



**AGENDA  
CITY COUNCIL MEETING  
JUNE 9, 2026**

**1371 WEST FM 550 - McLendon-Chisholm, Texas 75032 5:30 PM**

1. CALL TO ORDER

2. EXECUTIVE SESSION

The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, §551.071

2.1. The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, §551.071 - Consultation with attorney, to wit: Discuss the proposed sale of the Sonoma Verde Water Pipes.

2.2. The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, §551.071 - Consultation with attorney, to wit: Receive legal advice and discuss a deposition request involving the City in connection with pending litigation between Rockwall County and DMDS Land Company LLC et al

3. INVOCATION AND PLEDGE

4. RULES OF DECORUM

5. CITIZEN COMMENTS

6. CONSENT AGENDA

6.1. Consider approving the Minutes from the May 26, 2026 City Council Meeting.

7. ITEMS FOR DISCUSSION

7.1. Discuss and consider directing Staff to prepare an ordinance for the zoning process which would establish regulations governing data centers, hyperscale data centers, digital infrastructure facilities, and related accessory infrastructure within the City of McLendon-Chisholm

7.2. Discuss and consider an ordinance amending Chapter 8, "Offenses and

Nuisances", Article 8.05, , "Solicitation and Handbill Distribution" Division 3, "Solicitation on private property" of the City's code of ordinances by repealing and replacing in their entirety sections 8.05.063, 8.05.064, and 8.05.065 to adding application requirements, establishing permit display requirements, establishing permit duration requirements, and providing penalties for soliciting without a permit.

7.3. Discuss and consider a resolution approving a Developer Funding Agreement between the City of McLendon-Chisholm and Pulte Homes of Texas, L.P., in connection with the Sonoma Verde North Public Improvement District.

7.4. Discuss and consider the adoption of a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for Zone A Improvement Area #1 and Zone B Improvement Area #1 of the Sonoma Verde North Public Improvement District, calling a public hearing on the levy of special assessments against property in Zone A Improvement Area #1 and Zone B Improvement Area #1 and approving all other matters related thereto.

7.5. Discuss and consider a resolution changing the start time for the City Council Meetings to 6:30 PM

#### 8. 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.

#### 9. ADJOURN

I, Angela Jennings, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., June 2, 2026 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



**MINUTES  
City Council  
May 26, 2026**

**1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032 5:30 PM**

<b>COUNCIL</b>	Mayor Jerry Brewer	Mayor Pro Tem John Powers
<b>PRESENT:</b>	Council Member Donald Goodwin Council Member Arik Towry Council Member Rich Dean	Council Member Dennis London Council Member Mike Hermansen
<b>STAFF</b>	Fabrice Kabona, City Manager	Michael Halla, City Attorney
<b>PRESENT:</b>	Angela Jennings, City Secretary Jeff White, Finance Director	Eddie Stough, Fire Chief Rockwall County Sheriff's Deputy

1. CALL TO ORDER

**The May 26, 2026 City Council meeting was called to order at 5:30 PM by Mayor Jerry Brewer.**

2. EXECUTIVE SESSION

The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, §551.071 - Consultation with attorney, §551.072 - Real Property; §551.073

**Mayor Brewer adjourn the council into executive session at 5:32 PM**

**Mayor Brewer reconvened the general session. No action to be taken as a result of executive session.**

2.1. Discuss matters as authorized by Texas Government Code, Chapter §551.072  
- Real Property; Land acquisition

2.2. Update on sale of Sonoma Verde Water Pipes

3. INVOCATION AND PLEDGE

Council Member Dennis London leads the council in prayer and Council Member Arik Towrey leads both US and Texas pledge.

4. RULES OF DECORUM

**At 6:51 the meeting was resumed. Mayor Brewer reminded all present of rules of decorum and to have respect for one another.**

5. SWEARING IN OF COUNCIL MEMBER

**Mayor Brewer skips over rules of decorum and asks Mike Hermansen and Judge Russo to step up for his swearing in as a new council member.**

**Council takes a 10 minute recess for pictures and congratulations from council and citizens.**

5.1. Swear in Council Member Mike Hermansen, Council Place 4

6. CITIZEN COMMENTS

**One person spoke during Citizens Comments.**

**Diane Lambert - She congratulated the newly elected council members and let them know what her expectation were and that she as well as others would be watching,**

7. CONSENT AGENDA

7.1. Consider approval of Minutes from May 12, 2026 meeting

<b>RESULT:</b>	<b>APPROVED</b>
<b>MOTIONED BY:</b>	Mayor Pro Tem John Powers
<b>SECONDED BY:</b>	Council Member Donald Goodwin
<b>FOR:</b>	7-0 Unanimous
<b>AGAINST:</b>	None
<b>ABSTAIN:</b>	None

8. ITEMS FOR DISCUSSION

8.1. Discuss changing the start time of the City Council Meetings.

Mayor Brewer opens the floor to council comments.

CM London reminds council that they need to keep in mind the city staff and the hours that it adds. He thinks 6: pm

CM Mike Hermansen also wants to keep staff in mind but is fine with whatever needs to be done.

CM Arik Towry like the idea of a later start.

CM Rich Dean was concerned about having a certain time set for executive session, because it sometimes takes longer and sometimes we don't need it at all.

CM Donald Goodwin feels like a lot of people commute and we might have more people at the meetings if we started later. he is for starting at 6:15 , general sessio at 7 PM

CM John Powers has not preference.

Fabrice points out that we only have the item to discuss tonight and it will not go into effect until after the June 23 meeting because of current notices out for Public Hearings.

Mayor Brewer gives staff instructions for the resolution to read meeting starting at 6:30. He also stated that he would prefer for the executive session to be at the end or moved around as needed

<b>RESULT:</b>	Discussion ONLY
<b>MOTIONED BY:</b>	CM Donald Goodwin
<b>SECONDED BY:</b>	CM Arik Towry
<b>FOR:</b>	
<b>AGAINST:</b>	None
<b>ABSTAIN:</b>	None

8.2. Discuss and consider approving a Resolution amending section 3.01.001 of Article 3.01 of Chapter 3, "Building Regulations, " of the Code of Ordinances by amending the fee schedule

**Mayor asks Fabrice Kabona, city manager, to give the staff report**

**Mr. Kabona gave the staff report and answered several questions from the council.**

**Mayor Brewer called for the vote.**

<b>RESULT:</b>	<b>APPROVED</b>
<b>FOR:</b>	7-0 Unanimous
<b>AGAINST:</b>	None
<b>ABSTAIN:</b>	None

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest

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

**MPT John Powers lets council and citizens know the the "Celebration of Life" for Mr. Warner, who was killed in a construction accident at SV in Scurry on Sat. 6 PM. He also**

**thanks all who were involved in the Memorial day ceremony for their work at putting it all together.**

**CM Donald Goodwin - Also thanks all involved for the memorial day event, reminds citizens of Breakfast with council at 1776 next Wednesday and comments on the EDC and Parks committee meetings.**

**Rich Dean commented on the success of the "Ten Commandments " memorial presentation at the County Courthouse, Encouraging all to go see it if they have not.**

**CM Dennis London welcomes Mike Hermansen to the council, Echoes his thanks to staff and FD for the Memorial Day Event and reminds those in audience and at home that he is here at City Hall every Tuesday to meet with public.**

**Mr. Kabona reminds everyone to please sign up from the Text my Gov to get emergency and need to know information from the city as it happens.**

**Mayor Brewer announces the death of Troy Rice who served on P & Z.**

**Mayor Brewer says he attended the Infrastructure committee, it is an ongoing process. We should be expecting something from the county on the interlocal agreement for Edwards road soon, he states he also attended the Ten Commandments event. He Thanks Chiefs and staff for their work on the memorial event. Thanks Colonel Mayberry for being our speaker and states how impressive his accomplishments are. He also spoke about 2 other events he attended this last weekend. He announces that he will be having coffee with the Mayor at 1776 Coffee this upcoming Thursday at 7:30 to 9 am. Hope to see you all there.**

10. ADJOURN

**Mayor adjourns the meeting at 7:20 PM**

**APPROVED:**

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**Jerry Brewer, Mayor**

[MIN\_SIGNATURES]



## City of McLendon-Chisholm

### Staff Report

**Date:** June 09, 2026

**Agenda Item:** Discuss proposed regulations governing data centers, hyperscale data centers, digital infrastructure facilities, and related accessory infrastructure within the City of McLendon-Chisholm.

**Background:**

This item was placed on the Agenda at the request of Councilmember Dennis London. The attached ordinance establishes regulations for data centers, hyperscale data centers, and related digital infrastructure facilities within the City of McLendon-Chisholm. The proposed ordinance is intended to help ensure compatibility with surrounding land uses, rural character, residential areas, public infrastructure, and public safety.

The ordinance includes provisions related to Special Use Permit requirements, setbacks, noise standards, infrastructure impacts, operational standards, and ongoing compliance requirements for these types of facilities.

Cit Council will receive a briefing from Councilmember Dennis London.

# Data Center and Digital Infrastructure Compatibility Packet

## *Ordinance Draft and Supporting Policy Materials*

Prepared for policy discussion, staff review, Planning and Zoning review, City Council review, and City Attorney review.

This packet is a working draft and is not legal advice. All ordinance language, standards, citations, and procedures should be reviewed by the City Attorney and qualified technical consultants before adoption.

Primary focus: protecting residents, rural character, agricultural compatibility, infrastructure, and public safety from foreseeable impacts of large scale data centers and similar high intensity digital infrastructure facilities.

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2. 2. Legal and Policy Justification Memo
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5. 5. Special Use Permit and Staff Review Checklist
6. 6. Public Facing FAQ and Talking Points
7. 7. Responses to Common Developer Arguments
8. 8. Source Reference List

Note: This table of contents is intentionally static for attorney review. Page numbering may be finalized after City Attorney revisions.

## Packet Overview

This packet brings together the working ordinance draft and the primary supporting materials for a city level data center compatibility framework. It is designed to support responsible local review before any large scale data center or related digital infrastructure facility is approved.

The central principle is simple. A data center applicant should carry the burden of proving compatibility before approval. Residents should not be forced to prove harm after a facility is already built and operating.

The ordinance and supporting materials treat large data centers as potentially high intensity mechanical and utility facilities. They may include cooling systems, fans, chillers, generators, transformers, substations, battery energy storage, security lighting, high electric demand, water demand, road impacts, and continuous operation.

The materials are drafted to support McLendon Chisholm's Home Rule authority, zoning authority, nuisance prevention authority, comprehensive planning goals, rural preservation, agricultural compatibility, infrastructure protection, public safety coordination, and protection of peaceful residential use and enjoyment.

# 1. Attorney Review Ordinance Draft

The following ordinance draft was previously assembled as a standalone attorney review document. It is included in this packet so the supporting materials can be reviewed together with the proposed ordinance framework.

**ORDINANCE NO. \_\_\_\_\_**

**CITY OF McLENDON CHISHOLM, TEXAS**

## **DATA CENTER AND DIGITAL INFRASTRUCTURE COMPATIBILITY ORDINANCE**

Attorney Review Draft

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF McLENDON CHISHOLM, TEXAS, AMENDING THE CODE OF ORDINANCES TO ESTABLISH REGULATIONS GOVERNING DATA CENTERS, HYPERSCALE DATA CENTERS, DIGITAL INFRASTRUCTURE FACILITIES, AND RELATED ACCESSORY INFRASTRUCTURE; PROVIDING PURPOSES, FINDINGS, DEFINITIONS, APPLICABILITY, ZONING RESTRICTIONS, SPECIAL USE PERMIT REQUIREMENTS, SETBACKS, NOISE AND VIBRATION STANDARDS, APPLICATION REQUIREMENTS, INDEPENDENT REVIEW, OPERATIONAL STANDARDS, LIGHTING AND SCREENING REQUIREMENTS, INFRASTRUCTURE IMPACT STANDARDS, APPROVAL CRITERIA, POST APPROVAL MONITORING, ENFORCEMENT, PENALTIES, SEVERABILITY, CONFLICTS, SAVINGS, CODIFICATION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of McLendon Chisholm is a Home Rule municipality possessing authority to adopt ordinances for the protection of public health, safety, welfare, peace, good government, property, and the peaceful use and enjoyment of property; and

WHEREAS, the City Council finds that large scale data centers, hyperscale data centers, and digital infrastructure facilities may include continuously operating mechanical equipment, cooling systems, generators, fuel storage, transformers, substations, battery energy storage systems, utility infrastructure, and other equipment capable of producing offsite impacts; and

WHEREAS, the City Council finds that continuous mechanical noise, low frequency hum, tonal sound, vibration, generator noise, nighttime lighting, traffic, water demand, wastewater demand, fire risk, electrical demand, and related infrastructure impacts may affect surrounding residences, agricultural operations, livestock uses, churches, schools, parks, trails, and other sensitive receptors; and

WHEREAS, the City Council finds that McLendon Chisholm has a rural and low density residential character that warrants careful land use compatibility review before approval of high intensity digital infrastructure uses; and

WHEREAS, the City Council finds that such facilities should not be treated as ordinary office, warehouse, commercial, or light industrial uses when their operational characteristics may create continuous mechanical, utility, public safety, or infrastructure impacts; and

WHEREAS, the City Council finds that requiring Special Use Permit review, setbacks, acoustic studies, independent peer review, operational limits, post construction verification, and ongoing monitoring is a reasonable exercise of municipal authority;

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

## **SECTION 1. Purpose, Intent, and Findings**

### **A. Purpose.**

The purpose of this Ordinance is to protect the public health, safety, welfare, peace, comfort, residential tranquility, rural character, agricultural compatibility, and peaceful use and enjoyment of property within the City of McLendon Chisholm by regulating the location, approval, construction, expansion, and operation of data centers, hyperscale data centers, digital infrastructure facilities, and related high intensity mechanical, utility, and energy infrastructure.

### **B. Intent.**

It is the intent of the City Council that data centers and digital infrastructure facilities shall not be treated as ordinary office, warehouse, commercial, or light industrial uses when their operational characteristics include continuous mechanical cooling, high electrical demand, backup power generation, transformer or substation infrastructure, rooftop or exterior mechanical systems, battery energy storage, water demand, wastewater demand, traffic impacts, lighting impacts, or other operational effects capable of affecting surrounding properties.

It is further the intent of the City Council to require any applicant seeking approval for such a facility to affirmatively demonstrate compatibility with surrounding land uses, existing residences, residentially zoned property, agricultural operations, livestock uses, schools, churches, parks, trails, and other sensitive receptors before any approval is granted.

### **C. Findings.**

The City of McLendon Chisholm is a Home Rule municipality with authority to adopt ordinances protecting the public health, safety, welfare, peace, good government, and property of its residents.

The City Charter recognizes the City's authority to make and enforce health, sanitary, welfare, peace, safety, and property protection regulations for the benefit of residents and the City as a whole.

The City's existing Code recognizes public nuisance and public welfare regulation as proper municipal concerns, including noise and other conditions that may affect nearby residents.

Large scale data centers, hyperscale data centers, digital infrastructure facilities, and similar uses may include continuously operating mechanical equipment, cooling systems, chillers, rooftop equipment, generators, fuel storage, transformers, substations, battery systems, utility yards, and related infrastructure that may generate offsite noise, tonal sound, low frequency hum, vibration, lighting, heat, visual impacts, traffic, and infrastructure burdens.

Continuous industrial noise, tonal sound, nighttime operational noise, low frequency sound, and vibration may be materially more intrusive in rural and low density residential areas than in urban environments because ambient nighttime sound levels are often lower and residents reasonably expect a quieter residential and agricultural setting.

McLendon Chisholm's rural character, low density development pattern, agricultural history, and residential environment make compatibility review especially important before approving any use that may operate continuously and generate mechanical or utility related impacts.

A data center may be incompatible with nearby residences, residential zoning districts, churches, schools, parks, trails, agricultural operations, livestock uses, or similar sensitive receptors unless adequate setbacks, operational controls, noise limits, screening, infrastructure protections, and enforceable conditions are imposed.

Requiring a Special Use Permit, detailed technical studies, independent peer review, minimum setbacks, acoustic modeling, post construction verification, and ongoing compliance obligations is a reasonable exercise of municipal authority to protect residents before foreseeable harm occurs.

Nothing in this Ordinance is intended to prohibit lawful economic development. This Ordinance is intended to require that high intensity digital infrastructure uses prove compatibility before approval and operate in a manner that does not impair the peace, health, safety, welfare, rural character, agricultural use, or residential enjoyment of surrounding properties.

## **SECTION 2. Definitions**

For purposes of this Ordinance, the following terms shall have the meanings stated below unless the context clearly indicates otherwise.

**Accessory Energy Infrastructure:** any electrical, fuel, battery, generator, transformer, substation, switchyard, transmission, distribution, or similar infrastructure used to serve, support, power, back up, or operate a data center or digital infrastructure facility.

**Acoustic Impact Study:** a technical report prepared by a qualified acoustical engineer evaluating existing ambient sound conditions, projected operational sound levels, low frequency sound, tonal sound, vibration, cumulative equipment noise, generator testing, emergency power systems, nighttime operations, and full buildout conditions.

**Ambient Sound Level:** the existing background sound environment measured at or near a receiving property, sensitive receptor, or other location determined appropriate by the City, excluding the proposed data center or digital infrastructure facility.

**Applicant:** any person, corporation, partnership, limited liability company, developer, property owner, operator, lessee, tenant, agent, or other entity seeking approval, permitting, construction, expansion, operation, or modification of a data center or digital infrastructure facility.

**Battery Energy Storage System:** equipment, structures, containers, or facilities used to store electrical energy for later use, including battery modules, racks, containers, inverters, cooling systems, fire suppression systems, and related equipment.

**City Fire Department:** the fire department serving the City of McLendon Chisholm, including the Fire Chief, Fire Marshal, designees, and any successor department or fire service provider authorized to serve the City.

**Continuous Noise:** sound that occurs for a duration, frequency, repetition, or operational pattern sufficient to affect the quiet enjoyment, use, or occupancy of nearby property, including sound produced by mechanical equipment, cooling equipment, electrical infrastructure, generators, transformers, fans, chillers, pumps, or similar systems.

**Data Center:** a facility, building, campus, portion of a building, or group of buildings used primarily to house, operate, manage, process, store, transmit, mine, support, or maintain computer servers, digital data systems, cloud computing systems, artificial intelligence computing systems, telecommunications equipment, blockchain systems, cryptocurrency mining systems, colocation systems, or similar digital infrastructure.

**Designated EMS or Ambulance Provider:** the EMS, ambulance, emergency medical response, rescue, or successor provider serving the City by contract, interlocal agreement, mutual aid, direct municipal service, or other lawful arrangement.

**Designated Law Enforcement Provider:** the county sheriff's office, municipal police department, contracted law enforcement provider, interlocal law enforcement provider, or successor agency authorized to provide law enforcement services within the City.

**Designated Public Safety Providers:** the City Fire Department, the City's designated law enforcement provider, the City's designated EMS or ambulance provider, and any county, regional, contracted, interlocal, mutual aid, municipal, or successor agency authorized to provide emergency response, law enforcement, fire protection, EMS, ambulance, rescue, emergency management, or public safety services within the City.

**Digital Infrastructure Facility:** a data center, hyperscale data center, server farm, colocation facility, cryptocurrency mining facility, blockchain processing facility, artificial intelligence computing facility, cloud computing facility, high performance computing facility, or similar facility whose primary function involves large scale digital processing, data storage, data transmission, computing, or related mechanical and utility infrastructure.

**Emergency Generator:** any generator or backup power system intended to provide temporary power during a loss of primary electrical service, system failure, grid interruption, emergency condition, testing event, or maintenance activity.

**Full Buildout:** the maximum reasonably foreseeable development, operation, equipment installation, utility demand, mechanical load, generator capacity, building area, impervious coverage, electrical demand, and operational intensity of a proposed facility, including all planned phases, future phases, expansions, and supporting infrastructure.

**Hyperscale Data Center:** a data center or digital infrastructure facility that meets one or more of the following thresholds: fifty thousand square feet or more of gross floor area devoted to data center, server, mechanical, electrical, cooling, or related digital infrastructure use; ten megawatts or more of actual, planned, requested, or reasonably foreseeable electrical demand; a campus or facility requiring dedicated substation, switchyard, transmission, battery energy storage, or large scale backup generation infrastructure; or a facility containing industrial scale mechanical cooling, chiller, fan, pump, generator, or electrical equipment as determined by the City.

**Low Frequency Noise:** sound energy predominantly occurring in lower frequency octave bands, including sound below 250 Hz, or any mechanical hum, rumble, vibration, throb, drone, or similar sound that may be experienced as intrusive even when overall A weighted sound levels appear compliant.

**Major Expansion:** any enlargement, addition, intensification, equipment increase, electrical demand increase, generator increase, cooling equipment increase, square footage increase, or operational modification that increases the size, capacity, energy demand, noise potential, utility demand, or operational intensity of an existing facility by twenty five percent or more.

**Mechanical Equipment:** any cooling tower, chiller, fan, pump, air handling unit, rooftop unit, condenser, compressor, generator, transformer, substation equipment, ventilation system, exhaust system, or similar equipment used to operate or support a data center or digital infrastructure facility.

**Mechanical Yard:** any outdoor, rooftop, ground mounted, screened, enclosed, partially enclosed, or accessory area containing mechanical equipment, cooling equipment, utility equipment, generators, transformers, battery systems, or related infrastructure.

**Sensitive Receptor:** any residence, residential zoning district, residential future land use area, school, church, daycare, park, trail, hospital, assisted living facility, agricultural operation, livestock use, public facility, or other use determined by the City to require enhanced protection from noise, vibration, lighting, traffic, utility, or operational impacts.

**Tonal Noise:** sound characterized by a distinct, prominent, or identifiable frequency, tone, hum, whine, buzz, drone, rumble, throb, or mechanical character that is distinguishable from surrounding ambient sound.

**Vibration:** oscillatory motion transmitted through the ground, air, structures, or building components that may be perceptible to persons, animals, structures, equipment, or property.

## **SECTION 3. Applicability**

### **A. General Applicability.**

This Ordinance applies to all new data centers, hyperscale data centers, digital infrastructure facilities, accessory energy infrastructure, mechanical yards, and related supporting uses proposed within the City limits.

### **B. Expansions and Modifications.**

This Ordinance applies to any major expansion, material modification, equipment addition, generator addition, cooling system addition, electrical demand increase, battery energy storage addition, or operational change involving an existing data center or digital infrastructure facility.

### **C. Phased Development.**

For phased projects, applicability shall be determined based on full buildout, not merely the first phase submitted for approval.

### **D. Avoidance Prohibited.**

An applicant may not avoid the requirements of this Ordinance by dividing a project into separate phases, separate permits, separate lots, separate affiliated entities, separate utility requests, or separate applications where the City determines that the uses are functionally related.

### **E. Cumulative Review.**

Where multiple buildings, lots, tracts, phases, operators, or affiliated entities are part of a common development plan or operational campus, the City may review the combined cumulative impacts of the entire project.

## **SECTION 4. Zoning Restrictions and Special Use Permit Requirement**

### **A. Not Permitted By Right.**

No data center, hyperscale data center, digital infrastructure facility, or accessory energy infrastructure facility shall be permitted by right in any zoning district.

### **B. Special Use Permit Required.**

A data center or digital infrastructure facility may be considered only through approval of a Special Use Permit by the City Council after recommendation by the Planning and Zoning Commission and after public hearing as required by law.

### **C. No Entitlement Created.**

The filing of an application, ownership of property, zoning classification of property, prior approval of a concept plan, utility availability, or compliance with minimum application requirements shall not create any entitlement to approval.

### **D. Applicant Burden.**

The applicant bears the burden of proving, by competent and substantial evidence satisfactory to the City, that the proposed use is compatible with surrounding land uses, will not materially interfere with residential tranquility or peaceful enjoyment of property, will not create nuisance like operational impacts, is consistent with the Comprehensive Plan, and has adequate infrastructure, emergency response capacity, fire protection, access, water, wastewater, drainage, and utility arrangements.

#### **E. Prohibited Districts.**

Data centers, hyperscale data centers, digital infrastructure facilities, and accessory energy infrastructure facilities shall be prohibited in residential zoning districts, agricultural residential zoning districts, neighborhood commercial districts, mixed use districts where residential uses are permitted or planned, and any zoning district or future land use area primarily intended for residential, rural residential, agricultural, civic, recreational, religious, educational, or neighborhood scale uses unless expressly authorized by future ordinance amendment.

#### **F. Council Discretion Preserved.**

The City Council may deny a Special Use Permit even if the applicant proposes mitigation measures, if the Council determines that compatibility has not been adequately demonstrated or that approval would be contrary to public health, safety, welfare, rural character, land use compatibility, or peaceful enjoyment of surrounding properties.

### **SECTION 5. Minimum Setback Requirements**

#### **A. General Rule.**

No data center, hyperscale data center, digital infrastructure facility, mechanical yard, emergency generator, cooling equipment, transformer, substation, battery energy storage system, or accessory energy infrastructure shall be located within the minimum setbacks established by this section.

#### **B. Residential Structure Setback.**

No regulated facility or accessory infrastructure shall be located within three thousand feet of any existing residential structure.

#### **C. Residential Zoning and Future Residential Area Setback.**

No regulated facility or accessory infrastructure shall be located within one mile of any residential zoning district, agricultural residential zoning district, residential future land use area, rural residential future land use area, or property designated by the Comprehensive Plan for residential or rural residential use.

#### **D. Sensitive Receptor Setback.**

No regulated facility or accessory infrastructure shall be located within one mile of any school, church, daycare, park, trail, hospital, assisted living facility, public gathering place, or similar sensitive receptor.

#### **E. Agricultural and Livestock Setback.**

No regulated facility or accessory infrastructure shall be located within one mile of any active agricultural operation, livestock use, equestrian use, barn, stable, animal enclosure, or property used for the keeping of livestock.

#### **F. Measurement of Setbacks.**

Setbacks shall be measured in a straight line from the nearest property line, structure, equipment pad, mechanical yard, generator, transformer, substation, battery energy storage system, or other regulated component of the proposed facility to the nearest property line or structure of the protected use, whichever provides greater protection.

#### **G. Greater Setbacks Authorized.**

The City Council may require greater setbacks where necessary to protect public health, safety, welfare, residential tranquility, rural character, agricultural compatibility, livestock uses, or sensitive receptors based

on site specific conditions, topography, prevailing sound propagation, project scale, equipment type, cumulative impacts, or the recommendations of technical studies or independent peer review.

#### **H. No Variance Without Compatibility Finding.**

No variance, waiver, reduction, exception, or modification of a required setback shall be granted unless the City Council makes an affirmative finding, based on competent technical evidence, that the reduced setback will not adversely affect surrounding properties, sensitive receptors, agricultural operations, livestock uses, residential tranquility, rural character, or public welfare.

#### **I. Minimum Standards Only.**

Compliance with a minimum setback does not establish compatibility, does not guarantee approval, and does not limit the City's authority to deny a permit or impose additional conditions.

### **SECTION 6. Noise, Vibration, and Acoustic Standards**

#### **A. General Prohibition.**

No regulated facility or related equipment shall be constructed, operated, expanded, modified, or maintained in a manner that creates noise, continuous sound, tonal noise, low frequency noise, vibration, or operational impacts that materially interfere with sleep, residential tranquility, peaceful use and enjoyment of property, agricultural operations, livestock uses, church, school, park, trail, or public facility use, rural residential character, or public health, safety, welfare, comfort, or repose.

#### **B. No Reliance on General Decibel Compliance Alone.**

Compliance with a general A weighted decibel limit shall not, by itself, establish compliance with this Ordinance. The City may consider tonal noise, low frequency noise, vibration, impulsive noise, cyclical noise, nighttime noise, cumulative equipment noise, and other sound characteristics that are more intrusive than ordinary ambient sound.

#### **C. Acoustic Impact Study Required.**

An applicant shall submit an Acoustic Impact Study prepared, signed, and sealed by a qualified acoustical engineer or other qualified professional acceptable to the City.

#### **D. Required Scope.**

The Acoustic Impact Study shall evaluate existing ambient sound, daytime and nighttime conditions, full buildout, all phases, peak summer cooling load, worst case operations, continuous twenty four hour operations, rooftop and ground mounted equipment, mechanical yards, cooling systems, transformers, substations, battery energy storage, emergency generators, routine and simultaneous generator testing, emergency operation, cumulative sound, property line impacts, sensitive receptor impacts, low frequency sound, tonal sound, vibration, topography, wind, shielding, proposed mitigation, and remaining unmitigated impacts.

#### **E. Full Buildout Required.**

The study shall model full buildout of the entire proposed facility, campus, or related development, including all known, planned, anticipated, or reasonably foreseeable phases.

#### **F. Sensitive Receptor Analysis.**

The study shall identify and evaluate all sensitive receptors within at least one mile of the project boundary and any additional receptors the City determines may be affected.

### **G. Low Frequency and Tonal Noise Analysis.**

The study shall include octave band or one third octave band analysis sufficient to evaluate low frequency sound and tonal sound. Where tonal noise or low frequency noise is present or reasonably expected, the City may require additional mitigation, greater setbacks, operational restrictions, equipment relocation, acoustic screening, enclosure, or denial.

### **H. Nighttime Protection Standard.**

The applicant shall separately model and demonstrate compliance during nighttime hours. For purposes of this Ordinance, nighttime hours shall mean 10:00 p.m. to 7:00 a.m., unless the City Council establishes a more protective standard as a condition of approval.

### **I. Maximum Sound Levels.**

The City Council may establish maximum allowable sound levels as part of the Special Use Permit and may apply the most restrictive applicable standard, condition, or consultant recommendation.

### **J. Tonal Penalty.**

If tonal noise is present or reasonably projected, the City may apply a tonal penalty to the measured or modeled sound level.

### **K. Low Frequency Limit.**

If low frequency noise is present or reasonably projected, the City may impose additional low frequency limits, octave band limits, operational conditions, greater setbacks, or mitigation requirements.

### **L. Vibration Standard.**

No regulated facility shall generate vibration perceptible at any residence, sensitive receptor, agricultural operation, livestock use, or adjoining property line unless the City determines that such vibration is negligible, temporary, and not harmful to public welfare or peaceful enjoyment of property.

### **M. Generator Noise.**

Generator noise shall be separately evaluated for individual testing, multiple generator testing, full backup power operation, emergency operation, maintenance operation, load bank testing, startup and shutdown cycles, exhaust noise, vibration, low frequency sound, and nighttime impacts.

### **N. Equipment Specifications.**

The applicant shall submit manufacturer specifications for all major sound producing equipment, including sound power levels, sound pressure levels, octave band data, operating modes, duty cycles, and noise control features.

### **O. Mitigation Plan.**

The applicant shall submit a Noise and Vibration Mitigation Plan identifying all measures proposed to prevent offsite impacts, including increased setbacks, equipment relocation, building orientation, acoustic walls, berms, enclosures, sound attenuators, silencers, low noise equipment, transformer shielding, generator enclosures, operational restrictions, maintenance requirements, monitoring, reporting, and corrective action.

#### **P. Independent Peer Review.**

The City may require independent peer review of any acoustic study, mitigation plan, equipment specification, modeling result, or compliance report at the applicant's expense.

#### **Q. Post Construction Verification.**

Before final occupancy, final operational approval, or full operations, the applicant shall submit post construction acoustic verification testing prepared by a qualified acoustical engineer acceptable to the City.

#### **R. Ongoing Compliance.**

The owner and operator shall maintain ongoing compliance with all noise, vibration, acoustic, operational, and mitigation requirements. The City may require additional testing after complaints, equipment changes, demand increases, expansions, or operational changes.

#### **S. Complaint Response and Corrective Action.**

Upon receipt of a complaint, the City may require testing, operational records, equipment status logs, temporary mitigation, permanent corrective action, and operational modifications.

#### **T. No Waiver of Nuisance Authority.**

Compliance with this section shall not prevent the City from determining that a facility constitutes a public nuisance under this Ordinance, the City Code, common law, or other applicable law.

### **SECTION 7. Application Submittal Requirements**

#### **A. Complete Application Required.**

No application shall be accepted, processed, scheduled for public hearing, reviewed by the Planning and Zoning Commission, or considered by the City Council unless the City determines that the application is complete. An application is not complete merely because a form has been submitted or a fee has been paid.

#### **B. Duty of Full Disclosure.**

The applicant shall disclose the full nature, scale, intensity, and reasonably foreseeable impacts of the proposed facility, including all known or anticipated phases, expansions, equipment additions, utility needs, electrical demand, generator capacity, water demand, wastewater discharge, mechanical equipment, and accessory infrastructure.

#### **C. Required Application Materials.**

Each application shall include a signed application, ownership authorization, legal description, boundary survey, zoning and future land use information, project narrative, full buildout description, phasing plan, concept plan, detailed site plan, building elevations, mechanical equipment plan, utility plan, emergency power plan, generator plan, battery energy storage plan if applicable, substation and transmission plan if applicable, Acoustic Impact Study, Noise and Vibration Mitigation Plan, lighting plan, screening plan, Traffic Impact Analysis, Water Demand Analysis, Wastewater Impact Analysis, stormwater and drainage analysis, fire protection and emergency response plan, hazardous materials and fuel storage plan, security plan, construction management plan, proposed operating conditions, generator testing schedule, maintenance schedule, monitoring plan, requested waivers, and any other information reasonably required by the City.

#### **D. Full Buildout Site Plan.**

The applicant shall submit a site plan showing full buildout, including all buildings, mechanical yards, cooling equipment, rooftop equipment, generators, fuel tanks, transformers, substations, switchyards,

battery energy storage systems, utility corridors, transmission infrastructure, security fencing, screening walls, berms, landscaping, driveways, parking, loading, fire lanes, drainage, water and wastewater connections, easements, and future expansion areas.

