AGENDA
CITY COUNCIL MEETING
AUGUST 25, 2026
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032 6:30 PM

1. CALL TO ORDER
2. INVOCATION AND PLEDGE
3. RULES OF DECORUM
4. PROCLAMATIONS
5. PUBLIC HEARING

   5.1. Public hearing to receive comments on a request for a specific use permit (SUP) for a backlit monument sign to be lit 24 hours a day on the subject property, as defined n the City's Code of Ordinances. Subject property is approximately 1.37 acres situated in the King Latham Survey, City of McLendon-Chisholm, and is generally located at 137 S State Highway 205. Rockwall CAD Property ID 11384

   5.2. Public hearing to receive comments on a request to rezone a recently annexed property to a Planned Development (PD), to be known as “Sonoma Verde North Public Improvement District” with specific development standards and permitted uses. No base zoning district regulations apply to the Planned Development and will be subject to the Sonoma Verde North Development Agreement, as amended and modified herein, in accordance with the City’s Code of Ordinances. The subject property is a 208.787-acre tract situated in the Franklin Bauguss, Abstract No. 7, City of McLendon-Chisholm, Rockwall County, Texas, and is generally located at the north-east corner of Edwards Road and south-east of FM 550(Rockwall Property ID: 10076 and 339457

6. CITIZEN COMMENTS
7. CONSENT AGENDA

   7.1. Consider approving the minutes from the Aug. 11, 2026 City Council meeting.

   7.2. Discuss and consider approval of the First Amendment to the Amended Ambulance Services Contract between the Rockwall County Emergency Services Corporation (ESC) and Medic Rescue, Inc. (Rockwall County EMS).

8. ITEMS FOR DISCUSSION

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

8.1. Receive a presentation from STAR Transit regarding public transportation services and programs available to McLendon-Chisholm residents

8.2. Discuss and consider approval of an ordinance annexing approximately 208.787 acres of land, generally located northeast of Edwards Road and southeast of FM 550, into the corporate limits of the City of McLendon-Chisholm; approving the Service Plan Agreement; extending the City's corporate boundaries to include the property; and providing for related matters

8.3. Discuss and consider approval of a request to rezone approximately 208.787 acres of land from Agricultural (AG) to a Planned Development (PD) district for the proposed Sonoma Verde North Public Improvement District. The property is generally located northeast of Edwards Road, southeast of FM 550, and within the recently proposed annexation area known as Sonoma Verde North

8.4. Discuss and consider a specific use permit (SUP) request for a backlit monument sign to be lit 24 hours a day and an additional building-mounted sign on approximately 1.37 acres situated at 137 S State Highway 205, in the King Latham Survey, City of McLendon-Chisholm, Texas

8.5. Discuss and consider a resolution adopting the City of McLendon-Chisholm FY 2026-2027 Strategic Plan

8.6. Discuss and consider the proposed FY 2026/2027 tax rate of $0.121555 per $100 assessed valuation and take a record vote to consider a tax rate to increase total tax revenues from properties on the tax roll in the previous year and set public hearing dates regarding the proposed tax rate.

9. EXECUTIVE SESSION

9.1. 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

9.2. The City Council for the City of McLendonThe 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:-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: previously approved Planned development agreement pertaining to Tractor Supply Company.

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

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

11. 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., Aug.18, 2026 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.

City of McLendon-Chisholm

Staff Report

Meeting Date: August 25, 2026

Agenda Item: Hold a public hearing to consider a specific use permit (SUP) request for a backlit monument sign to be lit 24 hours a day and an additional building-mounted sign on approximately 1.37 acres situated at 137 S State Highway 205, in the King Latham Survey, City of McLendon-Chisholm, Texas.

Item Summary:

Purpose: The applicant is requesting specific use permit to permit a backlit monument sign and additional building-mounted sign.

Key Modifications:

- Monument Sign Lighting:

Section 5.2.8(1)(g)(i)(3) of the Highway 205 Overlay reads: “Monument sign lighting shall be set to turn off by no later than 11:00 p.m. Sunday – Thursday and midnight Friday – Saturday. Sign lighting shall be on a timer and shall be consistent with the normal hours of operation of the associated business. The intent of this provision is to limit the amount of light pollution during non-business hours. Select businesses (i.e. emergency care, fuel sales, etc.) may request an exemption from this standard.”

The request is to permit the 7 Eleven monument sign at the front of the property to be backlit 24 hours a day for increased visibility for customers.

- Additional Building-Mounted Sign:

Section 3.05.020(c)(4)(I) of the Code of Ordinances reads: “Secondary elevations shall not include building-mounted signage unless expressly permitted elsewhere in this Code.”

As shown on the elevations, the 7 Eleven is proposing building-mounted signs on three elevations. The primary sign will be facing onto Highway 205. The other two signs are proposed to be on the side of the building facing FM 550 and the rear of

the building facing the lot behind (A3 noted on the elevations). The additional sign on the rear of the building is prompting the exception request.

Subject Property: The property is generally located at 137 S State Highway 205.

Current Zoning: The subject property is zoned General Business (GB) and is under the Highway 205 Overlay.

Adjacent Property Zoning:

North: Single-Family Residential (SF 2.5)

East: General Business (GB)

South: General Business (GB)

West: General Business (GB)

Comprehensive Plan Designation: The Future Land Use Plan of the Comprehensive Plan identifies the area including the subject property as SH-205 Corridor.

Staff Recommendation:

At P&Z and City Council's sole discretion.

Options/Alternatives:

1. City Council may approve the Specific Use permit request, as presented.
2. City Council may deny the Specific Use permit request.

Attachments

- Exhibit A – Subject Property (Rockwall CAD)
- Exhibit B – Zoning Map
- Exhibit C – Request Letter
- Exhibit D – Site Plan & Elevations
- Exhibit E – Example Photos

Presenter: Lexie Schrader, Planning Consultant

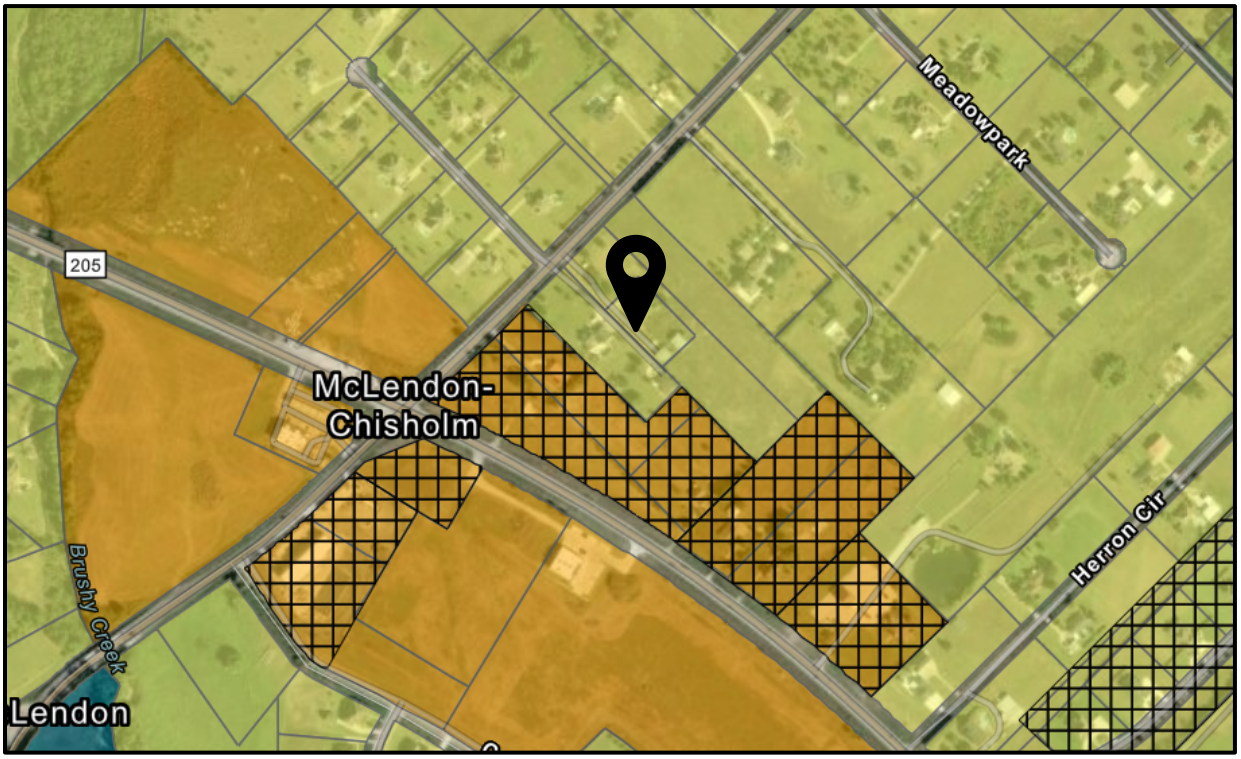
Exhibit A – Subject Property (Rockwall CAD)



Exhibit B – Zoning Map



Exhibit C – Comprehensive Plan Future Land Use Plan



City of McLendon-Chisholm

Staff Report

Date: August 25, 2026

Agenda Item: Hold a public hearing on a request to rezone approximately 208.787 acres of land from Agricultural (AG) to a Planned Development (PD) district for the proposed Sonoma Verde North Public Improvement District. The property is generally located northeast of Edwards Road, southeast of FM 550, and within the recently proposed annexation area known as Sonoma Verde North.

Background:

On February 11, 2025, Pulte Homes of Texas, L.P. and DRP TX 6, LLC submitted a petition requesting the voluntary annexation of approximately 208.787 acres located within the City's extraterritorial jurisdiction (ETJ) for the proposed Sonoma Verde North development.

At the July 14, 2026, meeting, City Council approved a resolution accepting the annexation petition and scheduled the public hearing on the proposed annexation for July 28, 2026.The applicant is now requesting Planned Development (PD) zoning for the property to establish development standards that will govern the Sonoma Verde North development upon annexation.

The proposed Planned Development permits single-family residential uses with minimum lot sizes of 5,500, 7,200, and 7,800 square feet, together with parks, open space, trails, amenity areas, and supporting public infrastructure. The submitted concept plan and development standards are intended to implement the approved Sonoma Verde North Development Agreement.

Public Information:

Notice of the public hearing was published in accordance with the Texas Local Government Code and the City's Code of Ordinances. Written notice was mailed to all property owners within 200 feet of the subject property, and the required public hearing notice was posted on the City's website.

Options/Alternatives:

1. Recommend approval of the requested Planned Development zoning district to the City Council.
2. Recommend approval of the Planned Development zoning request with modifications.

3. Recommend denial of the requested zoning change.

Recommendation:

The Planning and Zoning Commission recommended approval of the requested Planned Development zoning district at its August 18, 2026, meeting. Staff also recommends approval.

Attachments:

- Exhibit A-1 – Annexation Boundary Description (Phase 4A/4B)
- Exhibit A-2 – Annexation Boundary Description (Phase 1A/1B)
- Exhibit B – Planned Development Standards
- Exhibit C – Overall Concept Plan
- Exhibit D – Trail Plan
- Exhibit E – Open Space Plan
- Exhibit F – Proposed Street Paving Sections
- Exhibit G – Adjacent Property Owner List

Presenter: Fabrice Kabona, City Manager

City of McLendon-Chisholm

Staff Report

Date: August 25, 2026

Agenda Item: Discuss and consider approval of the First Amendment to the Amended Ambulance Services Contract between the Rockwall County Emergency Services Corporation (ESC) and Medic Rescue, Inc. (Rockwall County EMS).

Background:

In 2017, the Rockwall County Emergency Services Corporation (ESC), which includes Rockwall County and participating municipalities, entered into a contract with Medic Rescue, Inc., doing business as Rockwall County EMS, to provide exclusive ambulance services throughout the ESC service area. The original agreement was amended and renewed in December 2022, with an effective date of April 1, 2023.

The contract establishes system-wide ambulance service standards, including response time requirements, service coverage areas, reporting requirements, and operational standards for emergency medical services across participating jurisdictions in Rockwall County.

The proposed amendment includes the following primary revisions:

- Removal of Royse City as a participating member jurisdiction in the ESC ambulance service area.
- Updates to the definition of the service area to reflect the remaining participating entities.
- Administrative and contract language updates to ensure continued service delivery for the remaining jurisdictions within Rockwall County.
- Confirmation of the continued provision of ambulance services by Medic Rescue, Inc. under the ESC system for the remaining participating members.

The amendment ensures uninterrupted EMS coverage and maintains system continuity for participating jurisdictions including Rockwall County, Rockwall, Heath, Fate, McLendon-Chisholm, and Mobile City.

The EMS board adopted this amendment at its July 29th board meeting.

Fiscal Impact:

There is no direct fiscal impact to the City associated with this amendment. The ESC ambulance system operates as a zero-subsidy model funded through service billing rather than municipal general fund contributions.

Options/Alternatives:

1. City Council may approve this item, as presented.
2. City Council may deny this item.

Recommendation:

Staff recommends approval of the First Amendment to the Amended Ambulance Services Contract.

Attachments:

- First Amendment to the Amended Ambulance Service Contract (Redlined version).

Presenter: Fabrice Kabona, City Manager

AMENDED AMBULANCE CONTRACT

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1st AMENDMENT TO
AMENDEND AMBULANCE SERVICES CONTRACT

THE STATE OF TEXAS §
COUNTY OF ROCKWALL §

KNOW ALL MEN BY THESE PRESENTS:

An initial version of THIS CONTRACT was entered into as of the 25th day of July, 2017 between the **Rockwall County Emergency Services Corporation (the "ESC"),** a local government corporation of the State of Texas, consisting of the Cities of Rockwall, Heath, Fate, Royse City, McClendon-Chisholm, Mobile City, Rowlett and Rockwall County, hereafter referred to as "ESC," acting by and through its Board of Directors or its designee, and **Medic Rescue, Inc., doing business as "Rockwall County EMS"** hereafter referred to as "CONTRACTOR," for the provision of ambulance services for participating member entities of the ESC and Rockwall County, Texas. The original 2017 CONTRACT expired at midnight on September 30, 2022. The CONTRACTOR subsequently requested, and the ESC granted, five (5) one-year contract extensions. The original 2017 CONTRACT was amended and signed on December 15, 2022, and the new "effective date" of the revised/updated CONTRACT was agreed by the parties to be April 1, 2023. The City of Royse City subsequently took action during the CONTRACT term to end its participation in the previous version of this CONTRACT, and this "1st AMENDMENT TO THE AMENDED AMBULANCE SERVICES CONTRACT" is adopted to address Royse City's withdrawal and other matters, including term expiration date and withdrawal terms, without causing a delay in performance of the CONTRACT terms. Said amended Contract shall henceforth read as follows.

WHEREAS, ESC is willing to enter into an exclusive ambulance services contract with CONTRACTOR which meets or exceeds the requirements of the ESC Request for Ambulance Proposals, as amended, issued on February 1, 2017, and which meets or exceeds all legal requirements including but not limited to the Local Ordinances of the member jurisdictions of the ESC, provisions of the Texas Health and Safety Code and other relevant Federal, State and local laws, regulations and rules, and

WHEREAS, This Contract is for emergency and non-emergency/911 response, and also applies to any ambulance activity that is generated for non-emergency services, or interfacility transfers (IFT) within participating member jurisdictions of the ESC for the term of the CONTRACT.

WHEREAS, CONTRACTOR is a highly qualified provider of ambulance services and has the capability to meet or exceed ESC specifications, standards and requirements, and

WHEREAS, the regulation of ambulances established through the authority of the ESC and its bylaws, as amended, this contract and other relevant law has been made in the exercise of the sound discretion of the ESC Board, and

WHEREAS, the ESC Board finds that such regulations and this contract are necessary for the purpose of promoting the health, safety and general welfare of the community, and

WHEREAS, such regulations and this contract are necessary to protect health, life and property, and they apply to all ambulances operating in the streets and public thoroughfares and are made to minimize the hazards and dangers inherent in the operations of ambulances under emergency and other conditions and that public necessity requires that such regulations and contract be adopted to preserve and enforce the health, safety and welfare, and the good order and security of the ESC, its participating member jurisdictions and its inhabitants within the jurisdictions that it serves and represents, and

WHEREAS, such regulations and this contract are necessary in order to establish a regulated ambulance services system that can provide state-of-the-art clinical, quality care, with reasonable, reliable response time standards, and

WHEREAS, such regulations and this contract are necessary in order to provide more effective system performance through the provision of services by a competitively selected ambulance provider, and

WHEREAS, ESC wishes to establish a sole-provider ambulance system, because it is unreasonable to have unnecessarily high rates or public subsidy to make needed improvements to ambulance service in the ESC and its service area, when a more efficiently designed system can achieve the same results at lower cost to citizens, and

WHEREAS, The ESC seeks to continue to provide a zero subsidy Ambulance System.

WHEREAS, this ambulance system is the most efficient design to achieve the goals of high quality service at the lowest cost to citizens.

NOW, THEREFORE, CONTRACTOR AND THE COUNTY OF ROCKWALL ESC HEREBY CONTRACT AS FOLLOWS:

1. Term

A. Grant of Authority and Term. Pursuant to the ESC Articles of Incorporation, bylaws and ordinances of its members, which govern Ambulance Service in the Service Area hereinafter referred to as "Ambulance Regulations" and in order to provide for the health, safety and welfare of its members and visitors, the ESC hereby grants CONTRACTOR, as its sole provider, the exclusive and sole right to provide all ambulance services within the ESC specified Service Area (the "Service Area") (See Exhibit A.). CONTRACTOR shall provide ESC with ambulance services outlined in this updated contract for the period commencing on July 29, 2026, and terminating at midnight on September 30, 2031 ("Term"). This Amended Contract may be extended thereafter by a mutually agreed upon period of time and through approval of the ESC Board (by majority vote) provided that CONTRACTOR meets or exceeds the requirements and complies with the procedures set out in this Contract. This Contract may be terminated in accordance with the provisions set forth below, subject to the terms of the following paragraph B.

B. System Perpetuity and Member Withdrawal. It is the intent of the participating member entities consisting of the Cities of Rockwall, Heath, Fate, McClendon-Chisholm, Mobile City, and Rockwall County ("Participating Member Entities") that the ESC ambulance system created by the original CONTRACT and subsequent amendments ("ESC Ambulance System") continue to exist perpetually, to the extent allowed by state law. Because unscheduled withdrawal from this CONTRACT may create financial burdens on the ESC, the ESC Ambulance System, and the remaining Participating Member Entities, a Participating Jurisdiction may not take any action to withdraw from this CONTRACT until the end of the current Term, except that a Participating Member Entity may withdraw:
    a. Upon the termination of this CONTRACT (including any extensions thereof); or
    b. After written notice of withdrawal is given in writing to the ESC and each Participating Member Entity not less than eighteen (18) months before the proposed effective date; or
    c. After compliance with the requirements outlined in Section 10, "Major Breach," below.

2. Definitions

Advanced Life Support (ALS) is defined under Texas Law as services that may be provided by a Paramedic or higher licensed person.

Advanced Life Support 2 (ALS-2) is a reimbursement category in which 3 or more advanced procedures are applied.

ANI/ALI means "automatic number identification" and "automatic location information" as used in 911 systems.

AVL means Automated Vehicle Location System. CONTRACTOR shall have AVL on all vehicles utilized in performance of this contract.

Basic Life Support (BLS) is defined under Texas Law as services that may be performed by persons licensed at a level lower than Paramedic.

For reimbursement purposes, Paramedics may provide ALS or BLS services**,** reimbursement by The Centers for Medicare and Medicaid Services (CMS) are applied according to the treatment rendered rather than the capability of the providers.

CAD means a Computer Aided Dispatch System.

CAD Interface means a method of allowing the ESC service area PSAPs (Public Safety Answering Points) to observe specific ambulances and the times they were dispatched and arrived on scene. This may be accomplished through direct CAD-CAD electronic interfaces, an Interface Engine, which is a server that links and translates the CAD systems, by placing a remote CONTRACTOR CAD server connected to each PSAP, or by providing a dash panel (or web portal) display.

CONTRACT ADMINISTRATOR is the person appointed by the ESC to oversee the contract, receive reports, and facilitate communication between the Contractor and the ESC Board.

Critical Care Transports or Specialty Care Transports (CCT or SCT) are generally reimbursable at higher levels. These are typically interfacility emergencies and may require some specialized equipment and training.

EMD means Emergency Medical Dispatch, which is a system of caller interrogation and triage of calls for the purpose of prioritizing them appropriately.

Emergency Physician Advisory Board (EPAB) is an option for the ESC that may involve collaboration with the ESC appointed/approved Medical Director regarding protocols, facility capabilities and other clinical issues. The ESC approved Medical Director will work closely with the EPAB, which may include representatives from facilities inside of the county as well as outside of the county that are specialty or frequent patient receipt destinations.

EMS stands for "Emergency Medical Services"

ESC appointed/approved Medical Director is the physician, specialized in Emergency Medicine, that the ESC authorizes to direct medical protocols and other clinical issues.

ESC ("authorized") CAD stands for the Emergency Services Corporation Computer Aided Dispatch. It refers to the CAD system(s) in use by ESC entities at existing PSAPs (Rockwall PD and Rockwall County Sheriff's Office) within the ESC service area.

ESC Service Area for the purposes of ambulance services performed under the provisions of this Contract is defined as those areas reflected in Exhibit A.

FRO stands for "first responder organization." It refers to emergency response organizations operating within the ESC service area. Members of said organizations may include fire, police and/or EMS-related personnel.

