. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- C. No claims for additional work will be paid unless the additional work is approved by the OWNER and ENGINEER in writing and the price for same is agreed to by the OWNER prior to the additional work being done by the CONTRACTOR pursuant to a signed Change Order.
- D. Prior to each progress payment and the final payment, CONTRACTOR shall provide the OWNER with an Affidavit of Bills Paid, Partial Release of Lien for current Application for Payment and Final Release for all prior payments from CONTRACTOR and each SUBCONTRACTOR or material supplier that provided services to the CONTRACTOR for the Project in excess of five thousand dollars (\$5,000.00). The form of Lien Releases and Affidavit of Bills Paid are attached to this Agreement. CONTRACTOR agrees to additionally provide any forms or affidavits reasonably requested by OWNER'S lender

6.03 Final Payment

- A. Upon final completion and acceptance of the Work by Owner, Engineer and all regulating bodies, to include but not limited to the City, County, District and any Special Utility Districts and in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents and has not solely relied on bid quantities provided by the Engineer in determining the lump sum price. The Contract lump sum will not be adjusted due to omissions by the Owner, Engineer or Contractor.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. All Documents in Owners possession have been provided.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related

reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. CONTRACTOR agrees to work in harmony with other contractors on site where CONTRACTOR's work abuts, connects, or is adjacent to other work being performed, or to existing infrastructure.
- L. CONTRACTOR agrees to work within the agreed upon limits of construction and shall work to eliminate construction crossing of all areas, natural or otherwise, outside the working limits. CONTRACTOR further agrees to pay a penalty of \$1000 per occurrence where CONTRACTOR is found to violate the agreed upon working limits and will be required to reseed all disturbed areas at CONTRACTORS expense. CONTRACTOR may be required to install cable or snow fencing at CONTRACTORS expense on the perimeter of construction limits should traffic invade these areas.
- M. CONTRACTOR agrees to keep all roads free of construction dirt, debris and mud throughout the Construction timeframe. All construction equipment must be cleaned of dirt, mud and debris prior to exiting working limits. CONTRACTOR agrees to sweep all construction roads, including existing infrastructure used for equipment transport, prior to exiting the Project. This applies only to what is caused by this scope of work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages C-520-i to C-520-xix inclusive).
 - 2. Performance bond (pages N/A to N/A, inclusive).
 - 3. Payment bond (pages N/A to N/A, inclusive).
 - 4. General Conditions (pages C-700-1 to C-700-65 inclusive).

5. Supplementary Conditions (pages N/A to N/A, inclusive).
6. Drawings (not attached but incorporated by reference) bearing the following general title: Sonoma Verde Edwards Road & League Road Exhibit dated August 2021 attached as Exhibit E
7. Geotechnical Report (not attached but incorporated by reference) bearing the following general title: N/A
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Contractors Insurance Requirements
 - c. Subcontractor Insurance Requirements
 - d. Contractor's Certificate of Insurance
 - e. Form of Partial Release of Liens and Bills Paid Affidavit
 - f. Form of Final Release of Liens and Bills Paid Affidavit
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Consent of Contractor
 - f. Affidavit of Commencement
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- B. OWNER may rely solely upon CONTRACTOR for enforcement of all subcontracts. To effect such purpose, CONTRACTOR now assigns to OWNER all right to bring any actions against SUBCONTRACTORS and material vendors without waiver by OWNER of its right against CONTRACTOR because of defaults, delays and defects for which a SUBCONTRACTOR or material vendor may also be liable; provided, however, that OWNER shall not have the right to bring such actions directly against such SUBCONTRACTOR unless CONTRACTOR has defaulted hereunder (and such default remains uncured) or OWNER has terminated this Agreement as a result of such default. CONTRACTOR will indemnify, defend and hold OWNER harmless from any failure or refusal of any SUBCONTRACTOR to comply with any provision of the Contract Documents. In addition, this Agreement may be collaterally assigned by OWNER (or any permitted assignee) to a financial institution providing financing to OWNER (or any permitted assignee) for the purchase and/or development of the Project.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Supervision: CONTRACTOR shall provide a competent superintendent, satisfactory to the OWNER and the ENGINEER, on the Site at all times during working hours with full authority

to act for CONTRACTOR. The CONTRACTOR shall provide an adequate staff for the proper coordination and expediting of the Work. CONTRACTOR'S supervisor shall coordinate with OWNER and Engineer on any additional work required.

- B. Testing: Testing and inspection of materials required for the Work shall be performed by a commercial laboratory acceptable to OWNER and ENGINEER. In the event tests indicate a material does not meet the minimum requirements of the Specifications, the cost of additional testing required, as determined by the laboratory, will be paid for by the CONTRACTOR.

Testing Lab: **Alpha Testing, Inc.**
 Chris Moore, P.E.
 2209 Wisconsin Street, Suite 100
 Dallas, TX. 75229
 972-620-8911

- C. Guarantee and Warranty:

1. CONTRACTOR agrees to promptly make good, without cost to OWNER any and all defects in the CONTRACTOR's Work due to faulty workmanship and/or materials which may appear within the guarantee or warranty period so established in the Contract Documents and if no such period be stipulated in the Contract Documents, then such **guarantee shall be a for a minimum period of One (1) year from the date of completion and acceptance of the Project by OWNER and Final Acceptance by all regulating bodies, to include but not limited to the City, County, District and any Special Utility Districts or the duration further required.** Receipt by OWNER of all guarantees or warranties stipulated by the Contract Documents is required prior to processing CONTRACTOR's final payment. This warranty shall be in addition to all other warranties and remedies, expressed or implied, under the law and the Contract Documents. CONTRACTOR shall provide OWNER with copies of all guarantees or warranties which have been made to the CONTRACTOR by suppliers or SUB-CONTRACTORS as required hereunder, together with an assignment of such warranties and guarantees to the OWNER and/or the County; however, such assignment shall not relieve the CONTRACTOR of the responsibility stated in the preceding paragraph in case of failure of SUB-CONTRACTORS or suppliers to fulfill the provision of such warranties or guarantees.
2. Notwithstanding any other term or provision contained herein to the contrary, and in accordance with Tex. Civ. Prac. & Rem. Code § 16.009(e)(1), OWNER and CONTRACTOR expressly understand, agree and accept that for the purpose of calculating the ten (10) year period in § 16.009, the Date of Substantial Completion of CONTRACTOR's Work shall be the same date as the Date of Substantial Completion for the Project (final acceptance from the OWNER all regulating bodies and release from the OWNER'S lender).
3. CONTRACTOR further understands, accepts and agrees that if any person or entity brings suit for damages for any claim arising out of an alleged defective or unsafe condition of the Project, or an alleged deficiency in the construction or repair of the Project, which may be covered by the indemnification agreements specified below, and if a court of competent jurisdiction determines that the Date of Substantial Completion of CONTRACTOR's Work is not the same date as the Date of Substantial Completion of

the Project, in spite of the parties' agreement in (a) above, CONTRACTOR hereby waives and relinquishes any right it may have to assert a defense based upon CONTRACTOR's Date of Substantial Completion being different than the Date of Substantial Completion for the entire Project, against any action brought by OWNER against CONTRACTOR to enforce the terms and provisions of the indemnification agreements contained in the Contract.

- D. *Storage of Materials*: No materials shall be stored nor shall any equipment be parked on property adjacent to the Site without the express written consent of OWNER and the owner of the adjacent property. Upon completion of all Work, or when directed by OWNER, the CONTRACTOR shall remove all unused materials from the Site. All materials and equipment stored on Site shall be at the CONTRACTOR'S sole risk and OWNER is hereby released from any and all liability for CONTRACTOR'S materials or equipment at the Site being stolen or damaged in any way.
- E. *Barricades and Warnings*: The safety of the public shall be regarded as of primary importance and the responsibility of CONTRACTOR during construction of the Work. CONTRACTOR shall keep all members of the public away from the Site at all times. Where public safety is involved and/or otherwise required by Laws and Regulations, the CONTRACTOR shall provide caution tape, warning lights which shall be kept burning between the hours of sunset and sunrise and other such measures to ensure public safety at the Site at all times. Barricades and warnings shall be as approved by the ENGINEER
- F. *Clean-up*:
1. The CONTRACTOR shall at all times keep the Site and structures or facilities thereon, free from accumulations of waste material, debris, or rubbish caused in connection with the Work. At the completion of the Work, CONTRACTOR shall remove from the Site all of CONTRACTOR'S tools, surplus materials, and debris, and shall leave the Site and Work in a neat and orderly condition unless otherwise noted on the Drawings or specified herein.
 2. Upon completion of the Work and before final acceptance and final payment, the CONTRACTOR shall remove rubbish, unused materials, and temporary structures from the limits of the Project and restore, in a manner acceptable to the OWNER, all property, both public and private, that has been damaged during execution of the Work, and shall level and grade all portions of the work where the surface of the natural ground or street surfacing has been disturbed during construction. The Site shall be left in a neat and presentable condition and free from ruts. Excavated materials shall not be deposited on adjacent property unless written approval is obtained from the owner of the adjacent property.
- G. *Disposal of Waste & Surplus Materials & Excavation*: All trash, concrete rubble, or other debris shall be removed from the Site and disposed of or placed in a manner approved by the OWNER. When applicable, the spoils from the Work may be disposed of on-Site, at a location specified and agreed upon by OWNER. All excavated earth in excess of that required for backfilling shall be disposed of in a satisfactory manner to the OWNER.
- H. *Indemnification*: CONTRACTOR recognizes that accidents and other problems may occur while it is performing the Work. CONTRACTOR also recognizes that because of such problems, Claims may be made against OWNER or others. Because CONTRACTOR and OWNER intend that CONTRACTOR will be solely responsible for the supervision of the Work

and all consequences of the Work as set forth herein, CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend, protect, hold harmless and release OWNER, all affiliates of OWNER, ENGINEER, CONSULTANT, and all of such parties' representatives, partners, members, officers, directors, shareholders, employees, agents, successors and assigns, and any lender of OWNER with an interest in the Project (individually, an "Indemnified Party"; and collectively, the "Indemnified Parties") from and against any and all Claims (including, without limitation, claims for bodily injury, death or damage to property) of every kind and nature whatsoever to the extent arising from or in connection with: (a) the performance of the Work or CONTRACTOR's use or occupancy of the Site; (b) any liens or encumbrances incurred or resulting from the acts of CONTRACTOR or its agents, employees or SUBCONTRACTORS or those acting at their instance; (c) any work, occurrence, conduct, act or omission maintained, performed, permitted or suffered by CONTRACTOR or any representative, SUBCONTRACTOR or supplier of CONTRACTOR, or any employee, agent, invitee or licensee of any of the foregoing, on or about or pertaining to the Site or any portion thereof, (d) CONTRACTOR's failure to perform its obligations under this Agreement, or CONTRACTOR's breach of the terms of this Agreement; (e) any act, omission, negligence or misconduct of CONTRACTOR or its representatives, SUBCONTRACTORS, suppliers, employees, agents, invitees or licensees or those acting at their instance (whether active or passive); (f) any accident, injury or damage whatsoever caused to any person, firm or corporation on the Site or any sidewalk, street or land adjacent thereto arising as a result of any act or omission of CONTRACTOR or its representatives, SUBCONTRACTORS, suppliers, employees, agents, invitees or licensees during the term of this Agreement; (g) any claim pertaining to construction defects relating in any way to the Work as defined herein, or to any improvements constructed; and (h) any failure of CONTRACTOR to procure and/or maintain the insurance as required under this Agreement.

CONTRACTOR'S OBLIGATION TO INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS ANY INDEMNIFIED PARTY SHALL APPLY WITH FULL FORCE AND EFFECT REGARDLESS OF AN INDEMNIFIED PARTY'S SOLE OR CONCURRENT NEGLIGENCE WITH RESPECT TO ALL CLAIMS RELATING TO THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS OR ANY SUBCONTRACTOR (AN "EMPLOYEE CLAIM"). WITH RESPECT TO ALL CLAIMS OTHER THAN AN EMPLOYEE CLAIM, CONTRACTOR SHALL HAVE NO OBLIGATION TO INDEMNIFY ANY INDEMNIFIED PARTY AGAINST SUCH CLAIM TO THE EXTENT, BUT ONLY TO THE EXTENT, SUCH CLAIM IS DETERMINED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR BY THE BREACH OF THE TERMS OF THIS AGREEMENT BY OWNER.

Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. CONTRACTOR's indemnification obligation hereunder shall survive acceptance and the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto; accordingly, any rule of construction of contracts that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement. The express indemnification provision set forth in this

Agreement shall solely govern all issues of indemnification and contribution between CONTRACTOR and OWNER. OWNER AND CONTRACTOR ACKNOWLEDGE AND AGREE THAT THE INDEMNIFICATION PROVISIONS SET FORTH IN THIS PARAGRAPH 9.12 SHALL REPLACE THE INDEMNIFICATIONS PROVISIONS SET FORTH IN PARAGRAPH 6.20 OF THE GENERAL CONDITIONS IN THEIR ENTIRETY.

In addition to any other guarantee, warranty, or indemnity expressly made by CONTRACTOR or implied by law, CONTRACTOR guarantees that the Work complies with all Laws and Regulations and guarantees the Work against defect in workmanship and materials for the benefit of OWNER and each of the other Indemnified Parties, and their successors and assigns, and CONTRACTOR will indemnify and hold OWNER and the other Indemnified Parties, and their successors and assigns, harmless from and against all Claims, including attorneys' fees and other costs of defense incurred by OWNER and/or any of the other Indemnified Parties, and their successors and assigns, defending against any Claim or enforcing this indemnity and defense obligation, arising out of any defective condition. This guarantee will specifically inure to the benefit of and be enforceable by any purchaser of any dwelling constructed or to be constructed and with respect of which the Work applies. This guarantee is broad enough to include any Claim made against OWNER and any of the other Indemnified Parties, and their successors and assigns, concerning the Work. If a Claim is made against the OWNER and/or any of the other Indemnified Parties, and/or their successors and assigns, concerning the Work, OWNER and/or the other Indemnified Party, and their successors and assigns, may tender defense of such Claim to CONTRACTOR and CONTRACTOR agrees to defend same. If demand is made upon CONTRACTOR to perform under this guarantee, CONTRACTOR at its sole cost and expense, will expeditiously repair or replace any defective Work, whether existing because of faulty workmanship, defective equipment or materials, or from any other cause and repair or replace any damage to the work of others caused by such defective Work. If CONTRACTOR fails to perform under this guarantee, the party entitled to performance or the OWNER, and its successors and assigns, will have the right to hire other persons to correct the defective Work and hold CONTRACTOR liable for the costs thereof including costs, disbursements and reasonable attorneys' fees incurred in the enforcement of this provision. The Guarantee in this paragraph is independent from all other obligations of CONTRACTOR under this Agreement, including, without limitation, all indemnification provisions, and will apply whether or not required by any other provision of this Agreement.

- I. Erosion Control: The OWNER shall prepare the Storm-water Pollution Prevention Plan (SWPPP). The CONTRACTOR is responsible for any damage to erosion control devices caused by contractor and ensuring they are performing as intended. OWNER and CONTRACTOR shall file a Notice of Intent with the TCEQ where applicable, and a Notice of Termination upon completion of construction activities. The SWPPP will be posted on-Site at all times.

The OWNER will complete required inspection reports summarizing SWPPP deficiencies and major observations relating to the implementation of the SWPPP. Any deficiencies noted in the inspection reports shall be repaired by OWNER and if repairs are as a result damage by CONTRACTOR, CONTRACTOR shall reimburse OWNER of such expense and must be done so as a condition for monthly payments. If additional controls are required as directed by the OWNER in excess of those disclosed on the prepared SWPPP, they will be paid for by the OWNER.

- J. Property Lines and Monuments: The Contractor shall protect all property corner markers at the Site, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.
- K. Existing Utilities and Service Lines: The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by the Work. Where existing utilities or service lines are cut, broken, or damaged in connection with the Work, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at Contractor's own cost and expense.
- L. Public Utilities and Other Property to be Changed: In case it is necessary to change or move the property of a public utility in connection with the Work, such property shall not be moved or interfered with until authorized by the utility company and approved by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of the Work.
- M. Fence and Drainage Channels: Boundary fences and other improvements removed to perform the Work shall be replaced in the same location and left in a condition as good or better by Contractor than that in which they were found unless otherwise stated in the Contract Documents. Surface drainage channels disturbed or blocked during the Work shall be restored to their original condition of grade and cross section after the Work is completed.
- N. Water for Construction: The Contractor shall make the necessary arrangements for securing and transporting all water required for the Work, including water required for mixing of concrete, sprinkling, testing or flushing. The Contractor shall provide water as required at Contractor's own expense.
- O. Lights and Power: The Contractor shall provide, at its own expense, temporary lighting and power facilities required for the proper prosecution of the Work.
- P. Protection of Trees: The Contractor shall not remove any trees from the Site without specific written approval from the Owner. All trees that are not designated removed shall be protected by Contractor from damage to their trunks and limbs, and the Contractor shall not allow any fill or excavation material to be piled at the base of any of the existing trees so that the natural grade is raised. Any tree that is destroyed by Contractor because of the aforementioned reasons shall be replaced at the Contractor's sole expense. No construction material may be stored under or construction equipment parked or stored under the canopy of an existing tree.
- Q. Insurance:

CONTRACTOR AND OWNER ACKNOWLEDGE AND AGREE THAT THE INSURANCE PROVISIONS SET FORTH BELOW REPLACE THE INSURANCE PROVISIONS IN ARTICLE 5 OF THE GENERAL CONDITIONS IN THEIR ENTIRETY.

So long as any of the Work remains to be completed, Contractor shall, at Contractor's sole cost and expense, carry and maintain in full force and effect insurance coverage in accordance with Exhibit B attached to the Agreement.

Contractor shall also cause each Subcontractor, at each Subcontractor's sole cost and expense, to carry and maintain in full force and effect, prior to commencing any portion of the Work, insurance coverage in accordance with Exhibit C attached hereto and made part

hereof for all purposes. Upon request of Owner, Contractor shall provide Owner with copies of certificates of insurance evidencing the required insurance for each Subcontractor.

Insurance carriers must have a "Best's Rating" and a "Financial Size Category" acceptable to Owner. Insurance carriers must be admitted in the State of Texas, unless otherwise approved in writing by Owner.

The required insurance will cover Contractor, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) performing any work under any contract or agreement with Contractor.

Contractor for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required herein, hereby waives and releases the additional insureds from liability for loss, damage or loss of property at the Site, which loss or damage is covered by such insurance, to the extent such damages are covered by Contractor's policies of insurance or are required to be covered by the required insurance. This provision is intended to waive fully for the benefit of Owner and the other additional insureds any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Contractor. Contractor will obtain a waiver of any subrogation right that its insurers may acquire against the additional insureds by virtue of payment of any such loss covered by such insurance.

The project/job description and/or description of operations on all certificates, endorsements and other insurance documentation will read "All Work Performed For The Additional Insureds."

Concurrently with the execution of the Agreement, Contractor will file with Owner original certificates of insurance and endorsements showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. Upon the request of Owner, Contractor will provide Owner with certified copies of all policies as well as any subsequent policies and endorsements that Contractor is required to procure and maintain. Upon the request of Owner, renewal certificates and endorsements for commercial general liability will be provided to Owner, at no expense to Owner, prior to expiration of such insurance, for a period of 1 year after the completion of the Work. Such continuing insurance will comply with the requirements set forth in this Contract. CONTRACTOR WILL NOT COMMENCE OR BE PAID FOR ANY WORK (INCLUDING FINAL PAYMENTS) UNLESS AND UNTIL INSURANCE DOCUMENTATION PROPERLY COMPLETED AND EXECUTED HAS BEEN DELIVERED TO AND APPROVED BY OWNER.

If Contractor fails to procure, maintain or pay for the required insurance, Owner at its sole discretion may define other financial risk transfer mechanisms or secure the same or similar insurance coverage, in which event Contractor will pay the cost thereof and will furnish upon demand, all information that may be required. Owner will have the right to backcharge Contractor for such costs. The failure of Owner to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor's coverage based upon the evidence of insurance provided by Contractor will not be construed as a waiver by Owner of Contractor's obligation to procure, maintain and pay for the required insurance. Notwithstanding any provision to the contrary contained herein, any waiver of

the required insurance, including, without limitation, the amount or extent of coverage, may only be obtained by the prior written consent of Owner.

The insurance requirements set forth herein will in no way limit Contractor's liability arising out of the Work or related activities (including liability under the indemnification provisions set forth in the Agreement or under any other provisions of the Contract Documents or at law). The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits. The required minimum policy limits set forth in Exhibit B will not be construed as a limitation of Owner's rights under any policy with higher limits, and no policy maintained by Contractor will be endorsed to include such a limitation. Nothing contained herein will be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor will be responsible for determining appropriate inclusions, coverage and limits which may be in excess of the minimum requirements set forth herein.

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein will be deemed a material breach of the Agreement.

Contractor will immediately notify (or cause its insurers or insurance broker to notify) Owner of receipt by Contractor of any notice of cancellation or rescission received from an insurance carrier referring to or relating to a policy provided in accordance with the provisions herein which names Contractor, its parent, subsidiary or affiliated companies or their officers, directors or employees as additional insureds or which may otherwise impact the ability of Contractor to fully perform its obligations hereunder (including, without limitation, the indemnity obligations of Contractor set forth in the Contract Documents).

The required insurance set forth herein is independent from all other obligations of Contractor under the Contract Documents, including, without limitation, all indemnification provisions, and will apply whether or not required by any other provision of the Contract Documents and regardless of the enforceability of any other provision in the Contract Documents.

- R. Trenching and Shoring Design: Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures in accordance with the Work, in accordance with State of Texas HB 662 and HB 665. On trench excavations in excess of five feet in depth, Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in the safe execution of trenching and shoring, unless other procedures are reviewed and accepted in writing by the applicable authorities prior to commencing trenching work. The Engineer will not be responsible for reviewing or accepting the Contractor's means and methods for trenching and shoring obligations.
- S. Payment of Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required by law in connection with the Work, and this amount shall be included in the Contract Price.
- T. Grading Specifications and Verification: Grades are to be within 0.10 feet of proposed pavement and +0.3 feet of proposed lot (pad) grade. This includes grading each lot (pad) level to +/- 0.10 feet within each corner. Paving tolerance shall be according to the North Central Council of Government Specifications. All drainage swales between lots and in the rear lot swales will be installed. The Contractor will be responsible for ensuring positive drainage at all low points including but not limited to construction a temporary diversion swales as directed by Engineer. The Contractor will perform final lot grading after completion of paving and franchise utilities. The contract will not be complete until grades are verified

by the Engineer. Retainage will not be released until final grading is complete and verified. Contractor will notify Engineer when ready for grading verification prior to utility construction and after lot grading.

- U. Waste Material: All acceptable excess excavation shall be disposed of by spreading in thin lifts (not to exceed six inches) on the site as directed by the Owner. Unacceptable excavation, including large rock, pieces of concrete or trash, shall become the property of the Contractor and be disposed of off-site at the expense of Owner. The decision to acceptability of excess excavation for disposal and placement shall rest with the Owner. No compaction tests of excavated material will be required.
- V. Construction Staking: The Contractor shall be responsible for all requests from Owner's surveyor for construction staking relating to the Work. Owner is responsible for hiring the surveyor and shall pay for one set of the following construction staking activities: control set up and benchmarks, clearing & grading, ROW and easement locations, tree preservation and erosion control boundaries, rough grading, rough grade verification, retaining walls, sanitary sewer including front lot corners, water lines including front lot corners, storm sewer, franchise utilities, final paving including all front lot corners, finish grade staking including front property corners. Any subsequent requests for staking by Contractor staking (after initial request) shall be the responsibility of the Contractor.

Surveyor contact information is as follows (unless directed by surveyor):

Lonestar Field Company, LLC
P.O. Box 1180
Royce City, Texas 75189
214-801-5966
rsmith@lonestarfield.com

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on September 1, 2021 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Land Solutions SV, LLC

5W Contracting, LLC

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

15441 Knoll Trail

5425 FM 1567 West

Suite 150

Sulphur Springs, Texas 75482

Dallas, TX. 75248

With copy to:

License No.: _____

Monty Watson

(where applicable)

Watson Law Group, PLLC

5646 Milton, Ste. 321

Dallas, Texas 75206

Tel (214) 389-1339

Monty@mmwatson.com

EXHIBIT A
Contractor's Proposal

**5W Contracting, LLC**

5425 FM 1567 West

Sulphur Springs, Texas 75482

mwilliams@5wcontracting.com

Phone: 903-348-3796

Fax: 903-485-2715

Prepared by: Michael Williams

BID

DATE 7/14/21

BID # 71421

CUSTOMER ID

DUE DATE

CUSTOMER

Craig Malan, PE

Kimley-Horn

400 N. Oklahoma Dr., Suite 105

Celina, Texas 75009

PROJECT

Sonoma Verde Grading

And Seal Coat

Item No.	Description	Units	Quantity	Unit Cost	Amount
	Edwards & League Road Sealcoating				
	Seal Coat - Edwards 450'x20'	SY	1,000	\$ 12.40	\$ 12,400.00
	HMAC Patch - Edwards	Tons	25	\$ 150.00	\$ 3,750.00
	Base Grading - Edwards 5260'x20'	SY	11,688	\$ 2.16	\$ 25,246.08
	Seal Coat - Edwards 5260'x20'	SY	11,688	\$ 12.40	\$ 144,931.20
	Base Rock - Edwards (As Needed)	Tons	150	\$ 28.00	\$ 4,200.00
	Base Grading - League 170'x20'	SY	378	\$ 2.16	\$ 816.48
	Seal Coat - League 1,630'x20'	SY	3,622	\$ 12.40	\$ 44,912.80
	Maintenance Bond 1 Year	LS	1	\$ 500.00	\$ 500.00

Subtotal \$ 236,756.56

TERMS AND CONDITIONS

Permits, Engineering, Testing, Utility Relocations, Subgrade Repairs,
Traffic Controls, Erosion Controls or anything not mentioned in the above
Work items.

*Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are
hereby accepted. You are authorized to do the work as specified.*

Payment will be made within 15 days of the work completion.

TOTAL \$ 236,756.56

Accepted By: _____ Date: _____

If you have any questions about this bid please contact me.

Thank You For Your Business!

EXHIBIT B

Contractor Insurance Requirements

General Liability Requirements:

❖ General Liability Limits

Per Occurrence / Project
Each Occurrence: \$1,000,000
Personal Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000
Products & Completed Operations Aggregate: \$2,000,000

Additional General Liability Requirements:

- ❖ The following requirements must be included in the policy and referenced in the COI:
 1. "This insurance is primary and non-contributory"
 2. "There is no exclusionary language or limitations relating to residential construction, condominiums, multi-family, or multi-unit dwelling."
 3. "Defense costs are outside of policy limits"
- ❖ Policy must be endorsed to extend Products and Completed Operations insurance for a minimum period equal to the greater of (i) the period under which a claim can be asserted under the applicable statutes of limitations and/or repose or (ii) three (3) years after substantial completion of the work or services
- ❖ Waiver of Subrogation endorsement is required for the GL
- ❖ Additional Insured Endorsements (utilizing CG 20 10 10 01 for On-going Operations and CG 20 37 10 01 for Completed Operations, or their equivalent) must be attached to the policy and accompany the certificate and be acceptable to Owner
- ❖ Deductible / SIR amount must be shown on the certificate
- ❖ The deductible is not to exceed \$100,000 and the SIR not to exceed \$50,000

Automobile Liability:

❖ Automobile Liability Limits

Combined Single Limit for Bodily Injury and Property
Damage: \$1,000,000 Each Accident

- ❖ Commercial automobile liability insurance covering the ownership, maintenance, and operations of any automobile or automotive

equipment, whether such auto is owned, hired, and non-owned. Such insurance shall provide coverage against third-party claims for bodily injury, including death resulting therefrom, and damage to the property of others caused by accident regardless of whether such operations are performed by Contractor, Contractor's agents, or by anyone directly or indirectly employed by any of them.

- ❖ Policies shall be endorsed to add Owner as an additional insured and to include a waiver of subrogation in favor of Owner.

Workers Compensation:

- ❖ Statutory Limit for Workers Compensation
- ❖ Employers Liability: Each Accident: \$1,000,000
 Disease Each Employee: \$1,000,000
 Disease Policy Limit: \$1,000,000
- ❖ Waiver of Subrogation is required for the WC
- ❖ If Contractor uses temporary or leased employees, Contractor shall submit a certificate of insurance respectively from the employer of the temporary or leased employees indicating that the policy is endorsed to name Contractor as an alternate employer.

Umbrella Liability:

- ❖ Umbrella/Excess Liability Insurance on a follow form basis with a per occurrence and annual aggregate limit of \$10M per location / project
- ❖ Scheduled underlying policies must include General Liability, Automobile Liability, and Employers Liability.
- ❖ Policies shall be written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies.

Additional Insureds:

- ❖ Contractor's General Liability, Umbrella/Excess Liability and Automobile Liability insurance shall be endorsed to add the following entities as additional insureds:
 - Land Solutions SV, LLC
 - Kimley-Horn & Associates, Inc
 - Taylor Duncan Interests, LLC
 - Any additional parties requested by Owner

EXHIBIT C

Subcontractor Insurance Requirements

General Liability Requirements:

❖ General Liability Limits

Per Occurrence / Project
Each Occurrence: \$1,000,000
Personal Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000
Products & Completed Operations Aggregate: \$2,000,000

Additional General Liability Insurance Requirements:

- ❖ The following requirements must be included in the policy and referenced in the COI:
 - 1. “This insurance is primary and non-contributory”
- ❖ Waiver of Subrogation endorsement is required for the GL
- ❖ Additional Insured Endorsements (utilizing CG 20 10 10 01 for On-going Operations and CG 20 37 10 01 for Completed Operations, or their equivalent) must be attached to the policy and accompany the certificate and be acceptable to Owner
- ❖ Deductible / SIR amount must be shown on the certificate
- ❖ The deductible is not to exceed \$100,000 and the SIR not to exceed \$50,000

Automobile Liability:

❖ Automobile Liability Limits

Combined Single Limit for Bodily Injury and Property
Damage: \$1,000,000 Each Accident

- ❖ Commercial automobile liability insurance covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, and non-owned. Such insurance shall provide coverage against third-party claims for bodily injury, including death resulting therefrom, and damage to the property of others caused by accident regardless of whether such operations are performed by Contractor, Contractor’s agents, or by anyone directly or indirectly employed by any of them.
- ❖ Policies shall be endorsed to add Owner as an additional insured and to include a waiver of subrogation in favor of Owner.

Workers Compensation:

- ❖ Statutory Limit for Workers Compensation
- ❖ Employers Liability: Each Accident: \$1,000,000
 Disease Each Employee: \$1,000,000
 Disease Policy Limit: \$1,000,000
- ❖ Waiver of Subrogation is required for the WC
- ❖ If Contractor uses temporary or leased employees, Contractor shall submit a certificate of insurance respectively from the employer of the temporary or leased employees indicating that the policy is endorsed to name Contractor as an alternate employer.

Umbrella Liability:

- ❖ Umbrella/Excess Liability Insurance on a follow form basis with a per occurrence and annual aggregate limit of \$3M per location / project
- ❖ Scheduled underlying policies must include General Liability, Automobile Liability, and Employers Liability.
- ❖ Policies shall be written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies.

Additional Insureds:

- ❖ Subcontractor's General Liability, Umbrella/Excess Liability and Automobile Liability insurance shall be endorsed to add the following entities as additional insureds
 - Land Solutions SV, LLC
 - Kimley-Horn & Associates, Inc
 - Taylor Duncan Interests, LLC
 - Any additional parties requested by Owner

EXHIBIT D

Contractor's Certificate of Insurance



SONOMA VERDE EDWARDS ROAD & LEAGUE ROAD EXHIBIT

AUGUST 2021

Exhibit E

DWG NAME: K:\CEL_CIVIL\080000000-SONOMA VERDE\CADEXHBIT\PLANS\HETS\EDWARDS & LEAGUE ROADS OPC EXHBIT-071421.DWG
LAST SAVED: 8/13/2021 9:10 AM

Edwards and League Road Chip and Seal

Repair, Chip and Seal	\$ 236,756.56
Alpha	\$ 3,000.00
Kimley-Horn	\$ 3,500.00
Traffic Control	\$ 4,000.00
Sub-Total	\$ 247,256.56
Contingency	\$ 49,451.31
Total	\$ 296,707.87



5W Contracting, LLC
5425 FM 1567 West
Sulphur Springs, Texas 75482
mwilliams@5wcontracting.com
Phone: 903-348-3796
Fax: 903-485-2715
Prepared by: Michael Williams

BID

DATE 7/14/21
BID # 71421
CUSTOMER ID
DUE DATE

CUSTOMER

Craig Malan, PE
Kimley-Horn
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009

PROJECT

Sonoma Verde Grading
And Seal Coat

Item No.	Description	Units	Quantity	Unit Cost	Amount
	Edwards & League Road Sealcoating				
	Seal Coat - Edwards 450'x20'	SY	1,000	\$ 12.40	\$ 12,400.00
	HMAC Patch - Edwards	Tons	25	\$ 150.00	\$ 3,750.00
	Base Grading - Edwards 5260'x20'	SY	11,688	\$ 2.16	\$ 25,246.08
	Seal Coat - Edwards 5260'x20'	SY	11,688	\$ 12.40	\$ 144,931.20
	Base Rock - Edwards (As Needed)	Tons	150	\$ 28.00	\$ 4,200.00
	Base Grading - League 170'x20'	SY	378	\$ 2.16	\$ 816.48
	Seal Coat - League 1,630'x20'	SY	3,622	\$ 12.40	\$ 44,912.80
	Maintenance Bond 1 Year	LS	1	\$ 500.00	\$ 500.00

Subtotal \$ 236,756.56

TERMS AND CONDITIONS

Permits, Engineering, Testing, Utility Relocations, Subgrade Repairs,
Traffic Controls, Erosion Controls or anything not mentioned in the above
Work items.

*Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are
hereby accepted. You are authorized to do the work as specified.
Payment will be made within 15 days of the work completion.*

TOTAL \$ 236,756.56

Accepted By: _____ Date: _____

If you have any questions about this bid please contact me.

Thank You For Your Business!

Edwards and League Road Chip and Seal

Repair, Chip and Seal	\$ 236,756.56
Alpha	\$ 3,000.00
Kimley-Horn	\$ 3,500.00
Traffic Control	\$ 4,000.00
Sub-Total	\$ 247,256.56
Contengency	\$ 49,451.31
Total	\$ 296,707.87



SONOMA VERDE EDWARDS ROAD & LEAGUE ROAD REHAB EXHIBIT AUGUST 2021

DWG NAME: LAST DATE: 8/13/2021 8:43 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY LEGALLY DESCRIBED AS APPROXIMATELY BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN A 3.84 ACRE TRACT OF LAND LOCATED IN THE WILLIAM W. FORD SURVEY, ABSTRACT NUMBER 80, ROCKWALL COUNTY, TEXAS, SAME BEING A PORTION OF PULLEN ROAD AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" OF THIS ORDINANCE AND WHICH IS INCORPORATED HEREIN BY REFERENCE INTO THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas ("City") is authorized, pursuant to Chapter 43.1055 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law (the "Property"); and

WHEREAS, on or about July 27, 2021, the property owner ("Applicant") submitted a Petition for Voluntary Annexation in the form of a resolution of the Rockwall County Commissioners who after discussing same in a meeting called and posted in accordance with the Texas Open Meetings Act, did file same with the City Secretary; and

WHEREAS, the City desires to approve said petition and annex certain territory described herein (the "Property"); and

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

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

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

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

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

SECTION 2. Annexation. That the following described territory, to wit:
All that certain tract or land being all that certain lot, tract or parcel of land being a 3.84 acre tract of land located in the William W. Ford Survey, Abstract Number 80, Rockwall County, Texas same being a portion of Pullen Road and being more particularly described by metes and bounds in Exhibit A, which is incorporated herein by reference in this Ordinance as if fully recited.
be and the same is hereby annexed into the City of McLendon-Chisholm, Rockwall County, Texas, and that the boundary limits of the City of McLendon-Chisholm, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of McLendon-Chisholm, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of McLendon-Chisholm, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of McLendon-Chisholm. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 4. Severability Clause. It is hereby declared by the City Council of the City of McLendon-Chisholm that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 5. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of McLendon-Chisholm except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 7. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Rockwall County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City McLendon-Chisholm, Texas.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on the 14th day of September 2021.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

**EXHIBIT A
LEGAL DESCRIPTION
METES AND BOUNDS**

PULLEN ROAD:

BEING a 3.84 acre tract of land located in the William W. Ford Survey, Abstract Number 80, Rockwall County, Texas same being a portion of Pullen Road and being more particularly described as follows.