#### **E. Equipment Inventory.**

The applicant shall submit a complete inventory of all major equipment proposed or reasonably anticipated for full buildout, including manufacturer, model, type, location, quantity, size, capacity, electrical demand, sound levels, octave band data where available, operating schedule, duty cycle, emergency function, enclosure, mitigation, maintenance schedule, and replacement assumptions.

#### **F. Generator and Emergency Power Disclosure.**

The applicant shall disclose all backup power systems, including number, size, fuel type, location, enclosure type, exhaust configuration, attenuation system, fuel storage location and volume, routine testing schedule, load bank testing schedule, simultaneous testing assumptions, emergency operating assumptions, fire protection, spill prevention, and air quality permits or authorizations if applicable.

#### **G. Utility and Infrastructure Demand.**

The applicant shall submit detailed electric, water, wastewater, road, emergency access, construction traffic, operational traffic, drainage, and public infrastructure demand information.

#### **H. Fire Protection and Emergency Response Plan.**

The applicant shall submit a fire protection and emergency response plan reviewed by the City Fire Department, Fire Marshal, and any other Designated Public Safety Provider identified by the City.

#### **I. Compatibility Narrative.**

The applicant shall submit a written compatibility narrative explaining how the proposed facility is compatible with existing and planned surrounding uses, nearby residences, rural residential areas, agricultural uses, livestock uses, churches, schools, parks, trails, public facilities, the Comprehensive Plan, rural character, and public health, safety, welfare, comfort, and repose.

#### **J. Waiver or Deviation Requests.**

Any request for waiver, deviation, variance, reduced setback, alternative compliance, or modification of standards shall be submitted in writing with the initial application and must demonstrate that the request will not undermine public health, safety, welfare, residential tranquility, rural character, agricultural compatibility, or the purpose of this Ordinance.

#### **K. Incomplete Applications.**

The City may reject, return, delay, or decline to schedule any application that is incomplete, including applications with missing studies, incomplete technical data, missing full buildout information, missing equipment data, incomplete acoustic modeling, unidentified sensitive receptors, vague mitigation, or failure to provide information reasonably required by the City.

#### **L. Continuing Duty to Update.**

The applicant has a continuing duty to update all application materials if any information changes before final City action. Failure to timely disclose a material change may be grounds for denial, suspension of review, revocation of approval, or enforcement action.

## **SECTION 8. Independent Peer Review and Applicant Funded Consultants**

### **A. Purpose.**

The purpose of this section is to ensure that the City has access to independent technical, legal, engineering, planning, acoustic, utility, fire protection, environmental, fiscal, and other professional review necessary to evaluate compatibility and public impacts.

### **B. City Selection of Reviewers.**

The City may retain independent consultants to review any application, study, report, plan, model, calculation, assumption, mitigation proposal, or compliance submission required under this Ordinance. All independent consultants shall be selected by the City.

### **C. Applicant Responsibility for Costs.**

The applicant shall be responsible for all reasonable costs incurred by the City for independent review, including acoustical, civil, traffic, utility, electrical, fire protection, emergency response, law enforcement, EMS, ambulance, emergency management, environmental, planning, fiscal, legal, and other professional review reasonably necessary.

### **D. Deposit Required.**

Before substantive review begins or continues, the applicant shall deposit funds with the City in an amount determined by the City to cover anticipated independent review costs. The City may require additional deposits if the initial amount is insufficient.

### **E. Review May Be Suspended for Nonpayment.**

If the applicant fails to pay required deposits, reimburse review costs, or replenish review funds, the City may suspend review until all required funds are paid.

### **F. Scope of Review.**

Independent review may include acoustics, low frequency noise, tonal noise, vibration, generator noise, transformer and substation noise, cooling system noise, full buildout modeling, mitigation, setbacks, site plan, utility demand, water, wastewater, drainage, traffic, fire protection, emergency access, battery energy storage, fuel storage, hazardous materials, construction management, fiscal impact, Comprehensive Plan compatibility, legal review, and waiver requests.

### **G. No Reliance on Developer Conclusions Required.**

The City is not required to accept the conclusions, assumptions, models, findings, or recommendations of the applicant, the applicant's consultants, or the applicant's contractors.

### **H. Continuing Review Authority.**

The City may require independent review after approval if the facility expands, equipment is added or replaced, operations intensify, electrical demand increases, cooling demand increases, generators are added or modified, complaints are received, compliance testing is disputed, or additional review is necessary to protect the public.

## **SECTION 9. Operational Standards**

### **A. Compliance Required at All Times.**

The owner and operator shall operate the facility in continuous compliance with this Ordinance, the approved Special Use Permit, all conditions of approval, approved plans, approved mitigation, and applicable laws.

### **B. No Material Change Without City Review.**

No owner or operator shall make a material operational change without prior City review and approval, including changes to electrical demand, cooling demand, servers or computing load, generators, chillers, fans, pumps, transformers, battery systems, mechanical yards, equipment locations, generator testing, water demand, wastewater discharge, fuel storage, or any change that may alter sound, vibration, lighting, fire risk, or infrastructure impact.

### **C. Equipment Replacement.**

Replacement equipment shall be equal to or quieter than the equipment approved by the City unless the City approves otherwise.

### **D. Maintenance of Noise Control Measures.**

All acoustic walls, berms, enclosures, silencers, shielding, vibration isolators, attenuators, rooftop screening, landscaping, and other mitigation shall be maintained in good working order.

### **E. Generator Testing Restrictions.**

Routine generator testing shall be limited to the days, hours, duration, and conditions approved by the City Council. Unless more restrictive conditions are imposed, routine testing shall be prohibited before 8:00 a.m., after 6:00 p.m., on Sundays, and on legal holidays.

### **F. Simultaneous Generator Testing.**

Simultaneous testing of multiple generators shall be prohibited unless expressly approved by the City.

### **G. Emergency Generator Operation.**

Emergency generator operation during an actual loss of primary power or bona fide emergency condition shall be allowed to the extent necessary to protect life, safety, critical equipment, and lawful operations, but the owner or operator shall take reasonable steps to reduce offsite impacts where feasible.

### **H. Records and 24 Hour Contact.**

The owner or operator shall maintain generator logs, operational logs, complaint records, maintenance records, and a current 24 hour contact for the City, City Fire Department, designated law enforcement provider, designated EMS or ambulance provider, and any other Designated Public Safety Provider identified by the City.

### **I. Complaint Response.**

Upon receipt of a complaint, the owner or operator shall cooperate with the City, provide requested information, and implement testing, temporary mitigation, permanent corrective action, or operational modifications as required by the City.

#### **J. Operational Intensity Limits.**

The City Council may establish limits on electrical demand, generator capacity, number of generators, cooling equipment, testing, water use, wastewater discharge, truck trips, lighting, outdoor equipment, battery capacity, and substation or transformer expansion.

#### **K. Fuel Storage and Battery Energy Storage.**

Fuel storage, fuel handling, and battery energy storage systems shall comply with applicable fire, environmental, building, emergency response, and safety requirements and any additional conditions imposed by the City.

### **SECTION 10. Lighting, Screening, Building Design, and Visual Impacts**

#### **A. General Standard.**

No regulated facility shall create lighting, glare, visual clutter, industrial appearance, mechanical equipment exposure, security lighting, building massing, or screening deficiencies that materially interfere with residential tranquility, rural character, peaceful enjoyment of property, agricultural operations, livestock uses, scenic views, nighttime sky conditions, public safety, roadway safety, or compatibility with surrounding land uses.

#### **B. Lighting Plan Required.**

The applicant shall submit a detailed lighting plan including fixture locations, types, heights, lumens, color temperature, photometric plan, spillover analysis, glare analysis, controls, dimming, motion sensors, hours, cutoff, shielding, and proposed exceptions.

#### **C. Full Cutoff and Shielding Required.**

All exterior lighting shall use full cutoff fixtures unless otherwise approved by the City for a specific safety reason. Lighting shall be shielded, directed downward, and designed to prevent glare or spillover onto adjacent properties, residences, agricultural properties, livestock areas, public rights of way, parks, trails, churches, schools, and other sensitive receptors.

#### **D. Nighttime Lighting Reduction.**

Exterior lighting shall be reduced to the lowest safe level during nighttime hours. The City may require motion activated lighting, dimmed lighting, timers, shielded security lighting, lighting curfews, and separate emergency lighting standards.

#### **E. Screening Plan Required.**

The applicant shall submit a screening and landscaping plan showing how the facility will be screened from adjacent properties, residences, residentially zoned property, agricultural properties, churches, schools, parks, trails, public rights of way, gateways, and view corridors identified by the City.

#### **F. Mechanical Equipment Screening.**

All cooling equipment, chillers, fans, pumps, compressors, condensers, air handling units, rooftop equipment, ground mounted equipment, generators, fuel tanks, transformers, substation equipment, battery energy storage systems, utility meters, service equipment, and mechanical yards shall be fully screened from view to the greatest extent feasible.

### **G. Rooftop Equipment.**

Rooftop mechanical equipment shall be prohibited unless the applicant demonstrates that rooftop placement is necessary and will not create unacceptable noise, vibration, lighting, visual, or compatibility impacts. Approved rooftop equipment shall be fully screened.

### **H. Rural Character Buffer.**

Where a regulated facility is adjacent to or visible from residential, agricultural, rural residential, park, trail, church, school, or public right of way areas, the City may require increased setbacks, berms, native trees, evergreen screening, naturalized landscaping, fence setbacks, reduced building visibility, reduced parking visibility, dark sky lighting controls, and open space preservation.

### **I. Building Design and Materials.**

Buildings shall be designed to reduce industrial massing and improve compatibility. The City may require articulation, reduced blank walls, masonry or high quality materials, earth tone colors, nonreflective materials, screened service areas, recessed loading, reduced height near sensitive receptors, and architectural treatment of visible elevations.

### **J. Maintenance.**

All screening, landscaping, berms, fencing, walls, lighting controls, and visual mitigation measures shall be maintained in good condition. Failure to maintain required measures shall constitute a violation.

## **SECTION 11. Infrastructure Impact Standards**

### **A. General Standard.**

No regulated facility shall be approved unless the applicant demonstrates that adequate infrastructure exists or will be lawfully provided without reducing service reliability for existing residents or businesses, creating unreasonable public costs, requiring premature public infrastructure expansion, overburdening roads, drainage, water, wastewater, fire, law enforcement, EMS, ambulance, or emergency response services, creating utility conflicts, increasing risks to public health, safety, or welfare, or undermining the Comprehensive Plan.

### **B. Full Buildout Infrastructure Analysis.**

The applicant shall submit full buildout infrastructure analysis for all known, planned, anticipated, and reasonably foreseeable phases.

### **C. Electrical Demand.**

The applicant shall submit detailed electrical demand analysis identifying existing service, initial demand, full buildout demand, peak demand, redundant power, utility capacity, transmission improvements, distribution improvements, substations, switchyards, transformers, battery systems, easements, schedules, and effects on nearby residents, businesses, or public facilities.

### **D. Water Demand and Conservation.**

The applicant shall submit water demand analysis identifying total demand, peak demand, cooling demand, domestic demand, fire flow, storage, service source, utility capacity, required improvements, conservation measures, alternative cooling methods, reuse options, drought impacts, and effects on existing residents, businesses, agricultural operations, and public facilities.

#### **E. Wastewater, Stormwater, and Drainage.**

The applicant shall submit wastewater, stormwater, and drainage analysis addressing projected discharge, process wastewater, pretreatment, utility capacity, grading, impervious coverage, detention, downstream impacts, erosion, floodplain, stormwater quality, construction drainage, long term maintenance, adjacent properties, public roads, agricultural land, and easements.

#### **F. Roadway and Traffic.**

The applicant shall submit a Traffic Impact Analysis evaluating existing roads, construction traffic, operational traffic, truck traffic, fuel delivery, maintenance traffic, emergency access, haul routes, capacity, roadway condition, driveways, sight distance, turning movements, residential streets, school routes, agricultural traffic, road improvements, and responsibility for repair or reconstruction.

#### **G. Fire Protection and Public Safety.**

The applicant shall submit fire protection and emergency response analysis addressing fire flow, fire access, fire lanes, suppression, detection, battery energy storage risks, generator risks, fuel risks, transformer risks, hazardous materials, emergency shutdown, training needs, specialized equipment, mutual aid, access for the City Fire Department, designated law enforcement provider, designated EMS or ambulance provider, and any other Designated Public Safety Provider.

#### **H. Fiscal Impact.**

The City may require fiscal impact analysis evaluating revenues, public costs, infrastructure costs, roads, fire protection, law enforcement service costs, EMS or ambulance service costs, emergency management, inspection, consultant review, long term maintenance, incentives, abatements, Chapter 380 agreements, public improvement obligations, and net fiscal impact.

#### **I. Public Improvements and Financial Security.**

The City may require public infrastructure improvements, completion schedules, road repair agreements, financial security, bonds, letters of credit, escrow, maintenance bonds, or other security acceptable to the City Attorney.

#### **J. Denial or Conditions.**

The City may deny, limit, phase, condition, or delay approval if the applicant fails to demonstrate adequate infrastructure, public services, emergency response, fire protection, roads, water, wastewater, drainage, public cost mitigation, or protection for existing residents and businesses.

### **SECTION 12. Approval Criteria and Denial Authority**

#### **A. Applicant Burden of Proof.**

The applicant shall demonstrate, by competent and substantial evidence satisfactory to the City, that the proposed facility is compatible with surrounding existing and planned uses, is consistent with the Comprehensive Plan, protects rural character, protects residential tranquility, protects peaceful use and enjoyment of property, protects agricultural and livestock uses, protects sensitive receptors, avoids unreasonable operational impacts, and can comply with all City conditions.

#### **B. General Approval Criteria.**

The City Council may approve a Special Use Permit only if it finds that the proposed use is compatible, will not materially interfere with nearby residences, will not create nuisance like operational impacts, will not impair rural character, will not create unreasonable twenty four hour industrial noise impacts, will not create

unreasonable low frequency hum, tonal noise, or vibration, provides adequate setbacks, provides adequate mitigation, provides adequate screening and lighting controls, provides adequate fire protection and emergency access, will not create unreasonable demands on Designated Public Safety Providers, will not create unreasonable infrastructure impacts, has been reviewed under full buildout conditions, and can operate without shifting unreasonable costs or burdens to the public.

#### **C. Comprehensive Plan Consistency.**

The City may deny an application if the proposed facility conflicts with the Comprehensive Plan, future land use designations, rural preservation goals, low density residential character, agricultural compatibility, infrastructure planning, or any adopted policy intended to protect the City's long term development pattern.

#### **D. Noise, Hum, and Vibration Criteria.**

The City may deny or condition an application if the applicant fails to demonstrate that the facility will not create unreasonable continuous noise, nighttime noise, low frequency noise, tonal noise, mechanical hum, transformer hum, generator noise, cooling equipment noise, rooftop equipment noise, vibration, cumulative equipment noise, or full buildout noise impacts.

#### **E. Infrastructure and Public Safety Criteria.**

The City may deny or condition an application if the proposed facility may create unreasonable impacts to electric infrastructure, water supply, wastewater systems, stormwater systems, drainage, public roads, traffic safety, fire protection, emergency access, law enforcement response, EMS or ambulance response, public infrastructure costs, existing residents or businesses, or agricultural operations.

#### **F. Denial Authority.**

The City Council may deny an application if the applicant failed to prove compatibility, the project is inconsistent with the Comprehensive Plan, the project is incompatible with surrounding uses, the project may adversely affect public health, safety, welfare, comfort, repose, or peaceful enjoyment of property, the project may create unreasonable impacts, setbacks are inadequate, mitigation is speculative or insufficient, technical information is incomplete or unreliable, peer review identifies unresolved deficiencies, public infrastructure or public safety capacity is inadequate, the project would require unreasonable public costs, the project would materially alter rural or residential character, or approval would be contrary to the purpose of this Ordinance.

#### **G. Conditional Approval Authority.**

The City Council may impose conditions necessary to protect public health, safety, welfare, rural character, residential tranquility, agricultural compatibility, infrastructure, and sensitive receptors.

#### **H. No Approval by Silence or Entitlement.**

No application shall be deemed approved by inaction, delay, incomplete review, staff acceptance, utility coordination, or payment of fees unless approval by operation of law is expressly required by state law. Submission of an application, payment of fees, purchase of property, preparation of studies, utility coordination, or preliminary staff discussion shall not create a vested right to approval.

#### **I. Economic Benefit Not Controlling.**

The City may consider potential economic benefits, but economic benefit alone shall not require approval or outweigh unresolved public welfare, residential protection, rural character, infrastructure capacity, fire protection, emergency response, or compatibility concerns.

## **SECTION 13. Post Approval Monitoring and Compliance**

### **A. Purpose.**

Approval of a Special Use Permit shall not end City review authority. Continued monitoring and compliance are required because these facilities may intensify, expand, replace equipment, increase electrical demand, increase cooling demand, or change operating characteristics over time.

### **B. Compliance Before Operation.**

No regulated facility shall begin operation until the City determines that all required preoperational conditions have been satisfied, including site improvements, setbacks, screening, lighting controls, acoustic mitigation, fire protection, emergency access, infrastructure, road improvements, drainage, public safety coordination, financial security, post construction testing, and all conditions imposed by the City Council.

### **C. Post Construction Acoustic Verification.**

Before final occupancy, final operational approval, or full operations, the owner or operator shall submit post construction acoustic verification testing prepared by a qualified acoustical engineer acceptable to the City, evaluating actual sound, tonal noise, low frequency sound, vibration, and equipment operation.

### **D. Conditional Operation Pending Full Load Testing.**

If full buildout, full load, peak summer, or worst case operating conditions cannot be tested before initial operation, the City may issue only temporary, conditional, or phased operational approval and require additional testing when representative conditions occur.

### **E. Annual Compliance Certification.**

The owner or operator shall submit annual compliance certification confirming continued compliance with the Special Use Permit, approved plans, acoustic standards, mitigation, lighting, screening, landscaping, generator testing, equipment inventory, demand limits, fire protection, emergency access, public safety coordination, complaint response, and corrective action obligations.

### **F. Annual Public Safety Update.**

The owner or operator shall annually update and provide to the City, City Fire Department, designated law enforcement provider, designated EMS or ambulance provider, and any other Designated Public Safety Provider identified by the City, emergency contacts, site access procedures, gate codes or access credentials, lock box information, fire system information, generator and fuel storage information, battery energy storage information, hazardous materials information, shutdown procedures, communication protocols, site maps, and any change in public safety risks or response needs.

### **G. Records and Inspection.**

The owner or operator shall maintain records sufficient to demonstrate compliance for at least five years, including generator logs, emergency operation logs, maintenance logs, equipment replacement records, cooling records, electrical demand, water use, wastewater discharge, complaint logs, corrective action records, acoustic reports, lighting maintenance, public safety coordination, fire inspection, and emergency incident records. The City may inspect the facility subject to applicable law.

### **H. Complaint Based Review.**

Upon receipt of a complaint, the City may require operational logs, equipment status, generator records, acoustic testing, vibration testing, lighting measurements, site inspection, updated mitigation, temporary operational limits, or permanent corrective action.

### **I. Corrective Action.**

If the City determines that the facility is not in compliance or is creating impacts inconsistent with approval, the owner or operator shall submit and implement a corrective action plan approved by the City.

### **J. Transfer of Ownership or Operation.**

Before any transfer of ownership, operator control, or primary facility responsibility, the current owner or operator shall notify the City, and the new owner or operator shall acknowledge in writing that it is bound by this Ordinance, the Special Use Permit, all conditions, approved plans, mitigation, monitoring, public safety coordination, and enforcement provisions.

### **K. Continuing Condition of Approval.**

Compliance with this Ordinance and all conditions of approval shall be a continuing condition of the Special Use Permit.

## **SECTION 14. Enforcement and Remedies**

### **A. Violation Declared Unlawful.**

It shall be unlawful for any person, owner, operator, applicant, contractor, tenant, lessee, agent, affiliate, or responsible party to construct, operate, expand, modify, maintain, or permit a regulated facility in violation of this Ordinance, an approved Special Use Permit, conditions of approval, approved plans, approved mitigation, approved emergency response plan, generator testing schedule, corrective action plan, or any City order, notice, permit, or requirement.

### **B. Public Nuisance Declaration.**

Any violation of this Ordinance is declared to be a public nuisance. A regulated facility may also be declared a public nuisance if it creates, permits, or maintains conditions that materially interfere with public health, safety, welfare, residential tranquility, peaceful use and enjoyment of property, rural character, agricultural operations, livestock uses, public safety access, fire protection, emergency response, or sensitive receptors.

### **C. Separate Offenses and Penalties.**

Each day that a violation exists or continues shall constitute a separate offense. Any person violating this Ordinance shall, upon conviction, be subject to the maximum fine allowed by law for violations involving zoning, fire safety, public health, sanitation, or nuisance related matters, as applicable.

### **D. Stop Work Authority.**

The City may issue a stop work order for construction, installation, grading, equipment placement, utility work, generator installation, mechanical equipment installation, or other activity occurring in violation of this Ordinance, approved plans, permits, or conditions of approval.

### **E. Suspension or Revocation.**

The City may suspend any permit, certificate, approval, operational authorization, inspection release, or Special Use Permit authorization if the facility is out of compliance, required mitigation is not maintained, required testing is not completed, records are not provided, public safety access is impaired, fire protection is deficient, generator limits are violated, impacts exceed approved limits, false or incomplete information was provided, or the facility poses a threat to the public. The City Council may revoke approval after notice and opportunity to be heard.

#### **F. Withholding of Approvals.**

The City may withhold, deny, suspend, or delay issuance of permits, certificates of occupancy, inspections, operational approvals, site plan approval, expansion approval, or other City approval where the applicant, owner, or operator is in violation or has failed to satisfy required conditions.

#### **G. Corrective Action Orders.**

The City may issue corrective action orders requiring reduced operational intensity, suspended generator testing, modified generator schedules, acoustic mitigation, equipment replacement, relocation, lighting correction, screening repair, landscaping replacement, drainage correction, road repair, public safety access correction, fire protection correction, records production, testing, revised plans, or other mitigation required by the City.

#### **H. Emergency Action.**

Where the City determines that a violation or condition presents an immediate threat to public health, safety, welfare, life, property, public infrastructure, or emergency response, the City may take or require immediate lawful action to protect the public.

#### **I. Public Safety Access Enforcement.**

It shall be a violation to obstruct, impair, delay, or fail to maintain approved access for the City Fire Department, designated law enforcement provider, designated EMS or ambulance provider, or any other Designated Public Safety Provider.

#### **J. Civil Enforcement and Injunctive Relief.**

The City may bring a civil action to enforce this Ordinance, restrain violations, abate nuisances, compel compliance, recover costs, or obtain injunctive relief. Remedies are cumulative.

#### **K. Recovery of City Costs.**

To the extent authorized by law, permit condition, approval condition, reimbursement agreement, development agreement, escrow agreement, or other lawful mechanism, the City may recover consultant fees, engineering fees, acoustic testing costs, legal fees, inspection costs, administrative costs, emergency response costs, abatement costs, notice costs, court costs, and other reasonable costs.

#### **L. Responsible Parties.**

The City may pursue enforcement against any property owner, facility owner, facility operator, applicant, tenant, lessee, contractor, subcontractor, project manager, affiliated entity, successor owner, or person or entity causing, permitting, maintaining, or benefiting from the violation.

### **SECTION 15. Legal Closing Provisions**

#### **A. Severability.**

If any section, subsection, sentence, clause, phrase, word, requirement, standard, condition, application, or portion of this Ordinance is held invalid, unconstitutional, preempted, or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions. The City Council declares that it would have adopted this Ordinance and each portion thereof regardless of whether any one or more portions may be declared invalid.

**B. Conflicts.**

All ordinances, parts of ordinances, resolutions, policies, standards, or prior approvals in conflict with this Ordinance are repealed to the extent of such conflict only. Where this Ordinance imposes a greater restriction, higher standard, greater setback, more protective requirement, or stricter condition than another City ordinance, regulation, or standard, this Ordinance shall control unless otherwise required by state or federal law. Where another provision imposes a greater restriction or more protective requirement, the more restrictive provision shall control.

**C. Cumulative Remedies.**

The remedies, penalties, enforcement powers, review authority, and conditions provided in this Ordinance are cumulative of all other remedies available to the City.

**D. Savings Clause.**

This Ordinance shall not affect any enforcement action, violation, penalty, liability, right, duty, permit condition, approval condition, vested right determination, or legal proceeding existing before the effective date, except as allowed by law.

**E. No Waiver of Authority.**

Nothing in this Ordinance shall be construed as a waiver of the City's authority to regulate land use, zoning, nuisances, fire safety, public health, sanitation, building safety, traffic, drainage, infrastructure, emergency access, public welfare, or other matters within the City's lawful authority.

**F. No Entitlement Created.**

Nothing in this Ordinance shall be construed to create an entitlement to approval of a data center, hyperscale data center, digital infrastructure facility, accessory energy infrastructure, or related use.

**G. Codification.**

The City Secretary, City Attorney, and codifier are authorized to make nonsubstantive formatting, numbering, punctuation, capitalization, and organizational changes necessary to codify this Ordinance into the City Code, provided such changes do not alter the meaning or effect of the Ordinance.

**H. Publication and Effective Date.**

The City Secretary is directed to publish this Ordinance, caption, penalty clause, or other required notice as required by law and the City Charter. This Ordinance shall take effect immediately upon passage and publication as required by law.

**I. Implementation.**

The City Manager, City Secretary, City Attorney, City Engineer, Fire Chief, Fire Marshal, Planning and Zoning Commission, City staff, and other City officials or designees are authorized and directed to take actions reasonably necessary to implement this Ordinance. Implementation may include coordination with the City Fire Department, designated law enforcement provider, designated EMS or ambulance provider, and any other Designated Public Safety Provider.

PASSED AND APPROVED

PASSED AND APPROVED by the City Council of the City of McLendon Chisholm, Texas, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF McLENDON CHISHOLM, TEXAS**

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## 2. Legal and Policy Justification Memo

### Purpose of Memo

This memorandum supports the City's proposed Data Center and Digital Infrastructure Compatibility Ordinance. The purpose of the ordinance is to protect public health, safety, welfare, residential tranquility, rural character, agricultural compatibility, infrastructure capacity, and peaceful use and enjoyment of property from the foreseeable impacts of large scale data centers and related digital infrastructure facilities.

The ordinance is based on the principle that large data centers are not ordinary office or warehouse uses. They may include 24 hour mechanical cooling, generators, transformers, substations, battery systems, rooftop equipment, high utility demand, traffic, lighting, emergency response needs, and continuous operational impacts.

### Summary Conclusion

The City has a strong legal and policy basis to regulate data centers through zoning, Special Use Permit review, setbacks, acoustic requirements, infrastructure review, public safety coordination, operational standards, and enforcement provisions.

The strongest position is not that data centers are categorically bad. The stronger and more defensible position is that data centers are high intensity mechanical and utility facilities whose compatibility must be proven before approval.

### Home Rule Authority

McLendon Chisholm operates under a Home Rule Charter adopted in 2025. The Charter states that the City was established to provide for the future of the City, obtain the benefits of local self government, protect individual freedom, and provide for public welfare.

The Charter authorizes the City to make and enforce law enforcement, health, sanitary, and other regulations and to pass ordinances expedient for maintaining and promoting the peace, good government, welfare, order, security, health, and property of residents. The Charter also provides that powers should be construed liberally in favor of the City unless limited by state law.

This authority directly supports an ordinance designed to protect residents from foreseeable land use conflicts, continuous industrial noise, lighting impacts, infrastructure burdens, and nuisance like conditions.

### Zoning Authority Under Chapter 211

Texas Local Government Code Chapter 211 authorizes municipal zoning for the purpose of promoting public health, safety, morals, or general welfare. It authorizes municipalities to regulate the location and use of buildings, other structures, and land for business, industrial, residential, or other purposes.

That authority supports regulating where data centers may be located, whether they require a Special Use Permit, minimum setbacks, site layout, mechanical yards, accessory infrastructure, screening, lighting, land use compatibility, and conditions for approval or denial.

### Comprehensive Plan Authority Under Chapter 213

Texas Local Government Code Chapter 213 authorizes a municipality to adopt a comprehensive plan for long range development and to define the plan's content and design. A comprehensive plan may include provisions related to land use, transportation, and public facilities.

The Comprehensive Plan supports the policy basis for the ordinance, while the ordinance and zoning regulations provide the enforceable legal standards. The City should frame this ordinance as implementing

comprehensive planning goals such as rural preservation, compatible development, and protection of infrastructure.

### **Nuisance Authority Under Chapter 217**

Texas Local Government Code Chapter 217 gives municipalities nuisance related authority. A municipality may define and prohibit nuisances and may enforce ordinances necessary to prevent, abate, and remove nuisances as allowed by law.

This supports treating continuous industrial noise, low frequency hum, vibration, lighting trespass, blocked emergency access, and other unresolved operational impacts as nuisance like conditions when they materially interfere with nearby homes, agricultural properties, livestock uses, churches, schools, parks, or other sensitive receptors.

### **Existing Local Regulatory Pattern**

McLendon Chisholm already regulates businesses, land uses, public safety access, sanitation, noise, nuisances, utilities, construction impacts, and distance based compatibility issues.

Examples include the City's noise article in the Offenses and Nuisances chapter, nuisance provisions in Health and Sanitation, outdoor burning restrictions in Fire Prevention and Protection, lock box emergency access requirements for limited access nonresidential sites, and detailed permit requirements for certain business activities.

These local examples show that the proposed data center ordinance is not an unusual expansion of municipal authority. It applies existing public welfare and nuisance prevention principles to a modern high intensity use.

### **Euclid and Land Use Compatibility**

The broader land use theory should be grounded in the traditional zoning principle that municipalities may separate incompatible uses and regulate land use to protect public welfare. *Village of Euclid v. Ambler Realty Co.* remains the classic case upholding zoning as a valid exercise of police power when reasonably related to public welfare.

The practical argument for McLendon Chisholm is straightforward. A city does not have to wait until residents are already living beside a constant industrial hum before acting. If a proposed use has foreseeable characteristics that may conflict with homes, schools, churches, parks, livestock, rural neighborhoods, roads, utilities, and emergency services, the City may require proof of compatibility before approval.

### **Recommended Legal Framing**

The City should consistently describe the ordinance as a compatibility ordinance, public welfare ordinance, nuisance prevention ordinance, rural character preservation ordinance, comprehensive plan implementation ordinance, infrastructure protection ordinance, and public safety coordination ordinance.

The City should avoid describing the ordinance as a blanket ban unless the City Council intentionally chooses prohibition in specific districts. The better posture is that data centers are restricted, conditioned, or denied where they cannot prove compatibility with surrounding properties and public infrastructure.

### **Bottom Line**

A city does not have to wait until residents are trapped beside a 24 hour industrial hum before it acts. When a proposed land use has foreseeable impacts on sleep, residential peace, rural character, agriculture, infrastructure, and public safety, the City may require the applicant to prove compatibility before approval.



### 3. Technical Acoustic Standards Appendix

This appendix is intended to support the ordinance by establishing technical requirements for evaluating, modeling, measuring, mitigating, verifying, and enforcing noise, low frequency sound, tonal sound, vibration, and related acoustic impacts from data centers and related infrastructure.

The exact numerical limits and methods should be reviewed by the City Attorney and a qualified acoustic consultant before adoption. The framework below provides the policy direction and review structure.

#### Applicability

Applies to acoustic studies, modeling, post construction verification testing, complaint based testing, peer review, and ongoing monitoring required for any regulated data center or related infrastructure. For phased projects, all review should evaluate full buildout.

#### General Acoustic Standard

No regulated facility should produce sound, low frequency sound, tonal sound, vibration, hum, drone, rumble, throb, whine, mechanical cycling, generator noise, transformer noise, cooling system noise, or other acoustic impact that materially interferes with nearby residential, agricultural, civic, religious, educational, recreational, or public uses.

Compliance with a single A weighted decibel number should not be sufficient by itself. The City may consider sound character, duration, frequency content, tonal quality, nighttime audibility, cumulative equipment operation, vibration, rural ambient conditions, and resident experience.

#### Qualified Acoustic Professional Required

All acoustic studies, modeling, mitigation plans, verification reports, and complaint based testing reports should be prepared by a qualified acoustic professional acceptable to the City. Experience should include industrial mechanical noise, cooling equipment noise, generator noise, transformer hum, low frequency sound, tonal sound, outdoor sound propagation, and community noise impacts.

#### Required Acoustic Impact Study

Each applicant should submit an Acoustic Impact Study with the SUP application. The study should include existing ambient sound measurements, full buildout modeling, daytime and nighttime analysis, peak summer cooling load, generator testing, emergency generator operation, transformer and substation analysis, cooling system analysis, rooftop equipment analysis, low frequency analysis, tonal analysis, vibration analysis, cumulative sound analysis, sensitive receptor analysis, mitigation plan, and post construction verification plan.

#### Ambient Sound Monitoring

Ambient monitoring should occur at City approved locations, including nearest residences, residential property lines, agricultural or livestock uses, churches, schools, parks, trails, and any additional location required by the City. Monitoring should include daytime and nighttime conditions.

#### Required Sound Metrics

Reports should include LAeq, Lmax, Lmin, L10, L50, L90, daytime values, nighttime values, octave band data, one third octave band data where required, low frequency band levels, tonal components, impulsive or intermittent events, and vibration readings where applicable.

## Low Frequency Sound Review

The applicant should evaluate low frequency sound from all equipment capable of producing hum, rumble, throb, drone, vibration, or structure borne sound. This includes transformers, generators, cooling fans, pumps, compressors, and battery energy storage cooling systems.