Interfacility Transfers (IFT) Any request originating within the service area from a healthcare facility, for patient transport terminating either within or outside the service area.

KPI means "Key Performance Indicators" and may include call volume, call processing time, chute time, travel time, time on scene, transport percentages and other variables at the option of the ESC.

Medical Control Physician means either the ESC appointed Medical Director or designee, or an online Doctor of Medicine or Osteopathy that communicates with the EMS crew regarding treatment options, medications, transport destinations and other clinical matters. Often the online Medical Control Physician is an on-duty representative of the receiving facility.

Minor Breach Minor breach means failure to fulfill any of the terms and conditions of this Agreement which do not amount to a Major Breach, as the term is defined in Section 10 of this Agreement Reasonable time will be given to cure minor breaches. (See Section 10, #13 for more detailed information).

On Scene means the moment the ambulance from an authorized ground ambulance actually arrives, "wheels stopped" at the specific address or location dispatched (or staging area, as directed by those on scene upon arrival). In the instance of apartment or business complexes, the "ambulance arrived on scene" status, voice or signal transmission shall not be made until the ambulance arrives at the point closest to the specified apartment, business or other specific address to which it can reasonably be driven.

PSAP means a Public Safety Answering Point such as Rockwall Police or the Rockwall County Sheriff's department.

Service Area means the geographical area within the confines of Rockwall County, which consists of the Cities of Rockwall, Heath, Fate, McLendon-Chisholm, and Mobile City AND any city limit area that exists in a neighboring County.

Status Plan means the plan for location, deployment and reassignment of units based on the number on duty and assigned to calls, to maximize system performance.

QRV means a Quick Response Vehicle (Supervisor Vehicle), a non-transporting, but fully equipped EMS vehicle that may increase efficiency by assessing an incident's severity and either treating the patient at the scene until a transport vehicle arrives, treating then releasing, or releasing the patient Against Medical Advice (AMA).

Zone is defined as a geographic area within the ESC Service Area used for the measurement and equalization of response times and deployment. There are four Zones as marked on the map in Exhibit A. From time to time and as the population grows and shifts, the locations, number, and boundaries of the Zones may change. Any changes will be made by mutual agreement of the parties.

3. Administration

Unless specified otherwise in this contract, all services provided under this contract shall be coordinated under and performed to the standards set forth herein. Any inquiries and/or concerns related to the CONTRACTOR's performance under the provisions of this contract shall be directed to the CONTRACT ADMINISTRATOR.

4. CONTRACTOR Warranty

CONTRACTOR represents and warrants to ESC that each of the following statements is true and correct.

A. Existing Entities. CONTRACTOR has been organized and validly exists, under the laws of the State of Texas, as having all the power and authority in Texas to enter and perform its obligations under this Contract and under each instrument described herein to which it is or will be a party.

B. Due Authorization. This Contract has been duly authorized by all necessary actions and has been duly executed by CONTRACTOR. Neither the execution nor compliance with this CONTRACT's terms and provisions (i) requires the approval and consent of any other party, except such as have been duly obtained; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on CONTRACTOR; or (iii) contravenes the corporate charter or bylaws of CONTRACTOR or any other contract or instrument in existence on the date of this Contract to which CONTRACTOR is a party.

C. Enforceability. This Contract constitutes a legal, valid, and binding obligation of CONTRACTOR enforceable against CONTRACTOR in accordance with the terms of this Contract.

D. No Claims or Litigation. To the best of CONTRACTOR's knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency to which CONTRACTOR is a party, questioning the validity of this Contract or any document or action contemplated in this Contract.

E. Financial Capability. CONTRACTOR is fully capable, financially, and otherwise, of fulfilling obligations hereunder.

5. CONTRACTOR Rates

A. Per Transport Rate. The rates in this Section apply to all ambulance transports and all treat-no-transports that are a product of this exclusive ambulance services contract and that originate within the corporate ESC limits of the ESC Service Area regardless of destination. The CONTRACTOR will set its maximum average bill, hereafter referred to as "rate," for ambulance service as listed in Exhibit C. The total amount of revenue generated from these services shall be included in the calculation of the maximum average bill for ambulance service. CONTRACTOR may propose lower rates for non-emergency calls, but they must be approved by the ESC Board. See Exhibit C.

B. Regular and Ordinary Annual Rate Increase. The ESC will annually allow for increases in specific ambulance rate categories reflected in Exhibit C. The CONTRACTOR will receive a rate increase not to exceed a net adjusted maximum of three percent (3%) annually.

1. The maximum average bill ("MAB") chargeable to the public as established in this CONTRACT shall be adjusted annually on October 1st of each Contract year.

C. Rate Adjustments for Extraordinary Circumstances with ESC Board Approval. At any time, and with appropriate supporting documentation, CONTRACTOR may request an additional Per Transport Rate adjustment should an extraordinary circumstance arise which threatens the CONTRACTOR's ability to continue providing service to the ESC. In consideration of any such request, the ESC shall conduct an analysis of the CONTRACTOR's financial position, current market conditions and the CONTRACTOR's justification of the rate change in accordance with this agreement. Rate Changes due to Extraordinary Circumstances that are approved become effective immediately, unless otherwise directed by the ESC.

D. Rate Adjustments Subject to ESC Board Approval. All extraordinary transport rate adjustments and extraordinary treat-no-transport rate adjustments are subject to approval by majority vote of the ESC Board.

6. Renewal

Following its expiration on September 30, 2031, this Amended Contract may be extended for a period of time mutually agreed upon by both parties and through a majority vote of the ESC board members.

Eligibility. The following general criteria will determine whether the CONTRACTOR is eligible for an extension:

1. Compliance, as determined by the CONTRACT ADMINISTRATOR, with CONTRACT performance.
2. Financial performance that meets or exceeds CONTRACT expectations.
3. A favorable rating by the Rockwall ESC appointed Medical Director.
4. A favorable customer service rating based on ESC mandated customer surveys.
5. Any other information the ESC deems useful.

7. Ambulance Response and Dispatch Time Requirements

A. Ambulance Response Definitions. It is expressly understood by both parties that response time provisions contained within this section may be subject to at least annual review. The following definitions of types of ambulance responses shall apply:

1. Life-Threatening Emergency or Priority 1 Response: Situation determined by the CONTRACTOR's dispatcher, in strict accordance with the ESC appointed Medical Director approved telephone protocols, which would likely result in the loss or quality of life without immediate intervention.

2. Non-Life-threatening Emergency or Priority 2 Response: Situation determined by the CONTRACTOR's dispatcher, in strict accordance with the ESC appointed Medical Director approved telephone protocols, which requires immediate medical attention but would not likely result in the loss or quality of life without immediate intervention.

3. Urgent Pre-hospital or Time-sensitive Hospital Transfer or Priority 3 Response: Situation determined by the dispatcher, in strict accordance with the ESC appointed Medical Director approved telephone protocols, in which there is no emergency or danger that would result in the loss or quality of life without immediate intervention but which requires transport by ambulance, or the patient is at an acute care hospital where a physician has determined that the patient's condition warrants immediate transfer to another acute care hospital. Due to the infrequency of this call type, monthly compliance will be calculated using the "last 100 call" rule; meaning response time compliance will be measured using the last 100 sequential responses for that category, system wide.

4. Scheduled Interfacility Transfer: A request for a patient transfer that occurs at least 4 hours before the requested patient pick up time.

5. Non-Scheduled Interfacility Transfer: A request for a patient transfer that occurs within less than 4 hours before the requested patient pick up time.

B. Maximum Allowable Ambulance Response Time. The CONTRACTOR shall operate the ambulance service to achieve compliance ESC-wide for each Priority, each month. The CONTRACTOR shall operate the ambulance service so that ambulances arrive on scene within the following times:

Priority	Maximum Allowable Response Time (Minutes)
1	00:07:59
2	00:11:59
3	00:15:59
4.	Within 15:59 of the scheduled pick-up time
5.	Within 1 hour of the scheduled pick-up time

C. Maximum Allowable Ambulance Response Time ESC-wide and in each Zone.

1. Life-Threatening Emergency or Priority 1 Response. On not less than ninety percent (90%) ESC-wide and ninety percent (90%) percent in each Zone of all presumptively defined life-threatening emergency requests as determined by the CONTRACTOR's dispatcher in strict accordance with ESC appointed Medical Director approved telephone protocols, and originating within the ESC, the CONTRACTOR shall produce an ambulance response time of seven minutes, fifty-nine seconds (479 seconds) or less.

2. Non-Life-Threatening Emergency or Priority 2 Response. On not less than ninety percent (90%) ESC-wide and ninety percent (90%) percent in each Zone of all presumptively defined non-life-threatening emergency requests, as determined by the CONTRACTOR's dispatcher in strict accordance with ESC appointed Medical Director approved telephone protocols, and originating within the ESC, the CONTRACTOR shall produce an ambulance response time of eleven minutes, fifty-nine seconds (719 seconds) or less.

D. Maximum Allowable Ambulance Response Time ESC-wide.

Urgent Pre-hospital or Time-sensitive Hospital Transfer or Priority 3 Response: On not less than ninety percent (90%) ESC-wide of all presumptively defined time-sensitive requests from an acute care hospital or situation determined by the CONTRACTOR's dispatcher, in strict accordance with ESC appointed Medical Director approved telephone protocols, and originating within the ESC, the

CONTRACTOR shall produce an ALS transport capable ambulance response time of fifteen minutes, fifty-nine seconds (959 seconds) or less.

E. Equalize Ambulance Response Time Performance. No Zone shall be consistently subject to substandard emergency response time performance. CONTRACTOR will obtain not less than ninety percent (90%) response time compliance performance for Priority 1 and 2 (each Priority tabulated separately) responses in each of the four (4) Zones as shown on Exhibit A which is incorporated herein for all purposes.

Three (3) such consecutive failures in any Zone, or four (4) such nonconsecutive failures in any Zone during any twelve (12) month period will be defined as a Major Breach.

F. Ambulance Response Time Calculations.

1. All Responses:

a. Only requests for ambulance service originating in the ESC service area, including transport, no-transport and mutual aid received calls, shall be included in response time calculations and be subject to Late Response Liquidated Damages. Responses originating outside of the ESC service area shall be reported but are not subject to response time requirements. When multiple ambulances are dispatched to a single incident, the arrival time of the first advanced life support ambulance to arrive shall be the on- scene time used in the response time calculation for that incident Response times of additional units shall be excluded from compliance calculations. However, arrival times associated with any/all subsequent responding units shall also be documented and reported.

Priority 3 calls may only be deemed "on time" upon arrival of a transport capable Advanced Life Support Ambulance. This shall not bar the CONTRACTOR from using a QRV for additional staffing or equipment.

b. When an authorized ground ambulance not operated by the CONTRACTOR makes a response in the ESC service area at the CONTRACTOR's request, the response times of that ambulance shall be treated as if it were CONTRACTOR's own responding ambulance.

If the ambulance transmits an on-scene status to an ESC authorized PSAP CAD, this on-scene time shall be treated as if it was transmitted by the CONTRACTOR's own ambulance. If the ambulance arrives on scene and does not transmit an on-scene voice or status signal to the ESC approved CAD, upon conclusion of the response and using a recorded telephone line in the ESC authorized Communications Center, the CONTRACTOR shall contact the ambulance provider that supplied the response and ascertain the ambulance on scene, begin transport and end transport times. These times

shall immediately be entered in the ESC approved CAD. Any response for which times are entered in the CAD and/or reported on the monthly compliance report that cannot be verified using the ESC PSAP's audio recording system, unless the ESC PSAP's audio recording system is verified as being inoperable at the time the CONTRACTOR telephoned the ambulance provider that supplied the response, will be assessed the maximum amount of liquidated damages, as applicable.

Responses received from ambulance providers other than the CONTRACTOR's Rockwall operation and for which response times are reported to the CONTRACTOR using less than six digits (xx:xx:xx), the response time will begin with the same number of digits as reported by the non-ESC ambulance provider. For example, if a response is received on the ESC authorized CAD terminal at 13:00:31 and a mutual aid agency reports an on-scene time of 13:09, the response time will begin with 13:00 and end with 13:09 for a nine-minute (9:00) response.

c. In situations where the ambulance has responded to a staging area, arrival "on scene" shall be the time the ambulance arrives at the designated staging location.

2. Beginning of the Response Time Calculation.

a. Priority 1, 2 and 3. For all Priority 1, 2 and 3 ambulance response requests for service, the response time calculation shall begin at the time the Contractor's communication center is made aware of: 1) the location, 2) the nature and 3) the priority to a response regardless of whether an ambulance is available.

The CONTRACTOR shall notify the ESC CONTRACT ADMINISTRATOR of "no ambulances available" instances in writing within five (5) business days after the date of occurrence.

3. Ending of the Response Time Calculation.

a. All Priorities. The response time calculation shall stop by transmission from CONTRACTOR's ambulance or transmission from an authorized ground ambulance of the "ambulance arrived on scene" verbal or digital status signal to CAD. Such transmission shall not be made until the ambulance arrives at the specific address or location dispatched. In the instance of apartment or business complexes, the "ambulance arrived on scene" status signal transmission shall not be made until the ambulance arrives at the point closest to the specified apartment, business or other specific address, wheels stopped, to which it can reasonably be driven. Arrival on the scene of an FRO unit shall not stop the response time calculation.

If the CAD on scene time stamp transmitted from the ambulance is nonexistent or the CONTRACTOR believes it to be inaccurate, the CONTRACTOR shall request permission to report an alternative time by providing evidence showing the correct on scene time. The mechanisms for verifying the on-scene time, by either the CONTRACTOR or ESC's CONTRACT ADMINISTRATOR, shall be the CAD time stamp transmitted from the ambulance, the verbal on scene, and the time the AVL system documents the ambulance being on scene with speed of zero (0) miles per hour. If evidence exists that the verbal on scene was transmitted prior to the ambulance coming to a complete stop on the scene, the verbal on scene shall be inadmissible as the on-scene time. In the event of a conflict between the CAD time stamp, verbal on scene and AVL data, resolution of the conflict shall be made by ranking the times in the following order, highest rank first: CAD time stamp transmitted from the ambulance, verbal on scene, AVL system. If the CAD time stamp is nonexistent or is found invalid, the verbal on scene time will be substituted. If the CAD time stamp and/or verbal on scene time are either nonexistent or invalid, the AVL time will be substituted. If data documented by the AVL system shows the CAD time or verbal on scene time reported for any response is invalid, the first time the AVL system documents the ambulance was stopped on scene will be substituted for the on-scene time. Thus, the ESC's CONTRACT ADMINISTRATOR may use verbal recordings and AVL data to prove or disprove the accuracy of the on-scene time reported by the CONTRACTOR for any response. Should CAD time stamps, verbal recordings and/or AVL data disprove data reported by the CONTRACTOR, the ESC CONTRACT ADMINISTRATOR will substitute the more accurate data. The CONTRACTOR may appeal the CONTRACT ADMINISTRATOR's decision in writing to the ESC Board, and the Board's decision (made via a majority vote) shall be final and binding.

In instances when the ambulance fails to report "ambulance arrived on scene", the time when the AVL system indicates that the ambulance was stopped at the dispatched location will be used as the "ambulance arrived on scene" time. If the AVL system does not contain this data, the first verbal communication between the ambulance and dispatch or a unit on scene that indicates that the ambulance was on scene will be used as the "ambulance arrived on scene" time.

4. Upgrades, Downgrades, Reassignments and Disregards.

a. Upgrades. If a response is upgraded prior to the first ambulance arriving on scene (e.g., Priority 2 to Priority 1), compliance with response time requirements and liquidated damages will be calculated based on the shorter of:

1) Time elapsed from dispatch time, as specified in this Section, to time of upgrade plus the higher Priority response time standard, or

2) The lower Priority response time requirement.

b. Downgrades. Downgrades may be initiated by CONTRACTOR Emergency Medical Dispatchers when information that was not available when the response was dispatched becomes available that indicates, in strict accordance with ESC appointed Medical Director approved telephone protocols, that the response should have been dispatched at a lower Priority. Downgrades may also be initiated by FRO units, or CONTRACTOR's supervisory personnel arriving on scene prior to the ambulance. Neither CONTRACTOR's responding crews nor supervisors, who are not yet on scene, can downgrade a response. If a response is downgraded prior to arrival on scene of the first ambulance, the CONTRACTOR's compliance with response time standards and liquidated damages will be calculated based on:

1) The lower Priority response time standard, if the ambulance is downgraded before it would have been judged "late" under the higher Priority response time standard, or

2) The higher Priority response time standard, if the ambulance is downgraded after it would have been judged "late" under the higher Priority response time standard.

c. Reassignment Enroute. If an ambulance is removed from a response prior to arriving on scene and another is assigned to the response, the elapsed response time will not end until an ambulance arrives on the scene. Should the response exceed the maximum allowable response time standard, the CONTRACTOR's compliance and liquidated damages will be calculated based on the response time standard applicable as specified above.

d. Disregarded Enroute. If an ambulance is cancelled (disregarded) enroute prior to an ambulance arriving on scene, and no ambulance is required at the location to which it was dispatched, the response will end at the moment of cancellation. At the moment of cancellation, if the elapsed response time exceeds the response time requirement for the assigned Priority of the call, the ambulance will be determined to have exceeded the maximum allowable response time standard, the response will be counted in the total number of responses used to determine compliance, and the appropriate Liquidated Damages will be assessed. At the moment of cancellation, if the elapsed response time does not exceed the response time requirement for the assigned Priority, the response will not be counted in the total number of responses used to determine compliance.

5. Response Times Outside of the ESC Service Area. Responses originating outside of the ESC service area shall be reported but are not subject to response time requirements and shall not be included in the total numbers of responses used to determine compliance.

6. Each Incident a Single Response. Each incident will be counted as a single response regardless of the number of ambulances that respond. The dispatch time of the first ambulance dispatched and the on-scene time of the first arriving CONTRACTOR's or authorized mutual aid ground ambulance will be used to compute the response time for the incident. Arrival times of all subsequent ambulances shall be documented and reported monthly to the ESC. Should an ambulance leave the scene with one or more patients and then another request is subsequently made for additional patients, it shall be a separate incident and treated as different call for service.

7. Deviation From Dispatch Protocols. Upon either concurrent or retrospective audit, if the ESC finds that a response was assigned a lower Priority than what would have been assigned had the CONTRACTOR's communications personnel properly followed the dispatch protocols approved by the ESC appointed Medical Director, the response time will be held to the higher Priority standard and will be subject to late response time Liquidated Damages, when applicable. The CONTRACTOR shall not be responsible for errors made solely by ESC, FRO, County or member entity personnel.

G. Unusual Circumstances. CONTRACTOR shall maintain mechanisms for reserve production capabilities to increase production should temporary system overload persist. In the event of unusual circumstances beyond the CONTRACTOR's reasonable control that affect response time compliance, CONTRACTOR may request from the CONTRACT ADMINISTRATOR an exemption from a response time standard. Unusual circumstances beyond the CONTRACTOR's reasonable control shall be limited to: (i) unpredictable and unusually severe weather conditions or weather events of significant duration, i.e., tornado, severe hail, but not thunderstorm; (ii) declared disasters (iii) periods of unusually high demand for emergency ambulance services; or (iv) other circumstances beyond the CONTRACTOR's reasonable control that are unpredictable or unknowable by the CONTRACTOR.

Unusually high demand for emergency ambulance services, for the purpose of considering exemption requests, shall be defined as follows: For the hour of the week for which an exemption is requested, the CONTRACTOR must demonstrate that at the moment the call was received on the dispatcher's CAD terminal (the ESC authorized PSAP CAD's Entry time), that the number of Priority 1, or 2 ambulance responses dispatched and being worked simultaneously exceeds the product of the following:

Overload = (1.5 X (1 standard deviation) + The
Mean rounded up to the nearest whole response

For the entire population of emergency responses for
that hour for the past twenty (20) weeks

To support a request for exemption due to unusual circumstances, the CONTRACTOR must demonstrate that: (i) an unusual factor beyond the CONTRACTOR's reasonable control directly contributed to the response delay for which an exemption is requested, (ii) the CONTRACTOR took reasonable and prudent measures to prepare and staff for situations of which the CONTRACTOR might be reasonably aware (i.e., frozen precipitation forecast in advance requires reasonable efforts in planning), (iii) that the CONTRACTOR utilized a non-emergency cutoff practice consistent with the current System Status Plan on file with the ESC CONTRACT ADMINISTRATOR, including the use of non-dedicated ambulances and mutual aid to achieve the required performance. Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff ambulances and other causes reasonably within the CONTRACTOR's control will not be grounds for granting an exception to compliance with response time standards. If any particular response occurs during a period defined as "overload" and errors by the CONTRACTOR or the CONTRACTOR's employee(s), subcontractors, mutual aid providers or CONTRACTOR provided equipment or technology significantly contribute to the late response, the overload exemption shall not apply to that response.

H. Request for Exemption from Ambulance Response Time and Dispatch Time Standards. CONTRACTOR must submit a written request for any response time exemption identifying the specific time and circumstances pertaining to the late response(s) at issue. If the CONTRACTOR believes that any response or group of responses should be exempted from response time and/or dispatch time standards required in this Contract and liquidated damages associated with those responses due to "unusual factors beyond the CONTRACTOR's reasonable control," the CONTRACTOR may provide detailed documentation to the CONTRACT ADMINISTRATOR and request that these responses be excluded from ESC-wide and Zone compliance calculations and exempt from liquidated damages. Any such request must be made in writing and received by the ESC CONTRACT ADMINISTRATOR within ten (10) business days after the date of occurrence. The CONTRACT ADMINISTRATOR will review the request and issue a determination. Should the CONTRACTOR dispute the determination made by the CONTRACT ADMINISTRATOR, the CONTRACTOR may make a written appeal to the ESC within five (5) business days of receiving notification of the CONTRACT ADMINISTRATOR's determination to seek a definitive ruling from the ESC. The Board's ruling will be final and binding.