BEGINNING at a point for the approximate centerline of Pullen Road, from which the centerline intersection of Pullen Road and State Highway 205 bears in a northeasterly direction an approximate distance of 2,680 feet;

THENCE South 45 degrees 09 minutes 17 seconds East, an approximate distance of 25.00 feet to the apparent southeast line of Pullen Road;

THENCE South 44 degrees 50 minutes 43 seconds West, along the apparent southeast line of said Pullen Road, an approximate distance of 2,024.63 feet to an angle point;

THENCE South 44 degrees 19 minutes 38 seconds West, continuing along the apparent southeast line of Pullen Road, an approximate distance of 1,320.95 feet to the west corner of a tract of land described in Ordinance No. 2021-03, City of McClendon-Chisholm, Official Public Records, Rockwall County, Texas;

THENCE North 45 degrees 40 minutes 22 seconds West, departing the apparent southeast line of said Pullen Road, passing at an approximate distance of 25.00 feet the center line of said Pullen Road, from which the centerline intersection of said Pullen Road and Farm to Market Road 550 bears in a southwesterly direction an approximate distance of 4,731 feet, continuing across said Pullen Road, a total approximate distance of 50.00 feet to the apparent northwest line of said Pullen Road;

THENCE North 44 degrees 19 minutes 38 seconds East, along the apparent northwest line of said Pullen Road, an approximate distance of 1,321.17 feet to an angle point;

THENCE North 44 degrees 50 minutes 43 seconds East continuing along the apparent northwest line of said Pullen Road, an approximate distance of 2,024.86 feet to a point for corner;

THENCE South 45 degrees 09 minutes 17 seconds East, departing the apparent northwest line of said Pullen Road, an approximate distance of 25.00 feet to the POINT-OF-BEGINNING and containing approximately 3.84 acres of land more or less.

**RESOLUTION REQUESTING ANNEXATION
PULLEN ROAD, McLENDON-CHISOLM, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Rockwall County, Texas, held on the 27 day of July, 2021, on a motion made by Dennis Bailey and seconded by Lee Gilbert, the following Resolution was adopted:

WHEREAS a portion of Pullen Road is within the extraterritorial jurisdiction ("ETJ") of the City of McLendon-Chisolm, Texas, as set forth in Exhibit "A"; and

WHEREAS Rockwall County currently maintains the road and right-of-way of that portion of Pullen Road within the ETJ of the City of McLendon-Chisolm; and

WHEREAS development of certain property adjacent to the described portion of Pullen Road has resulted in the annexation of portions of the adjacent property by the City of McLendon-Chisolm; and

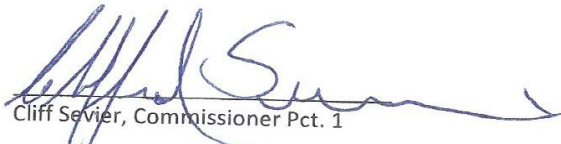
WHEREAS Rockwall County remains responsible for maintenance of isolated portions of Pullen Road adjacent to the corporate limits, and within the ETJ, of the City of McLendon-Chisolm; and

WHEREAS pursuant to Subsection 43.1055 of the Texas Local Government Code, the City of McLendon-Chisolm may by ordinance annex a road or right-of-way upon the request of the governing body of the political subdivision that maintains the road or right-of-way under the procedures prescribed Subchapter C-1, of Chapter 43 of the Texas Local Government Code; and

NOW THEREFORE BE IT RESOLVED that the Rockwall County Commissioners, pursuant to Subsection 43.1055, request that the City of McLendon-Chisolm annex the road and right-of-way of the portion of Pullen Road that is within the ETJ of the City of McLendon Chisolm as more fully described in Exhibit "A".

DONE IN OPEN COURT this the 27 day of July, 2021.


David Sweet, Rockwall County Judge


Cliff Sevier, Commissioner Pct. 1


Lee Gilbert, Commissioner Pct. 2


Dennis Bailey, Commissioner Pct. 3


Janet Nichol, Commissioner Pct. 4

**EXHIBIT A
PULLEN ROAD
ANNEXATION
CITY OF MCLENDON-CHISHOLM
ROCKWALL COUNTY, TEXAS**

PULLEN ROAD:

BEING a 3.84 acre tract of land located in the William W. Ford Survey, Abstract Number 80, Rockwall County, Texas same being a portion of Pullen Road and being more particularly described as follows.

BEGINNING at a point for the approximate centerline of Pullen Road, from which the centerline intersection of Pullen Road and State Highway 205 bears in a northeasterly direction an approximate distance of 2,680 feet;

THENCE South 45 degrees 09 minutes 17 seconds East, an approximate distance of 25.00 feet to the apparent southeast line of Pullen Road;

THENCE South 44 degrees 50 minutes 43 seconds West, along the apparent southeast line of said Pullen Road, an approximate distance of 2,024.63 feet to an angle point;

THENCE South 44 degrees 19 minutes 38 seconds West, continuing along the apparent southeast line of Pullen Road, an approximate distance of 1,320.95 feet to the west corner of a tract of land described in Ordinance No. 2021-03, City of McClendon-Chisholm, Official Public Records, Rockwall County, Texas;

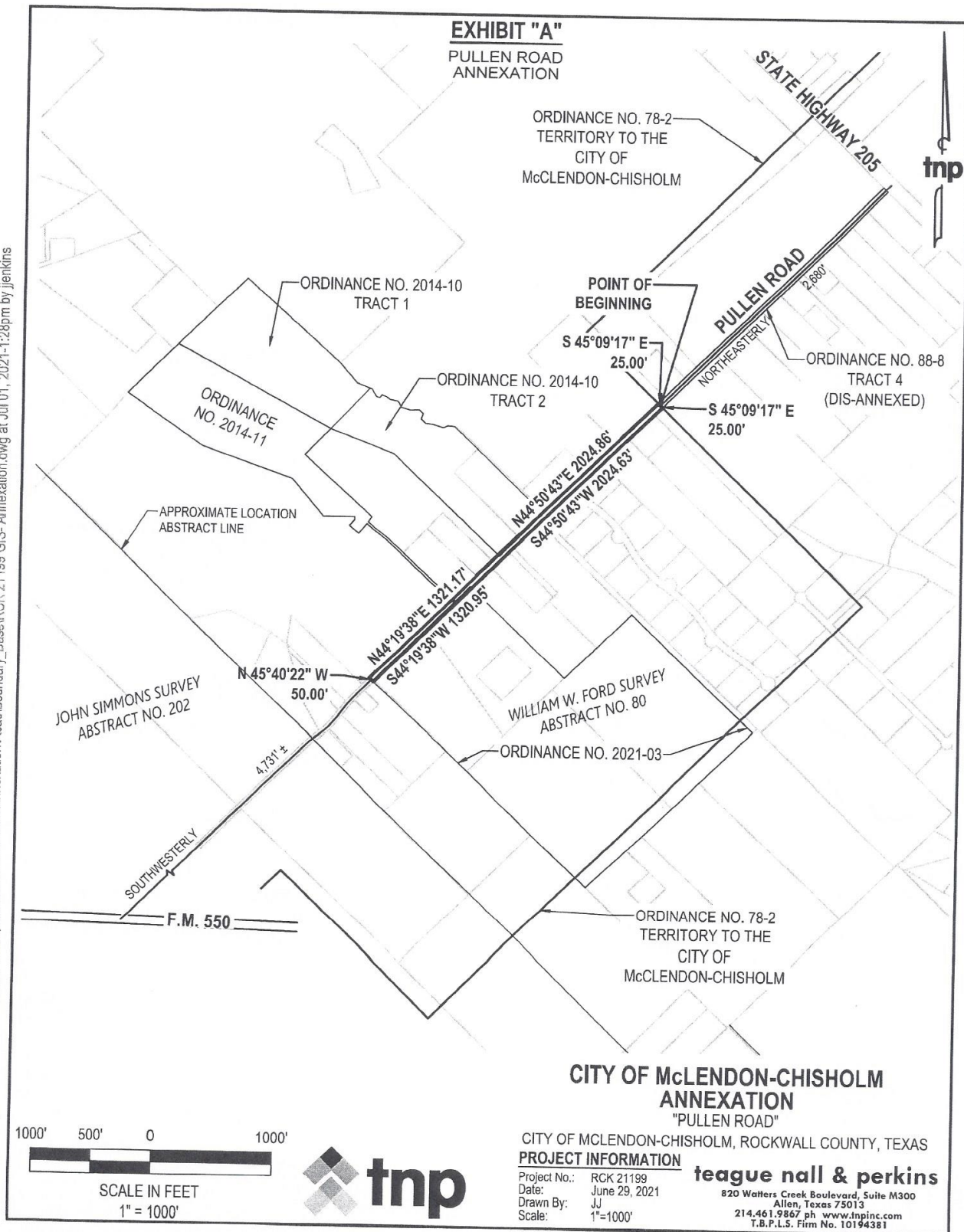
THENCE North 45 degrees 40 minutes 22 seconds West, departing the apparent southeast line of said Pullen Road, passing at an approximate distance of 25.00 feet the center line of said Pullen Road, from which the centerline intersection of said Pullen Road and Farm to Market Road 550 bears in a southwesterly direction an approximate distance of 4,731 feet, continuing across said Pullen Road, a total approximate distance of 50.00 feet to the apparent northwest line of said Pullen Road;

THENCE North 44 degrees 19 minutes 38 seconds East, along the apparent northwest line of said Pullen Road, an approximate distance of 1,321.17 feet to an angle point;

THENCE North 44 degrees 50 minutes 43 seconds East continuing along the apparent northwest line of said Pullen Road, an approximate distance of 2,024.86 feet to a point for corner;

THENCE South 45 degrees 09 minutes 17 seconds East, departing the apparent northwest line of said Pullen Road, an approximate distance of 25.00 feet to the POINT-OF-BEGINNING and containing approximately 3.84 acres of land more or less.

Drawing: L:\Projects\RCK 21199 Rockwall County-McLendon Chisholm Annexation\Acad\Boundary_Base\RCK 21199 GIS- Annexation.dwg at Jul 01, 2021-1:28pm by jenkins



PAGE 2 OF 2

**RESOLUTION REQUESTING ANNEXATION
SMITH ROAD & KLUTTS ROAD, McLENDON-CHISOLM, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Rockwall County, Texas, held on the 27 day of July, 2021, on a motion made by Dennis Bailey and seconded by Lee Gilbert, the following Resolution was adopted:

WHEREAS portions of Smith Road and Klutts Road are within the extraterritorial jurisdiction ("ETJ") of the City of McLendon-Chisolm, Texas, as set forth in Exhibit "A"; and

WHEREAS Rockwall County currently maintains the road and right-of-way of those portions of Smith Road and Klutts Road within the ETJ of the City of McLendon-Chisolm; and

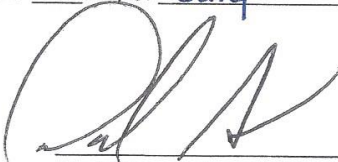
WHEREAS development of certain property adjacent to the described portions of Smith Road and Klutts Road has resulted in the annexation of portions of the adjacent property by the City of McLendon-Chisolm; and

WHEREAS Rockwall County remains responsible for maintenance of isolated portions of Smith Road and Klutts Road adjacent to the corporate limits, and within the ETJ, of the City of McLendon-Chisolm; and

WHEREAS pursuant to Subsection 43.1055 of the Texas Local Government Code, the City of McLendon-Chisolm may by ordinance annex a road or right-of-way upon the request of the governing body of the political subdivision that maintains the road or right-of-way under the procedures prescribed Subchapter C-1, of Chapter 43 of the Texas Local Government Code; and

NOW THEREFORE BE IT RESOLVED that the Rockwall County Commissioners, pursuant to Subsection 43.1055, request that the City of McLendon-Chisolm annex the road and right-of-way of the portions of Smith Road and Klutts Road that are within the ETJ of the City of McLendon Chisolm as more fully described in Exhibit "A".

DONE IN OPEN COURT this the 27 day of July, 2021.



David Sweet, Rockwall County Judge


Cliff Sevier, Commissioner Pct. 1
Lee Gilbert, Commissioner Pct. 2
Dennis Bailey, Commissioner Pct. 3
Janet Nichol, Commissioner Pct. 4

**EXHIBIT A
SMITH ROAD & KLUTTS ROAD
ANNEXATION
CITY OF MCLENDON-CHISHOLM
ROCKWALL COUNTY, TEXAS**

SMITH ROAD & KLUTTS ROAD:

BEING a 11.14 acre tract of land located in the Ruth Peckum Survey, Abstract No. 145 and the King Latham Survey, Abstract No. 133, Rockwall County, Texas, same being a portion of Smith Road and Klutts Road and being more particularly described as follows;

BEGINNING at a point for the approximate centerline of Smith Road, from which the centerline intersection of Smith Road and Farm to Market Road 550 bears in a northwesterly direction an approximate distance of 1,109 +/- feet;

THENCE North 44 degrees 37 minutes 59 seconds East, an approximate distance of 25.00 feet to the apparent northeast line of Smith Road;

THENCE South 45 degrees 22 minutes 01 seconds East, along the apparent northeast line of said Smith Road, an approximate distance of 2,663.01 feet to an angle point;

THENCE South 45 degrees 33 minutes 05 seconds East, continuing along the apparent northeast line of said Smith Road, an approximate distance of 2,203.45 feet to the apparent north intersection of the apparent northeast line of said Smith Road and the apparent northwest line of Klutts Road;

THENCE North 43 degrees 48 minutes 19 seconds East, along the apparent northwest line of said Klutts Road, an approximate distance of 3,294.07 feet to a point for corner;

THENCE South 46 degrees 11 minutes 41 seconds East, departing the apparent northwest line of said Klutts Road, an approximate distance of 50.00 feet to the apparent southeast line of said Klutts Road;

THENCE South 43 degrees 48 minutes 19 seconds West along the apparent southeast line of said Klutts Road, an approximate distance of 3,294.54 feet to the east intersection of the apparent southeast line of said Klutts Road and the apparent northeast line of said Smith Road;

THENCE South 45 degrees 44 minutes 30 seconds East along the apparent northeast line of said Smith Road, an approximate distance of 1,497.20 feet to a point for corner;

THENCE South 44 degrees 15 minutes 30 seconds West departing the apparent northeast line of said Smith Road, over and across Smith Road, an approximate distance of 50.00 feet to a point on the apparent southwest line of said Smith Road;

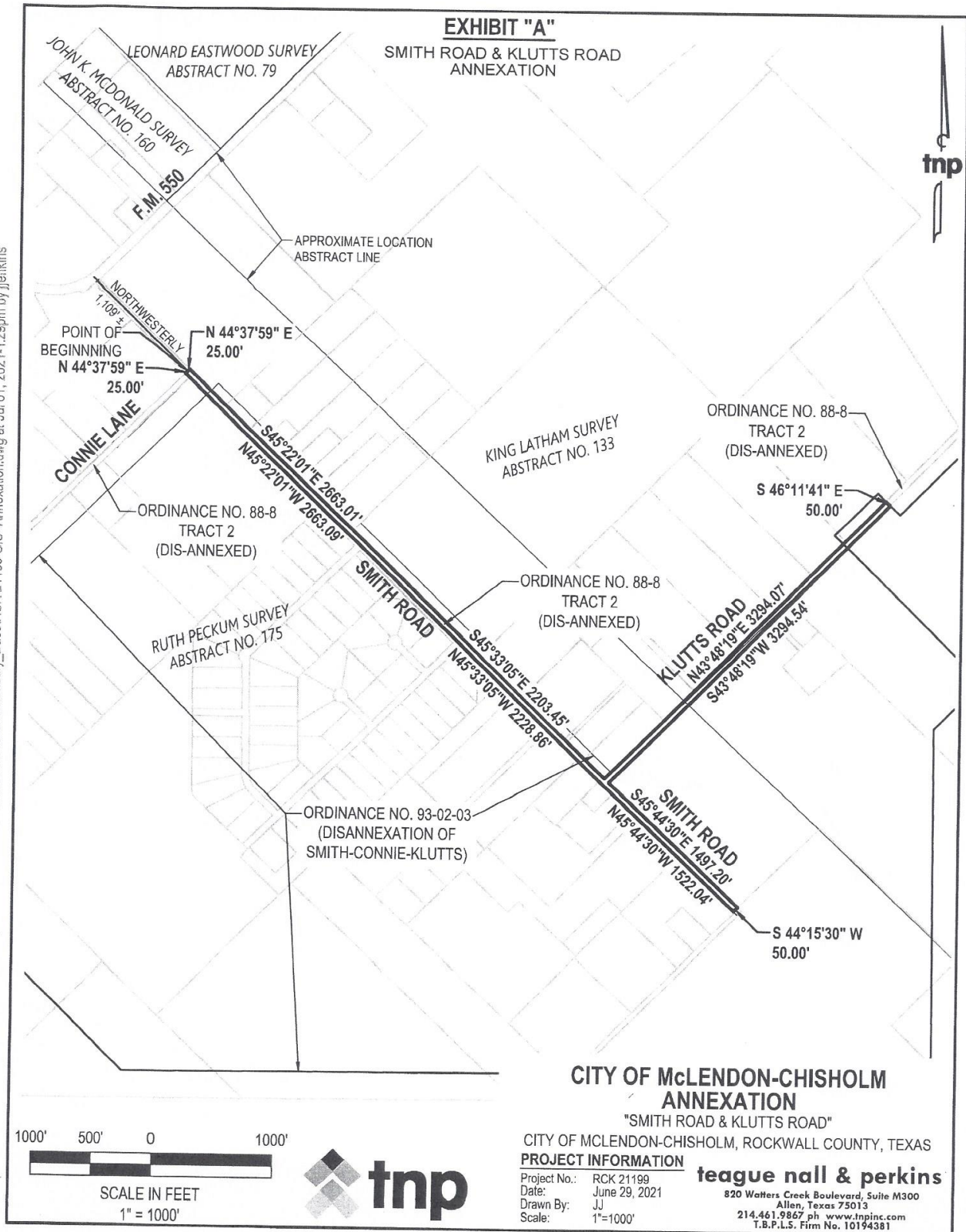
THENCE North 45 degrees 44 minutes 30 seconds West along the apparent southwest line of said Smith Road, an approximate distance of 1,522.04 feet to an angle point;

THENCE North 45 degrees 33 minutes 05 seconds West continuing along the apparent southwest line of said Smith Road, an approximate distance of 2,228.86 feet to an angle point;

THENCE North 45 degrees 22 minutes 01 seconds West continuing along the apparent southwest line of said Smith Road, an approximate distance of 2,663.09 feet to a point for corner;

THENCE North 44 degrees 37 minutes 59 seconds East departing the apparent southwest line of said Smith Road, an approximate distance of 25.00 feet to the POINT-OF-BEGINNING and containing approximately 11.14 acres of land more or less.

Drawing: L:\Projects\RCK 21199 Rockwall County-McLendon Chisholm Annexation\Acad\Boundary_Base\RCK 21199 GIS-Annexation.dwg at Jul 01, 2021-1:29pm by jjenkins



STATE OF TEXAS §
COUNTY OF ROCKWALL §
CITY OF MCLENDON CHISHOLM §

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into by and between the County of Rockwall, Texas, hereinafter referred to as "County" and the City of McLendon-Chisholm, Texas, hereinafter referred to as "City" or "McLendon-Chisholm".

WITNESSETH:

WHEREAS, pursuant to §352.001(b)(3) of the Texas Local Government Code, a county is authorized to execute interlocal agreements with any city, town or village within such county to provide fire protection services to the citizens of any such county residing outside the corporate limits of any city, town or village; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City is authorized to execute interlocal agreements with a county to provide governmental services and functions such as fire protection; and

WHEREAS, the City is the owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fires; and

WHEREAS, the County desires to obtain such services for its citizens residing in unincorporated areas of the County, and the City is willing to provide such services as hereinafter set forth and provided.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. That the recitals set forth above are true and correct and incorporated herein.

Section 2. Definitions. The following words shall have the following meanings when used in this Agreement:

- a) "Call" means each response by McLendon-Chisholm Fire and Rescue to rescues, auto accidents, actual fire, false alarms, fires to be found extinguished on arrival of the unit or units, potential fire situations or emergencies.
- b) "Chief Administrative Officer" means the Mayor or City Administrator of the City.
- c) "District" means the area within the boundaries of Rockwall County, Texas, for

INTERLOCAL AGREEMENT FOR FIRE PROTECTION
SERVICES – CITY OF MCLENDON-CHISHOLM

PAGE 1 OF 5

which the City of McLendon-Chisholm Fire and Rescue has permanent responsibility for first alarm response to fires in such district.

- d) "Employed" means a firefighter who is a volunteer firefighter.
- e) "Fire Chief" means the Fire Chief or volunteer firefighter of McLendon-Chisholm Fire and Rescue or his duly authorized designees.
- f) "Firefighter" means a firefighter of the City or a firefighter with McLendon-Chisholm Fire and Rescue.
- g) "Requesting Party" means the entity requesting fire protection assistance from the City for fire services for residents of the County, but not living within any city's incorporated limit.

Section 3. The parties hereto hereby agree that the City will provide fire equipment and services to points in the County which are outside the corporate limits of any city in the County, but inside the boundary limits known as First Alarm County District for the City. Areas outside such boundary shall be known as the Second Alarm County District for the City, and a closer fire department shall be notified for first response.

Section 4. In consideration of such service, the County will pay to the City the sum of Seventy-Seven Thousand Five Hundred (\$77,500.00) dollars for calls outside the corporate limits of any city in the County subject to annual funding approval by the Rockwall County Commissioner's Court during the regular budget process. Said payment shall be made on an annual basis upon written request from the City to the Rockwall County Auditor and will be payable within thirty (30) days after receipt of such, by the Auditor's Office.

Section 5. County hereby gives and grants to the City full and complete authority to operate its fire fighting vehicles on and over public roads, highways, and other thoroughfares of the County and other public places.

Section 6. City shall, at its own cost and expense, purchase and keep in force at all times insurance for the minimum amount of liability under the Texas Tort Claims Act. City agrees to provide copies of such policy or policies of insurance and/or other evidence satisfactory to the County Auditor of Rockwall County, Texas.

Section 7. The Fire Chief shall be the sole judge of the amount and type of equipment and number of personnel dispatched to calls made pursuant to this Agreement. Said Fire Chief, or his designee, shall be in charge of the firefighting techniques used in response to any calls.

For each call made pursuant to this Agreement, the Fire Chief shall prepare a report showing the date, location, and description of the call. True copies of such reports shall be on file with the Fire Chief and available for review by the County Auditor or Commissioners Court of the County.

Section 8. City hereby agrees to render services to other Fire Districts within the County if backup emergency assistance is requested. The City's fire fighters shall report to the Requesting Party's Officer In Control at the location to which they have been assigned, and shall be under the command of the Requesting Party's Fire Chief and will be released when their services are no longer required.

Calls for assistance may be aborted only by (1) another Fire Department at the scene; (2) an officer of the Sheriff's Department at the scene; (3) a State Department of Public Safety Officer at the scene; (4) the responding department's Fire Chief or designee; (5) or Dispatch.

Section 9. While any fire fighter, regularly employed as such by the City, is in the service of the Requesting Party, such fire fighter shall be a fire fighter of the Requesting Party and be under the command of the Requesting Party's Chief, with all the powers of a regular fire fighter of the Requesting Party, as fully as if such fire fighter were within the territorial limits of the governmental entity where such fire fighter is regularly employed. A fire fighter's qualifications for employment by the governmental entity by which he or she is regularly employed shall constitute such fire fighter's qualifications for such position within the territorial limits of the Requesting Party, and no other oath, bond or compensation need be made.

Section 10. Each party to this Agreement expressly waives the right to recovery from the other party for reimbursement of wages, disability, pension payments, damages to equipment and clothing, medical expenses, travel, food and lodging expenses.

Section 11. Any fire fighter or other person who is assigned, designated or ordered by the Fire Chief of the party which regularly employs such, to perform duties pursuant to this Agreement, shall receive the same wages, salary, pension, compensation and all other rights for such service, including injury benefits, death benefits, and worker's compensation benefits, as if the service had been rendered within the territorial limits of the party where such fire fighter is regularly employed. Moreover, all wage and disability payments, including worker's compensation benefits, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food and lodging, shall be paid by the party which regularly employs such person in the same manner as if the service had been rendered within the territorial limits of the party where such fire fighter is regularly employed.

Section 12. In the event that any person performing firefighting services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, such fire fighter shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of such person's duties as a member of the department where and in the jurisdiction of the party where such person is regularly employed.

Section 13. Each party to this Agreement expressly waives all claims against the other party for compensation arising from loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Section 14. Third party claims against parties hereto shall be governed by the Texas Tort Claims Act or other appropriate statutes, charters and ordinances of the parties.

Section 15. It is expressly understood and agreed that by executing this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it, against claims arising in the exercise of governmental powers and functions.

Section 16. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 17. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. Venue shall be in Rockwall County, Texas.

Section 18. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity or illegality shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not render the entire Agreement invalid.

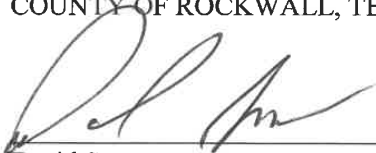
Section 19. This Agreement constitutes the entire Agreement and understanding between parties. Any modification, change or amendment to this Agreement shall be in writing and approved by both parties.

Section 20. This Agreement shall become effective as of October 1, 2021 and shall continue through September 30, 2022.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under authority of appropriate action taken by their respective governing bodies.

COUNTY OF ROCKWALL, TEXAS



David Sweet
Rockwall County Judge

CITY OF MCLENDON-CHISHOLM, TEXAS

Lorna Kipphut
Mayor Pro Tem

DRAFT 9/29/21 FOR CITY COUNCIL CONSIDERATION. ALL FORMATTING, PAGE BREAKS, ETC TO BE FINALIZED UPON APPROVAL. THE ONLY CHANGES MADE SINCE THE DRAFT CONSIDERED ON 9/21/21, WHICH REFLECTED P&Z'S RECOMMENDATION, WERE NON-SUBSTANTIVE AND FORMATTING-RELATED.



MCLENDON-CHISHOLM COMPREHENSIVE PLAN 2021-2040

City of McLendon-Chisholm

1371 W FM 550
Rockwall, TX 75032

(972)-524-2077

www.McLendon-Chisholm.com



McLendon-Chisholm Comprehensive Plan

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Acknowledgements and Credits

We wish to acknowledge the following who were instrumental in guiding the Comprehensive Plan process. Also, thank you to the community of McLendon-Chisholm for their vision and contributions to this Plan.

Mayor and Council

Keith Short, Mayor
Lorna Kipphut, Mayor Pro Tem
Norman Willis, Place 2
Trudy Woessner, Place 3
Brian Davis, Place 4
Dan Tucker, Place 5

Planning and Zoning Commission

Lesley Schwalje, Chairperson
Mark Kipphut
Robert Rohde
Daniela Swindoll
Shari London
Jody Wright, Alternate
Brad Martin, Alternate

Comprehensive Plan Advisory Committee

Mark Kipphut, Chairman
Shari London
Christian Giadolor
Gary Nickel
Frances Egan
Rebecca Freeze
Stephen Doll
Michael Davis
Ashley Maxfield
Bob Hermann
Chris Dorward
Beverly Stibbens



City Staff

Lisa Palomba, City Administrator
Shelly Green, City Secretary
Judy Hamby, Administrative Assistant
Jim Simmons, Fire Chief
Mark Woodruff, Code Enforcement
Michael Halla, City Attorney

Project Consultants

Kimley-Horn:
Abra Nusser, AICP
Madison Graham, AICP
Jake Gutekunst, P.E.





Overview

McLendon-Chisholm is a one-of-a-kind city, with residents who fiercely try to protect a peaceful way of life and wide open, green spaces. This Comprehensive Plan was created by the community utilizing relevant information from the previous Comprehensive Plan adopted in 2016, feedback from multiple sources outlined in the pages that follow, and the direction provided by the Comprehensive Plan Advisory Committee (CPAC).

The Comprehensive Plan for the City of McLendon-Chisholm is a guide for future development and redevelopment of the city and a tool to adopt policies and take actions in line with an envisioned future shared by the community. Most of the property in the City is in large lot residential, undeveloped, or agricultural uses. There are multiple subdivisions that provide for a variety of single family detached housing neighborhoods, from relatively small lots (ex. some as small as approximately 7,500 square feet in Sonoma Verde) to very large lots (ex. some as large as five acres or more), as well as a wide variety of properties for farms, ranches, and agricultural uses.

The City of McLendon-Chisholm is located between the City of Rockwall in Rockwall County and the City of Terrell in Kaufman County (the city limits and Extra-territorial Jurisdiction, or "ETJ," are almost all within Rockwall County, but a small portion in the south is within Kaufman County). Nearby communities include the City of Heath to the west and south and the cities of Rockwall and Fate to the north and west. State Highway 205 (SH 205) runs through the center of McLendon-Chisholm and connects Interstate 30 in Rockwall and US Highway 80 in Terrell. This transportation linkage is bringing traffic, development, and increased population to all of the land along SH 205 and McLendon-Chisholm is no exception. The commercial uses in the city are mainly along SH 205, and this corridor holds the city's best location potential for sales tax-generating uses (ex. shopping, dining, etc.).

The growth in value and numbers of the residential portions of the community has been significant. Over the last several years, the new growth and the evolution of McLendon-Chisholm as a city has resulted in new municipal facilities, including a new City Hall and a Public Safety Building, expanded fire protection services, and interest in the potential provision of law enforcement (in addition to the protection afforded by the Rockwall County Sheriff's Department) and in the potential of parks, recreation, and trails.

The national, State and local transportation systems provide relatively convenient access to the community and to surrounding employment centers, shopping, recreation, and entertainment. The city has steadily grown, due in no small measure to its proximity to major employment centers, its location within drivable commuting distance to and from Dallas, and its commitment to maintain a less dense, rural lifestyle.



Chapter 1: Introduction & Plan Context

Comprehensive Plan Purpose

Chapter 213 of the Texas Local Government Code establishes the foundation for the adoption of the Comprehensive Plan. The main purposes of the Comprehensive Plan are:

- To promote sound development of the municipality;
- To promote the public health, safety and welfare;
- To preserve characteristics that are valuable to the community while creating a vision for the near-term future of McLendon-Chisholm, as well as almost 20 years into the future through year 2040; and
- To bring the community closer to its envisioned future.

Specific objectives the Comprehensive Plan aims to accomplish include:

- Identify desired current and future public services, including essential services, and their efficient delivery;
- Encourage the development and implementation of public and private investment strategies;
- Minimize potential conflicts between existing and future land uses;
- Manage growth in an orderly manner;
- Ensure cost-effective public investments; and
- Ensure future decisions are data driven and rational for the benefit of the overall community.

This Comprehensive Plan does not and shall not constitute zoning regulations or establish zoning district boundaries with this municipality.

Brief History of McLendon-Chisholm

The City began as two separate settlements, McLendon's and Chisholm, each of which was named for a prominent landowning family in the early 1850s. McLendon's was named for P. A. McLendon, a local landowner who about 1870 built a combination store, cotton gin, and blacksmith shop that remained in continuous operation until 1975. A schoolhouse and church were constructed at the same time. A post office was opened in 1880 and remained in operation until 1905. By 1896 the farm settlement had 150 residents and nine businesses.

Chisholm derived its name from Enoch Parson Chisholm, who settled on 200 acres in 1856, and from his brother, B. Frank Chisholm, a colonel in the Civil War. Enoch was not only a farmer and landowner, but a licensed preacher in the Methodist Episcopal Church, South, as well. He organized the Chisholm Methodist Church in his home in 1871 and by 1875 had constructed a small chapel, called Chisholm Chapel by the congregation, which was still standing in the 1980s. The community had two small school buildings, which were combined to form Berry Creek Academy in 1886. In 1898 this school had four rooms, four teachers, and 301 students; it was the second-largest school in the county. A Chisholm post office was opened in 1891 and



remained in operation until 1905. The community's first store was built in 1890. Over the 19th Century, two prominent families emerged from Enoch Parson Chisholm, a farmer, landowner, and Methodist preacher, and P.A. McLendon, the landowner and businessman who advanced the area by building a cotton gin, blacksmith shop, and combination store. The area steadily grew with the addition of two community schools, a post office, and a few small businesses. The City was incorporated in 1969 after the residents decided to seek rural zoning protections for their territory.

Context for Planning

City Government

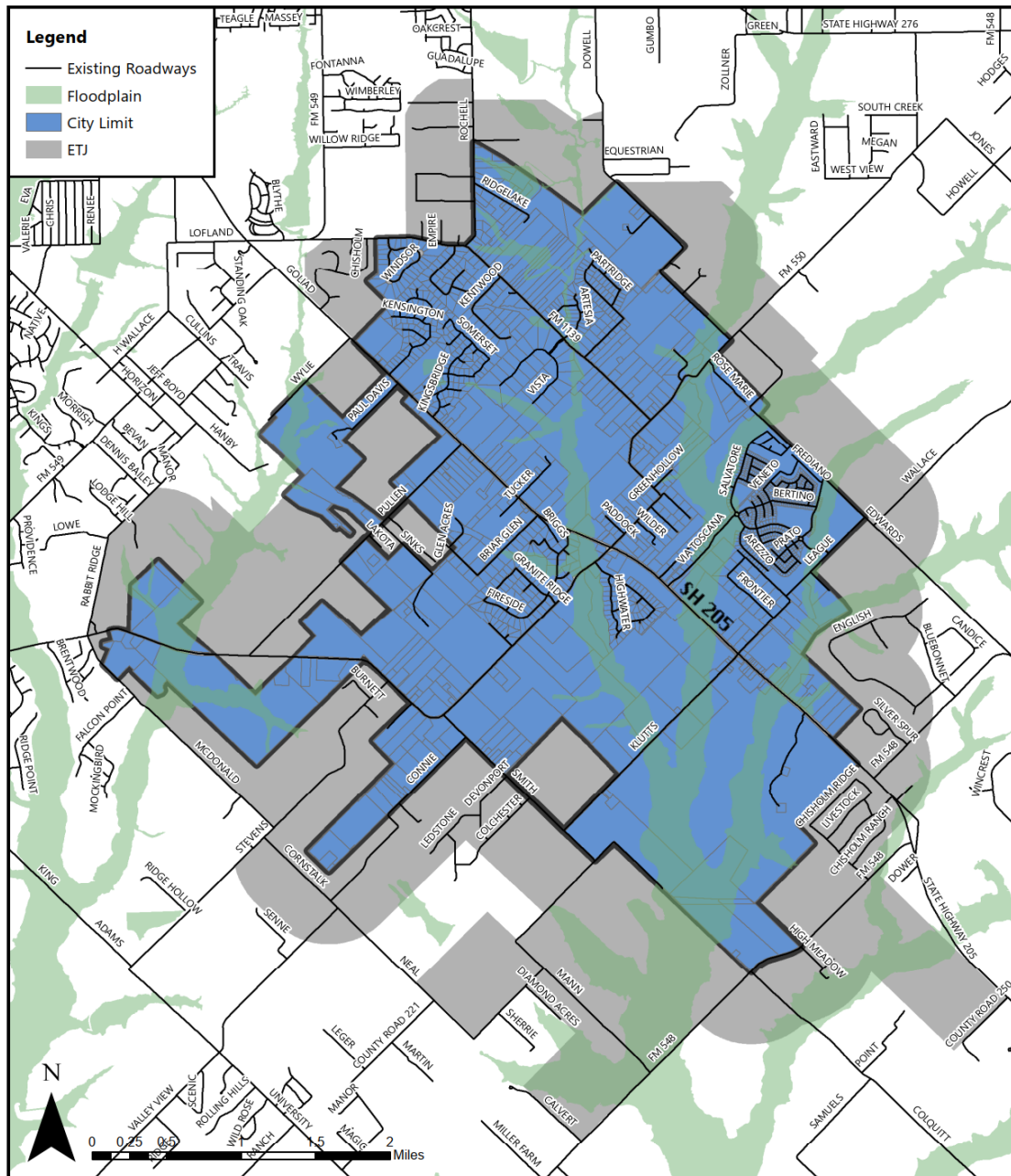
McLendon-Chisholm is a Type A General Law form of government in Texas, and this Comprehensive Plan's legal authority is bound by the McLendon-Chisholm city limits and its Extraterritorial Jurisdiction (ETJ) as displayed on the map on the following page. There are different levels of authority and governance associated with the city limits versus the ETJ, and the City's zoning cannot be applied to the ETJ—only within the city limits.





Study Area

Source: Kimley-Horn, 2021



DRAFT FOR CONSIDERATION 9/29/21 || MCLENDON-CHISHOLM COMPREHENSIVE PLAN | PAGE 10



New Development and the ETJ

Recent legislative changes at the State level have amended the powers of cities and the way that cities may annex and plan. Annexation is the process of how cities may expand their boundaries into their Extraterritorial Jurisdiction (ETJ) or within a mutually agreed upon area between jurisdictions. What was once a voluntary or involuntary process, annexation now largely requires the property owner to request the annexation or for provisions within a previously executed non-annexation agreement to trigger annexation.

While some developments or property owners may not choose to be within the city's limits, there are positives to being annexed within cities. Services such as law enforcement, centralized sewer, parks, and recreation (just to name a few) are not currently offered by the City, but they could be in the future. The McLendon-Chisholm ETJ is partially controlled by Rockwall and Kaufman Counties for several administrative processes, including site development permitting within the ETJ. Areas within the city limits receive some services from the respective Counties as well, such as the Rockwall County Sheriff.