## Tonal Sound Review

The applicant should identify any equipment or operation likely to create tonal sound, including transformers, substations, fans, chillers, pumps, compressors, generators, inverters, and rooftop equipment. Where tonal sound is present or projected, the City may apply a tonal penalty, require additional mitigation, require greater setbacks, restrict operations, or deny approval.

## Suggested Tonal Penalty Framework

For consultant review, if a tonal component is clearly perceptible at a property line, residence, or sensitive receptor, the modeled or measured sound level may be adjusted upward by 5 dB for compliance evaluation. If the tone is highly prominent, persistent, or present at night, the City may require a greater site specific mitigation requirement.

## Suggested Daytime and Nighttime Standards

For review by the City Attorney and acoustic consultant, the City may consider requiring that a regulated facility not exceed the lower of the applicable City noise ordinance limit, any site specific SUP limit, 5 dBA above measured nighttime ambient sound level at a sensitive receptor, 45 dBA nighttime at the nearest residence or sensitive receptor, or 55 dBA daytime at the nearest residence or sensitive receptor. Lower limits may be appropriate in rural areas with very low nighttime ambient sound.

## Full Buildout and Worst Case Modeling

The acoustic model should include peak summer cooling load, nighttime operation, maximum electrical demand, all reasonably foreseeable phases, all planned generators, all planned transformers, all cooling systems, emergency operation scenarios, load bank testing scenarios, and simultaneous or sequential generator testing.

## Generator Testing Analysis

Generator testing should be modeled separately from normal operations. The study should evaluate one generator, multiple generators, maximum proposed simultaneous testing, load bank testing, startup, shutdown, exhaust noise, low frequency sound, vibration, and sound at residences and sensitive receptors. Generator testing should not be averaged in a way that hides peaks.

## Post Construction Verification Testing

Before full operation, the owner or operator should complete post construction acoustic verification testing to confirm whether actual operations match or remain below the approved model. Testing should include daytime, nighttime, property line, sensitive receptor, low frequency, tonal, vibration, generator, and peak operation conditions where feasible.

## Complaint Based Testing and Ongoing Monitoring

The City may require testing when residents, property owners, agricultural operators, churches, schools, parks, or other sensitive receptors report noise, hum, vibration, or related impacts. The City may also require ongoing monitoring during peak summer periods, generator testing, after equipment replacement, after expansion, or at intervals established by SUP.

## Corrective Action

If testing shows noncompliance or unacceptable impacts, the City may require additional acoustic barriers, generator testing restrictions, equipment replacement, equipment relocation, additional enclosures, silencers, reduced operating intensity, transformer shielding, vibration isolation, additional monitoring, or revised operating conditions.

## 4. Research Memo on Data Center Noise and Health Impacts

### Purpose

This memorandum summarizes evidence supporting municipal regulation of data centers and similar digital infrastructure facilities where continuous industrial noise, low frequency hum, tonal sound, vibration, and related operational impacts may affect nearby residents, agricultural operations, livestock uses, churches, schools, parks, trails, and other sensitive receptors.

### Executive Summary

The evidence supports a reasonable municipal finding that continuous industrial noise, particularly at night, may interfere with sleep, residential tranquility, stress levels, and peaceful enjoyment of property. The strongest evidence comes from broader environmental noise literature, which recognizes sleep disturbance, annoyance, stress reactions, cardiovascular concerns, and reduced well being as legitimate public health and welfare concerns.

Data center specific evidence is developing, but it is already strong enough to justify caution. Data centers commonly use mechanical cooling, fans, generators, transformers, and utility infrastructure. Resident complaints involving constant humming, nighttime disturbance, and quality of life concerns have been documented in multiple communities.

### Established Evidence

Environmental noise is a recognized public health and welfare concern. WHO and other public health sources recognize that excessive environmental noise can cause annoyance and is associated with sleep disturbance, hypertension, ischemic heart disease, hearing impairment, tinnitus, and cognitive impairment.

Sleep disturbance is one of the strongest concerns. Nighttime noise is especially important because it can interfere with rest, residential tranquility, and long term well being.

Annoyance is not trivial. Long term unwanted noise can interfere with normal activities, mental well being, and peaceful use of property.

Low frequency and tonal noise deserve special attention because they may be perceived as persistent hum, drone, rumble, or vibration and may not be fully captured by basic A weighted decibel measurements.

### Data Center Specific Evidence

Data centers can generate continuous mechanical and utility noise from cooling systems, fans, chillers, compressors, backup generators, transformers, substations, and power infrastructure.

Resident complaints near data centers and related digital facilities are increasingly documented. These complaints often focus on constant hum, nighttime disturbance, and loss of residential peace.

Data center noise is often tied to cooling and backup power systems, which supports requiring equipment inventories, generator testing restrictions, transformer analysis, cooling system analysis, and full buildout acoustic modeling.

### Strongly Supported Inferences

Rural areas may be more sensitive to data center noise because ambient nighttime sound levels are often lower than in urban industrial areas. Mechanical hum or tonal sound may stand out more clearly and become more intrusive.

A weighted decibel limits alone may be insufficient because they can understate low frequency sound and may not fully reflect tonal hum, vibration, or persistent mechanical sound.

Full buildout review is necessary because later phases may add buildings, cooling equipment, generators, transformers, and substations that increase the total acoustic footprint.

Generator testing can create separate nuisance concerns, especially where testing involves startup, shutdown, load bank testing, simultaneous testing, or nighttime operation.

### **Emerging or Anecdotal Claims**

Some reports describe residents alleging symptoms such as dizziness, nausea, vertigo, headaches, anxiety, and sleep disruption near certain facilities. These claims should be treated carefully. They may justify low frequency analysis, but should not be overstated as settled proof for every data center.

Claims that data center hum can travel miles should be treated cautiously. This may be possible under certain site, terrain, weather, source power, and frequency conditions, but should not be used as a universal claim without site specific acoustic evidence.

### **Findings Supported by the Evidence**

The City Council may reasonably find that continuous environmental noise is a public health and welfare concern, nighttime noise may interfere with sleep, low frequency and tonal sound may require special technical review, data centers may include equipment capable of producing continuous noise and hum, rural areas may warrant stricter review, and applicants should be required to prove compatibility before approval.

### **Policy Recommendations**

The research supports requiring a Special Use Permit, setbacks from residences and sensitive receptors, full buildout acoustic studies, nighttime specific standards, low frequency and tonal analysis, generator testing restrictions, independent peer review, post construction verification, complaint based retesting, and denial authority where compatibility is not proven.

### **Bottom Line**

Established evidence supports the conclusion that environmental noise can harm sleep, well being, and public welfare. Data center specific evidence supports the conclusion that these facilities can create continuous mechanical hum, low frequency noise, vibration, and resident complaints. Strongly supported inferences support stricter review in rural residential areas like McLendon Chisholm. Emerging claims support caution and technical review but should not be overstated.

## 5. Special Use Permit and Staff Review Checklist

This checklist is intended to guide City staff, Planning and Zoning, City Council, consultants, the City Attorney, and applicants. The central question is whether the applicant has proven compatibility or merely submitted a project.

### Initial Application Completeness Review

- Completed application form
- Application fee
- Property owner authorization
- Legal description and boundary survey
- Existing zoning and future land use designation
- Full project narrative and full buildout description
- Phasing plan
- Detailed site plan and building elevations
- Mechanical equipment plan
- Utility infrastructure plan
- Emergency power and generator plan
- Battery energy storage plan if applicable
- Substation, transformer, or switchyard plan if applicable

### Zoning and Land Use Compatibility Review

- Is the use allowed to be considered in the zoning district
- Is a Special Use Permit required
- Is the use prohibited in the district
- Are accessory energy facilities included in the review
- Does the project require rezoning, platting, site plan approval, variance, or additional permits
- Is the proposal consistent with the Comprehensive Plan and rural character

### Sensitive Receptor Review

- Existing residences
- Residentially zoned property
- Future residential areas
- Agricultural operations
- Livestock uses
- Churches
- Schools
- Daycares
- Parks
- Trails
- Public facilities
- Any other location requiring enhanced protection

### Setback Review

- Distance from existing residences
- Distance from residential zoning districts
- Distance from future residential land use areas

- Distance from schools and churches
- Distance from parks and trails
- Distance from agricultural and livestock uses
- Measurement from buildings, mechanical yards, generators, transformers, substations, battery systems, cooling equipment, utility yards, and accessory infrastructure

### Acoustic Review

- Existing ambient sound monitoring
- Daytime and nighttime conditions
- Full buildout modeling
- Peak summer cooling load
- Worst case operation
- Cooling equipment
- Transformers and substations
- Generators and load bank testing
- Emergency generator operation
- Low frequency analysis
- Tonal analysis
- Vibration analysis
- Cumulative sound analysis
- Post construction verification plan

### Independent Peer Review

- Acoustic study
- Low frequency and tonal analysis
- Generator noise analysis
- Lighting plan
- Traffic impact analysis
- Water and wastewater demand
- Drainage
- Fire protection
- Emergency response
- Electrical demand
- Fiscal impact
- Legal issues

### Generator and Emergency Power Review

- Number and capacity of generators
- Fuel type and storage
- Location and enclosure type
- Routine testing schedule
- Load bank testing schedule
- Simultaneous testing assumptions
- Emergency operation assumptions
- Generator log requirements
- Notice procedures
- Testing restrictions

## Lighting, Screening, and Visual Review

- Lighting plan and photometric plan
- Full cutoff fixtures
- Spillover and glare controls
- Security lighting controls
- Mechanical equipment screening
- Rooftop equipment screening or prohibition
- Generator, transformer, battery, and utility yard screening
- Landscaping and berms
- Rural character buffer

## Infrastructure Review

- Electrical demand analysis
- Water demand analysis
- Wastewater impact analysis
- Stormwater and drainage analysis
- Traffic impact analysis
- Road condition assessment
- Construction traffic plan
- Fire protection analysis
- Emergency response analysis
- Public cost analysis
- Utility provider coordination
- Financial security proposal

## Fire and Public Safety Review

- City Fire Department review
- Fire Marshal review
- Designated law enforcement provider review
- Designated EMS or ambulance provider review
- Any other Designated Public Safety Provider review
- Fire access and fire lanes
- Fire flow and suppression systems
- Battery and fuel risks
- Transformer and generator risks
- Emergency shutdown procedures
- Gate access and lock box systems
- Site maps and emergency contacts

## Construction Management Review

- Construction hours
- Haul routes
- Truck traffic
- Worker parking
- Staging areas
- Dust control

- Mud control
- Road protection
- Temporary lighting
- Temporary generators
- Construction noise
- Complaint contact
- Drainage during construction

### **Possible Denial Findings**

- Applicant failed to prove compatibility
- Project conflicts with Comprehensive Plan
- Project is too close to residences or sensitive receptors
- Setbacks are inadequate
- Acoustic impacts are unresolved
- Low frequency or tonal sound is not adequately addressed
- Generator impacts are not mitigated
- Full buildout was not modeled
- Infrastructure impacts are unresolved
- Fire or emergency access concerns remain
- Mitigation is speculative or unenforceable
- Public costs or burdens are unreasonable

## 6. Public Facing FAQ and Talking Points

### What is the purpose of the ordinance?

The purpose is to require large scale data centers and similar digital infrastructure facilities to prove compatibility before approval. The ordinance is intended to protect residents, rural character, agricultural compatibility, infrastructure, public safety, and peaceful enjoyment of property.

### Is this anti business?

No. This is a compatibility ordinance. Responsible economic development is welcome, but a business should not shift its noise, utility burden, road impacts, fire risk, lighting impacts, or other burdens onto nearby residents.

### Why not treat data centers like offices or warehouses?

A data center may look like a building, but it can operate like a 24 hour mechanical and utility facility. It may include cooling equipment, generators, transformers, substations, battery systems, high electric demand, water demand, security lighting, and continuous operation.

### Why require a Special Use Permit?

Every site is different. A Special Use Permit allows the City to review location, nearby homes, churches, schools, parks, agricultural uses, sound studies, lighting plans, generator testing, fire protection, roads, water, wastewater, and full buildout.

### Why are setbacks important?

Setbacks protect people before problems occur. Distance matters when a facility may run mechanical equipment 24 hours a day, especially in a rural area with lower nighttime ambient sound.

### Why include farms, livestock, and agriculture?

McLendon Chisholm's rural character includes agricultural and livestock uses. If a proposed data center may affect livestock, barns, pastures, agricultural operations, or rural property enjoyment, the City should consider those impacts before approval.

### Why require acoustic studies?

The City should not approve a major 24 hour mechanical facility based on promises. The applicant should prove full buildout sound levels, nighttime impacts, low frequency hum, tonal noise, vibration, generator testing impacts, and mitigation effectiveness.

### Why require independent peer review?

Developer studies are prepared for the developer. The City should have independent experts review technical claims at the applicant's expense to protect residents and taxpayers.

### Why include generator testing limits?

Backup generators can be loud. Routine testing should not become a recurring nuisance for nearby residents. Emergency use during a true emergency can be treated differently from routine testing.

## Why include lighting and screening?

Rural character includes what people see at night. Large buildings, security lighting, mechanical yards, utility yards, fencing, substations, rooftop equipment, and exposed generators can change the look and feel of an area.

## Why include fire and emergency access?

Data centers can involve secured campuses, generators, fuel tanks, batteries, transformers, and electrical infrastructure. Public safety providers must be able to access and respond to the site under real world emergency conditions.

## What is the main standard?

The applicant must prove compatibility. Not maybe. Not trust us. Not economic benefit alone. The applicant must prove the project can operate without harming residents, rural character, public safety, agriculture, livestock, infrastructure, or peaceful enjoyment of property.

## Short Talking Points

- This is not anti business. It is pro resident and pro responsible planning.
- A data center is not just an office building. It can be a 24 hour mechanical and utility facility.
- The City should not wait until families are living beside a constant industrial hum before acting.
- The applicant should carry the burden of proof, not the residents.
- Economic development is welcome, but not at the expense of nearby homes, churches, schools, farms, livestock, roads, and public safety.
- A project that truly fits should be able to prove it through studies, setbacks, peer review, and enforceable conditions.
- If compatibility cannot be proven, the City should have the authority to say no.
- The goal is simple. Protect residents before the harm is permanent.

## Short Public Statement

McLendon Chisholm is not opposed to responsible economic development. But a large scale data center is not an ordinary office or warehouse. These facilities can include 24 hour cooling systems, generators, transformers, substations, lighting, water demand, road impacts, and continuous mechanical noise. Before any such facility is approved, the applicant should be required to prove that it will not harm nearby residents, rural character, public safety, agriculture, livestock, churches, schools, parks, or infrastructure. This ordinance puts the burden where it belongs, on the applicant seeking approval, not on the residents who would have to live with the consequences.

## 7. Responses to Common Developer Arguments

### **Argument: This ordinance is anti business.**

No. It is pro resident, pro planning, and pro responsible development. A serious business should be willing to prove that its project fits the location where it wants to build. The ordinance does not stop business. It stops incompatible development from shifting burdens onto residents.

### **Argument: Data centers are just office or warehouse uses.**

A large scale data center can include 24 hour cooling systems, generators, transformers, substations, battery systems, fuel systems, utility yards, security lighting, and major electric demand. That is not the same operational profile as a typical office or warehouse.

### **Argument: Existing noise rules are enough.**

Existing noise rules help, but they are not enough by themselves. Data center noise can involve continuous mechanical sound, low frequency hum, tonal noise, vibration, transformer hum, generator testing, and cumulative equipment noise. This ordinance is designed to prevent problems before residents are stuck with them.

### **Argument: The setbacks are excessive.**

Setbacks are not being used alone. They are one layer in a broader compatibility system that also includes SUP review, acoustic studies, peer review, lighting controls, generator restrictions, infrastructure analysis, public safety coordination, post construction testing, and ongoing compliance.

### **Argument: The City is trying to ban data centers.**

The ordinance does not need to be framed as a citywide ban. It says that data centers should not be permitted by right and should not be allowed in incompatible locations. If a project truly fits, the applicant should be able to prove it.

### **Argument: This project will bring tax revenue.**

Tax revenue matters, but it is not the only measure of public benefit. A project that generates revenue but damages roads, creates public safety burdens, disrupts homes, or changes rural character may not be a net benefit.

### **Argument: We meet all state and federal requirements.**

State and federal compliance is the floor, not the finish line. A project may comply with state or federal rules and still be incompatible with nearby homes, churches, schools, parks, farms, roads, utilities, or rural character.

### **Argument: Residents are exaggerating the risk.**

The ordinance is not based on fear or exaggeration. It is based on reasonable planning. The residents do not have to prove disaster. The applicant has to prove compatibility.

### **Argument: Acoustic studies will delay the project.**

If the project is safe and compatible, the study should help prove it. A high intensity 24 hour facility should not be approved without serious acoustic review.

### **Argument: Independent peer review is unnecessary.**

Independent review is necessary because the applicant's consultants work for the applicant. Trust is not a substitute for verification.

### **Argument: Generator testing is rare and not a big issue.**

Routine testing, load bank testing, simultaneous testing, startup, shutdown, and maintenance testing can still be disruptive. Emergency use is one thing. Routine testing beside residents is another.

### **Argument: The City should not regulate utility infrastructure.**

The City is not trying to regulate the electric grid. It is reviewing land use impacts from infrastructure that is part of or caused by the proposed project.

### **Argument: The project will use little water.**

Then the applicant should prove it. The City should not guess about water demand, peak demand, cooling technology, drought impacts, fire flow, wastewater, or utility capacity.

### **Argument: The site is secure, so public safety is not a concern.**

Security can make emergency access more complicated. Gates, fencing, restricted access, fuel tanks, batteries, transformers, and private roads require serious public safety coordination.

### **Argument: The City is overstepping its authority.**

The City is regulating local land use, noise, infrastructure, public safety, nuisance impacts, and compatibility. It is not regulating data or the internet.

### **Argument: Residents can file complaints later.**

That is backwards. Residents should not have to wait until after construction to find out whether their homes, sleep, livestock, or property enjoyment will be affected.

### **Argument: Noise walls and equipment enclosures will solve everything.**

Maybe they will. Maybe they will not. Mitigation is not real until it is modeled, built, tested, and enforceable.

### **Argument: The City should approve now and work out details later.**

For a high intensity 24 hour facility, the key details are the decision. Approve first and study later is not responsible planning.

### **Argument: Other cities allow these facilities.**

Other cities may have different land use patterns, industrial districts, infrastructure, tax base, roads, utilities, and community character. McLendon Chisholm should decide based on McLendon Chisholm's circumstances.

### **Argument: Technology is the future.**

Technology may be part of the future, but responsible local government still has to decide where high intensity facilities belong. The future still has to respect the people who live here now.

## Strong Closing Message

McLendon Chisholm is not against data centers, technology, or business. But no developer has a right to place a 24 hour mechanical and utility facility near homes, churches, schools, farms, livestock, parks, or rural neighborhoods without first proving compatibility. The burden belongs on the applicant. The protection belongs to the residents. The decision belongs to the City.

## 8. Source Reference List

- City of McLendon Chisholm Home Rule Charter, especially Sections 2.02, 2.03, and 3.01.
- City of McLendon Chisholm Code of Ordinances, General Provisions, including severability, penalties, continuing violations, nuisance remedies, and codification provisions.
- City of McLendon Chisholm Code of Ordinances, Health and Sanitation, Offensive Conditions on Real Property.
- City of McLendon Chisholm Code of Ordinances, Animal Control, including animal nuisance and livestock definitions.
- City of McLendon Chisholm Code of Ordinances, Building Regulations, including technical codes, flood and stormwater provisions, sign regulations, construction time limits, and roadway impact fee concepts.
- City of McLendon Chisholm Code of Ordinances, Business Regulations, including business permits, mobile food vendor permits, lock box entry systems, and sexually oriented business distance restrictions.
- City of McLendon Chisholm Code of Ordinances, Fire Prevention and Protection, including Fire and Rescue Department, Fire Marshal, outdoor burning, and public safety inspection concepts.
- City of McLendon Chisholm Code of Ordinances, Offenses and Nuisances, including noise, litter, dangerous buildings, and nuisance remedies.
- City of McLendon Chisholm Code of Ordinances, Personnel, including police department provisions.  
Note: for this ordinance packet, use designated law enforcement provider language to reflect current service delivery and preserve flexibility.
- Texas Local Government Code Chapter 211, Municipal Zoning Authority.
- Texas Local Government Code Chapter 213, Municipal Comprehensive Plans.
- Texas Local Government Code Chapter 217, Municipal Nuisance Authority.
- Village of Euclid v. Ambler Realty Co., 272 U.S. 365 (1926).
- World Health Organization environmental noise materials and WHO Compendium on Health and Environment.
- Noise and Vibration Considerations for Data Centers and IT Facilities, acoustic industry reference.
- DCOAG JMT Noise Ordinance Update Presentation, March 18, 2025.
- Project notes and draft materials prepared for the McLendon Chisholm data center compatibility ordinance project.

Note: Before public adoption or filing, the City Attorney should verify all citations and determine whether any source should be included in the public record, staff report, agenda packet, or adopted findings.



## City of McLendon-Chisholm Staff Report

**Date:** June 9, 2026

**Agenda Item:** Discuss and consider an ordinance amending Chapter 8, "Offenses and Nuisances", Article 8.05, "Solicitation and Handbill Distribution", Division 3, "Solicitation on private property" of the City's code of ordinances by repealing and replacing in their entirety sections 8.05.063, 8.05.064, and 8.05.065 to add application requirements, establishing permit display requirements, establishing permit duration requirements, and providing penalties for soliciting without a permit.

### **Background:**

This item was placed on the agenda at the request of Councilmember Arik Towry. The proposed amendments are intended to strengthen solicitation permit requirements and improve enforcement related to solicitation activities occurring within the city limits.

The proposed amendments include the following:

- Requiring solicitation permits to be visibly displayed at all times along with matching photo identification;
- Establishing a thirty (30) day permit duration;
- Requiring proof of general liability insurance covering all employees and subcontractors conducting solicitation activities within the city limits;
- Requiring City-approved background checks for all individuals listed on the permit;
- Requiring background checks to be completed within ninety (90) days prior to permit application;
- Requiring all individuals conducting solicitation activities to be listed on the permit; and
- Establishing enhanced penalties for soliciting without a valid permit, including doubled permit fees for a first offense and a twelve (12) month ban for a second offense within a one-year period.

### **Options/Alternatives:**

1. City Council may approve the Ordinance, as presented.
2. City Council may deny the Ordinance.

**Recommendation:**

Staff recommend approval of the Ordinance, as presented.

**Attachments:**

- Ordinance

**Presenter:** Fabrice Kabona, City Manager

**ORDINANCE NO. 2026-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING CHAPTER 8, “OFFENSES AND NUISANCES”, ARTICLE 8.05, “SOLICITATION AND HANDBILL DISTRIBUTION”, DIVISION 3, “SOLICITATION ON PRIVATE PROPERTY,” OF THE CITY’S CODE OF ORDINANCES BY REPEALING REPLACING IN THEIR ENTIRETY SECTIONS 8.05.063, 8.05.064, AND 8.05.065, TO ADD APPLICATION REQUIREMENTS, ESTABLISHING PERMIT DISPLAY REQUIREMENTS, ESTABLISHING PERMIT DURATION REQUIREMENTS, PROVIDING PENALTIES FOR SOLICITING WITHOUT A PERMIT, PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, PROVIDING FOR CODIFICATION, PROVIDING FOR PUBLICATION, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of McLendon-Chisholm, Texas (“City”), finds that solicitation activities conducted within the city limits should be regulated in order to protect the public health, safety, and welfare of residents; and

**WHEREAS**, the City Council finds that additional permit requirements, insurance requirements, identification requirements, and background check requirements are necessary to promote accountability and public safety related to solicitation activities occurring on private property within the City; and

**WHEREAS**, the City Council finds that establishing permit duration requirements and enhanced penalties for soliciting without a valid permit will assist with enforcement and compliance efforts and are in the best interest of the public health, safety, and welfare of the citizens of the City of McLendon-Chisholm.

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

**SECTION 1.** Chapter 8, “Offenses and Nuisances”, Article 8.05, “Solicitation and Handbill Distribution”, Division 3, “Solicitation on Private Property”, Section 8.05.063, 8.05.064 and 8.05.065 are hereby repealed and replaced with new Chapter 8, “Offenses and Nuisances”,

Article 8.05, “Solicitation and Handbill Distribution”, Division 3, “Solicitation on Private Property”, Section 8.05.063, 8.05.064 and 8.05.065, and which shall read as follows:

“...  
...

Chapter 8. Offenses and Nuisances

...

Article 8.05. Solicitation and Handbill Distribution

...

Division 3. Solicitation on Private Property

**§ 8.05.063 Application and fee for permit.**

(a) Application for a permit required by section **8.05.062** above, shall be made upon forms furnished by the director of the department of public safety or fire marshal and shall contain information deemed necessary to properly identify the applicant, the nature of his or her business, and the business entity by which he or she is employed. The information shall include, but not be limited to the following:

- (1) The name of the person applying, their date of birth, residence and business addresses, and residence and business telephone numbers.
- (2) If different from the person applying, the name of the handbill sponsor if the permit is for the purpose of distributing commercial handbills, and the name of the merchant if the permit is for the purpose of solicitation.
- (3) Supervisor’s name, address, and phone number.
- (4) Each applicant shall appear in person and provide proof of identification through a valid driver’s license or other valid, official government issued identification.
- (5) Whether the applicant or any agent of the applicant has been convicted of a felony within the last five years.
- (6) The full legal name, telephone number and address of commercial organization.
- (7) Full and complete list of goods sought to be sold and services to be delivered.
- (8) The time period within which the solicitation of funds or distribution of handbills is to occur; specifically including the beginning and ending date of the solicitation of funds or distribution of handbills.
- (9) A description of the methods and means by which the solicitation of funds or distribution of commercial handbills is to be accomplished.
- (10) Whether the applicant, if an order is obtained, will demand, accept or receive payment or deposit of money in advance of final delivery.

- (11) A statement that if the permit is granted, then said permit shall not be used or represented as endorsed or approved by the city or any of its officers or employees.
- (12) The specific location, if any, in which the vendor/peddler intends to conduct business.
- (13) If the applicant is peddling or soliciting funds from private property, a written statement from the property owner consenting to applicant's use of his/her property for the sales activities indicated in the permit application.
- (14) In regard to a handbill sponsor and/or merchant, the following shall apply:
- (A) If a natural person, the business and residence addresses and telephone numbers.
  - (B) If a partnership:
    - (i) The names of all partners;
    - (ii) The name, principal business address;
    - (iii) Telephone number of the partnership and the agent for service of process; and
    - (iv) The state of formation.
  - (C) If a corporation or limited liability company, the person applying must state:
    - (i) The mailing address and telephone number of the principal place of business and the registered agent;
    - (ii) The mailing address, business location, telephone number and name of the individual in charge of the local office of such entity, if any;
    - (iii) The names of all officers and directors or trustees of such corporation, or of all members (if member managed), managers and officers of such limited liability company; and
    - (iv) The state of incorporation or formation.
  - (D) If an association or any other entity, the person applying must state:
    - (i) The mailing address and telephone number of the principal place of business and the agent for service of process;
    - (ii) The names of all members/owners of the association unless they exceed ten in number, in which case the application shall so state and the person registering may in the alternative list the names and business addresses and telephone numbers of the officers and directors or trustees of the association; and
    - (iii) If the association is part of a multi-state organization or association, the mailing address and business location of its central office shall be given, in addition to the mailing address and business location of its local office.
- (15) Satisfactory proof of the individual's authority to represent the partnership, corporation association or business entity.
- (16) Application must be accompanied by a copy of a valid state sales tax certificate, if applicable.
- (17) Information provided by applicant will be subject to verification by the department of public safety and/or other databases.
- (b)
- (1) Every application shall be accompanied by a nonrefundable, nontransferable application fee as set forth in the current fee schedule. The permit is issued by the director of the department of public safety/fire marshal, shall be issued for a period of one year from the date of approval and shall be renewed only upon the same terms and conditions as provided herein, and amended.

- (2) A different fee amount may be set forth in the fee schedule for the noncommercial door-to-door solicitors, including but not limited to, persons selling goods or merchandise on behalf of any education, religious, or civic institution or other nonprofit organization.
- (c) Every permittee shall be issued a permit and contain the following information: name of permittee, license number, date of expiration, signature of the director of the department of public safety/fire marshal. The permit shall be carried on the person at all times and exhibited to any peace officer or resident upon request.
- (d) If the application is for a child or children under 14 years of age or younger subject to the Texas Labor Code Chapter 51, the following information must also be attached to the application:
  - (1) A copy of the parental consent form required by the Texas Labor Code §51.51.0145, as it exists or as may be amended;
  - (2) Documentation showing that the Texas Employment Commission has granted a hardship exemption if required under the Texas Labor Code Chapter 51; and
  - (3) The name, address, and telephone number of all persons who will be responsible for supervising the child pursuant to the Texas Labor Code §51,0145, as it exists or as it may be amended.
- (e) All applications, whether or not a permit is issued, shall be considered public record in accordance with the Texas Public Information Act, as amended.
- (f) Permit holder shall visibly display the solicitation permit at all times while soliciting within the city limits, along with a valid photo identification matching the name listed on the permit.
- (g) Applicant shall provide proof of general liability insurance with minimum coverage limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Coverage shall include all employees and subcontractors conducting solicitation activities within the city limits.
- (h) Applicant shall provide a City-approved background check for all individuals conducting solicitation activities under the permit. Background checks must have been completed no more than ninety (90) days prior to the permit application date.
- (e) Any individual soliciting within the city limits must be listed on the approved permit.

**§ 8.05.064 Permit issuance, denial, duration and form.**

- (a) When an application is filed, the director of the department of public safety/fire marshal shall review the application.
- (b) the director of the department of public safety/fire marshal shall approve the application and issue the permit unless any of the following apply, in which case the permit shall be denied:
  - (1) The application fails to comply with a provision of this chapter;
  - (2) A previous permit issued under this chapter was revoked within the past 12 months;
  - (3) The director of the department of public safety/fire marshal determines that the applicant has been convicted of a felony within the last five years.
  - (4) The director of the department of public safety/fire marshal determines that the applicant has furnished false information or identification.
  - (5) The applicant has a warrant out for their arrest; or
  - (6) A court of law has issued an emergency protective order against the applicant.
- (c) The department of public safety/fire marshal shall notify the applicant of their decision to approve or deny a permit application within ten business days of the receipt of the application. Notification of the decision shall be given in writing and either sent via U.S. mail to the application address as listed on the permit application or delivered to the applicant in person.

(d) If the application was turned in as incomplete, the department of public safety/fire marshal shall not grant or deny the application but shall return the application with an explanation of what additional information/documentation is needed to process the application the application. The incomplete application and explanation shall be sent within ten business days of the receipt of the application to the applicant's address as listed on the permit application or it shall be delivered to the applicant in person.

(e) The city shall prescribe the form of the permit. The permit may contain a photo of the applicant. The following shall be printed prominently on each permit: "The issuance of this permit is not an endorsement by the city or any of its officers or employees." Each permit shall bear a permit number that corresponds with the city's files containing the application filed by the applicant.

(f) All solicitation permits issued under this Division shall expire thirty (30) days from the date of issuance unless earlier suspended or revoked.

(g) The permit and matching photo identification shall be displayed and visible at all times while conducting solicitation activities within the city limits.

#### § 8.05.065 Revocation and/or suspension of permit.

(a)

(1) If a permit holder fails to comply with this chapter, the department of public safety/fire marshal will take the following action:

(A) For a first offense under this chapter, any permit or application fee required for the offender's next permit application shall be assessed at twice the applicable rate.

(B) For a second offense under this chapter within a 12-month period, any permit issued hereunder to the offender shall be revoked, and such offender shall not be eligible to apply for another permit for a period of 12 months from the date of revocation.

(2) If a permit holder is arrested and charged with a felony the permit shall be suspended until final disposition of the criminal charges.

(A) Upon conviction or acceptance of deferred adjudication by the court, the permit shall be revoked.

(B) If the permit holder is found innocent or the charges are dismissed, the suspension of the permit shall be lifted.

(3) Upon suspension or revocation, the permit holder shall tender the permit to the department of public safety/fire marshal until completion of the suspension or successful appeal of the suspension or revocation.

(b) The director of the department of public safety/fire marshal or his designee may revoke a permit and the permittee may be prohibited from reapplying for the period covered by the original application, or an application to solicit may be denied, for any of the following reasons:

(1) The required application information is incomplete, incorrect, or contains false or misleading information;

(2) A solicitor, while soliciting, is charged and subsequently convicted of theft or fraud or a violation of any city, state, or Federal law, in connection with the said solicitation;

(3) The applicant or any individual involved in the peddling or solicitation is currently wanted on a warrant for arrest for any pending criminal matter;

(4) The applicant is a person against whom a judgment, conviction or deferred adjudication has been entered within five years preceding the date of application, based

on any felony, or a misdemeanor or civil suit involving fraud, deceit or misrepresentation;

(5) The applicant provided no proof of authority to serve as agent for the principal; or

(6) The permit fee or subsequent renewal, if applicable, has not been paid.

...”

## **SECTION 2. SAVINGS CLAUSE.**

All rights and remedies of the City of McLendon-Chisholm, Texas, are expressly saved as to any and all violations of the provisions of the Code of Ordinances that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

## **SECTION 3. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

## **SECTION 4. EFFECTIVE DATE.**

This Ordinance shall take effect immediately from and after its passage and publication as required by law.