I. Request to Contest CAD Data. In any instance in which the CONTRACTOR contends that data documented in the dispatch computer's (CAD) searchable fields,

or other fields containing response time data, such as dispatch or on scene times, or response Priority are inaccurate, such as when no "ambulance arrived on scene" status signal is received by CAD or is received after the actual on scene time, the CONTRACTOR may present evidence substantiating different data. Detailed documentation substantiating the proposed data, including but not limited to CAD printouts, AVL printouts, and audio recordings, shall be submitted with the request. Any such request must be made in writing and received by the ESC CONTRACT ADMINISTRATOR within five (5) business days after the date of occurrence. The CONTRACT ADMINISTRATOR will review the request and issue a determination. Should the CONTRACTOR dispute the determination made by the CONTRACT ADMINISTRATOR, the CONTRACTOR may make a written appeal within five (5) business days of receiving notification of the CONTRACT ADMINISTRATOR's determination to the ESC board to seek a definitive ruling. The Board's ruling (made via a majority vote) will be final and binding.

J. At all times, CONTRACTOR shall provide and adhere to a policy and safety system to improve safe performance of personnel operating its vehicles. Failure to do so may constitute at least a minor breach of the CONTRACT. CONTRACTOR shall provide a copy of its driving and safety policies to the CONTRACT ADMINISTRATOR including its use of training, speed control, intersection encounters, and the use of lights and sirens.

8. Liquidated Damages

A. Liquidated Damages Deemed Reasonable. CONTRACTOR affirms and stipulates that the failure to comply with requirements or standards, such as time, performance, or other measures in this Contract will result in damage to the ESC. This may include risk to public health and safety as well as the cost of employing an emergency replacement contractor and conducting a new RFP process.

Contractor also affirms that it will be impractical to determine the actual value of such damage, whether in the event of delay, non-performance, failure to meet standards, or any other deviation from the terms of the Contract. Therefore, CONTRACTOR and ESC agree as a condition of this Contract that the liquidated damages specified herein are reasonable.

It is expressly understood and agreed that amounts for liquidated damages are not to be considered a penalty but shall be deemed reasonable liquidated damages.

It also is expressly acknowledged and stipulated that the remedies of the ESC, in the event of a default, a Minor Breach, or a Major Breach of any term of this Contract, are not limited to the provisions for liquidated damages.

All liquidated damage amounts may be demanded and withdrawn from the performance security ") provided by the CONTRACTOR in accordance with Section 11 of this Contract

if payment for liquidated damages are not received by ESC within thirty (30) days of CONTRACTOR's receipt of written notice of the assessment for liquidated damages.

B. Liquidated Damages for Non-Performance.

1. ESC-wide Liquidated Damages for Ambulance Response Time Non-Performance. If ESC-wide response time compliance for Priority 1 or 2 responses falls below ninety percent (90%), for any two consecutive months, the liquidated damages in the following chart shall be assessed in addition to any other liquidated damages.

Priority 1 Compliance	Priority 2 Compliance	Month 2	Month 3	Month 4	Month 5
89%	89%	$2,000	$3,000	$6,000	$12,000
88%	88%	$4,000	$6,000	$12,000	$24,000
87%	87%	$6,000	$9,000	$18,000	$36,000
86%	86%	$8,000	$12,000	$24,000	$48,000
85%	85%	$10,000	$15,000	$30,000	$60,000
<85%	<85%	$15,000	$22,000	$45,000	$90,000

ESC may declare CONTRACTOR in Major Breach as defined in Section 10 and may result in removal of the CONTRACTOR and forfeiture of performance security for failure to meet Priority 1 response time requirements for at least ninety percent (90%) of Priority 1 responses ESC-wide; or failure to meet Priority 2 response time requirements for at least ninety percent (90%) of Priority 2 responses ESC-wide for three (3) consecutive months; or for any four (4) months in any twelve (12) consecutive months.

Priority 1 and Priority 2 response time standards function independently of one another so that compliance of either Priority response standard during any month or months shall only be compared with compliance for the same Priority response standard during other months. For example, Priority 1 compliance of 89%, 91%, and 89% in months 1, 2 and 3 respectively; and Priority 2 compliance of 93%, 89%, and 93% in months 1, 2 and 3 respectively ***would not*** constitute Major Breach. Priority 1 compliance of 89%, 88%, and 89% in months 1, 2 and 3 ***would*** result in Major Breach.

Priority 3 Compliance (Last 100 calls, Countywide)	Liquidated Damages
89%	$500
88%	$1,000
87%	$1000
86%	$2,000

85%	$2,500
<85%	$3,500

2. Liquidated Damages for Zone Non-Performance.

Liquidated damages in the following chart shall be assessed in addition to any other liquidated damages if response time compliance for Priority 1 or 2 responses falls below ninety percent (90%) in a Zone or combination of Zones for two consecutive months.

Compliance	Month 2	Month 3
89%	$1,000	$1,500
88%	$2,000	$3,000
87%	$3,000	$4,500
86%	$4,000	$6,000
85%	$5,000	$7,500
<85%	$7,500	$15,000

Failure to meet Priority 1 or 2 response time requirements for at least ninety percent (90%) of Priority 1 or 2 responses in a particular Zone or any combination of Zones for three (3) consecutive months, or for four (4) months in any consecutive twelve (12) months, will be defined as a Major Breach and may result in removal of the CONTRACTOR and forfeiture of performance security.

Priority 1 and Priority 2 response time standards function independently of one another, such that compliance with either Priority during any month or months shall be compared only with compliance for the same Priority response standards during other months. Further, compliance of less than 90% in multiple Zones of one (1) Priority during any single month shall be counted as one (1) Zone failure.

For example, Priority 1 compliance of 84% and Priority 2 compliance of 83% in one Zone during January, Priority 1 compliance of 83% in another Zone during February, Priority 2 compliance of 84% during April, Priority 1 compliance of 84% during July, and Priority 1 compliance of 84% in yet another Zone during August would result in assessment of Priority 1 liquidated damages assessments during January, February, July and August, and Priority 2 liquidated damages assessments during January and April. In this example, Major Breach would occur as a result of the August compliance failure.

C. Liquidated Damages for Reporting-related Non-Compliance

When any monthly report required in this Contract is received by the CONTRACT ADMINISTRATOR after the twelfth (12^{th}) business day of the month following the month for which the report pertains, the ESC Board by majority vote may assess CONTRACTOR the amount of two hundred and fifty dollars ($250) for each business day the report is late.

9. Reports

CONTRACTOR will prepare and supply/make available to the ESC CONTRACT ADMINISTRATOR a series of verifiable daily, monthly and annual reports. The reports may be made available by electronic means. The reports shall provide system performance information as required and communicated by the CONTRACT ADMINISTRATOR.

10. Major Breach

A. DEFINITIONS OF MAJOR BREACH. Conditions and circumstances which constitute a Major Breach of contract by the CONTRACTOR are as follows:

1. Failure of CONTRACTOR to meet the response time requirements for three (3) consecutive months or for any four (4) months in any consecutive twelve (12) months for each Priority, either ESC-wide or for individual Zones;

2. Operation of the ambulance service by CONTRACTOR in a manner that creates an imminent and significant endangerment to the health, safety and welfare of the general public as determined at the ESC's discretion;

3. Accumulation of Liquidated Damages to such an extent that the situation constitutes a case of mismanagement of the Contract by the CONTRACTOR;

4. Failure of CONTRACTOR to operate the ambulance service in a manner which enables the ESC and CONTRACTOR or the ESC or CONTRACTOR to maintain and remain in material compliance with the requirements of applicable federal, state, and local laws, rules, and regulations;

5. Material failure to provide correct and accurate data or falsification of data supplied in connection with all local operations;

6. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period. A lame duck period is defined as any period during which the CONTRACTOR has been fired or not had the contract renewed and the ESC intends to seek offers from other vendors;

7. Failure of CONTRACTOR to cooperate with and assist the ESC after a Major Breach has been declared, even if it is later determined that such breach never occurred or that the cause of such breach was beyond CONTRACTOR's reasonable control;

8. Acceptance by CONTRACTOR or any of CONTRACTOR's employees of a bribe, kick-back, or consideration of any kind in exchange for preferential

treatment, favor, or special consideration of any kind, when such action on the part of CONTRACTOR or CONTRACTOR's employees could be reasonably construed as a violation of federal, state, or local law;

9. Payment by CONTRACTOR or any of CONTRACTOR's employees of a bribe, kick-back or consideration of any kind to any federal, state, or local public official in exchange for preferential treatment, favor, or special consideration of any kind, when such action could be reasonably construed to be a violation of any federal, state, or local law;

10. Failure to meet medical standards required in this Contract as determined by the ESC appointed Medical Director;

11. Failure of CONTRACTOR to maintain insurance in accordance with this Contract;

12. Failure to maintain performance security as prescribed in this agreement;

13 Failure of the CONTRACTOR to cure a Minor Breach within fifteen (15) days after written notice from the CONTRACT ADMINISTRATOR;

14. Failure to maintain equipment in accordance with manufacturer recommended maintenance practices;

15. Failure of CONTRACTOR to inform CONTRACT ADMINISTRATOR of any CONTRACTOR or CONTRACTOR employee found to be involved in felonious acts or misdemeanor acts of moral turpitude and to immediately suspend such CONTRACTOR or CONTRACTOR employee from participating in the provision of services under this contract;

16. Failure to furnish key personnel of quality and experience;

17. Failure to comply with approved rate setting, billing, or collection provisions of this Contract;

18. Failure to submit required financial statements prepared by a certified public accountant or public accounting firm for CONTRACTOR within the specified timeframe and under the terms and conditions of this Contract or as directed upon reasonable notice by the ESC. The ESC may require an audit, at the expense of the ESC, if it believes it is warranted.

19. Any other failure of performance, including but not limited to, medical or other standards, as required in this Contract and which is determined at the reasonable discretion of the ESC CONTRACT ADMINISTRATOR to constitute a Major Breach and endanger public health and safety;

B. Declaration of Major Breach/Provisions for Curing Breach. In the event of a potential Major Breach, after consulting with the ESC Board Officers (President,

Vice President, and Secretary), the ESC Board Officers (collectively) may either declare the "Major Breach" and call for a letter to be issued by the CONTRACT ADMINISTRATOR; or they may call a meeting of the full ESC Board to discuss the potential "Major Breach." If the ESC Board meets, after a majority vote of the ESC Board, it is determined that a Major Breach has occurred and that a breach letter should be issued, the ESC CONTRACT ADMINISTRATOR will give the CONTRACTOR written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within ten (10) calendar days of receipt of such notice, the CONTRACTOR will deliver to the ESC CONTRACT ADMINISTRATOR, in writing, a plan to cure such breach. The plan will be updated, in writing, every ten (10) calendar days until the breach is cured. The CONTRACTOR shall cure such breach within forty-five (45) calendar days of receipt of notice of breach. If the CONTRACTOR fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the ESC Board), or the CONTRACTOR fails to timely deliver the cure plan or updates to the ESC, the ESC may immediately terminate the Contract (via a majority vote of the ESC Board) in accordance with the Contract terms. The ESC Board may also extend this forty-five (45) calendar days provision by a majority vote approval. The CONTRACTOR will cooperate completely and immediately with the ESC to effect a prompt and orderly transfer of all responsibilities to the ESC.

The CONTRACTOR will not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the ESC. Such dispute by the CONTRACTOR will not delay the ESC's access to funds made available by the irrevocable letter of credit. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. CONTRACTOR shall take no legal actions against a disputed finding of default after the transfer of operations to the ESC has been completed. Under no circumstances shall CONTRACTOR otherwise delay the process of transferring operations to the ESC or delay the ESC's access to performance security funds as needed by the ESC to finance such transfer of operations.

Neither CONTRACTOR's cooperation with the ESC's termination of the Contract, nor CONTRACTOR's immediate release of performance security funds to the ESC will be construed as acceptance by the CONTRACTOR of the finding of default. However, failure on the part of the CONTRACTOR to cooperate fully with the ESC to affect a smooth and safe transition shall itself constitute a breach of contract.

C. Provisions for Emergency Takeover or "Step in Rights". In the event that a Major Breach letter has been issued, as soon as practicable, if it has not already done so, the ESC Board should convene to either agree that the Major Breach has in fact occurred and needs to remain in place; or, the ESC Board should revoke or otherwise remove said Major Breach by a majority vote. If the ESC Board

determines that the Major Breach will remain in place, and further determines that public health and safety are endangered, and after CONTRACTOR has been given written notice and the opportunity to correct the deficiency within forty-five (45) days, except in the event of an emergency, the matter shall be presented to the ESC Board for further review and consideration. If after determining that a Major Breach has occurred, the ESC also determines that allowing CONTRACTOR to continue its operations will present an ongoing threat to public health and safety, CONTRACTOR shall fully cooperate with the ESC to accomplish an immediate "Step In" or takeover by the ESC of CONTRACTOR's operations.

Such takeover shall be accomplished within seventy-two (72) hours after such finding of Major Breach and continuing threat to public health and safety. The CONTRACTOR shall not be prohibited from disputing any such finding through litigation, provided, however, that such litigation shall not delay the immediate takeover of operations by the ESC. Neither shall such dispute delay the ESC's access to the funds made available by the CONTRACTOR's performance security instrument.

CONTRACTOR's cooperation with and full support of such emergency takeover, as well as CONTRACTOR's immediate release of performance security funds to the ESC shall not be construed as acceptance by the CONTRACTOR of the finding of Major Breach and shall not prevent CONTRACTOR's right to recovery should a court later find that the declaration of Major Breach was made in error. Failure on the part of the CONTRACTOR to fully cooperate with the ESC during a takeover of operations shall itself constitute a Major Breach, even if it is later determined that the original declaration of Major Breach by the ESC Board was made in error.

D. Remedies. The existence of a Major or Minor Breach by the CONTRACTOR, whether or not public safety and health are endangered, shall entitle the ESC, upon written request by the CONTRACT ADMINISTRATOR with ESC Board approval (by majority vote), to require the immediate release of all or a portion of the funds secured by the performance security instrument in an amount deemed appropriate by the ESC. Nothing in this section shall limit the ESC's legal remedies under law, including rights and remedies contained elsewhere in this Contract. Notice of declaration of a Major Breach and/or termination shall be made in writing to the CONTRACTOR consistent with the terms of this Contract.

11. Performance Guaranty

Due to the importance of ambulance services to the community, the ESC must do everything possible to eliminate the potential for failure of the ESC ambulance service System. Ambulance service is an essential service, and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the CONTRACTOR's failure.

The ESC will use a combination of performance security provisions to safeguard the public. The CONTRACTOR will execute a three-way lease agreement or standby lease agreement to ensure immediate access by the ESC to all equipment, supplies, and other assets that the ESC determines are necessary for the continued operations of the system. The ESC has the right to terminate the Contract for Major Breach(es) and/or an habitual pattern of Minor Breach(es).

A. Continuous Service Delivery.

The CONTRACTOR expressly agrees that, in the event the ESC terminates the Contract and takes over the Contract under Section 10. C, the CONTRACTOR will work with the ESC to assure continuous delivery of services regardless of the underlying cause of the Major Breach. The CONTRACTOR agrees that there is a public health and safety obligation to assure that the ESC is able to provide uninterrupted service delivery in the event of default even if the CONTRACTOR disagrees with the determination of Major Breach. Further the CONTRACTOR agrees that if notified by the ESC of a determination of Major Breach and intent to execute an emergency takeover of the system that the CONTRACTOR will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.

B. Performance Security Instrument.

The CONTRACTOR will provide to the ESC an annually renewable irrevocable performance letter of credit, performance bond, cash escrow account, or other similar security, in a form acceptable to the ESC. The amount of the security shall be two hundred and fifty thousand dollars ($250,000) and must be issued by a federally insured (FDIC) banking institution acceptable to the ESC. The security instrument must contain provisions that allow the ESC to draw upon a portion or the full amount at any time during this contract and any extensions thereto upon the ESC's written demand. Because it will be impracticable to determine the actual damages in the event of the CONTRACTOR's failure to perform and the establishment of Major Breach, the parties agree that this is a reasonable amount for total Liquidated Damages. It is expressly understood that the total Liquidated Damages amount is not considered a penalty, but shall be deemed, taken, and treated as reasonable Liquidated Damages.

The Security Instrument is intended to ensure the operation of the ambulance service, including, but not limited to the conduct of a procurement process, negotiation, or related administrative expenses, should the ESC terminate and takeover the Contract because of a Major Breach.

1. Notice of Change. The security instrument shall contain the following endorsement: "At least sixty (60) days prior written notice shall be given to the ESC by the financial institution of any intention to cancel, replace,

fail to renew, or materially alter this security instrument. Such notice shall be given by certified mail to the CONTRACT ADMINISTRATOR."

2. Step-In. In the event of a "step-in" by the ESC in accordance with this Contract, the ESC may draw down up to the full amount of the intended performance instrument

3. In the event the ESC elects to terminate this Contract for Major Breach, the following procedure apply:

- The ESC will deliver written notice to the CONTRACTOR.
- The CONTRACTOR will be permitted a period of time (30 days) to cure the breach.
- Upon approval by and at the direction of the ESC Board, the CONTRACT ADMINISTRATOR shall issue a formal demand letter to the bank for immediate payment of all or a portion of the amount posted.

4. Rights Reserved. The rights reserved by the ESC with respect to the security instrument are in addition to all other rights of the ESC, whether reserved by this Contract, an Ambulance Ordinance, Commissioner's Court orders or otherwise authorized by law, and no action, proceeding or right with respect to the performance letter of credit shall affect any other right the ESC has or may have.

12. Termination Clause

Notwithstanding any other provision of this Agreement, the CONTRACTOR may provide ESC with eighteen (18) months written notice to terminate this agreement for any reason, subject to approval of ESC. If ESC has not selected a suitable contractor replacement at the end of the eighteen (18) month period, the CONTRACTOR must continue to provide service on a "per diem" basis beginning on the first day following the eighteen (18) month period until such time as a suitable replacement emergency medical services contractor is selected.

13. CONTRACTOR Facilities and Resources

A. Offices. CONTRACTOR shall locate and maintain its current administration office and fleet maintenance facility within the limits of the ESC service area, which includes, but is not limited to, administration, billing contact, and fleet maintenance facilities for its Rockwall County operations. The CONTRACTOR shall notify the ESC in writing, the same day that it makes any restructuring of its company. Additionally, the CONTRACTOR shall provide a written description and rationale for any restructuring and provide written assurance to the ESC that CONTRACTOR will meet its obligations and commitments under this Agreement.

B. Personnel. At its Rockwall County facility, the CONTRACTOR will house its Chief Operating Officer, General Manager, and other key management personnel. At least one person shall be available from 8:00 a.m. through 5:00 p.m., Monday through Friday, who can answer citizens' questions.

14. Dispatch and Radios

The CONTRACTOR shall furnish and manage ambulance dispatch and communication services. Such services shall include, but not be limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services.

A. Interface. CONTRACTOR's communications system, including radios, computer software and other future communications system components, shall fully interface with the radio systems in use in Rockwall County. The Computer Aided Dispatch (CAD) system shall have the capability to receive ANI/ALI and other data as well as interface with any telephone system, the enhanced 9-1-1 system, or other current similar or future upgraded systems. In the event of future system enhancements, CONTRACTOR shall maintain at CONTRACTOR's expense, full interface with such future system as the member jurisdictions of the ESC, at ESC's sole discretion, may institute.

B. Computer Aided Dispatch (CAD) and AVL Systems. The CONTRACTOR shall ensure CAD interfaces with the ESC's authorized PSAPs, AVL and CAD systems to record all dispatch and response time information for all requests for service, whether actually dispatched or not.

Any other modifications, additions, or custom programming necessary to provide response time compliance reports as required in this Contract shall be the CONTRACTOR's sole responsibility.

C. Method for Tracking Ambulance Response Times. The CONTRACTOR shall provide an accurate audit trail that efficiently reflects real-time ambulance response times and other response data. The CONTRACTOR shall provide reasonable access to its CAD and EMD systems through at least a dash panel (or web portal) display in the offices of the ESC CONTRACT ADMINISTRATOR and the ESC service area PSAPs. The CONTRACTOR shall provide "administrator" level (master) access to response time-related and system status related data (pertaining to ambulance deployment and associated availability) within the CONTRACTOR's CAD system and/or web portal. This shall include all computerized templates and user definable fields and other tools CONTRACTOR develops for use with the ESC authorized CAD and/or ProQA and AQUA to produce reports required by the ESC CONTRACT ADMINISTRATOR. Should any of these systems be unavailable or for any reason fail to provide the data necessary to verify compliance with Contract requirements, the CONTRACTOR shall immediately notify the CONTRACT

ADMINISTRATOR and implement alternate methods for timely providing the ESC with the required data and reports. The CONTRACTOR shall present a plan for alternative methods to the ESC for approval prior to implementation.