Recent legislative changes have increased powers of municipal utility districts (MUD's) and other special districts and lessened the powers of cities. Whereas the City had leverage to more easily necessitate developments to come into the city limits if they were proposed in its ETJ before, and thereby be able to control the developments on its fringes, cities are now required to pick between two non-preferred options when development is proposed in the ETJ (where a MUD is now commonly proposed since the changes) as outlined below:

1. MUD or special district outside of the city limits: Allow the MUD to develop outside of the city's limits while those residents enjoy all of the City's amenities and publicly available infrastructure (ex. roads, etc.) without paying any City property taxes, and the City will have no guarantee of the development's design or infrastructure quality.
2. Development inside the city limits with incentives: Negotiate with the developers to annex and construct the development inside the city limits, usually utilizing an incentive package as leverage, and then be forced to stretch way past where development should be with services and infrastructure extensions (ex. fire protection/stations, trash service, roads, sewer capacity, etc.) but securing the property tax and *some control* of the design of the development and its infrastructure. Under this option, negotiations are limited, and lot sizes can be requested but are usually smaller than half an acre and market driven.

Developments coming in under these two non-preferred options, either partially or completely within the ETJ, have fueled wide confusion within the community about why and how smaller lots were approved contrary to the 2016 Comprehensive Plan's policy of 1.5-acre minimum lot size. The smaller lots would have, and will almost certainly be, in the location in question in these scenarios, regardless of what the City wants or requests, under the lessening authority provided to cities in Texas by the State. In McLendon-Chisholm, where police and centralized sewer are not currently provided by the City (outside of the limited capacity on the North Texas Municipal Water District's Buffalo Creek Interceptor Line), and water-related leverage is also not available since the City is not the water provider within the city limits or ETJ, the smaller lots are even more difficult to control than in other cities in Texas with more services to negotiate with as leverage.



Until such a time that McLendon-Chisholm adds City services, such as municipal police protection, water and sewer, and parks and recreation, McLendon-Chisholm's negotiation leverage with developers will remain limited. There may be times when it is in the City's best interest to compromise on lot sizes, density, or other requirements or standards when negotiating with developers who control large tracts, either partially or entirely within the city's ETJ, in an attempt to obtain a greater outcome overall (ex. amenities provided, design considerations, school sites, etc.), but that does not mean that the City cannot ask for the vision that McLendon-Chisholm wants to see in its undeveloped areas.

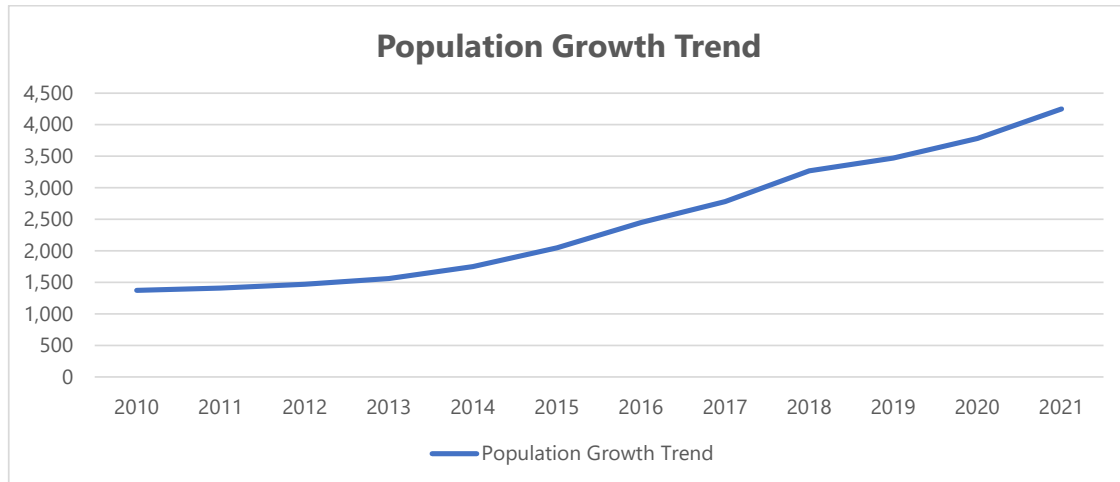
Demographics and Population

Population Growth

The City of McLendon-Chisholm has grown from its humble beginnings as two farming communities to an attractive residential community, while attempting to maintain a housing inventory that is more focused on larger lots and encouraging a more rural atmosphere. Although some lots smaller than one acre are zoned and could potentially be constructed, most community members would like for any new residential development to be on a minimum of one-acre lots or at a maximum of one dwelling unit per acre (see *Land Use & Design* for more details).

Population is growing rapidly in McLendon-Chisholm, although it is at a slower rate than some of the surrounding communities. The entire region is urbanizing, and growth is pushing out from the cores of Dallas and Fort Worth to find open land. There are a few large tracts of land undergoing active planning by their property owners for development within the McLendon-Chisholm city limits and ETJ that could change the population dramatically. The City's population in 1990 was 548 according to the 1990 US Census. The population in 2000, according to the U.S. Census Bureau, was 914. In 2010, the population grew to 1,373. In 2020, the North Central Texas Council of Governments (NCTCOG) estimated population was 3,780, and January 1, 2021's estimate was 4,250 (NCTCOG population estimates are utilized to have a more accurate and local estimate of population). Within approximately one year, the population increased by 12.4 percent. Between 2010 and 2020, the population more than doubled. Growth of residential uses and families within the city limits and the ETJ continues to grow. As the city continues to grow, the community wants to remain committed to a balance of governing policies and land use to ensure McLendon-Chisholm remains a highly sought-after community that provides a rural retreat from the growing urbanization across DFW.

Shown on the following page is a graph illustrating the past growth trends for McLendon-Chisholm in the past 10 years using NCTCOG annual population estimate data.

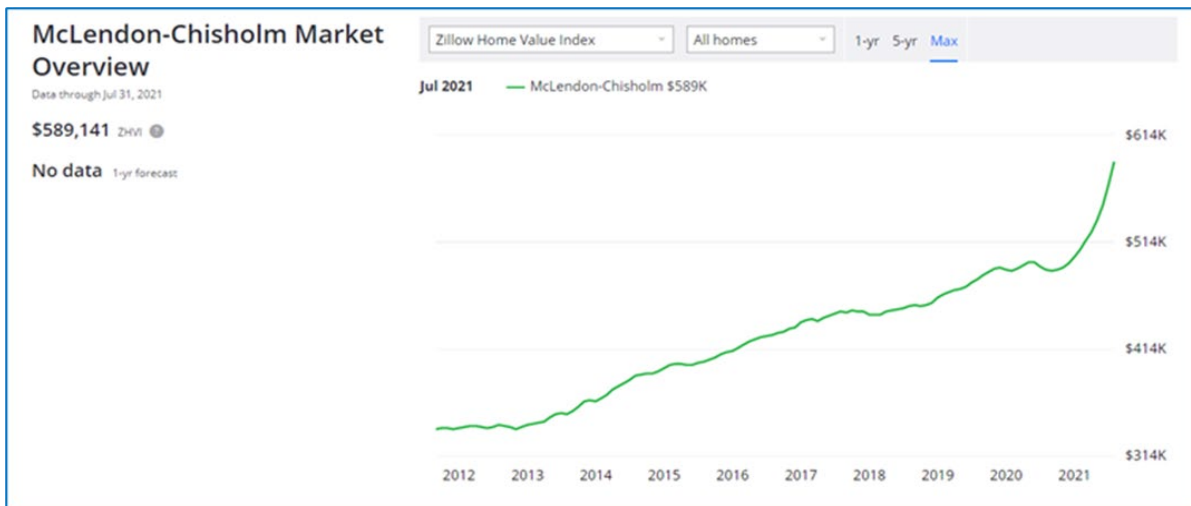


In the 2010 Census, the average persons per household (PPH) was 3.0, and in 2019, it was down slightly to 2.92. In addition to the already approved developments within the city limits, there is a substantial portion of the ETJ that will likely result in increased residential and commercial growth inside or outside of the city's limits due to very limited authority of the City to control it (see previous section regarding the State restricting City authority more and more with each legislative session), and some of that development is in active planning stages by developers and property owners.

A population of more than 25,000 by 2040 is not out of the question without unanticipated measures by State officials to give cities back powers to control growth in the ETJ. The City should actively start communicating the complexities in the ETJ to community members to manage expectations, as well as establishing standard Master Planned Community design and engineering requests of developers. This exponential growth is not consistent with what the community is expecting or what it wants, but it is the reality of what is on the horizon. The City can control all land wholly within the city limits, however, with full zoning powers.

Property Values

Property values in McLendon-Chisholm have steadily increased since incorporation, even in some difficult economic times. According to Zillow.com in 2021, "The typical home value of homes in McLendon-Chisholm is \$589,141. This value is seasonally adjusted and only includes the middle price tier of homes. McLendon-Chisholm home values have gone up 20.6% [between 2020 and 2021]," and they have skyrocketed since 2013, and especially since 2020, as reflected in data shown from Zillow.com on the following page.



The People of McLendon-Chisholm: Consumer Profiles

Knowing who lives in McLendon-Chisholm is important to understand just what actions the City and community members may want to take over the coming years. Provided below is a summary of McLendon-Chisholm's Tapestry Segments by ESRI. People have unique needs, spending patterns, and backgrounds, and understanding those profiles of the city's residents inform the customization of the Plan to who lives in the city. Tapestry Segmentation classifies US neighborhoods into 67 unique segments based on demographics and socioeconomic characteristics. There are three main ESRI Tapestry Segments represented in McLendon-Chisholm, including Soccer Moms, Professional Pride, and Green Acres. The descriptions are broad generalizations, and more information on each can be found in Appendix A. Below are summaries of each segment from ESRI:

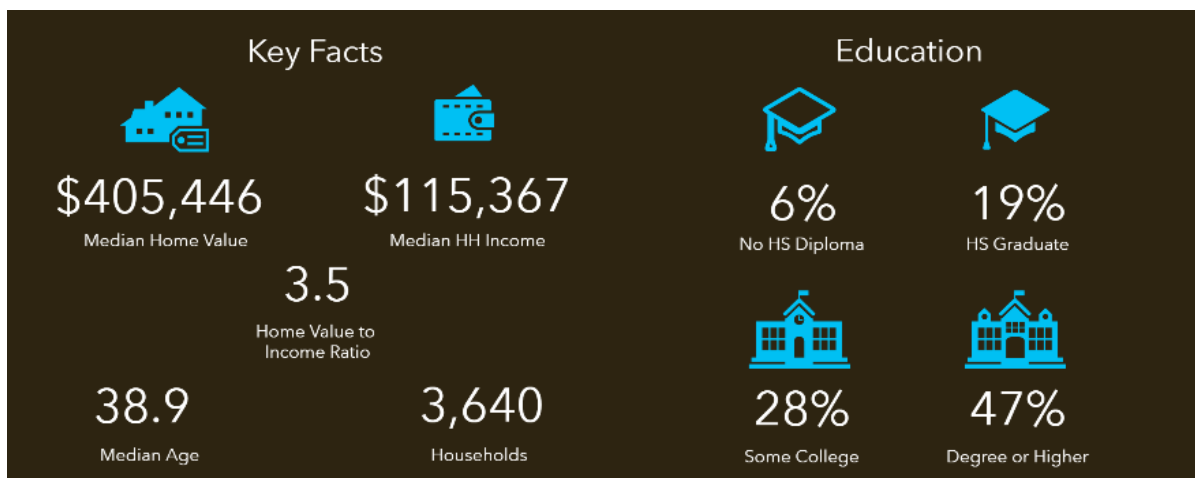
1. **Soccer Moms:** Soccer Moms is an affluent, family-oriented market with a country flavor. Despite its name, this category includes more than just moms—it includes men who fit the demographic as well. Residents are partial to new housing away from the bustle of the city but close enough to commute to professional job centers. People in this category typically enjoy more suburban environments to escape the hectic pace of being in families with two working parents and growing children. They favor time-saving devices, like banking online or housekeeping services, and family-oriented pursuits.
2. **Professional Pride:** Professional Pride consumers are well-educated, career professionals that have prospered through the Great Recession. To maintain their upscale suburban lifestyles, these goal-oriented couples work, often commuting far and working long hours. However, their schedules are fine-tuned to meet the needs of their school age children. They are financially savvy; they invest wisely and benefit from interest and dividend income. So far, these established families have accumulated an average of 1.6 million dollars in net worth, and their annual household income is more than twice the US average. They take pride in their newer homes and spend valuable time and energy upgrading them.



Their homes are furnished with the latest in-home trends, including finished basements, or separate areas of the house here in Texas, equipped with home gyms and in-home theaters.

3. Green Acres: The Green Acres lifestyle features country living and self-reliance. People in this category are avid do-it-yourselfers, maintaining and remodeling their own homes, with all the necessary power tools to accomplish the jobs. Gardening, especially growing vegetables, is also a priority, again with the right tools, tillers, tractors, and riding mowers. Outdoor living also features a variety of sports: hunting and fishing, motorcycling, hiking, camping, and golf. Self-described conservatives, residents of Green Acres remain pessimistic about the near future yet are heavily invested in it.

Provided below are additional characteristics of the local population per ESRI in 2021:



While data sources on home values may vary, it is important to note that McLendon-Chisholm's residents are well-educated, actively engaged, and have personal incomes and home values well above County, State and National averages.

Community Engagement

Community Engagement is an essential part of the development of the Comprehensive Plan. The planning process involved extensive collaboration with the community through a Community Survey, an in-person Community Forum, a Digital Community Forum, stakeholder interviews, three meetings with the Comprehensive Plan Advisory Committee (CPAC), and several meetings with the Planning and Zoning Commission and City Council. CPAC also met informally throughout the duration of the project with groups of local citizens, led by the CPAC Chairman. Each section of the Comprehensive Plan starts with a brief summary of the community feedback about the section topic but does not provide the totality of feedback on each issue. Provided below is an illustrative timeline of the planning process, which was completed in approximately six months from start to finish.



Project Timeline

Community Survey	• Active on the Digital Project Hub from March 29 – April 20, 2021 • Community Survey Report produced
CPAC Meeting 1	• April 12, 2021 • Covered comprehensive planning process and gathered feedback
Community Forums	• In-Person Community Forum occurred on May 15, 2021 • Digital Community Forum was active on the project website from May 17 – May 23, 2021
CPAC Meeting 2	• June 23, 2021 • Discussed Vision Statement, draft Future Land Use Plan, and draft Master Thoroughfare Plan
Stakeholder Interviews	• Occurred between April and June 2021 • 10 Stakeholder interviews completed
TxDOT Focus Group	• June 9, 2021 • Discussed design and options relating to SH 205 expansion
CPAC Meeting 3	• July 12, 2021 • Discussed draft Comprehensive Plan Concepts and Highlights
P&Z and City Council Meetings	• Multiple meetings with elected and appointed officials were held throughout the planning process.

Community Survey

A Community Survey was completed to better understand the community's perceived strengths, weaknesses, opportunities, and threats of McLendon-Chisholm, as well as levels of satisfaction, communication preferences, and general feedback. The Community Survey was open for three weeks and gathered 343 total responses (nine percent of the population), which is very high compared to the healthy city minimum response rate of two percent.



According to the Survey results, McLendon-Chisholm is a community with high levels of satisfaction that takes pride in the city's rural/country lifestyle and the extensive open space and undeveloped agricultural land. Major strengths of McLendon-Chisholm reported by the Community Survey include the rural/country feel, large lot residential properties, and public safety. As the city continues to grow, attracting new businesses is seen as a positive, but respondents want growth to be done in a planned and strategic way. Respondents were worried that current infrastructure and utility constraints could hinder growth in the future and want the City to stay on top of public safety, planning, and fiscal sustainability. Respondents wanted more restaurants, a grocery store, and retail so that travelling outside of town to run basic errands is not necessary.

Many Survey respondents were open to new businesses but ultimately do not want the city to lose its small-town, rural feel. SH 205 was at top of mind on respondents, and it is a desired improvement in terms of capacity, design, and adjacent development. Parks and recreation, including trails and bike lanes, was highly desired among many Survey respondents. McLendon-Chisholm has some opportunities to explore common ground on what is desired for the City to provide, what the services or improvements cost, and the methods to fund them. Below is an illustrative and generalized summary of the top Strengths, Weaknesses, Opportunities, and Threats identified in the Survey:



TOP STRENGTHS

- 1 RURAL/ COUNTRY FEEL/ OPEN SPACE
- 2 LARGE LOT RESIDENTIAL/ LOW DENSITY
- 3 PUBLIC SAFETY (INCL. NEW FIRE DEPT. UPGRADES)



TOP WEAKNESSES

- 1 INFRASTRUCTURE (INCL. DRAINAGE, ROADS, & TRAFFIC)
- 2 LAND USE MIX/ LACK OF COMMERCIAL
- 3 GROWTH/ DEVELOPMENT/ PLANNING



TOP OPPORTUNITIES

- 1 LAND USE MIX/ MORE COMMERCIAL
- 2 AMENITIES/ PARKS/ RECREATION
- 3 INFRASTRUCTURE (INCL. DRAINAGE, ROADS, & TRAFFIC)



TOP THREATS

- 1 INFRASTRUCTURE (INCL. DRAINAGE, ROADS, & TRAFFIC)
- 2 SMALLER RESIDENTIAL LOT SIZES/ HIGHER DENSITY
- 3 OVER-DEVELOPING/ OVER-POPULATING

Community Forums

Two Community Forums were held, including one in-Person Community Forum and one digital Community Forum which took place on www.PlanMCTX.com. Several stations in both Community Forums summarized information about the project to orient attendees as they walked in and online attendees when they visited the digital Community Forum.



The in-person Community Forum was held on May 15, 2021, at McLendon-Chisholm City Hall from 10:00 am to 2:00 pm, come-and-go. Fifty-four people signed in for the in-person event, but more people may have attended and did not sign in. Some stations asked participants to collaborate and identify priorities, place a dot on a map for location-based feedback, and/or write a comment response or start a discussion. Other stations were informative on several themes that emerged from the 2021 Community Survey including (but not limited to):

- Lot Size and Density:
 - This station focused on the relationship between lot size and open space by presenting two development patterns that offer the same number of lots in each subdivision but utilize minimum lot size or maximum density.
 - There was a strong positive association with low density development.
 - Concerns with the maximum density approach related to potential development in the future happening in reserved green space, and discussion with facilitators outlined options to mitigate this concern, such as zoning and deed restrictions.
 - Strong positive association with the green spaces and tree preservation opportunities with the maximum density approach.
- Parks and Recreation:
 - The in-person Community Forum attendees voted 31 to 11 in favor of a need for city parks, greenspaces, and gathering spaces. If parks were to be developed, people prefer to include walking trails, bike paths, connectivity of neighborhoods, water features, and children's equipment. Of the responses gathered, some comments were:
 - A desire for smart fiscal spending
 - Require commercial development to incorporate green spaces
 - Wait to develop City parks until the tax revenue is generated to maintain them
 - Town square park development is desirable
 - Utilizing parks in the surrounding areas is sufficient
 - Utilizing private residences for open space is preferred
 - The comments above are a sampling and do not represent consensus or frequency of comments.
- Mobility Priorities:
 - The Mobility Jars of the Future activity was designed to gather the community's priorities for mobility, connectivity, and transportation.
 - Participants discussed the traffic on State Highway 205 and its impact on their commute to work and regular trips to amenities and destinations within the area. Generally, people were interested in expansion of the road network so long as it limited congestion and was safe for passengers.
 - The top three priorities identified from this activity include (1st) Commuter Delay and (tied for 2nd) Health & Safety and Recreation



- Public Safety and Emergency Services:
 - Participants were presented with three potential options for addressing public safety service in the future, and feedback reflected support for the City entering into a paid contract for Police services with the County or similar arrangement, but some wrote in comments about smart City spending and expressed wanting a gradual transition to the City creating a Department of Public Safety and cross-training employees to serve Police, Fire, and EMS purposes, so that the City can create a Public Safety department without a perceived sudden increase on taxpayers.
- Popular Destinations:
 - Most respondents indicated that they choose to shop and eat out in Rockwall and Heath. Sit down and family style restaurants, as well as grocery stores and home improvement stores were popular. Some other destinations near McLendon-Chisholm were the Chisholm Country Store and Café, and Italian Village.
 - Attendees for the in-person Community Forum came from various parts of the city and ETJ and represented most developed areas and indicated they work in Dallas, Plano, DFW, Las Colinas, Rockwall, and Rowlett. The second most popular working location was from home.

The digital Community Forum was held on May 17-23, 2021, on www.PlanMCTX.com. The Forum was set up to complement, not duplicate, the in-person Forum. The Forum was interactive and engaging and addressed the most prominent challenges and popular topics that emerged from the 2021 Community Survey and first Comprehensive Advisory Committee meeting including (but not limited to):

- Downtown Development:
 - Respondents primarily supported a Downtown, and feedback generally noted a Downtown designed for McLendon-Chisholm should:
 - Locate along SH 205 and FM 550
 - Tie in the rural nature and environment
 - Include small and unique shops and uses
 - Feedback noted creating a special destination for the community that is successful without having to attract large crowds, including:
 - Small shops and businesses
 - Gathering spaces and trails
 - Local events and traditions
- Housing:
 - The Minimum Lot Size and Maximum Density board from the in-Person Community Forum was provided with a housing survey in the digital Community Forum. Each question included a comment box for each respondent to describe why they chose their specific answer.
 - Many respondents liked the rural feel of larger lots and natural, preserved open land. Many respondents expressed a strong desire to preserve a country feel and sought to reduce traffic, maintain high property values, and keep crime low. Most respondents preferred to see no increase in housing density, while some were open to the idea if administered properly.



- Location-Based Feedback:
 - The Collaboration Map in the digital Community Forum included the opportunity to add specific comments on geographic locations within McLendon-Chisholm. This map provided a space for participants to comment on something they like, something they think needs improvement, a comment or idea, and/or an area specific comment. Below are some topics within each category from the Collaboration Map that were discussed by participants:
 - Something I like:
 - Low density residential
 - Sustainable agricultural businesses including plant nursery and tree farm
 - Privately owned open/green space
 - Comment or Idea:
 - Grocery store
 - Small, local shops
 - Low density residential
 - Needs Improvement:
 - Residential developers leaving roads in poor condition
 - Public road maintenance
 - Private road maintenance assistance
 - Area Specific Comment:
 - FM 550 at SH 205 – dining, coffee shop, retail, outdoor farmers market
 - Better signage for businesses along SH 205
 - Ensure new developments are low density



Vision Framework

The Vision Framework, or Vision Statement, for a comprehensive plan is a key result from the planning process. In McLendon-Chisholm, the following factors informed the Vision Framework:



The Vision Framework contains three components, or “spheres,” shown on the following page: what McLendon-Chisholm is deeply passionate about, what it can be the best at, and what fuels the City’s economic engine. Decisions and priorities for McLendon-Chisholm should be evaluated utilizing the Vision Framework. Where developments, actions, expenditures, and priorities are at the intersection of the spheres, the most effectiveness results.



Comprehensive Plan Vision Framework



Provided below are short explanatory statements for each of the Vision Framework elements, which generally represent the desired development, services, and priorities. The statements are meant to provide elaboration but not entirely describe all facets of each item. The Vision Framework should grow and evolve with McLendon-Chisholm, and conversations should continue about its contents to further refine the vision together over the coming years.

Deeply Passionate About

Rural Heritage, Green Spaces & Natural Areas

Green spaces and natural areas are critical to our rural and country atmosphere that we treasure. We will preserve our agricultural land, green spaces, and natural areas to stay true to our rural heritage and the original reason that McLendon-Chisholm decided to incorporate.



Neighborhood Kindness

We care about being hospitable. We feel that being kind and helpful, to keep the small-town feel we have, is essential. Policies and development should foster high quality and family-oriented neighborhoods.

Maintaining Country Feel

McLendon-Chisholm is full of wide-open areas, and we aim to support developments that promote the character of the existing community. The design of our community should showcase country living and our rural atmosphere and have limited commercial development.

Low Density Residential Development

Ensuring that new residential development or redevelopment is at least one-acre lot sizes (exclusive of floodplain or rights-of-way) or a maximum of one dwelling unit per acre (depending on which Future Land Use Designation) is very important to us. We do not want McLendon-Chisholm to be overcrowded.

Being Great Fiscal Stewards

The City will spend money wisely on services necessary to continue the McLendon-Chisholm way of life. Limited government spending on essential expenditures, in addition to strategic economic development efforts to sustain revenues, is key to our success.

Community Safety & Security

We are passionate about the safety and security in McLendon-Chisholm. We support providing a safe environment for all that live, work, or visit here.

The Best At

Planned & Controlled Development

Development will be consistent with the community's existing character, look, and feel or otherwise positively contribute to the McLendon-Chisholm brand. Agriculture, farmland, and green spaces will be preserved, and we will apply our vision to potential developments within and outside the city limits to ensure we are always pushing for the best quality we can get.

Peaceful & Quiet Retreat from Urban Life

We will continue to be an oasis from the more urban environments. Our way of life places high value on space, nature, and serenity.

Dark Sky Community Designated

Our rural and country feel will be best protected by ensuring that we become designated as a Dark Sky Community. The IDA's Five Principles for Community Outdoor Lighting will be required and applied. *(further described below)*

Scenic City Certified

We strive to become certified as a Scenic City through earning points for standards relating to landscaping, tree planting, and sign regulation. This differentiator will promote the beauty of our community and will contribute to maintaining the city's rural heritage and charm. *(further described below)*

Grassroots Community Events

As a community of limited spending, our residents, organizations, and businesses take pride in hosting events for the community through independent efforts, in partnership with the City through advertisement on City mediums as applicable. Our events positively contribute to our quality of life and community bonds.



Transparency & Community Engagement

We value sharing our story within the community and beyond, as well as providing meaningful collaboration and feedback opportunities. We provide timely, accurate, and relevant information proactively for the community to keep informed on City matters.

Fuels Economic Engine

Conservative Spending

The City will continue to be conservative in spending of taxpayer funds. Priorities consistent with our Vision will be assessed on an annual and longer-term outlook to ensure fiscal vitality.

Brand & Identity

McLendon-Chisholm will emphasize the City brand by creating gateway features and branding elements that highlight our rural Texas traditions. The City's brand showcases who we are, our identity, through development, improvements, design, and communications.

Country Living Activity Centers

Small pockets of peaceful, quiet, and charming activity will provide opportunities for commercial or gathering spaces. Country Living Activity Centers can take the form of a small park, a plaza, an open pavilion, or a small group of shops or businesses (among other options).

Commercial Opportunities along SH 205 and FM 550

SH 205 and FM 550 will be the main locations for commercial uses, although mixed uses are encouraged as described further in the plan throughout other areas. Commercial development should be modest, quaint, and small.

Diversified Tax Base

We diversify our tax base by encouraging small, locally-owned businesses and other desirable uses to locate in McLendon-Chisholm to complement our predominantly residential uses. Diversifying the tax base can reduce burden on residential taxpayers and contribute to a great quality of life for residents and visitors alike.

Data-driven Decision-making

We will utilize data, including community feedback and collaboration, as policies and issues are developed and addressed. We recognize that injecting data and tangible feedback into our conversations will better inform our decisions for maximum efficiency and greatest resident satisfaction.

As part of the Vision Framework, "Dark Sky Community Designated" and "Scenic City Certified" are two application processes and associated standards that the City can pursue to achieve some of its objectives relating to agricultural heritage, safety, and rural/country feel. Provided below are summaries of each:

Dark Sky Community Designated

The International Dark-Sky Association (IDA) is an organization aimed to reduce light pollution in city night skies. Their International Dark Sky Places designation is a program that encourages communities, parks, and protected areas around the globe to protect and preserve dark sites through responsible lighting policies and public education. An IDA International Dark Sky Community is a town, city, municipality, or other legally organized community that has shown



exceptional dedication to the preservation of the night sky through the implementation and enforcement of a quality outdoor lighting ordinance, dark sky education and citizen support of dark skies. Dark Sky Communities excel in their efforts to promote responsible lighting and dark sky stewardship and set good examples for surrounding communities.

The IDA has five principles for community outdoor lighting to reduce light pollution:

1. Install lighting only when and where it is needed.
2. Shield your lights so they shine down on the ground, which reduces harmful glare and decreases skyglow.
3. Light should be no brighter than necessary.
4. Use controls such as timers, dimmers, and motion sensors on outdoor lights.
5. Use warm color lights where possible. Limit the use of harmful blue wavelength lighting.

Source: [International Dark-Sky Association](#)

Scenic City Certified

The mission of the Scenic City Certification Program is to support and recognize Texas municipalities that implement high-quality scenic standards for public roadways and spaces. The Scenic City Certification Program provides a proven, highly regarded tool to Texas cities for assessment, evaluation, and recognition of infrastructure standards. The benefits of becoming Scenic City Certified include obtaining expert third-party evaluation of existing standards, forming a basis for continual review and analysis of development plans, creating a platform to educate citizens on the impact of local regulations, and supporting economic development efforts. Any Texas city can apply to become Scenic City certified through a review of municipal infrastructure ordinances as they relate to public roadways and public space. Official certification can be earned by cities through assessments relating to the three major categories in the Program:

- Landscaping,
- Tree planting, and
- Sign regulation.

Source: [Scenic City Certification Webpage](#)



Chapter 2: Fiscal & Economic Vitality

Feedback Summary

Fiscal and economic vitality are important to the community. Strategically placed commercial development is desired along SH 205 and FM 550, most community members prefer mostly large lot residential development throughout the city to remain fairly rural and to preserve the existing open space. Conservative spending and prudent use of taxpayer dollars was a frequent theme that came up throughout the planning process. Key tenets of economic and fiscal vitality (i.e. “fiscal rules of thumb”) were discussed in the planning process, such as housing diversity, growth in the core (instead of the fringes), diversification of the tax base, and mixed-use development, but there is significant resistance by many within the community to fully implement these concepts for fear of losing or adversely affecting McLendon-Chisholm’s green spaces and rural feel.

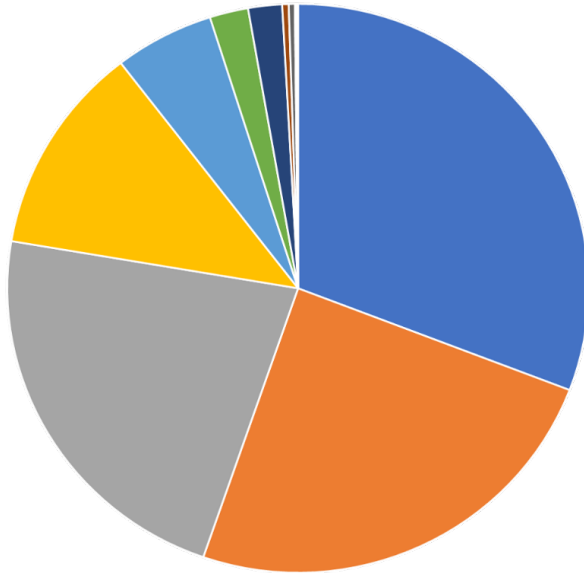
Existing Conditions

Below is a list of observations made from the existing conditions of McLendon-Chisholm’s economic and fiscal conditions:

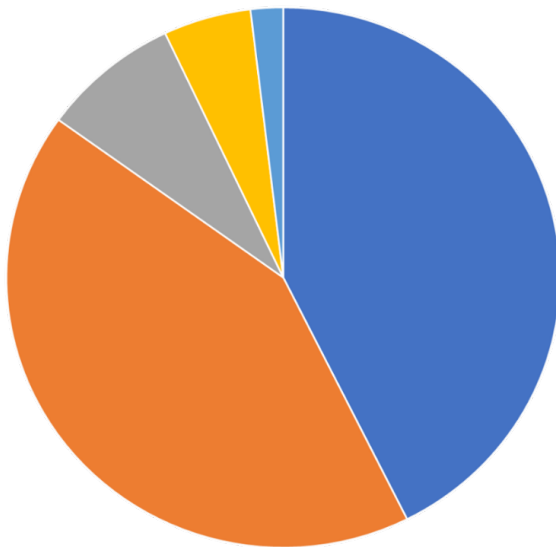
- The tax base is heavily reliant on a homogenous, single-family residential housing type.
- Economic development expenditures are limited due to the property tax refund program with sales tax revenue.
- Sales tax revenue is constrained due to limited commercial zoning and development.
- The growth rate is uncontrolled due to limited authority of cities in Texas to influence development partially or completely in the ETJ.
- Existing zoning does not permit or encourage market adaptation to community vision for diversification of tax base.
- Approximately 80 percent of City expenditures are dedicated to operation of limited essential services for the city, with 20 percent dedicated to capital expenses, debt services, and occupancy expenditures.
- The largest revenue the City has is from property taxes and building permit income, followed by sales tax revenue. The top three categories make up approximately 85 percent of the City's total revenue budget. Sales tax comprises approximately 16 percent of the City's revenue, but 25 percent of sales tax revenue is dedicated for property tax relief.
- The City does not have centralized sewer and it does not own/operate its own water supply and service. Purchasing the Certificate of Convenience and Necessity (CCN) and providing the associated infrastructure assets to own the water supply and service would cost significantly and would necessitate capital construction and growth in City Staff numbers to manage the various components of the system, billing, construction, and maintenance. Similar constraints are present relating to providing centralized sewer in terms of cost, construction, growth in City Staff numbers, etc. The City is exploring logistics, costs, and operational considerations to mitigating current water and sewer challenges, including purchasing the associated CCN’s, which may be necessitated to serve existing and future residents and businesses.



McLendon-Chisholm FY 2021-2022 Approved Budget Summary



McLendon-Chisholm Fiscal Year 2022 Revenue			
Pie Chart Color	Revenue Item	Dollar Amount	Percentage
Blue	Ad Valorem Tax	\$ 1,113,267.00	30.8%
Orange	Sewer Utility Revenue	\$ 883,569.00	24.5%
Gray	Building Permit Income	\$ 808,000.00	22.4%
Yellow	Sales Tax Revenue	\$ 430,000.00	11.9%
Light Blue	Franchise Income	\$ 200,000.00	5.5%
Green	County Contract	\$ 77,500.00	2.1%
Dark Blue	Development Income	\$ 68,000.00	1.9%
Brown	Septic Fees	\$ 13,000.00	0.4%
Dark Gray	Interest Income	\$ 12,161.00	0.3%
(N/A)	Hotel Occupancy Tax	\$ 3,400.00	0.1%
(N/A)	Credit Card Fee Revenue	\$ 1,750.00	0.0%
(N/A)	Food Enforcement	\$ 1,200.00	0.0%
Total:		\$ 3,611,847.00	100%



McLendon-Chisholm Fiscal Year 2022 Expenditures			
Pie Chart Color	Revenue Item	Dollar Amount	Percentage
Blue	Operating Expenditures	\$1,243,549.00	42.6%
Orange	General & Administrative Expenditures	\$1,234,448.00	42.3%
Gray	Capital Expenditures	\$235,000.00	8.1%
Yellow	Debt Service	\$149,463.00	5.1%
Light Blue	Occupancy Expenditures	\$55,300.00	1.9%
Total:		\$2,917,760	100%



Analysis

Although several of the “fiscal rules of thumb” are not consistent with some community feedback, there were some areas of consensus when it comes to fiscal matters. It will be important for McLendon-Chisholm to implement other areas of this Plan, such as rezoning consistent with the updated Future Land Use Plan, for maximum fiscal benefit. In terms of water and sewer service, adequate water service for fire flows can be potentially affected if water supply for residents and the city overall are not addressed. Insurance rates for residents and growth control can be positively impacted by securing water service and infrastructure at a minimum.

Vision

McLendon-Chisholm promotes a civic lifestyle that encourages community activities and interactions, connecting residents through digital, cultural, and social interactions. To achieve this, community differentiators have been identified to carry this vision. The vision for Fiscal and Economic Vitality incorporates the City's community differentiators identified in the Vision Framework, including:

- Planned and Controlled Development: Growth will be strategically placed along key corridors to preserve existing open space and agricultural land uses that exist throughout the city;
- Peaceful and quiet retreat from urban life – maintaining a rural lifestyle by developing in a low density and low intensity;
- Grassroots community events; and
- Governmental transparency and community engagement.

McLendon-Chisholm will implement fiscal vitality best practices, such as allowing mixed-use zoning to benefit from higher revenues per acre. Mixed land uses, either in one building or on one property, encourage walkable development, reduce automobile dependency, and reduce traffic congestion. The City will be able to gather higher sale tax revenues from local businesses and boutiques that are supported by the people who live nearby.

McLendon-Chisholm will focus commercial growth in the core of the city along key corridors. SH 205 will be widened in the future, and once that project is complete, the City can capitalize on regional traffic by lining the street's frontage with modest businesses that provide a quaint and country feel. Focusing commercial growth and activity nodes on the City's main corridors (SH 205 and FM 550) will diversify the tax base and bring additional sales tax revenues to the City to reduce burdens on residential taxpayers and provide stability during times of economic instability.