**SECTION 5.** All recitals contained in this Ordinance are fully incorporated herein as if fully written.

**DULY PASSED** by the City Council of the City of McLendon-Chisholm, Texas, on this the 9<sup>th</sup> day of June 2026.

**APPROVED:**

\_\_\_\_\_  
Jerry Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Jennings, City Secretary



## City of McLendon-Chisholm

### Staff Report

**Date:** June 9, 2026

**Agenda Item:** Discussion and consideration of a resolution approving a Developer Funding Agreement between the City of McLendon-Chisholm and Pulte Homes of Texas, L.P., in connection with the Sonoma Verde North Public Improvement District

**Background:**

On April 22, 2025, the City Council approved the creation of the Sonoma Verde North Public Improvement District (PID) pursuant to Chapter 372 of the Texas Local Government Code. The PID encompasses approximately 314.7 acres associated with the Sonoma Verde North development. On February 25, 2025, the City entered into a Development Agreement related to the development of the property.

The attached Developer Funding Agreement establishes the terms for certain payments to be made by the developer in connection with future PID bond issuances and Project Fund Disbursements. Specifically, the agreement requires the developer to pay a City PID Fee equal to three percent (3%) of each Project Fund Disbursement within ten (10) business days of receipt.

Pursuant to the agreement:

- Two percent (2%) of each Project Fund Disbursement will be deposited into the City's General Fund and may be used for any lawful purpose.
- One percent (1%) will be deposited into a segregated account dedicated solely for future maintenance and repair of road and drainage improvements within the PID following expiration of the applicable maintenance bond period.

The agreement further provides that the City PID Fee is a non-reimbursable obligation of the developer and may not be paid from PID bond proceeds, assessments, or any other City revenues.

**Fiscal Impact:**

The agreement will provide the City with a funding mechanism associated with future PID bond disbursements, including a dedicated maintenance account for future roadway and drainage maintenance within the district.

**Options/Alternatives:**

1. City Council may approve the Resolution, as presented.
2. City Council may deny the Resolution.

**Recommendation:**

Staff recommends approval of the Resolution approving the Developer Funding Agreement – Sonoma Verde North Public Improvement District.

**Attachments:**

- Resolution
- Exhibit A - Developer Funding Agreement
- Sonoma Verde Development Agreement (executed)

**Presenter:** Fabrice Kabona, City Manager

**RESOLUTION NO. 2026 -**

**RESOLUTION APPROVING THE FORM AND AUTHORIZING THE MAYOR TO EXECUTE THE "DEVELOPER FUNDING AGREEMENT - SONOMA VERDE NORTH PUBLIC IMPROVEMENT DISTRICT" BETWEEN THE CITY OF MCLENDON-CHISHOLM, TEXAS AND PULTE HOMES OF TEXAS, L.P.**

**WHEREAS**, on April 22, 2025, after due notice and a called public hearing, the City Council (the "Council") of the City of McLendon-Chisholm, Texas (the "City"), adopted Resolution No. 2025-06 authorizing the creation of the Sonoma Verde North Public Improvement District (the "District") pursuant to Chapter 372 of the Texas Local Government Code, as amended; and

**WHEREAS**, prior to the creation of the District, the City entered into that certain Development Agreement - Sonoma Verde North (the "Development Agreement") relating to the development of the property within the District, dated on or about February 25, 2025, executed and delivered by the City and TDI GP, LLC, and assigned to Pulte Homes of Texas, L.P., a Texas limited partnership (the "Developer"); and

**WHEREAS**, in the Development Agreement, the City and the Developer agreed on certain payments to be made by the Developer in connection with the City's issuance of special revenue bonds for the District and desire to enter into the "Developer Funding Agreement - Sonoma Verde North Public Improvement District", dated June 9, 2026 (the "Developer Funding Agreement"), to set forth the terms of such payments, which Developer Funding Agreement has been presented to the Council; and

**WHEREAS**, the Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Developer Funding Agreement; and

**WHEREAS**, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

**Section 1.** The findings and premises contained in the preambles above are hereby deemed to be true and correct and incorporated herein.

**Section 2.** The form and content of the Developer Funding Agreement, which is attached hereto as **Exhibit A** and is incorporated herein for all purposes, is hereby approved, and the Mayor is authorized to execute such Developer Funding Agreement on behalf of the City, and the City Secretary is hereby authorized and directed to attest the signature of the Mayor.

**Section 3.** This Resolution shall be effective immediately upon its adoption.



**PASSED, APPROVED AND EFFECTIVE** this June 9, 2026.

---

Jerry Brewer, Mayor  
City of McLendon-Chisholm, Texas

ATTEST:

---

Angela Jennings, City Secretary  
City of McLendon-Chisholm, Texas

**Exhibit A**

Developer Funding Agreement

**DEVELOPER FUNDING AGREEMENT  
SONOMA VERDE NORTH PUBLIC IMPROVEMENT DISTRICT**

This Developer Funding Agreement – Sonoma Verde North Public Improvement District (this "Agreement") is entered into by Pulte Homes of Texas, L.P., a Texas limited partnership (the "Developer"), and the City of McLendon-Chisholm, Texas, a Texas home rule municipality (the "City"), to be effective June 9, 2026 (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

1.1 WHEREAS, on April 22, 2025, after due notice and a called public hearing, the City Council of the City (the "Council") adopted Resolution No. 2025-06 (the "Creation Resolution") authorizing the creation of the Sonoma Verde North Public Improvement District (the "District") pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), covering approximately 314.7 contiguous acres within the City's extraterritorial jurisdiction but intended to be annexed into the City's corporate limits; and

1.2 WHEREAS, prior to the creation of the District, the City entered into that certain *Development Agreement - Sonoma Verde North* relating to the development of the property within the District, dated on or about February 25, 2025, executed and delivered by the City and the Developer (the "Development Agreement"); and

1.3 WHEREAS, the City anticipates adopting an ordinance (i) approving a *Sonoma Verde North Public Improvement District Service and Assessment Plan* for the District (the "Service and Assessment Plan") and (ii) levying special assessments (the "Assessments") against specially benefitted property within the District for the purposes of financing a portion of the costs of certain public improvements as described in the Service and Assessment Plan and in accordance with the PID Act; and

1.4 WHEREAS, the City anticipates issuing special assessment revenue bonds ("PID Bonds") that will be secured by Assessments levied against property within the District as described in the Service and Assessment Plan and in accordance with the PID Act; and

1.5 WHEREAS, the City and the Developer have agreed on certain payments to be made by the Developer in connection with the development of the District and desire to enter into this Agreement to set forth the terms of such payments; and

1.6 WHEREAS, the City acknowledges that the Developer is in compliance with its duties and obligations under the Development Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

## SECTION 2. DEVELOPER PAYMENTS TO CITY

2.1 Recitals. The recitals contained in this Agreement are true and correct and are part of this Agreement for all purposes, and each Party has relied upon such Recitals in entering into this Agreement.

2.2 City PID Fee. Section 5.3 of the Development Agreement requires the Developer to pay a fee to the City (the "City PID Fee") in an amount equal to three percent (3%) of each disbursement of funds from the bond improvement account (each, a "Project Fund Disbursement") within ten (10) business days of the Developer's receipt of each Project Fund Disbursement. Section 5.3 of the Development Agreement further provides that (i) two percent (2%) of each Project Fund Disbursement shall be deposited into the City's general fund and may be used for any lawful purpose, and (ii) one percent (1%) of each Project Fund Disbursement shall be deposited into a segregated account and remain separate and apart from all other funds and accounts of the City to be used to solely for maintenance and repairs of road and drainage improvements in the District after the expiration of the two-year maintenance bond period. Payment of the City PID Fee shall be an unconditional payment obligation of the Developer as consideration for the City's creation of the PID. The City PID Fee shall not be reimbursable from any Assessments, from the proceeds of PID Bonds, or from any other monies or revenues of the City. In addition, the City PID Fee shall never be made available to pay debt service on any series of PID Bonds, directly or indirectly, but may be used by the City for the purposes authorized in the Development Agreement.

2.3 Developer Payments. The Developer hereby agrees that it will not use the proceeds of any series of PID Bonds as the source of funds for any payments that it makes to the City pursuant to this Agreement.

## SECTION 3. ADDITIONAL PROVISIONS

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall terminate upon the termination or expiration of the Development Agreement.

3.2 Representations and Warranties.

3.2.1 The Developer represents and warrants to the City that: (i) the Developer has the authority to enter into and perform its obligations under this Agreement and the Development Agreement; (ii) the Developer has the financial resources, or the ability to collect sufficient financial resources, to meet its obligations under this Agreement and the Development Agreement; (iii) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (iv) this Agreement is binding upon the Developer in accordance with its terms; and (v) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

3.2.2 The City represents and warrants to the Developer that: (i) the City has the authority to enter into and perform its obligations under this Agreement; (ii) the person executing this Agreement on behalf of the City has been duly authorized to do so; (iii) this Agreement is binding upon the City in accordance with its terms; and (iv) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

3.3 Default/Remedies. The default and remedies provisions set forth in Sections 7.3 and 7.4 of the Development Agreement shall apply to this Agreement, and such provisions are incorporated herein by reference.

3.4 Notice. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be given in the manner set forth in Section 7.12 of the Development Agreement, and such provisions are incorporated herein by reference.

3.5 Due Consideration. Each Party hereby finds, determines and stipulates that the benefits provided to it and the obligations hereunder are binding upon it and constitute due consideration for its execution of this Agreement.

3.6 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement

of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Rockwall County, Texas.

3.7 Assignment. The Developer may assign this Agreement from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond the applicable notice and cure period) under any agreement with the City, and (iii) has the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. The Developer shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements described above, the City shall provide written notice of such objections to the Developer within ten (10) days of receiving the assignment notice from the Developer. The Developer will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between the Developer and the City; provided, however, the City shall not unreasonably withhold the Developer's release from its obligations under this Agreement. The Developer's rights under this Agreement must be specifically assigned to a successor in order for such successor to be a "Party" to this Agreement.

3.8 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties, and with the approval of the Council.

3.9 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

3.10 Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

3.11 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the Developer (including its successors or assignees) any rights under or by reason of this Agreement. All provisions of this Agreement

shall be for the sole and exclusive benefit of the City and the Developer (including its successors or assignees).

3.12 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original. The City and the Developer agree that electronic signatures to this Agreement may be regarded as original signatures.

3.13 Certifications. The Developer certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates currently boycott or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended; and

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87<sup>th</sup> Texas Legislature, Regular Session and redesignated by House Bill 4595, 88<sup>th</sup> Texas Legislature, Regular Session), Developer certifies that it is not a Company that boycotts energy companies and agrees they will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87<sup>th</sup> Texas Legislature, Regular Session, “SB 19”), Developer certifies that it is not a Company

that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

(e) Developer further certifies that, notwithstanding anything contained in this Agreement, the representations and covenants contained in this Section 11.18 shall survive termination of this Agreement until the statute of limitations has run. The liability for breach of the representations and covenants contained in this Section 11.18 during the term of this Agreement shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

3.14 City Acknowledgment of Receipt of Form 1295. Pursuant to Texas Government Code Section 2252.908, the City hereby acknowledges that Developer has delivered to the City a signed and completed Texas Ethics Commission (“TEC”) Form 1295 and a certification of filing with the TEC, if required by law.

*[Remainder of page left blank intentionally]*

**CITY OF MCLENDON-CHISHOLM**

By: \_\_\_\_\_  
Jerry Brewer, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Angela Jennings, City Secretary

**DEVELOPER:**

PULTE HOMES OF TEXAS L.P.,  
a Texas limited partnership

By: Pulte Nevada I LLC,  
a Delaware limited liability company  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## DEVELOPMENT AGREEMENT Sonoma Verde North

This Development Agreement (this "Agreement") is executed between TDI GP, LLC (the "Owner") and the City of McLendon-Chisholm, Texas (the "City"), each a "Party" and collectively the "Parties" to be effective upon the date the Owner purchases the hereinafter defined Property (the "Effective Date"). If the Owner does not purchase the Property by December 31, 2025, this Agreement shall automatically be void and of no further force or effect on such date.

### ARTICLE I RECITALS

**WHEREAS**, Owner has entered into a contract to purchase the approximately 314.7-acre tract of land described by metes and bounds and depicted on Exhibit A (the "Property"); and

**WHEREAS**, the Property is located in the City's extraterritorial jurisdiction contiguous to the City's existing corporate limits and not within the ETJ or corporate limits of any other town or city; and

**WHEREAS**, the City's Comprehensive Plan adopted pursuant to the authority granted by Chapter 213 of the Texas Local Government Code states, "[t]here may be times when it is in the City's best interest to compromise on lot sizes, density . . . to obtain a greater outcome overall;" and

**WHEREAS**, the City finds that the development of the Property pursuant to the terms of this Agreement is consistent with the City's Comprehensive Plan and in the best interest of the City to obtain a greater outcome overall for the City; and

**WHEREAS**, the Parties intend for the Property to be annexed into the City's corporate limits and developed in accordance with the terms of this Agreement; and

**WHEREAS**, Blackland Water Supply Corporation ("Blackland") holds the water certificate of convenience and necessity ("CCN") for the Property, and the Parties intend that if the City is unable to secure the ability to provide retail water service to the Property, then Blackland will likely be the retail provider of water service to the Property; and

**WHEREAS**, there is no wastewater CCN for the Property, and the Parties intend that sewer service will be provided to the Property in accordance with the terms of this Agreement; and

**WHEREAS**, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the City has and will exercise exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure ("Public Infrastructure") to serve the Property, and Rockwall County shall have no jurisdiction over such matters at any time during the term of this Agreement, including while the Property is located in the City's ETJ; and

**WHEREAS**, Public Infrastructure is not currently available to serve the Parties' intended development of the Property; and

**WHEREAS**, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow the Parties' intended development of the Property in a cost-effective and market-competitive manner; and

**WHEREAS**, the City is unable (at the current time and for the foreseeable future) to provide, or participate in the cost of, the Public Infrastructure that will allow the Parties' intended development of the Property; and

**WHEREAS**, the City is unable (at the current time and for the foreseeable future) to provide full municipal services for the Parties' intended development of the Property; and

**WHEREAS**, to facilitate the Parties' intended development of the Property in a cost-effective and market-competitive manner, the City agrees to consider the creation of a Public Improvement District encompassing the Property (the "PID") pursuant to Chapter 372, Texas Local Government Code (the "PID Act") to finance the Public Infrastructure and other public improvements that confer a special benefit on the Property in the PID (collectively, the "Public Improvements") as set forth in this Agreement; and

**WHEREAS**, the Parties intend for the PID to be used to finance the design, construction, and installation of the Public Improvements, and any other Authorized Improvements contained in Section 372.003 of the Local Government Code, through the levy and collection of special assessments against the Property and the City's issuance of PID bonds secured by such special assessments and by other legally available sources of bond security (the "PID Bonds"); and

**WHEREAS**, the Parties intend for the development of the Property to be of a comparable or better quality to the Sonoma Verde development, which is governed by the following (the "Sonoma Verde Development Agreement"): that certain Development Agreement dated effective June 11, 2007, executed by the City and Chisholm Properties, L.P., as amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, that certain Second Amendment to Development Agreement dated effective September 25, 2012, and that certain Third Amendment to Development Agreement dated effective January 14, 2014, approved by the City; and

**WHEREAS**, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

**WHEREAS**, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code.

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

**ARTICLE II**  
**DEVELOPMENT REGULATIONS**

2.1 Governing Regulations.

(a) Development of the Property is governed solely by the following development regulations (collectively, the "Governing Regulations");

(i) The Concept Plan attached as Exhibit B (the "Concept Plan");

(ii) the development regulations set forth on Exhibit C (the "Development Regulations");

(iii) the subdivision regulations of the City in effect on the Effective Date and the modifications thereto attached as Exhibit D and the street sections attached as Exhibit E (collectively, the "Subdivision Regulations");

(iv) the engineering standards of the City in effect on the Effective Date and the modifications thereto attached as Exhibit F (the "Engineering Standards");

(v) the comprehensive zoning ordinance of the City applicable to the Sonoma Verde development based on the terms of the Sonoma Verde Development Agreement (the "Zoning Ordinance"); and

(vi) the building codes of the City in effect on February 11, 2025 (the "Building Codes").

(b) General conformance with the Concept Plan is required. Phasing, roadway layouts, and acreages shown on the Concept Plan are preliminary and subject to change at the time of platting. City staff has the authority to approve minor revisions to the Concept Plan as needed without amending this Agreement.

(c) The Governing Regulations are exclusive, and no other City-adopted ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date or any regulations for annexation) apply to the development of the Property; provided, however, pursuant to Section 245.002(d), a permit holder, including, but not limited to, the Owner, may take advantage of recorded subdivision plat notes, recorded restrictive covenants required by a regulatory agency, or a change to the laws, rules, regulations, or ordinances of a regulatory agency that enhance or protect the project, including changes that lengthen the effective life of the permit after the date the application for the permit was made, without forfeiting any rights under Chapter 245, Texas Local Government Code or this Agreement. To the extent any provision in the Subdivision Regulations, Engineering Standards, Zoning Ordinance, or Building Codes is inconsistent with State law, such provision shall be deemed to be of no force or effect without any further action by the Parties, and State law shall apply, and nothing herein shall be deemed to be a waiver by either Party of any State law. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties agree that the

Governing Regulations shall include the City's exercise of exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of Public Infrastructure. A development application, including, but not limited to, a preliminary plat and a final plat, shall be approved if it complies with the Governing Regulations. Notwithstanding the provisions in this Section 2.1, the Parties agree that, in addition to the Governing Regulations, federal and state requirements may apply.

(d) In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement controls. In the event of any conflict between the Development Regulations and any of the other Governing Regulations, the Development Regulations control. In the event of any conflict between any approved preliminary or final plat for all or any portion of the Property and any of the other Governing Regulations, the approved plat shall control.

### **ARTICLE III** **DEVELOPMENT PROCESS**

3.1 **Jurisdiction.** Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, and the design, construction, installation, and inspection of Public Infrastructure, and that Rockwall County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 **Plat Approval and Public Infrastructure.** Subdivision of the Property requires approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement. Public Infrastructure must be designed to comply with the Governing Regulations.

### **ARTICLE IV** **DEVELOPMENT OF THE PROPERTY**

4.1 **Retail Water Service.** At this time, the City is not a retail water provider, but may in the future pursue the necessary steps to become a retail water provider, including securing a wholesale water supply through a qualified wholesale source of water. The City agrees that if the City is unable to provide retail water service to the Property at the time the preliminary plat is filed, then Blackland or another retail water service provider who is willing and able to serve the Property may be the retail water service provider to the Property. If retail water is provided by an entity other than the City, the City intends to enter into an agreement with that entity prior to the levy of PID assessments and issuance of PID Bonds financing water Public Improvements. The water infrastructure constructed on the Property will meet or exceed City standards.

4.2 **Retail Sewer Service.** There is no wastewater CCN for the Property. Based upon information furnished from Owner, the City acknowledges and agrees that there is sufficient available capacity to serve the full development of the Property with 725 single family equivalent units as contemplated by this Agreement (the "Available Capacity") pursuant to that

certain Wastewater Interlocal Agreement between the City and the City of Rockwall dated March 24, 2009, and the Available Capacity is reserved for the development of the Property during the term of this Agreement. The Owner agrees to make any required upgrades to the Sonoma Verde lift station and force main that connects to the Buffalo Creek interceptor, which will be constructed in the same manner and approximate location as the existing wastewater infrastructure located at Sonoma Verde and the force main to the Buffalo Creek Interceptor.

4.3 Wastewater Public Infrastructure. The Owner shall design and construct all of the wastewater Public Infrastructure to serve the Property, and capacity in this infrastructure shall be reserved for full development of the Property with 725 single family equivalent units as contemplated by this Agreement. The City agrees that a portion of the wastewater Public Infrastructure to serve the Property may be constructed in right of way owned by the City and/or the Texas Department of Transportation as depicted in the wastewater study attached hereto as Exhibit G (the "Wastewater Study"). The City has adopted a \$3,000 sewer tap fee per single family equivalent unit to connect to the Wastewater Public Infrastructure constructed by the Owner (the "Tap Fees"), and the City will collect the Tap Fees and pay \$1,800 from each Tap Fee collected to the Owner within 30 days after collecting such fees. If excess capacity exists and a third party requests a connection to such infrastructure, the City agrees that, as a condition precedent to such connection, the City will collect Tap Fees from such third party, and will pay \$1,800 from each Tap Fee collected from a third party to the Owner within 30 days after collecting such fees. Payments pursuant to this section are grants authorized by Chapter 380, Texas Local Government Code, and this Agreement is considered a Chapter 380 program. The Owner's funding or construction of the wastewater Public Infrastructure is the performance standard required for the grants provided by this section.

4.4 Roadways. The Owner shall design and construct the roadway Public Infrastructure depicted on Exhibit H (the "Edwards Road Improvements"). No roadway impact fees are owed for the Property, because the Owner will construct the capital improvements for which a roadway impact fee may be assessed against the Property, and will be reimbursed from the proceeds of PID assessments. The City agrees and authorizes City staff, at Owner's expense, to exercise the City's power of eminent domain to acquire any offsite easements or right of way required to construct the Edwards Road Improvements.

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

## ARTICLE V

### PUBLIC IMPROVEMENT DISTRICT

5.1 Consent to the PID Creation. Upon receipt of a petition that is in compliance with the PID Act, the City agrees to place an item on its agenda to consider creation of the PID encompassing the entire Property pursuant to the PID Act.

5.2 PID Financing. The Public Improvements to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects"). The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The Owner will determine the PID Project Costs, and the City and the Owner will jointly prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) and 372.014 of the PID Act. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

5.3 PID Bonds. Should the City Council approve the creation of the PID, the City agrees to consider the issuance of one or more series of PID Bonds to fund the Public Improvements. If the City issues PID Bonds, for each disbursement of funds from the bond improvement account funding the costs of the Public Improvements (the "Project Fund Disbursement"), the Owner agrees to pay the City an amount equal to: (i) two percent (2%) of the Project Fund Disbursement, which will be deposited into the City's general fund and may be used for any lawful purpose, for the time and effort expended by the City employees in connection with the approval and issuance of the PID Bonds and (ii) one percent (1%) of the Project Fund Disbursement, which will be deposited into a segregated account and shall remain separate and apart from all other funds and accounts of the City and shall only be used to fund City maintenance and repairs of all road and drainage Public Improvements within the Property after the two-year maintenance bond period terminates (in lieu of requiring a homeowners association to maintain such facilities) (collectively, the "City Payment"). The Owner shall make the City Payment within ten (10) business days of the receipt of each Project Fund Disbursement.

5.4 PID Notice. When selling any of the Property after the PID is created, the Owner shall provide notice to anyone who purchases property within the PID in the form and manner required by the Texas Property Code, as amended, including specifically Sections 5.014, 5.0141, 5.0142, and 5.0143.

5.5 Miscellaneous. If the City fails to create the PID on the Property within ninety (90) days after the Owner provides to the City a petition requesting PID creation, then the Owner, at the Owner's option, may terminate this Agreement in its entirety by providing written notice to the City. If the City fails to levy special assessments and issue PID Bonds related to any phase of the Property within one hundred and eighty (180) days after the Owner provides to the City all required documents to levy such special assessments and issue PID Bonds related

to any phase of the Property, then the Owner, at the Owner's option, may terminate this Agreement in its entirety by providing written notice to the City.

## ARTICLE VI ANNEXATION

6.1 Annexation. Except as provided below, the Property is immune from full purpose annexation by the City for the Term of this Agreement. This Agreement acts as Owner's voluntary petition for annexation of the Property in phases subject to the satisfaction of the following conditions precedent to annexation for the portion of the Property being annexed: (a) the City's creation of the PID in accordance with the PID Act and this Agreement; (b) the City's levy of PID assessments for all of the Public Improvements to serve the phase to be annexed; and (c) the City's issuance of PID Bonds to finance all costs associated with the Public Improvements to serve the phase to be annexed.

6.2 Compliance with Section 212.172(b-1). Pursuant to Section 212.172(b-1) of the Texas Local Government Code, at the time a municipality makes an offer to a landowner to enter into an agreement pursuant to Section 212.172, the municipality must provide the landowner with a written disclosure that includes: (1) a statement that the landowner is not required to enter into the agreement; (2) the authority under which the municipality may annex the land with references to relevant law; (3) a plain-language description of the annexation procedures applicable to the land; (4) whether the procedures require the landowner's consent; and (5) a statement regarding the municipality's waiver of immunity to suit. An agreement for which a disclosure is not provided in accordance with Subsection (b-1) is void. Owner acknowledges that the City provided to the Owner all of the documents described in (1)-(5) of this section, and that neither Party shall claim this Agreement is void on the basis that such disclosure was not provided in accordance with Section 212.172 of the Texas Local Government Code. Specifically, the City's statement disclosed to the Owner (1) that the Owner is not required to enter into this Agreement (2) that the City may annex the Property pursuant to Chapter 43, Texas Local Government Code and Section 212.172, Texas Local Government Code; (3) that annexation notices will be mailed and posted on the City's website, and an annexation public hearing will be held at which interested parties have the opportunity to be heard, after which the City will adopt an annexation ordinance annexing the Property consistent with the terms of this Agreement; (4) that such annexation and associated procedures require the Owner's consent, which is given pursuant to the terms of this Agreement; and (5) the City acknowledges its waiver of immunity to suit pursuant to Section 212.172(i), Texas Local Government Code.

6.3 Annexation Services Agreement In the event of a conflict between this agreement and any agreement with the city for services after annexation pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall control, and all provisions in this Agreement that require the City to provide services to the Property shall be deemed to be incorporated into the separate annexation services agreement.

## ARTICLE VII ADDITIONAL PROVISIONS

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

7.2 Term. The term of this Agreement shall be 45 years after the Effective Date (the "Term").

7.3 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

7.4 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE (IF APPLICABLE), MANDAMUS, AND INJUNCTIVE RELIEF (IF APPLICABLE). NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement, except as provided in Section 5.5; or

(b) entitle the City to suspend performance under this Agreement (including, but not limited to, withholding any type of development approval or municipal service) unless the portion of the Property for which performance is suspended is the subject of the default; or

(c) affect any portion of the Property other than the platted lot or unplatted tax parcel that is the subject to the default; or

(d) adversely affect or impair the current or future obligations of the City to provide service to the Property; or

(e) entitle the aggrieved Party to seek or recover exemplary damages; or

(f) withhold approval of any plat or other development permit or wrongfully condition or deny a plat or other development permit that meets the Governing Regulations; or

(g) limit the Term.

7.5 Governmental Functions; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights, except as provided for in this Section. The Parties acknowledge that the City waives its governmental immunity from suit pursuant to Texas Local Government Code §212.172(i) for the purpose of adjudicating a claim under this Agreement.

7.6 Assignments. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment must be in writing executed by Owner and the Assignee and must obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment must be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. An Assignee is a "Party" and the "Owner" for purposes of the obligations, rights, title, and interests assigned. The City shall not assign this Agreement.

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

grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

7.8 No Restriction on Property Transfer. No provision of this Agreement shall limit the ability of the Owner or any other person to transfer voluntarily or involuntarily its right, title, or interest in or to all or any portion of the Property.

7.9 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of Rockwall County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means an owner; (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records and on which a building has been constructed; and (c) that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations.

7.10 Releases. From time to time upon written request of Owner, the City Administrator shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Governing Regulations.

7.11 Estoppel Certificates. From time to time upon written request of Owner, the City Administrator will execute a written estoppel certificate identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement.

7.12 Notices. Any notices, certifications, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the notice is delivered in person to the person to whose attention the notice is addressed with a confirming copy sent by e-mail; (ii) 10 business days after the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid with a confirming copy sent by e-mail; or (iii) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address with a confirming copy sent by e-mail. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such change to the other Party as provided in this section.

To the City:

Attn: City Administrator  
City of McLendon-Chisholm  
1371 West FM 550  
McLendon-Chisholm, Texas 75032  
E-mail: [cityadministrator@mclendon-chisholm.com](mailto:cityadministrator@mclendon-chisholm.com)

With a copy to: Attn Michael Halla,  
City of McLendon-Chisholm Attorney  
187 Rolling Court  
Lancaster, Texas 75146  
E-mail: [mhalla@hallalawfirm.com](mailto:mhalla@hallalawfirm.com)

To the Owner: TDI GP, LLC  
Attn: Stephen Davis  
15441 Knoll Trail, Suite 150  
Dallas, Texas 75248  
E-mail: [sdavis@taylorandduncan.com](mailto:sdavis@taylorandduncan.com)

With a copy to: Attn: Misty Ventura  
Shupe Ventura, PLLC  
9406 Biscayne Blvd.  
Dallas, Texas 75218  
E-mail: [misty.ventura@svlandlaw.com](mailto:misty.ventura@svlandlaw.com)

7.13 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, THE OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR "PROTECTED" DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT THE APPLICATION OF THE GOVERNING REGULATIONS TO THE DEVELOPMENT OF THE PROPERTY VIOLATES ANY LOCAL, STATE, OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR AN ILLEGAL EXACTION.

7.14 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

7.15 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly adopted by the City Council in accordance

with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

7.16 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ.

7.17 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Rockwall County. Venue for any action to enforce or construe this Agreement shall be in Rockwall County.

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

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

7.20 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force

majeure shall be temporarily suspended. Within 30 days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, must give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" includes events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care including, but not limited to, events or circumstances related to an epidemic or pandemic, supply shortage delays, government acts, a state of emergency, a government order, or a quarantine.

7.21 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.22 Iran, Sudan, and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

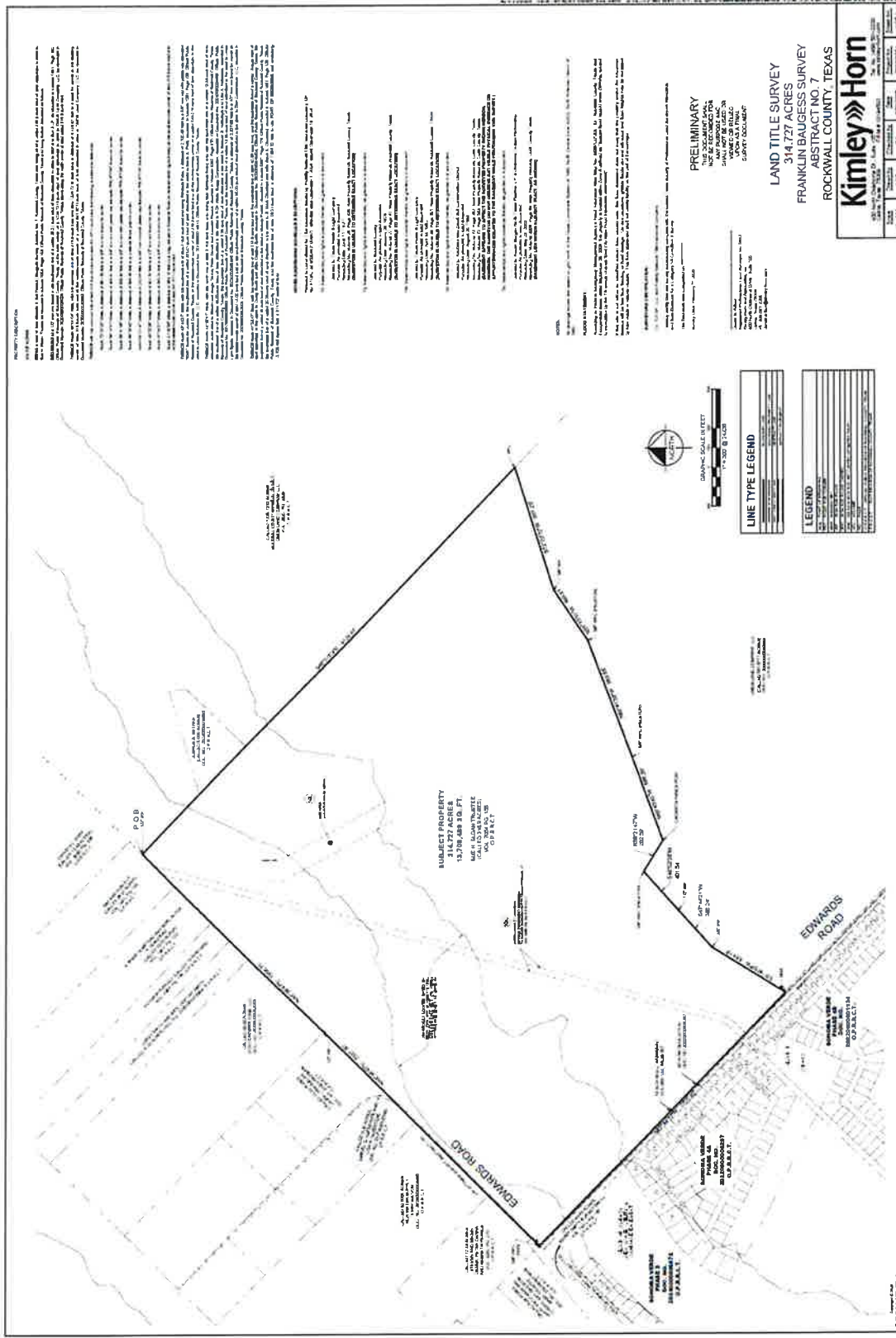
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law or Texas law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.23 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.24 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

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



**PRELIMINARY**  
 THIS SURVEY IS PRELIMINARY AND NOT FOR RECORD. IT IS SUBJECT TO THE REVISIONS AND CORRECTIONS THAT MAY BE MADE BY THE SURVEYOR AT ANY TIME. IT IS NOT TO BE USED AS EVIDENCE IN ANY COURT OF LAW. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR'S OFFICE IS LOCATED AT 12345 MAIN STREET, ROCKWALL, TEXAS 75087. THE SURVEYOR'S PHONE NUMBER IS (972) 123-4567. THE SURVEYOR'S FAX NUMBER IS (972) 123-4568. THE SURVEYOR'S E-MAIL ADDRESS IS SURVEYOR@EXAMPLE.COM. THE SURVEYOR'S WEBSITE IS WWW.EXAMPLE.COM. THE SURVEYOR'S LICENSE NUMBER IS 12345. THE SURVEYOR'S EXPIRES DATE IS 12/31/2024. THE SURVEYOR'S ADDRESS IS 12345 MAIN STREET, ROCKWALL, TEXAS 75087. THE SURVEYOR'S PHONE NUMBER IS (972) 123-4567. THE SURVEYOR'S FAX NUMBER IS (972) 123-4568. THE SURVEYOR'S E-MAIL ADDRESS IS SURVEYOR@EXAMPLE.COM. THE SURVEYOR'S WEBSITE IS WWW.EXAMPLE.COM. THE SURVEYOR'S LICENSE NUMBER IS 12345. THE SURVEYOR'S EXPIRES DATE IS 12/31/2024.