D. ESC MPDS (Medical Priority Dispatch System). CONTRACTOR shall use the Medical Priority Dispatch System protocols authorized by the ESC appointed Medical Director. CONTRACTOR understands that changes to these emergency medical dispatch protocols may be necessary and that the CONTRACTOR, ESC and the ESC appointed Medical Director may discuss such changes. However, the Medical Director has ultimate authority to determine dispatch protocols, including dispatch Priorities. CONTRACTOR understands that ESC appointed Medical Director authorized 9-1-1 call takers will initially process EMS calls.

E. EMD Certified Trainer. The CONTRACTOR will maintain an EMD Certified trainer to ensure that Rockwall County area 9-1-1 Dispatch Services personnel are familiar with the EMD process.

F. Dispatch Center Personnel. The CONTRACTOR shall provide adequate staffing and appropriately trained personnel to meet the requirements of this agreement.

G. Automated Emergency Medical Dispatch. CONTRACTOR agrees to provide technology and fund updates necessary to automate the Emergency Medical Dispatch (EMD) process, when available. CONTRACTOR will provide software and hardware to facilitate call prioritization, dispatch and pre-arrival instructions as approved by the ESC appointed Medical Director. CONTRACTOR will also provide EMD cards, in both English and Spanish, for use in instances of CAD failure. CONTRACTOR agrees to fund updates to the EMD system. CONTRACTOR shall provide access to the dispatch software in the office of the CONTRACT ADMINISTRATOR. CONTRACTOR agrees to maintain a sublicense/software license for the ESC.

H. Emergency Medical Dispatch Quality Assurance. CONTRACTOR agrees to provide a monthly report of compliance with EMD protocols by CONTRACTOR'S dispatch personnel. This report shall be due monthly to the ESC appointed Medical Director and CONTRACT ADMINISTRATOR, on the twelfth (12) day after the end of each month in the format specified by the ESC appointed Medical Director.

The CONTRACTOR will assign at least one (1) person to participate in the Joint Communications Center Quality Assurance/Improvement process if one is created. CONTRACTOR agrees to provide the necessary funding and training for the appropriate certification of ESC authorized Communications Quality Assurance/Improvement personnel.

I. CONTRACTOR Ambulance Deployment. The CONTRACTOR shall be responsible for the use of any technology or process for determining optimal deployment of ambulances. CONTRACTOR shall provide computer software

technology that will continuously monitor efficiency and compliance within the ESC ambulance system, both overall and within each Zone, and which allows for immediate CONTRACTOR adjustments in ambulance deployment. CONTRACTOR shall provide access to this software, its functionality, and reports in the offices of the CONTRACT ADMINISTRATOR.

The CONTRACTOR is responsible for ambulance resource deployment at all times. Ambulance posting and system status management procedures or plans are not the responsibility of the ESC.

Failure of any technology or process the CONTRACTOR has implemented according to this Contract or by the CONTRACTOR shall not be an exception to response time compliance or Contract performance.

J. Rockwall County Interoperable Radio Network. The CONTRACTOR shall be an active user of the Rockwall County interoperable radio network, which enables radio communications and transmissions by the CONTRACTOR and other first responder agencies. The CONTRACTOR shall be responsible for ensuring that all radio response communications are conducted on a common channel with other first responder agencies and in accordance with approved countywide radio protocols.

The Contractor will be required to enter into an agreement with Rockwall County to access the Interoperable Radio Network and utilize the equipment. It is the ESC's understanding that Rockwall County has agreed to work with the Contractor to ensure compliance with the Interoperable Radio Network requirements and to provide some radio equipment to facilitate this effort.

15. Minimum Standards for CONTRACTOR Vehicles, Equipment, Coverage, and Driver Safety

CONTRACTOR shall employ whatever level of effort is necessary to achieve the response time standards and other performance results required by the terms of this Contract. Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, CONTRACTOR shall minimize comparative variations or fluctuations in response time performance on a daily, weekly, and monthly basis.

The CONTRACTOR shall maintain a total fleet size of not less than one hundred fifty percent (150%) of peak deployment. Rockwall County EMS will apply a modified fluid deployment plan and will move resources based on availability and demand. Please reference the coverage map in Exhibit A, attached hereto and incorporated by reference.

The location of ambulances system-wide shall be determined by the Contractor in order to maintain response time standards in accordance with this contract.

The CONTRACT ADMINISTRATOR shall be notified as soon as reasonably possible any time less than four (4) staffed and response-ready ambulances are on duty and in service. Of the ambulances on duty and in service, at least two (2) must be available for emergency responses after mutual aid is given to neighboring jurisdictions. CONTRACTOR shall assure that at least three (3) MICU ambulances are available for emergency, 9-1-1 calls after a non-emergency transport is dispatched, thus a non-emergency cutoff of three (3).

To be on duty and in service for one (1) unit hour, an ambulance must be fully response ready and staffed by two crew members, one who is a paramedic and one who is at least an Emergency Medical Technician (EMT), as described herein, who are properly listed in the ESC authorized CAD as staffing the ambulance for at least 30 minutes of any clock hour.

Routine and periodic system status plan modifications, including but not limited to changes in post locations, levels at which various posts are staffed, and around-the-clock coverage levels may be made at the CONTRACTOR's sole discretion to achieve appropriate coverage and response time compliance. However, any "permanent" modifications must be relayed in writing to the CONTRACT ADMINISTRATOR prior to implementation.

Only mechanically sound and serviceable vehicles approved by the CONTRACT ADMINISTRATOR prior to placement into service may be used. No ambulance may have cumulative mileage of more than 325,000 miles.

In addition to ambulances, the CONTRACTOR will provide a supervisor vehicle for supervision of operations and use during mass casualty incidents.

CONTRACTOR shall be responsible for delivering a list substantially in the form of Exhibit B and Exhibit D, Attachment A at any time that ambulances are added or deleted to the system on a dedicated basis.

The CONTRACTOR shall initiate and maintain an ESC approved driver safety program. The CONTRACT ADMINISTRATOR shall have access to driver safety-related training, performance and/or incident records upon written request.

16. Bills and Collections

The CONTRACTOR will include on all bills for ambulance service, including emergency, non-emergency and treat-no-transport, a telephone number, answered at CONTRACTOR's office (Mon.–Fri., 8 a.m.–5 p.m.) in the service area for citizens to inquire about their bills. Customer service complaints concerning billing or collections shall have a local CONTRACTOR employee assigned to the investigation and resolution of each complaint. The CONTRACTOR shall, within twenty-four (24) hours notification of any customer service complaint, make every effort to make positive contact with the complainant and begin resolution. Errors found to be the fault of the CONTRACTOR shall be resolved

within five (5) business days of the time the CONTRACTOR determines an error occurred. The resolution shall include a closure letter sent to the complainant and copied to the CONTRACT ADMINSTRATOR.

The CONTRACTOR shall be responsible for all billings and collections for ambulance service rendered under the terms of this Contract. CONTRACTOR will use all reasonable means to collect payment, including the services of a collection agency. Notwithstanding any other provision of this Contract, the CONTRACTOR shall be entitled to bill the ALS rate except where prohibited by law (e.g., Medicare or Medicaid).

CONTRACTOR will privately bill any patients or individuals who are treated or transported in response to an ESC member employee-initiated request for service or transport. Such request must be within the course and scope of the ESC member employee's official duties and responsibilities, and be within the CONTRACTOR's scope of services as set out in this Contract.

17. Public Relations and Education

CONTRACTOR shall provide emergency medical information and education to citizens of Rockwall County including but not limited to the ESC's emergency medical services system, first aid, CPR, injury prevention and 9-1-1 system information for the duration of this Contract and any extensions at no charge to the ESC. Sufficient classes and events shall be provided to meet public demand. Fees charged to citizens shall be reasonable and competitive within the local market. Documentation of revenue from classes shall be provided to the CONTRACT ADMINISTRATOR with each year's financial statements.

Internet Website. In collaboration with the ESC, CONTRACTOR shall develop an internet website that provides information about the Rockwall County EMS system. The website shall be regularly updated and include a schedule of upcoming public education classes and other events of interest to the public. The website shall allow persons to electronically register for classes and events. The website shall also include a list of continuing education classes available to CONTRACTOR and member jurisdiction employees, including First Responder Organization employees.

18. Audit

A. Annual Financial Statement. Within ninety (90) days after the close of the CONTRACTOR's fiscal year, CONTRACTOR agrees to provide to the CONTRACT ADMINISTRATOR financial statements prepared by a certified public accountant or certified public accounting firm in accordance with generally accepted accounting principles.

Annual certified financial statements shall be submitted for CONTRACTOR's Rockwall operation and shall include a breakdown by service type, including all

emergency and non-emergency transports, any future annual subscription program (should one be implemented), public education activities and any other operations.

B. Quarterly Financial Statements. Quarterly income statements for the CONTRACTOR's operation under this Contract shall be provided to the ESC within sixty (60) days of the end of each calendar quarter. The income statements shall be in a format agreeable to the ESC and shall be certified by an independent third party Certified Public Accountant. The financial statements shall include reports of monthly and year to date payer mix, cash income and accounts receivable status. It is understood that the ESC may make these financial statements available to other parties as deemed appropriate.

The CONTRACTOR shall comply with other miscellaneous reporting requirements as may be specified by the ESC.

C. Document Review. The ESC Board or its designee shall have the right to access and inspect CONTRACTOR's books and records without prior notice. The Rockwall ESC Board or its designee shall have the right to access and inspect the books and records of CONTRACTOR's parent corporation substantially involved in a business relationship with CONTRACTOR. Any audit will be conducted at the expense of the ESC.

19. Quality Control

Quality control inspections or quality improvement processes shall not relieve CONTRACTOR of the responsibility and duty to maintain the equipment, facilities, personnel, and operations strictly in accordance with this Contract and in accordance with the highest standards in the ambulance industry, including applicable laws.

A. Vehicles, Equipment, and Facilities. In the interest of public safety and health and to review quality, the ESC appointed Medical Director or his/her designee, and/or the CONTRACT ADMINISTRATOR shall have the right to inspect CONTRACTOR's vehicles, equipment, and facilities at any time to ensure that they are properly stocked, equipped, and maintained.

B. Patient Care Reports. The ESC appointed Medical Director has the right to inspect patient care reports to ensure the quality of medical care. To facilitate this review, CONTRACTOR's personnel shall complete a patient contact report as specified by the ESC appointed Medical Director for all patients for whom care is rendered, regardless whether such patient is transported. CONTRACTOR agrees to make these records available to the ESC appointed Medical Director upon his/her request.

In accordance with all laws regarding patient confidentiality, to ensure that the ESC and ESC appointed Medical Director can conduct thorough quality improvement activities, the CONTRACTOR is required to provide the ESC appointed Medical Director with electronic copies of accurately completed patient contact forms including, but not limited to, correct name, address, date of birth, social security

number and signature of the patient or patient representative (or clearly stated reason why the patient is unable to sign) and sufficient information to appropriately document medical necessity. All electronically captured patient data that can be printed out, including but not limited to, EKG, pulse oximetry, capnography measurements of intubated patients, non-invasive blood pressure measurements, drugs administered, and administration times shall be included in the electronic dataset.

Upon Contract award, the CONTRACTOR will implement an Electronic Patient Care Reporting (ePCR) System with integration completed no later than January 31, 2018. The system will include transmission of patient care information to the system and will allow report retrieval capabilities for the ESC appointed Medical Director and CONTRACT ADMINISTRATOR; regular software and maintenance upgrades as they become available; and initial ePCR training for all ambulance personnel.

After the ePCR system is fully operational, Rockwall County area First Responder Organizations apparatus may be added to the system, with funding determined at that time.

C. Customer Satisfaction. The CONTRACT ADMINISTRATOR shall have the right to access and inspect information contained in the CONTRACTOR's complaint files, or other files or records collected or maintained for the purpose of determining customer satisfaction and/or quality control.

In addition to customer surveys and outgoing call center activities routinely conducted by the CONTRACTOR the ESC may require an ESC approved customer service survey(s). At least once each year, the ESC may request the CONTRACTOR to send a customer service questionnaire to designated patients or system stakeholders served during a period of up to one month. The CONTRACTOR must provide and send the questionnaire when requested by the ESC. The questionnaire may be sent along with the CONTRACTOR's bills for ambulance service.

20. Patient Care Personnel Certifications

The CONTRACTOR is responsible for ensuring that all its personnel hold valid State, local and other certifications and licenses at all times as required to meet the CONTRACTOR's responsibilities under this Contract. When on duty and in service, ambulances must be staffed by at least two (2) crew members. CONTRACTOR has proposed and ESC accepts that every attempt will be made by CONTRACTOR to staff all ambulances used in emergency 9-1-1 calls with two (2) Paramedics. EMT/EMT-Is will only be utilized when no other Paramedics are available for staffing. At no time will ambulances used in emergency 9-1-1 calls be staffed with less than one (1) Paramedic. Call-in ambulances will be utilized when all regularly scheduled ambulances are busy, to alleviate the use of Mutual Aid. Any change in this configuration will require discussion

with the ESC and its appointed Medical Director to secure approval from the ESC Board. In addition to these requirements, all personnel who provide patient care must hold other current and appropriate certifications, licenses and permits as required by the ESC appointed Medical Director.

21. Rights and Remedies Not Waived

The CONTRACTOR contracts and guarantees that the work herein specified shall be completed without further consideration than that provided for in this Contract; and that the acceptance of work herein and the consideration therefore shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Contract. In no event shall any action by the ESC constitute or be construed as a waiver by the ESC of any breach or default and shall in no way impair or prejudice any right or remedy available to the ESC with respect to such breach or default.

It is further agreed that no right or remedy granted herein or reserved to the ESC is exclusive of any right or remedy herein by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the ESC. Forbearance or indulgence by the ESC shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

22. Indemnification and Hold Harmless

CONTRACTOR covenants and agrees to indemnify and does hereby indemnify, hold harmless and defend the County of Rockwall ESC, its members, including Rockwall County, City of Rockwall, City of McLendon-Chisholm, City of Mobile City, Heath, and City of Fate, and the elected officials, employees, and agents of the ESC, Rockwall County, City of Rockwall, City of McLendon-Chisholm, City of Mobile City, City of Heath and City of Fate, including their elected officials and employees, agents, servants or employees from and against any and all claims for damages or injuries to persons or property of whatsoever kind or character, whether real or asserted, arising out of or incident to the operation of CONTRACTOR's ambulance service and all other of its operations arising under, or otherwise incident to, the provisions of this Contract; and CONTRACTOR hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during the term of this Contract, arising out of or by reason of the operation of its ambulance service and all other of its operations arising under or otherwise incident to the provisions of this Contract which arise in whole or in part from the negligence of CONTRACTOR, provided however, that ESC is responsible for ESC's negligence, if any, except as provided below. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect the ESC of Rockwall from the consequences of the CONTRACTOR's negligence. Also, it is the express intention of the parties hereto that the indemnity by CONTRACTOR is to protect the ESC and its members including Rockwall County, City of Rockwall, City of McLendon-Chisholm, City of Mobile City, City of Heath and City of Fate, and the elected officials, employees, and agents of the ESC, Rockwall County, City of Rockwall, City of

McLendon-Chisholm, City of Mobile City, City of Heath and City of Fate from the consequences of the ESC's own negligence in the event ESC or ESC's employees, officers, officials or agents actions are under the direction of CONTRACTOR or CONTRACTOR's employees, officers, officials or agents. Also, it is understood by CONTRACTOR that such indemnity by CONTRACTOR is to indemnify and protect the ESC from any liability, claims, suits, losses, damages or causes of action due to CONTRACTOR's negligence, error or omission, provided that nothing contained herein shall be construed to create liability against CONTRACTOR, its officers, directors or employees, if it is determined by a Court or jury, as the case may be, that CONTRACTOR, its officers, directors or employees were not negligent in any way. Notwithstanding anything to the contrary which may be contained herein, the provisions of this "Indemnification and Hold Harmless" paragraph shall not apply to claims, suits, judgments, losses, damages, causes of action or liabilities which arise from or are the result of acts, errors or omissions committed after the ESC has exercised its "step-in rights" pursuant to the provisions of this Contract and the Contingent Lease Agreement executed by the parties unless due to the negligence of CONTRACTOR or CONTRACTOR's employees, officers, officials or agents.

23. Insurance and Proof of Insurance

A. Insurance. CONTRACTOR at its own expense shall purchase, maintain and keep in force insurance which meets or exceeds requirements as set forth in its proposal which will protect it and the ESC from claims which may arise out of or result from CONTRACTOR's operations under the Contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of them may be liable:

1. Commercial General Liability**.** $1,000,000.00 per occurrence, $1,000,000.00 products/completed operations and $2,000,000.00 general aggregate for bodily injury, personal injury, and property damage. This policy shall have no coverages removed by exclusions.

2. Automobile Liability. $1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

3. Workers' Compensation and Employers' Liability**.** Will be provided within statutory Employers' Liability policy limits for each accident, but no less than a $1,000,000.00 policy limit.

4. Professional Liability. Covering the services to be provided under this Contract in the amount of $1,000,000.00 per occurrence with a minimum $2,000,000.00 annual aggregate shall be maintained at all times during the term of the Contract.

a. If coverage is provided on a “claims made” basis, extended period or “tail” coverage shall be provided for a minimum of one (1) year after the expiration date of the Contract.

b. Coverage may be provided through a surplus lines insurance company duly authorized by the Texas State Board of Insurance.

5. Excess Liability. $1,000,000.00 coverage over all underlying liability policies.

6. The ESC, including its member jurisdictions’ officials, employees and volunteers shall be named as additional insureds on all applicable policies and each policy shall be endorsed with a waiver of subrogation in favor of the ESC. Required endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf.

7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the ESC.

8. Insurance shall be placed with insurers having a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.

9. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the ESC, including its member jurisdictions’ officials, employees and volunteers for losses arising from the activities under this Contract.

B. Certificate of Insurance. At all times during this Contract, CONTRACTOR shall file with the CONTRACT ADMINISTRATOR valid Certificates of Insurance acceptable to the ESC, naming the ESC and the ESC’s EPAB (Emergency Physician Advisory Board) and its members, if one is formed, as additional insureds in the amounts and coverages stated above and providing a waiver of all rights of subrogation as listed above.

The parties recognize that it may be impossible or commercially unreasonable for CONTRACTOR to purchase an "occurrence" malpractice policy. If it is not possible to purchase such insurance, CONTRACTOR may purchase "claims made" coverage upon the condition that it also purchases coverage for the four (4) years next following the termination or expiration of this Contract which covers claims made during those four (4) years for actions which occurred during the Contract period.

24. Independent CONTRACTOR

It is expressly understood and agreed by all parties hereto that CONTRACTOR is an independent CONTRACTOR in its relationship with the ESC. Nothing herein contained shall in any manner at any time be construed to: (1) effect an agreement of partnership or joint venture, or (2) render any party hereto the employee or master of any other party and/or its employees, agents, or representatives.

25. Equipment and Vehicle Sublease Agreements

A. Step-In Rights. In order for the ESC to exercise Step-In-Rights under the terms of this Contract, CONTRACTOR will allow a 90-day period of emergency use and maintain a Contingent Lease Agreement, substantially in the form of Exhibit D, which is incorporated herein for all purposes. The System Assets shall be subject to the Step-In-Rights.

The System Assets include:

1. All ESC provided equipment such as radios;
2. The Ambulances assigned to the exclusive CONTRACT;
3. All onboard medical equipment including, but not limited to, cardiac monitors, infusion pumps, ventilators, and all equipment to maintain state and contract compliance;
4. Electronic Patient Care Records equipment;
5. Supplies and inventory on the vehicles and a reasonable provision for resupply;
6. Any necessary access to Contractor's dispatch system to assure uninterrupted service;
7. Access to personnel for the purposes of interviews by a successor organization
8. Any Interfaces or other arrangements used to transfer calls.
9. Copies of all Mutual Aid and subcontractor contracts or agreements in place at the time of default.

B. Vehicle and On-Board Equipment Arrangement. The CONTRACTOR may choose to hold title to or lease vehicles and on-board equipment.

If CONTRACTOR holds title to its vehicles and on-board equipment, CONTRACTOR must provide a plan whereby the ESC, at its discretion, can assume immediate control of the ambulances and on-board equipment in the event of breach of Contract, CONTRACTOR-declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, unforeseen cessation of operations, or termination of Contract for whatever reason.

If the vehicles and on-board equipment are leased, CONTRACTOR must provide a plan whereby the ESC is a party to the lease so that immediate control of the

vehicles and on-board equipment can be exercised by the ESC, at its discretion, in the event of breach of Contract, CONTRACTOR-declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, or other unforeseen cessation of operations.

It is understood between ESC and CONTRACTOR that any Equipment and Vehicle Sublease Agreements shall also be entered into for future rolling stock purchases and other durable medical equipment. These agreements may be modified in the future by mutual written consent of the parties; however, it shall be a requirement of each lease that if the ESC exercises its "step-in-rights" under this Contract, or in the event of the termination or expiration of this Contract, both the vehicles and the equipment shall be transferred to and assumed by the ESC. If ESC selects a successor CONTRACTOR, provisions shall be made for the ESC to transfer both the vehicles and equipment to the ESC-selected CONTRACTOR.

The desired plan shall be subject to the review and approval of the ESC's legal counsel. The executed ownership or lease instrument shall be maintained by CONTRACTOR and copies provided to the ESC.