Actions

- Planned and Controlled Development
 - Develop a set of standards that are typical for developments proposed partially or completely within the ETJ, including parkland dedication and development requirements, internet fiber, walkability and connectivity, water supply/service, sewer treatment/service, and illustration of compliance with the Vision Framework.
 - Create a Heritage Park using the City land around City Hall for a communal gathering space.
 - With each year's annual budget process, include an evaluation of the desired set of City services and improvements for the next five years as part of a long-range budget outlook. The five-year evaluation should include a Capital Improvements Program (CIP) for any large/expensive City construction or equipment. Assistance from a consulting planner and engineer may be required for associated technical components and cost estimates.
 - Create an economic development policy and strategies to bring in at least 10 new businesses consistent with the Vision Framework by 2031 (**"10 in 10"**).
 - Establish a set of tools, in consultation with the City Attorney, that the City can utilize in negotiations with developments partially or completely within the ETJ.
- Peaceful and Quiet Retreat from Urban Life
 - Develop a City slogan compatible with "quiet rural living" in McLendon-Chisholm (or something similar to reflect the essence of McLendon-Chisholm) for use in City-wide brand and identity efforts.
 - Revise the zoning and subdivision ordinances to promote the sustained preservation of peaceful quality of life and rural elements, such as:
 - Ecological diversity through green infrastructure and restoration of environmentally sensitive areas regulations;
 - Tree preservation and native plant list for residents to use and developers to follow;
 - Dark sky lighting standards consistent with pursuing the associated Dark Sky Community Designation;
 - Flexibility in administrative approval for emerging low-intensity agricultural industry uses, such as limited scale aquaponics, clean/light industrial, and agricultural research uses; and
 - Regulations consistent with pursuing Scenic City Certification.
 - Apply for Dark Sky Community Designation upon completion of associated ordinance updates.
 - Apply for Scenic City Certification upon completion of associated ordinance updates.
- Grassroots Community Events
 - Establish a Community Events Committee to lead planning and implementation efforts for four community-led events per year.
 - Re-establish at least one signature community event celebrating the city's rural heritage or relating to an agritourism experience (ex. pumpkin patch or Christmas on the Farm, etc.).



- Transparency and Community Engagement
 - Formalize a tradition to hold two Town Hall meetings per year to discuss community happenings and answer questions, to include streaming online.
 - Upgrade the audio/visual equipment and associated software in City Hall to improve sound and video quality for streaming public meetings live and on-demand online.
 - Create a list of homeowner's association and neighborhood group leaders to be registered with the City and contacted directly, concurrent with public notice, when significant public hearing items are on the agenda for any board or commission.
 - Establish an online suggestion form on the City website and respond to and discuss comments regularly with City Leadership as applicable.



Chapter 3: Land Use & Design

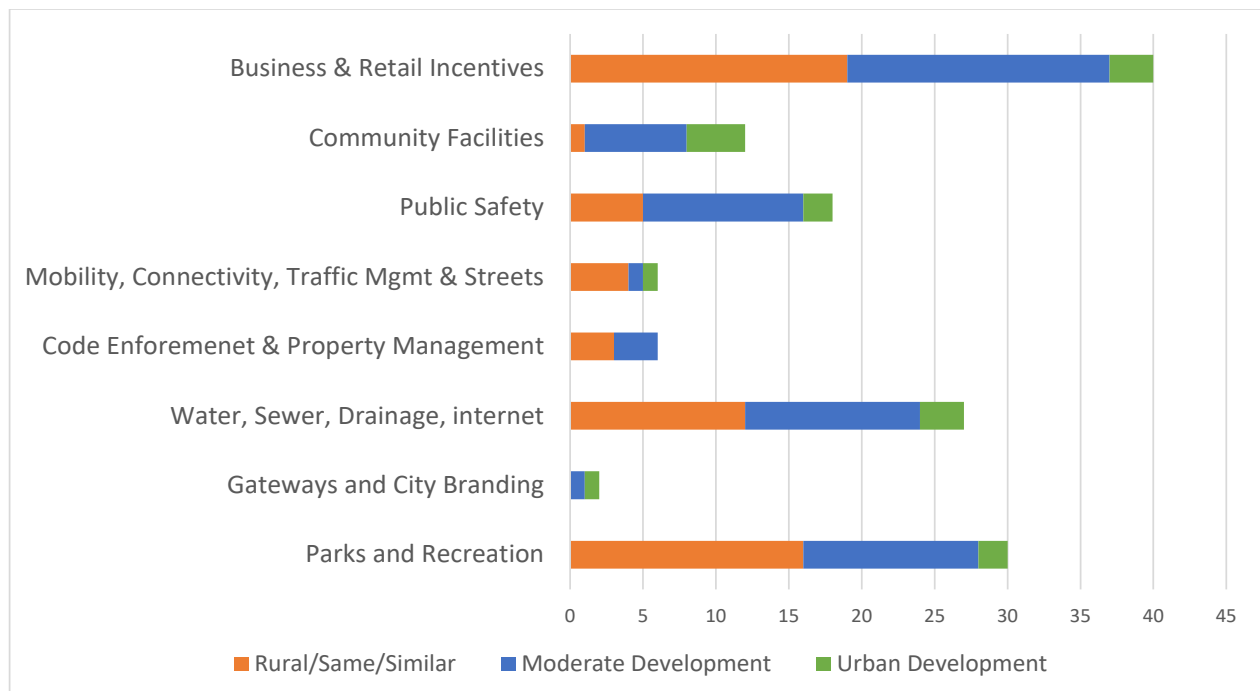
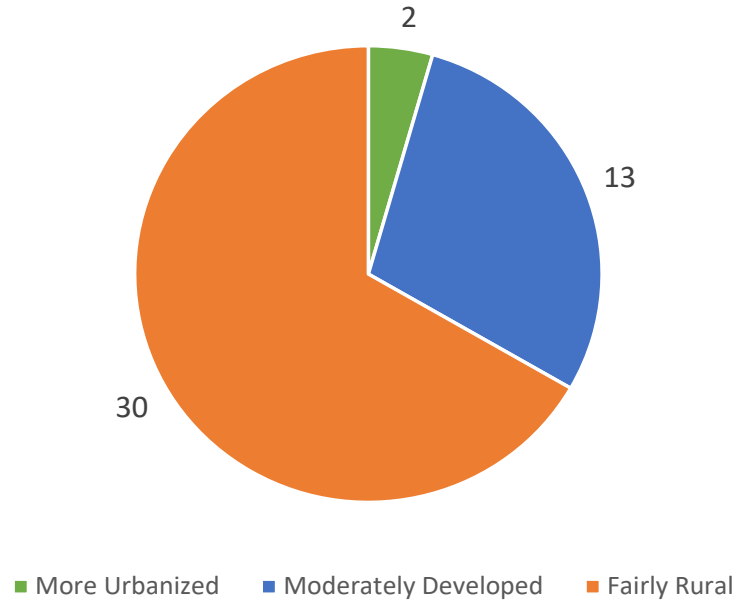
Feedback Summary

As McLendon-Chisholm continues to grow, it's important to plan for what level of development the community wants and what associated priorities are desired to fund with limited resources. The "McLendon-Chisholm has Choices" activity held at the in-person Community Forum was an interactive station that asked participants to choose their preferred level of urbanization for McLendon-Chisholm and that provided a corresponding number of coins for illustrative spending. This station helped to represent the varying level of City tax dollars that can be generated based on level of development and choices of services and amenities the City can fund based on each to help connect expectations with development choices. Participants were asked to choose "Fairly Rural (two coins in a coin pack)," "Moderately Developed (four coins in a coin pack)," or "More Urbanized (eight coins in a coin pack)" for levels of development intensity and each had a description.

The top priority identified for funding, once the levels of development were selected by the participants, was "Business & Retail Incentives," and second was "Parks & Recreation." The spending priorities do not entirely coincide with most urgent priorities for essential services, such as infrastructure maintenance, utilities, and public safety, and the community's continued restriction of expenditures. Continued expectations management is essential moving forward regarding development patterns, revenues, and expenditures, but there also seems to be a disconnect between the top "vote-getters" and most community members who were most vocal in the planning process. Results of this activity are shown on the following page. The first pie chart shows the level of urbanization coin packs that were chosen, and the second graph shows the results of how participants distributed their funds.



McLendon-Chisholm has Choices Engagement Results





Another feedback opportunity in the digital Community Forum asked residents' opinions on a future Downtown for McLendon-Chisholm. Respondents primarily supported a Downtown, and feedback generally noted a Downtown designed for McLendon-Chisholm should be located along SH 205 and/or FM 550, tie in the rural nature and environment, and include small and unique shops and uses. Another question asked what types of land uses would be desirable for a future Downtown if it were in a location that is appropriate, and it is designed well. Feedback noted creating a special destination for the community that is successful without having to attract large crowds, including small shops and businesses, gathering spaces and trails, and local events and traditions.

Most residents of McLendon-Chisholm would like to see the City stay a low-density, residential community. There is significant passion surrounding the preservation of green and open spaces to maintain a *Peaceful and Quiet Retreat from Urban Life*. The top opportunity in the Community Survey was diversifying the land use to add more commercial and retail opportunities with integrated and open gathering spaces for residents. Overall community feedback seeks to keep McLendon-Chisholm a rural community with low-density residential developments and plenty of open space that concentrates commercial growth on mixed-use land uses along key corridors, including SH 205 and FM 550.

Existing Conditions

The City has rolling topography with large open expanses of pastureland and a number of drainage areas (floodplains and creeks). There are large areas of agricultural uses, including farming and ranching, and also large undeveloped areas. Retail and other commercial uses are mainly located along SH 205, but there are not very many of them. The development pattern is predominantly agricultural, undeveloped, and large lot residential.

2021 Rockwall and Kaufman County Appraisal Districts data was used to display state code land uses for the parcels within the city limits on the map on the next page. Below is a table summarizing the existing land use percentages for each land use code:

2021 Existing Land Use Mix		
Land Use	Parcel Count	Square Miles
Single Family Residential	1293	2.40
Commercial	15	0.08
Agriculture/Farm	302	9.17
Vacant Lots	143	0.43
Vacant Commercial Lots	9	0.03
Not Categorized	44	0.30
Total	1806	12.41



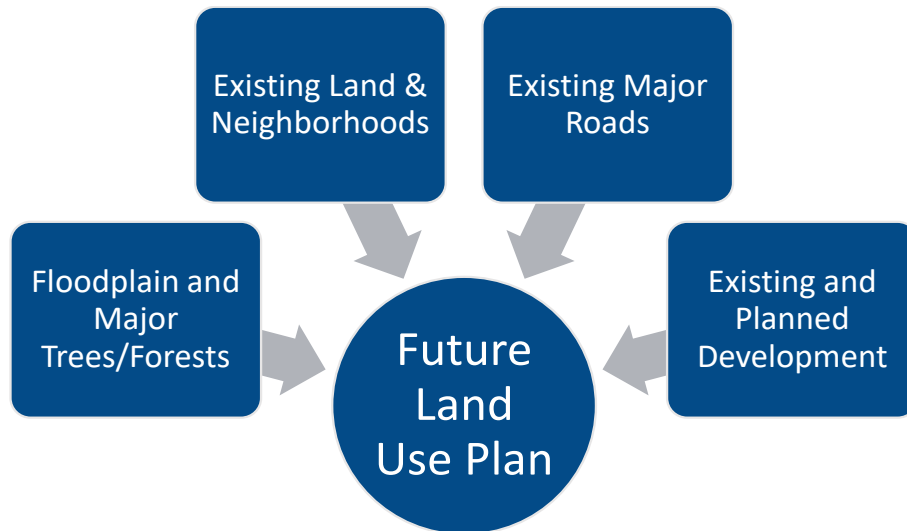
Analysis

Existing floodplain and heavily wooded forest areas will remain undeveloped in the Future Land Use Plan (FLUP). Residents of McLendon-Chisholm are deeply passionate about green spaces and natural areas, as noted in the Vision Framework. In the FLUP, these areas will be designated and protected to remain natural areas vital for the ecosystem of the City. Rockwall and Kaufman Counties require a lot size of at least one acre for on-site sewage/septic permits, down from one-and-a-half acres minimum in years past. Designating existing residential neighborhoods as Existing Neighborhoods on the Future Land Use Plan (FLUP) will help protect existing residents and homeowners from redevelopment inconsistent with their neighborhood in the future. Clear direction from the public feedback reflects focusing future growth along key corridors in McLendon-Chisholm. SH 205 and FM 550 are the major thoroughfares in the city, so commercial and mixed-use developments should be concentrated along these roads where appropriate. Future development plans, approved or not approved at the time of this Comprehensive Plan, have been considered for the FLUP. A vision for the future has already been established in some of these areas, and these plans will be conceptually incorporated into the overall vision of the City where they are consistent with community feedback.

The prevalent housing type is detached single family dwellings located mostly on larger lots, farms, and ranches. Over the course of the Comprehensive Plan Update, the Planning and Zoning Commission, the City Council, and the Comprehensive Plan Advisory Committee (CPAC) considered different housing types. As a result of these discussions, the CPAC agreed that McLendon-Chisholm will maintain a maximum residential density of one dwelling unit per acre, exclusive of floodplains and rights-of-way, in most areas while encouraging development of multiple-acre lots to maintain the city's open spaces and rural appeal. Other areas have minimum lot size or lower maximum density. These standards will help to preserve floodplains, green spaces, and large lot, rural, country estates within undeveloped areas of the city, which distinguish McLendon-Chisholm as a place of unique attributes, vistas, and high quality of life. Within some Future Land Use Designations, there is a minimum lot size of one acre, and maximum density is not utilized, which was done to blend differing community feedback, while also applying best practices for green space preservation.



Vision



McLendon-Chisholm's Future Land Use Plan incorporates feedback heard through the public engagement process and is applied through multiple principles including, but not limited to:

- Moving toward a design-based Future Land Use Plan through:
 - Having a focus on height, intensity, and function first instead of rigid use parameters only;
 - Allowing for a strategic, branded, and low-intensity mixture of uses in undeveloped areas to allow the market to innovate and to diversify the tax base, realizing there are many ways to get a rural/country feel with future development;
 - Focusing on protecting existing neighborhoods; and
 - Developing compatibly with surrounding development and in a manner responsive to market needs while putting current residents first.
- Protecting green spaces and natural systems by:
 - Preserving floodplains; and
 - Providing green space buffers and beautiful screening and landscaping with new development;
- Blending mobility and future land use together to create high quality design and reduce commuter delay so that McLendon-Chisholm can:
 - Understand the function of regional corridors; and
 - Capitalize on key intersections and encourage nodes of potential activity.

An issue consistently mentioned by residents is the preservation of the rural nature of McLendon-Chisholm. Residents hold the desire to ensure that as future development decisions are made such that new development and change will be compatible with the qualities of the community today. Through the maintenance of predominantly rural residential development and limiting commercial development to the primary corridors through the city, McLendon Chisholm intends to balance its rural nature with competitive market pressure for new development.

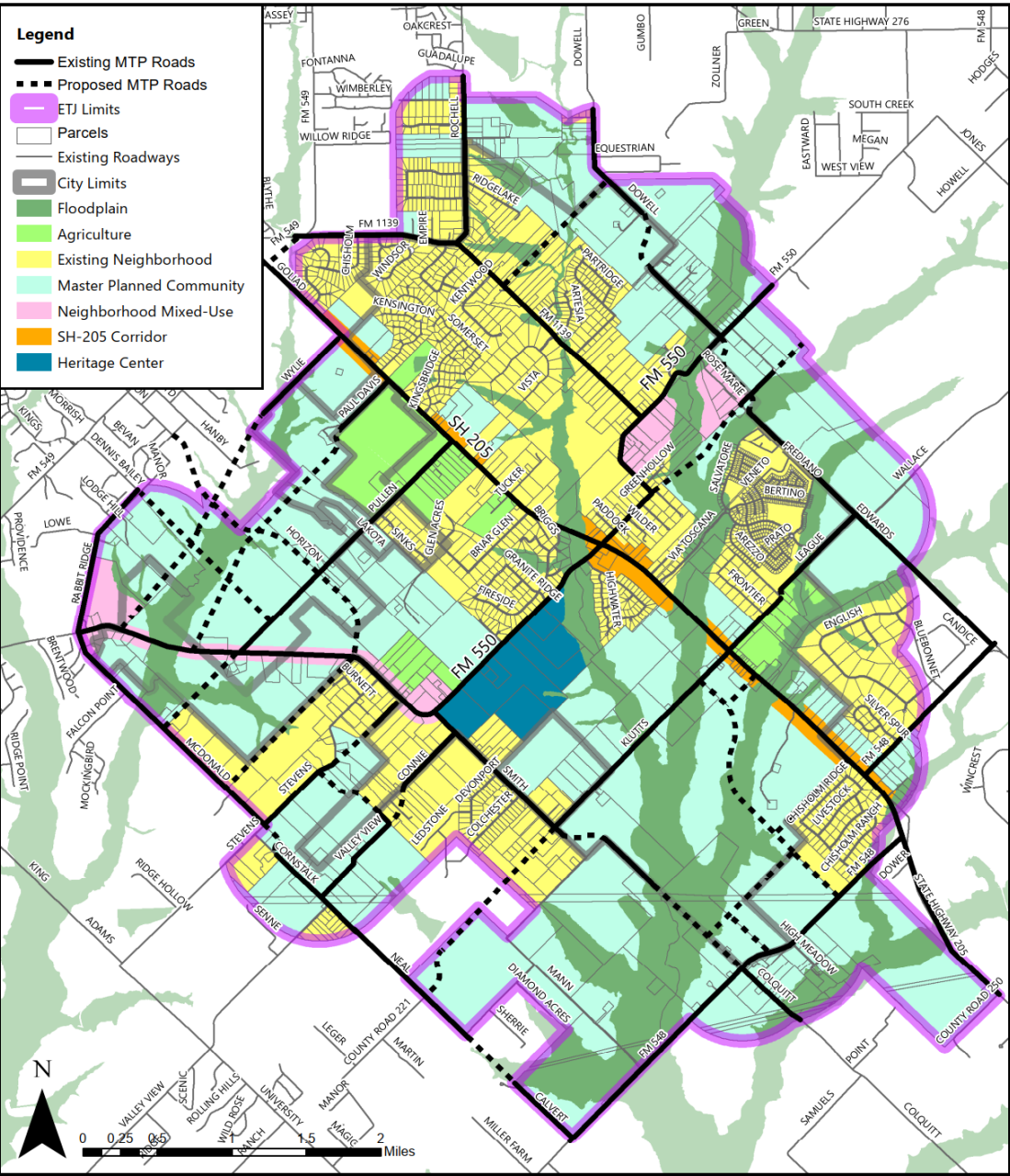


The McLendon-Chisholm Future Land Use Plan (FLUP) is pictured on the next page. A description of each Future Land Use Designation is provided after the FLUP and should be utilized when considering development proposals and updating zoning districts with more detailed standards. Following the Future Land Use Designations, policies are provided for overall evaluation of development proposals and other land use and design improvements.



Future Land Use Plan

Source: Kimley-Horn, 2021





McLendon-Chisholm is a predominantly residential community where individuals and families come together to prosper and to enjoy a slower, more rural, and traditional Texas lifestyle. The residents prefer the look and feel of a community that embraces open spaces, with large country estates with varied size, type, views, and orientation of homes. Non-residential, including commercial, should be distinctively rural Texas architecture, pedestrian-oriented, and have trails that connect to adjacent properties and neighborhoods. Low intensity building heights with mass and scale respectful to existing surrounding development and properties. The Future Land Use Plan incorporates six types of development: Agriculture, Existing Neighborhoods, Heritage Center, SH 205 Corridor, Neighborhood Mixed-Use and Master Planned Community.

Important note regarding residential densities and lot sizes:

The Future Land Use Designations have a variety of residential intensity standards that are different from each other intentionally. There are four main categories:

- (1) Minimum lot size of one acre, exclusive of floodplains and rights-of-way (Master Planned Community),

Intended to be the majority of new development in McLendon-Chisholm in predominantly residential areas.

- (2) Maximum density of one dwelling unit per acre, exclusive of floodplains and rights-of-way (SH 205 Corridor, Neighborhood Mixed-Use, and Heritage Center),

Designed for areas of low intensity commercial or mixed-use development to provide very limited residential uses in a commercial-type context.

- (3) Maximum density of one dwelling unit per five acres, exclusive of floodplains and rights-of-way (Agriculture), and

Intended to allow for innovative and traditional revenue streams on a farm but not intended to be a housing development or neighborhood.

- (4) Consistent lot size and development pattern within an existing neighborhood (Existing Neighborhood) with overall development not to exceed a maximum density of one dwelling unit per acre, exclusive of floodplains and rights-of-way, except in the case of replacement of a home for a different home or reconstruction on a previously existing homesite in a development with higher existing density.

New homes or lots must be generally consistent in lot size, height, and setbacks to maintain the neighborhood's character.



McLendon-Chisholm is known for its large lot developments, and the community is united in maintaining this image. The City encourages future and existing residential developments designed to preserve open spaces while reinforcing the feeling of a rural community. The residents require residential development that essentially equates to a maximum of one dwelling unit per acre of developable land. As defined in the six Future Land Use Designations, developable land area excludes land that is in the regulatory floodplain and land within rights-of-way.

Agriculture

This Future Land Use Designation is predominantly farm land or agriculture-related uses that preserve McLendon-Chisholm's rural/country feel and heritage.

Anticipated Land Uses:

- Detached single family residential dwellings associated with the farm or use and meant for operation owner-type occupants only;
- Parks, trails, crops, livestock areas, open/green space, and/or ponds or creeks;
- Accessory commercial uses associated with farming, agriculture, or agritourism, such as farm-to-table restaurants, farm-related event space or shops, produce stands, horse riding, or bed-and-breakfasts; and/or
- Agriculture and farm-related uses, including raising cattle, horses, sheep, donkeys, chickens, goats, etc., along with the shelters or barns to house them, as well as crop fields and the necessary barns for storing agriculture-related equipment and supplies.

Desired Development Characteristics:

- Maximum density of one dwelling unit per five acres for residential uses, exclusive of floodplain and rights-of-way.
- Future construction or activity should be rural in nature and related directly to the farm or agriculture primary use.
- Barns and other accessory structures are expected and should be compatible and high-quality architecture designed to contribute to the McLendon-Chisholm brand.
- Texas native landscaping, rural appeal, and green spaces with trees and attractive amenities.
- One story typical, maximum two stories.

Existing Neighborhoods

This Future Land Use Designation is predominantly comprised of low-density, single family, detached, residential dwellings in established residential neighborhoods, serviced by one or more shared roads for each neighborhood.

Anticipated Land Uses:

- Detached single family residential dwellings;
- Parks, trails, open/green space, and shared ponds or creeks; and/or



- Neighborhood-oriented, low-intensity commercial in specific instances when compatible with adjacent residential uses.

Desired Development Characteristics:

- Reflects residential density and lot size for existing land use within each neighborhood with overall development not to exceed a maximum density of one dwelling unit per acre, exclusive of floodplains and rights-of-way, except in the case of replacement of a home for a different home or reconstruction on a previously existing homesite in a development with higher existing density. Drainage areas and waterways should be within HOA-maintained common areas and not included on individual lots where applicable. Future construction or activity should be consistent with what is existing in the neighborhood as it relates to lot size, height, setbacks, and character.
- Accessory structures are anticipated but should respect the existing look and feel of the neighborhood and be in the rear of existing structures if installed.
- New low intensity home occupation uses, in residential structures, may be acceptable if allowed in the governing zoning district, when compatible with adjacent residential uses in noise, activity, smell, and traffic and when not associated with storage of business-related vehicles or outside storage of business-related items.
- Where Existing Neighborhoods are located near future commercial or mixed-use areas, sensitive transitions between the uses should be provided to preserve and protect the character of the Existing Neighborhood, but sidewalk and trail connections should be constructed where possible/relevant to contribute to walkability and bikeability.
- Texas native landscaping, rural appeal, and green spaces with trees and attractive amenities.
- Maximum two stories for non-residential uses, regardless of existing structures or uses.

Heritage Center

This Future Land Use Designation is located on land with the new City Hall and Fire Station, in addition to private and School District-owned land and is intended to be a node of development that showcases the City's *Rural Heritage, Green Spaces, and Natural Areas* in a *Country Living Activity Center*.

Anticipated Land Uses:

- Institutional uses associated with the City, County, and/or School District;
- Mixed-use development (combinations of residential, office, restaurant/retail, entertainment, and arts/culture) with a rural/country feel;
- Uses relating to McLendon-Chisholm's heritage and/or history or arts and culture; and/or
- Parks, trails, open/green space, and ponds or creeks.

Desired Development Characteristics:

- Maximum density of one dwelling unit per acre for residential uses, exclusive of floodplains and rights-of-way. Drainage areas and waterways should be within HOA-maintained common areas and not included on individual lots where applicable.



- Conservation development that groups buildings/structures and provides beautiful green/natural areas which showcase McLendon-Chisholm's *Country Feel*.
- Development that *Diversifies the Tax Base* and provides areas for people to enjoy *Grassroots Community Events* or entertainment.
- Extensive, shaded, lighted, and landscaped trail system to connect the Country Living Activity Center.
- One story typical with two stories maximum.

SH 205 Corridor

This Future Land Use Designation is the heart of McLendon-Chisholm's commercial development opportunities, intended to preserve the rural/country feel, provide residents with local retail, employment, recreation, and entertainment, and capture valuable sales tax dollars along the regional corridor of State Highway 205, which connects Highway 30, Highway 80, future Rockwall County Outer Loop, and other corridors through McLendon-Chisholm.

Anticipated Land Uses:

- Mixed-use development (combinations of residential, office, restaurant/retail, entertainment, and arts/culture) with a rural/country feel;
- Sales tax-generating uses (ex. restaurant, retail, etc.);
- Boutique tourism/destination uses (ex. bed and breakfasts, travel-related, farm experiences, etc.);
- Entertainment uses that provide fun and relaxing experiences; and/or
- Parks, trails, open/green space, and ponds or creeks.

Desired Development Characteristics:

- Maximum density of one dwelling unit per acre for residential uses, exclusive of floodplains and rights-of-way. Drainage areas and waterways should be within HOA-maintained common areas and not included on individual lots where applicable.
- One story typical with two stories maximum.
- Large building footprint buildings should be prohibited to protect the quaint and rural feel of the city.
- Main Street-type development that provides pleasant walkability with a *Brand & Identity* consistent with McLendon-Chisholm.
- Peaceful and quiet design that *portrays a retreat from urban life* through various elements, such as water features, calm colors, sophisticated architecture, and luxurious "off spots" for informal sitting and/or dining.
- Development that *Diversifies the Tax Base* and provides areas for people to enjoy *Grassroots Community Events* or entertainment.
- Extensive, shaded, lighted, and landscaped trail system to connect destinations and neighborhoods.
- Design should portray a country feel design and, when appropriate, transitions are made to surrounding properties.
- Residential protections that create a buffer between incompatible uses and any associated nuisances through the utilization of walls, landscaping, setbacks, etc.



- Existing residential structures can remain indefinitely as long as they are not vacated for longer than six months or building code-type issues necessitate demolition or like action. Existing residential properties can rebuild their homes and other continuation of their residential use when present with associated communication to the City.

Neighborhood Mixed-Use

This Future Land Use Designation is intended to serve McLendon-Chisholm residents with low-intensity, neighborhood-oriented mixed uses.

Plan Highlight:

- The SH 205 Corridor and Neighborhood Mixed-Use future land use designations are similar in that they are intended to be commercial in nature, but a major difference is that Neighborhood Mixed-Use is lower intensity and is intended to be mainly resident-serving, whereas the SH 205 Corridor can have more entertainment-focused development and is intended to capture regional sales tax dollars, in addition to serving residents. The design and branding of the two designations can also differ as SH 205 can have gateway monumentation, more commercial activity in evening hours, and be more destination-focused.

Anticipated Land Uses:

- Mixed-use development (combinations of residential, office, restaurant/retail, entertainment, and arts/culture) with a rural/country feel;
- Sales tax-generating uses that serve McLendon-Chisholm residents (ex. restaurant, retail, etc.);
- Low intensity commercial development consistent with the current neighborhood character; and/or
- Parks, trails, open/green space, and ponds or creeks.

Desired Development Characteristics:

- Maximum density of one dwelling unit per acre for residential uses, exclusive of floodplains and rights-of-way. Drainage areas and waterways should be within HOA-maintained common areas and not included on individual lots where applicable.
- Uses should be low intensity and neighborhood-scale.
- Main Street-type development that provides pleasant walkability with a *Brand & Identity* consistent with McLendon-Chisholm. Peaceful and quiet design that portrays a retreat from urban life through various elements, such as water features, calm colors, sophisticated architecture, and luxurious "off spots" for informal sitting and/or dining.
- Compatible development that *Diversifies the Tax Base* and provides areas for people to enjoy *Grassroots Community Events* or entertainment where the noise or activity can be appropriately distanced and/or mitigated from residential uses.
- Extensive, shaded, lighted, and landscaped trail system to connect destinations and neighborhoods.
- One story typical with two stories maximum. Design should portray a country feel design and, when appropriate, transitions are made to surrounding properties.



Master Planned Community

This Future Land Use Designation is for areas anticipated to develop as planned developments or master planned communities of varying sizes, types, and uses.

Anticipated Land Uses:

- Conservation development with primarily single family residential uses with one or more neighborhood centers for gathering space, parks, and/or low-intensity commercial uses;
- Some limited areas of mixed-use development (combinations of residential, office, restaurant/retail, entertainment, and/or arts/culture) with a rural/country feel; and/or
- Farming or agrihood-type uses.

Desired Development Characteristics:

- Minimum lot size of one acre for residential uses, exclusive of floodplains and rights-of-way. Drainage areas and waterways should be within HOA-maintained common areas and not included on individual lots where applicable.
- Minimum 150-foot lot width for residential uses;
- Preserved open space integrated into the neighborhood, including use of floodplains and existing greenbelts to create attractive common areas that showcase a rural feel;
- Where commercial uses are included, at least 90 percent of gross land area per development should be residential and/or green space/floodplain/park;
- Peaceful and quiet design that portrays a retreat from urban life through various elements, such as water features, calm colors, sophisticated architecture, and luxurious "off spots" for informal sitting and dining;
- Development that *Diversifies the Tax Base* and provides areas for people to enjoy *Grassroots Community Events* or entertainment where the noise or activity can be appropriately distanced from residential uses;
- Shaded, lighted, and landscaped trail system to connect destinations and neighborhoods.
- One story typical with two stories maximum.

IMPORTANT NOTE: Many of the areas on the Future Land Use Plan that are designated Master Planned Community are partially or completely in the ETJ. See discussion regarding these ETJ properties on pages 11-12.

Floodplain

The Floodplain Future Land Use Designation protects green areas and environmentally sensitive areas near creeks, lakes, ponds, and waterways designated as Federal Emergency Management Agency ("FEMA") Floodplain.

Anticipated Land Uses:

- Undeveloped or restored land for open/green space;



- Passive recreational uses;
- Agriculture;
- Parks, trails, open/green space, and ponds or creeks; and/or
- Multi-functional drainage features that provide green infrastructure, stormwater management/filtration, creature habitat, and/or recreation purposes.

Desired Development Characteristics:

- No new vertical structures permitted without an associated building permit in compliance with floodplain standards. New construction in the floodplain is strongly discouraged unless structure is open-air without impervious surface on the foundation. Passive park and recreation amenities are acceptable.
- Peaceful and quiet design that portrays a retreat from urban life through various elements, such as water features, country feel, enjoyable recreation, and luxurious “off spots” for informal sitting and/or nature experiences.
- Land Use and Design Actions:
 - Rezone areas of the city with standards to be developed and detailed to be consistent with the Future Land Use Plan and Vision Framework.
 - Approach property owners within the ETJ to request them to annex or to sign non-annexation agreements to protect additional areas from higher density development.
 - *Cross reference:* Establish a set of tools, in consultation with the City Attorney, that the City can utilize in negotiations with developments partially or completely within the ETJ.

Overall Land Use and Design Policies

Provided below are standards to be utilized in the review of development proposals and improvements within the city, in addition to those provided within each Future Land Use Designation above and other components of the Plan contained herein. The City, the community, and developers should consider the entire Comprehensive Plan as a vision and utilize the policies below to further guide decisions for McLendon-Chisholm’s future:

- A. Proposed developments should generally conform to the Comprehensive Plan.
- B. Lots larger than one acre are highly encouraged with new development.
- C. Positively contribute to the City’s character and vision through design and land use.
- D. Incorporate existing natural systems, such as mature trees and green infrastructure, into design elements. Ensure new development preserves and enhances all floodplain, creeks, and high-quality tree stands/wooded areas.
- E. Provide elements and design that can positively contribute to the rural and country feel.
- F. Provide multimodal connections, such as trails and sidewalks throughout the development and to any adjacent properties. Ensure new development provides a continuous pedestrian and biking system, extensive landscaping consistent with native Texas foliage, and access between properties.
- G. Promote tree preservation and landscaping to positively contribute to McLendon-Chisholm’s green spaces.



- H. Provide high quality and unique development, including amenities, that promotes the uniqueness of the City.
- I. Encourage low intensity retail, restaurant, entertainment, and office uses along SH 205 and FM 550, in addition to modest and quaint pockets in master planned communities, as outlined in each associated Future Land Use Designation or the particular property or properties.
- J. Ensure new development is compatible with existing and adjacent land uses in terms of height, noise, traffic, and screening.
- K. Preserve agricultural or heritage-related resources whenever and wherever possible. Partner with developers and property owners to encourage highlighting these resources for the community. Create and maintain a vibrant community that retains and improves property values, enhances the quality of life for the citizens, and retains the rural visual feel.
- L. Providing and maintaining green zones and buffers to protect established residential areas.

When a request for development is inconsistent with the Future Land Use Plan (FLUP), a request to the City must first be made to amend the FLUP with an associated public hearing at the Planning and Zoning Commission with a recommendation to approve or deny and then an associated public hearing by the City Council to approve or deny the request. The amendment must wait for the annual Comprehensive Plan review described below, to be incorporated in an associated community forum for public review. Then, if the FLUP is amended, the application may be submitted for development consideration.

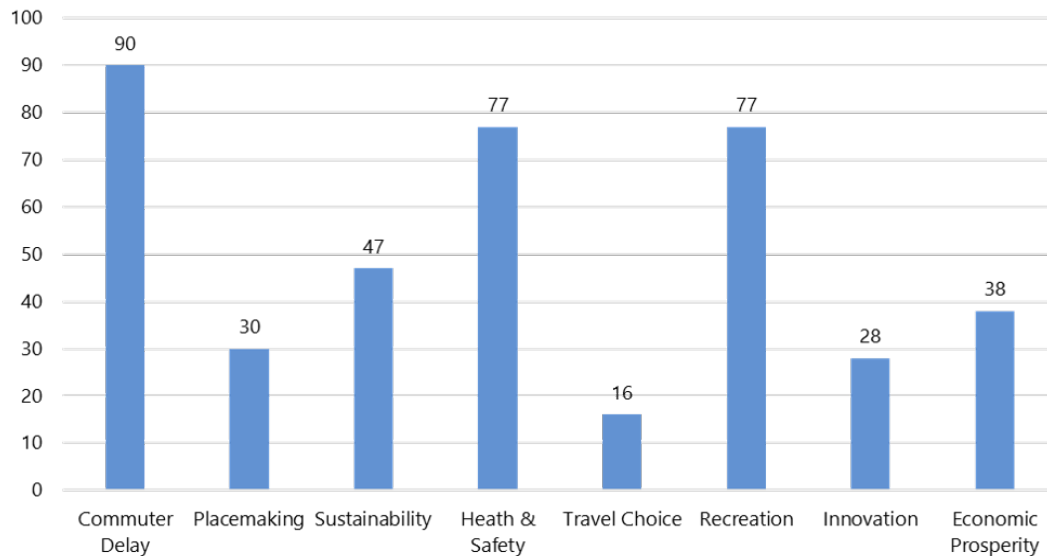
Further, if a request to change zoning is inconsistent with the Comprehensive Plan, the applicant should request a Comprehensive Plan amendment. If the Comprehensive Plan is amended by the City Council, then the applicant should request a change in zoning that is consistent with the amended Comprehensive Plan. Future updates to the Comprehensive Plan will ensure the City's vision remains focused on the will of the residents and those updates should include feedback from the community, City staff, members of City commissions and committees, and governmental associations, including County working groups and other entities. The Comprehensive Plan will be reviewed annually, but not later than August of each calendar year, by the Planning and Zoning Commission, and the findings will be forwarded to City Council for recommendations of changes. Should any changes be proposed by a property owner, developer, or the City, a community forum or town hall meeting will be held to discuss the changes and understand any community feedback.