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**PRELIMINARY**  
 THIS SURVEY IS PRELIMINARY AND NOT FOR RECORD. IT IS SUBJECT TO THE REVISIONS AND CORRECTIONS THAT MAY BE MADE BY THE SURVEYOR AT ANY TIME. IT IS NOT TO BE USED AS EVIDENCE IN ANY COURT OF LAW. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR'S OFFICE IS LOCATED AT 12345 MAIN STREET, ROCKWALL, TEXAS 75087. THE SURVEYOR'S PHONE NUMBER IS (972) 123-4567. THE SURVEYOR'S FAX NUMBER IS (972) 123-4568. THE SURVEYOR'S E-MAIL ADDRESS IS SURVEYOR@EXAMPLE.COM. THE SURVEYOR'S WEBSITE IS WWW.EXAMPLE.COM. THE SURVEYOR'S LICENSE NUMBER IS 12345. THE SURVEYOR'S EXPIRES DATE IS 12/31/2024.

**Kimley»Horn**  
 12345 MAIN STREET  
 ROCKWALL, TEXAS 75087  
 (972) 123-4567  
 SURVEYOR'S LICENSE NO. 12345  
 EXPIRES 12/31/2024

specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

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

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

Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.25 Affiliate. As used in Sections 7.21 through 7.24 of this Agreement, the Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

7.26 Survival. Notwithstanding anything contained herein, the representations and covenants contained in this Sections 7.21 through 7.24 of this Agreement shall survive termination of the Agreement until the statute of limitations has run.

7.27 Form 1295. The Parties acknowledge and agree that the Owner submitted to the City a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295") at the time Owner submitted its signature page to this Agreement. The City hereby confirms timely receipt of the Form 1295 from the Owner pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and

enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

7.28 Written Disclosure. The Parties acknowledge and agree that, with this Agreement and the provisions contained herein, City has provided to Owner the written disclosures required by Section 212.172(b-1) and Section 43.004 of the Texas Local Government Code, and the Parties hereby waive any claim that this Agreement may be void for failure to provide such disclosures.

7.29 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, the Owner agrees that this Agreement may be terminated if the Owner knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Owner fails to cure the violation on or before the 10th business day after the date the City provides notice to Owner of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Owner is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Owner on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

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

7.31 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

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

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit C	Development Regulations
Exhibit D	Subdivision Regulations
Exhibit E	Street Sections
Exhibit F	Engineering Standards
Exhibit G	Wastewater Study
Exhibit H	Edwards Road Improvements
Exhibit I	Trail Plan

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Executed by Owner and the City to be effective on the Effective Date.

**ATTEST:**

**CITY OF MCLENDON-CHISHOLM**

Name: *Angela Jones*  
Title: City Secretary

By: *[Signature]*  
Name: BRYAN MONEAL  
Title: MAYOR

Date: 2/25/2025

**APPROVED AS TO FORM AND LEGALITY:**

Name: *[Signature]*  
City Attorney



STATE OF TEXAS                   §  
   §  
COUNTY OF ROCKWALL       §

This instrument was acknowledged before me on February, 25 by BRYAN MONEAL of the City of McLendon-Chisholm, Texas on behalf of said city.

*Judy Rhoades*  
Notary Public, State of Texas

**OWNER:**

TDI GP, LLC  
A Texas limited liability company

By: [Signature]  
Name: Stephen Davis  
Title: Manager

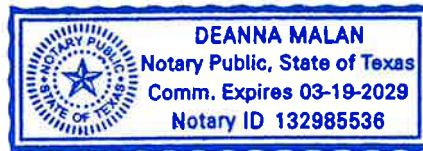
Date: 2-24-25

STATE OF TEXAS  
  
COUNTY OF ROCKWALL

§  
§  
§

This instrument was acknowledged before me on February, 24 by Stephen Davis, Manager of TDI GP, LLC, a Texas limited liability company on behalf of said company.

Deanna Malan  
Notary Public, State of Texas



**EXHIBIT A**  
**METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY**  
**(approximately 314.727 acres)**

**BEING** a tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being all of a called 316.9-acre tract of land described in deed to Sue H. Sloan, Trustee as recorded in Volume 7054, Page 155, Official Public Records of Rockwall County, Texas and being further described as follows:

**BEGINNING** at a 1/2" iron rod found in the southeast line of a called 26.01 acre tract of land described in deed to B&F and Son 3 LP, as recorded in Volume 1451, Page 100, Official Public Records of Rockwall County, Texas, at the east corner of a 1225.7210-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 2020000003529, Official Public Records of Rockwall County, Texas, same being the north corner of said called 316.9-acre tract;

**THENCE** South 46°01'04" East, with the common line of said 316.9-acre tract and said 1225.7210 acre tract, a distance of 4,129.87 feet to a point for corner at the easterly corner of said 316.9-acre tract and at the northernmost corner of a called 641.6711-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 20200000030685, Official Public Records of Rockwall County, Texas;

**THENCE** with the common line of said 316.9-acre tract and said 641.6711-acre tract, the following courses and distances:

South 72°33'32" West, a distance of 991.29 feet to a 5/8" iron rod found for corner;

South 56°10'31" West, a distance of 469.91 feet to a 5/8" iron rod with plastic cap stamped "PELETON" found for corner;

South 69°41'38" West, a distance of 959.85 feet to a 5/8" iron rod with plastic cap stamped "PELETON" found for corner;

South 69°45'40" West, a distance of 686.39 feet to a cross tie fence post for corner;

North 58°21'47" West, a distance of 282.59 feet to a 5/8" iron rod with plastic cap stamped "PELETON" found for corner;

South 48°02'26" West, a distance of 401.54 feet to a 1/2" iron rod found for corner;

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

South 31°45'56" West, a distance of 664.19 feet to a point for corner in Edwards Road (a variable width right-of-way) at the southernmost corner of said 316.9-acre tract and at the westernmost corner of said 641.6711-acre tract;

**THENCE** North 45°44'37" West, with the southwest line of said 316.9-acre tract and along Edwards Road, a distance of 2,700.80 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner in the southeast line of a called 333.01-acre tract of land described in the deed to Maria A. Pratt, recorded in Volume 1201, Page 125, Official Public Records of Rockwall County, Texas, at the westernmost corner of said 316.9-acre tract and at the northernmost corner of a called 249.214-acre tract of land described in the deed to Land Solutions SV, LLC, recorded in Document No. 20180000014913, Official Public Records of Rockwall County, Texas;

**THENCE** North 44°36'47" East, with the north line of said 316.9-acre tract, and along said Edwards Road, and with the southeast line of a called 12.39-acre tract of land described in the deed to Steven and Megin Danna, Peter Danna and Kenneth Pearce, recorded in Volume 3282, Page 270, Official Public Records of Rockwall County, Texas, the southeast line of a called 40.00-acre tract of land described in the deed to Denise Wang, recorded in Volume 2219, Page 16, Official Public Records of Rockwall County, Texas, the southeast line of a called 5.00-acre tract of land described in the deed to Samuel G. Hafertepe and Lisa A. Hafertepe, recorded in Document No. 20170000020082, Official Public Records of Rockwall County, Texas, and the southeast line of a called 10.00-acre tract of land described in the deed to Laura Lynn Bjeles, recorded in Document No. 20220000009449, Official Public Records of Rockwall County, Texas, a distance of 2,337.90 feet to a 1/2" iron rod found for corner at the easternmost corner of said 10.00 acre tract and at the southernmost corner of a called 40.00-acre tract of land described in the deed to Atasin Avowal, LLC, recorded in Volume 7106, Page 260, Official Public Records of Rockwall County, Texas;


**THENCE** North 44°38'47" East, with the northwest line of said 316.9-acre tract and the southeast line of said 40.00-acre tract, and the southeast line of a called 10-acre tract of land described in the deed to Corey Smith and Wife, Destiny Smith, recorded in Document No. 20230000016924, Official Public Records of Rockwall County, Texas, the southeast line of a called 10-acre tract of land described in the deed to Victoria Purcell, recorded in Volume 5997, Page 176, Official Public Records of Rockwall County, Texas, the southeast line of a called 20.00-acre tract of land described in the deed to S. Mark Olmstead and wife Alyce A. Olmstead, recorded in Volume 1451, Page 100, Official Public Records of Rockwall County, Texas, and the southeast line of said 26.01-acre tract, a distance of 1,956.70 feet to the **POINT OF BEGINNING** and containing 13,709,489 square feet or 314.727 acres of land.

**EXHIBIT B  
CONCEPT PLAN**



Not to scale and for maximum  
width (change to the road and  
to provide a more than 10  
ft. width as required)

**SONOMA VERDE NORTH**

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

**EXHIBIT C**  
**DEVELOPMENT REGULATIONS**

1. Platting of the Property is permitted prior to annexation of the Property into the City's corporate limits and prior to zoning of the Property.
2. The City agrees to consider zoning the Property as a planned development district that allows single family development as described in this Agreement, although nothing in this Agreement shall be construed as a requirement to zone the Property in any particular manner. No concept plan, development plan, or other type of drawing of the development shall be required in connection with the zoning of the Property. In the event of a conflict between this Agreement and any zoning of the Property, this Agreement shall control.
3. The maximum number of single family residential dwelling units permitted on the Property is 725.
4. The 50' Lots are exclusively for age-restricted active adult community area (the "Age-Restricted Area") and may consist of no more than 375 lots. A minimum of 70 acres of the Property is required to be reserved for the Age-Restricted Area.
5. The Property shall be developed with a trail system, which is generally depicted on **Exhibit I** (the "**Trail Plan**") attached hereto and is preliminary and subject to change by the Owner without further approval of the City at the time of platting. The homeowners association will be responsible for maintaining the trail system.
6. Perimeter fencing, landscaping, buffering and screening shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement, except for the following: (a) a solid masonry perimeter screening wall is permitted; (b) fencing of 4 feet or higher may be constructed of wrought iron; and (c) wood fencing may be a minimum of 6 feet high and a maximum of eight feet high.
7. Building materials shall be governed exclusively by the building material requirements required by the Sonoma Verde Development Agreement and no other building design or aesthetic zoning regulations apply, except that masonry for the Age Restricted Area may also include cementitious material.
8. Building height and lot coverage shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
9. Street and right-of-way widths shall be governed by the requirements in the Sonoma Verde Development Agreement except as otherwise shown in the street sections attached to this Agreement and as follows:
  - a. The Owner shall construct one-half of the four-lane undivided Edwards Road where it abuts the Property and continues to the intersection of League Road as depicted on **Exhibit H**. Owner shall complete construction of the portion of Edwards Road at the time a final plat is recorded for Owner's Property abutting Edwards Road.
  - b. Residential streets shall have a right-of-way width of 50 feet and a minimum pavement width of 31 feet measured from back of curb to back of curb.

10. Grading and drainage improvements shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
11. Tree preservation shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
12. Oil and gas drilling, extraction and related surface activities are prohibited on the Property.
13. The requirements in the following table shall apply to single family development. No base zoning district regulations from the Zoning Ordinance apply to the Property.

<b>Development Standards</b>	<b>Single Family 5,500</b>	<b>Single Family 7,200</b>	<b>Single Family 7,800</b>
<b>Minimum lot width</b>	50'	60'	65'
<b>Minimum lot depth for cul-de-sac and eyebrow lots</b>	100'	100'	100'
<b>Minimum lot depth</b>	110'	110'	110'
<b>Minimum lot area</b>	5,500 SF	7,200 SF	7,800 SF
<b>Minimum front yard building setback</b>	20'	20'	20'
<b>Minimum rear yard building setback</b>	5'	10'	10'
<b>Minimum side yard building setback</b>	5'	5' for interior side yards; 10' for corner lots	5' for interior side yards; 10' for corner lots
<b>Minimum home size on maximum 20% of the lots at full build out</b>	1,700 SF	1,800 SF	1,800 SF
<b>Minimum home size on the remainder of the lots</b>	1,800 SF	1,900 SF	1,900 SF

**EXHIBIT D**  
**SUBDIVISION REGULATIONS**

## Chapter 10

### SUBDIVISION REGULATION

#### ARTICLE 10.01 GENERAL PROVISIONS (RESERVED)

#### ARTICLE 10.02 SUBDIVISION ORDINANCE

- § 10.02.001. Purpose.
- § 10.02.002. General.
- § 10.02.003. Definitions.
- § 10.02.004. Purpose, authority and jurisdiction.
- § 10.02.005. Preliminary plans and final plats.
- § 10.02.006. General requirements and design standards.
- § 10.02.007. Improvements.
- § 10.02.008. Landscape buffers.
- § 10.02.009. Floodplains.
- § 10.02.010. Drainage requirements.
- § 10.02.011. Street, alley and drainage maintenance and repair.
- § 10.02.012. Reservations.

- § 10.02.013. Variances.
- § 10.02.014. Penalty.
- § 10.02.015. Severability.
- § 10.02.016. Effective date.

#### ARTICLE 10.03 STANDARD STREET SPECIFICATIONS AND CONSTRUCTION DETAILS IN SUBDIVISIONS

- § 10.03.001. Subdivider financial responsibility and duty.
- § 10.03.002. Street paving strength requirements.
- § 10.03.003. Stabilization of the subgrade.
- § 10.03.004. Paving width requirements.
- § 10.03.005. Pavement slopes (traverse).
- § 10.03.006. Sawed dummy joints; expansion joints.
- § 10.03.007. Street arrangement.
- § 10.03.008. Speed limits.
- § 10.03.009. Street names.

SUBDIVISION REGULATION

**ARTICLE 10.01**  
**GENERAL PROVISIONS (RESERVED)**

**ARTICLE 10.02**  
**SUBDIVISION ORDINANCE**

**§ 10.02.001. Purpose.**

- (a) Under the provisions of the Constitution and laws of the State of Texas, including particularly chapter 212 of the Texas Local Government Code, as heretofore or hereafter amended, hereafter every owner of any tract of land situated within the city or within the extraterritorial jurisdiction of the city, who may hereafter divide the same in two or more parts described by metes and bounds or otherwise for the purpose of laying out any subdivision of such tract of land or any addition to the city; or for laying out suburban, building or other lots, or to lay out streets, alleys, squares, parks, or other parts, are required to submit a plat of such subdivision or addition for approval by the governing body of the city. The rules and regulations of the city established by ordinance governing plats and subdivisions of land be and the same are hereby extended to and shall apply to all of the area under the extraterritorial jurisdiction of the city.
- (b) On and after the passage of this article, any person, firm or corporation seeking approval of any plat, plan or replat of any subdivision of land within the city, and its legally established extraterritorial jurisdiction shall be required to comply with the requirements of this article before such approval may be granted.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-1)

**§ 10.02.002. General.**

These regulations shall govern every person, firm, association or corporation owning any tract of land within the city limits who may hereafter divide the same into two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to the city, or for laying out suburban, building or other lots, or for laying out any streets, alleys, squares, parks or other portions intended to be dedicated for public use, or other portions intended for public use, or the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks or other parts.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-2)

**§ 10.02.003. Definitions.**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

The word “shall” shall be deemed as mandatory. The word “may” shall be deemed as permissive.

Administrative officers. Any officers referred to by title, i.e., city manager, city attorney, city secretary, city engineer, director of public works, etc., and shall be the person so retained in this position by the city, or his duly authorized representative.

Alley. Minor way used primarily for vehicular service to the rear or side of properties otherwise abutting on a street.

Building line. A line beyond which any structure must be set back from the street or road right-of-way line or property line.

City or the city. The City of McLendon-Chisholm.

City council. The governing body of the city.

Codes. Any adopted set of regulations. All improvements within the city shall be in accordance with the

codes adopted by the city.

Collector street. A street which is continuous through several residential districts and is intended as a connecting street between residential districts and thoroughfares, highways, or business districts.

Commission. The city planning and zoning commission, if active. If inactive, then commission shall refer to the city council as the authority for plat review, study and approval.

Cul-de-sac. A short residential street having but one vehicular access to another street and terminated by a vehicular turn-around.

Dead-end street. A street with only one outlet. There shall be no dead-end streets without a cul-de-sac turn-around.

Easement. An area on private property designated for some specific purpose, together with the uninhibited right of access and use of said area as long as this purpose is served.

Engineer. The city engineer, the city's consulting engineers, or their duly authorized representatives.

Final plat. Any plat or any lot, tract, or parcel of land that is to be recorded of record in the deed records of the county.

Master plan. The comprehensive plan of the city and adjoining areas as adopted by the city council, including all its revision. This plan indicates the general location recommended for various land uses, transportation routes, public developments and improvements.

Owner, subdivider, or owner/subdivider. As used herein shall refer to the person or entity owning the property in fee simple or possessing the lawful authority to subdivide or convey the property. It shall also include the duly authorized agent or representative of the owner of the real estate or a person holding a lawful and valid power of attorney concerning the property.

Plat. A subdivision exhibit, legal description, plans and necessary signature blocks.

Preliminary plan. Any plat of any lot, tract, or parcel of land that is not to be recorded of record but is only a proposed division of land for review and study by the city.

Replatting. The resubdivision of any part or all of any block or blocks of a previously platted subdivision, addition, lot or tract.

Residential street. A street which is intended primarily to serve traffic within a neighborhood or limited residential district and which is used primarily for access to abutting properties.

Resubdivision. The division of an existing subdivision, together [with] any change of lot size therein, or with the relocation of any street lines.

Street. A way for vehicular traffic whether designated a street, highway, thoroughfare, parkway, thoroughway, road, avenue, boulevard, lane, place or however otherwise designated.

Street right-of-way width. The shortest distance between the lines, which delineate the rights-of-way of a street.

Subdivision. The division of a tract or parcel of land into two or more parts or lots for the purpose, whether immediate or future, of sale, building, development, or transfer of ownership, and shall include resubdivision.

Thoroughfare. A principal traffic thoroughfare more or less continuous across the city which is intended to connect remote parts of the city, or areas adjacent thereto, and act as a principal connecting street with state and interstate highways.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-3)

**§ 10.02.004. Purpose, authority and jurisdiction.**

- (a) Under the authority of chapter 212 of the Texas Local Government Code, which is hereby made a part of these regulations, the city does hereby adopt the following regulations to hereafter control the subdivision of land within the corporate limits of the city and in the unincorporated areas lying within the extraterritorial jurisdiction of the city limits, in order to provide for the orderly development of the areas and to secure adequate provision for traffic, light, air, recreation, transportation, water, drainage, sewage, and other facilities.
- (b) Any owner of land located inside of or within the extraterritorial jurisdiction (i.e., within one-half mile) of the city wishing to subdivide such land shall submit to the city a plan of the proposed subdivision which shall conform to the minimum requirements set forth in these regulations. An owner subdividing his land into parcels of not less than five acres each for agricultural use and not involving new streets shall be exempt from these requirements.
- (c) An owner of land within the city or within its extraterritorial jurisdiction shall submit to the city a plan of the proposed subdivision which shall conform to the minimum requirements set forth in these regulations if, in addition to the conditions set forth in the foregoing subsection (b) of this section, the owner intends to lay out suburban, building or other lots, to lay out streets, alleys, squares, parks, or other parts to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to said streets, alleys, squares, parks, or other parts. An owner who intends to build on or improve any unplatted tract of real property within the city or within its extraterritorial jurisdiction shall conform to the minimum requirements set forth in these regulations if the owner must dedicate, convey, transfer, create or otherwise set aside easements for public utilities.
- (d) No subdivision plat shall be filed or recorded, and no lot in a subdivision inside of or within one-half mile of the corporate limits of the city shall be improved or sold, until a plat thereof shall have been first approved by the city council. The city shall have the authority to prohibit the installation of public utilities in unapproved streets and to prohibit the issuance of building permits for structures on lots abutting on unapproved streets.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-4)

**§ 10.02.005. Preliminary plans and final plats.****(a) Procedure.**

- (1) A preliminary plan of any proposed subdivision shall first be filed by the property owner or his duly appointed representative with the city secretary and submitted to the planning and zoning commission for review, study, and recommendation to the city council before the owner proceeds with the final plat of record. Following recommendation by the commission, the preliminary plan shall be submitted to the city council commission for review, study, and approval. This preliminary plan shall be drawn to a scale not to exceed 200 feet to the inch.
- (2) The preliminary plat shall contain the following information:
  - (A) Existing features inside subdivision.
    - (i) The existing boundary lines of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification, complete with bearings and distances.
    - (ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.

- (iii) The location and width of existing streets, alleys, easements, pipelines, watercourses, location and site of any existing water or sewer mains.
  - (iv) An accurate legal description of the land to be subdivided.
- (B) Existing features outside subdivisions.
- (i) The name and property lines of adjoining property owners with legal file reference.
  - (ii) The name and location of adjacent subdivisions, streets, easements, pipelines, watercourses, and location and site of any existing water or sewer mains.
- (C) New features inside subdivision.
- (i) The proposed name of the subdivision.
  - (ii) The location, right-of-way width and names of proposed streets.
  - (iii) The approximate width and depth of all lots. If the side lines are not parallel, the approximate distance between them at the building line and at the narrowest point should be given.
  - (iv) The location of building lines, alleys and easements.
  - (v) The location and approximate size of sites for schools, churches, and parks and other special land uses, intended to be dedicated to public use or reserved for common use of owners in the subdivision.
  - (vi) The approximate acreage of the property to be subdivided.
  - (vii) A proposed utility plan should be included and where, unusual grade conditions exist, the city's engineer may require preliminary street grades.
  - (viii) The proposed use of any land contained in the subdivision that is not within the boundaries of lots or street right-of-way.
- (D) Key map. A key map showing relation of subdivision of well-known streets in all directions to a distance of at least one mile.
- (E) Title, etc. The date, scale, north point and title under which the plat is to be recorded, with the name of the owner and engineer platting the tract.
- (3) Submission. The city shall be furnished with ten legible prints of the preliminary plan and with ten copies of a letter of transmittal stating briefly the type of street surfacing, drainage, results of site soil test reports, sanitary facilities, and water supply proposed, and the name and address of the owner or agent and engineer, together with a written application for approval on a form prescribed by the city. The prints, letters and application shall be filed with the city secretary at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such preliminary plan is to be considered. A preliminary plan application filed prior to the 21st day preceding the next succeeding regular meeting may be considered as having been filed on the 21st day preceding the meeting. A preliminary plan application filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plan application which is not accompanied with the prescribed

filing fees will not be considered as having been filed.

- (4) Approval. The planning and zoning commission shall recommend that the preliminary plan be approved, conditionally approved or disapproved within 30 days of the date that the plan is considered to have been filed. The city council shall approve, conditionally approve or disapprove the preliminary plan within 30 days of the date that the commission makes its recommendation. Approval of the preliminary plan shall not constitute final acceptance of the final plat.

Preliminary approval will expire thirty-six months after the approval by the city council of the preliminary plan or recordation of a final plat for all or portion of the area within the preliminary plan, whichever is later, except that if the owner shall apply in writing prior to the end of such thirty-six month period setting forth reasons for needing the extension, this period may be extended for another six months but not beyond a total of one year.

- (b) Final plat. After approval of a preliminary plan by the city council, a final plat, prepared by a registered surveyor and bearing his seal, shall be submitted to the city council by filing in the office of the city secretary. Such plat shall have all changes and alterations made on it that were required on the previously submitted preliminary plan.
  - (1) Sheet size and scale. All final plats shall be drawn on sheets 24 inches by 36 inches and to a scale of one inch equals 200 feet or in accordance with the county final plat requirements. Where more than one sheet is required, an index sheet shall be filed showing the entire subdivision.
  - (2) The final plat shall contain the following information.
    - (A) Existing features inside subdivision.
      - (i) The existing boundary lines with accurate distances and bearings of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification.
      - (ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.
      - (iii) True bearings and distances to the nearest established street lines, official monuments, or subdivision corners.
      - (iv) The location and width of existing and proposed streets, alleys, easements, rights-of-way, buildings, and structures to be retained.
      - (v) Topographical information with contour lines at one-foot intervals are to be shown on engineering drawing only, not on final plat.
      - (vi) An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
    - (B) Existing features outside subdivision.
      - (i) The name and property lines of adjoining subdivisions and of the adjoining property owners, together with the respective plat or deed references.
      - (ii) The name and location of adjacent streets, alleys, driveways, easements, watercourses, etc.

All lines outside of subdivision boundaries shall be dashed.

- (C) Streets, alleys, easements. Engineering construction standards for inspections are set forth in appendix 1.<sup>1</sup>

The lines and names of all proposed streets or other ways or easements to be dedicated to public use shall be shown on the final plat with the following engineering data:

- (i) For streets. Complete curve data (delta, length, radius, tangent, point of curve, point of reverse curve, point of tangent) shown on the centerline on each side of street; length and bearings of all tangents; dimensions from all angle points and points of curve to an adjacent side lot line.
- (ii) For watercourses and easements. Drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 100-year storm. Lots that are adjacent to a major watercourse will show minimum finish floor elevations two feet above the calculated 100-year flood elevation.
- (D) Lots and blocks. The lines and numbers of all proposed lots and blocks with complete bearings and dimensions for front, rear and side lot lines, and area of each lot.
- (E) Reservations. The use and property dimensions of all special reservations, including sites for schools, churches, and parks.
- (F) Monuments and control points.
- (i) The description and location of all permanent survey monuments and control points.
- (ii) Suitable primary control points to which all dimension bearings and similar data shall be referred. Dimensions shall be shown in feet and decimals of a foot.
- (iii) Reference to source of bearing for legal description.
- (iv) Reference to existence of any floodplain indication on FEMA map.
- (G) Key map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one mile.
- (H) Title, etc. The date, scale, north point and subdivision title, name and address, and seal of engineer.
- (I) Dedications and certificates. Such dedications and certificates as are applicable.
- (i) A certificate of dedication of all streets, public highways, alleys, parks, utility easements, and other land intended for public use forever, signed by the owner or owners and acknowledged before a notary public. All deed restrictions that are to be filed with the final plat shall be shown or filed separately.
- (ii) A waiver of claim for damages against the city occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.

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1. Editor's note—Appendix 1 is included as an attachment to this chapter.

- (iii) Certification by a registered engineer or a licensed state land surveyor, duly licensed by the State of Texas, to the effect that the plan represents a survey made by him, and that all the necessary survey monuments are correctly shown therein.
- (iv) The following certificates shall be placed on the final plat, in a manner that will allow the filling in of the certificate by the proper party:

“1. Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

2. Acknowledged:

This approval shall be invalid unless the approved Final Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas upon completion of public improvements within the platted area, or a surety bond is provided for the future completion of the public improvements with the platted area.

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Secretary, City of McLendon-Chisholm, Texas”

- (J) Special restrictions. Where restrictions of use of land, other than those given in these regulations, are to be imposed by the owner/subdivider, such restrictions shall be placed on the final plat or on a separate instrument filed with the plat.
- (K) Tax certificates showing that all ad valorem taxes have been paid are to be submitted concurrent with the final plat.
- (3) Submission. The city shall be furnished with ten legible prints and the original tracing of the final plat at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such final plat is to be considered. One additional copy of the final plat together with engineering plans shall be submitted to city staff for review at least ten days prior to the submission of the final plat to the city council. A final plat filed prior to the 21st day preceding the next succeeding regular meeting of the commission may be considered as having been filed on the 21st day preceding the meeting. A final plat filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plat which is not accompanied with the prescribed filing fees will not be considered as having been filed.
- (4) Approval. Final approval will expire 24 months after the city council action granting approval of any final plat unless that plat has been filed for record, except that if the owner/subdivider shall apply in writing prior to the end of such twenty-four months period, stating reasons for needing the extension, this period may at the discretion of the city council be extended for another year but not beyond that period. The owner/subdivider may obtain approval of a portion or a section of a subdivision for which tentative or conditional approval was obtained on a preliminary plan provided he meets all the requirements of this article with reference to such portion or section in the same manner as is required for a complete addition. The final plat shall not be filed of record until the subdivision has been constructed and accepted by the city.

- (5) The owner/subdivider may, at his option, elect to combine his preliminary plan and final plat of a subdivision whenever the tract of land:
- (A) Is to be resubdivided without a change of street locations, or is so situated that the pattern of streets in said tract is predetermined by streets of immediately adjacent adjoining recorded subdivisions;
  - (B) The proposed development will be of the same use and of comparable density as adjacent existing or contemplated development; and
  - (C) Is a minimum of two and one-half acres in total area.
- (6) Administrative approval of amending plats. The mayor and city administrator may jointly approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:
- (A) To correct an error in a course or distance shown on the preceding plat;
  - (B) To add a course or distance that was omitted on the preceding plat;
  - (C) To correct an error in a real property description shown on the preceding plat;
  - (D) To indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments;
  - (E) To show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
  - (F) To correct any other type of scrivener or clerical error or omission previously approved by the city council, including lot numbers, acreage, street names, and identification of adjacent recorded plats;
  - (G) To correct an error in courses and distances of lot lines between two adjacent lots if:
    - (i) Both lot owners join in the application for amending the plat;
    - (ii) Neither lot is abolished;
    - (iii) The amendment does not attempt to remove recorded covenants or restrictions; and
    - (iv) The amendment does not have a material adverse effect on the property rights of the other owners in the plat;
  - (H) To relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
  - (I) To relocate one or more lot lines between one or more adjacent lots if:
    - (i) The owners of all those lots join in the application for amending the plat;
    - (ii) The amendment does not attempt to remove recorded covenants or restrictions; and
    - (iii) The amendment does not increase the number of lots;
  - (J) To make necessary changes to the preceding plat to create six or fewer lots in the

subdivision or a part of the subdivision covered by the preceding plat if:

- (i) The changes do not affect applicable zoning and other regulations;
  - (ii) The changes do not attempt to amend or remove any covenants or restrictions; and
  - (iii) The area covered by the changes is located in an area that the city council has approved, after public hearing, as a residential improvement area; or
- (K) To replat one or more lots fronting on an existing street if:
- (i) The owners of all those lots join in the application for amending the plat;
  - (ii) The amendment does not attempt to remove recorded covenants or restrictions;
  - (iii) The amendment does not increase the number of lots; and
  - (iv) The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.

Notice, hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.

- (c) Fees and charges. The schedule of fees and charges, as adopted and maintained in the offices of the city, shall be paid into the general fund of the city when any map, plan or plat is filed with the city secretary for city council review, study and approval, or is tendered to the city council. Each of the fees and charges set forth therein may be changed or modified by the city council as set forth in the city's master fee schedule. Each of the fees and charges provided therein shall be paid in advance and no action of the city council shall be valid until the fee shall have been paid. Unless otherwise exempted or waived, any map, plan or plat not accompanied with the required fee shall not be considered as filed. The city secretary shall calculate the fees and charges in accordance with the master fee schedule.
- (1) Any engineering fees and attorney's fees incurred by the city in the plat review process [shall be paid by the owner/subdivider]. Such charges and fees shall be paid by the owner/subdivider upon presentation of an invoice for said charges. Should the owner/subdivider fail to reimburse the city for such charges and fees, the city may withhold any future approvals and/or the issuance of any permits related to the subdivision or its development.
  - (2) These fees shall be charged on all plats, regardless of the action taken by the city council and whether the plat is approved or denied, unless otherwise waived or exempted by the city council.
  - (3) The owner/subdivider shall cause a cashier's check or certified check to be made payable to the city secretary to cover all recording fees involved in finishing the platting process and have this delivered to the city secretary 14 days prior to the submission for approval.
- (d) Maintenance bond. The owner/subdivider shall furnish a good and sufficient maintenance bond in an amount not to exceed ten percent of the total cost of all street and alley construction within the subdivision with a reputable and solvent corporate surety, in favor of the city, to indemnify the city or association of homeowners or property owners against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the entire project. Final acceptance will be withheld until said maintenance bond is

furnished to the city.  
(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-5; Ordinance adopting Code)

**§ 10.02.006. General requirements and design standards.**

(a) Streets.