26. Mutual Aid

The CONTRACTOR will establish and maintain reasonable and effective written mutual aid agreements with surrounding municipalities, corporations, and other appropriate entities. All mutual aid providers must provide substantially equivalent medical services, and each agreement must be approved by the ESC appointed Medical Director and the ESC. These agreements shall differentiate between disaster aid and aid requested due to system overload. When the CONTRACTOR is asked to send disaster-related mutual aid outside of the ESC service area, the CONTRACTOR shall notify the CONTRACT ADMINISTRATOR at the time it is sending such aid. The CONTRACTOR shall supply an adequate number of unit hours to ensure uninterrupted service to the ESC service area without relying on mutual aid provided for routine emergency responses. This may include calling in additional crews to staff the ESC service area. The CONTRACTOR will request aid from the mutual aid provider(s) that can respond by ambulance to the necessary location in the least amount of time. CONTRACTOR's ambulances shall not be dispatched on mutual aid responses if doing so would reasonably compromise the CONTRACTOR's ability to provide emergency services within the ESC service area in compliance with the terms of this contract. The CONTRACTOR will be held accountable for the performance, including response times, of any mutual aid provider used.

CONTRACTOR will provide a monthly report to the ESC Board describing the mutual aid given and received by the CONTRACTOR. If upon annual review the ESC finds that the CONTRACTOR receives significantly more mutual aid than it provides, thereby avoiding staffing and expense, the ESC may require the CONTRACTOR to enter into negotiations, facilitated by the ESC, to compensate any provider for excess mutual aid. The purpose of this is to preserve mutual aid services that benefit the ESC without asking

another jurisdiction or EMS provider to effectively subsidize the CONTRACTOR or the Rockwall EMS System.

27. Emergency Physicians' Advisory Board Fee

The CONTRACTOR will provide funding for the ESC appointed Medical Director and an Emergency Physicians' Advisory Board (EPAB), through an annual budget set by ESC Board resolution. The option for creation of an EPAB is hereby automatically incorporated into this Contract for all purposes. Increases and decreases in the EPAB budget may cause proportionate (when adjusted for collection rates) increases and decreases in the rate charged by the CONTRACTOR as approved in accordance with this Contract. Any change in this rate must be approved by ESC Board resolution. It is the specific intent of this provision that the reasonable and direct cost of providing medical direction be passed through and funded by user fees. Adjustment to the current rate will consider the then current EPAB budget and the CONTRACTOR's actual collections.

28. Medical Authority

The CONTRACTOR agrees to continuously meet requirements specified in the Texas Administrative Code (Title 25 Part 1 Chapter 157 Subchapter C Rule §157.39. Comprehensive Clinical Management Program Approval) rules for operation, patient treatment protocols, radio and telephone protocols, dispatch protocols and other protocols, policies and/or procedures both currently in force and subsequently promulgated by the ESC appointed Medical Director. The CONTRACTOR agrees to train and certify personnel, and implement medical innovations as required by the ESC appointed Medical Director. The CONTRACTOR agrees to respond in a timely manner to requests for reports and other inquiries made by the ESC appointed Medical Director.

The Contractor will follow the On Scene Medical Authority standards and the Procedures for Scene Management found in the system's Medical Protocols.

29. Equal Opportunity and Affirmative Action

CONTRACTOR, in performing under this Agreement, shall not discriminate against any worker, employee or applicant for employment, on the basis of race, color, religion, age, sex, national origin, disability, or any other protected class.

CONTRACTOR will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, disability, or any other protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, as well as access to all facilities necessary for any of the above.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that this clause will be incorporated into all contracts entered with suppliers of materials or services, CONTRACTORS and subcontractors and all labor organizations furnishing skilled, unskilled and craft union-skilled labor, or who may perform any such labor or services in connection with this Agreement.

30. Use of ESC Facilities

CONTRACTOR may request the assistance of the CONTRACT ADMINISTRATOR to negotiate use of ESC member entity's facilities to locate ambulances and crews. Such approval shall be subject to execution of appropriate use agreement(s) between the CONTRACTOR and the ESC entity(ies) and the following conditions:

A. The ESC entity shall have the right to review and approve any location use requests submitted by the CONTRACTOR.

B. No modifications, changes or remodeling of any ESC member jurisdiction's facility will occur without the approval of that jurisdiction.

C. All costs associated with location, accommodation, modifications, changes, remodeling, or any other expense will be borne solely by CONTRACTOR.

D. The CONTRACTOR agrees that its employees shall abide by all applicable ESC and member jurisdiction's facility rules and regulations.

31. Education

The CONTRACTOR will share responsibilities with the First Responder Organizations for developing and teaching continuing education units/classes (CEUs) necessary for recertification/re-licensure of all EMS personnel.

A. FRO Training will be provided at each FRO organization's location on at least a quarterly basis on each of the three shifts. Members of other FRO organizations may attend any training session.

B. First Responders training shall include, at a minimum, continuing education classes and topics relevant to the improvement of emergency medical care and the level of certification of the FRO's employees/members. CONTRACTOR will support the efforts and modify training in the event the FRO seeks a higher level of certification.

C. CONTRACTOR represents that it will provide more than 200 hours of education/community service a year to the citizens of the County and will maintain that level of education.

- **CPR Instruction** - The CONTRACTOR shall offer American Heart Association community training programs in CPR instruction to the general public and schools.

- **School Presentations** - The CONTRACTOR shall create and provide educational presentations specifically targeting school aged children to ensure that each age group leaves with a better understanding and appreciation for EMS. In addition, each year the Shattered Dreams simulation is performed by the local school district(s), and the CONTRACTOR shall participate by providing necessary equipment and staffing.

D. National Incident Management System (NIMS) Compliance. The CONTRACTOR commits to ensure that all of its employees will have successfully completed the NIMS 100 and 700 training course; and that all persons newly employed personnel will successfully complete said training within thirty (30) days of completing the New Employee Orientation Program.

The CONTRACTOR commits that all of its leadership staff will have successfully completed the NIMS 100, 200, 300, 400, and 700 and 800 training courses.

32. Special Events, Mass Gatherings and Other EMS Stand-by Coverage

The CONTRACTOR is **encouraged** to provide ambulance coverage for special events hosted by community service-oriented organizations. The CONTRACTOR is **required** to provide dedicated ambulance coverage for special events and mass gatherings hosted by ESC entities.

A. Stand-by Coverage for Public Safety Personnel. Upon request by ESC related law enforcement, fire or dispatch personnel, the CONTRACTOR shall furnish standby coverage at emergency incidents involving a potential danger to on scene personnel or the general public at no charge to the ESC or its member agencies/entities. Once it has arrived at an incident, the on-scene transport capable ambulance shall not be removed from the incident until released by the Incident Commander.

B. Coverage for Special Events and Mass Gatherings.

1. Ambulance Stand-by. Ambulances providing emergency medical standby coverage at an event to which they are dedicated shall be available for responses only at the event to which they are dedicated and shall not be included in the count of ambulances available for responses ESC-wide. Such ambulances shall be visible to the ESC authorized CAD systems, dispatched to reflect this status, upon arrival report "ambulance arrived on scene" and upon conclusion the dispatcher shall denote such in the CAD, as for any other response.

2. EMS Personnel Only Standby. For private events, the CONTRACTOR may provide standby coverage without an ambulance utilizing one or more Paramedics or a Paramedic and either an EMT-Intermediate or EMT.

3. Public Relations at Special Events. Ambulances or CONTRACTOR personnel may be assigned to special events primarily for providing public relations or education. Such ambulances may be dedicated strictly to the event or, if the nature of the event allows the ambulance rapid egress, may simultaneously be available for responses ESC-wide. Ambulances assigned to special events for public relations purposes shall be visible to the ESC authorized CAD, upon arrival report "ambulance arrived on scene", and upon conclusion the dispatcher shall denote such in the CAD, as for any other response. The CONTRACTOR shall report these activities monthly on a Public Relations Activities and Community Service Events report.

4. Revenue From Standbys. The CONTRACTOR may provide private ambulance and Paramedic/Paramedic, Paramedic/EMT-I or Paramedic/EMT standbys to community service organizations with or without billing for the service. If billing for a standby within an exclusive area, the charge shall be equal to the rate approved by the ESC for standby services as reflected in Exhibit C. Standbys for which the CONTRACTOR does and does not charge shall be subject to the reporting process as required through the CONTRACT ADMISTRATOR. Documentation of revenue from standby services shall be reported with the annual financial statements and shall be listed separately from other sources of revenue.

5. Failure to provide prearranged paid standby services for special events and mass gatherings to community service organizations within the ESC's service area, unless specifically exempted in advance by the CONTRACT ADMINISTRATOR, may constitute a breach of Contract.

6. CONTRACTOR shall establish a procedure for both ESC member entities and private organizations to arrange for standby EMS services. This should include a policy, phone number, website access and/or other venues for requesting such services. The website shall provide online submission of requests for standby special events coverage.

7. Charges for standby services in the service areas must be billed at the ESC approved standby rate as reflected in Exhibit C.

33. Disaster Assistance and Response

The CONTRACTOR shall be actively involved in planning, in cooperation with the Rockwall County Office of Emergency Management, for and responding to any declared disaster in the ESC service area. Both a Countywide Mass Casualty Incident Plan and the Emergency Disaster Plan following ICS guidelines have been developed. In the

event a disaster within the ESC service area or a neighboring jurisdiction is declared, normal operations shall be suspended, and CONTRACTOR shall respond in accordance with the countywide disaster plan. The CONTRACTOR shall use best efforts to maintain primary emergency services and may suspend non-emergency service as necessary. During a period of declared disaster by the Rockwall County Judge, the ESC Board will not impose performance requirements and penalties for response times.

The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be meticulously tracked and submitted to the appropriate agencies for cost recovery in accordance with TX Division of Emergency Management and/or FEMA (Federal Emergency Management Agency) guidelines. Such marginal costs shall not include costs for maintaining normal levels of service during the disaster but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. The ESC will provide all reasonable assistance to the CONTRACTOR in recovering these costs; however, the ESC shall not be responsible for payments (or non-payments) to the CONTRACTOR.

A. Participation in Disaster Planning. The CONTRACTOR will continuously remain an active member of all required disaster planning groups and disaster-related training exercises within the ESC service area.

B. Funding Support. The CONTRACTOR will search for grant funding that may benefit disaster response in and around the ESC service area. Upon Contract award, the CONTRACTOR will initiate work to attempt to secure grant funding for cardiac and stroke initiatives for the ESC service area and member public safety agencies and local healthcare facilities.

34. Supplies and Equipment

A. Medical Supplies. Except for scheduled medications, the CONTRACTOR, upon request from an FRO, shall replenish all like disposable medical supplies used by Rockwall ESC service area first responders during patient care at no cost to the requesting FRO.

It is expressly understood that that CONTRACTOR shall not seek or accept replenishment of medical supplies from local area hospitals and related facilities within the ESC service area without reasonable payment covering the actual undiscounted price of such supplies purchased from any hospital or healthcare organization. Any contract under this provision shall be subject to review by the ESC.

B. Medical Equipment and Maintenance. The CONTRACTOR shall provide best efforts to standardize and support cardiac monitoring and other clinical equipment in service with ESC area-wide First Responder Organizations.

C. Medical Waste Disposal. CONTRACTOR will subcontract with an agency appropriately qualified to collect, transport and dispose of all medical waste generated by the Rockwall EMS system. CONTRACTOR shall take all necessary precautions to ensure that its subcontractor follows all applicable rules and regulations pertaining to proper disposal of medical waste.

35. Return of ESC Area First Responders to Stations

Following assistance during patient transport to a hospital, the CONTRACTOR will be responsible for returning first responders to their stations or apparatus.

A. Transports with Rockwall Destinations.

1. If a First Responder Department's apparatus does not follow the ambulance to the hospital, CONTRACTOR's shift supervisor will immediately respond to that hospital and pick up the first responder, or the supervisor may permit the ambulance to return the first responder to the station or apparatus.

B. Transports with Destinations Outside of the Service Area.

1. If the system's status and station location permits, the ambulance will be out of service until the first responder is returned to the station or apparatus.

2. If the system's status is low, the ambulance will become available upon entering the ESC service area. At the First Responder Organization's discretion the ambulance will return the first responder to the closest fire station or a mutually agreed upon point where the first responder can be picked up by an apparatus, First Responder Department Supervisor, or the CONTRACTOR's supervisor.

C. Option To Use an Alternative Transportation Method. In all circumstances, first responders have the option of requesting an alternative transportation method instead of waiting for the ambulance to clear the hospital. Any expense incurred as a result will be paid by the CONTRACTOR.

36. Location of Execution and Performance Venue

This Contract shall be performed in the Rockwall County ESC Service Area and neighboring areas of Texas. This Contract shall be governed and interpreted by the laws of the State of Texas, the regulations promulgated thereunder and the ordinances and Commissioner's Court Orders of the appropriate jurisdictions in Texas. The parties agree that venue shall lie concerning any dispute involving this Contract in Rockwall County, Texas.

37. Successors and Assigns

This Contract is not intended, nor shall it be construed to inure to the benefit of any third person or entity not a party hereto and no right, duty or obligation of the Contractor under this Contract shall be assigned to any person, private association or corporation, not-for-profit corporation or public body, without the prior written consent of the ESC, except pursuant to Mutual Aid Contracts or Disaster Assistance, or as specifically provided for herein. Any change in Contractor's ownership shall, for purposes of this Contract, be considered a form of assignment. The ESC shall not unreasonably withhold its approval of a requested change in ownership so long as the transferee is of comparable experience to provide the services at the performance levels outlined in this Contract.

38. Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

39. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

40. Construction of Contract

Both parties have participated fully in the review and revision of this Contract. Any rule of construction directing that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Contract.

41. Sole Agreement

This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter unless specifically described herein.

42. Notices

Unless specified otherwise in this Contract, all notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States certified mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified

in writing by the other party at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for ESC or ESC's CONTRACT ADMINISTRATOR, to:

Jarod Rosson, Emergency Management Coordinator
ESC (Ambulance) CONTRACT ADMINISTRATOR
Rockwall County Emergency Management Coordinator
Rockwall County Sheriff's Office
972 T.L. Townsend
Rockwall, TX 75087
jrosson@rockwallcountytexas.com

If intended for CONTRACTOR, to:

Medic Rescue, Inc.
ATTN: Mitch Ownby
809 S. Goliad St.
Rockwall, TX 75087
mownby@rockwallems.com

With MANDATORY COPY to:

Rockwall ESC Assistant Board Secretary
C/o: Kristy Teague, City of Rockwall
385 S. Goliad St.
Rockwall, TX 75087
kteague@rockwall.com

43. Other Regulatory Matters

A. Compliance. The parties will comply with all applicable federal and state laws and regulations including, the federal Anti-kickback and HITECH statutes. No funds earmarked in this Contract shall be used by the ESC in a manner that may violate 42 U.S.C. Section 1320a-7b and the ESC represents that any funds or in-kind services that it receives under this Contract for services provided to the CONTRACTOR are at or below the costs to provide those services.

B. Compliance Program and Code of Conduct. CONTRACTOR shall make available a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time to time. CONTRACTOR warrants that its personnel shall comply with CONTRACTOR's compliance policies, including training related to the Anti-kickback Statute.

C. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as

identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

D. Referrals. It is not the intent of either party that any remuneration, benefit, or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this 1st Amendment to the Amended Ambulance Contract this 29th day of July, 2026 with the same being the effective date of.

COUNTY OF ROCKWALL, TEXAS EMERGENCY SERVICES CORPORATION (ESC)

_____

Frank New, ESC Board President

ATTEST:

_____

Kristy Teague, ESC Assistant Board Secretary

MEDIC RESCUE, INC (DBA ROCKWALL COUNTY EMS)

	ATTEST:
_____	_____
Tim Wolf, President	Kristy Teague, ESC Asst. Board Sect.
	ATTEST:
_____	_____
Mitch Ownby, Vice President	Kristy Teague, ESC Asst. Board Sect

THE STATE OF TEXAS §

ESC Acknowledgment

COUNTY OF ROCKWALL §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **ESC**, a local government corporation of Rockwall County, Texas, and as the Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

_____
Notary Public in and For
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

STATE OF TEXAS §

CONTRACTOR Acknowledgment

COUNTY OF ROCKWALL §

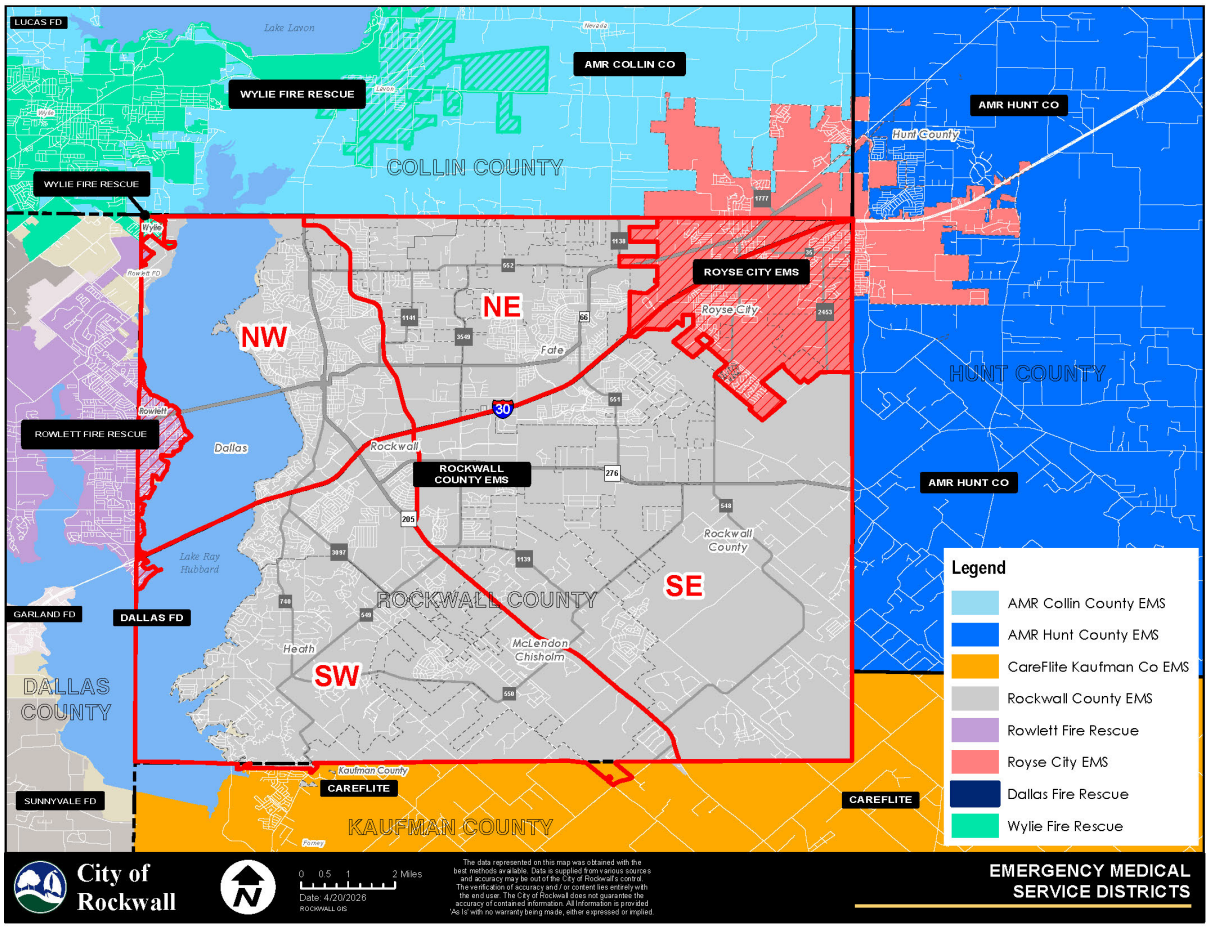
BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a duly authorized corporation doing business as _____ and as President thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

_____
Notary Public In and For
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

Exhibit A. Response Zones Map



This map is subject to at least an annual update.

Exhibit B. Ambulance Fleet

Vehicle Information

MICU	Year, Make, Model	VIN
MICU 49	2026 FORD E-450	1FDXE4FN4TDD33949
MICU 48	2024 FORD F-450	1FDUF4GN0REC00106
MICU 47	2022 FORD F-450	1FDUF4GN1NDA17555
MICU 46	2022 CHEVY 3500	1GB3WSE71NF244889
MICU 45	2022 CHEVY 3500	1GB3WSE73NF228404
MICU 44	2019 FORD E-450	1FDXE4FS2KDC66448
MICU 43	2019 FORD E-450	1FDXE4FS5KDC43178
T01	2017 FORD TRANSIT	1FDYR2CM5HKA15429
T02	2022 FORD TRANSIT	1FDBR1CG3NKA62433
T03	2022 FORD TRANSIT	1FDBR1CG1NKA31858
T04	2023 FORD TRANSIT	1FDBR1CG3PKA41195
M80	2021 FORD F-150	1FTFW1E50MKD02160
M81	2021 FORD F-150	1FTFW1E50MKD02126

This is the fleet as of the execution date of this Amended Contract, and it is subject to change/be updated.

Exhibit C. Rates for Services

Rate Description	Rate Amount
BLS Non-Emergency Emergent Transport	$1,570.75
BLS Emergency Emergent Transport	$1,570.75
ALS 1 Non-Emergency Emergent Transport	$1,704.65
ALS 1 Emergency Emergent Transport	$1,704.65
ALSA-2 Comprehen Transport	$2,214.50
SCTSpecialty Care Transport	$3,850
Mileage	$29.36
Paid Standbys per hour	$225
Public Safety Standbys	$0

The rates shown above are in place as of the execution date of this amended contract and are subject to change.