Chapter 4: Mobility & Connectivity

Feedback Summary

Reduction of commuter delay is the top mobility priority for many residents in McLendon-Chisholm. The Community Survey identified infrastructure (including drainage, roads, and traffic) as the number one weakness and threat in the community, with comments throughout the planning process regarding congestion and safety issues on State Highway 205 during daily trips to essential services and work. The same concerns about the mobility network were communicated by Survey respondents as an opportunity for improvement with many requesting that the local road network be built out to handle any future traffic that might be generated with a growing population. When asked to prioritize City spending on mobility topics at the in-person Community Forum, attendees selected addressing Commuter Delay, Health & Safety, and Recreation for the top three options with all option results illustrated below:





Existing Conditions

McLendon-Chisholm is comprised of a mix of roads operated and maintained by Texas Department of Transportation (TxDOT), the City of McLendon-Chisholm and private neighborhood streets that are the responsibility of various homeowners associations (HOA's). Many of the local city and HOA roads will need to be repaired or need maintenance work within the next five years. Throughout the planning process, maintenance concerns for City and private streets were brought up multiple times, and it is clear that there is no dependable upkeep of private streets in many, if not most, of the subdivisions with this responsibility.

There are some areas where increased development may have adverse impacts on the capacity of the existing transportation system, for instance FM 1139 tends to be at or over capacity at certain times of the day but has minimal traffic at other times of the day. State Highway 205 is the high-volume corridor between Terrell and Forney and Heath and Rockwall and is in serious need of increased capacity.

Rockwall County Outer Loop is a seven-mile segment of the regional Outer Loop project being completed by North Texas counties. It will be a six-lane, divided, controlled-access highway with continuous frontage roads, and allowance for additional lanes in the future from FM 1138 in Collin County to SH 276. The project alignment generally runs north-south, just outside the eastern side of McLendon-Chisholm's ETJ. FM 550 is anticipated to be the main east-west connection between McLendon-Chisholm and future Rockwall County Outer Loop to the east.

SH 205 is a highway that connects IH 30 to the north and US 80 to the south through McLendon-Chisholm. It is currently constructed as a two-lane rural section roadway with no median or shoulder. The thoroughfare is approaching 60 percent completion on design by the Texas Department of Transportation (TxDOT) as of 2021, with plans for an urban curbed designed six-lane highway with a median through McLendon-Chisholm. TxDOT has plans to widen SH 205 from US 80 in Terrell to the junction of SH 205 at John King Boulevard (South Goliad Streets), which will pass through the cities of Rockwall, McLendon-Chisholm and Terrell. It is possible that TxDOT will stripe the facility as a four-lane highway with wide shoulders and then restripe it as a six-lane facility when demand requires it, but it is unclear from conversations with TxDOT when the demand would reach that point and if it already has. The project also includes rebuilding and replacing all existing traffic lights. A new traffic light is being discussed for the entrance of Sonoma Verde (SH 205 at Via Toscana Lane), and there will be 10-foot wide sidepaths on both sides of the roadway.

TxDOT's SH 205 expansion project presents a significant opportunity for the City of McLendon-Chisholm if immediate action is taken to influence the design of the ultimate roadway. All TxDOT improvement projects must dedicate one percent of the total project budget to aesthetic improvements as requested by cities within the project boundary. The City should continue to coordinate with TxDOT in order to come to an agreement about potentially constructing aesthetic improvements, specifically at the intersection of SH 205 and FM 550, within the median, and along the sidepaths. Constructing a unique and pedestrian-oriented crosswalk at the intersection of SH 205 and FM 550 would further attract unique development and could serve as a branding opportunity for McLendon-Chisholm. Funding has not yet been allocated to construct the project, but construction is expected to begin by 2025 or possibly earlier if funding is obtained.



Vision

The Thoroughfare Plan is a blueprint that establishes a set of terminology, standards, and general principles that guide decision-making for roadway planning, funding, construction/reconstruction, operation, and maintenance of the roadway system in the City and Extra-territorial Jurisdiction ("ETJ"). As a long-range planning tool, it is intended to identify the envisioned major roadways for the next 20 years and establish a desirable thoroughfare system for undeveloped areas and redevelopment areas, based on anticipated development patterns and existing needs, with the goals of health, safety, and reduction of commuter delay.

Over the long term, the Master Thoroughfare Plan (MTP) minimizes the cost of building roads and their impact on adjacent properties since they are thoughtfully designed and planned instead of reactionary as development comes in. Land use decisions and the transportation system are directly linked to one another. Failure to consider the current and future transportation requirements as the city develops would be a critical mistake, from which the City might never be able to fix. Administratively, the MTP serves a number of functions and purposes as described below.

Functions:

- Identifies general alignment of thoroughfares. Alignments are subject to change when the roadway goes under design.
- Specifies right-of-way requirements and protects right-of-way through the zoning, platting, and building permit processes.
- Identifies the relative importance of thoroughfares and their role in providing mobility.
- Establishes a philosophy for the development of the thoroughfare system on a citywide basis and for particular areas with special concerns.

Purposes:

- To facilitate communication between City Staff, elected and appointed officials, land developers, property owners, the community, and others who may have an interest in the City's transportation system.
- To facilitate effective design, operation, and maintenance of the primary road system which includes the entire roadway system in the City, including local streets.
- To assist community members and stakeholders in making decisions about the location of their homes or businesses and the future uses of property.
- To incrementally remove sharp turns in existing roadways where possible.
- To add connections around natural features, existing homes, and along parcel/tract lines where possible to reduce commuter delay.
- To upgrade roads where right-of-way and/or pavement exists and function necessitates improvements.
- To provide more walking and biking opportunities through infrastructure improvements.
- To partner with surrounding communities, Rockwall County, Kaufman County, and the North Central Texas Council of Governments to develop and implement transportation systems that positively affect the City of McLendon-Chisholm and others.
- To provide transportation solutions that contribute to the overall health, safety, and welfare of people who live, visit, or travel to/through McLendon-Chisholm.



Functional Classifications

Functional Classifications are groupings of roadway types according to the character of service they are intended to provide. Since most travel involves movement through a network of roads, it is necessary to determine how travel can be channeled within the network in a logical and efficient manner. Functional classification identifies the role that any particular road will play in serving the flow of trips through a street network.

There are three distinct elements of every trip on the street network: main movement, distribution/collection, and access. These elements translate directly into the Functional Classifications used in this Plan and are summarized as follows:

1. Arterial streets provide the links between areas of the city. They typically define neighborhoods and serve the main function of movement from one part of the city to another.
2. Collector streets provide the links between the local streets and arterials. They serve the function of collecting or distributing traffic between the arterials and local streets.
3. Local streets are usually contained within a neighborhood and provide access to adjacent property which is the origin or destination of every trip. The local streets serve the function of internal circulation for all types of development.

Related to the idea of functional classification is the dual role that the roadway plays in providing access to property and travel mobility. The primary function of local streets is to provide access to adjacent property, while arterial streets emphasize a high level of mobility for through traffic movement. Regulation of access is necessary on arterials to enhance their primary function of mobility. Collector streets provide a balance between access to adjacent properties and traffic mobility.

The arterial street system is divided into two sub-classifications, "principal" arterials and "minor" arterials. Arterials represent those thoroughfares that are used by the traveling public to travel between neighborhoods and communities within the City. Ideally, arterial thoroughfares define neighborhood boundaries and do not cross into neighborhoods. The spacing of arterials is closely related to the location, function, and connections they are intended to serve.

Principal Arterials

Principal arterial streets are the backbone of the City's street system, in this case FM 550 and FM 548. Although SH 205 is functioning as the city's most major Principal Arterial currently, it is slated to become a highway within the plan horizon and is therefore designated as such on the Master Thoroughfare Plan (MTP). They serve the major centers of "to and through" and traffic coming to and from adjacent cities via McLendon-Chisholm residents, visitors, or commuters who may not even stop in McLendon-Chisholm. Principal Arterials accommodate the longest trips and carry a high proportion of total area travel on a small percentage of total system mileage.



The network formed by Principal Arterials is fully interconnected and provides links to the freeway system (existing and future) and to areas outside the city. Geometric design and traffic control measures are used to enhance the movement of through traffic on these roadways, while access to abutting property may be restricted, or managed, to protect the traffic carrying capacity of the roadway. Access to abutting land is subordinate to the provision of travel service for major traffic movements. Access should be controlled and driveways should be minimized along these arterials to reduce commuter delay and provide trip efficiency.

Minor Arterials

Minor arterial streets interconnect with and augment the Principal Arterial network. If Principal Arterials are the backbone of the system, Minor Arterials are the limbs. They serve traffic within smaller geographic areas of influence, accommodate trip lengths of moderate length, and offer greater opportunities for emphasis on land access more than the Principal Arterials. These roadways carry significant through traffic volumes and are needed to provide route and spacing continuity for the arterial system. Minor Arterials are the most significant opportunities to reduce commuter delay, per the community's stated priorities, within the system, outside the expansion and improvement of SH 205 by TxDOT.

Major Collectors

Major Collectors provide both land access service and traffic circulation around and between residential neighborhoods and commercial areas and can also provide main "to and through" in large developments or subdivisions. They differ from the Arterial system in that Collectors distribute trips from the arterials to the local street system and vice versa. Conversely, Collectors also take traffic from local streets in neighborhoods and channel it into the Arterial system. Collectors should accommodate short trip lengths, and do not typically extend across Arterial thoroughfares, except in certain circumstances, or carry a high percentage of through trips. These roadways can serve as a "relief valve" when the Arterial system is congested.

Local Streets

While local streets are not a part of the MTP, they do provide the single most important part of the transportation system: they provide access to and from neighborhoods and other developments to connect with the Collector and Arterial system. Local streets within the city can be developed with curb and gutter or with shoulders and/or bar ditches depending upon the character of the development.



The MTP includes six specific Functional Classifications:

Functional Classifications	Right-of-Way Requirement
Highway, 6-Lane Divided Thoroughfare	150' to 200'
Principal Arterial, 4-Lane Divided Thoroughfare	100' to 150'
Minor Arterial, 4-Lane Divided Thoroughfare	100' to 120'
Minor Arterial, 4-Lane Undivided Thoroughfare	100' to 120'
Major Collector, 2-Lane Undivided Thoroughfare	60' to 80'

The Master Thoroughfare Plan provided on the next page shows solid and dashed lines. Solid lines indicate either an ultimate condition of the roadway (ex. a Minor Arterial is constructed as a Minor Arterial with appropriate design) or an interim condition of the roadway but existing pavement (ex. an unstriped and narrow asphalt road but not constructed in its ultimate design or capacity). Dashed lines indicate proposed roads where no pavement exists.



Actions and Policies

- General Policies for the Master Thoroughfare Plan
 - Whenever a property is being platted or a request is made for a change in zoning, rights-of-way should be requested and required by associated regulations for those roadways shown on the Master Thoroughfare Plan.
 - Master Thoroughfare Plan roadways shall be periodically evaluated for traffic congestion and capacity improvements.
 - Requests for commercial platting should always include fire lanes and mutual access easements to reduce the number of driveways connected to roadways identified on the Master Thoroughfare Plan.
- SH 205-Related
 - Represent to the Rockwall County Road Consortium McLendon-Chisholm design considerations for ensuring State Highway 205 expansion supports the City's vision, goals, and objectives.
 - Coordinate, schedule, and hold a Town Hall Meeting to discuss specific State Highway 205 design features under consideration with the schematic design process.
 - With the assistance of a consultant, prepare a list of design and technical modification requests for TxDOT's expansion of State Highway 205 to reflect the look, feel, and brand consistent with the community's Vision of McLendon-Chisholm.
- Reduce Commuter Delay
 - Revise the Subdivision Ordinance to reduce maximum block length from 1,600 feet to 1,000 feet to promote additional connections and more walkability.
 - Review previously prepared cross sections for relevance and technical applicability in an associated Subdivision Ordinance update. Until that is completed, the cross sections in the 2016 Comprehensive Plan apply.
 - Revise the Subdivision Ordinance to require associated cross section design for the Functional Classifications included in the Master Thoroughfare Plan. (Cross sections will not be included in the Comprehensive Plan moving forward.)
 - With the assistance of a planning and engineering consultant, create a five-year Capital Improvements Plan (CIP) and prioritization matrix that includes any infrastructure, facilities, and large equipment.
 - Establish a Roadway Maintenance Strategy with funding allocated for the entire lifespan of anticipated construction, maintenance, expansion, and replacement of all new City roads as they are constructed, and update the project list every five years, to coincide with the update of the future CIP, to account for inflation, labor, or supply chain cost increases.
 - Prepare a Roadway Impact Fee Study to adopt an associated Roadway Impact Fee.
 - Create a Roadway Ownership and Maintenance layer in GIS to assist with contact information and the Road Planning and Maintenance Working Group and City Capital Improvements Planning.



- Health and Safety
 - Coordinate with developers, homeowner associations, and neighborhood associations to eliminate any overgrown landscaping or neighborhood treatment elements from the sight triangle along all major roadways.
 - Revise the Subdivision Ordinance to require a licensed structural and geotechnical engineer review and seal/approve all proposed bridges and culverts for adherence to the most recent Manual for Assessing Safety Hardware (MASH) Standards prior to and after construction.
 - Create a citywide policy to actively reduce the number of 90 degree turns or sharp bends on existing roads that are classified as minor arterials or higher. The policy should also prohibit the construction of sharp turns on new MTP streets.
 - Create a volunteer "Road Planning and Maintenance Working Group" as part of the Roadway Maintenance Strategy to collaborate and assist individual HOA's with guidance for road design and maintenance standards to promote safe community standards across the city.
- Recreation
 - Revise the Zoning Ordinance and Subdivision Ordinance to require sidewalks on both sides of the street with new development and redevelopment, and a minimum 10-foot wide sidepath with adequate shading and tree foliage on the sides of any system roadway on the Master Thoroughfare Plan.
- Branding
 - Design locations and features to brand the two City gateways on State Highway 205 at its north and south ends, in conjunction with applicable Manual for Assessing Safety Hardware (MASH) Standards.
 - Construct two City gateways on State Highway 205 at the city's north and south limits.

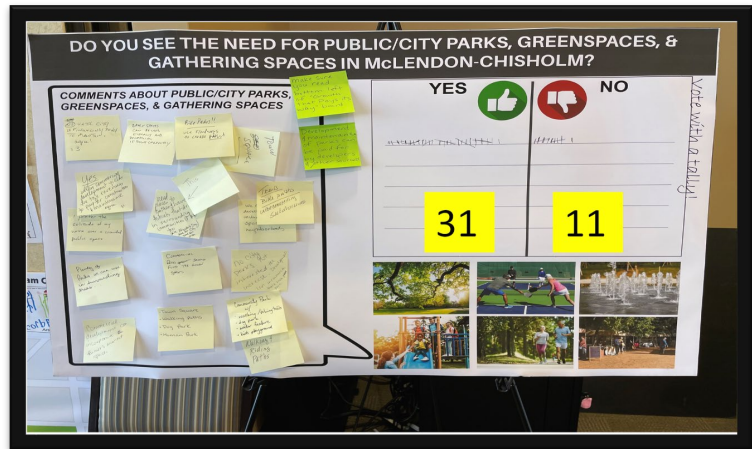


Chapter 5: Public Utilities & Services

Feedback Summary

The planning process brought forward themes of fiscal conservatism and limited government, but there were also themes throughout the planning process via multiple feedback methods noting the need for the City to own and maintain its own sanitary sewer and water. Internet speeds and water pressure were noted in the Community Forum as being less than preferred as well. Levels of satisfaction with infrastructure in McLendon-Chisholm are generally low across all categories including Parks and Recreation, Street Maintenance, Traffic, Drainage and Flooding, and Trails.

While nearly 74 percent of people at the Community Forum saw a need for “public City parks, greenspaces, and gathering spaces,” not all members of the community view it as essential City spending and prefer to put the financial burden on developers to create public gathering spaces for all to enjoy in the future or mention that the large lots of residents should provide ample opportunity for residents to provide their own amenities on their property.



Existing Conditions

Utilities

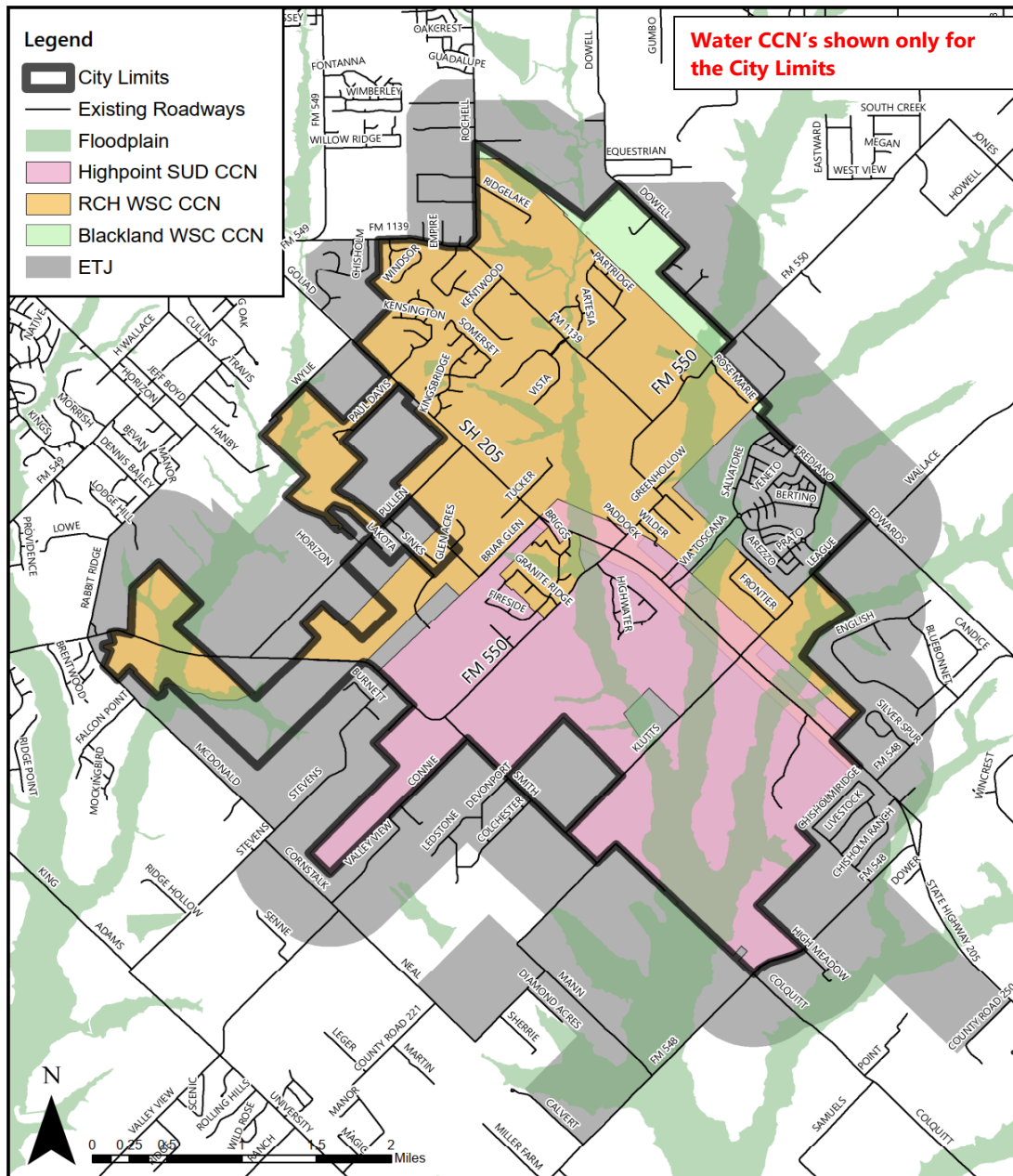
Water

Existing infrastructure information available for water is limited in McLendon-Chisholm. Water services are not owned or maintained by the City, and service is provided to residents through RCH Water Supply Company, High Point Special Utility District (SUD), or Blackland Water Supply Company, depending on where the property is, and which Certificate of Convenience and Necessity (CCN) applies (see map of CCN's on the following page). Where water supply services are not available, the alternative is to source well water, which is not practical for large water users long term. Water demand is generally high during the summer months due to irrigation of open space and manicured lawns for large lot development in McLendon-Chisholm.



Water Certificates of Convenience and Necessity

Source: Public Utility Commission of Texas, 2021





Sanitary Sewer

Sanitary sewer service is available and installed in the Sonoma Verde subdivision through negotiated capacity on the Buffalo Creek Interceptor Line and there is a sewer line in the retail area, but the rest of the city is served by on-site septic systems—there are no Certificates of Convenience and Necessity (CCN) for wastewater within the McLendon-Chisholm ultimate municipal boundary (i.e. within the limits of the ETJ). On-site septic permits through the County require a minimum of one acre of land.

Storm Sewer

Stormwater infrastructure is designed to move stormwater runoff (i.e. rain water) away from residential and paved areas to detention or retention ponds, lakes, creeks, or rivers. Stormwater infrastructure can include curbs, gutters, drains, pipes, or collection systems. Data for existing infrastructure in McLendon-Chisholm is limited, but there is no documented stormwater infrastructure outside of visible bar ditches in the city.

Internet

Internet is considered a key part of infrastructure, especially in the adapting virtual environment. Residents and stakeholders noted throughout the planning process the need to improve broadband and internet services and provider options in McLendon-Chisholm.

Services

Police

The City does not have a police department, and police services are currently provided at no direct charge to the City or the residents from the Rockwall County Sheriff's Department. Response times can be long and have been noted as a potential challenge to overcome in the future. There are also questions of long term viability of County police services without contract or payment and associated responsibilities of the County vs. the City. The City does not have routine police patrols or traffic control.

Fire & EMS

Fire and Emergency Medical Services (EMS) are provided to the City of McLendon-Chisholm residents and properties within the ETJ through partnership with the Rockwall County Sheriff's Department, Rockwall County Emergency Medical Services, and the McLendon-Chisholm Fire Rescue. The City Fire Department currently operates as a combination career/volunteer department. A Chief plus six firefighter positions are full-time. Full-time staff is supplemented with part-time and a couple of volunteer staff to meet required standards. Response times and service delivery can be impacted at times by staffing, equipment, facilities, road deterioration, connectivity within the city limits and fire district, and limited funding for serving the unincorporated areas of the fire district. The Fire Station upgrade and service improvement in progress in 2021 has been well received.



Parks & Recreation (including Library Services)

The City does not currently have a parks and recreation department to construct or maintain parks or establish recreational programming. McLendon-Chisholm also does not have a public library, but there is a Rockwall County Library. There are some trails and sidewalks throughout the community, but more trails are of interest, in addition to parks, recreation, and gathering spaces.

Code Enforcement

Code enforcement helps maintain aesthetics and maintenance of neighborhoods and properties, as well as contributes to safety and sanitation/cleanliness. The Homeowners Associations (HOA's) provide oversight in various areas of aesthetics and property maintenance, and the City also has a Code Enforcement Officer on Staff.

Analysis

The City does not have centralized sewer and it does not own/operate its own water supply and service. Purchasing the Certificate of Convenience and Necessity and providing the associated infrastructure assets to own the water supply and service would cost significant money and would necessitate capital construction and growth in City Staff numbers to manage the various components of the system, billing, construction, and maintenance. Similar constraints are present relating to providing centralized sewer in terms of cost, construction, growth in City Staff numbers, etc. Aside from the cost, it is becoming increasingly apparent that the City owning and maintaining its water could be on the horizon to maintain safe and adequate service to residents and businesses.

In terms of Police, Fire, and EMS, there is further study and evaluation required to determine existing levels of service, desired levels of service, County responsibilities, and options to implement what the community identifies as necessary for its safety and financial viability. Future actions can tackle a detailed analysis of what is currently being provided and the County's long-term statutory responsibility for law enforcement services (or potential lack thereof) will lay the foundation for the future actions. Next will come the identification of what the community feels is necessary from a services standpoint and associated funding, staffing, and/or contracting options are available to achieve that desired level of service, which will be a multi-faceted analysis to include the City's services currently being provided outside the city limits.

McLendon-Chisholm has rolling hillsides to large open expanses of farm and ranch land to residential subdivisions designed to provide the residents with recreational opportunities. Most developed recreational facilities in the City are privately owned and operated by property/homeowners associations or private property owners.



At least four major floodways cross the city essentially from the northeast draining to the southwest ultimately ending up in Lake Ray Hubbard. These floodways and floodplains make up about 2.78 square miles of the 12.41 square miles of the City or 22 percent of the land surface in the City. These floodways and floodplains provide an opportunity to incorporate these mostly undevelopable areas into an open space environment and/or recreational assets that can positively contribute to quality of life and priorities within the Vision Framework. Floodplain areas should be preserved as open space and natural habitat moving forward but can continue to be held in private ownership.

City parks and recreation is considered desirable by many in McLendon-Chisholm, and several stakeholders, survey respondents, and Community Forum participants expressed a desire for community gathering spaces that cater to the friendly, hometown spirit present in McLendon-Chisholm. Parkland Dedication and Development Fees can offset costs and ensure growth pays for itself, and the associated study required can make McLendon-Chisholm eligible for Texas Parks and Wildlife Department (TPWD) Grant funding. Unless or until appropriate funding mechanisms for the continued construction, operation, and maintenance of parks and trails is allocated or secured, the City will continue to rely on property owners and developers to provide recreational opportunities for the community.

Vision

As of 2021, the City is exploring options and logistics to fully understand what taking and having control of water and sewer would mean (monetarily and operationally). If a city controls their own water and sewer systems, they are better able to control the placement and incentives of future development. They also will be able to charge fees and permitting rights for water, which would help build revenue for the city. Because the City does not control its water or sewer infrastructure or services, McLendon-Chisholm also cannot prohibit or influence the creation of new CCNs or special districts forming within the ETJ. Therefore, although McLendon-Chisholm has not completed analysis on what it would take to purchase water or sewer systems supply/control/maintenance, the implications to future development could be significant if the ownership/supply is adjusted.

An objective of the City has been to minimize the cost of government while ensuring that necessary and desired services are provided. In that vein, increasing public facilities necessarily become a financial liability that the City views with a very keen eye toward, not only the cost of acquisition and construction, but the cost of operations, maintenance, and replacement equipment. Although construction costs and maintenance are concerns of some community members as it relates to potential parks and trails, the community voiced strong support for parks and recreation. Exploring standard fees on new development, standard amenity requirements on new development, and public-private partnerships can help ensure that recreation, enjoyment of McLendon's natural areas, and a gathering place for community events can be possibilities.

McLendon-Chisholm consistently reinforces the maintenance of a high quality of life in the city. Further, the community places a high priority on the maintenance of property values and the desire to maintain a rural atmosphere that restricts urbanization. To that end, continued Code Enforcement and significant HOA accountability for maintenance and enforcement of community standards should be in place.



Actions

- With the assistance of a planning and engineering consultant, create a five-year Capital Improvements Plan (CIP) and prioritization matrix that includes any infrastructure, facilities, and large equipment.
- Water
 - Establish bi-annual standing meetings with Highpoint SUD, Blackland WSC, and RCH WSC (separate meetings), in addition to any other utility providers serving McLendon-Chisholm, to discuss anticipated construction, extensions, upgrades, maintenance issues, and economic development priorities.
 - With the assistance of legal counsel, determine the legal authority the City has to get location data for water lines and other water assets owned and maintained by the utility districts and service corporations within the City's limits and ETJ.
 - Research the American Rescue Plan Act and apply for funding for the City. Use funds and partner with Rockwall and Kaufman Counties for water, wastewater, and broadband improvements.
- Sanitary Sewer
 - Evaluate the authority the City has over the sanitary sewer collection and treatment within the city limits and within the ETJ with an attorney.
 - Map existing sanitary sewer lines in McLendon-Chisholm.
- Storm Sewer and Drainage
 - Establish an impervious surface ordinance amendment to reduce excessive stormwater runoff and system constraints.
 - Map existing stormwater infrastructure in McLendon-Chisholm.
- Internet
 - Evaluate options for Fiber to the Premises/Home (FTTP/FTTH) and Fiber to the Cabinet (FTTC), micro trenching, and pushable fiber and determine the best option for budgetary constraints.
 - Explore options for public-private partnerships with developers, corporations, and providers to expand broadband access across the city.
- Public Safety
 - Utilize the Rockwall County Emergency Services Corporation Board to discuss needed improvements for potential partnership and unified resources to support the City's growing public safety needs.
 - Evaluate County responsibilities for provision of public safety and associated options to provide adequate response times and patrols. Determine appropriate public safety option (ex. contract with the County, City personnel, etc.) accordingly.
 - Evaluate provision of Fire and EMS services outside of the City Limits to analyze financial and service viability. Determine appropriate Fire and EMS level of service, staffing, and funding options and implications accordingly.



- Review Fire Safety ISO Ranking criteria and determine any improvements that can be made with available resources to improve the City's ISO Ranking. Repeat this action annually with the budget and future CIP process.
- Parks and Recreation
 - Complete a Parks and Recreation Study to identify existing and desired future levels of service for parks and recreation consistent with Texas Parks and Wildlife Department (TPWD) standards for grant eligibility.
 - Adopt Parkland Dedication and Parkland Development Fees, in association with a future completed Parks and Recreation Study, through a prepared fee methodology and relevant Code of Ordinances updates.
 - Revise the Subdivision Ordinance to require developers to include dedication language in the associated plat for school sites that would require public access to open spaces and athletic fields within the city limits or ETJ.
 - Revise the Subdivision Ordinance to require developers of Master Planned Communities to provide recreational facilities that include parks, open space, and other amenities to serve the communities that they develop.
- HOA Maintenance and Accountability
 - Develop a list of roadways, drainage facilities, and other infrastructure in need of HOA maintenance and rehabilitation and send letters to the HOA and associated residents of the deficiencies and responsibilities of the HOA. Residents should lead this effort through the aforementioned volunteer Road Planning and Maintenance Working Group.



Chapter 6: Implementation & Monitoring

Key Partners

A Comprehensive Plan cannot be implemented without collaboration between key partners. While there are many different individuals, groups, and organizations that contribute to McLendon-Chisholm's success, the following provides a snapshot of those key partners who play vital roles in their area of influence. A list of key partners and collaboration efforts is provided below:

- **Rockwall & Kaufman County:** Rockwall and Kaufman Counties are key partnering agencies when it comes to the Comprehensive Plan's implementation, especially when planning areas in McLendon-Chisholm's extraterritorial jurisdiction (ETJ). The city also relies on police and emergency services from Rockwall County, so continued conversations are essential in the long-term success of planning for public safety and city services.
- **TxDOT:** As SH 205, McLendon-Chisholm's main corridor, is expanded in the upcoming years, continued partnership with TxDOT must occur to negotiate future roadway amenities, such as sidepaths, trails, and driveway connections. When developing along this corridor, coordination is required for continued access and safety.
- **NCTCOG/TML:** Communication with the North Central Texas Council of Governments (NCTCOG) and the Texas Municipal League (TML) will allow the community to understand the region's vision for growth so the City can accurately plan for and respond to it accordingly.
- **Water Companies (High Point WSC, RCH WSC, and Blackland WSC):** The water CCN holders should be acknowledged as key partners in the community due to their control of McLendon-Chisholm's water and wastewater infrastructure and the potential to transition that control in the future.
- **McLendon-Chisholm Homeowner Associations (HOAs):** Partnerships with McLendon-Chisholm HOAs should be established as neighborhoods continue to build out and provide further phases to the master planned areas. HOAs play a critical role in the provision of the aesthetic and functional maintenance of the community, enforcement, and the education of new residents.

Financing

As seen through the community feedback, many members of the community believe strongly in fiscal conservatism. Financing is crucial to the implementation of the Comprehensive Plan and could pose limitations and delays if not appropriately planned out. Funding can originate from partnerships with private companies and developers, as well as traditional sources such as sales tax and property tax. Below are some specific strategies the City can use to create funding for implementation of the Comprehensive Plan:

- **Impact Fees:** Impact fees can generate revenue from new development in the city. These fees can be used to fund capital costs, such as roadways or city facilities. This is a useful tool that can help offset or reduce the amount of financial impact to the city as it relates to infrastructure improvements.
- **Public Grants and Programs:** Grant funding can be a valuable asset to McLendon-Chisholm as it seeks to encourage development projects and continued growth. Several opportunities exist to obtain



funding, such as the American Rescue Plan Act, that can assist the implementation of community-wide projects.

- **Capital Improvement Plan (CIP):** Many of the public realm initiatives will require capital financing through a bond program (for the purchase of parkland and commercial sites), certificates of obligation (for big spends), or other capital financing. McLendon-Chisholm should create a CIP to provide the opportunity to plan for future infrastructure and facility needs. The CIP should consider appropriate funding mechanisms that provide sustainable spending and are appropriately prioritized to meet the goals of the community. It is essential, from a growth management perspective, to ensure the repair, reconstruction, and expansion of infrastructure to that the community is continually positioned to meet its goals.