- (1) Conformity to major street plan. The width and location of streets shall conform to such major street plan as the city council may have adopted, both as to horizontal and vertical alignment and right-of-way widths.
- (2) Relation to adjoining street system. The proposed street system shall extend all existing major streets and such existing secondary and local-access streets as may be desirable for convenience of circulation. Where possible, the width and the horizontal and vertical alignment of extended streets shall be preserved.
- (3) Street jogs. Where off-sets in street alignment are, in the opinion of the city council, unavoidable, such off-sets may be employed provided the distance between centerlines is not less than 125 feet.
- (4) Large-lot subdivisions. If the lots in the proposed subdivision are large enough to suggest resubdivision in the future, or if part of the tract is not subdivided, consideration must be given to possible future street openings and access to future lots which could result from such resubdivision.
- (5) Through traffic. Local residential streets shall be designed so as to discourage high-speed or through traffic.
- (6) Topography. The street system shall bear a logical relationship to the natural topography of the ground.
- (7) Street right-of-way widths. Street width and street right-of-way width shall be measured from front lot line to front lot line of opposite lots.
  - (A) Residential streets. Residential streets shall have a minimum right-of-way width of 50 feet. Paving shall be not less than 24 feet in width with three-foot shoulders without curbs or not less than 27 feet with curbs, measured from back of curb.
  - (B) Collector streets. Collector streets shall have a minimum right-of-way width of 60 feet. Paving shall be not less than 24 feet in width with six-foot shoulders without curbs or not less than 37 feet with curbs, measured from back of curb.
  - (C) Major thoroughfare. The width of major thoroughfares shall be determined by the city council or the city's master thoroughfare plan; however, this classification carries a minimum right-of-way of 80 feet and a maximum of 120 feet.
  - (D) Minor arterial streets. Minor arterial streets shall have a minimum right-of-way width of 80 feet.
- (8) Street horizontal alignment. The maximum deflection in alignment permitted without use of curve shall not exceed one degree.
- (9) Major street curves. Curves along street centerlines shall conform to the following standards, with exceptions to these standards granted only by the city council:

Classification	Design Speed (MPH)	Centerline Radius (feet)	
		Desirable	Minimum
Major	55	1,000	800
Secondary	40	550	425
Local	30	300	200

- (10) Reverse curves. Reverse curves whenever possible shall be separated by a minimum tangent of 100 feet for minor arterial streets.
- (11) Vertical curves. Vertical curves shall be provided for all grade changes greater than one degree (see appendix 1).<sup>2</sup>
- (12) Dead-end streets/culs-de-sac.
  - (A) Turnarounds. Turnarounds are to have a minimum right-of-way radius of 50 feet and a pavement radius of 40 feet.
  - (B) Maximum length. The maximum length of a dead-end street with a permanent turnaround or a cul-de-sac with a permanent turnaround shall be 1,000 feet unless otherwise approved by the City Engineer due to topographic or other property constraints.
  - (C) Temporary turnaround. A temporary turnaround is to be provided at the end of streets more than 400 feet long that will be extended in the future. The following note should be placed on the plat: Cross-hatched area is temporary easement for turnaround until street is extended [give direction] in a recorded plat.
- (13) Street intersections.
  - (A) Angle of intersection. Except where existing conditions will not permit, all streets, major and minor, shall intersect at a 90-degree angle. Variations of more than ten degrees on minor streets and more than five degrees on major or secondary streets must first be approved by the city council.
  - (B) Radius at acute corners. Acute angle intersections approved by the city council are to have 25 foot or greater radii at acute corners.
  - (C) Centerline tie with existing streets. Each new street intersecting with or extending to meet an existing street shall be tied to the existing street on centerline with dimensions and bearings to show relationship.
- (14) Partial or half-streets. Partial or half-streets may be provided where the city council finds that a street should be located on a property line. The following note shall be used in all such dedications: “This \_\_\_\_\_ foot strip is dedicated as easement for all utility purposes including storm and sanitary sewers and shall automatically become dedicated for street purposes when and insofar as a \_\_\_\_\_ foot strip adjacent to it is so dedicated and the required improvements are installed.”
- (15) Reserve strips. Provisional one foot reserves may be used along the side or end of streets that

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2. Editor’s note—Appendix 1 is included as an attachment to this chapter.

abut acreage tracts, accompanied by a note on the plat that states as follows: "One foot reserve to become automatically dedicated for street purposes when adjacent property is subdivided in a recorded plat."

- (16) Street names. New streets shall be named so as to provide continuity of name with existing streets and so as to prevent conflict with identical or similar names in other parts of the city.
  - (17) Street and alley maintenance. The repair and maintenance of all streets and alleys shall be the responsibility of the city upon acceptance by the city.
- (b) Lots.
- (1) Use. All lots shown on the plat will be for residential purposes unless otherwise noted. The standards that follow apply to residential lots.
  - (2) Lot size. Lot size shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement.
  - (3) Minimum width. Minimum width shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement.
  - (4) Minimum depth. Minimum depth shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement.
  - (5) Lots on drainage easements. Minimum usable lot depths for lots backing on natural drainage easements shall not be less than 100 feet measured between front lot line and drainage easement.
  - (6) Lot width definition. The lot width is the average of front and rear lot dimensions.
  - (7) Lot shape. Lots should be rectangular insofar as practicable. Sharp angles between lot lines should be avoided. The ratio of depth to width should not ordinarily exceed two and one-half times.
  - (8) Lot lines. Side lot lines should be perpendicular or radial to street frontage and the following note may be used in lieu of bearings: All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
  - (9) Lot facing.
    - (A) Street frontage. Each lot shall be provided with adequate street access.
    - (B) Front facing. In general, an arrangement placing adjacent lots at right angles to each other should be avoided.
  - (10) Lot numbering. All lots are to be numbered consecutively within each block. Lot numbering

may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plan.

- (11) Driveway restrictions. Rear and side driveway access to major thoroughfares shall be prohibited.

(c) Building lines.

- (1) Front street. The front building lines shall not be less than 20 feet from the front property line.
- (2) Side, rear. Side, front and rear shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement.

(d) Alleys.

- (1) Alley width. Where provided, alley rights-of-way shall not be less than 20 feet.
- (2) Alley intersections. All alleys intersecting with another alley shall have a centerline radius of 40 feet, a property line radius of 30 feet, and shall conform to the standard details.
- (3) Dead-end alleys. Dead-end alleys will not be permitted. Alleys in new subdivisions shall connect to alleys in adjacent subdivisions wherever feasible.
- (4) Alleys required. Alleys shall be required in all business areas and in those portions of new residential subdivisions where partial blocks are needed to complete existing blocks with alleys.

(e) Easements.

- (1) Size. The size of easements for drainage shall be a minimum of 15 feet in width or as established by the city engineer.
- (2) Use. Where necessary, easements shall be retained for wires, conduits, storm sewers, sanitary sewers, water lines, open drains, gas lines or other utilities. Such easements may be required across parts of lots (including side lines), other than as described above, if in the opinion of the city engineer same is needed.
- (3) Underground utilities. All subdivisions shall place all internal utilities underground after the effective date of this article. Any 3-phase power shall be permitted overhead in designated areas.
- (4) Major trees within utility easements. Every precaution shall be utilized to protect the natural environment of the subdivision, preserving prominent trees wherever possible, and the owner/subdivider shall advise the city council of the necessity of destroying an inordinate amount of trees, and the method of restoration of the area in keeping with the spirit of the city.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-6)

**§ 10.02.007. Improvements.**

- (a) Monuments. Concrete monuments eight inches in diameter and 15 inches long shall be placed at reasonable intervals at all corners of the boundary lines of a subdivision. The exact intersection point on the monument shall be marked by a reinforcing bar one-half inch in diameter and 12 inches long embedded in the concrete monument.

Intermediate property corners, curve points and angle points shall be marked with a piece of one-half inch round reinforcing rod driven flush with the finished ground level or lower if necessary in order to keep same from being disturbed.

- (b) Other required improvements, see engineering and construction standards.  
(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-7)

**§ 10.02.008. Landscape buffers.**

- (a) **Street buffer.** In all zoning districts, a 10-foot landscape edge or buffer must be provided along the entire length of the perimeter of a lot or subdivision where the perimeter is adjacent to a minor arterial street, exclusive of driveways and alleys. The paved and unpaved portion of any city right-of-way shall not be included in this 10-foot buffer.
- (b) **Zoning district buffer.** Whenever a nonresidential use, mobile-home use, or multifamily use is adjacent to property used or zoned for single-family residential purposes, the more intensive land use shall provide a landscaped area edge of at least ten feet in width along the common property line.
- (c) **Subdivision entryways.** These are for entrances along throughfares. These regulations do not include minor entrances off of collectors within the overall development limits.
- (1) Entryways into and exits from subdivisions shall be landscaped. Both sides of streets, whether public or private, which serve as a means of ingress or egress from residential subdivisions that consist of at least ten lots shall be landscaped on both sides of the entry or exit way.
  - (2) Each landscape area shall consist of not less than 25 feet of frontage along the entry and exit way and 25 feet of frontage along the adjacent street, and shall have a depth of at least 10 feet.
  - (3) Subdivision entryway landscaping shall be designed so as to avoid an impairment of visibility of operators of motor vehicles entering and exiting the subdivision when the plant materials reach full maturity.
  - (4) The developer and/or property owners of residential subdivisions that consist of ten or more lots shall have a homeowners' association that shall be responsible for the perpetual maintenance and upkeep of all common landscape areas.
- (d) **Plant materials.**
- (1) Landscape buffers and landscaped areas of subdivision entryways shall be planted with at least one shade tree (minimum four inches in caliper measured at four feet above natural grade and 16 feet in height at time of planting) for each 30 linear feet or portion thereof of adjacent exposure.
  - (2) When required to be planted, tree types should include trees identified in the "approved replacement tree list" of the city's Tree Preservation Code. Landscape buffers and areas shall also consist of shrubs, ornamental trees, ground cover, or sod. All plant materials shall conform to the requirements described in the most current edition of "American Standards for Nursery Stock" published by the American Association of Nurserymen.
  - (3) No tree may be planted closer than five feet of the paved portion of any impermeable surface.
  - (4) No plant material shall be planted or located in such a way that, at full maturity, the plant material may obstruct or impair the view of operators of motor vehicles on any public or private

street or interfere with the use and maintenance of utility fixtures or equipment.

- (5) In the event that any plant materials shall die or be removed or destroyed within a period of one year after planting, the developer, property owner or homeowners' association shall replace the plant material with similar or suitable plantings.

(e) Waivers by city council.

- (1) The city council may reduce the width of the required landscape buffer when the reduction is required for public improvements.
- (2) The city council may waive or modify any of the requirements of this section upon application by the developer, property owner or homeowners' association, following recommendation by the planning and zoning commission, when deemed to be in the best interests of the public health, safety, morals or general welfare.

(f) Landscape plans.

- (1) Prior to or simultaneously with the submission of an application for approval of a site plan or final plat, including replats of existing lots and subdivisions, a landscape plan must also be submitted.
- (2) The landscape plan must show the location, type and species of all plants and plant materials and must affirmatively show compliance with the requirements of this section.
- (3) Landscape plans shall make provisions for perpetual maintenance by the developer, property owner or homeowners' association.

- (g) Lot coverage for nonresidential property. For nonresidential and multifamily property, at least 15 percent of the gross lot or tract (exclusive of rights-of-way) shall be maintained as a landscaped area. All screening, parking perimeter, and interior parking landscaping shall be included in the overall 15 percent of gross site landscaping. No parking lot tree island may be less than ten feet wide in any dimension and shall not contain less than 100 square feet of continuous permeable land.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-7A)

**§ 10.02.009. Floodplains.**

No permanent structures shall be built within any floodplain at an elevation below the 100-year flood line. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-8)

**§ 10.02.010. Drainage requirements.**

(a) General policy.

- (1) The commission shall not recommend for approval any plat, development plan, or subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins and the city council may not approve such plats, development plans, or subdivisions without such provisions. Drainage provisions shall ensure the health and safety of the public and property in times of flood and such drainage facilities shall not cause excessive increases in flood heights or velocities, particularly to adjacent and downstream properties. When calculations indicate that curb capacities are exceeded at a point, no further allowance shall be

made for flow beyond that point, and basins shall be used to intercept flow at that point.

- (2) The owner/subdivider or applicant may be required by the planning and zoning commission or city council as a condition of preliminary plan and/or final plat approval to carry away by pipe or open ditch any spring or surface water that exists either previous to, or as a result of, the subdivision. Such drainage facilities shall be located in the road right-of-way where feasible, or in perpetual unobstructed easements of appropriate width, and shall be constructed in accordance with the construction standards and specifications of the town.
- (b) General design standards. For all subdivisions consisting of more than ten lots, the following requirements must be demonstrated as a condition for the approval of any preliminary plan or final plat, and must be shown on the face of the plan or plat or by separate document filed contemporaneously with the application for approval of the plan or plat:
- (1) Coordination with any comprehensive master drainage plan adopted by the city council is required and shall be demonstrated in the preliminary plan and/or final plat.
  - (2) The complete drainage system is composed of:
    - (A) The initial system, consisting of inlets, storm drains, and the associated appurtenances to convey the initial storm runoff (ten-year); and
    - (B) The major system of the major runoff (100-year), which consists of swales, creeks, channels, floodways and emergency overflows to prevent water encroachment into residential and commercial facilities.
  - (3) Channels to be designed to convey the 100-year flow. Adequate erosion control shall be provided based on design velocities as approved by the City Engineer.
  - (4) Utilization of retention ponds and dispersion areas and preservation of major floodplains, etc., shall be strongly encouraged and may be required if a proposed drainage improvement is found to create actual or potential upstream, adjacent or downstream property damage due to the creation of excessive flood velocities or heights.
  - (5) The city's major drainage floodplains that are still functioning in a natural or semi-natural state will require special drainage and other preservation considerations. To implement this policy of the natural 100-year floodplain for flooding areas draining one square mile or more, it may be recommended that these areas be zoned for planned development when zoning requests are made so that channel improvements and preservation efforts will be coordinated and defined on the site plan before detailed plans are submitted.
  - (6) Criteria for pipes.
    - (A) Minimum velocity with the pipe flowing full shall be three feet per second.
    - (B) The minimum storm drainpipe diameter shall be 15 inches.
    - (C) Pipe diameters shall not normally decrease downstream.
    - (D) Pipe crowns at change in sizes should be set at the same elevation.
  - (7) Vertical curves in the conduit will not be permitted, and horizontal curves will be permitted in accordance with pipe manufacturer's recommendations.
  - (8) Inverted crown sections will be permitted only in alleys.
  - (9) At streets with culverts or bridges, an emergency overflow shall be provided to contain the 100-

year channel flow within the building lines.

- (10) Detention ponds may be used to control the increase in runoff between the development and undeveloped areas if approved by the city council.

(c) Off-site drainage.

- (1) The owner or developer of property to be developed shall be responsible for all storm drainage flowing on his property in the pre-developed condition. This responsibility includes the drainage directed to that property naturally flowing through the property by reason of topography.
- (2) Adequate consideration shall be given by the owner in the development of property to determine how the discharge leaving the proposed development will affect adjacent and downstream property.
- (3) On lots or tracts of three acres or more where stormwater runoff has been collected or concentrated, it shall not be permitted to drain onto adjacent property except in existing creeks, channels or storm sewers unless proper drainage easements or notarized letters of permission from the affected property owners are provided. If necessary easements or letters of permission cannot be obtained, the city engineer will review the downstream damage potential and make recommendations to the commission and city council.
- (4) The owner/subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements.
- (5) Where it is anticipated that additional runoff incidental to the development of the subdivision will overload an existing downstream drainage facility, whether natural or manmade, the commission or city council may withhold approval of the subdivision, and the city may refuse to issue building, construction or development permits, until improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc., are made.
- (6) In areas where downstream pipes or channels are adequate to handle proposed increased flows, the city as one alternative may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

(d) Drainage easements.

- (1) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

- (2) When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the city. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.
- (3) The owner/subdivider shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the planning and zoning commission or city council.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-9)

**§ 10.02.011. Street, alley and drainage maintenance and repair.**

The construction, maintenance and repair of all streets, roadways, alleys, and drainage improvements shall be the responsibility of the city upon acceptance by the city.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-10)

**§ 10.02.012. Reservations.**

- (a) Permitted purposes. No land contained in the proposed subdivision shall be reserved for any use other than a use permitted by the zoning ordinance for the district in which the land to be reserved is located.
- (b) Designated on plat. The specific use for which each piece of land is to be reserved must be shown by appropriate label or description on the subdivision plat. Provision for future abandonment of a reservation as may be appropriate must likewise be shown on said plat.
- (c) Parks and open space. The location and size of parks and open space shall be in accordance with the city park sites plan. Park sites when purchased by the city shall be purchased at the developer's acreage cost plus a prorated cost of improvements.
- (d) Schools. The location and size of schools shall be in accordance with the city school sites plan and with the requirements of the school district.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-11)

**§ 10.02.013. Variances.**

When an owner/subdivider can show that a provision of these regulations would cause unnecessary hardship if strictly adhered to and where, because of some condition peculiar to the site, in the opinion of the city council a departure may be made without destroying the intent of such provisions, the city council may authorize a variance.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-12)

**§ 10.02.014. Penalty.**

Any person violating this article or any portion thereof shall upon conviction be guilty of a misdemeanor and shall be assessed a fine of not less than one dollar nor more than \$2,000.00, and each day that such violation continues shall be considered a separate offense and punishable accordingly.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-13)

**§ 10.02.015. Severability.**

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this article shall not be affected thereby, it being the intent of the city council in adopting this article that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this article.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-14)

**§ 10.02.016. Effective date.**

This article shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provide.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-15; 2007 Code, ch. 70, app. 1, sec. 11)

**ARTICLE 10.03**  
**STANDARD STREET SPECIFICATIONS AND CONSTRUCTION DETAILS IN**  
**SUBDIVISIONS**

**§ 10.03.001. Subdivider financial responsibility and duty.**

Each subdivider shall, at his own expense and cost, pay for constructing all residential streets within his subdivision.

(Ordinance 91-1, adopted 1/13/92; 2007 Code, sec. 66-40)

**§ 10.03.002. Street paving strength requirements.**

A seven-inch thickness of concrete pavement on a compacted subbase shall be required unless otherwise approved by the City Engineer. The concrete must have a 28-day compressive strength of 3,000 pounds per square inch (ppsi). All steel reinforcing shall be deformed No. 3 bars on 18-inch centers both ways.

(Ordinance 91-1, sec. 1, adopted 1/13/92; 2007 Code, sec. 66-41)

**§ 10.03.003. Stabilization of the subgrade.**

Subgrade stabilization must be six inches thick with hydrated lime. This shall be spread uniformly and sprinkled to the proper moisture content. The soil, lime and water shall be mixed until a homogenous product is obtained that is free of clods and lumps. The mixture shall be immediately rolled and compacted to 95 percent of standard proctor density.

(Ordinance 91-1, sec. 2, adopted 1/13/92; 2007 Code, sec. 66-42)

**§ 10.03.004. Paving width requirements.**

The width of all residential streets shall be no less than 28 feet between both faces. The minimum right-of-way requirement shall be no less than 50 feet.

(Ordinance 91-1, sec. 3, 1/13/92; 2007 Code, sec. 66-43)

**§ 10.03.005. Pavement slopes (traverse).**

The traverse pavement slope shall consist of a parabolic curve from the pavement centerline to the curb. The crown of the curve shall be one-fourth-inch per one foot of street width above the curb level grade.

(Ordinance 91-1, sec. 4, adopted 1/13/92; 2007 Code, sec. 66-44)

**§ 10.03.006. Sawed dummy joints; expansion joints.**

- (a) Sawed dummy joints (traverse) shall be required and shall not be more than 20 feet apart.
- (b) Longitudinal sawed dummy joints shall be required when concrete is poured in a continuous width of 20 feet or more. The longitudinal dummy joints shall be located at the centerline of the total width.
- (c) Expansion joints shall be placed at distances no greater than 600 feet.

(Ordinance 91-1, sec. 5, adopted 1/13/92; 2007 Code, sec. 66-45)

**§ 10.03.007. Street arrangement.**

- (a) All streets shall be laid out so that they intersect at right angles with a maximum tolerance of plus or minus five percent.

- (b) Culs-de-sac shall not be longer than 1,000 feet from the nearest intersecting street unless otherwise approved by the City Engineer due to topographic or other property constraints and shall provide a turnaround having an outside roadway diameter of at least 100 feet in areas zoned SF2 and SF3. Culs-de-sac shall not be longer than 3,000 feet in areas zoned SF1.  
(Ordinance 91-1, sec. 6, adopted 1/13/92; 2007 Code, sec. 66-46)

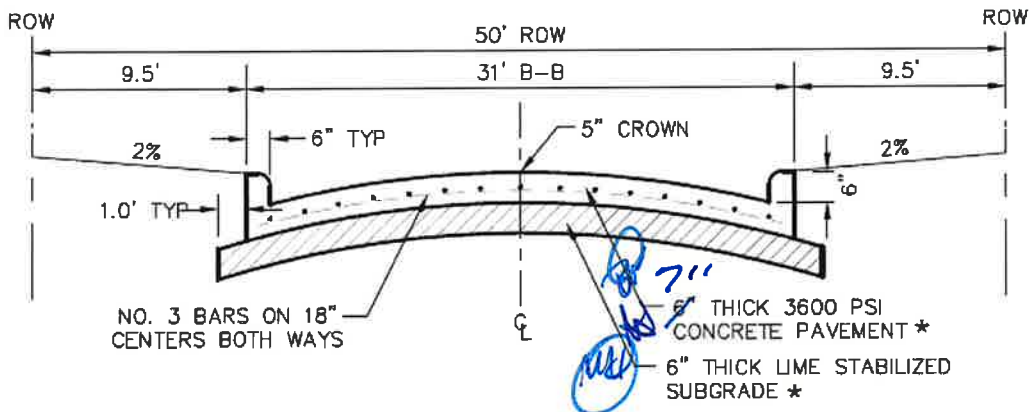
**§ 10.03.008. Speed limits.**

Speed limits on residential streets shall be no more than 30 mph. The subdivider shall at his own expense provide and install speed limit signs.  
(Ordinance 91-1, sec. 7, adopted 1/13/92; 2007 Code, sec. 66-47)

**§ 10.03.009. Street names.**

All streets must be named and the names must be approved by the city council.  
(Ordinance 91-1, sec. 8, adopted 1/13/92; 2007 Code, sec. 66-48)

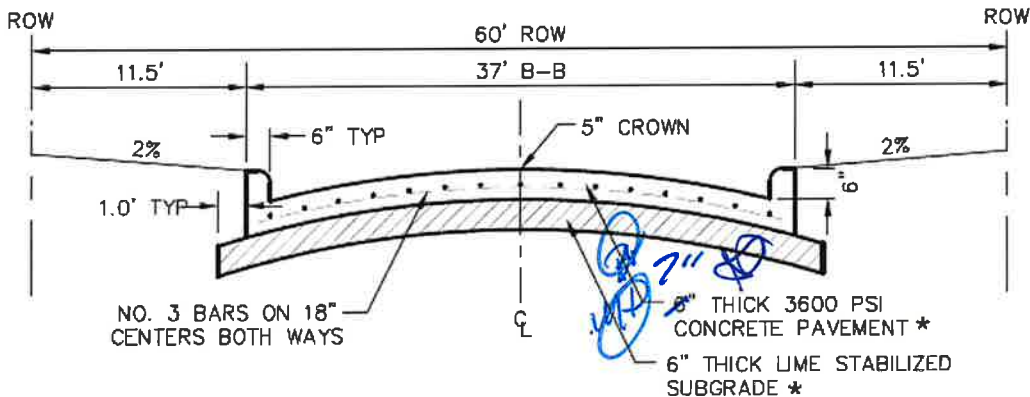
**EXHIBIT E**  
**STREET SECTIONS**



**PARABOLIC STREET SECTION (LOCAL STREETS)**

NTS

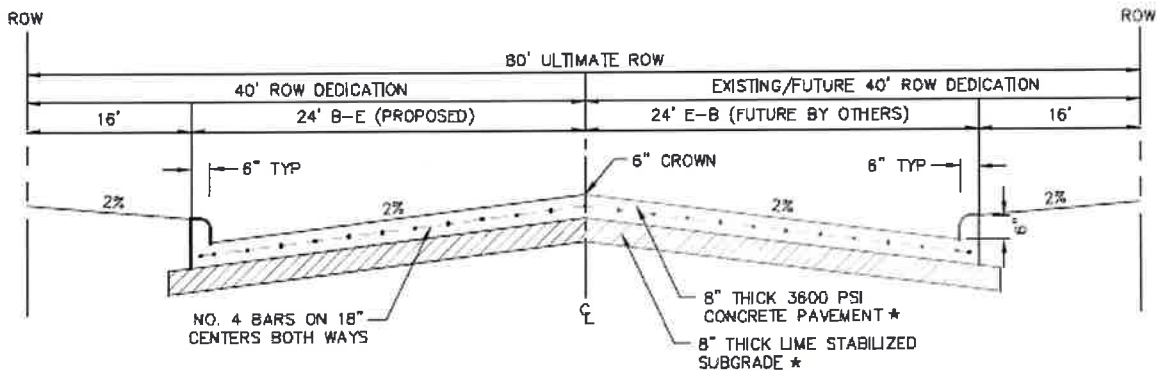
\* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



**PARABOLIC STREET SECTION (COLLECTOR STREETS)**

NTS

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



## EDWARDS ROAD/LEAGUE ROAD PROPOSED STREET SECTION

NTS

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

**EXHIBIT F**  
**ENGINEERING STANDARDS**

SUBDIVISION REGULATION

10 Attachment 1

**APPENDIX 1  
ENGINEERING AND CONSTRUCTION STANDARDS FOR STREETS AND  
DRAINAGE, WATER AND SEWER SYSTEMS**

**Section 1. Definitions pertaining to this section, Appendix 1, Engineering and construction standards**

The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building setback line. The line on a plat delineating the nearest point to which buildings may be located to a street line, alley line or building lot line.

City. The City of McLendon-Chisholm, Texas.

Dead-end street. A street, other than a cul-de-sac, with only one outlet.

Engineer. A person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of engineering, and when reference is made to the city engineer, the designation means either an engineer directly employed by the city or the city's engineering consultants, as the case may be.

Inspector. A person duly authorized by the city who may be employed by the city or by the city's engineering consultants, as the case may be, and designated to inspect any portion or all of the construction performed in the subdivision either on a part-time or full-time basis. His duties shall consist of inspecting all work during construction and/or after completion to determine compliance with the plans, specifications and subdivision regulations, with authority to stop the work during construction for non-completion, if the work is defective.

Local residential or minor street. A public thoroughfare which is intended primarily to serve as access to residential property within a neighborhood interior or limited residential district and is not aligned or located to attract other than limited local traffic movements.

Lot. An undivided tract or parcel of land having frontage on a public street and which is, or in the future, may be offered for sale, conveyance, transfer or improvement as a building site; which is designated as a distinct and separate tract.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 1)

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**Section 2. Policy**

(a) Approval of city. It shall be unlawful for any owner of land to lay out, subdivide, plat or replat any land into lots, blocks and streets within the city, or within the extraterritorial jurisdiction of the city without the approval of the city council. It shall be unlawful for any such owner or agent to offer for sale or sell property therein or thereby, which has not been laid out, subdivided, platted or replatted with the approval of the city council.

(b) Design standards. Typical cross sections shall be shown on the plat of the type and width of paving proposed for the streets. Curbs and gutters, pavement types and drainage structure design standards of the city, per this development agreement, shall be used, subject to the approval of the city council and the city's engineer.

(c) Completion and inspection. Once the final plat has been approved by the city council, the filing of final plats will not be permitted until the streets have been completed and inspected by the city or a bond of an equivalent amount of money placed in escrow to cover the cost of the streets and utility installation.

(d) Recording required. The final approval of a final plat of a subdivision shall be invalid unless such approved plat of such subdivision is recorded in the office of the county clerk within 1 year after the date of its final approval by the city council.

(e) Building permits, utility connections. No building permit nor any water, sewer, plumbing or electrical connections shall be issued by the city to the owner or any other person with respect to any property in any subdivision covered by this article until:

- (1) Such time as the developer and/or owner has complied with the requirements of this article and the final plat regarding improvements with respect to the block facing the street and/or streets on which the property abuts, including the installation of streets with proper base and paving, curb and gutter, alleys, water and sewer services and drain facilities where necessary, all according to the specifications of the city; or
- (2) Until the developer and/or owner files a corporate surety bond with the city in a sum equal to the cost of such improvements for the designated area guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 2)

**Section 3. Street improvements and oversizing**

(a) When a proposed subdivision of land abuts on both sides of an existing standard road, or on one side of said road, being substandard according to the then-existing current Texas Department of Transportation Standard Specifications, the developer shall be

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required to improve the existing road, to bring the same to the Texas Department of Transportation Standards, or replace it with a standard city street at no cost to the city. If the proposed subdivision is located along only one side of a substandard road, and when in the city council's judgment, it is not feasible to reconstruct said substandard road at the time of the development of said subdivision, the city council may permit the developer to pay into escrow an amount equal to 115 percent of the cost of said improvements as a condition of the approval of the final plat of the subdivision. If the proposed subdivision is located along a state road, which is

considered substandard, the developer shall be required to escrow funds for the cost of improvements for curb and gutter and storm drainage. State roads shall include St. Hwy. 205, FM 550 and FM 1139. The amount of the escrow shall be determined by the city engineer and shall be payable prior to construction of the subdivision streets and utilities. When funds have been provided and placed in escrow with the city for the development of a substandard road, and the road is reconstructed by a party other than the escrowing developer and at no cost to the city, the escrowed funds and accrued interest, if any, shall be refunded to the developer after completion and acceptance of the improvements. Where in its judgment, the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially injured, the city council may, in specific cases, at a regular meeting of the city council, and subject to appropriate conditions and safeguards, authorize special exceptions to these regulations in order to permit reasonable development and improvement of property where the literal enforcement of these regulations would result in an unnecessary hardship.

(b) All new roads within proposed subdivisions shall, at minimum be built to a width and design which will adequately serve that subdivision. In addition, when required by the city in the interest of the community, the developer may be required to build larger streets to the width shown on the thoroughfare plan. Streets which dead-end at power lines, railroads, or similar right-of-way, which are intended for future extension across these rights-of-way, shall be constructed in right-of-way for half the distance across the rights-of-way. Where streets are adjacent to undeveloped land and the property line is normally the centerline of the street, the developer shall provide right-of-way of sufficient width and shall construct paving a minimum width of 27 street width feet, if deemed necessary by city engineer or traffic planner. In the event the street and/or railroad crossing has been constructed or is being constructed by others, the developer shall pay his pro-rata share of the improvements. Escrow or pro-rata shall be payable prior to construction of streets and utilities.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 3)

### **Section 4. Off-site access roadways**

[Deleted]

### **Section 5. Street lighting**

Developer shall be required to provide streetlights in all new subdivisions. Lights will be

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the equivalent of 175-watt mercury vapor streetlights located at entrances, intersections and cul-de-sac with exceptions to be approved by the city council. All collector and thoroughfare, or commercial streets, shall have high-pressure sodium vapor fixtures with wattage of 250 to 400 watts as directed by the city. In some instances, greater wattage may be required by the city. The city reserves the right to inspect the street lighting construction. Initial cost of installation and cost of operation and maintenance shall be paid to the local utility company. Maintenance and operation costs shall be the responsibility of the city upon acceptance by the city.

### **Section 6. Street signs**

The developer of a subdivision shall at his expense install street signs to the city specifications prior to any building permits being issued for this subdivision. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 6)

### **Section 7. Inspection of construction by city personnel**

All inspection of construction and verification of compliance to the plans and specifications shall be conducted by the city's staff under the direction of the engineer. Streets are included in this inspection requirement. The developer shall advise all of his construction contractors of this requirement. No development will be accepted by the city until all construction has been approved by the city's staff. The developer shall be responsible for any additional expense to the city, at a rate established by the city, at any time when inspection is done after normal business hours of the city, or when the improvements built will be privately owned. The developer will be responsible for furnishing to the city the original reproducible engineering drawings corrected to show "as-built" conditions before any utility improvements will be accepted. Building permits will not be issued until all public or required improvements are accepted by the city, unless in the opinion of the city engineer, issuance of building permits prior to completion will not be detrimental to the city. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 7)

### **Section 8. Street system**

(a) General. The street system, including the street layout, shall be in accordance with generally accepted engineering practices and in compliance with the comprehensive plan, the zoning ordinances, the subdivision regulations and other applicable regulations and ordinances. The plans and specifications, design computation, and other applicable data shall be submitted to the city for review. The subgrade materials will be tested in accordance to the standard specifications for construction, unless otherwise approved by the city. In general, the soils testing will include the testing of Atterburg limits. Lime stabilization of the subgrade will be required if the plasticity index (P.I.) is 15 or above. Lime stabilization or concrete stabilization may be required for soils showing a P.I. of 15 or less. Construction shall not commence prior to approval of the plans and specifications by the city. All changes during construction shall be submitted to the city engineer for

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approval prior to any construction modifications.

(b) Street arrangement. Unless otherwise approved by the city, provisions shall be made for the extension of existing major arterials, collector streets and those residential streets which may be necessary to provide circulation with adjacent areas. The street arrangements shall conform with the intent of the thoroughfare plan as adopted by the city. Adequate collector streets shall be provided for the circulation of traffic throughout the development. Residential streets shall be provided to accommodate local area use within the development. Off-center street intersections will not be approved except under unusual circumstances. A minimum distance of 150 feet shall be provided for off-center street intersections unless approved by the city engineer. On major arterial streets the city may require distances greater than 150 feet for off-street intersections. Curvilinear streets are permissible and encouraged in residential areas.

(c) Horizontal curve limitations. The minimum radii at the centerline of the street shall be in accordance with Table 8.1.

<b>Table 8.1 Minimum Radii Requirements at the Centerline of Streets</b>	
<b>Type of Street</b>	<b>Minimum Radius in Feet</b>
Residential Street	200

(d) Block lengths. In general, streets shall be provided at such intervals as to serve cross traffic adequately and to intersect with existing streets. Where no existing plats control, the blocks shall be not more than 1,600 feet in length or less than 300 feet in length except in unusual cases. Block arrangements must provide access to all lots, and in no case shall a block interfere with traffic circulation.