Exhibit D. Contingent Lease Agreement

THE STATE OF TEXAS

CONTINGENT LEASE AGREEMENT

COUNTY OF ROCKWALL

THIS CONTINGENT LEASE AGREEMENT ("Agreement") is entered into as of this ____day of _____, _____ between the **ROCKWALL COUNTY EMERGENCY SERVICES CORPORATION BOARD,** a local government corporation of the State of Texas ("Lessee"), and **Medic Rescue, Inc./DBA Rockwall County EMS,** hereafter referred to as "Lessor" or "CONTRACTOR."

WHEREAS, Lessor and Lessee have entered into a Contract for ambulance services ("Contract"), which is incorporated herein for all purposes, which contemplates that the parties would enter into a mutually agreed upon arrangement to facilitate Lessee's "step-in rights" as described in the Contract; and

WHEREAS, in the event of "step-in", Lessor desires to lease certain ambulances and certain items of equipment (collectively "Equipment") specified the CONTRACT attached hereto and incorporated herein for all purposes, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Agreement and based on the Contract; and

WHEREAS, there are no existing security interests or other encumbrances on the Equipment; and

WHEREAS, Lessor and Lessee agree that this Contingent Lease Agreement shall become effective and the Lessee shall lease the Equipment only upon occurrence of the contingency provided in Section 3 hereof in the event of exercise of step-in rights in accordance with the Contract,

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Agreement to Lease. That all matters stated above are found to be true and correct and are hereby incorporated into the body of this Agreement as if copied herein in their entirety. This Agreement sets forth the terms and conditions upon which Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment specified identified as Systems Factors of production within the CONTRACT which shall be updated on a regular basis as provided in the CONTRACT.

2. Acceptance. Lessor warrants that the Equipment complies in all respects with the terms and provisions of the Contract. Lessee hereby accepts the Equipment for lease upon and subject to the terms and conditions of this Agreement "as is" and

Lessee hereby agrees to be fully and completely bound by each and all of the terms and conditions hereof.

3. Lessee's Performance Rights and "Step-In Rights". This Agreement shall be contingent and effective solely upon the determination by the Rockwall County Emergency Services Corporation Board that a Major Breach as defined in the Ambulance Contract has occurred and Lessee's "step-in rights" or "performance rights" are activated in accordance with the Contract. Once "step-in rights" are activated by Lessee by delivery to Lessor of a certificate from the CONTRACT ADMINISTRATOR of Lessee certifying that a majority vote of the ESC board members has been made to effectuate an immediate "step-in" or takeover by Lessee pursuant to of the Contract, then Lessee shall have the option, at its sole discretion to take possession and control of the Equipment subject to the terms and conditions of this Agreement.

4. Rent, Lease Term and Renewal. Upon Lessee exercising its performance rights, Lessee shall have the use of the identified assets for a period of 60 days and part of the liquidated damages in the contract and thereafter pay Lessor or Lessor's assignee or successor monthly rent for the Equipment in an amount equal to the fair market monthly rental value of the Equipment ("Rental Payment"), less any offset for amounts due from Lessor to Lessee under the Contract. One such Rental Payment shall be due and payable during the term of this Agreement on or before the first day of each calendar month succeeding the calendar month in which Lessee exercises its performance rights; provided that in the event the term hereof shall end during a calendar month or a subsequent sublease shall be executed, the rent for any fractional calendar month preceding the end of the term of this Agreement or the effective date of the subsequent sublease agreement, as applicable, shall be prorated by days. In addition, Lessee shall pay rent for the fractional calendar month in which Lessee exercises its performance rights prorated by days commencing with the day Lessee takes possession and control of the Equipment. The term of this Agreement ("Lease Term") shall commence on the exercise of Lessee's performance rights hereunder and shall continue for the same period of time as the Contract, unless sooner terminated pursuant to the provisions hereof. The amount of the fair market monthly rental value ("FMMRV") of the Equipment shall be determined by agreement of the Lessor and Lessee. In the event Lessor and Lessee cannot agree upon the fair market monthly rental value of the Equipment within three (3) months of the date when the initial Rental Payment amount or any subsequent adjusted Rental Payment amount becomes due ("Agreement Date"), the fair market monthly rental value of the Equipment shall be determined by the following appraisal process: within ten (10) days after the FMMRV Agreement Date, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party; within twenty (20) days after the FMMRV Agreement Date, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the FMMRV of the equipment and shall submit in writing their determination to both parties within thirty (30) days of the FMMRV Agreement date. The three (3) appraisers' determination of the FMMRV of the Equipment shall be binding upon both Lessor and Lessee when approved by the BOARD.

5. Payment of Rent. The Rental Payments and any other payments under this Agreement shall be payable only from the current revenues of Lessee or any other funding source Lessee should choose and shall be made to Lessor or to Lessor's assignee or successor at Lessor's address shown on the signature page hereof, or at

such other address as Lessor or Lessor's assignee may designate, in immediately available funds in such coin or currency of the United States of America or other medium of exchange which at the time of payment shall be legal tender for the payment of public and private debts.

6. Non-appropriation of Funds. In the event funds are not budgeted and appropriated in any fiscal year of Lessee for Rental Payments due under this Agreement for the then current or succeeding fiscal year of Lessee, this Agreement shall impose no obligation on the Lessee as to such current or succeeding fiscal year of Lessee and this Agreement shall become null and void. No right of action or damage shall accrue to the benefit of Lessor, its successors, or assignees, for any further payments. If the provisions of this are utilized by Lessee, Lessee agrees to promptly notify Lessor or Lessor's assignee within a reasonable amount of time that funds are not budgeted and appropriated, and to immediately and peaceably surrender possession of the Equipment to Lessor or Lessor's assignee or the appropriate entity. In all events, Lessee shall pay Rental payments for each month the Equipment is utilized by the Lessee or an agent of the Lessee.

7. Purchase Option. In the event Lessee has exercised its performance rights upon thirty (30) days prior written notice from Lessee to Lessor ("Purchase Option Notice"), and provided there is no Event of Default (as defined herein) or Incipient Default (as defined herein) then existing Lessee shall have the right to purchase the Equipment by paying to Lessor, on such date, the Rental Payment then due together with an amount equal to the then Fair Market Value ("Concluding Payment") of the Equipment, Fair Market Value of the Equipment shall be determined by agreement of the Lessor and Lessee. In the Purchase Option notice from the Lessee to the Lessor, the Lessee shall indicate what Lessee believes the Concluding Payment amount should be within ten (10) days after receipt of the Lessee's Purchase Option notice. Lessor shall notify Lessee in writing if Lessor disagrees with the Lessee's Concluding Payment amount as specified in the Lessee's Purchase Option notice ("Lessor's Response Notice"). In the event Lessor fails to deliver Lessee's Response Notice within ten (10) days after Lessor's receipt of the Lessee's Purchase Option notice, Lessor shall be obligated to sell the Equipment to Lessee for the Rental Payment then due together with the Concluding Payment amount set forth in Lessee's Purchase option notice. In the event Lessor delivers the Lessor's Response Notice in a timely fashion, then within ten (10) days after Lessee's receipt of Lessor's Response Notice, each party shall select an appraiser and submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after Lessee's receipt of Lessor's Response Notice, the two (2) appraisers so selected by the parties shall select a third appraiser, and the three (3) appraisers shall determine the fair market value of the Equipment and shall submit in writing, their determination to both Lessor and Lessee. Such determination by the three (3) appraisers of the fair market value of the Equipment shall be the Concluding Payment amount and shall be binding upon Lessor and Lessee. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor shall warrant the Equipment is free and clear of any liens created by Lessor. Documentation verifying that any Equipment is free and clear of any liens created by Lessor will be provided to Lessee promptly.

8. Statement of Lease. This Agreement shall constitute a lease of personal property, and Lessee agrees to take all action necessary or reasonably requested by Lessor or Lessor's assignee to ensure that the Equipment shall be and remain personal

property. Lessee shall, at its expense, protect and defend the interests of Lessor or Lessor's assignee in the Equipment against all third party claims as a result of Lessee's negligent act, keep the Equipment free and clear of any mortgage, security interest, pledge, lien, charge, claim or other encumbrance (collectively, "Lien"), except any Lien arising solely through acts of Lessor or Lessee's assignee ("Lessor's Lien"); give Lessor or Lessee's assignee immediate notice of the existence of any such Lien; and defend Lessor or Lessor's assignee against any claim, liability, loss damage or expense arising in connection with any of the foregoing.

9. Use. The Equipment set out in Contract which is incorporated herein for all purposes may be subleased to a sublessee for use and operation pursuant to the Contract. The Equipment will be used for providing ambulance services to the Lessee and operated by Lessee and any sublessee in the ordinary conduct of their business by qualified employees and agents of Lessee and of any sublessee and in accordance with all applicable manufacturer and vendor instructions as well as with all applicable legal and regulatory requirements. Lessee shall not change, or permit any sublessee to change, the location of any of the Equipment from Rockwall County, Texas without obtaining Lessee's or Lessee's assignee's prior written consent.

10. Maintenance and Alterations. Lessee and any sublessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter and keep in effect during the Lease Term those maintenance agreements with respect to the Equipment required by this Agreement or hereafter required by Lessor or Lessor's assignee. Lessee shall, at its expense, make such alterations ("Required Alterations") to the Equipment during the Lease Term as may be required by applicable legal and regulatory requirements. In addition, Lessee may at its expense, without Lessor's consent, so long as no Event of Default or event which with the passage of time or giving of notice or both, would constitute an Event of Default ("Incipient Default"), has occurred and is continuing, make alterations ("Permitted Alterations") to any of the Equipment which do not impair the commercial value or originally intended function or use of such Equipment and which are readily removable without causing damage to such Equipment. All Required Alterations and Permitted Alterations, if any, shall be made only if permitted by applicable laws and only if made in conformance with applicable laws. Any Permitted Alterations not removed by Lessee prior to the return of such Equipment to Lessor or Lessor's assignee, and all Required Alterations, shall immediately without further action become the property of Lessor or Lessor's assignee and part of such Equipment for all purposes of this Agreement. Other than as provided in this Section hereof, Lessee may make no alterations to any of the Equipment. Any prohibited alterations to any of the Equipment shall, at Lessor or Lessor's assignee's election, immediately become the property of Lessor or Lessor's assignee without further action and without Lessor or Lessor's assignee thereby waiving any Incipient Default (as defined herein) or Event of Default (as defined herein).

11. Return. Unless Lessee elects to exercise its purchase option as provided in this Contingent Lease Agreement hereof, at the expiration or earlier termination of the Lease Term, Lessee shall, at its expense, return such Equipment to Lessor or

Lessor's assignee at Lessor's Rockwall address unless otherwise agreed in writing by Lessee and Lessor.

12. Identification. Lessor shall, at its expense, place and maintain permanent markings on the Equipment evidencing ownership, security and other interests therein, as specified from time to time by Lessor or Lessor's assignee. Lessee shall not place or permit to be placed any other markings on any Equipment which might indicate any ownership or security interest in such Equipment. Any markings on any Equipment not made at Lessor's or Lessor's assignee's request shall be removed by Lessee, at its expense, prior to the return of such Equipment to Lessor or Lessor's assignee in accordance with this Section of this Contingent Lease Agreement entitled "Return" hereof.

13. Inspection. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor or Lessor's assignee or the agents of Lessor or Lessor's assignee for inspection during regular business hours at the location of such Equipment. Lessee acknowledges that at the time of "step-in", if any, Lessee or its agents will fully inspect the Equipment and verify that the Equipment is in good condition and repair and that the Lessee will accept the Equipment as is in accordance with this Contingent Lease Agreement at the paragraph entitled "Acceptance".

14. Lessee Sublease or Assignment. Lessee and Lessor agree that Lessee has the right to sublease the Equipment pursuant to a sublease agreement as Lessee's sole discretion may hereafter determine. Lessee shall further have the right, in the event of termination of any sublease agreement, or termination of a subsequent sublease agreement, to sublease the Equipment under the terms and conditions as Lessee shall determine to another sublessee. If Lessor fails to perform under the terms of this Contingent Lease Agreement or the Contract then Lessor's approval of a sublessee shall not be required. If Lessee elects not to exercise its performance rights or fails to budget and appropriate funds as provided in the paragraph of this Contingent Lease Agreement entitled "Non-Appropriation of Funds" hereof, this Contingent Lease Agreement shall terminate automatically in accordance with Section 6 hereof entitled "Non-appropriation of Funds".

15. Lessor Assignment. Lessor or Lessor's assignee may from time to time, after prior written approval of Lessee, which approval shall not be unreasonably withheld or delayed, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this Agreement, or any of its interests, rights or obligations with respect thereto, including without limitation any Rental Payment and any other sums due or to become due under this Agreement, to one or more persons or entities (hereinafter referred to as "Assignee"). Each Assignee shall have, to the extent provided in any Transfer document, all of Lessor's rights, powers, privileges and remedies provided at law, equity or in this Agreement.

16. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment Lessor's or an Assignee's title to any such Equipment, or other interest or right of Lessor or an Assignee with respect thereto, except Lessor's Liens. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor or an Assignee to keep the Equipment free and clear of any such Lien, except for any liens caused by Lessor.

17. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, except where caused by the negligence of Lessor, which shall occur prior to the return of such Equipment in accordance with paragraph in Contingent Lease Agreement entitled "Return". In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment, except where caused by the negligence of Lessor, including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with paragraph in Contingent Lease Agreement entitled "Return". In no event shall Lessee's liability with respect to the Equipment exceed the fair market value of the Equipment, taking into account the age and condition of the Equipment at the time of the loss, damage, the taking, destruction, confiscation or requisition.

18. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated, or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.

19. Insurance. Lessee or any sublessee hereunder shall, at its expense, cause to be carried and maintained for all of the Equipment, commencing at the time any risk shall pass to Lessee as to such Equipment and continuing until the return of such Equipment in accordance with the paragraph in Contingent Lease Agreement entitled "Return", insurance against such risks, under Lessee's self-insurance program or, at Lessee's sole option, some other program mutually agreed to by Lessor and Lessee. If any insurance proceeds are received with respect to an occurrence which does not constitute an Event of Loss, such proceeds shall be applied to payment for repairs. If any insurance proceeds are received by Lessee or any sublessee or an Assignee with respect to an occurrence which constitutes an Event of Loss, such proceeds shall be applied first toward replacement equipment or applied toward repair of Equipment to a serviceable condition, and then toward the Rental Payments due. Within ten (10) days of Lessee taking possession and control of the Equipment, and, if an insurance policy is issued, on a date not less than thirty (30) days prior to each insurance policy expiration date, Lessee shall deliver to Lessor certificates of insurance or proof of self insurance or other evidence satisfactory to Lessor showing that such insurance coverage is and will remain in effect in accordance with Lessee's obligations under this Section, Lessor shall be under no duty to ascertain the existence of any insurance coverage or to examine any certificate of insurance or other evidence of insurance coverage or to advise Lessee in the event the insurance coverage does not comply with the requirements hereof. Lessee shall give Lessor prompt notice of any damage, loss or other occurrence required to be insured against with respect to any Equipment.

20. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due all fees, taxes, and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Agreement or the Equipment.

21. Limited Warranty. Lessor warrants that, so long as no Incipient Default or Event of Default has occurred and is continuing, Lessor will not interfere with Lessee's use and possession of the Equipment. LESSOR, NOT BEING THE MANUFACTURER OR VENDOR OF THE EQUIPMENT, MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT.

22. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if (a) Lessee fails to make any Rental Payment for which funds have been appropriated and budgeted by Lessee as it becomes due in accordance with the terms of this agreement and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor, or (b) Lessee violates any covenant, term, or provision of this Agreement, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor. Failure of Lessee to budget and appropriate funds in any fiscal year of Lessee for Rental Payments due under this Agreement shall not constitute an Event of Default.

23. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor or Lessor's assignee at its option, may:

    (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof, or

    (b) by notice to Lessee terminate this Agreement, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Agreement as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Agreement only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor or Lessor's assignee may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee, its successors and assigns, to use such Equipment for any purposes whatsoever.

The remedies of Lessor referred to in this Section shall be deemed exclusive.

24. Information. Lessee agrees to furnish Lessor or an Assignee such information concerning the Equipment as Lessor or an Assignee may reasonably request.

25. Late Charges. Any nonpayment of Rental Payment or other amounts payable under this Agreement shall result in Lessee's obligation to promptly pay Lessor or Lessor's assignee as additional rent on such overdue payment, for the period of time during which it is overdue, interest at the highest lawful rate authorized to be paid by government organizations in the State of Texas.

26. Lessor's Right to Perform for Lessee. If Lessee fails to duly and promptly pay (except pursuant to the paragraph in this Contingent Lease Agreement entitled

"Non-Appropriation of Funds"), perform or comply with any of its obligations, covenants or agreements under this Agreement, Lessor or an Assignee may itself pay, perform or comply with any of such obligations, covenants or agreements for the account of Lessee, in such event, any amount paid or expense incurred by Lessor or an Assignee in connection therewith shall on demand, together with interest as provided in the paragraph in this Contingent Lease Agreement entitled "Late Charges", be paid to Lessor or an Assignee.

27. Notices. Any consent, instruction or notice required or permitted to be given under this Agreement shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor, Lessee or an Assignee, as the case may be, at their respective addresses set forth herein or at such other address as Lessor, Lessee or an Assignee shall from time to time designate to the other party by notice similarly given.

28. Miscellaneous. No term or provision of this Agreement may he amended, altered, waived, discharged, or terminated except by an instrument in writing signed by a duly authorized representative of the party against which the enforcement of the amendment, alteration, waiver, discharge or termination is sought. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Texas. Subject to all of the terms and provisions of this Agreement, all of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement, any documents executed and delivered in connection herewith, including but not limited to the Guaranty and any subsequent guaranty, the Non-disturbance Agreement of the Bank, and the Contract and any documents executed in connection with said Contract shall constitute the entire agreement of Lessor and Lessee with respect to the Equipment leased hereby, and shall automatically cancel and supersede any and all prior oral or written understandings with respect hereto. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts taken together shall constitute one and the same instrument. The headings in this Agreement shall be for convenience of reference only and shall form no part of this Agreement. Whenever the context requires, the covenants, conditions and obligations contained in this under this Agreement shall survive the delivery and return of the Equipment leased hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Contingent Lease Agreement as of the day and year first written above.

COUNTY OF ROCKWALL TEXAS EMERGENCY SERVICES CORPORATION (ESC)

BY_____

_____
ESC Board President

ATTEST:

_____
Kristy Teague, ESC Assistant Board Secretary

MEDIC RESCUE, INC (DBA ROCKWALL COUNTY EMS)

BY_____
Tim Wolf, President

BY_____
Mitch Ownby, Vice President

ATTEST:

_____
_____, ESC Board Secretary

ATTEST:

_____
Kristy Teague, ESC Assistant Board Secretary

THE STATE OF TEXAS §

ESC Acknowledgment

COUNTY OF ROCKWALL §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **ESC**, a local government corporation of Rockwall County, Texas, and as the Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20___.

_____
Notary Public In and For
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

STATE OF _____ §

CONTRACTOR Acknowledgment

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a duly authorized corporation doing business as _____ and as President thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20___.

_____
Notary Public In and For
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

ATTACHMENT A (To Lease Agreement)

Current ambulances serving Rockwall County, Texas as specifically required in this Contract include ambulances described in the table below. The ambulances will be clearly labeled in conformance to the Contract and state requirements.

The System Assets subject to the Step-In-Rights are in place as of the date of execution of this Amended Contract and are listed below.

Vehicle Information

MICU	Year, Make, Model	VIN
MICU 49	2026 FORD E-450	1FDXE4FN4TDD33949
MICU 48	2024 FORD F-450	1FDUF4GN0REC00106
MICU 47	2022 FORD F-450	1FDUF4GN1NDA17555
MICU 46	2022 CHEVY 3500	1GB3WSE71NF244889
MICU 45	2022 CHEVY 3500	1GB3WSE73NF228404
MICU 44	2019 FORD E-450	1FDXE4FS2KDC66448
MICU 43	2019 FORD E-450	1FDXE4FS5KDC43178
T01	2017 FORD TRANSIT	1FDYR2CM5HKA15429
T02	2022 FORD TRANSIT	1FDBR1CG3NKA62433
T03	2022 FORD TRANSIT	1FDBR1CG1NKA31858
T04	2023 FORD TRANSIT	1FDBR1CG3PKA41195
M80	2021 FORD F-150	1FTFW1E50MKD02160
M81	2021 FORD F-150	1FTFW1E50MKD02126

Additional System Assets as of the date of execution of this Amended Contract include:

- All ESC provided equipment such as radios.
- The Ambulances assigned to the exclusive CONTRACT.
- All onboard Medical equipment including, but not limited to, Cardiac Monitors, Infusion Pumps, Ventilators, and all equipment to maintain state and contract compliance.
- Electronic Patient Care Records equipment.
- Supplies and inventory on the vehicles and a reasonable provision for resupply.
- Any necessary access to Contractor's dispatch system to assure uninterrupted service.
- Access to personnel for the purposes of interviews by a successor organization.
- Any Interfaces or other arrangements that are used in the transfer of calls.
- Copies of all Mutual Aid and subcontractor contracts or agreements in place at the time of default.

City of McLendon-Chisholm

Staff Report

Date: August 25, 2026

Agenda Item: Receive a presentation from STAR Transit regarding public transportation services and programs available to McLendon-Chisholm residents.