Action Prioritization

The Action Prioritization Matrix compiles all actions in the McLendon-Chisholm Comprehensive Plan for the City to use as a checklist over the coming years to monitor progress and implement the Vision. The specified years of priority for each timeframe are listed below, however actions can be completed sooner than the specified timeframes:

- **Short-Term:** represents an action that can be completed within 3 years
- **Mid-Term:** an action that is estimated to be completed over the next 4 to 6 years
- **Long-Term:** an action that is estimated to be completed between 7 to 19 years

Fiscal & Economic Vitality			
Category	Action	Timeframe	Conceptual Cost
Planned and Controlled Development	Develop a set of standards that are typical for developments proposed partially or completely within the ETJ, including parkland dedication and development requirements, internet fiber, walkability and connectivity, water supply/service, sewer treatment/service, and illustration of compliance with the Vision Framework.	Short-term	\$
	Create a Heritage Park using the City land around City Hall for a communal gathering space.	Long-term	\$\$\$/Private
	With each year's annual budget process, include an evaluation of the desired set of City services and improvements for the next five years as part of a long-range budget outlook. The five-year evaluation should include a Capital Improvements Program (CIP) for any large/expensive City construction or equipment. Assistance from a consulting planner and engineer may be required for associated technical components and cost estimates.	Short-term	\$
	Create an economic development policy and strategies to bring	Short-term	\$



	in at least 10 new businesses consistent with the Vision Framework by 2031 ("10 in 10").		
	Establish a set of tools, in consultation with the City Attorney, that the City can utilize in negotiations with developments partially or completely within the ETJ.	Short-term	\$
Peaceful and Quiet Retreat from Urban Life	Develop a City slogan compatible with "quiet rural living" in McLendon-Chisholm (or something similar to reflect the essence of McLendon-Chisholm) for use in City-wide brand and identity efforts.	Short-term	\$
	Revise the zoning and subdivision ordinances to promote the sustained preservation of peaceful quality of life and rural elements, such as: - Ecological diversity through green infrastructure and restoration of environmentally sensitive areas regulations; - Tree preservation and native plant list for residents to use and developers to follow; - Dark sky lighting standards consistent with pursuing the associated Dark Sky Community Designation; - Flexibility in administrative approval for emerging low-intensity agricultural industry uses, such as limited scale aquaponics, clean/light industrial, and agricultural research uses; and - Regulations consistent with pursuing Scenic City Certification.	Mid-term	\$\$
	Apply for Dark Sky Community Designation upon completion of associated ordinance updates.	Long-term	\$
	Apply for Scenic City Certification upon completion of associated ordinance updates.	Long-term	\$
Grassroots Community Events	Establish a Community Events Committee to lead planning and implementation efforts for four community-led events per year.	Mid-term	\$
	Re-establish at least one signature community event celebrating the city's rural heritage or relating to an agritourism experience (ex. pumpkin patch or Christmas on the Farm, etc.).	Mid-term	\$\$
Transparency and Community Engagement	Formalize a tradition to hold two Town Hall meetings per year to discuss community happenings and answer questions, to include streaming online.	Short-term	\$
	Upgrade the audio/visual equipment and associated software in City Hall to improve sound and video quality for streaming public meetings live and on-demand online.	Mid-term	\$\$
	Create a list of homeowner's association and neighborhood group leaders to be registered with the City and contacted directly, concurrent with public notice, when significant public	Short-term	\$



	hearing items are on the agenda for any board or commission.		
	Establish an online suggestion form on the City website and respond to and discuss comments regularly with City Leadership.	Short-term	\$

Land Use & Design			
Category	Action	Timeframe	Conceptual Cost
Land Use & Design Actions	Rezone areas of the city with standards to be developed and detailed to be consistent with the Future Land Use Plan and Vision Framework.	Short-term	\$\$
	Approach property owners within the ETJ to request them to annex or to sign non-annexation agreements to protect additional areas from higher density development.	Mid-term	\$
	<i>Cross reference:</i> Establish a set of tools, in consultation with the City Attorney, that the City can utilize in negotiations with developments partially or completely within the ETJ.	Short-term	\$

Mobility & Connectivity			
Category	Action	Timeframe	Conceptual Cost
SH 205-Related	Represent to the Rockwall County Road Consortium McLendon-Chisholm design considerations for ensuring State Highway 205 expansion supports the City's vision, goals, and objectives.	Short-term	\$
	Coordinate, schedule, and hold a Town Hall Meeting to discuss specific State Highway 205 design features under consideration with the schematic design process.	Short-term	\$
	With the assistance of a consultant, prepare a list of design and technical modification requests for TxDOT's expansion of State Highway 205 to reflect the look, feel, and brand consistent with the community's Vision of McLendon-Chisholm.	Short-term	\$
Reduce Commuter Delay	Revise the Subdivision Ordinance to reduce maximum block length from 1,600 feet to 1,000 feet to promote additional connections and more walkability.	Mid-term	\$
	Review previously prepared cross sections for relevance and technical applicability in an associated Subdivision Ordinance update. Until that is completed, the cross sections in the 2016 Comprehensive Plan apply.	Short-term	\$
	Revise the Subdivision Ordinance to require associated cross section design for the Functional Classifications included in the Master Thoroughfare Plan.	Mid-term	\$
	With the assistance of a planning and engineering consultant,	Short-term	\$\$



	create a five-year Capital Improvements Plan (CIP) and prioritization matrix that includes any infrastructure, facilities, and large equipment.		
	Establish a Roadway Maintenance Strategy with funding allocated for the entire lifespan of anticipated construction, maintenance, expansion, and replacement of all new City roads as they are constructed, and update the project list every five years, to coincide with the update of the future CIP, to account for inflation, labor, or supply chain cost increases.	Mid-term	\$\$
	Prepare a Roadway Impact Fee Study to adopt an associated Roadway Impact Fee.	Short-term	\$\$
	Create a Roadway Ownership and Maintenance layer in GIS to assist with contact information and the Road Planning and Maintenance Working Group and City Capital Improvements Planning.	Short-term	\$
Health and Safety	Coordinate with developers, homeowner associations, and neighborhood associations to eliminate any overgrown landscaping or neighborhood treatment elements from the sight triangle along all major roadways.	Short-term	\$
	Revise the Subdivision Ordinance to require a licensed structural and geotechnical engineer review and seal/approve all proposed bridges and culverts for adherence to the most recent Manual for Assessing Safety Hardware (MASH) Standards prior to and after construction.	Short-term	\$
	Create a citywide policy to actively reduce the number of 90 degree turns or sharp bends on existing roads that are classified as minor arterials or higher. The policy should also prohibit the construction of sharp turns on new MTP streets.	Short-term	\$
	Create a volunteer "Road Planning and Maintenance Working Group" as part of the Roadway Maintenance Strategy to collaborate and assist individual HOA's with guidance for road design and maintenance standards to promote safe community standards across the city.	Mid-term	\$
Recreation	Revise the Zoning Ordinance and Subdivision Ordinance to require sidewalks on both sides of the street with new development and redevelopment, and a minimum 10-foot wide sidepath with adequate shading and tree foliage on the sides any system roadway on the Master Thoroughfare Plan.	Short-term	\$
Branding	Design locations and features to brand the two City gateways on State Highway 205 at its north and south ends, in conjunction with applicable Manual for Assessing Safety Hardware (MASH) Standards.	Mid-term	\$\$



	Construct two City gateways on State Highway 205 at its north and south ends.	Long-term	\$\$\$
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Public Utilities & Services			
Category	Action	Timeframe	Conceptual Cost
Water	Establish bi-annual standing meetings with Highpoint SUD, Blackland WSC, and RCH WSC (separate meetings), in addition to any other utility providers serving McLendon-Chisholm, to discuss anticipated construction, extensions, upgrades, maintenance issues, and economic development priorities.	Short-term	\$
	With the assistance of legal counsel, determine the legal authority the City has to get location data for water lines and other water assets owned and maintained by the utility districts and service corporations within the City's limits and ETJ.	Short-term	\$\$
	Research the American Rescue Plan Act and apply for funding for the City. Use funds and partner with Rockwall/Kaufman counties for water/wastewater/broadband improvements.	Short-term	\$
Sanitary Sewer	Evaluate the authority the City has over the sanitary sewer collection and treatment within the city limits and within the ETJ with an attorney.	Mid-term	\$\$
	Map existing sanitary sewer lines in McLendon-Chisholm.	Long-term	\$\$
Storm Sewer and Drainage	Establish an impervious surface ordinance amendment to reduce excessive stormwater runoff and system constraints.	Short-term	\$
	Map existing stormwater infrastructure in McLendon-Chisholm.	Long-term	\$\$
Internet	Evaluate options for Fiber to the Premises/Home (FTTP/FTTH) and Fiber to the Cabinet (FTTC), micro trenching, and pushable fiber and determine the best option for budgetary constraints.	Mid-term	\$
	Explore options for public-private partnerships with developers, corporations, and providers to expand broadband access across the city.	Mid-term	\$
Public Safety	Utilize the Rockwall County Emergency Services Corporation Board to discuss needed improvements for potential partnership and unified resources to support the City's growing public safety needs.	Short-term	\$
	Evaluate County responsibilities for provision of public safety	Short-term	\$



	and associated options to provide adequate response times and patrols. Determine appropriate public safety option (ex. contract with the County, City personnel, etc.) accordingly.		
	Evaluate provision of Fire and EMS services outside of the City Limits to analyze financial and service viability. Determine appropriate Fire and EMS level of service, staffing, and funding options and implications accordingly.	Short-term	\$
	Review Fire Safety ISO Ranking criteria and determine any improvements that can be made with available resources to improve the City's ISO Ranking. Repeat this action annually with the budget and future CIP process.	Short-term	\$
Parks and Recreation	Complete a Parks and Recreation Study to identify existing and desired future levels of service for parks and recreation consistent with Texas Parks and Wildlife Department (TPWD) standards for grant eligibility.	Short-term	\$\$
	Adopt Parkland Dedication and Parkland Development Fees, in association with a future completed Parks and Recreation Study, through a prepared fee methodology and relevant Code of Ordinances updates.	Short-term	\$
	Revise the Subdivision Ordinance to require developers to include dedication language in the associated plat for school sites that would require public access to open spaces and athletic fields within the city limits or ETJ.	Short-term	\$
	Revise the Subdivision Ordinance to require developers of Master Planned Communities to provide recreational facilities that include parks, open space, and other amenities to serve the communities that they develop.	Short-term	\$
HOA Maintenance and Accountability	Develop a list of roadways, drainage facilities, and other infrastructure in need of HOA maintenance and rehabilitation and send letters to the HOA and associated residents of the deficiencies and responsibilities of the HOA. Residents should lead this effort through the aforementioned volunteer Road Planning and Maintenance Working Group.	Mid-term	\$



Usage, Updates, and Amendments

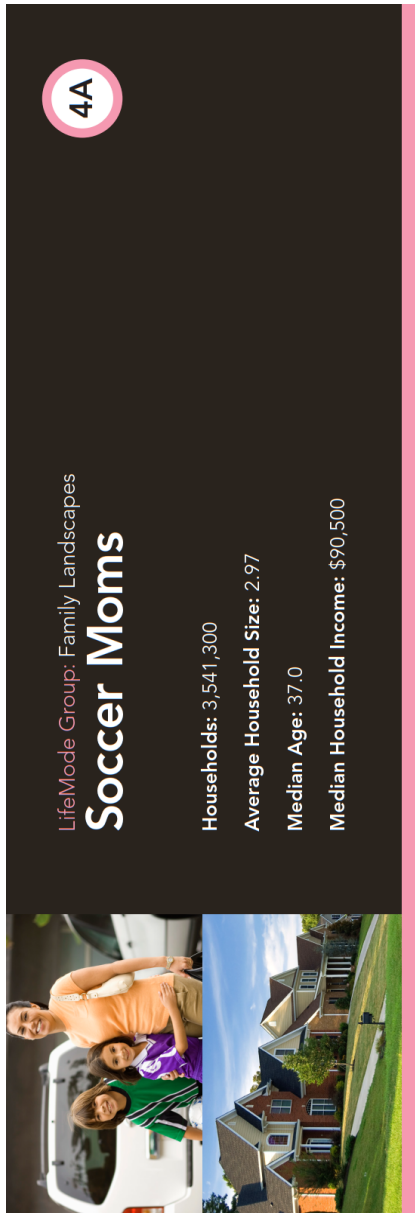
As McLendon-Chisholm continues to grow and attract new development, it is crucial to have the necessary tools to manage development in a way that is aligned with the Vision Framework, Strategies, and Actions of the Comprehensive Plan. Providing regular updates will allow the City to remain resilient and relevant as actions are completed as it grows. It is recommended that updates to the Plan be considered every three years, while the City is experiencing growth, so that the Plan can continue to influence and inform key decisions as they are made. Additionally, to ensure the Plan remains relevant with growth and development trends, the Planning and Zoning Commission and City Council will conduct an annual review process of the Comprehensive Plan's content (see Future Land Use section for more details).

The McLendon-Chisholm Comprehensive Plan was created through a carefully crafted, multi-faceted engagement sequence and collaborations that involved key individuals, stakeholders, community members, and leaders at every level. As updates to the Plan are made, continued community engagement is essential to further that progress to ensure the community's vision for the city is in alignment with the Comprehensive Plan. In addition, as the Plan is implemented, it will be essential to ensure strong leadership at all levels to help realize and sustain the Comprehensive Plan. Ensuring that updates to the Plan capture feedback from multiple sources, are grounded in community input, and are administered through strong leadership will ensure the city's vision remains in focus and is ultimately implemented.



Appendix

A. ESRI Tapestry Segments in McLendon-Chisholm *Soccer Moms*



WHO ARE WE?

Soccer Moms is an affluent, family-oriented market with a country flavor. Residents are partial to new housing away from the bustle of the city but close enough to commute to professional job centers. Life in this suburban wilderness offsets the hectic pace of two working parents with growing children. They favor time-saving devices, like banking online or housekeeping services, and family-oriented pursuits.

OUR NEIGHBORHOOD

- Soccer Moms residents prefer the suburban periphery of metropolitan areas.
- Predominantly single family, homes are in newer neighborhoods, 34% built in the 1990s (Index 236), 31% built since 2000.
- Owner-occupied homes have high rate of mortgages at 68% (Index 164), and low rate vacancy at 4%.
- Median home value is \$257,400.
- Most households are married couples with children; average household size is 2.97.
- Most households have 2 or 3 vehicles; long travel time to work including a disproportionate number commuting from a different county (Index 132).

SOCIOECONOMIC TRAITS

- Education: 40.5% college graduates; more than 72% with some college education.
- Low unemployment at 3.8%; high labor force participation rate at 71%; 2 out of 3 households include 2+ workers (Index 124).
- Connected, with a host of wireless devices from iPods to tablets—anything that enables convenience, like banking, paying bills, or even shopping online.
- Well insured and invested in a range of funds, from savings accounts or bonds to stocks.
- Carry a higher level of debt, including first (Index 149) and second mortgages (Index 154) and auto loans (Index 149).

Note: This index represents the ratio of the segment to the US, not multiplied by 100. Consumer preferences are derived from data by GfK MR.



LifeMode Group: Family Landscapes 4A Soccer Moms

TAPESTRY SEGMENTATION
esri.com/tapestry

MARKET PROFILE

(Consumer preferences are estimated from data by GfK, MRI)

- Most households own at least 2 vehicles; the most popular types are minivans and SUVs.
- Family-oriented purchases and activities dominate, like 4+ televisions (Index 154), movie purchases or rentals, children's apparel and toys, and visits to theme parks or zoos.
- Outdoor activities and sports are characteristic of life in the suburban periphery. They attend sporting events, as well as participate in them like bicycling, jogging, golfing, and boating.
- Home maintenance services are frequently contracted, but these families also like their gardens and own the tools for minor upkeep, like lawn mowers, trimmers, and blowers.

HOUSING

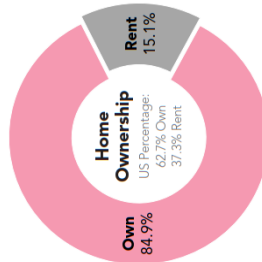
Median home value is displayed for markets that are primarily owner occupied; average rent is shown for renter-occupied markets. Tenure and home value are estimated by Esri. Housing type and average rent are from the Census Bureau's American Community Survey.



Typical Housing:
Single Family

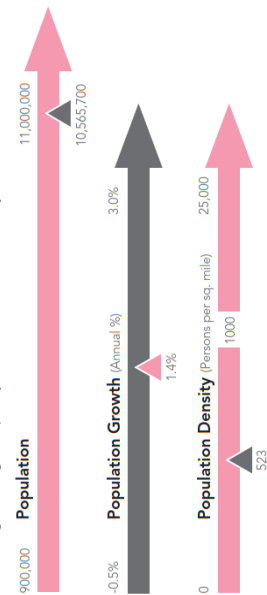
Median Value:
\$257,400

US Median: \$207,300



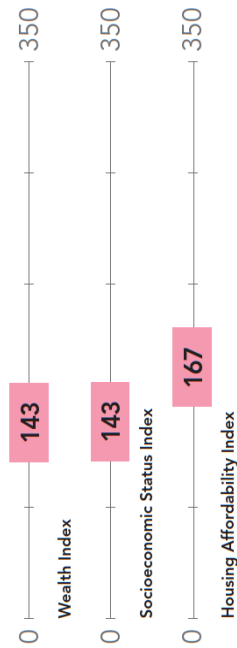
POPULATION CHARACTERISTICS

Total population, average annual population change since Census 2010, and average density (population per square mile) are displayed for the market relative to the size and change among all Tapestry markets. Data estimated by Esri.



ESRI INDEXES

Esri developed three indexes to display average household wealth, socioeconomic status, and housing affordability for the market relative to US standards.

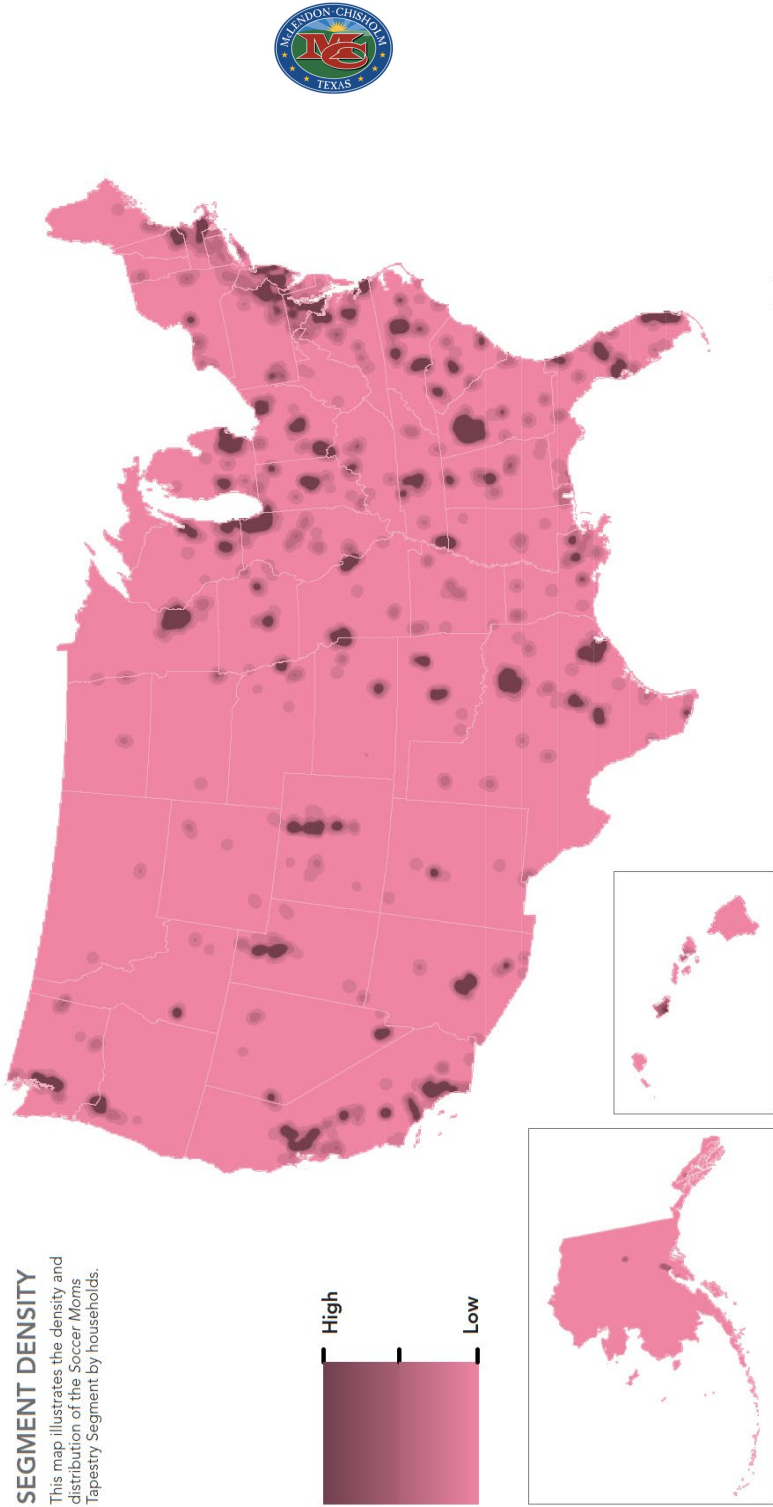


LifeMode Group: Family Landscapes

4A

Soccer Moms

TAPESTRY SEGMENTATION
esri.com/tapestry



For more information
1-800-447-9778
info@esri.com
esri.com

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LifeMode Group: Affluent Estates

Professional Pride

Households: 1,878,000

Average Household Size: 3.11

Median Age: 40.5

Median Household Income: \$127,000

WHO ARE WE?

Professional Pride consumers are well-educated career professionals that have prospered through the Great Recession. To maintain their upscale suburban lifestyles, these goal oriented couples work, often commuting far and working long hours. However, their schedules are fine-tuned to meet the needs of their school age children. They are financially savvy; they invest wisely and benefit from interest and dividend income. So far, these established families have accumulated an average of 1.5 million dollars in net worth, and their annual household income runs at more than twice the US level. They take pride in their newer homes and spend valuable time and energy upgrading. Their homes are furnished with the latest in home trends, including finished basements equipped with home gyms and in-home theaters.



OUR NEIGHBORHOOD

- Typically owner occupied (Index 173), single-family homes are in newer neighborhoods: 59% of units were built in the last 20 years.
- Neighborhoods are primarily located in the suburban periphery of large metropolitan areas.
- Most households own two or three vehicles; long commutes are the norm.
- Homes are valued at more than twice the US median home value, although three out of four homeowners have mortgages to pay off.
- Families are mostly married couples (almost 80% of households), and more than half of these families have kids. Their average household size, 3.11, reflects the presence of children.

SOCIOECONOMIC TRAITS

- Professional Pride consumers are highly qualified in the science, technology, law, or finance fields; they've worked hard to build their professional reputation or their start-up businesses.
- These consumers are willing to risk their accumulated wealth in the stock market.
- They have a preferred financial institution, regularly read financial news, and use the Internet for banking transactions.
- These residents are goal oriented and strive for lifelong earning and learning.
- Life here is well organized; routine is a key ingredient to daily life.

Note: The index represents the ratio of the segment rate to the US rate multiplied by 100. Consumer preferences are estimated from data by CMR.

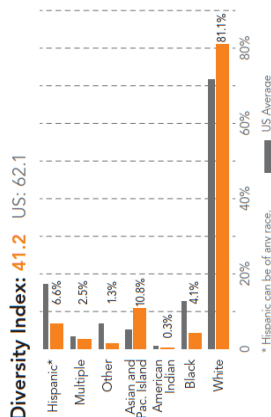




RACE AND ETHNICITY (Esri data)

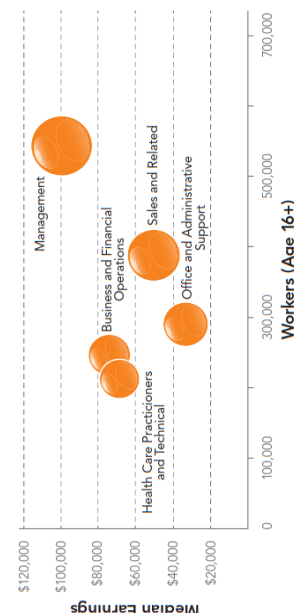
The Diversity Index summarizes racial and ethnic diversity. The index shows the likelihood that two persons, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity).

Net worth measures total household assets (homes, vehicles, investments, etc.) less any debts, secured (e.g., mortgages) or unsecured (credit cards). Household income and net worth are estimated by Esri.



OCCUPATION BY EARNINGS

The five occupations with the highest number of workers in the market are displayed by median earnings. Data from the Census Bureau's American Community Survey.



LifeMode Group: Affluent Estates

1B

Professional Pride

TAPESTRY SEGMENTATION

esri.com/tapestry

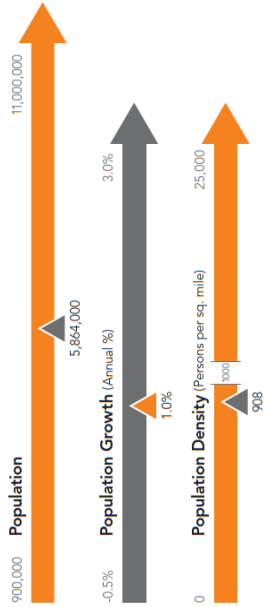
MARKET PROFILE

(Consumer preferences are estimated from data by GfK MRI)

- These frequent travelers take several domestic trips a year, preferring to book their plane tickets, accommodations, and rental cars via the Internet.
- Residents take pride in their picture-perfect homes, which they continually upgrade. They shop at Home Depot and Bed Bath & Beyond to tackle the smaller home improvement and remodeling tasks but contract out the larger projects.
- To keep up with their busy households, they hire housekeepers or professional cleaners.
- Residents are prepared for the ups and downs in life; they maintain life insurance; homeowners and auto insurance; as well as medical, vision, dental, and prescription insurance through work. They are actively investing for the future; they hold 401(k) and IRA retirement plans, plus securities.
- Consumers spend on credit but have the disposable income to avoid a balance on their credit cards. They spend heavily on Internet shopping; Amazon.com is a favorite website.
- Consumers find time in their busy schedules for themselves. They work out in their home gyms, owning at least a treadmill, an elliptical, or weightlifting equipment. They also visit the salon and spa regularly.
- All family members are avid readers; they read on their smartphones, tablets, and e-readers but also read hard copies of epicurean, home service, and sports magazines.
- Residents, both young and old, are tech savvy; they not only own the latest and greatest in tablets, smartphones, and laptops but actually use the features each has to offer.

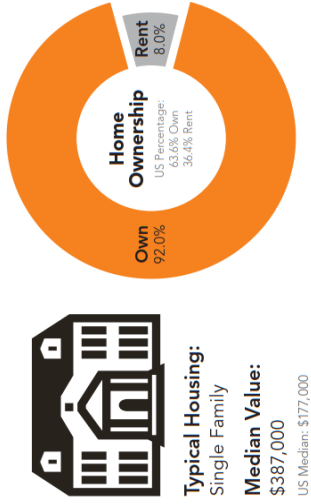
POPULATION CHARACTERISTICS

Total population, average annual population change since Census 2010, and average density (population per square mile) are displayed for the market relative to the size and change among all Tapestry markets. Data estimated by Esri.



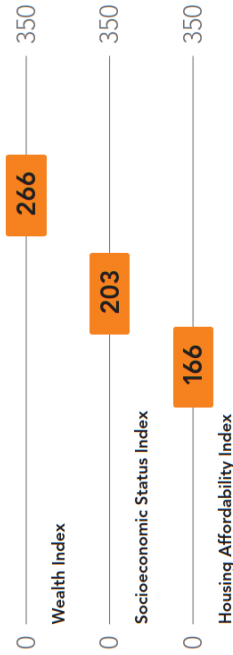
HOUSING

Median home value is displayed for markets that are primarily owner occupied; average rent is shown for renter-occupied markets. Tenure and home value are estimated by Esri. Housing type and average rent are from the Census Bureau's American Community Survey.



ESRI INDEXES

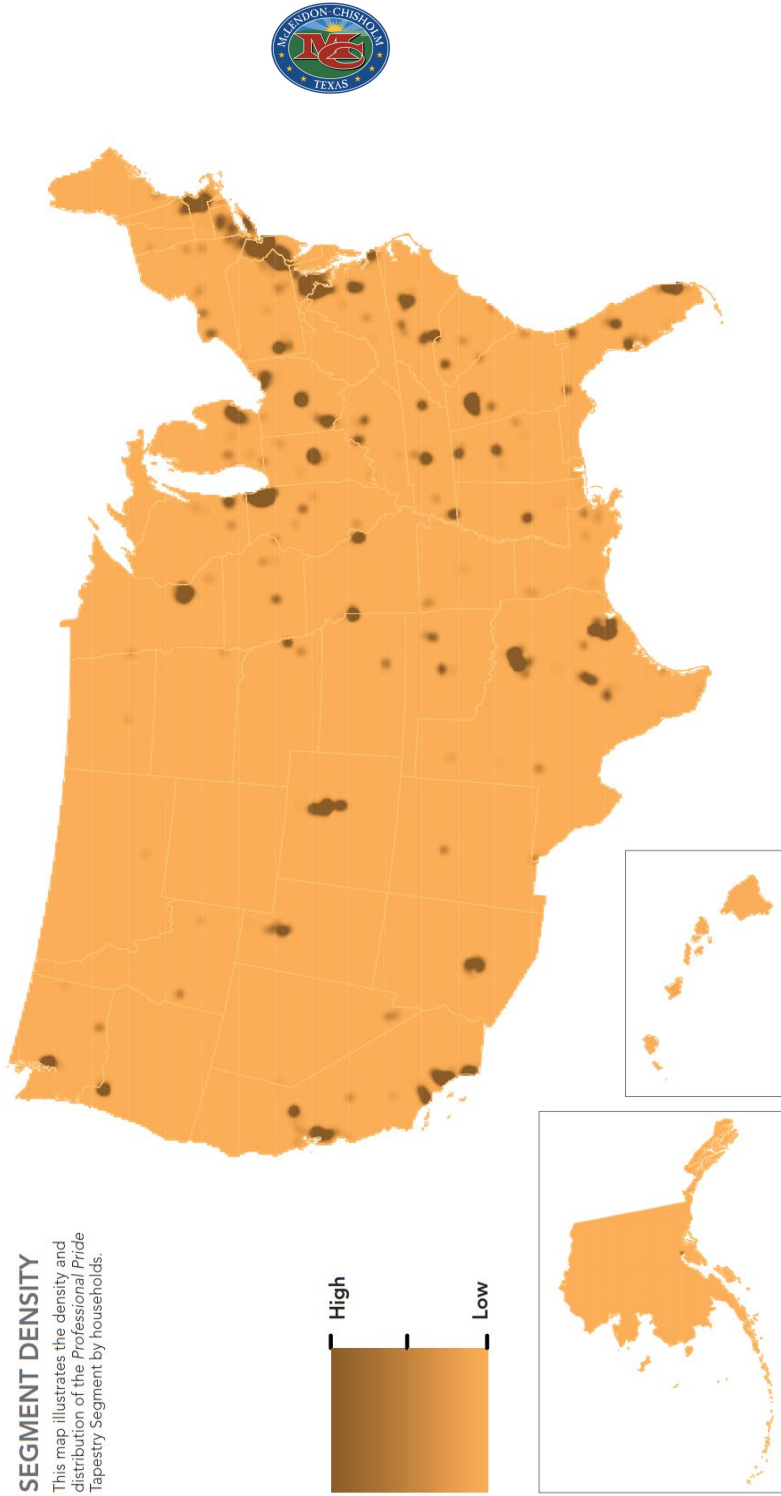
Esri developed three indexes to display average household wealth, socioeconomic status, and housing affordability for the market relative to US standards.



LifeMode Group: Affluent Estates

1B Professional Pride

TAPESTRY SEGMENTATION
esri.com/tapestry



For more information
1-800-447-9778
info@esri.com
esri.com



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562222
03/2014




LifeMode Group: Cozy Country Living

Green Acres

Households: 3,923,400

Average Household Size: 2.70

Median Age: 43.9

Median Household Income: \$76,800

6A

WHO ARE WE?

The Green Acres lifestyle features country living and self-reliance. They are avid do-it-yourselfers, maintaining and remodeling their homes, with all the necessary power tools to accomplish the jobs. Gardening, especially growing vegetables, is also a priority, again with the right tools, tillers, tractors, and riding mowers. Outdoor living also features a variety of sports: hunting and fishing, motorcycling, hiking and camping, and even golf. Self-described conservatives, residents of Green Acres remain pessimistic about the near future yet are heavily invested in it.

OUR NEIGHBORHOOD

- Rural enclaves in metropolitan areas, primarily (not exclusively) older homes with acreage; new housing growth in the past 15 years.
- Single-family, owner-occupied housing, with a median value of \$235,500.
- An older market, primarily married couples, most with no children.

SOCIOECONOMIC TRAITS

- Education: More than 60% are college educated.
- Unemployment is low at 3.8% (Index 70); labor force participation rate is high at 66.8% (Index 107).
- Income is derived not only from wages and salaries but also from self-employment (more than 13% of households), investments (27% of households), and increasingly, from retirement.
- They are cautious consumers with a focus on quality and durability.
- Comfortable with technology, more as a tool than a trend: banking or paying bills online is convenient; but the Internet is not viewed as entertainment.
- Economic outlook is pessimistic, but consumers are comfortable with debt, primarily as home and auto loans, and investments.

Note: The Index represents the ratio of the segment rate to the US rate multiplied by 100. Consumer preferences are estimated from data by GfK MRI.



LifeMode Group: Cozy Country Living

Green Acres

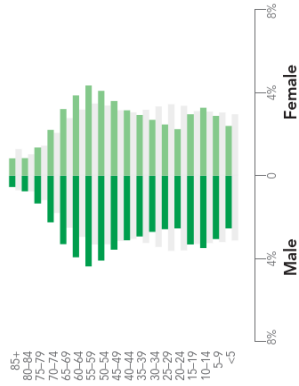
esri.com/tapestry

AGE BY SEX

(Esri data)

Median Age: **43.9** US: 38.2

■ Indicates US

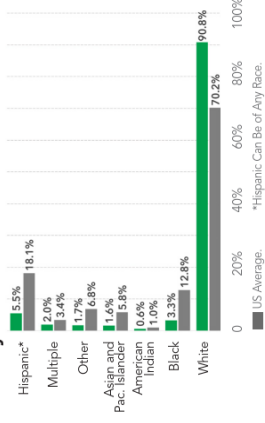


RACE AND ETHNICITY

(Esri data)

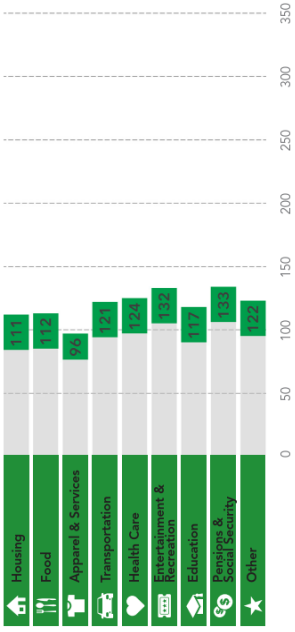
The Diversity Index summarizes racial and ethnic diversity. The index shows the likelihood that two persons, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity).

Diversity Index: **26.0** US: 64.0



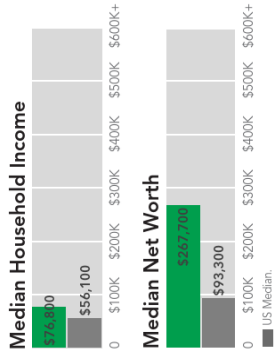
AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.



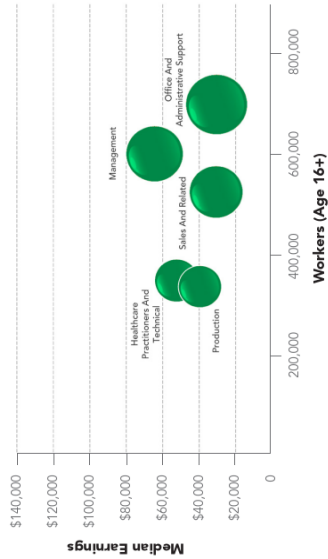
INCOME AND NET WORTH

Net worth measures total household assets (homes, vehicles, investments, etc.) less any debts, secured (e.g., mortgages) or unsecured (credit cards). Household income and net worth are estimated by Esri.



OCCUPATION BY EARNINGS

The five occupations with the highest number of workers in the market are displayed by median earnings. Data from the Census Bureau's American Community Survey.



6A

LifeMode Group: Cozy Country Living

Green Acres

TAPESTRY SEGMENTATION

esri.com/tapestry

MARKET PROFILE

(Consumer preferences are estimated from data by GfK MR)

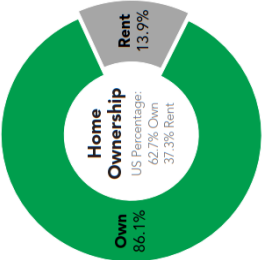
- Purchasing choices reflect Green Acres’ residents country life, including a variety of vehicles from trucks and SUVs to ATVs and motorcycles, preferably late model.
- Homeowners favor DIY home improvement projects and gardening.
- Media of choice are provided by satellite service, radio, and television, also with an emphasis on country and home and garden.
- Green Acres residents pursue physical fitness vigorously, from working out on home exercise equipment to playing a variety of sports.
- Residents are active in their communities and a variety of social organizations, from charitable to veterans’ clubs.

HOUSING

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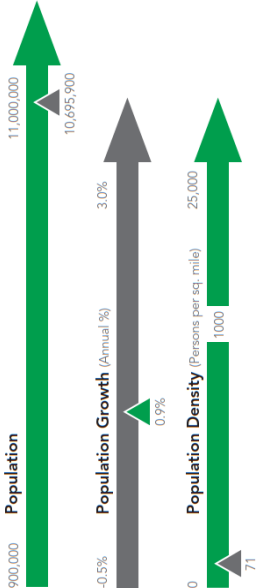


Typical Housing:
Single Family
Median Value:
\$235,500
US Median: \$207,300



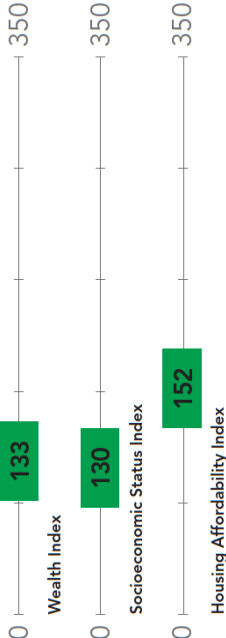
POPULATION CHARACTERISTICS

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ESRI INDEXES

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City of McLendon-Chisholm

Discussion and action regarding consideration of an agreement between Kimley-Horn and Associates, Inc., and the City of McLendon-Chisholm in accordance with the terms of the Master Agreement for Continuing Professional Services related to planning and development services. (Requested by Palomba)

DATE:

September 29, 2021

BACKGROUND OF ISSUE:

Development applications must be in general compliance with the newly adopted Comprehensive Plan (Adoption of proposed Comprehensive Plan scheduled for September 29th). Kimley-Horn representatives spent many months gathering public input from McLendon-Chisholm citizens and coordinating efforts to incorporate all desired elements into the final Comprehensive Plan. Therefore, Kimley-Horn is uniquely qualified to review planning and development items to ensure compliance with the Comprehensive Plan, zoning and subdivision regulations and other standards. The proposed agreement is in accordance with the terms of the Master Agreement for Continuing Professional Services related to planning and development. Services will only be used as needed when staff requests additional guidance for challenging projects such as, but not limited to, projects located on the boundary of the city limits and extraterritorial jurisdiction (ETJ).

FINANCIAL IMPACT:

Developers reimburse the City through reimbursement agreements for all consulting costs. The City budget is not expected to be impacted for costs related to development review.

RECOMMENDATION:

Approval recommended.

Lisa Palomba
City Administrator

INDIVIDUAL PROJECT ORDER NUMBER 2

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of McLendon-Chisholm, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated June 3, 2021, which is incorporated herein by reference.

Identification of Project: Planning and Development Services

Information Provided by the Client

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by the Consultant during the project.

Specific Scope of Services

The Consultant will provide development support to the Client which may include the following services on a mutually agreed upon schedule per request:

- Attend predevelopment and project meetings, as requested, to provide urban design and development guidance as applicable.
- Review and comment on predevelopment and project proposals, as requested, to provide urban design and development recommendations as applicable.
- Discuss development proposals with City Staff, boards, and commissions as requested to provide urban design and development guidance as applicable.
- Provide planning policy recommendations for City strategies, programs, and standards as directed to achieve the Vision contained in the Comprehensive Plan and/or City regulations as applicable.
- Attend and present during public hearings and field questions as requested.
- Other tasks as discussed and directed via email relating to development review or related Comprehensive Plan implementation.

Terms of compensation

Payment is hourly for services performed and shall not exceed \$10,000. The Consultant will not exceed the maximum labor fee without authorization from the Client. Labor fee will be billed on an hourly basis according to our then-current rates. Current rates are attached to the end of this document. As to these tasks, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly.

Schedule: Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule, once authorized by the City to proceed. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

ACCEPTED:

CITY OF MCLENDON-CHISHOLM

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$120 - \$200
Professional	\$180 - \$230
Senior Professional I	\$220 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$145 - \$210
Support Staff	\$90 - \$130
Technical Support	\$90 - \$135

Effective through June 30, 2022

Subject to periodic adjustment thereafter

CITY OF MCLENDON-CHISHOLM, TEXAS
DEPOSIT AND REIMBURSEMENT AGREEMENT FOR PROFESSIONAL SERVICES

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT FOR THE HUFFINES TRILOGY PROJECT (this "**Agreement**") is made and entered into as of September 21, 2021, by and between the CITY OF MCLENDON-CHISHOLM, TEXAS (the "**City**"), and MC Trilogy Texas LLC (the "**Developer**").