(e) Street intersections. More than two streets intersecting at one point shall be avoided except where it is otherwise impractical to secure a proper street system. Where several streets converge at one point, setback lines, special rounding or cut-off corners and/or a traffic circle may be required to ensure safety and to facilitate traffic movement. When possible, arterial and collector streets shall intersect other arterial and collector streets at an angle of 90 degrees. Arterial and collector street intersections shall have property line corner radii with a minimum tangent distance of 30 feet. Residential streets shall have as the property line corner the point of intersection of intersecting streets. In all cases the curb radii at intersections shall have a minimum radius of 20 feet as well as a minimum tangent distance of 20 feet measured from the face of the curb. In all cases of streets that intersect at angles other than 90 degrees, the city may require radii that in the city's judgment best serve the situation.

(f) Relation to adjoining streets. The system of streets designated for the development must, except in unusual cases, connect with streets already dedicated in adjacent developments. Where no adjacent connections are platted, the streets must be the reasonable projection of streets in the nearest subdivided tracts and must be continued to the boundaries of the tract development so that other developments may eventually

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connect with the proposed development. Strips of land controlling access to or egress from other property or any street having the effect of restricting or damaging the adjoining property for development or subdivision purposes or which will not be taxable or accessible for special improvements shall not be permitted in any development unless such reserve strips are conveyed to the city in fee simple. When such access is needed to maintain permanent city-owned utilities, the roadway will be an improved right-of-way. If the utilities are temporary, an improved easement may be approved.

(g) Dead-end streets, culs-de-sac. Cul-de-sac or courts or similar dead-end streets may be permitted where the form or contour of the land or the shape of the property make such street design appropriate. Such culs-de-sac, courts or places shall provide proper access to all lots and shall generally not exceed 1,000 feet in length, and a cul-de-sac shall be provided at the closed end with a minimum right-of-way radius of 50 feet. The minimum right-of-way for streets and culs-de-sac are as set forth in Table 8.2.

<b>Table 8.2 Minimum Right-of-Way Requirements</b>	
<b>Type of Street</b>	<b>Minimum Right-of-Way in Feet</b>
Residential	50
Culs-de-sac	50**

The required right-of-way for state highways and streets may exceed this minimum right-of-way standard.

\*\* The right-of-way radius in the cul-de-sac section shall be a minimum of 50 feet.

(h) Street grades. Thoroughfare streets may have a maximum grade of five percent, unless the natural topography is such as to require steeper grades, in which case a seven and one-half percent grade may be used for a maximum continuous distance of 200 feet. Collector streets may have a maximum grade of seven and one-half percent. Residential streets may have a maximum grade of ten percent, unless otherwise approved by the city where the natural topography is such as to require steeper grades. All streets must have a minimum grade of at least five-tenths of one percent. Centerline grade changes with an algebraic difference of more than one percent shall be connected with vertical curves in compliance with the minimum length requirements set forth in Table 8.1.

(i) Pavement design. Pavement design shall be in accordance with good engineering practice. All streets shall be constructed from Class “C” concrete. Pavement shall be reinforced with No. 3 bars at 18-inch centers in both directions. Minimum concrete thickness of pavement shall be six inches for residential and minor collector streets which are not subject to heavy truck or equipment traffic. The design speed shall be in accordance with the following tables:

**Table 8.3 Minimum Length of Vertical Curves–In Feet**

<b>Crest Vertical Curves</b>
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Algebraic Difference In Grade – Percent	Design Speed		
	30 MPH	40 MPH	50 MPH
1.0	100	100	100
2.0	100	110	170
3.0	100	165	225
4.0	120	220	340
5.0	150	275	425
6.0	180	330	510
7.0	210	385	595
8.0	240	440	680
9.0	270	495	765
10.0	300	550	850

Sag Vertical Curves			
Algebraic Difference In Grade–Percent	Design Speed		
	30 MPH	40 MPH	50 MPH
1.0	100	100	100
2.0	100	110	150
3.0	105	165	225
4.0	140	220	300
5.0	175	275	375
6.0	210	330	450
7.0	245	385	525
8.0	280	440	600
9.0	315	495	675
10.0	350	550	750

**Table 8.4 Maximum Design Speeds for Thoroughfares and Streets**

Type of Street	Maximum Design Speed
Residential Streets	30 Miles Per Hour

The subgrades shall be compacted and finished to a smooth uniform surface. Subgrades of native material which have a Plasticity Index (P.I.) of 15 or more shall be lime stabilized to a minimum depth of six inches. The lime stabilization shall be used for the full width of the street, back of curb to back of curb, plus one foot on each side. The minimum lime content shall be six percent of the dry weight of the material.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 8)

**Section 9. Drainage and storm sewers**

Adequate drainage shall be provided within the limits of the subdivisions and drainage design and improvements shall be shown on the plat. The protection of adjoining property and downstream properties shall be considered in the review of plans submitted. An application for approval of a preliminary plan or final plat may be denied if adequate provisions are not clearly displayed within the content of the application.

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- (1) Size. Sizing of inlets, storm sewers, out falls, culverts and drainage ditches will be based on the following:

Design storm. The design storm will be based on rainfall intensity-frequency data published by the U. S. Weather Bureau, Technical Paper 25. Pipe storm sewers and streets carrying storm will be designed with a combined capacity to carry the 50-year storm. Storm drainage systems with an emergency overflow will be designed to carry the 50-year storm. Bridges will be designed with a low point two feet above the 50-year storm line. Storm drains with no emergency overflow will be designed to carry the 100-year storm.

Runoff computations. To determine the runoff rates for the various areas, the standard rational method will be used, utilizing the formula  $Q=CIA$ , where  $Q$  = rate of runoff in cubic feet per second,  $C$  = runoff coefficient,  $I$  = rainfall intensity for the particular duration in inches per hours, and  $A$  = the drainage area in acres.

Drainage areas will be arrived at by considering location of high and low points on street grades, drainage divides in the area, and general configuration of existing and finished grades.

Runoff coefficient. The runoff coefficient which considers the character of the land use and the imperviousness of the drainage area shall be determined from the zoning map or master plan for the city. The runoff coefficient for the appropriate land uses shall be as follows:

Commercial areas: 0.90

Industrial areas: 0.85

Residential areas: 0.50

Apartment areas: 0.80

Park areas: 0.35

Paved areas: 0.90.

- (2) Time of concentration. The time of concentration will be calculated by determining the longest route the runoff will follow and dividing this length by the average velocity (FPS) of the water from the following chart:

Description of	Slope in Percent
----------------	------------------

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<b>Watercourse</b>	<b>0- (ft./sec.)</b>	<b>4-7 (ft./sec.)</b>	<b>8-11 (ft./sec.)</b>	<b>12-15 (ft./sec.)</b>
Woodlands	1.0	2.0	3.0	3.5
Pastures	1.5	3.0	4.0	4.5
Cultivated	2.0	4.0	5.0	6.0
Pavements	5.0	12.0	15.5	18.0

Minimum time of concentration for residential is 15 minutes

- (3) Sizing of sewers. Sewers shall be sized to carry the discharge (Q) derived from the above formula. Capacity of storm sewers will be determined by the use of Manning's formula on the basis of hydraulic gradients rather than the physical slope of the pipe. Minimum size of the storm sewer shall be 18 inches or equivalent.
- (4) Sizing and spacing of inlets. Inlets shall be spaced so that maximum spread of water will provide one dry traveling lane on major and secondary thoroughfares, and major and secondary streets. Inlets will be provided at all sag points in gutter gradient. On thoroughfares, all inlets shall be recessed a minimum of 18 inches from the face of curb, and curbs shall be tapered to the inlet. Inlets will be sized using an allowable capacity of one cubic foot per second of opening for a throat height of seven and one-half inches.
- (5) Manholes. Manholes (inlets or junction boxes) shall be provided at main sewer intersections, and at a maximum of 500 feet on straight lines. Design of manholes shall conform to city standards. Storm pipe can be designed using curves.
- (6) Inlets. Design of inlets shall conform to city standards.
- (7) Pipe. Pipe for storm drains shall be concrete pipe in sizes as shown on the approved plans. All pipe shall be reinforced concrete pipe (RCP), ASTM C76, Class 3. Where, in the opinion of the city building official or engineer, added strength of pipe is needed for traffic loads over minimum cover or for excessive height of backfill, concrete sewers may be used for storm sewers 36 inches and larger.
- (8) Ditches. Drainage ditches, where approved by the city council, may be used for outfalls to natural or major drainage channels. Ditches shall have a minimum grade of not less than one-tenth percent and side slopes not steeper than 2:1, unless side slopes are paved.
- (9) Out falls. Out falls from sewers and ditches into natural drainage ways shall enter at the grade of the natural drainage channel. If necessary, drop type outfall structures shall be used to prevent erosion.
- (10) Major drainage ways and structures. Design of major drainage ways through a subdivision and major structures, such as box culverts or bridges, across a

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major drainage channel, shall be coordinated with the county flood-control district, if such exists.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 9)

**Section 10. Water service**

An approved water service plan from a municipal water supply, rural water supply corporation, municipal utility district, or privately owned water system or individual wells shall be furnished. The location of all fire hydrants must be clearly shown. Fire hydrants shall only be placed on line of adequate size and pressure to provide fire water per state standards or city standards. Water sources to fill fire trucks may be required in the subdivision. Verification must be provided by letter from the applicable water supplier, accompanied by a copy of the minutes of the board and/or other corporate approval, which certifies that the water supply and proposed meter/water distribution system are sufficient in quality, quantity, and pressure to adequately meet the future needs of the inhabitants of the proposed subdivision. The minimum standards consist of six inch lines-looped.

- (1) Water lines. Water systems shall be of sufficient size to furnish adequate domestic water supply, to furnish fire protection to all lots, and to conform with any master water plan of the city. All water mains shall generally be constructed in street rights-of-way.
- (2) Pipe. Pipe shall be in accordance with Blackland requirements.
- (3) Size. Pipe shall be in accordance with Blackland requirements.
- (4) Fittings. Fittings shall be in accordance with Blackland requirements.
- (5) Fire hydrants. Fire hydrants shall be in accordance with Blackland requirements.
- (6) Embedment. Embedment shall be in accordance with Blackland requirements.
- (7) Pressure test. Pressure test shall be in accordance with Blackland requirements.
- (8) Disinfection. Disinfection shall be in accordance with Blackland requirements.
- (9) Modeling analysis requirements.

(A) A water distribution modeling analysis shall be performed by the

## SUBDIVISION REGULATION

applicable water supplier and submitted to the city engineer for review and approval with submittal of engineering plans of the final plat. In addition, once the fire hydrants are installed and pressurized, an independent testing laboratory shall field verify the residual pressure and flow required per the International Fire Code, as adopted by the city. The test results shall be submitted to the city engineer for review and comment as a part of the plat review process.

- (B) All subdivisions within the city and the city's extraterritorial jurisdiction shall require a water distribution modeling analysis from the applicable water supplier's engineer demonstrating the water supplier's ability to provide water in sufficient volume and pressure for domestic use and fire protection. The modeling analysis must, at a minimum, depict adding the proposed subdivision's normal water demand in addition to providing model runs per IFC requirements of one (1) hour fire flow and demonstrating how this will affect the operation and performance of the existing water distribution system. The modeling analysis shall be submitted concurrently with the engineering plan review to the city engineer for review and approval.

(Ordinance 2007-11, ex. A, adopted 7/23/07; Ordinance 2009-07, sec. 1, adopted 10/27/09; 2007 Code, app. 1, sec. 10; Ordinance 2016-02 adopted 1/26/16)

### **Section 11. Sanitary sewers**

The plan for sewage disposal must be shown; sanitary sewer facilities shall be provided to adequately service the subdivision and conform with the master sanitary sewer plan for the city and comply with the TCEQ rules and the city engineer or building official.

- (1) Pipe. All sewer pipe in sizes 30 inches and smaller shall be plastic sewer pipe. All sewer pipe in sizes 36 inches and larger shall be plastic pipe. Sewer pipes may be curved in accordance with minimum radius recommendations per pipe manufacturers recommendations.
- (2) Size. A minimum of eight-inch sewer pipe shall be specified, except that six-inch lines will be acceptable only on short lines less than 600 feet and serving a maximum of 25 lots.
- (3) Pipe joints. All sanitary sewer pipe joints shall be of the pre-molded type conforming to A.S.T.M. Designation C425.
- (4) Location. Wherever possible, sewers shall be located in street rights-of-way. Otherwise they shall be located in alleys or easements and shall be a minimum of four feet deep from top of pipe to finish grade.
- (5) Grades. Grades and appurtenances of sanitary sewers shall conform to the

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requirements of TCEQ rules and the city. The following are the minimum slopes which should be provided; however, slopes greater than these are desirable:

Sewer Size	Minimum Slope In Feet (Per 100 Feet)
6 inch	0.60
8 inch	0.40
10 inch	0.28

Sewer Size	Minimum Slope In Feet (Per 100 Feet)
12 inch	0.22
15 inch	0.15
18 inch	0.12
21 inch	0.10
24 inch	0.08
27 inch	0.067
30 inch	0.058
36 inch	0.046

- (6) Manholes. Manholes shall be provided at all changes in grades, sewer intersections, and at a maximum of 500 feet.
- (7) Infiltration. Prior to acceptance, sanitary sewers shall be subject to leakage tests. The outward or inward (exfiltration or infiltration) shall not exceed 300 gallons per inch of pipe diameter per mile per day for any section of the system. The use of a television camera or other visual methods for inspection prior to placing the sewer in service is recommended.
- (8) Lift stations. All lift stations shall be designed and constructed with two or more sewage pumps with total capacity of twice the design maximum flow. Detailed design data, plans and specifications of the pumps shall be submitted to the city engineer or building official prior to the purchase and installation of the pumps.
- (9) Force mains. All force mains shall be PVC or plastic pipe, Class 150, unless otherwise specified, with rubber gasket joint, and shall have a cement mortar lining of the "Enamaline" type or approved equal. At design average flow, a cleansing velocity of at least two feet per second shall be maintained. An automatic air relief valve shall be placed at high points in the force main to prevent air locking.
- (10) Septic tanks. Septic systems may be permitted to serve residences in the city until such time as the septic system fails and a sewage collection system is

## SUBDIVISION REGULATION

accessible to the residence or structure. Septic systems shall be installed according to TCEQ rules and specifications and shall be in compliance with such rules and specifications at all times.

- (11) Water service. Water services shall be in accordance with Blackland requirements.
- (12) Sewer service. Sanitary sewer service lines shall be a minimum of four inch, shall meet the same requirements for sanitary sewers described above, shall be constructed from the main to the lot property line using wyes and necessary bends, and shall have a minimum cover at the property line of four feet, and a maximum depth of six feet.

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**CITY OF MCLENDON-  
CHISHOLM 128 S. H. 205  
ROCKWALL, TEXAS 75032  
PRELIMINARY PLAT  
CHECKLIST**

Copies: 10 copies required plus Letter of Transmittal

Fees: \_\_\_\_\_

Filing: At least 10 but not more than 21 calendar days prior to P & Z Meeting

[Sufficient number of copies of Preliminary Plat, Letter of Transmittal, completed application form, and check in appropriate amount must be submitted at least 10 days prior to Planning and Zoning Commission meeting prior to placement on Planning and Zoning Commission agenda. If filed within 10 days, the application will be considered as having been filed on the 21st day preceding the next succeeding meeting of the Commission.]

1. \_\_\_\_\_ 10 legible prints furnished to City.
2. \_\_\_\_\_ Letter of Transmittal (10 copies) furnished with preliminary plat application stating:
  - a) \_\_\_\_\_ type of street surfacing \*N/A - shown on preliminary engineering plans
  - b) \_\_\_\_\_ drainage \*N/A - shown on preliminary engineering plans
  - c) \_\_\_\_\_ soil test report results
  - d) \_\_\_\_\_ sanitary facilities \*N/A - shown on preliminary engineering plans
  - e) \_\_\_\_\_ proposed water supply \*N/A - shown on preliminary engineering plans
  - f) \_\_\_\_\_ name and address of property owner/agent and engineer
3. \_\_\_\_\_ Drawn to scale, 1" - 200'
4. \_\_\_\_\_ Scale, date, and north point shown
5. \_\_\_\_\_ Legal description
6. \_\_\_\_\_ Existing Features inside subdivision
  - a) \_\_\_\_\_ existing boundaries lines of land to be subdivided
  - b) \_\_\_\_\_ bearings and distances shown
  - c) \_\_\_\_\_ location of existing watercourses, railroads and drainage/transportation features
  - d) \_\_\_\_\_ location and width of existing streets, alleys, easements, pipelines, watercourses, existing water and sewer mains
7. \_\_\_\_\_ Existing Features outside subdivision
  - a) \_\_\_\_\_ names and property lines of adjoining property owners
  - b) \_\_\_\_\_ names and locations of adjacent subdivisions, streets, easements, pipelines, watercourses, and existing water and sewer mains
8. \_\_\_\_\_ New Features inside subdivision
  - a) \_\_\_\_\_ Proposed name of subdivision

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- b) \_\_\_\_\_ location, right-of-way width and names of proposed streets
- c) \_\_\_\_\_ width and depth of all lots
- d) \_\_\_\_\_ location of building lines, alleys and easements
- e) \_\_\_\_\_ location and size of sites for schools, churches, parks and special land uses
- f) \_\_\_\_\_ location and size of areas to be dedicated to public or reserved for common use by owners in subdivision
- g) \_\_\_\_\_ approximate acreage of property to be subdivided
- h) \_\_\_\_\_ any proposed utility plant
- i) \_\_\_\_\_ proposed use of any land/areas not within boundaries of lots or rights-of-way
- 9. \_\_\_\_\_ Compliance with zoning regulations and/or proposed zoning (for subdivisions within City limits)
  - a) \_\_\_\_\_ proposed uses satisfy zoning use regulations
  - b) \_\_\_\_\_ all lots meet minimum lots size requirements
  - c) \_\_\_\_\_ all lots meet frontage, depth and width requirements
  - d) \_\_\_\_\_ building setback lines meet front, rear, and side-yard setbacks
  - e) \_\_\_\_\_ meets minimum dwelling size requirements
  - f) \_\_\_\_\_ meets lot coverage requirement
  - g) \_\_\_\_\_ meets off-street and covered parking requirements
- 10. \_\_\_\_\_ Proposed streets and alleys conform to comprehensive, traffic and thoroughfare plan
- 11. \_\_\_\_\_ Typical cross-sections of streets and location and width of sidewalks  
\_\_\_\_\_ \*N/A - shown on preliminary engineering plans
- 12. \_\_\_\_\_ Locations of floodplains shown
- 13. \_\_\_\_\_ Compliance with drainage requirements shown
- 14. \_\_\_\_\_ Approval block for Mayor and City Secretary

\*This list is reference material and does not supersede any city ordinance.

**CITY OF MCLENDON-  
CHISHOLM 128 S. H. 205  
ROCKWALL, TEXAS 75032  
FINAL PLAT CHECKLIST**

Copies: 10 legible prints and the original tracing of final plat required (24" × 36"); if more than one sheet is required, an index sheet of maximum size of 18" × 27" shall be filed showing entire subdivision.

Fees: \_\_\_\_\_

Filing: At least 10 but not more than 21 calendar days prior to P & Z Meeting

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[Sufficient number of copies of Final Plat, completed application form, and check in appropriate amount must be submitted at least 10 days prior to Planning and Zoning Commission meeting prior to placement on Planning and Zoning Commission agenda. If filed within 10 days, the application will be considered as having been filed on the 21st day preceding the next succeeding meeting of the Commission.]

1. \_\_\_\_\_ 10 legible prints and original tracing with index sheet furnished to City
2. \_\_\_\_\_ All items required on preliminary plat shown on final (final plat also to show compliance with all items required for preliminary plat, without change)
3. \_\_\_\_\_ Plat prepared by registered surveyor, bears surveyor's seal
4. \_\_\_\_\_ Drawn to scale, 1"=100'
5. \_\_\_\_\_ Date, scale, north point, subdivision title, and name, address and seal of engineer shown
6. \_\_\_\_\_ Legal description
7. \_\_\_\_\_ Monuments and control points shown with description and location of all permanent survey monuments and control points. Suitable primary control points shall be referred. Dimensions to be shown in feet and decimals of a foot.
8. \_\_\_\_\_ Key map showing relation of subdivision to well-known streets in all directions for at least one (1) mile
9. \_\_\_\_\_ Dedications and certificates: certificate of dedication for all parks, public facilities and easements to be shown to the public use forever, signed by all owners and acknowledged before notary public.
10. \_\_\_\_\_ Copy of subdivision covenants and deed restrictions showing creation of permanent homeowner's association
11. \_\_\_\_\_ Waiver of claim for damages against City occasioned by establishment of grades or alteration of surface of existing streets and alleys
12. \_\_\_\_\_ Existing Features inside subdivision
  - a) \_\_\_\_\_ existing boundaries lines of land drawn in heavy
  - b) \_\_\_\_\_ accurate bearings and distances shown
  - c) \_\_\_\_\_ location of existing watercourses, railroads and drainage/transportation features
  - d) \_\_\_\_\_ true bearings and distances to nearest established street lines, official monuments, or subdivision corners
  - e) \_\_\_\_\_ location and width of existing streets, alleys, easements, rights-of-way, buildings and structures to be maintained
  - f) \_\_\_\_\_ topographical information with contour lines at 5-foot intervals  
\*N/A - shown on preliminary plat
  - g) \_\_\_\_\_ accurate location of property/subdivision in reference to county deed records (volume and page of recorded instrument in county records)
13. \_\_\_\_\_ Existing Features outside subdivision (all lines outside of subdivision

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- \_\_\_\_\_ boundaries to be dashed)
- a) \_\_\_\_\_ names and property lines of adjoining subdivisions and property owners
- b) \_\_\_\_\_ references to plat or deeds of adjoining properties
- c) \_\_\_\_\_ names and locations of adjacent streets, alleys, easements, watercourses
- 14. \_\_\_\_\_ Lines and names of all proposed streets, alleys and easements
- 15. \_\_\_\_\_ Streets, alleys and easements comply with engineering and construction standards (Appendix 1, Subdivision Regulations)
- 16. \_\_\_\_\_ Streets and alleys show complete curve data (Delta, Length, Radius, Tangent, Point of Curve, Point of Reverse Curve, Point of Tangent) shown on the centerline on each side of street; length and bearings of all tangents; dimensions from all angle points and points of curve to an adjacent side lot line
- 17. \_\_\_\_\_ Streets to conform to major street plan (horizontal and vertical alignments and width, designed so as to discourage high-speed traffic)
  - a) \_\_\_\_\_ local street right-of-way width minimum 50'
  - b) \_\_\_\_\_ collector street right-of-way width minimum 60'
  - c) \_\_\_\_\_ minor arterial street right-of-way width minimum 80'
  - d) \_\_\_\_\_ major arterial street right-of-way width minimum 100'
  - e) \_\_\_\_\_ street alignments (without curves) not more than 5 degrees deflection
  - f) \_\_\_\_\_ street curves (major, reverse, and verticals) conform to City standards
  - g) \_\_\_\_\_ dead-ends, culs-de-sac comply with length, radius and turnaround requirements
  - h) \_\_\_\_\_ street intersections widths in compliance with established criteria
  - i) \_\_\_\_\_ street reserves (for future dedications, etc.) shown
  - j) \_\_\_\_\_ street names comply with established criteria
- 18. \_\_\_\_\_ Compliance with street plan in relation to adjoining street system shown and avoidance of street jogs shown.
- 19. \_\_\_\_\_ For large-lot subdivisions, consideration given to future street openings and access to future lots
- 20. \_\_\_\_\_ Location of all fire hydrants shown \*N/A - shown on engineering plans
- 21. \_\_\_\_\_ Lot sizes conform to minimum sizes established in zoning regulations. Proper shape, square footage, frontage, all setbacks, width and depth shown
- 22. \_\_\_\_\_ All lots have street or right-of-way access
- 23. \_\_\_\_\_ Lots are consecutively numbered within each block
- 24. \_\_\_\_\_ Building lines meet setbacks
- 25. \_\_\_\_\_ Alleys conform to established requirements, re: width, intersections, no dead-ends, and are shown where required

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- 26. \_\_\_\_\_ Easements show compliance with established criteria (size location, use, utilities underground, preservation of major trees shown)
- 27. \_\_\_\_\_ Watercourses and Easements: drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 50-year storm. Lots adjacent to a major watercourse must show minimum finish floor elevations of two feet above the calculated 100- year base flood elevation.
- 28. \_\_\_\_\_ Floodplains must be shown on plat and show that no structure or septic system is to be built below 50-year flood line
- 29. \_\_\_\_\_ Adequate provision for drainage of stormwater, rainfall runoff, and floodwater shown
- 30. \_\_\_\_\_ Drainage facilities conform to design specifications and standards and are located in rights-of-way or perpetual unobstructed easements
- 31. \_\_\_\_\_ Proper certificate of Mayor and City Secretary shown
- 32. \_\_\_\_\_ Maintenance bond furnished of at least one percent (1%) of total street and alley construction costs
- 33. \_\_\_\_\_ Approval block for Mayor and City Secretary

\*This document is reference material and does not supersede any city ordinance.

**EXHIBIT G**  
**SEWER STUDY**

**REPORT ON WASTEWATER IMPROVEMENTS FOR  
FUTURE DEVELOPMENT  
IN THE  
CITY OF MCLENDON-CHISHOLM  
FOR  
THE SLOAN TRACT,  
COMMERCIAL TRACTS ALONG S.H. 205,  
SCHOOL SITE AND  
RESIDENTIAL SUBDIVISION NEAR SCHOOL SITE**



A handwritten signature in black ink, appearing to read "Larry J. Freeman", written over a horizontal line.

**PREPARED BY LARRY J. FREEMAN, P.E. #29907**

**FREEMAN-MILLICAN, INC.**

**TEXAS REGISTERED ENGINEERING FIRM F-2827**

**January 14, 2025**

Mr. Stephen Davis, Executive Vice President of Land Solutions SV, LLC (the Developer) has completed construction of the improvements for the Sonoma Verde subdivision including a total of 1,095 residential lots located in McLendon Chisholm, Texas. The Developer asked Freeman-Millican, Inc. to analyze the existing wastewater facilities currently serving the Sonoma Verde Subdivision in order to determine the upgrades and/or additional facilities needed to provide wastewater service for the future developments discussed in this report.

### **Evaluation of Existing Lift Stations and Force Mains**

Freeman-Millican, Inc. reviewed documents that were available related to the existing lift station and force main currently serving the Sonoma Verde Subdivision.

Lift Station No. 1 is located near Via Toscana Lane and has a design capacity of 580 gpm. The location of the lift station is shown on Figure No. 1.

Lift Station No. 1 pumps into an existing 8" diameter force main which discharges into the North Texas Municipal Water District Metering facility near FM 550 and Rabbit Ridge Road and then into a gravity sewer located along FM 550 from the Metering facility to the Buffalo Creek Interceptor. The existing 8" force main is 27,000 feet in length and the gravity portion is both 12" and 15" sewers. The location of the 8" force main and gravity sewers is shown on Figure No. 2. The plans for the gravity sewers are in Appendix B.

Actual wastewater flow rates were measured for the Sonoma Verde subdivision and the data provided indicated the average flow rate per residential lot was 240 gallons per day and the peak flow rate was calculated as 3.1 times the average flow rate. Using the measured flow data, the existing Lift Station No. 1 and existing 8" force main, have a current capacity to serve 1,122 residential lots, which provides an additional capacity for 27 future lots.

An on-site visit to Lift Station No. 1 revealed that the facility is currently operating as designed. The operator stated that the pumps are running normally and the facility manages to meet the flows coming into the station. The on-site generator, according to the operator, is functioning as designed. Attached in Appendix C is the pump and lift station information for Lift Station No. 1.

### **Future Developments / Service Areas**

The Developer is planning to develop an additional ~314-acre tract of land (the Sloan Tract) as a residential subdivision adjacent to the Sonoma Verde subdivision. The location of the Sloan Tract is shown on Figure No. 1. According to information provided by the Developer, the Sloan tract will include 820 lots.

The City of McLendon-Chisholm has a commercially zoned area along FM 205 (shown on Figure No. 2) that will be developed in the future by others. The equivalent number of lots represented by this commercial area of approximately 25 acres was estimated using data based on TCEQ Requirements 30TAC Chapter 217 Subchapter B which shows that the flow rate from Offices and similar facilities is 20 gpd which is 20% of the residential flow rates. Using 3 lots per acre and multiplying the flow rate by 20%, shows an equivalent flow rate of 15 residential lots.

The City of McLendon-Chisholm has a School Site and another area along FM 550 near City Hall that is zoned for residential development. An equivalent number of forty (40) lots are set aside for the School Site and 360 lots are set aside for the residential development for a total of 400 additional lot equivalents.

Therefore, the following chart shows the total number of lots for each of the tracts in the service area that need to be provided with wastewater service.

Tract Description	Equivalent Number of Lots
Sonoma Verde	1,095
Sloan Tract	820
Commercial	15
School Site	65
Residential Area Near School Site	335
Total	2,330

### Future Flow Rates

As previously noted, actual wastewater flow rates were measured and the average flow rate per residential lot was 240 gallons per day and the peak flow rate was calculated as 3.1 times the average flow rate. The calculated flow rate values for each of the tracts in the service area are shown in the table below.

Tract	Number of Equivalent Lots	Average Flow Rate Gallons Per Minute	Peak Flow Rate Gallons Per Minute
Sonoma Verde	1,095	182.5	566
Sloan Tract	820	136.7	424
Commercial	15	2.5	8
School Site	65	10.8	34
Residential Area Near School Site	335	55.8	173
<b>Total</b>	<b>2,330</b>	<b>388.3</b>	<b>1,205</b>

The flows from existing Sonoma Verde Development (1,095 lots), the Sloan Tract (820 lots), and the Commercial Tract (15 lots) will flow to Lift Station No. 1 with a total flow of 998 gpm.

The flows from the 400 lot equivalents from the School Site and the residential area near the School Site will be served by a future lift station / force main (to be constructed by others) that will ultimately connect to the force main along FM 550 with a total flow of 207 gpm.

### Recommended Improvements

To provide service to the total 2,330 lots the following will be required:

- Install a new 8" parallel force main, in the ROW of FM 550, from the existing Lift Station to the existing NTMWD flow meter near the intersection of FM 550 and Rabbit Ridge. See the Pump Curve labeled "Sonoma Verde Existing Lift Station Parallel 8" FM" in Appendix D.
- Portions of the existing gravity sewer from the NTMWD Meter to Buffalo Creek Interceptor will need to be increased to meet the increased flows. Install 1,260 feet of parallel 12" gravity sewer in the ROW of FM 550 in locations where the existing 12" gravity sewer has inadequate capacity. Six (6) new manholes, an aerial crossing and boring under Rabbit Ridge Road will be required and will be located in the ROW of FM 550. The existing 15" gravity sewer just upstream has enough capacity for this additional flow.
- The future lift station and force main for the School Site and residential area near the School Site will need to be constructed by others at the time those tracts are developed. Evaluation of those facilities is beyond the scope of this report.

The total estimated costs for the required facilities are as follows:

8" Parallel Force Main	\$3,186,950
Parallel 12" Sewer and Manholes	\$ 325,000
<b>TOTAL</b>	<b>\$3,811,950</b>

The detailed cost estimates are provided in Appendix A. These cost estimates reflect the available information from contractors and equipment suppliers.

Gravity sewers and/or lift stations and force mains may also be needed in each Subdivision as they are developed. Design of these facilities is beyond the scope of this report.