Background:

STAR Transit is a public transportation provider serving communities throughout the region. The organization provides transportation services designed to assist residents with access to employment, medical appointments, shopping, education, and other essential destinations.

A representative from STAR Transit will provide City Council with an overview of the organization and the transportation services it offers, including information regarding available service options, eligibility, scheduling, and service areas.

The presentation is intended to provide City Council with a better understanding of STAR Transit's services and how public transportation options benefits the community.

City of McLendon-Chisholm

Staff Report

Date: August 25, 2026

Agenda Item: Discuss and consider approval of an ordinance annexing approximately 208.787 acres of land, generally located northeast of Edwards Road and southeast of FM 550, into the corporate limits of the City of McLendon-Chisholm; approving the Service Plan Agreement; extending the City's corporate boundaries to include the property; and providing for related matters.

Background:

On February 11, 2025, Pulte Homes of Texas, L.P. and DRP TX 6, LLC submitted a petition requesting voluntary annexation of approximately 208.787 acres of property located within the City's extraterritorial jurisdiction (ETJ). The proposed annexation area is associated with the Sonoma Verde North development.

At its July 14, 2026, meeting, the City Council approved a resolution accepting the voluntary annexation petition, authorized negotiation of a written services agreement, and scheduled the required public hearing for July 28, 2026.

The proposed ordinance will annex approximately 208.787 acres into the corporate limits of the City, approve the Service Plan Agreement, direct the City Secretary to update the City's official boundary records, and authorize the City Manager to take all actions necessary to implement the annexation.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the Ordinance, as presented.

Attachments:

- Annexation Ordinance
- Annexation Service Plan
- Sonoma Verde North Development Agreement

- Public Hearing Notice
- Metes and Bounds for phases 1/A, 1/B, 4/A, and 4/B
- Boundary map

Presenter: Fabrice Kabona, City Manager

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, TO INSTITUTE VOLUNTARY ANNEXATION PROCEEDINGS FOR THE HEREINAFTER DESCRIBED PROPERTY COMPRISING APPROXIMATELY 208.787 ACRES OF LAND SITUATED IN THE _____SURVEY, ABSTRACT NO. _____, IN ROCKWALL COUNTY, TEXAS, LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF MCLENDON-CHISHOLM, TEXAS; EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; APPROVING THE ANNEXATION SERVICE PLAN ENTITLED "SERVICE PLAN AGREEMENT"; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, DRP TX 6, LLC, a Texas limited liability company, and Pulte Homes of Texas, L.P., a Texas limited partnership (collectively, the "Owners") have filed a petition requesting the voluntary annexation of certain property described in Exhibit "A" (the "Property") into the City of McLendon-Chisholm; and

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

WHEREAS, the City Council held a public hearing on the annexation on July 28, 2026, after proper notice was given in accordance with law; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the City and Owners have entered into a Service Plan Agreement entitled "Service Plan Agreement", attached hereto as Exhibit "B," which sets forth the municipal services to be provided to the Property upon annexation; and

WHEREAS, the City Council of the City of McLendon-Chisholm finds that the annexation of the Property is in the best interest of the City and its citizens and complies with all requirements of law.

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

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

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

SECTION 3. Service Plan Adoption. The City Council hereby approves and adopts the document titled "Service Plan Agreement", attached hereto as **Exhibit "B**," and incorporated herein for all purposes as the service plan required under Section 43.0672 of the Texas Local Government Code.

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

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

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

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

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

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

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of McLendon-Chisholm, Texas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, THIS 28th DAY OF JULY, 2026.

_____
Jerry Brewer, Mayor

ATTEST:

_____
Angela Jennings, City Secretary

APPROVED AS TO FORM:

_____
Michael Halla, City Attorney

4938-1654-1877.v1

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE ETJ PROPERTY

EXHIBIT B
SERVICE PLAN AGREEMENT

CITY OF MCLENDON CHISHOLM, TEXAS
SERVICE PLAN AGREEMENT

This Service Plan Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code, as amended, by and among DRP TX 6, LLC, a Texas limited liability company, Pulte Homes of Texas, L.P., a Texas limited partnership (collectively, "Owners") and the City of McLendon-Chisholm, Texas, a home-rule municipality (the "City"). Owners and the City are each referred to herein as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Owners currently own an approximately 208.787-acre tract of land described on **Exhibit "A"** attached hereto that is currently located within the extraterritorial jurisdiction of the City (collectively, the "Property"); and

WHEREAS, the City and TDI GP, LLC, a Texas limited liability company, have previously entered into that certain Development Agreement Sonoma Verde North, as partially assigned to TDI SV North LLC, LLC, and as further partially assigned to Pulte Homes of Texas, L.P. (collectively, the "Development Agreement"); and

WHEREAS, in the event of a conflict between the Development Agreement and this Agreement, the Development Agreement shall control; and

WHEREAS, Section 43.0672 of the Texas Local Government Code provides that "(a) [t]he governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owner of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement"; and

WHEREAS, the City desires to enter into this Agreement with Owners concerning the services to be provided to the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City and Owners acknowledge that this Agreement is binding upon the City and Owners and their respective successors and assigns for the Term (hereinafter defined) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Rockwall County, Texas.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owners agree as follows:

AGREEMENT

FINDINGS INCORPORATED

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

TERM

This Agreement shall be effective as of the Effective Date, as defined herein and shall continue in force and effect so long as the Property is located within the corporate limits of the City ("Term").

LIST OF SERVICES TO BE PROVIDED TO THE ETJ PROPERTY

In accordance with Section 43.0672 of the Texas Local Government Code, the City will provide the following services to the Property from and after annexation of the Property into the corporate limits of the City:

1. **CODE COMPLIANCE.**

    a. *Existing City Services*: None for the Property.

    b. *City Services to be provided:* The City will provide Code Compliance services upon the effective date of annexation of the Property at a level consistent with current methods and procedures presently provided to similar areas. For purposes of this Agreement "the effective date of annexation" means the date that the Property is annexed into the corporate limits of the City.

2. **POLICE**

    a. *Existing City Services*: Law enforcement services are currently provided by the Rockwall County Sheriff's Office.

    b. *City Services to be provided:* From and after the effective date of annexation (and whether or not the Property is annexed), the Rockwall County Sheriff's Office will continue to provide law enforcement service and personnel at a level consistent with current methods and procedures presently provided to similar areas within the City.

3. **FIRE**

    a. *Existing City Services*: The Property is located entirely within Fire Service District No. 22, which is served by the McLendon-Chisholm Fire Department for fire protection and suppression services.

    b. *City Services to be provided:* Whether or not the Property is annexed, fire protection and suppression services, including personnel and equipment, will

continue to be provided either through the City's direct services or through the existing service contract between the McLendon-Chisholm Fire Department and Rockwall County at a level consistent with current methods and procedures presently provided to similar areas within the City. It is anticipated that fire stations planned to serve areas currently within the City will be sufficient to serve the Property.

4. **EMERGENCY MEDICAL SERVICES**

   a. *Existing City Services*: Emergency medical services are currently provided by Rockwall County EMS, a private ambulance service operating under a county contract.

   b. *City Services to be provided:* From and after the effective date of annexation, emergency medical services shall continue to be provided to the Property in accordance with an agreement between the City and Rockwall County EMS that the City will maintain to ensure emergency medical service coverage within the City's corporate limits at a level consistent with methods and procedures presently provided to similar areas within the City.

5. **SOLID WASTE SERVICES**

   a. *Existing City Services:* None for the Property.

   b. *City Services to be provided:* Upon the effective date of annexation, solid waste collection shall be provided in accordance with the present applicable ordinance existing in the City at the time of annexation of the Property and Chapter 43 of the Texas Local Government Code at a level consistent with current methods and procedures presently provided to similar areas within the City.

   c. As development commences on the Property and upon ultimate development, sufficient solid waste collection will be provided to furnish the Property with the level of services consistent with the characteristics of topography, land utilization, and population density of other areas of the City.

6. **WATER SERVICE AND MAINTENANCE (to be provided only in those areas that are not within the service area of another water utility):**

   a. *Existing City Services:* 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.

   b. *City Services to be provided:*

      i. The City agrees that if the City is unable to provide retail water service to the Property at the time a preliminary plat is filed for all or a portion of the

Property, then the Property shall have the right to obtain retail water service from Blackland Water Supply Corporation, or another provider which offers the best option as determined by the Owner. Operation and maintenance of water facilities located on the Property that are within the service area of another water utility will be the responsibility of that utility.

ii. If the City is able to provide retail water services to the Property, connection to existing City water mains for water service will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinances.

1. As development commences on the Property, water mains will be extended in accordance with the provisions of the City Code and/or other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the City.

2. Water mains installed or improved to City standards within the annexed areas which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City from and after the effective date of the annexation.

7. **SANITARY SEWER SERVICE AND MAINTENANCE**

a. *Existing City Services*: None for the Property.

b. *City Services to be provided:* Sanitary sewer service to the area will be provided by the City in accordance with the Development Agreement and otherwise in the same manner that such service is provided to the other similarly situated areas within the City's boundaries and in accordance with applicable codes and regulations. Sanitary sewer service shall be provided in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the Development Agreement. Maintenance to wastewater facilities will be provided by the City in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the Development Agreement.

c. Sanitary sewer mains and lift stations within the annexed areas which are located within a dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City.

8. **MAINTENANCE OF ROADS, STREETS AND DRAINAGE FACILITIES**

a. *Existing City Services:* None for the Property.

b. *City Services to be provided:* Maintenance to any roads, streets, drainage facilities and any other street facilities that serve the Property or are otherwise constructed by or on behalf of the Owners per the Development Agreement will be provided by the City from and after the effective date of the annexation in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the Development Agreement.

9. **STREET LIGHTING**

a. *Existing City Services:* None for the Property.

b. *Services to be provided:* The City will coordinate any request for improved street lighting with the local electric provider in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the City's participation policies.

10. **BUILDING INSPECTION**

a. *Existing City Services:* None for the Property.

b. *City Services to be provided:* The City and its designees will provide Building Inspection services upon the effective date of annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City.

11. **PLANNING AND ZONING**

a. *Existing City Services:* None for the Property.

b. *City Services to be provided:* The City is responsible for regulating development and land use through the administration of the City's Zoning Ordinance, subject to the Development Agreement and this service will extend to this area on the effective date of the annexation. The area will also continue to be regulated under the requirements of the City's Subdivision Ordinance, subject to any provisions or variances granted pursuant to the Development Agreement.

12. **PARKS AND RECREATION FACILITIES**

a. *Existing City Services:* None for the Property.

b. *Services to be provided:* Upon the effective date of annexation, residents within the annexed area may utilize all park and recreation facilities of the City.

13. **PUBLICLY OWNED FACILITIES**

a. *Existing Services:* None for the Property.

b. *City Services to be provided:* Upon the effective date of annexation, any publicly owned facility, building or service located within the annexed area and not otherwise owned or maintained by another governmental entity, shall be maintained by the City.

MISCELLANEOUS

All other applicable municipal services will be provided to the Property in accordance with the City's established policies governing extension of municipal services to newly annexed areas.

Nothing in this agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including annexed area, if different characteristics of topography, land use, and population density are considered a sufficient and reasonable basis for providing different levels of service.

Owners shall have the right to assign this Agreement, in whole or in part, or to assign any of the right, title, and interest of the Owners under this Agreement, in whole or in part, to any future owner of all or a portion of the Property without the prior written consent of the City provided the Owners give written notice to the City of such assignment.

NOTICES

All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by (i) electronic mail; (ii) hand delivery with a confirming receipt; (iii) overnight delivery by a reputable overnight courier such as FedEx or United Parcel Service; or (iv) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other address(es) as a Party may designate by written notice to the other Party in accordance with this notice provision. Notwithstanding the foregoing, any notice given by electronic mail shall be deemed to be given when delivered if delivered by 5:00 pm CST, otherwise notice shall be deemed given on the next business day (i.e., a day that is not a Saturday, Sunday, or federal or state holiday). Until further notification by written notice in the manner required herein, notices to the Parties shall be delivered as follows:

To the City:	Attn: City Manager City of McLendon-Chisholm 1371 West FM 550 McLendon-Chisholm, Texas 75032 E-mail: citymanager@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

To Owners:	Attn: Allen Yu Pulte Homes of Texas, L.P. 9111 Cypress Waters Blvd., Suite 100 Coppell, Texas 75019 E-mail: allen.yu@pulte.com Attn: _____ DRP TX 6, LLC _____ _____ E-mail: _____
With a copy to:	Attn: Joshua A. Bethke Coats Rose, P.C. 16000 N. Dallas Parkway, Suite 350 Dallas, Texas 75248 E-mail: jbethke@coatsrose.com

Executed by each Party herein below:

Passed and approved by the City of McLendon-Chisholm, Texas, and executed by the Parties on this the _____ day of _____, 2026 (the "Effective Date").

_____
Jerry Brewer, Mayor
City of McLendon-Chisholm

STATE OF TEXAS)
)
COUNTY OF ROCKWALL)

This instrument was acknowledged before me on _____, 2026, by Jerry Brewer as Mayor for the City of McLendon-Chisholm, Texas.

_____
Notary Public, State of Texas
My commission expires: _____

OWNERS:

DRP TX 6, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ___ day of _____, 2026, by _____, _____ of DRP TX 6, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of New York

(SEAL)

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:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ___ day of _____, 2026, by _____, _____ of Pulte Nevada I LLC, a Delaware limited liability company, General Partner of Pulte Homes of Texas, L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

(SEAL)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

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

With a copy to:	Attn Michael Halla, City of McLendon-Chisholm Attorney 187 Rolling Court Lancaster, Texas 75146 E-mail: mhalla@hallalawfirm.com
To the Owner:	TDI GP, LLC Attn: Stephen Davis 15441 Knoll Trail, Suite 150 Dallas, Texas 75248 E-mail: sdavis@taylorduncan.com
With a copy to:	Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218 E-mail: 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

LAND TITLE SURVEY
314.727 ACRES
FRANKLIN BAUGESS SURVEY
ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS
Kimley»Horn
PRELIMINARY
LEGEND
LINE TYPE LEGEND
SUBJECT PROPERTY
314.727 ACRES
13,706,488 SQ. FT.
EDWARDS ROAD
EDWARDS ROAD
P.O.B.

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:

Name: _____
Title: City Secretary

CITY OF MCLENDON-CHISHOLM

By: _____
Name: BRYAN McNEAL
Title: MAYOR

Date: 2/25/2025

APPROVED AS TO FORM AND LEGALITY:

Name: _____
City Attorney

Judy Rhoades
My Commission Expires
2/3/2028
Notary ID 3796761

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on February, 25 by BRYAN, McNeal 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: _____
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

DEANNA MALAN
Notary Public, State of Texas
Comm. Expires 03-19-2029
Notary ID 132985536

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 20200000003529, 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 Edwars 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



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.

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

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ARTICLE 10.01
GENERAL PROVISIONS (RESERVED)

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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

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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, throughway, 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)

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§ 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.

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(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

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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.

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All lines outside of subdivision boundaries shall be dashed.

(C) Streets, alleys, easements. Engineering construction standards for inspections are set forth in appendix 1.[1]

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.**

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(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

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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

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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:

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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).[2]

(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

2. **Editor's note—Appendix 1 is included as an attachment to this chapter.**

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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

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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.

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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

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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

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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-

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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.

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(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.

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(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)

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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.

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(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)

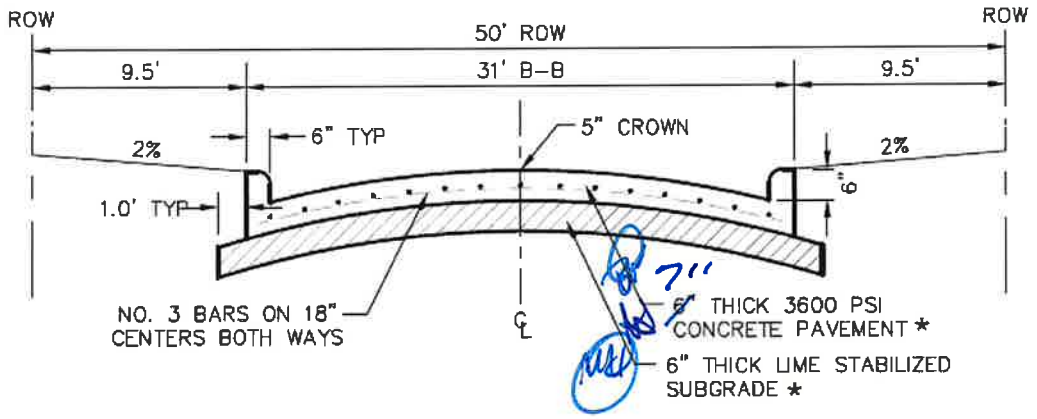
§ 10.03.009. Street names.

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)

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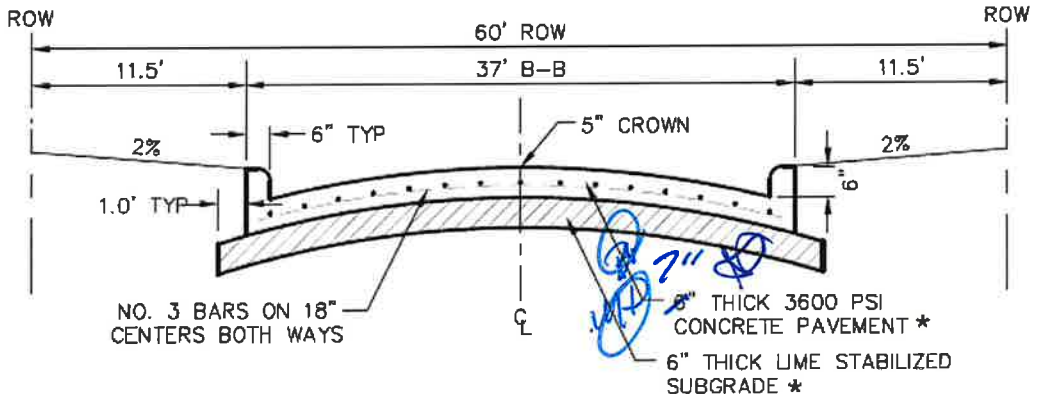
EXHIBIT E
STREET SECTIONS



PARABOLIC STREET SECTION (LOCAL STREETS)

NTS

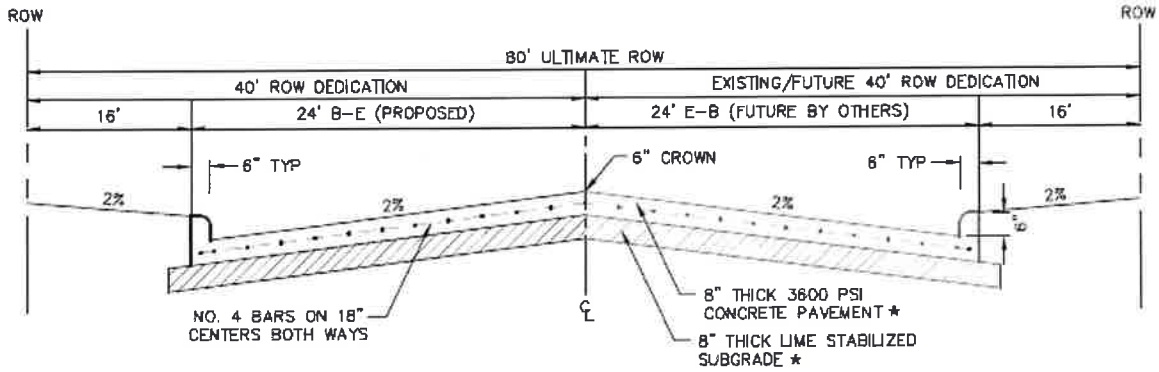
* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



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

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)

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

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

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

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.

Table 8.1 Minimum Radii Requirements at the Centerline of Streets

Type of Street	Minimum Radius in Feet
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

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. Culs-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.

Table 8.2 Minimum Right-of-Way Requirements	
Type of Street	**Minimum Right-of-Way in Feet**
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

Crest Vertical Curves

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.

(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

Watercourse	0- (ft./sec.)	4–7 (ft./sec.)	8–11 (ft./sec.)	12–15 (ft./sec.)
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

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

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

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

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.