WHEREAS, the Developer plans to develop approximately 759 acres of property (179 acres in the City's corporate limits and 580 acres in the City's extraterritorial jurisdiction) to be known as "Trilogy" (the "**Property**") described by metes and bounds in **Exhibit A** attached to this agreement and incorporated herein for all purposes; and

WHEREAS, the Developer has requested that the City conduct certain proceedings and take certain actions to provide for the construction, acquisition, or furnishing of certain public improvements benefitting the Property as agreed to by the Developer and the City (collectively, the "**Entitlements and Incentives**"); and

WHEREAS, the Developer has agreed to advance moneys to be used by the City to pay costs and expenses incurred by the City associated with the Entitlements and Incentives, such advances being subject to reimbursement or credit as provided herein; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Developer shall advance moneys (the "**Moneys**") to the City as provided in Section 3 hereof, which Moneys shall be used by the City to pay costs as described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the City shall not be required to proceed with the Entitlements and Incentives.

SECTION 2. USE OF MONEYS ON DEPOSIT. The City shall use the Moneys on deposit in the Escrow Account (defined below) to pay the following costs and expenses, if any, incurred by the City in connection with the Entitlements and Incentives (collectively, "**Project Costs**"). The Project Costs shall include costs and expenses relating to the following, as applicable: (a) City consultants required to analyze the Entitlements and Incentives, including the City's external legal, financial advisory, and consultant costs, (b) City costs including, but not limited to, internal costs of the City Attorney, (c) noticing and publication expenses, and (d) costs of recording documents in the Official Public Records of Rockwall County, Texas. The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the City Administrator's approval or as outlined in agreements that will be on file in the City Administrator's office and available for inspection and review by the Developer. The City Administrator shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Developer in the City Administrator's office. Upon request, but not more one time each calendar month, the City agrees to provide the Developer with copies of all invoices for Project Costs that have been paid since the last request. If Developer objects to any portion of an invoice, City and Developer agree in good faith to attempt to resolve the dispute within a reasonable period of time. The City shall act in good faith and shall

not incur costs unnecessarily and arbitrarily.

SECTION 3. ESCROW ACCOUNT DEPOSIT. The Developer shall make an initial deposit of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** within five (5) days after the date of approval of this Agreement by the City Council. The City Administrator shall cause all Moneys received from the Developer to be deposited into an interest bearing account maintained by or at the direction of the City Administrator (the "**Escrow Account**"), with any interest earnings retained by the City for administration of the Escrow Account. The City Administrator will provide for separate accounting of the Escrow Account and in the event the balance of the Escrow Account becomes equal to or less than \$2,500, the City Administrator shall provide notice to the Developer, and the Developer shall deposit an additional \$15,000 into the Escrow Account within five (5) business days of receipt of such notice. The Developer and the City agree that the Developer shall not be required to deposit more than a total aggregate amount of **FIFTY THOUSAND DOLLARS (\$50,000)** to the Escrow Account unless the Developer and City agree to amend this Agreement in writing. Developer expressly acknowledges that in the event the maximum amount has been reached or exceeded that until an agreement on a new maximum amount is reached between the City and Developer, the City and its consultants shall cease work related to the development project.

SECTION 4. TERMINATION. This Agreement may terminate upon delivery of written notice by either party to the other party. This Agreement shall automatically terminate when the City approves the Entitlements and Incentives. Upon termination, the unexpended balance of the Escrow Account shall be distributed to the Developer within 30 days.

SECTION 5. NOTICE. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by FAX or E mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 6.

To the City: City of McLendon-Chisholm
Attn: City Administrator
1371 West FM 550
McLendon-Chisholm, TX 75032
FAX: 972.524.9128
Email: lisa@mclendon-chisholm.com

with a copy to: City Attorney
City of McLendon-Chisholm
305 North Arch Street
McLendon-Chisholm, TX 75189
FAX: 972.524.9128

To the Developer: MC Trilogy Texas LLC
Attn: Sam Mota

8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
Email: smota@huffinescommunities.com

with a copy to: Shupe Ventura PLLC
Attn: Misty Ventura
9406 Biscayne Boulevard
Dallas, TX 75218
Email: misty.ventura@svlandlaw.com

SECTION 6. RECITALS. The recitals contained in this Agreement: (i) are true and correct, (ii) form the basis on which the City and Developer negotiated and entered into this Agreement, (iii) reflect the final intent of the City and Developer with regard to the subject matter of this Agreement, and (iv) are hereby incorporated by reference and made a part of this Agreement for all purposes as if the same were restated in full in this Section.

SECTION 7. RESERVED RIGHTS. This Agreement does not in any way create a separate obligation or commitment that the City will proceed with the Entitlements and Incentives, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 8. ENTIRE AGREEMENT; SEVERABILITY. This Agreement contains the entire agreement between the parties with respect to the obligation of Developer to pay for Project Costs related to the Entitlements and Incentives. Notwithstanding the foregoing, the City shall never be required to expend its own funds on any Project Costs. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 9. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

SECTION 10. AUTHORITY TO EXECUTE. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SECTION 11. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Rockwall County, Texas, as of the date and year first herein above written.

THE CITY:

CITY OF MCLENDON-CHISHOLM

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Interim City Secretary

APPROVED:

By: _____

Michael Halla, City Attorney

THE DEVELOPER:

MC Trilogy Texas LLC,

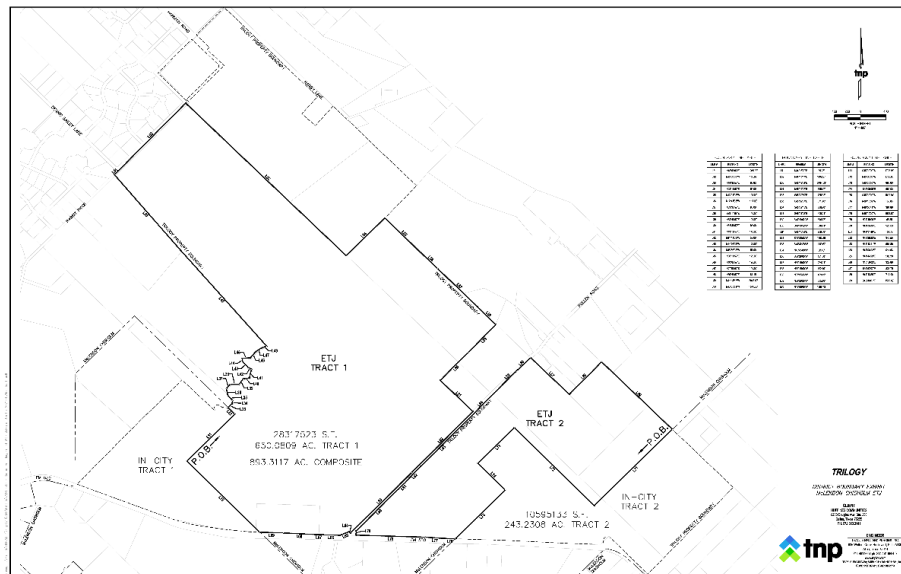
a Texas limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
 (approx. ____ acres)



ETJ TRACT 1

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

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

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

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

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

THENCE N 45°15'27" E a distance of 845.37'to a point for corner;
THENCE S 45°20'50" E a distance of 770.32'to a point for corner;
THENCE S 45°52'07" E a distance of 371.76'to a point for corner;
THENCE S 45°39'45" E a distance of 866.70'to a point for corner;
THENCE S 45°04'02" E a distance of 400.01'to a point for corner;
THENCE S 44°19'52" W a distance of 614.77'to a point for corner;
THENCE S 44°19'52" W a distance of 618.71'to a point for corner;
THENCE S 45°40'08" E a distance of 706.56'to a point for corner;
THENCE S 44°23'53" W a distance of 1352.29'to a point for corner;
THENCE S 44°42'29" W a distance of 1349.67'to a point for corner;
THENCE N 45°05'00" W a distance of 30.40'to a point for corner;
THENCE S 68°20'00" W a distance of 151.80'to a point for corner;
THENCE N 88°15'00" W a distance of 274.51'to a point for corner;
THENCE N 88°15'00" W a distance of 102.49'to a point for corner;
THENCE N 87°05'36" W a distance of 499.42'to a point for corner;
THENCE N 88°20'23" W a distance of 365.10'to a point for corner;
THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;
THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;
THENCE N 45°00'00" W a distance of 150.87'to a point for corner;
THENCE N 48°33'57" E a distance of 83.82'to a point for corner;
THENCE N 08°18'57" E a distance of 54.00'to a point for corner;
THENCE N 43°11'03" W a distance of 104.00'to a point for corner;
THENCE N 12°41'03" W a distance of 111.00'to a point for corner;
THENCE N 39°33'57" E a distance of 93.00'to a point for corner;
THENCE S 89°11'03" E a distance of 140.00'to a point for corner;

THENCE N 33°48'57" E a distance of 108.00'to a point for corner;
THENCE N 81°48'57" E a distance of 98.00'to a point for corner;
THENCE N 13°18'57" E a distance of 143.00'to a point for corner;
THENCE N 61°11'03" W a distance of 57.00'to a point for corner;
THENCE N 44°56'03" W a distance of 123.00'to a point for corner;
THENCE N 08°56'03" W a distance of 57.00'to a point for corner;
THENCE N 86°18'57" E a distance of 129.00'to a point for corner;
THENCE N 40°03'57" E a distance of 128.00'to a point for corner;
THENCE N 57°03'57" E a distance of 110.00'to a point for corner;
THENCE N 69°48'57" E a distance of 81.15'to a point for corner;
THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;
THENCE N 40°35'51" W A DISTANCE OF 1575.68' TO THE POINT OF BEGINNING,
CONTAINING 19,245,590.6 SQUARE FEET, OR 441.818 ACRES OF LAND MORE OR LESS.

ETJ TRACT 2

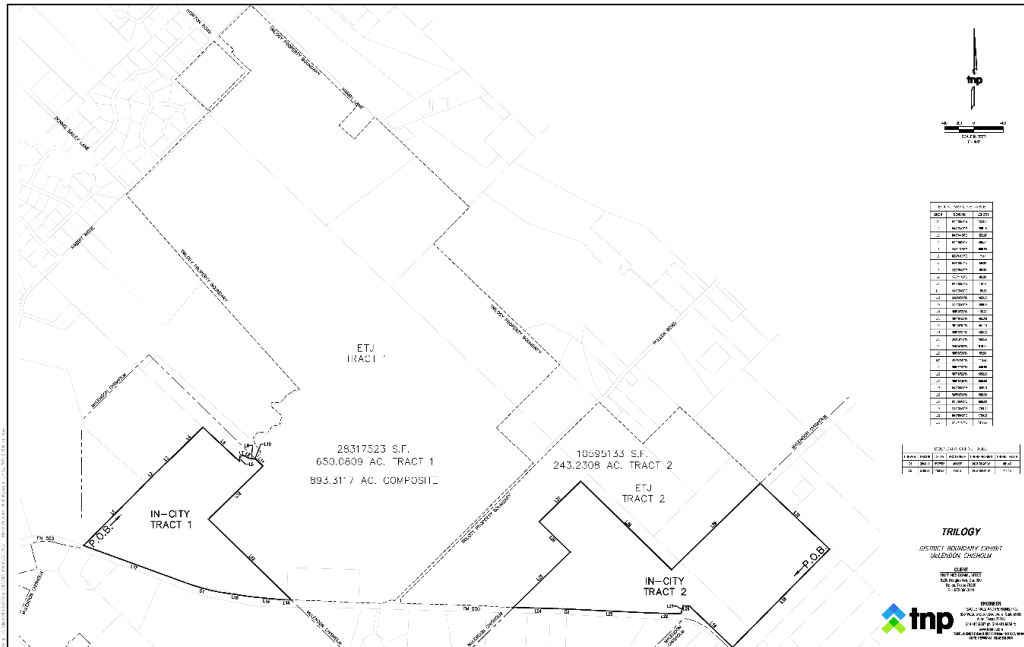
BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS,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

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

THENCE S 45°52'07" E a distance of 836.75' to a point for corner;
THENCE N 44°13'38" E a distance of 717.19' to a point for corner;
THENCE S 45°44'07" E a distance of 1529.00' to a point for corner;
THENCE S 45°00'00" W a distance of 1708.95' to a point for corner;

THENCE N 45°00'00" W a distance of 1750.00' to a point for corner;
THENCE S 45°00'00" W a distance of 800.00' to a point for corner;
THENCE S 45°00'00" E a distance of 600.00' to a point for corner;
THENCE S 45°00'00" W a distance of 1092.91' to a point for corner;
THENCE N 88°13'09" W a distance of 163.88' to a point for corner;
THENCE N 86°06'41" W a distance of 301.66' to a point for corner;
THENCE N 88°15'00" W a distance of 1073.00' to a point for corner;
THENCE N 01°45'00" E a distance of 65.55' to a point for corner;
THENCE N 44°34'36" E a distance of 928.59' to a point for corner;
THENCE N 44°31'40" E a distance of 151.79' to a point for corner;
THENCE N 43°28'23" E a distance of 346.55' to a point for corner;
THENCE N 44°43'11" E a distance of 901.86' to a point for corner;
THENCE N 44°06'02" E a distance of 914.03' to a point for corner;
THENCE N 44°44'29" E a distance of 285.28' to a point for corner;
THENCE N 45°50'03" E A DISTANCE OF 322.68' TO THE POINT OF BEGINNING, CONTAINING
5,807,645.3 SQUARE FEET, OR 133.325 ACRES OF LAND MORE OR LESS.

In-City Property



TRACT 1

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

BEGINNING AT A POINT FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS AT THE RECOGNIZED SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 44° 03' 50" EAST A DISTANCE OF 1,220.15 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTH CORNER OF A CALLED 58.110 ACRE TRACT OF LAND DESCRIBED IN DEED TO DONALD R. HOLLAWAY RECORDED UNDER COUNTY CLERKS FILE NUMBER 2011-00444931 (VOL. 6347, PG. 221) OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 44° 24' 01" EAST AND FOLLOWING ALONG THE SOUTHEAST LINE OF SAID

Exhibit A – Page 5

1580.039\96242.10

HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 258.18 FEET TO A POINT FOR CORNER;

THENCE NORTH 45°44'54" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 353.97 FEET TO A POINT FOR CORNER;

THENCE NORTH 44° 38' 21" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 485.74 FEET TO A POINT FOR THE MOST EASTERLY CORNER OF SAID HOLLOWAY 58.110 ACRE TRACT AT ITS INTERSECTION WITH THE SOUTHWEST LINE OF A CALLED 89.287 ACRE TRACT OF LAND DESCRIBED IN DEED TO HOLLOWAY FAMILY LIMITED PARTNERSHIP AS RECORDED UNDER COUNTY CLERKS FILE NUMBER 20150000020975 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 46° 15' 24" EAST AND FOLLOWING ALONG THE SOUTHWEST LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT A DISTANCE OF 685.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID 89.287 ACRE TRACT, SAID POINT BEING IN A SOIL CONSERVATION LAKE AND CALLED IN THE OLD MEANDERS OF LONG BRANCH CREEK;

THENCE FOLLOWING ALONG THE SOUTHEASTERLY LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT AND ALONG THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AS FOLLOWS;

- (1) NORTH 09° 48' 57" EAST A DISTANCE OF 71.41 FEET TO A POINT CORNER;
- (2) NORTH 81° 03' 57" EAST A DISTANCE OF 56.00 FEET TO A POINT FOR CORNER;
- (3) SOUTH 56° 56' 03" EAST A DISTANCE OF 69.00 FEET TO A POINT FOR CORNER;
- (4) SOUTH 83° 11' 03" EAST A DISTANCE OF 85.00 FEET TO A POINT FOR CORNER;
- (5) NORTH 48° 33' 57" EAST, A DISTANCE OF 10.18 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

- (1) SOUTH 45° 00' 00" EAST, A DISTANCE OF 150.87 FEET TO A POINT FOR CORNER;
- (2) SOUTH 45° 00' 00" WEST, A DISTANCE OF 1050.00 FEET TO A POINT FOR CORNER;
- (3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1596.73 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550;

THENCE NORTH 88° 20' 23" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 135.23 FEET TO A POINT FOR CORNER;

THENCE NORTH 84° 16' 25" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 405.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 81° 36' 51" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 451.13 FEET TO A POINT FOR CORNER, SAID

POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,846.18 FEET, WITH A CENTRAL ANGLE OF 09° 17' 58", AND A CHORD BEARING NORTH 74°08'20" WEST AT A DISTANCE OF 461.45 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 AND SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 461.95 FEET TO A POINT FOR CORNER;

THENCE NORTH 69° 29' 21" WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550A DISTANCE OF 1,496.23 FEET TO THE POINT OF BEGINNING CONTAINING 3,011,847 SQUARE FEET, OR 69.143 ACRES OF LAND MORE OR LESS.

TRACT 2

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

BEGINNING AT A POINT FOR THE RECOGNIZED EAST CORNER OF THIS TRACT IN THE SOUTHWEST LINE OF A 25.279 ACRE TRACT OF LAND DESCRIBED IN DEED TO REGGIE L. HICKERSON RECORDED UNDER VOLUME 2388, PAGE 198 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS, SAID POINT BEING THE MOST NORTHERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO RONALD PRICE AND SHARON DUBACK RECORDED UNDER VOLUME 1591, PAGE 111 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 43 °56' 42" WEST AND DEPARTING THE SOUTHWEST LINE OF SAID 2.79 ACRE TRACT TO REGGIE L. HICKERSON AND FOLLOWING ALONG THE NORTHWEST LINE OF SAID RONALD PRICE AND SHARON DUBACK TRACT A DISTANCE OF 1,902.97 FEET TO A POINT FOR CORNER; SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID RONALD PRICE AND SHARON DUBACK TRACT;

THENCE NORTH 45° 35' 00" WEST A DISTANCE OF 819.44 FEET TO A POINT FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 86° 58' 39" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 89.89 FEET TO A POINT FOR CORNER;

THENCE SOUTH 14° 01' 34" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 113.82 FEET TO A POINT FOR CORNER;

THENCE NORTH 88° 27' 27" WEST AND FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 445.63 FEET TO A POINT FOR CORNER;

THENCE NORTH 87° 13' 22" WEST AND FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 1,052.71 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,769.60 FEET, A CENTRAL ANGLE OF 01° 08' 00", AND A CHORD BEARING NORTH 87°39'09" WEST AT A DISTANCE OF 114.12 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND FOLLOWING ALONG SAID CURVE FOR AN ARC DISTANCE OF 114.12 FEET;

THENCE NORTH 88° 13' 09" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 669.98 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

- (1) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,092.91 FEET TO A POINT FOR CORNER;
- (2) NORTH 45° 00' 00" WEST, A DISTANCE OF 600.00 FEET TO A POINT FOR CORNER;
- (3) NORTH 45° 00' 00" EAST, A DISTANCE OF 800.00 FEET TO A POINT FOR CORNER;
- (3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1,750.00 FEET TO A POINT FOR CORNER;
- (4) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,708.95 FEET TO A POINT FOR CORNER ON THE RECOGNIZED NORTHEAST LINE OF THIS TRACT;

THENCE SOUTH 45° 44' 07" EAST ALONG SAID RECOGNIZED LINE, A DISTANCE OF 1317.93 FEET TO THE POINT OF BEGINNING CONTAINING 4,787,547 SQUARE FEET, OR 109.907 ACRES OF LAND MORE OR LESS.

September 29, 2021

MUD 101 Background Provided by City Attorney, Michael Halla

A MUD is a political subdivision of the State of Texas authorized by the Texas Commission of Environmental Quality ("TCEQ") to provide water, sewage, drainage and other utility-related services within the MUD boundaries. MUDs vary in size, but they generally serve master-planned communities of a few hundred households. This is what Huffines is seeking to do.

The way to create a MUD is as follows: A majority of property owners in the proposed district (this would be just Huffines) petitions the TCEQ to create a MUD. The TCEQ evaluates the petition, holds a public hearing, and grants or denies the petition. After approval, the TCEQ appoints five temporary members to the MUD's Board of Directors, until an election is called to elect permanent Board members, to confirm the MUD's creation, and to authorize bonds and taxing authority for bond repayment.

It is pretty much the same process for developers. However, there are a couple of safeguards for MUD residents. The Same as above, developers must petition the TCEQ to create a MUD. Developers are prohibited from serving or placing employees, business associates, or family members on the MUD Board of Directors. Developers must pay for or put up a letter of credit equal to 30% of the cost of subdivision utilities.

The "30% rule" also offers protection to MUD residents in the event that a subdivision is not built according to schedule. Unless they are voting residents within a MUD, developers have no authority or control over the MUD's Board of Directors. If they are voting members of a district, they have the same power to vote and attend Board meetings as any other resident.

The TCEQ is the governing body that oversees MUDs from a regulatory standpoint. The TCEQ oversees what can be reimbursed to the developer through their review and approval of Bond Application Reports that are submitted by a licensed engineer in the State of Texas. The TCEQ regulates the water and sanitary sewer systems and oversees water and sanitary facility design criteria. All water and sanitary sewer plants owned and operated by MUDs are inspected annually by the TCEQ and inspected for water quality compliance and sewer effluent discharge permitting.

At the direction of the Board, and with the assistance of the MUD's engineer, attorney, and financial advisor, the MUD submits a bond application to the Texas Commission on Environmental Quality (TCEQ). The TCEQ approves the projects for reimbursement to the developer and the amount that the MUD can reimburse to the developer for those projects. The Texas Attorney General then reviews the bonds to ensure compliance with Texas law. A MUD relies on property and ad valorem taxes as well as water, sewer and other utility revenues to pay off bonds, which can take between 20 and 30 years. Typically, a developer will fund the initial cost to construct the roads, water, sanitary sewer, and drainage infrastructure necessary to

complete a development. Then, the developer must complete the improvements to create the property tax value necessary to cover the bond debt. A MUD generally cannot issue bonds for the infrastructure improvements until after the development has created the taxable value great enough to cover the debt created by the bonds. This process of developer reimbursement will generally occur in pieces as the development continues to create taxable value sufficient to cover the outstanding debt. Debt service on MUD bonds comes from property taxes. The homeowners within the MUD pay off the bonds and pay for utility services through a MUD tax. A MUD tax will be in lieu of a city tax. In theory, a MUD tax will go down over time because the initial infrastructure costs are eventually repaid, so only money collected after the original bonds are paid off would be to maintain services.

The only way a MUD tax is eliminated is if the MUD area is annexed by the city. If this happens, the city pays off the MUD debt and the utility payments are paid to the city.

The Texas Water Code, section 54.016 covers how we are involved in the MUD creation process. No MUD can be formed in our city limits unless we consent in writing. Period. In the ETJ, it can be created and, in fact, SHALL be created even if we do not consent (see subsection (d) highlighted below). We really have no responsibility to consent or not consent in the ETJ. If we do nothing, then subsection (b) below treats our no action as a denial and then the applicant can petition the TCEQ for creation.

WATER CODE

Sec. 54.016. CONSENT OF CITY. (a) No land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included in a district unless the city grants its written consent, by resolution or ordinance, to the inclusion of the land within the district in accordance with Section [42.042](#), Local Government Code, and this section. The request to a city for its written consent to the creation of a district, shall be signed by a majority in value of the holders of title of the land within the proposed district as indicated by the county tax rolls. A petition for the written consent of a city to the inclusion of land within a district shall describe the boundaries of the land to be included in the district by metes and bounds or by lot and block number, if there is a recorded map or plat and survey of the area, and state the general nature of the work proposed to be done, the necessity for the work, and the cost of the project as then estimated by those filing the petition. If, at the time a petition is filed with a city for creation of a district, the district proposes to connect to a city's water or sewer system or proposes to contract with a regional water and wastewater provider which has been designated as such by the commission as of the date such petition is filed, to which the city has made a capital contribution for the water and wastewater facilities serving the area, the proposed district shall be designated as a "city service district." If such proposed district does not meet the criteria for a city service district at the time the petition seeking creation is filed, such district shall be designated as a "noncity service district." The city's consent shall not place any restrictions or conditions on the creation of a noncity service district as defined by this chapter other than those expressly provided in Subsection (e) of this section and shall specifically not limit the amounts of the district's bonds. A city may not require annexation as a consent to creation of any district. A city shall not refuse to approve a district bond issue for any reason except that the district is not

in compliance with valid consent requirements applicable to the district. If a city grants its written consent without the concurrence of the applicant to the creation of a noncity service district containing conditions or restrictions that the petitioning land owner or owners reasonably believe exceed the city's powers, such land owner or owners may petition the commission to create the district and to modify the conditions and restrictions of the city's consent. The commission may declare any provision of the consent to be null and void. The commission may approve the creation of a district that includes any portion of the land covered by the city's consent to creation of the district. The legislature may create and may validate the creation of a district that includes any portion of the land covered by the city's consent to the creation of the district.

(b) If the governing body of a city fails or refuses to grant permission for the inclusion of land within its extraterritorial jurisdiction in a district, including a district created by a special act of the legislature, within 90 days after receipt of a written request, a majority of the electors in the area proposed to be included in the district or the owner or owners of 50 percent or more of the land to be included may petition the governing body of the city and request the city to make available to the land the water or sanitary sewer service contemplated to be provided by the district.

(c) If the governing body of the city and a majority of the electors or the owner or owners of 50 percent or more of the land to be included in the district fail to execute a mutually agreeable contract providing for the water or sanitary sewer service requested within 120 days after receipt of the petition, the failure shall constitute authorization for the inclusion of the land in the district under the provisions of this section. Authorization for the inclusion of such land within the district under the provisions of this section shall mean only authorization to initiate proceedings to include the land within the district as otherwise provided by this Act.

(d) The provisions of this section relating to the method of including land in a district without securing the written consent of a city applies only to land within the extraterritorial jurisdiction of a city and does not apply to land within the corporate limits of a city. If the city fails or refuses to grant permission for the inclusion of land in a district or to execute a mutually agreeable contract providing for the water or sanitary sewer service requested within the time limits contained within Subsection (b) or (c) of this section, the applicant may petition the commission for creation of the district or inclusion of the land in a district. The commission shall allow creation or inclusion of the land in a proposed district upon a finding that the city either does not have the reasonable ability to serve or has failed to make a legally binding commitment with sufficient funds available to provide water and wastewater service adequate to serve the proposed development at a reasonable cost to the landowner.

Items 8.8, 8.9 and 8.10

DATE:

September 29, 2021

MUD Petition background Provided by Petitioner :

The landowner has submitted to the City three petitions, two requesting consent to creation of an in-city MUD: one petition includes the 179 acres currently within the City limits; and the second petition includes 575.14 acres currently within the City's ETJ. The third petition eliminates the need for a second MUD in favor of adding the 575.14 acres to the MUD created for the 179 acres.

The landowner intends to use an in-city MUD to help finance infrastructure (water, sewer, roads and drainage) for development of the property. The MUD will also help fund operation and maintenance of the public improvements it owns, including roads.

Using an in-city MUD to finance public improvements provides an opportunity for the City to dedicate its ad valorem tax collections to projects not financed by the MUD. The in-city MUD also provides an opportunity for new development to fund public improvements for new development without spreading those costs to other development or existing City residents.

If the City consents to the creation of one or more in-city MUDs, the landowner and developer will work with their professional team to create the MUD through a TCEQ process. This process and the legal authority that supports it are described on the following pages. The MUD creation process typically takes 9 to 12 months after the MUD creation application is filed with the TCEQ.

If the City Council approves the MUD Consent Resolution for the in-City property, that consent resolution will be included in the MUD creation application filed with the TCEQ.

If the City Council approves the MUD Consent Resolution for the ETJ property, a second in-city MUD could be created.

If, instead, the City Council approves the MUD Consent Resolution for the addition of the ETJ property to the in-city MUD created for the 179 acres, that MUD would then annex the 575.14 acres into that in-city MUD after the land was annexed into the City.

If the City Council does not approve any MUD Consent Resolution, no MUD can be created within the City's corporate limits. The owner could still take advantage of the TLGC 42.042 process to create an ETJ MUD even without city consent, but such a process will add approximately one year to the MUD creation timeline.

1580.039\100512.3

PETITION FOR WRITTEN CONSENT OF CITY TO CREATION OF A MUNICIPAL UTILITY DISTRICT

A municipal utility district ("MUD") is a governmental agency, body politic, and political subdivision of the State of Texas authorized to acquire, construct, finance, own, operate, and maintain water, sanitary sewer, drainage, and flood control facilities, and roads and roadway improvements. MUDs may also provide recreational facilities and fire prevention and suppression improvements. MUDs are subject to the continuing supervision of the Texas Commission on Environmental Quality ("TCEQ"). The general law process for the creation of a MUD is set out in Chapter 54, Texas Water Code, and Subchapter B, Section 293 of the rules of the TCEQ, and involves three essential steps: (i) municipal consent, when applicable; (ii) TCEQ approval; and (iii) confirmation by the voters of the MUD at an election.

No land within the corporate limits or the extraterritorial jurisdiction ("ETJ") of a city shall be included in a MUD unless the city grants its written consent, by resolution or ordinance. The City of McClendon-Chisolm (the "City") has received a Petition from Hodges Ranch Partners, Ltd. ("Landowners") requesting City consent to the creation of a MUD within its corporate limits to consist of 179.05 acres. This tract of land is currently located within the City. The City has also received a Petition from Landowners requesting City consent to the creation of a MUD within its corporate limits to consist of approximately 575.14 acres. While this tract of land is currently located within the City's ETJ, the Petition contemplates that at the date of creation of that MUD or the date the MUD annexes the 575.14 acres, all of such land will be located within the City. These Petitions initiate the process for creation of the MUD.

The process for seeking City consent to creation of an in-city MUD is set out in Section 54.016, Texas Water Code. Creation of an ETJ MUD is governed by Section 42.042, Local Government Code, as well as Section 54.016, Texas Water Code. The request for City consent is most commonly made by petition, signed by a majority in value of the holders of title of the land within the proposed district; describing the boundaries of the district; and stating the general nature of the work proposed to be done, the necessity for the work, and the estimated costs of the project.

The City's consent shall not place any restrictions or conditions on the creation of a district other than those expressly provided in Subsection (e) of Section 54.016. These are generally summarized as follows: a district must construct facilities in accordance with plans approved by the City; the City shall have the right to inspect all facilities being constructed by a district; the City may place restrictions on terms of district bonds and on the sale of district bonds as long as restrictions and conditions don't render bonds unmarketable; and the City may restrict purposes for which a district sells bonds to purposes legally authorized for the district. In addition to all the rights and remedies provided by law, in the event a district violates the terms of the City's written consent, the City shall be entitled to injunctive relief compelling the district to comply with the City's consent.

1580.039\100512.3

Section 54.016, Texas Water Code, does not provide a specific remedy to Landowners in the event the City fails or refuses to grant its consent to creation of a MUD within its corporate limits. This section specifically provides that under no circumstances shall land within the corporate limits of

1580.039\100512.3

the City be included in a district without the written consent, by ordinance or resolution, of the City.

However, if the City fails or refuses to grant its consent to the creation of an ETJ MUD within 90 days from receipt of the Petition, Landowners may petition the City to make available to the land the water or sanitary sewer service contemplated to be provided by the ETJ MUD. If the City and Landowners fail to execute a mutually agreeable contract providing for the water or sanitary sewer service requested within 120 days after receipt of the petition for service, such failure shall constitute authorization for including the land in the ETJ MUD and proceeding with an application to TCEQ for approval of the creation of the ETJ MUD. The TCEQ shall allow creation of the ETJ MUD upon a finding that the City either does not have the reasonable ability to serve or has failed to make a legally binding commitment with sufficient funds available to provide water and wastewater service adequate to serve the proposed development at a reasonable cost to Landowners. Any such commitment by the City shall provide that construction of the facilities necessary to serve the land shall commence within two years and shall be substantially complete within four and one-half years from the date the petition for service was filed with the City.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT ENCOMPASSING APPROXIMATELY 179.05 ACRES OF LAND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of McLendon-Chisholm, Texas (the “City”), is a Type A general law municipal corporation of the State of Texas; and

WHEREAS, Hodges Partnership, LP (the “Owner”), is the owner of approximately 179.05 acres of land located within the corporate limits of the City and described by metes and bounds on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, Section 54.016, Texas Water Code, requires the City’s consent to the inclusion of land in a municipal utility district within (and accordingly creation of such a district within) the City’s corporate limits; and

WHEREAS, on September 24, 2021, the Owner filed a “Petition for Consent to Include Land in a Municipal Utility District” (the “Petition”) with the City Secretary, requesting the City’s consent to the creation of a municipal utility district to cover the Property, a copy of which petition is attached as Exhibit “B”, which provides in part that the District shall be organized under the terms and provisions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended; and

WHEREAS, the Property lies wholly within the corporate limits of the City, and no portion of the Property lies within the corporate limits or extraterritorial jurisdiction of any other municipality.

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

SECTION 1. That all of the above premises are true and correct findings of the City of McLendon-Chisholm City Council, and they are hereby approved and incorporated into this Resolution for all purposes.

SECTION 2. That the City hereby consents to the creation of a municipal utility district (the “District”) covering the Property and the inclusion of the Property within the District, as requested by and more fully described in the Petition. The Mayor or City Manager of the City is hereby authorized and directed to execute from time to time such additional documents, if any, that may be required to evidence the City’s consent and to fulfill the purposes for which the consent is given.

SECTION 3. That the District shall be permitted to exercise all rights, powers and authority granted to municipal utility districts under the general laws of this state, including particularly the Texas Water Code, and the rules of the Texas Commission on Environmental Quality (“TCEQ”) or any other governmental agency having jurisdiction over the District. The City consents to the District’s exercise of road powers under the terms and provisions of Article III, Section 52, of the Texas Constitution and Section 54.234, Texas Water Code.

SECTION 4. That this Resolution and the consent granted hereby shall be effective immediately upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of McLendon-Chisholm, Texas, on the 29th day of September, 2021.

Mayor

ATTEST: City Secretary

City Attorney – Approved as to Form

[CITY SEAL]

EXHIBIT A

LEGAL DESCRIPTION
179.05 ACRE TRACT

1580.039\100514.4

EXHIBIT “B”

PETITION FOR CONSENT TO INCLUDE LAND
IN A MUNICIPAL UTILITY DISTRICT

1580.039\100514.4

PETITION FOR CONSENT TO INCLUDE
LAND IN A MUNICIPAL UTILITY DISTRICT

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

The undersigned, hereinafter called "Petitioner", being the holder of title to a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of Rockwall County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petitions for the inclusion of land in a municipal utility district, hereinafter called the "District." In support of this petition for consent to include said lands within the District, Petitioner shows as follows:

I.

The name of the District will be ROCKWALL COUNTY MUNICIPAL UTILITY DISTRICT NO. 10.

II.

The area of the land to be included in the District contains 179.05 acres, more or less, and lies wholly within Rockwall County, Texas. All of said area is within the corporate limits of the City of McLendon-Chisholm and is not within the corporate limits or extraterritorial jurisdiction of any other municipality.

III.

The land sought to be included within the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

IV.

There is no holder of any lien on the land sought to be included within the area of the District.

V.

The District will be created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas and Chapters 49 and 54 of the Texas Water Code, as amended. The purposes of and the general nature of the work proposed to be done by the District shall be:

(A) the purchase, construction, acquisition, repair, improvement and extension inside or outside the District's boundaries of land, easements, works, improvements, facilities, plants, equipment and appliances (including the financing of same) necessary to:

(1) provide a water supply for municipal uses, domestic uses and commercial purposes;

(2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state; and

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;

(B) the payment of District organization expenses, operational expenses during construction and interest during construction;

(C) under the authority of Article III, Section 52, Texas Constitution, the design, acquisition, construction, financing, operation and maintenance of a road or any improvement in aid thereof; and

(D) the provision of such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law, including but not limited to facilities designed or utilized to perform fire-fighting services, purchase interests in land and purchase, construct, acquire, improve, extend, maintain and operate improvements, facilities and equipment for the purpose of providing parks and recreational facilities.

VI.

There is a necessity for the improvements above described for the following reasons: The area of the District is urban or suburban in nature, is within the growing City of McLendon-Chisholm, and is in close proximity to populous and developed sections of Rockwall County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Said area is not supplied with adequate water and sanitary sewer facilities and services or with adequate drainage facilities and does not have adequate fire suppression facilities, parks and recreational land and facilities or roads. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of an adequate water supply and sewage disposal system, an adequate drainage system for and within the area of the District, adequate fire suppression facilities, adequate parks and recreational land and facilities, and roads.

A public necessity exists for the organization of such District to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system, such drainage facilities, such fire suppression facilities, parks and recreational land and facilities, and roads, in order to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioner requests consent for the inclusion of the aforesaid lands in a municipal utility district.

VIII.