**APPENDIX A**  
**COST ESTIMATES**

**Sonoma Verde 8" Force Main  
Engineer's Estimate of Probable Construction Cost**

7/30/2024

Item	Description	No. of Units	Units	Unit Cost	Total Cost
1	Mobilization	1	EA	25000	\$ 25,000.00
2	8" PVC Force Main by Open Cut	17000	LF	75.00	\$ 1,275,000.00
3	8" PVC Force Main by Bore with Encasement	100	LF	300.00	\$ 30,000.00
4	8" PVC Force Main by Bore without Encasement	100	LF	150.00	\$ 15,000.00
5	8" PVC Force Main by Open Cut	9600	LF	75.00	\$ 720,000.00
6	8" PVC Force Main by Bore with Encasement	100	LF	300.00	\$ 30,000.00
7	8" PVC Force Main by Bore without Encasement	100	LF	150.00	\$ 15,000.00
8	8" Valve	2	EA	7,500.00	\$ 15,000.00
9		0	EA	12,000.00	\$ -
10	Fittings	5000	LB	12.00	\$ 60,000.00
11	Pavement Relacement	70	SY	250.00	\$ 17,500.00
12	Temporary Electrical	1	EA	5,000.00	\$ 5,000.00
13	Temporary Gravel Road	1	EA	25,000.00	\$ 25,000.00
14	Odor Control Units	1	EA	25,000.00	\$ 25,000.00
15	Fence Repair	1	LS	30,000.00	\$ 30,000.00
16	Water Service Repair	10	EA	1,500.00	\$ 15,000.00
17	Sodding	12000	SY	5.00	\$ 60,000.00
18	Crush Stone for Trench Stability	100	CY	100.00	\$ 10,000.00
19	Trench Safety	27000	LF	2.00	\$ 54,000.00
20	SWPPP	1	LS	25,000.00	\$ 25,000.00
<b>Subtotal</b>					<b>\$2,451,500</b>
Project Contingency and Engineering (30%)					\$735,450
<b>Total Probable Construction Cost</b>					<b>\$3,186,950</b>

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

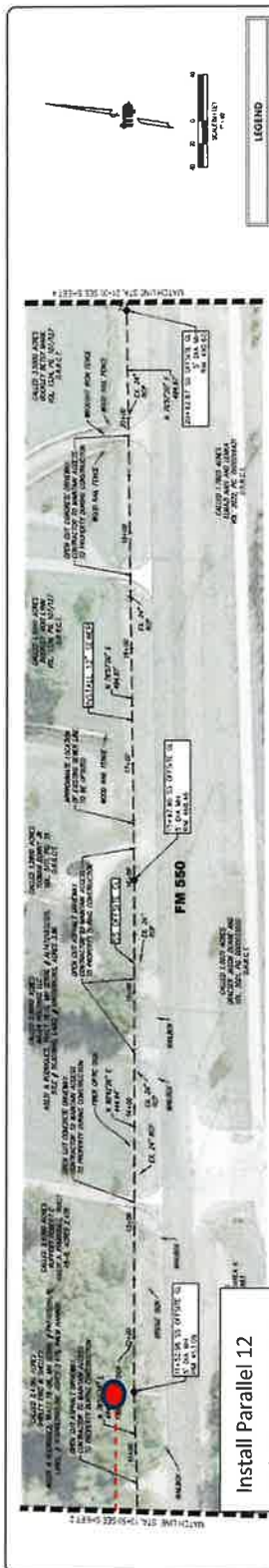
**Sonoma Verde Gravity Sewer on FM 550  
Engineer's Estimate of Probable Construction Cost**

9/16/2024

Item	Description	No. of Units	Units	Unit Cost	Total Cost
1	Mobilization	1	EA	10000	\$ 10,000.00
2	12" PVC Gravity Sewer by Open Cut	1260	LF	114.00	\$ 143,640.00
3	12" PVC Gravity Sewer by Bore with Encasement	40	LF	300.00	\$ 12,000.00
4	12" PVC Gravity Sewer by Bore without Encasement	40	LF	200.00	\$ 8,000.00
5	Manholes	6	EA	9,700.00	\$ 58,200.00
6	Fence Repair	1	LS	1,220.00	\$ 1,220.00
7	Connections to Existing Manholes	6	EA	4,800.00	\$ 28,800.00
8	Crush Stone for Trench Stability	20	CY	73.50	\$ 1,470.00
9	Trench Safety	1260	LF	2.25	\$ 2,835.00
10	SWPPP	1	LS	4,000.00	\$ 4,000.00
<b>Subtotal</b>					<b>\$ 270,165.00</b>
<b>Project Contingency and Engineering (20%)</b>					<b>54,833.00</b>
<b>Total Probable Cost</b>					<b>\$ 324,998.00</b>

**APPENDIX B**  
**GRAVITY SEWER IMPROVEMENTS**





**LEGEND**

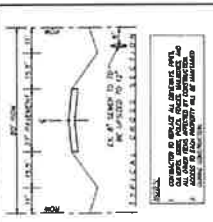
- DL. DOWNTOWN SIGNAL
- DL. OVERHEAD ELECTRIC
- DL. STOP LINE
- PROP. 12" GRAVITY SEWER

**CONTRACT**

CONTRACT NO. 123456789

DATE: 12/15/2023

PROJECT: SANITARY SEWER MAINS

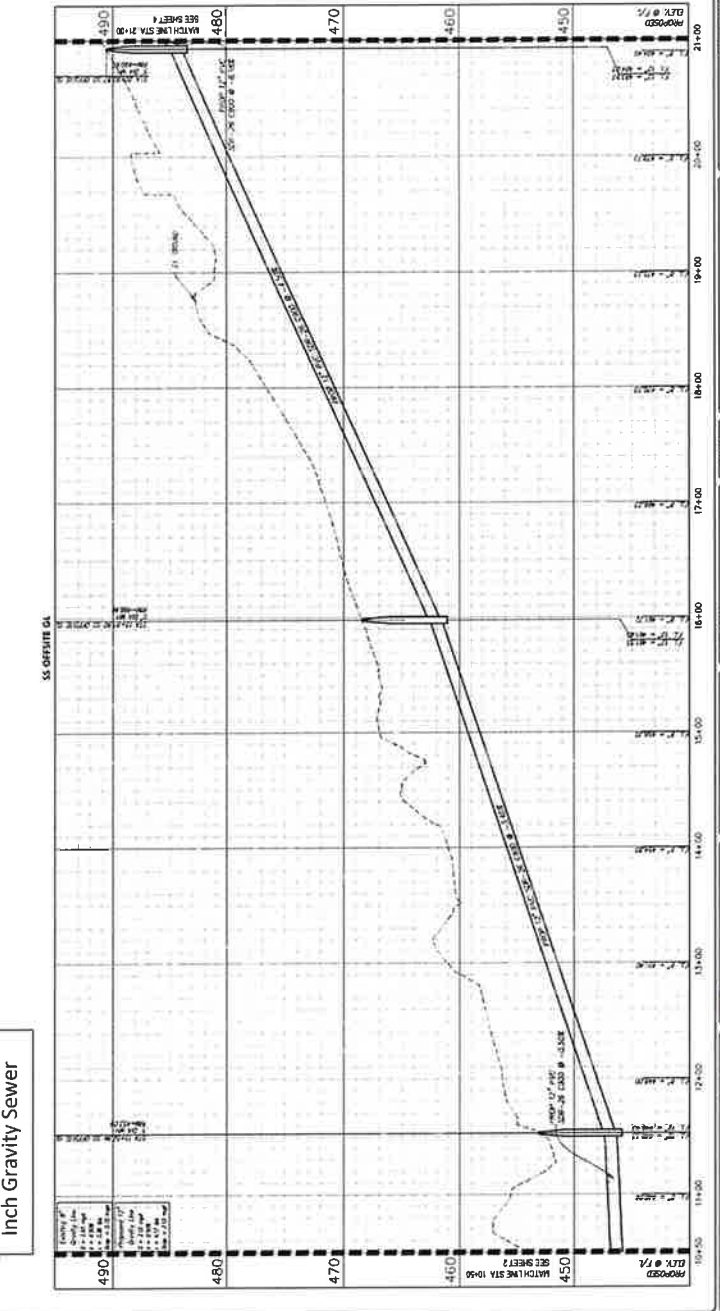
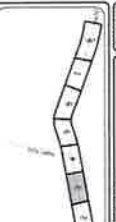


**NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF McLENNAN CHISHOLM SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.



City of McLenndan-Chisholm

Project: FM 550 SEWER

Sanitary Sewer Plan and Profile

Gravity Line Sheet 2 of 3

Sheet: 3

Scale: 1" = 40'

Date: 12/15/2023

Prepared by: [Name]

Checked by: [Name]

Approved by: [Name]

Professional Engineer: [Name]

Professional Seal: [Seal]

Logo for 'tnp' (The National Professional)

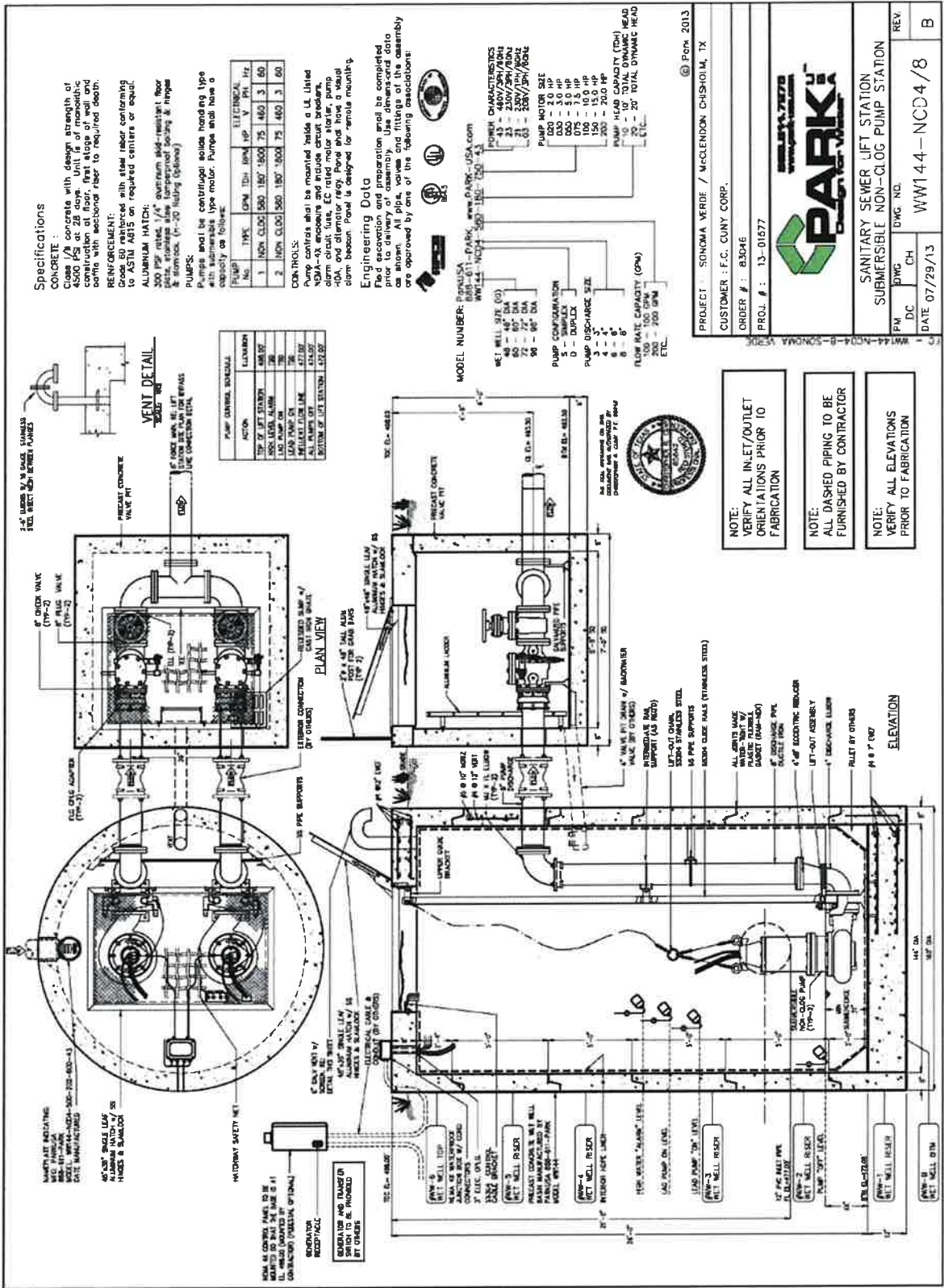
Logo for 'Ingeus' (Ingeus and Partners, Inc.)

Logo for 'Pete Head' (Pete Head)



**APPENDIX C**  
**EXISTING LIFT STATION NO. 1 INFORMATION**





**Specifications**

**CONCRETE:**  
 Class **PA** concrete with design strength of 4000 psi. All concrete shall be cast in place with construction at floor, first stage of wall and confining with rebar to required depth.

**REINFORCEMENT:**  
 Grade 60 rebar with steel rebar conforming to ASTM A615 on required centers or equal.

**ALUMINUM HATCH:**  
 300 gpm rated, 1/4" aluminum slip-resistant floor with 1/4" aluminum slip-resistant floor on top. (10-20 lifting options)

**PUMPS:**  
 Pumps shall be centrifugal solids handling type with tamperable type motor. Pumps shall have a capacity as follows:

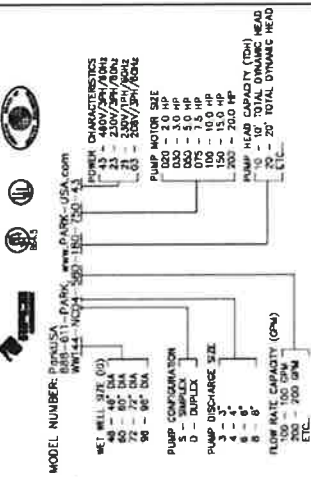
PUMP	TYPE	GPM	TDH	HP	V	PH	Hz	
1	NON-CLOG	500	180'	1500	75	460	3	60
2	NON-CLOG	360	180'	1000	75	460	3	60

**CONTROLS:**  
 Pump controls shall be mounted inside a UL listed NEMA-4X enclosure and include circuit breaker, alarm circuit, fuse, EC rated motor starter, pump stop, and alarm relay. Panel shall have a visual alarm beacon. Panel is designed for remote maintenance.

**Engineering Data**  
 Field excavation and preparation shall be completed prior to delivery of the assembly. All dimensions and fittings of the assembly are approved by one of the following associations:

**PUMP CONTROL SCHEDULE**

ACTION	CONDITION
STOP PUMP	OVERFLOW
STOP PUMP	OVERFLOW
STOP PUMP	OVERFLOW
STOP PUMP	OVERFLOW
STOP PUMP	OVERFLOW
STOP PUMP	OVERFLOW
STOP PUMP	OVERFLOW
STOP PUMP	OVERFLOW
STOP PUMP	OVERFLOW
STOP PUMP	OVERFLOW



**PROJECT:** SONOMA VERDE / MCLENDON, CHISHOLM, TX  
**CUSTOMER:** F.C. CUNY CORP.  
**ORDER #:** 83046  
**PROJ #:** 13-01577

**© Park 2013**

**REV**  
**DC** **DWG** **DWG NO.**  
**CH** **WW144-NCD4/8**  
**DATE** 07/29/13

**SANITARY SEWER LIFT STATION**  
**SUBMERSIBLE NON-CLOG PUMP STATION**



**NOTE:** VERIFY ALL INLET/OUTLET ORIENTATIONS PRIOR TO FABRICATION

**NOTE:** ALL DASHED PIPING TO BE FURNISHED BY CONTRACTOR

**NOTE:** VERIFY ALL ELEVATIONS PRIOR TO FABRICATION

**APPENDIX D**  
**PUMP CURVE FOR EXISTING LIFT STATION**

**Pump Data Sheet - Myers**

Company:  
Name: SONOMA VERDE  
Date: 8/8/2013



**Pump:**

Size: 4VL/4VLX  
Type: Non-clog  
Synch speed: 1800 rpm  
Curve:  
Specific Speeds:  
Dimensions:  
Speed: 1750 rpm  
Dia: 13 in  
Impeller:  
Ns: ---  
Nss: ---  
Suction: ---  
Discharge: 4 in

**Search Criteria:**

Flow: 580 US gpm  
Head: 180 ft  
Secondary Operating Point: 930 US gpm, 163 ft

**Fluid:**

Water  
Density: 62.37 lb/ft<sup>3</sup>  
Viscosity: 1.105 cP  
Temperature: 60 °F  
Vapor pressure: 0.2563 psi a  
Atm pressure: 14.7 psi a  
NPSHa: ---

**Pump Limits:**

Temperature: ---  
Pressure: ---  
Sphere size: 3 in  
Power: ---  
Eye area: ---

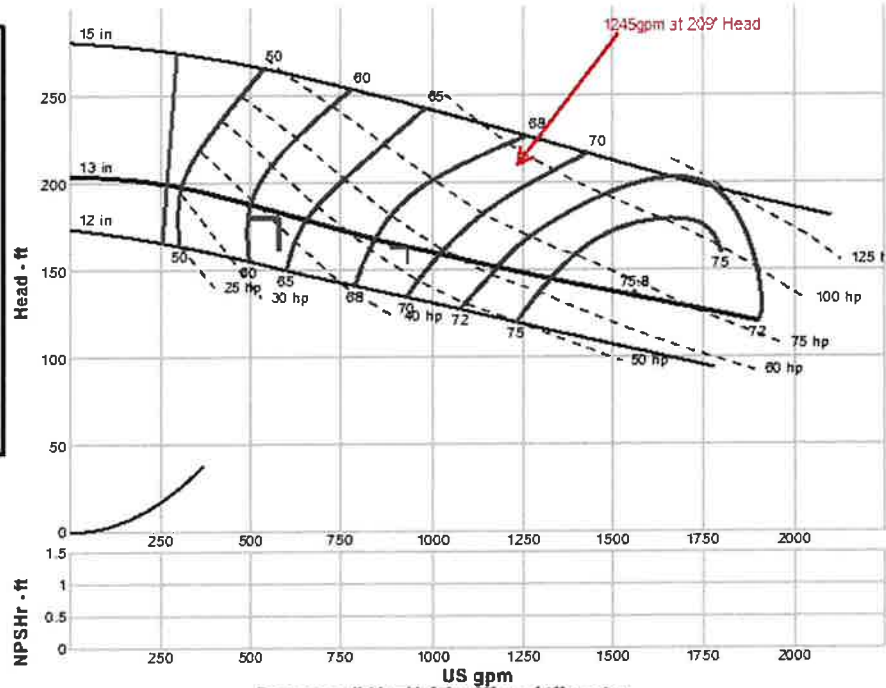
**Motor:**

Standard: NEMA  
Enclosure: TEFC  
Sizing criteria: sized by user  
Size: 75 hp  
Speed: 1800  
Frame: 365T

**Pump Selection Warnings:**

Selected motor does not meet sizing criteria

Data Point	
Flow:	580 US gpm
Head:	183 ft
Eff:	62.6%
Power:	42.8 hp
NPSHr:	---
Design Curve	
Shutoff head:	204 ft
Shutoff dP:	88.4 psi
Min flow:	266 US gpm
BEP:	75.8% @ 1565 US gpm
NOL power:	80.5 hp @ 1900 US gpm
Max Curve	
Max power:	139 hp @ 2101 US gpm



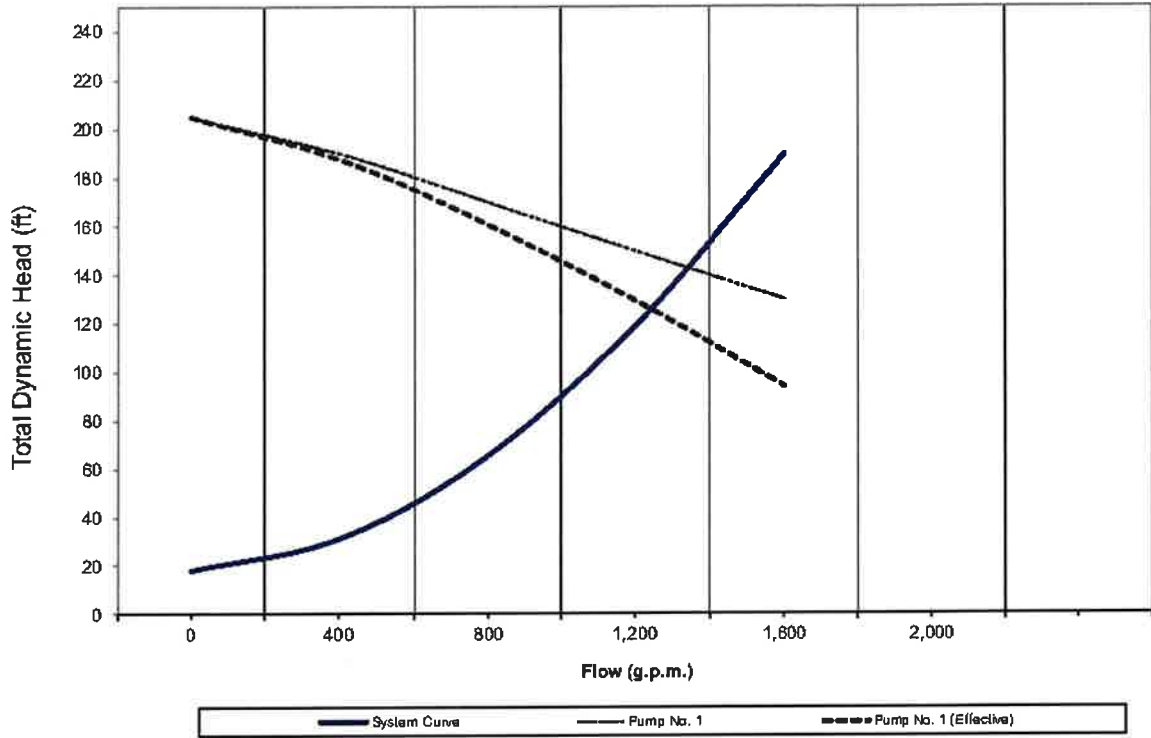
**Performance Evaluation:**

Flow	Speed	Head	Efficiency	Power	NPSHr
US gpm	rpm	ft	%	hp	ft
696	1750	177	65.6	47.2	---
580	1750	183	62.6	42.8	---
464	1750	190	58.1	38	---
348	1750	196	52.2	32.6	---
232	1750	---	---	---	---

Myers MAPS 6.6

Selected from catalog: Myers 60Hz Vers: Nov2009

**Sonoma Verde  
Existing Lift Station  
Parallel 8" FM with 13 inch Impeller**



## FIGURES

**FIGURE NO. 1  
EXISTING AND PROPOSED DEVELOPMENTS**



**Figure 2**  
**Location of Existing and Proposed Force Mains**



**EXHIBIT H**  
**EDWARDS ROAD IMPROVEMENTS**



# EXHIBIT I TRAIL PLAN



TRAILS • OPEN SPACE MASTER PLAN

**THE STATE OF TEXAS**

**COUNTY OF ROCKWALL**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Rockwall County, Texas.

**2025000003631 AGREEMENT**  
03/05/2025 01:22:19 PM Total Fees: \$401.00

Jennifer Fogg, County Clerk  
Rockwall County, TX





## City of McLendon-Chisholm Staff Report

**Date:** June 9, 2026

**Agenda Item:** Discuss and consider the adoption of a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for Zone A Improvement Area #1 and Zone B Improvement Area #1 of the Sonoma Verde North Public Improvement District, calling a public hearing on the levy of special assessments against property in Zone A Improvement Area #1 and Zone B Improvement Area #1 and approving all other matters related thereto

**Background:**

The Sonoma Verde North Public Improvement District (PID) was previously established by the City Council pursuant to Chapter 372 of the Texas Local Government Code to support infrastructure and public improvements associated with the Sonoma Verde North development.

The attached resolution approves the Preliminary Service and Assessment Plan (Preliminary SAP), including the proposed assessment rolls for Zone A Improvement Area #1 and Zone B Improvement Area #1. The Preliminary SAP identifies the authorized public improvements and estimated costs associated with the development, including roadway, drainage, water, wastewater, parks, landscaping, lighting, and related infrastructure improvements.

The estimated total costs of the authorized improvements are approximately:

- \$18,099,874 for Zone A Improvement Area #1; and
- \$8,459,550 for Zone B Improvement Area #1.

Approval of the resolution will also:

- Direct the proposed assessment rolls to be filed with the City Secretary and made available for public inspection;
- Call a public hearing on July 14, 2026 at 6:30 p.m. to consider the proposed assessments; and
- Authorize publication and mailing of the required public hearing notices to affected property owners in accordance with Chapter 372 of the Texas Local Government Code.

Following the public hearing, the City Council may consider adoption of an ordinance levying assessments on benefitted property within the identified improvement areas.

**Fiscal Impact:**

The proposed assessments will be paid by property owners within the PID and are not expected to have a direct financial impact on the City's General Fund.

**Options/Alternatives:**

1. City Council may approve the Resolution, as presented.
2. City Council may deny the Resolution.

**Recommendation:**

Staff recommends approval of the Resolution, as presented.

**Attachments:**

- Resolution

**Presenter:** Fabrice Kabona, City Manager

**RESOLUTION NO. 2026 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, APPROVING THE SONOMA VERDE NORTH PUBLIC IMPROVEMENT DISTRICT PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED ASSESSMENT ROLLS; DIRECTING THE FILING OF SAID PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY; CALLING A PUBLIC HEARING TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN ZONE A IMPROVEMENT AREA #1 AND ZONE B IMPROVEMENT AREA #1 OF SAID DISTRICT; DIRECTING THE CITY SECRETARY TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO**

**WHEREAS**, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act"), authorizes the City Council (the "Council") of the City of McLendon-Chisholm, Texas (the "City"), to create public improvement districts within the corporate limits of the City and in the extraterritorial jurisdiction of the City; and

**WHEREAS**, the Council has previously created the Sonoma Verde North Public Improvement District (the "District"); and

**WHEREAS**, the Council and City staff have been presented with the "Sonoma Verde North Public Improvement District Preliminary Service and Assessment Plan" (the "Preliminary SAP"), which includes the proposed assessment rolls (the "Proposed Assessment Rolls") for Zone A Improvement Area #1 and Zone B Improvement Area #1 attached thereto, a copy of which is attached hereto as **Exhibit A** and incorporated herein for all purposes; and

**WHEREAS**, the Act requires (i) that the Proposed Assessment Rolls be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; (ii) that a public hearing (the "Assessment Hearing") be held to consider the proposed assessments; (iii) that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in the extraterritorial jurisdiction of the City in which the District is located before the 10<sup>th</sup> day before the date of the Assessment Hearing; and (iv) the Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

**WHEREAS**, the Council finds it to be in the public interest to (i) accept the Preliminary SAP and the Proposed Assessment Rolls; (ii) establish a date and time for the Assessment Hearing; and (iii) take such further action as required by the Act; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

**SECTION 1.** The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2.** The Preliminary SAP, including the Proposed Assessment Rolls, is hereby accepted, and the Proposed Assessment Rolls shall be filed with the City Secretary and the same shall be available for public inspection.

**SECTION 3.** A public hearing (the Assessment Hearing as defined above) shall be conducted during the regular meeting of the Council to be held on July 14, 2026 at 6:30 p.m., during which the Council shall, among other actions, hear and pass on any objections to the proposed assessments. Upon the adjournment of the Assessment Hearing, the Council may consider an ordinance approving the levy of assessments on certain benefitted property within Zone A Improvement Area #1 and Zone B Improvement Area #1.

**SECTION 4.** The City Secretary is hereby authorized and directed to (i) publish notice of the Assessment Hearing, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes (the "Notice"), in a newspaper of general circulation in the City and in the extraterritorial jurisdiction of the City in which the District is located, as required by Section 372.016(b) of the Act, and (ii) mail the Notice to owners of property liable for the assessments as set forth in the Proposed Assessment Rolls, as required by Section 372.016(c) of the Act.

**SECTION 5.** This Resolution shall become effective from and after its date of passage in accordance with law.

-----

**PASSED AND APPROVED** on June 9, 2026.

---

Jerry Brewer, Mayor  
City of McLendon-Chisholm, Texas

ATTEST:

---

Angela Jennings, City Secretary  
City of McLendon-Chisholm, Texas

(City Seal)

*Resolution Approving PSAP and Calling Assessment Hearing*

**Exhibit A**

**SONOMA VERDE NORTH PUBLIC IMPROVEMENT DISTRICT  
PRELIMINARY SERVICE AND ASSESSMENT PLAN**

## **Exhibit B**

### **CITY OF MCLENDON-CHISHOLM, TEXAS NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of McLendon-Chisholm, Texas (the "City") at 6:30 p.m. on July 14, 2026, at the City Hall Building, 1371 West FM 550, McLendon-Chisholm, Texas 75032. The public hearing will be held to consider proposed assessments to be levied against certain assessable property within Zone A Improvement Area #1 and Zone B Improvement Area #1 of the Sonoma Verde North Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements include the design, acquisition, construction and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property (defined below), in phases, which include (collectively, the "Authorized Improvements") (1) design, construction and other allowed costs related to street and roadway improvements, including related earthwork, sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction, acquisition and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) rights-of-way acquisition costs; (8) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (7) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (9) payment of expenses incurred in the establishment, administration and operation of the District; and (10) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property in the District that benefit from such Authorized Improvements (the "Property"). The Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property. The estimated total costs of the Authorized Improvements benefitting Zone A Improvement Area #1 is \$18,099,874. The estimated total costs of Authorized Improvements benefitting Zone B Improvement Area #1 is \$8,459,550.

The boundaries of the District include approximately 314.73 acres of land generally located northwest of the intersection of Edwards Road and League Road, southeast of the intersection of Edwards Road and FM 550, and northeast of Via Toscana Ln and Hwy 205, and as more particularly described by a metes and bounds description available for public inspection at the City Secretary's office in the City Hall Building located at 1371 West FM 550, McLendon-Chisholm, Texas 75032.

All written or oral objections on the proposed assessments within Zone A Improvement Area #1 and Zone B Improvement Area #1 will be considered at the public hearing.

Copies of the Proposed Assessment Rolls relating to the Authorized Improvements to be undertaken at this time, which includes the assessments to be levied against certain assessable parcels in Zone A Improvement Area #1 and Zone B Improvement Area #1, are available for public inspection at the City Secretary's office in the City Hall Building located at 4000 Main Street, McLendon-Chisholm, Texas 75088.

**CITY OF MCLENDON-CHISHOLM, TEXAS  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of McLendon-Chisholm, Texas (the "City") at 6:30 p.m. on July 14, 2026, at the City Hall Building, 1371 West FM 550, McLendon-Chisholm, Texas 75032. The public hearing will be held to consider proposed assessments to be levied against certain assessable property within Zone A Improvement Area #1 and Zone B Improvement Area #1 of the Sonoma Verde North Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements include the design, acquisition, construction and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property (defined below), in phases, which include (collectively, the "Authorized Improvements") (1) design, construction and other allowed costs related to street and roadway improvements, including related earthwork, sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction, acquisition and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) rights-of-way acquisition costs; (8) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (7) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (9) payment of expenses incurred in the establishment, administration and operation of the District; and (10) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property in the District that benefit from such Authorized Improvements (the "Property"). The Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property. The estimated total costs of the Authorized Improvements benefitting Zone A Improvement Area #1 is \$18,099,874. The estimated total costs of Authorized Improvements benefitting Zone B Improvement Area #1 is \$8,459,550.

The boundaries of the District include approximately 314.73 acres of land generally located northwest of the intersection of Edwards Road and League Road, southeast of the intersection of Edwards Road and FM 550, and northeast of Via Toscana Ln and Hwy 205, and as more particularly described by a metes and bounds description available for public inspection at the City Secretary's office in the City Hall Building located at 1371 West FM 550, McLendon-Chisholm, Texas 75032.

All written or oral objections on the proposed assessments within Zone A Improvement Area #1 and Zone B Improvement Area #1 will be considered at the public hearing.

Copies of the Proposed Assessment Rolls relating to the Authorized Improvements to be undertaken at this time, which includes the assessments to be levied against certain assessable parcels in Zone A Improvement Area #1 and Zone B Improvement Area #1, are available for public inspection at the City Secretary's office in the City Hall Building located at 4000 Main Street, McLendon-Chisholm, Texas 75088.

**CERTIFICATE OF CITY SECRETARY  
MAILING OF NOTICE OF ASSESSMENT HEARING**

THE STATE OF TEXAS                    §  
  §  
COUNTY OF ROCKWALL               §

I, Angela Jennings, City Secretary of the City of McLendon-Chisholm, Texas (the "City"), do hereby certify that the following attached document is a true and correct copy from the official files of the City:

1. City of McLendon-Chisholm, Texas, Notice of Public Hearing relating to the levy of assessments in the Sonoma Verde North Public Improvement District, which notice was mailed to all owners of property liable for assessment more than ten (10) days before the public hearing was held.

—

---

Angela Jennings, City Secretary  
City of McLendon-Chisholm, Texas

(City Seal)

**CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS  
ROCKWALL COUNTY  
CITY OF MCLENDON-CHISHOLM

We, the undersigned officers of the City of McLendon-Chisholm, Texas (the "City"), hereby certify as follows:

1. The City Council (the "Council") of the City convened in a regular meeting on June 9, 2026, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

- |                                 |                                |
|---------------------------------|--------------------------------|
| Jerry Brewer, Mayor             | Arik Towry, Council Member     |
| John Powers, Mayor Pro Tem      | Mike Hermansen, Council Member |
| Donald Goodwin, Council Member  | Rich Dean, Council Member      |
| Dennis London, Council Member   |                                |
| Angela Jennings, City Secretary |                                |

and all of said persons were present except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, APPROVING THE SONOMA VERDE NORTH PUBLIC IMPROVEMENT DISTRICT PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED ASSESSMENT ROLLS; DIRECTING THE FILING OF SAID PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY; CALLING A PUBLIC HEARING TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN ZONE A IMPROVEMENT AREA #1 AND ZONE B IMPROVEMENT AREA #1 OF SAID DISTRICT; DIRECTING THE CITY SECRETARY TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO**

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried, with all members of the Council shown present above voting "Aye," except as noted below:

NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

2. A true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Council's minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Council has approved and hereby approves the Resolution; and the Mayor and City Secretary hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON JUNE 9, 2026.

---

City Secretary  
City of McLendon-Chisholm, Texas

---

Mayor  
City of McLendon-Chisholm, Texas

(City Seal)

**AFFIDAVIT OF PUBLICATION**

THE STATE OF TEXAS §

COUNTY OF ROCKWALL §

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath deposed and said:

1. That this affiant is a duly authorized officer or employee of \_\_\_\_\_, which is a newspaper of general circulation in the City of McLendon-Chisholm, Texas (the "City") and in the extraterritorial jurisdiction of the City in which the public improvement district is located.

2. That said newspaper is a newspaper as defined by Section 2051.044, Texas Government Code, as amended, and as such:

- (1) devotes not less than 25 percent of its total column lineage to general interest items;
- (2) is published at least once a week;
- (3) is entered as second-class postal matter in the county where published; and
- (4) has been published regularly and continuously for at least 12 months prior to publishing the notice referenced below.

3. That attached hereto is a true, full and correct copy of the notice relating to the public hearing regarding the levy of assessments on property located within the public improvement district named therein which was published in said newspaper on June \_\_, 2026.

\_\_\_\_\_  
Authorized Officer or Employee of  
\_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, this the \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, State of Texas

[NOTARY SEAL]