It is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$27,493,000.

[Execution Page Follows]

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of McLendon-Chisholm give its written consent to the inclusion of the aforesaid land in said District.

Dated this 24 day of Sept., 2021.

"PETITIONER"

HODGES RANCH PARTNERS, LTD., a Texas limited partnership

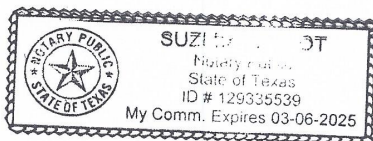
By: HODGES RANCH MANAGEMENT, LLC, a Texas limited liability company, its general partner

By: Warren J. Hodges
Name: Warren Hodges
Title: Managing Partner

THE STATE OF TEXAS §
COUNTY OF Rockwall §

This instrument was acknowledged before me on this the 24 day of Sept., 2021, by Warren Hodges, Managing Partner of Hodges Ranch Management, LLC, as general partner of Hodges Ranch Partners, Ltd.

(SEAL)



Doug Baneford
Notary Public in and for
the State of Texas

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MCLENDON-CHISHOLM, TEXAS, CONSENTING TO THE ADDITION
OF 575.14 ACRES OF LAND TO A MUNICIPAL UTILITY DISTRICT
LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY; AND
PROVIDING AN EFFECTIVE DATE THEREOF.**

WHEREAS, the City of McLendon-Chisholm, Texas (the “City”), is a Type A general law municipal corporation of the State of Texas; and

WHEREAS, on even date hereof, the City adopted Resolution No. _____ consenting to the creation of a municipal utility district encompassing 179.05 acres of land located within the corporate limits of the City (“District”). The District shall be organized under the terms and provisions of Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended; and

WHEREAS, Hodges Ranch Partners, Ltd. (the “Owner”), is the owner of approximately 575.14 acres of land located within the extraterritorial jurisdiction of the City and described by metes and bounds on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, on or about September 24, 2021, the Owner filed with the City Secretary a “Petition for Consent to Include Additional Land in a Municipal Utility District” (the “Petition”) relative to the “Property”; and

WHEREAS, the Petition was signed by the owner of the Property; and the Petition requests the City’s consent to the addition of the Property to the District subsequent to the creation of the District and further provided that the Property is located within the corporate limits of the City at the time of its addition to and inclusion in the District, and a copy of the Petition is attached hereto as Exhibit “B”; and

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

SECTION 1. That all of the above premises are true and correct findings of the City of McLendon-Chisholm City Council, and they are hereby approved and incorporated into this Resolution for all purposes.

SECTION 2. That the City hereby consents to the addition of the Property to the District subsequent to the creation of the District and provided that the Property is located within the corporate limits of the City at the time of its addition to and inclusion in the District, and that the Mayor or City Manager of the City is hereby authorized and directed to execute from time to time such additional documents, if any, that may be required to evidence the City’s consent and to fulfill the purposes for which the consent is given.

SECTION 3. That this Resolution and the consent granted hereby shall be effective immediately upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of McLendon-Chisholm, Texas, on the 29th day of September, 2021.

Mayor

ATTEST: City Secretary

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

1580.039\100559.2

EXHIBIT “B”

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN DISTRICT

1580.039\100559.2

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND
IN A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

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

Hodges Ranch Partners, Ltd., being the holder of title to a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the Central Appraisal District of Rockwall County, Texas ("Petitioner"), acting pursuant to the provisions of Section 54.016, Texas Water Code, respectfully petitions the City of McLendon-Chisholm (the "City") for consent to include additional land in a municipal utility district to be located within its corporate limits. In support of this petition, Petitioner shows as follows:

I.

Contemporaneously with the filing of this Petition, Petitioner has filed with the City a petition for the creation of a municipal utility district encompassing approximately 179.05 acres of land located within the corporate limits of the City (the "District"). The District is to be organized under the terms and provisions of Article XVI, Section 59, of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended. The Petitioner is the sole owner and holder of fee simple title to the land sought to be added to the District, as indicated by the tax rolls of the Central Appraisal District of Rockwall County, Texas. Petitioner represents and warrants that there are no holders of liens against said land.

II.

The land sought to be added to the District contains approximately 575.14 acres and lies wholly within Rockwall County, Texas. No part of said approximately 575.14 acres is within the corporate limits of any incorporated city or town. Under the provisions of Section 42.001 *et seq.*, Texas Local Government Code, as amended, said area is within the extraterritorial jurisdiction of the City and is not within such jurisdiction of any other city or town.

III.

The land sought to be added to the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

IV.

The general nature of the work proposed to be done in the area sought to be added to the District shall be:

(A) the purchase, construction, acquisition, repair, improvement and extension inside or outside the District's boundaries of land, easements, works, improvements, facilities, plants, equipment and appliances (including the financing of same) necessary to:

- (1) provide a water supply for municipal uses, domestic uses and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state; and
- (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District; and

(B) under the authority of Article III, Section 52, Texas Constitution, the design, acquisition, construction, financing, operation and maintenance of a road or any improvement in aid thereof.

V.

There is a necessity for the improvements above described for the following reasons. The area of the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Rockwall County. The land sought to be added to the District is not supplied with adequate water, sanitary sewer and drainage facilities and services, and does not have adequate fire suppression facilities, parks and recreational land and facilities or roads. Nor is it presently economically feasible for such facilities to be provided to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require the installation and acquisition of an adequate water supply and sewage disposal system, an adequate drainage system for and within the land sought to be added to the District, adequate fire suppression facilities, adequate parks and recreational land and facilities, and roads. A public necessity exists for the addition of the aforesaid lands to the District in order to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage facilities, adequate fire suppression facilities, adequate parks and recreational land and facilities, and roads so as to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

Petitioner requests consent for the inclusion of the aforesaid lands into the District

subsequent to the creation of the District and further provided that such land is located within the City's corporate limits at the time of its addition to and inclusion in the District.

VII.

It is estimated by the Petitioner, from such information as is available at this time, that the development contemplated within the proposed area to be added to and included in the District will be approximately \$135,000,000.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of McLendon-Chisholm give its consent to the inclusion of the aforesaid land in said District.

[Execution Page Follows]

Dated this the 24th day of September, 2021.

HODGES RANCH PARTNERS, LTD., a Texas
limited partnership

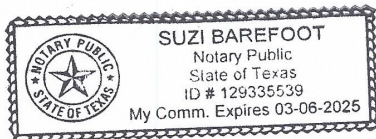
By: HODGES RANCH MANAGEMENT,
LLC, a Texas limited liability company,
its general partner

By: Warren J. Hodges
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF Rockwall §

This instrument was acknowledged before me on this the 24 day of Sept.,
2021, by Warren Hodges, Managing Partner of Hodges Ranch Management,
LLC, as general partner of Hodges Ranch Partners, Ltd.

(SEAL)



Suzi Barefoot
Notary Public in and for
the State of Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT ENCOMPASSING APPROXIMATELY 575.14 ACRES OF LAND TO BE LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of McLendon-Chisholm, Texas (the “City”), is a Type A general law municipal corporation of the State of Texas; and

WHEREAS, Hodges Ranch Partners, Ltd. (the “Owner”), is the owner of approximately 575.14 acres of land currently located within the extraterritorial jurisdiction of the City and described by metes and bounds on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, Section 54.016, Texas Water Code, requires the City’s consent to the inclusion of land in a municipal utility district within (and accordingly creation of such a district within) the City’s extraterritorial jurisdiction or corporate limits; and

WHEREAS, on September 24, 2021, the Owner filed a “Petition for Consent to Include Land in a Municipal Utility District” (the “Petition”) with the City Secretary, requesting the City’s consent to the creation of a municipal utility district (the “District”) within the corporate limits of the City to cover the Property, a copy of which petition is attached as Exhibit “B”, which provides in part that the District shall be organized under the terms and provisions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended; and

WHEREAS, the Property currently lies wholly within the extraterritorial jurisdiction of the City, and no portion of the Property lies within the corporate limits or extraterritorial jurisdiction of any other municipality; however, as indicated in the Petition, at the time of creation of the District, the Property is expected to be located wholly within the corporate limits of the City.

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

SECTION 1. That all of the above premises are true and correct findings of the City of McLendon-Chisholm City Council, and they are hereby approved and incorporated into this Resolution for all purposes.

SECTION 2. That the City hereby consents to the creation of a municipal utility district (the “District”) covering the Property and the inclusion of the Property within the District, as requested by and more fully described in the Petition. The Mayor or City Manager of the City is

hereby authorized and directed to execute from time to time such additional documents, if any, that may be required to evidence the City's consent and to fulfill the purposes for which the consent is given. Such consent shall be effective as to the Property provided that the Property is located wholly within the corporate limits of the City at the time of creation of the District.

SECTION 3. That the District shall be permitted to exercise all rights, powers and authority granted to municipal utility districts under the general laws of this state, including particularly the Texas Water Code, and the rules of the Texas Commission on Environmental Quality ("TCEQ") or any other governmental agency having jurisdiction over the District. The City consents to the District's exercise of road powers under the terms and provisions of Article III, Section 52, of the Texas Constitution and Section 54.234, Texas Water Code.

SECTION 4. That this Resolution and the consent granted hereby shall be effective immediately upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of McLendon-Chisholm, Texas, on the 29th day of September, 2021.

Mayor

ATTEST: City Secretary

City Attorney – Approved as to Form

[CITY SEAL]

EXHIBIT A

LEGAL DESCRIPTION
575.14 ACRE TRACT

1580.039\100516.4

EXHIBIT “B”

PETITION FOR CONSENT TO INCLUDE LAND
IN A MUNICIPAL UTILITY DISTRICT

1580.039\100516.4

PETITION FOR CONSENT TO INCLUDE
LAND IN A MUNICIPAL UTILITY DISTRICT

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

The undersigned, hereinafter called "Petitioner", being the holder of title to a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of Rockwall County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petitions for the inclusion of land in a municipal utility district, hereinafter called the "District." In support of this petition for consent to include said lands within the District, Petitioner shows as follows:

I.

The name of the District will be ROCKWALL COUNTY MUNICIPAL UTILITY DISTRICT NO. 11.

II.

The area of the land to be included in the District contains 575.14 acres, more or less, and lies wholly within Rockwall County, Texas. At the date of this Petition, all of said area is within the extraterritorial jurisdiction of the City of McLendon-Chisholm and is not within the corporate limits or extraterritorial jurisdiction of any other municipality. At the date of creation of the District, all of said land is expected to be located within the corporate limits of the City of McLendon-Chisholm.

III.

The land sought to be included within the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

IV.

There is no holder of any lien on the land sought to be included within the area of the District.

V.

The District will be created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas and Chapters 49 and 54 of the Texas Water Code, as amended. The purposes of and the general nature of the work proposed to be done by the District shall be:

(A) the purchase, construction, acquisition, repair, improvement and extension inside or outside the District's boundaries of land, easements, works, improvements, facilities, plants, equipment and appliances (including the financing of same) necessary to:

(1) provide a water supply for municipal uses, domestic uses and commercial purposes;

(2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state; and

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;

(B) the payment of District organization expenses, operational expenses during construction and interest during construction;

(C) under the authority of Article III, Section 52, Texas Constitution, the design, acquisition, construction, financing, operation and maintenance of a road or any improvement in aid thereof; and

(D) the provision of such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law, including but not limited to facilities designed or utilized to perform fire-fighting services; purchase interests in land and purchase, construct, acquire, improve, extend, maintain and operate improvements, facilities and equipment for the purpose of providing parks and recreational facilities.

VI.

There is a necessity for the improvements above described for the following reasons: The area of the District is urban or suburban in nature, is within the growing environs of City of McLendon-Chisholm, and is in close proximity to populous and developed sections of Rockwall County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Said area is not supplied with adequate water and sanitary sewer facilities and services or with adequate drainage facilities and does not have adequate fire suppression facilities, parks and recreational land and facilities or roads. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of an adequate water supply and sewage disposal system, an adequate drainage system for and within the area of the District, adequate fire suppression facilities, adequate parks and recreational land and facilities, and roads.

A public necessity exists for the organization of such District to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system, such drainage facilities, such fire suppression facilities, parks and

recreational land and facilities, and roads, in order to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioner requests consent for the inclusion of the aforesaid lands in a municipal utility district within the corporate limits of the City of McLendon-Chisholm.

VIII.

It is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$135,000,000.

[Execution Page Follows]

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of McLendon-Chisholm give its written consent to the inclusion of the aforesaid land in said District.

Dated this 24 day of Sept, 2021.

"PETITIONER"

HODGES RANCH PARTNERS, LTD., a Texas limited partnership

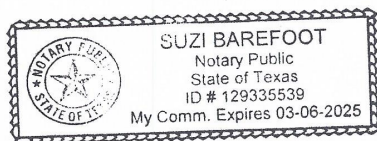
By: HODGES RANCH MANAGEMENT, LLC, a Texas limited liability company, its general partner

By: Warren Hodges
Name: Warren Hodges
Title: Managing Partner

THE STATE OF TEXAS §
COUNTY OF Rockwall §

This instrument was acknowledged before me on this the 24 day of Sept, 2021, by Warren Hodges, Managing Partner of Hodges Ranch Management, LLC, as general partner of Hodges Ranch Partners, Ltd.

(SEAL)



Suzi Barefoot
Notary Public in and for
the State of Texas

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND
IN A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

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

Hodges Ranch Partners, Ltd., being the holder of title to a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the Central Appraisal District of Rockwall County, Texas ("Petitioner"), acting pursuant to the provisions of Section 54.016, Texas Water Code, respectfully petitions the City of McLendon-Chisholm (the "City") for consent to include additional land in a municipal utility district to be located within its corporate limits. In support of this petition, Petitioner shows as follows:

I.

Contemporaneously with the filing of this Petition, Petitioner has filed with the City a petition for the creation of a municipal utility district encompassing approximately 179.05 acres of land located within the corporate limits of the City (the "District"). The District is to be organized under the terms and provisions of Article XVI, Section 59, of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended. The Petitioner is the sole owner and holder of fee simple title to the land sought to be added to the District, as indicated by the tax rolls of the Central Appraisal District of Rockwall County, Texas. Petitioner represents and warrants that there are no holders of liens against said land.

II.

The land sought to be added to the District contains approximately 575.14 acres and lies wholly within Rockwall County, Texas. No part of said approximately 575.14 acres is within the corporate limits of any incorporated city or town. Under the provisions of Section 42.001 *et seq.*, Texas Local Government Code, as amended, said area is within the extraterritorial jurisdiction of the City and is not within such jurisdiction of any other city or town.

III.

The land sought to be added to the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

IV.

The general nature of the work proposed to be done in the area sought to be added to the District shall be:

(A) the purchase, construction, acquisition, repair, improvement and extension inside or outside the District's boundaries of land, easements, works, improvements, facilities, plants, equipment and appliances (including the financing of same) necessary to:

- (1) provide a water supply for municipal uses, domestic uses and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state; and
- (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District; and

(B) under the authority of Article III, Section 52, Texas Constitution, the design, acquisition, construction, financing, operation and maintenance of a road or any improvement in aid thereof.

V.

There is a necessity for the improvements above described for the following reasons. The area of the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Rockwall County. The land sought to be added to the District is not supplied with adequate water, sanitary sewer and drainage facilities and services, and does not have adequate fire suppression facilities, parks and recreational land and facilities or roads. Nor is it presently economically feasible for such facilities to be provided to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require the installation and acquisition of an adequate water supply and sewage disposal system, an adequate drainage system for and within the land sought to be added to the District, adequate fire suppression facilities, adequate parks and recreational land and facilities, and roads. A public necessity exists for the addition of the aforesaid lands to the District in order to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage facilities, adequate fire suppression facilities, adequate parks and recreational land and facilities, and roads so as to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

Petitioner requests consent for the inclusion of the aforesaid lands into the District

subsequent to the creation of the District and further provided that such land is located within the City's corporate limits at the time of its addition to and inclusion in the District.

VII.

It is estimated by the Petitioner, from such information as is available at this time, that the development contemplated within the proposed area to be added to and included in the District will be approximately \$135,000,000.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of McLendon-Chisholm give its consent to the inclusion of the aforesaid land in said District.

[Execution Page Follows]

Dated this the 29th day of September, 2021.

HODGES RANCH PARTNERS, LTD., a Texas
limited partnership

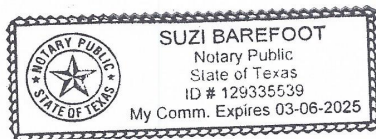
By: HODGES RANCH MANAGEMENT,
LLC, a Texas limited liability company,
its general partner

By: Warren J. Hodges
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF Rockwall §

This instrument was acknowledged before me on this the 24 day of Sept.,
2021, by Warren Hodges, Managing Partner of Hodges Ranch Management,
LLC, as general partner of Hodges Ranch Partners, Ltd.

(SEAL)



Suzi Barefoot
Notary Public in and for
the State of Texas



DAVIDSON
TROILO
REAM
GARZA PC
ATTORNEYS AT LAW

JOHN W. DAVIDSON ARTHUR TROILO (1931-2020) CHEREE TULL KINZIE R. GAINES GRIFFIN RICHARD E. HETTINGER
PATRICK W. LINDNER LEA A. REAM FRANK J. GARZA JAMES C. WOO DAVID R. RANGEL R. JO RESER
PAUL M. GONZÁLEZ STEVEN M. PEÑA SCOTT J. SMYTH JESSIE LOPEZ RICHARD E. LINDNER
ARTHUR C. TROILO III NICONDRA CHARGOIS-ALLEN BETSY J. JOHNSON MOLLY G. SOLIS
HEATHER R. STARLING AUSTIN R. BECK JUSTIN J. NAIL E. SPENCER NEALY CHELSEA N. AMEN
OF COUNSEL TERRY TOPHAM

pgonzalez@dtrglaw.com

August 27, 2021

Via email (mayor@mclendonchisholm.com) only:

City of McLendon-Chisholm
Attn: Hon. Keith Short, Mayor
City Hall
1371 West FM 550
McLendon-Chisholm, TX 75032

Re: Engagement Letter and Fee Agreement

Dear Mayor Short:

The law firm of Davidson, Troilo, Ream & Garza, PC would be pleased to serve as special counsel for the City of McLendon-Chisholm, Texas ("City"). In this capacity, we will advise the City regarding the expansion of its water system to include facilities and service area presently owned by and certificated to RCH Water Supply Corporation ("RCH"), including the preparation of one or more agreements and applications before the Public Utility Commission of Texas ("PUC"), with an ultimate goal of serving a planned 2500 unit residential mixed-use development project that extends from within the corporate limits of the City and its extraterritorial jurisdiction, to adjacent unincorporated area of Rockwall County, Texas (the "Development").

You can expect us to give your legal needs prompt attention and to keep you informed of all significant developments. We will send you copies of correspondence, memoranda, pleadings, and other documents related to the services we perform for you, and we suggest that you keep them in your permanent files. We accept employment as your attorneys in these matters on the following terms:

Associated Representation and Potential Conflicts of Interest

It is our understanding that the City may provide a copy of this fee letter to Huffines Communities, Inc. ("Huffines") and that both parties have agreed (or will agree) that Huffines will pay legal fees and expenses incurred in the representation of the City as provided herein, subject to an agreement between the City and Huffines addressing potential reimbursement to Huffines by the City. While the firm was asked to provide a sample of such agreement to both (attached), the firm cannot and will not represent either in the negotiation and execution of the finalized agreement: each party will engage its own legal counsel, as deemed appropriate.

MAINTAINING A TRADITION OF TEXAS VALUES SINCE 1962

601 NW LOOP 410, SUITE 100 SAN ANTONIO, TX 78216-5511 T 210.349.6484 F 210.349.0041 DTRGLAW.COM

280652

Hon. Keith Short, Mayor
City of McLendon-Chisholm
August 27, 2021
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In addition, because the City and Huffines are aligned in seeking release from the RCH service territory and the establishment of service by the City for the Development, the City and Huffines each consent to representation by the firm of the other party as to any separate proceedings that may be required in order to effectuate the shared objective of establishing City service to the Development. The purpose of this paragraph, which will be included in the engagement letter of each party, is to confirm that both the City and Huffines are aware that the firm will represent both clients jointly as described herein.

Huffines and the City acknowledge that they may disagree about how to proceed with the matter, including that they may disagree about whether to settle any particular proceeding. Although, Huffines and the City recognize the potential conflict, upon discovery of such a conflict, the firm will promptly inform the parties of such conflict. If Huffines and the City are unable to reach a mutually acceptable resolution to the conflict, or if the conflict is not waived by both parties, the firm will advise the parties of potential and recommended next course of action or withdraw as counsel.

As you know, this firm represents other entities within Rockwall County, including the cities of Rockwall and Terrell, in addressing retail and wholesale water matters. As noted previously in our conversations, at present we see no conflict of interest between the City, Huffines and these other firm clients. Upon discovery of a potential conflict, the firm will promptly inform Huffines and the City of such conflict. Given this firm's longstanding relationship with pre-existing clients, should a non-waivable conflict of interest arise or should Huffines and the City refuse to waive otherwise waivable conflict of interest, the firm would withdraw from its representation of Huffines and the City in this matter and continue its representation of its pre-existing clients.

By executing the agreements to engage this firm's services, each signatory, Huffines or the City, confirms that it has been informed of the potential for a conflict of interest to arise, and agrees to waive any potential conflict of interest that may arise by the firm representing both Huffines and the City. This waiver includes any foreseeable conflict that may arise throughout the course of the representation and is intended to comply with Texas Rules of Disciplinary Professional Conduct 1.06, 1.07, and any other applicable rules.

Legal Fees

Our fees for professional services are charged at hourly rates depending upon experience and special expertise. My services are \$325 per hour, and I will be your primary contact. Services that Patrick Lindner performs will be at a rate of \$375.00 per hour based upon his forty years plus experience dealing with these types of matters. Other attorneys and legal assistants may assist us and their work will be performed at their standard hourly rate at the time the service is rendered. These rates are subject to annual increase or adjustment, upon written notice to you.

Hon. Keith Short, Mayor
City of McLendon-Chisholm
August 27, 2021
Page 3

Hourly rates are calculated from time spent participating in office and telephone conferences, drafting and reviewing legal documents and correspondence, conducting legal research, attending hearings and meetings, filing documents, and other similar services, depending on the nature of the particular matter we are handling for you.

Third Party Fees

Invoices received for services of court reporters, experts, title companies, surveyors, appraisers, and other third parties will be forwarded to you for payment.

Payment

Unless we have an agreement otherwise, the firm will bill you monthly for services rendered and expenses incurred in your behalf, and such invoices are payable upon receipt. We recognize that the City currently does not have funds to pay us directly and will not have those funds until proceeds of property taxes and net revenue from utility services become available. We understand that the City intends to submit our bills to Huffines, the developer, for payment by the developer, with the further understanding that the City will reimburse the developer for these and other advances pursuant to a separate agreement between the City and Huffines.

Interest on Past-Due Statements

Statements for legal fees and expenses that are unpaid after thirty (30) days will bear interest from the thirty-first (31st) day from the date of statement until paid at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less. Our acceptance of payments after thirty (30) days is not an agreement on our part to continue to provide legal services if fees and expenses become substantially in arrears.

Withdrawal as Counsel

We are not required to perform any further work if we do not receive timely payment of fees and expenses (including bills for expenses received from third parties). If such nonpayment occurs, we may move to withdraw as counsel in any case where we have made an appearance on your behalf, and you will promptly execute any required motions to withdraw. In any event, Davidson, Troilo, Ream & Garza, a Professional Corporation, is entitled to the fees and expenses that have been incurred up to the date of withdrawal, plus all fees and expenses incurred in assisting the transition to substitute counsel.

Hon. Keith Short, Mayor
City of McLendon-Chisholm
August 27, 2021
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Retained Files

It is our policy to retain client files for five (5) years following the conclusion of our representation. After five years, we may discard the contents of your file without further notice. Upon conclusion of our representation, we will return any original documents you provided to us.

Listing Clients

The firm has listings of major clients in several legal publications and is sometimes asked to reveal our major clients to the press. Unless you instruct us otherwise, we appreciate your approval to list your company as a client.

Confidentiality

We maintain strict confidentiality of all client records.

State Bar of Texas Notice

We are attorneys licensed by the State Bar of Texas. The State Bar requires that we advise you as follows:

The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel; will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.

[Remainder of page intentionally blank]

Hon. Keith Short, Mayor
City of McLendon-Chisholm
August 27, 2021
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If the City Council finds this letter of engagement acceptable, please ask the appropriate official to sign the enclosed copy in the space provided and return a signed original to my attention.

Sincerely yours,



Paul M. González
For the Firm

PMG/lg

ACCEPTED AND APPROVED:

CITY OF MCLENDON-CHISHOLM, TEXAS

By: _____

Name: _____

Title: _____

Enclosure: draft sample reimbursement agreement

Copy to: Lisa Palomba, City Administrator

Via email (CityAdministrator@mclendon-chisholm.com)



City of McLendon-Chisholm

Discussion and action regarding consideration on an Ordinance amending the Master Fee Schedule. (Requested by Palomba)

DATE:

September 29, 2021

BACKGROUND OF ISSUE:

City Staff reviews the fee schedule annually. This year the City can no longer charge a registration fee for mechanical contractors, the fence permit was increased to cover the cost of an inspection, the sewer rate was increased following the suggested rates from the last sewer rate study amounting to an increase of \$3.03, pass thru engineering and evaluation fees were already being charged as pass thru fees but this was added to the schedule for clarification for commonly requested items and the community room fees were added to the schedule as well.

FINANCIAL IMPACT: The approved FY 21-22 projected utility budget revenue includes the proposed rate increase for monthly sewer services.

RECOMMENDATION:

Approval recommended.

Lisa Palomba
City Administrator

**CITY OF McLENDON-CHISHOLM
ORDINANCE NO. 2021-_____**

AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AMENDING SECTION 3.01.001 OF ARTICLE 3.01 OF CHAPTER 3, “BUILDING REGULATIONS,” OF THE CODE OF ORDINANCES BY AMENDING THE FEE SCHEDULE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council of the City of McLendon-Chisholm, Texas (“City”) to protect the public health, safety and welfare of the citizens of the City and safeguard the finances of the City; and

WHEREAS, the City is authorized to impose and collect fees relating to activities regulated by the City and the City Council may amend the related fee schedule to reflect current costs incurred by the City resulting from administering such regulations; and

WHEREAS, the City Council finds that the fee schedule attached to this Ordinance as Exhibit A and incorporated herein levies fees that have a rational and reasonable relationship to actual costs incurred by the City for the related activities and that the fees are reasonably necessary for the administration of the activity for which the fees are charged.

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

SECTION 1. The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct, constitute findings and determinations by the City Council acting in its legislative capacity and are incorporated herein.

SECTION 2. That Section 3.01.001(a) of Article 3.01 “General Provisions,” of Chapter 3 “Building Regulations,” is hereby amended for the sole purpose of repealing the current Exhibit A fee schedule and replacing it with the Exhibit A fee schedule attached to this Ordinance, which fees shall be effective, and shall be assessed, from and after the effective date of this Ordinance.

SECTION 3. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this Ordinance, to the extent of such conflict, be and the same are hereby repealed and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

*Ordinance No. 2021-
Approved 09.29.2021*

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 6. This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED and APPROVED by the City Council of the City of McLendon-Chisholm, Texas, on the 29th day of September, 2021.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

City of McLendon-Chisholm Master Fee Schedule

Exhibit A
Ordinance 2021-
Effective October 1, 2021

Miscellaneous Fees

Fence Permit	\$50 <u>125 (includes inspection)</u>
Mechanical Permits (HVAC)	\$100 Plus \$75 Inspection <u>\$175</u>
Plumbing Permit	\$100 Plus \$75 Inspection <u>\$175</u>
Electrical Permit	\$100 Plus \$75 Inspection <u>\$175</u>
Commercial Certificate of Occupancy	\$150
Credit Card Fee	5%
Sewer Tap Fee	\$3,000
Sewer Customer Deposit	\$135 (\$110 Refundable)
Sewer Monthly Fee	\$60.64 <u>\$63.67</u>
Contractor Registration (Other than plumbing, & electrical, and mechanical)	\$100
Contractor Registration Plumbing, <u>electrical and mechanical</u> & Electrical	\$0
OSSF Permit Fee	\$500
Resubmittal OSSF Fee	\$100
Pool Installation OSSF Review Fee (No inspection)	\$50
OSSF Modification Fee	\$200
Solicitor's Permit	\$100 (up to 4 individuals) \$25 for each additional person
<u>Engineer Drainage Evaluation</u>	<u>Pass thru fee without markup</u>
<u>Engineer Floodplain letter</u>	<u>Pass thru fee without markup</u>
<u>Community Room Set Up Fee</u>	<u>\$50 for Table & Chair Set Up/Take Down</u>
<u>Community Room Reservation (residents only)</u>	<u>\$200 deposit -returned if room left in good order</u>

Food Establishment Permit Fees

Temporary Establishment	\$50
Food Establishment	\$300
Catering Truck	\$300

Day Care Facility	\$300
Grocery Store (Per Outlet)	\$300
Limited Service	\$300
Additional Inspections Required	\$100
Season Events	\$150
Prepackaged Food and Beverage	\$150

Continued on Next Page

Building Permit Fees Commercial/Non-Residential

(All Building Permit Applications Subject to a Plan Review Fee)

Total Valuation	Fee
\$1-\$5,000	Actual Inspection Charges Plus \$50
\$5,000 to \$249,999	Actual Inspection Charges Plus 1.00% of Valuation Rounded up to Next \$1,000
\$250,000 to \$449,999	Actual Inspection Charges Plus 1.050% of Valuation Rounded up to Next \$1,000
\$450,000 to \$649,999	Actual Inspection Charges Plus 1.075% of Valuation Rounded up to Next \$1,000
\$650,000 to \$849,999	Actual Inspection Charges Plus 1.10% of Valuation Rounded up to Next \$1,000
\$850,000 to \$9,999,999	Actual Inspection Charges Plus 1.25% of Valuation Rounded up to Next \$1,000
Over \$1,000,000	Actual Inspection Charges Plus 1.150% of Valuation Rounded up to Next \$1,000

Residential Building Permits

(All Building Permit Applications Subject to a Plan Review Fee)

Residential New Construction/Remodel	\$1.17 Per Square Foot Plus Inspection Fees (Includes Total Square Footage living, garages, porches, etc.)
Residential Minor Construction Projects	\$0.59 Per Square Foot Plus Inspection Fees (Porch Addition, Patio Covers, garages, non-habitable living space, etc.)
Swimming Pools	\$200 plus Inspection Fees

Plan Review Fees (Fees are not applied toward Building Permits)

Commercial New Construction	2% of Valuation (\$500 minimum) Paid at time of submittal
Residential New Construction	\$125 Paid at Time of Submittal
Other Residential Projects Including Pools	\$75

Development Fees**

Application and Process Fees Only

Plat Fees**

ETJ Preliminary/Final Plat	Same as All City Fees. May also require review by Rockwall County and be subject to County Fees.
Preliminary Plat	\$175 per lot Plus \$10 per acre (Acreage rounded to the next whole number) Plus all Consultant Costs
Final Plat	\$150 per lot Plus \$10 per acre (Acreage rounded to the next whole number) Plus all Consultant Costs
Replat/Amended Plat	\$150 per lot Plus \$10 per acre (Acreage rounded to the next whole number) Plus all Consultant Costs.

Zoning Related Fees**

Zoning Change Request	\$600 Plus \$10 Per Acre Plus all Consultant Costs
Zoning Board of Adjust Request	\$400 Plus All Consultant Costs
Special Use Permit	\$400 Plus all Consultant Costs

**Please consult the City of McLendon-Chisholm Code of Ordinances for subdivision and zoning projects prior to submitting an application. All land use projects begin by contacting City Staff at 972-524-2077.

**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 half-hour complementary professional consultations with the City Planner and/or City Engineer for small projects. The complimentary consultations will be arranged by City Staff. Limit of one complementary consultation per property per year.

The applicant must pay the actual fee (very small and simple projects) or deposit the estimated fee with the City prior to the consultants beginning work on an application. Should the actual consultant costs exceed the estimate, the applicant will be required to deposit additional funds with the City before work on a project continues. Unused deposit funds will be refunded to an applicant within 60 days of project end.

**All Consulting Costs include City Planner, City Engineer, Legal Fees and any other outside consultant costs incurred by the City. A request will not be scheduled for an agenda until all outstanding fees are current.

Fire Permit Fees and Misc. Fees

Permits (Construction & Operational)	
Permit Description	Fee
Automatic Fire Extinguishing Systems	
1. New Install	3rd party plan review*
2. Modification to Existing System	
a. Less than 20 heads	No permit needed
b. 20 or more heads, modifications alterations/modifications to the system risers, and/or special applications (i.e. water curtains).	3rd party plan review*
3. Kitchen Hood & Duct	1 st page: \$150, each additional page \$100
4. Special Hazard (clean agent, dry chem, etc.)	3rd party plan review*
Battery System	
New Install & modifications	3rd party plan review*
Outdoor Burn	
1. Commercial/Residential Burn Permit	\$25 review fee per residential burn permit \$150 review fee per commercial burn permit
Carbon Dioxide Systems (beverage dispensing)	
New Install & modifications	3rd party plan review*
Compressed Gases	
New Install & modifications	3rd party plan review*
Cryogenic Fluids	
New Install & modifications	3rd party plan review*
Electronic Access Control Systems	
New Install & modifications	1 st page: \$150, each additional page \$100
Emergency Responder Radio Coverage System	
New Install & modifications	3rd party plan review*
Fire Alarm and Detection Systems and related equipment	
1. New Install	3rd party plan review*
2. Modification to Existing System	
a. Less than 20 devices	1 st page: \$150, each additional page \$100

b. 20 or more devices	3rd party plan review*
c. Panel Replacement	1 st page: \$150, each additional page \$100

d. Minor notification device modifications (such as adding horn/strobe for fire sprinkler monitoring or expanded notification coverage with less than 10 devices added)	No permit needed
Fire Pump and related equipment	
New Install & modifications	3rd party plan review*
Fireworks	
1. Fireworks/Pyro – Outdoor Shows	\$50
Flammable and Combustible Liquids	
New Install & modifications	3rd party plan review*
Gates and Barricades (across fire apparatus access roads)	
New Install & modifications	No Fee
Hazardous Materials	
New Install & modifications	3rd party plan review*
High-Piled Storage	
New Install & modifications	3rd party plan review*
Industrial Ovens	
New Install & modifications	3rd party plan review*
LP-gas	
New Install & modifications	No Fee
Model Rocketry	
Per Event	No Fee
Private Fire Hydrants	
New Install & modifications	3rd party plan review*
Smoke Control or Smoke Exhaust Systems	
New Install & modifications	3rd party plan review*

Solar Photovoltaic Power Systems	
New Install & modifications	3rd party plan review*
Spraying and Dipping	
New Install & modifications	3rd party plan review*
Standpipe Systems	
New Install & modifications	3rd party plan review*
Tanks	
Underground Tanks	
New Install & modifications	1 st page: \$150, each additional page \$100
Aboveground Tanks	
New Install & modifications	1 st page: \$150, each additional page \$100
Temporary (Construction Site) Tanks	
New Install & modifications	No Fee
Removal of Tank	No Fee
Temporary Membrane Structures and Tents	
New Install & modifications	No Fee
Traffic Calming Devices (Speed Humps)	
New Install & modifications	No Fee
Two-Way Communication System	
New Install & modifications	1 st page: \$150, each additional page \$100
Underground Fire Service Systems	
New Install & modifications	1 st page: \$150, each additional page \$100
Others	
All other Construction or Operational permits not specifically listed above (See IFC 105.6 and 105.7)	No Fee, 1 st page: \$150, each additional page \$100, or 3rd party plan review*, as determination by Fire Code Official

*\$5 Administrative Fee for all permits requiring 3rd Party Plan Review

*Permits requiring 3rd Party Review, if reviewed in house, 1st page: \$150, each additional page \$100

Miscellaneous Fees	
Fee Description	Fee
Inspections	
Home Occupancy Inspection Fee	\$75.00
Outside of Normal Business Hours	\$75.00 per hour (min of 2 hrs.)
Re-inspection fee The re-inspection fee would be assessed after 2 failed inspection to which a permit was issued.	\$75.00
Fire Watch	
1. Per Fire Service Personnel	\$50.00 per hour (min of 2 hrs.)
2. Per Fire Apparatus	\$400.00 per hour

ANIMAL CONTROL FEES

Animal Control is provided by All American Dogs

Non-Emergency Service Calls	\$225 per call
Animal Impoundment Fee	\$75 for each impoundment
Boarding Fee	\$15 per day or portion thereof
Flea Treatment (if needed)	\$15 per dose

All American Dogs has been authorized to provide its complete line of Animal Related Services to the residents of McLendon-Chisholm as individual clients and shall be billed directly to the resident. Such services include, but are not limited to:

- Emergency Animal Ambulance Services
- Pet Transportation & Taxi Services
- Lost Pet Recovery Services
- Deceased Pet Removal, Cremation, and Burial Services
- Nuisance Wildlife Rescue & Control
- Pet Insurance Program
- Escape Prevent