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

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

[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

_____ 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

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



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
Total	2,330	388.3	1,205

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
TOTAL	**$3,811,950**

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
	Subtotal				$2,451,500
	Project Contingency and Engineering (30%)				$735,450
	Total Probable Construction Cost				**$3,186,950**

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
LARRY J. FREEMAN, P.E. NO. 29907 ON JULY 30, 2024

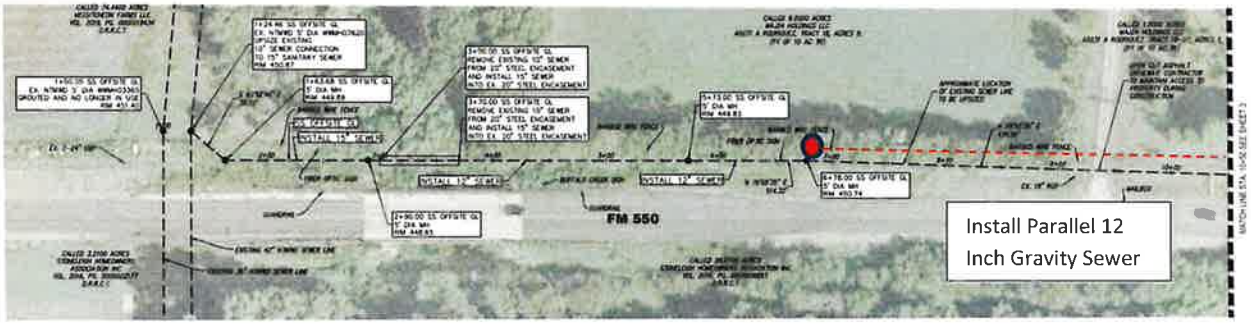
Sonoma Verde Gravity Sewer on FM 550
Engineer's Estimate of Probable Construction Cost

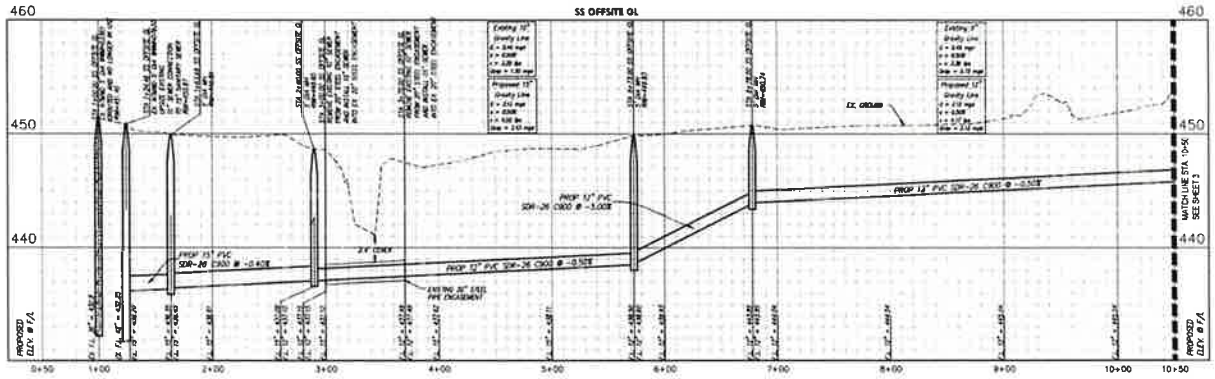
9/16/2024

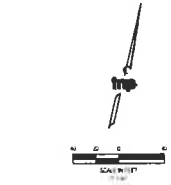
Item	Description	No. of Units	Units	Unit Cost	Total Cost
1	Mobilization	1	EA	10000	$ 10,000.00
2	12 PVC Gravity Sewer by Open Cut	1260	LF	114.00	$ 143,640.00
3	12" PVC Gravity Sewer by Bore with Encasement	40	LF	300.00	$ 12,000.00
4	12" PVC Gravity Sewer by Bore without Encasement	40	LF	200.00	$ 8,000.00
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
	Subtotal				$ 270,165.00
	Project Contingency and Engineering (20%)				54,833.00
	Total Probable Cost				$ 324,998.00

APPENDIX B

GRAVITY SEWER IMPROVEMENTS



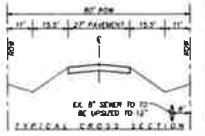




LEGEND

- EX. ROADWAY ASPHALT
- PROP. SANITARY SEWER LINE
- PROP. SANITARY SEWER MANHOLE
- EX. OVERHEAD ELECTRIC
- EX. SEWER LINE
- FLOODPLAIN
- PROP. STEEL ENCASEMENT

CAUTION !! CAUTION !! CAUTION !!



NOTES

1. CONTRACTOR TO REPLACE ALL DRIVEWAYS, FENCES, CULVERTS, SIGNS, POLES, FENCES, MAILBOXES, AND ALL OTHER ITEMS AFFECTED BY CONSTRUCTION. ACCESS TO EACH PROPERTY WILL BE MAINTAINED DURING CONSTRUCTION.

Texas 811

KEY MAP PLAN



No.	revision	by	date				

tnp

teague nall and perkins, inc

Scales:	1 inch long
Horiz.	1"=40'
Vert.	1"=4'
FEB 2024	

City of McLendon-Chisholm

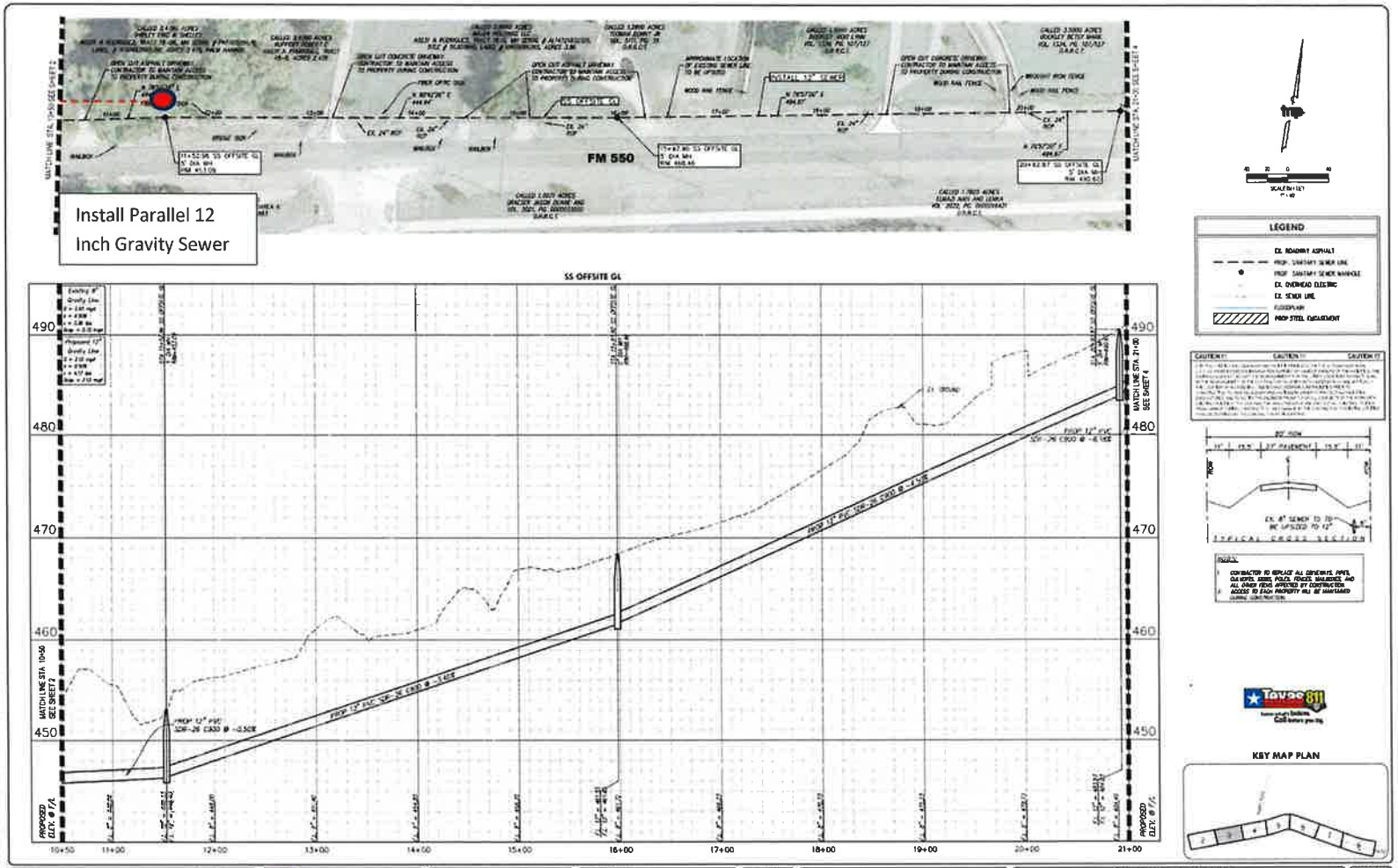
Improvements for

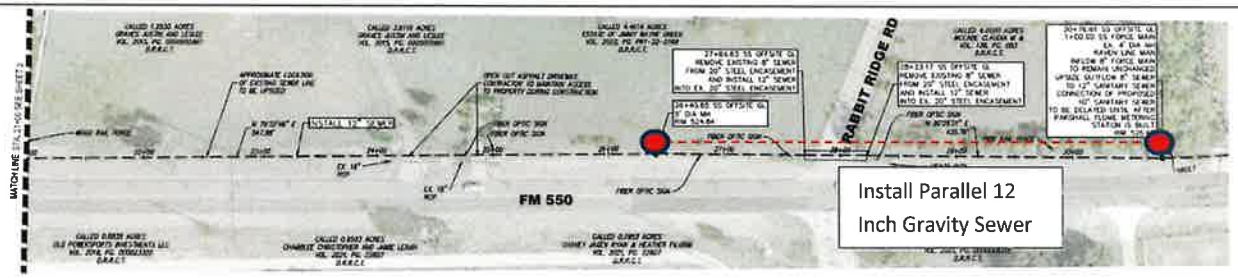
FM 550 SEWER

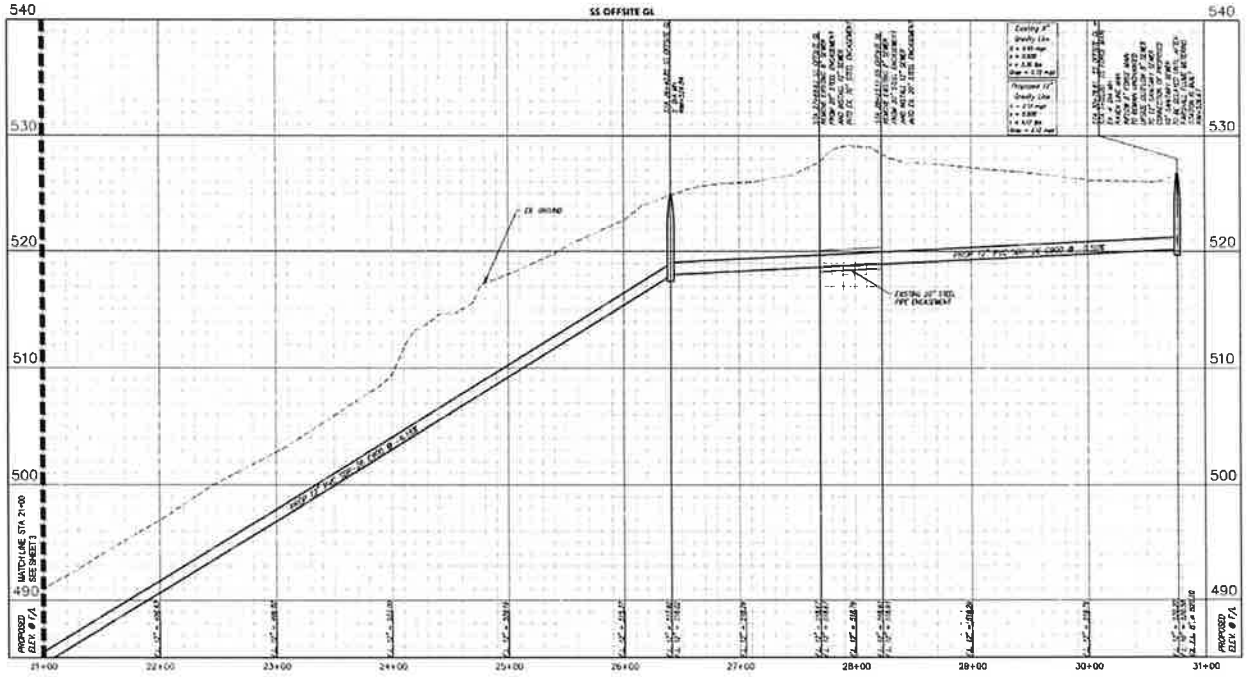
SANITARY SEWER PLAN AND PROFILE - GRAVITY LINE SHEET 1 OF 3

tnp project: 2022 31457

sheet 2


Install Parallel 12 Inch Gravity Sewer
FM 550
SS OFFSITE GL
490
480
470
460
450
10+50
11+00
12+00
13+00
14+00
15+00
16+00
17+00
18+00
19+00
20+00
21+00
LEGEND
KEY MAP PLAN
tnp
teague nall and perkins, inc
City of McLendon-Chisholm
FM 550 SEWER
SANITARY SEWER PLAN AND PROFILE - GRAVITY LINE SHEET 2 OF 3
sheet
3

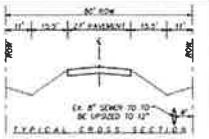
















KEY MAP PLAN



no.	revision	by	date				

tnp

teague nall and perkins, inc

scale	
horiz.	1" = 40'
vert.	1" = 4'
date	FEB 2024

City of McLendon-Chisholm

improvements for

FM 550 SEWER

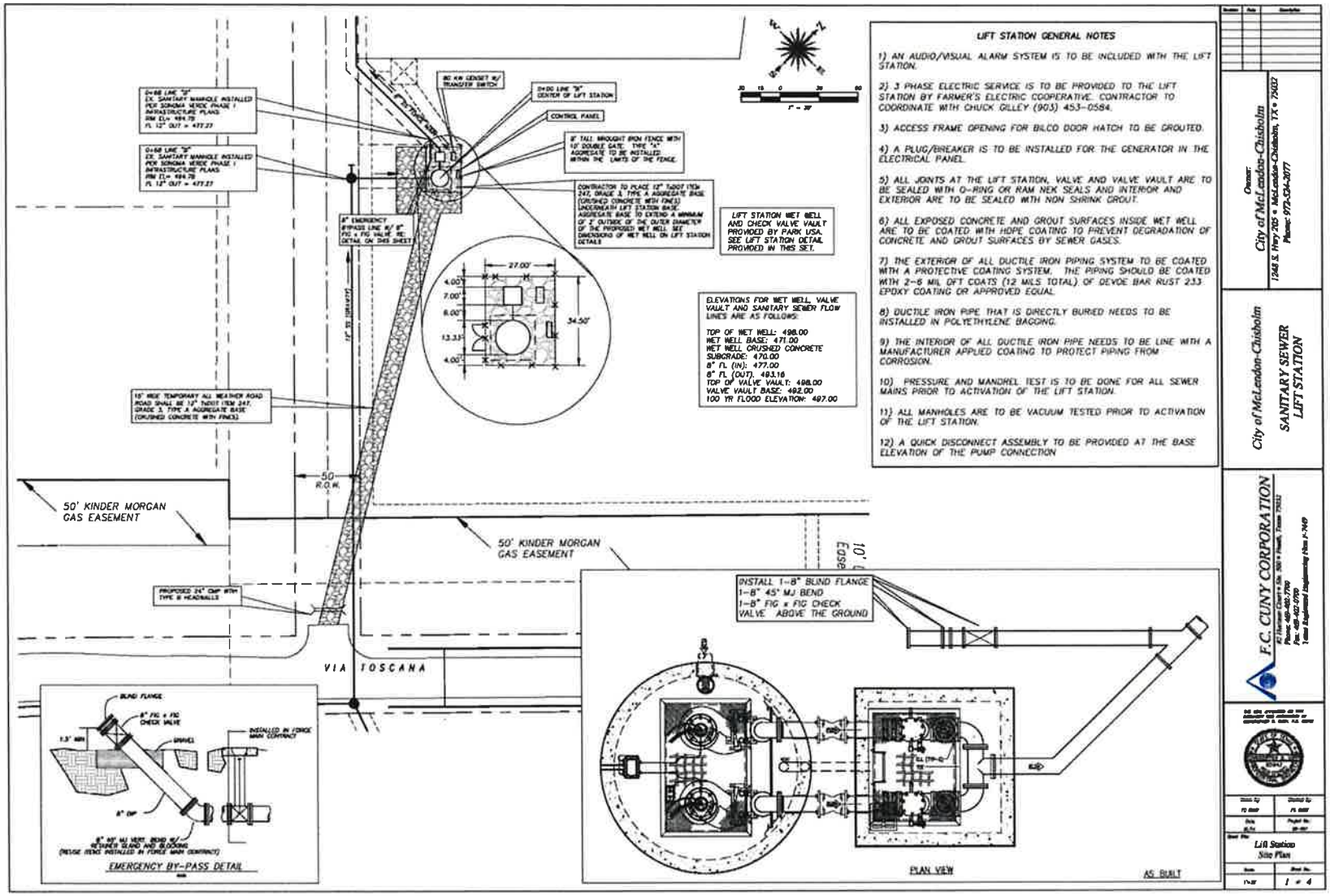
SANITARY SEWER PLAN AND PROFILE - GRAVITY LINE SHEET 3 OF 3

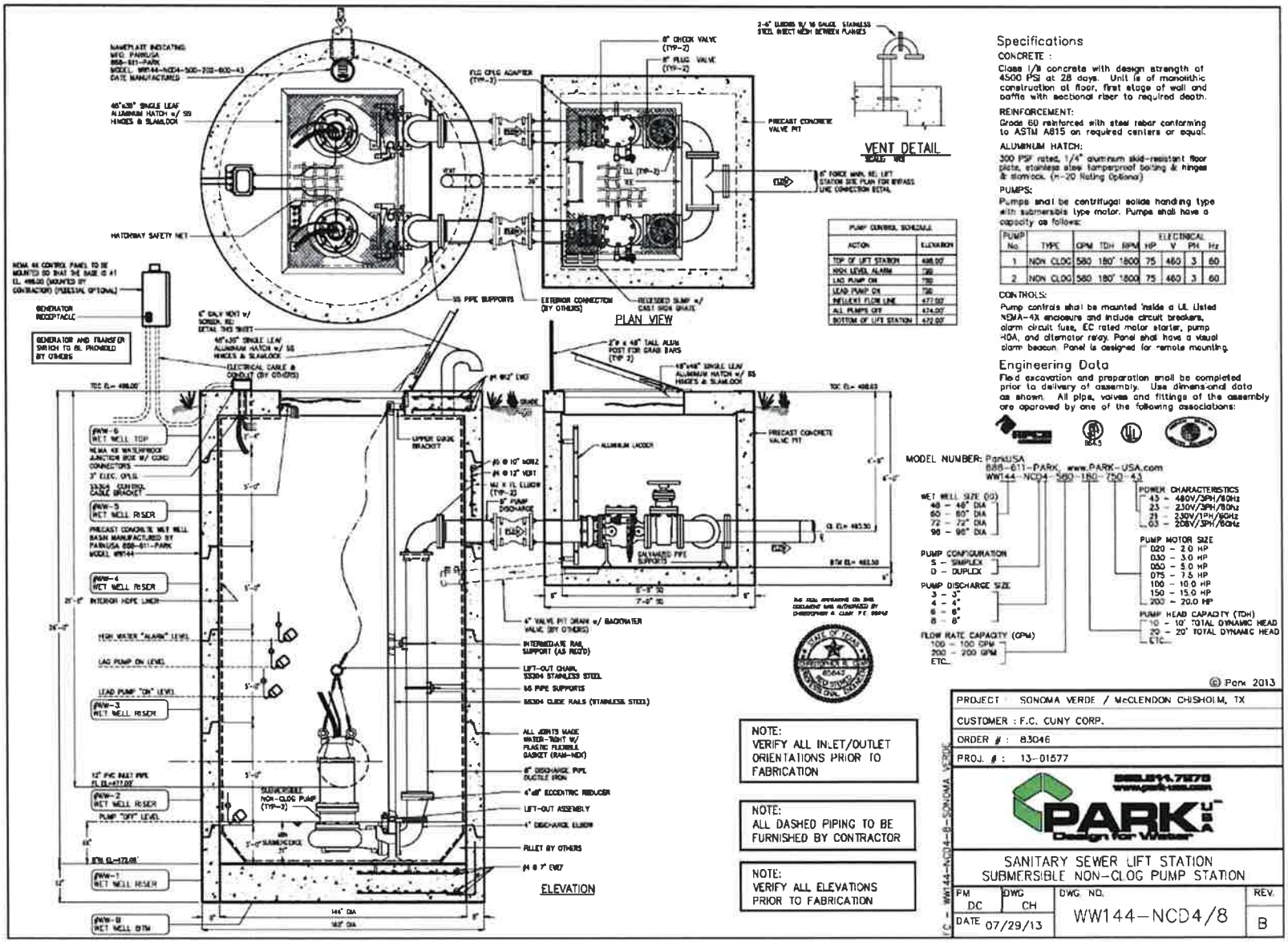
tnp project: MCT 21602

sheet: 4

APPENDIX C

EXISTING LIFT STATION NO. 1 INFORMATION


LIFT STATION GENERAL NOTES
1) AN AUDIO/VISUAL ALARM SYSTEM IS TO BE INCLUDED WITH THE LIFT STATION.
2) 3 PHASE ELECTRIC SERVICE IS TO BE PROVIDED TO THE LIFT STATION BY FARMER'S ELECTRIC COOPERATIVE. CONTRACTOR TO COORDINATE WITH CHUCK GILLEY (903) 453-0584.
3) ACCESS FRAME OPENING FOR BILCO DOOR HATCH TO BE GROUTED.
4) A PLUG/BREAKER IS TO BE INSTALLED FOR THE GENERATOR IN THE ELECTRICAL PANEL.
5) ALL JOINTS AT THE LIFT STATION, VALVE AND VALVE VAULT ARE TO BE SEALED WITH O-RING OR RAM NEK SEALS AND INTERIOR AND EXTERIOR ARE TO BE SEALED WITH NON SHRINK GROUT.
6) ALL EXPOSED CONCRETE AND GROUT SURFACES INSIDE WET WELL ARE TO BE COATED WITH HOPE COATING TO PREVENT DEGRADATION OF CONCRETE AND GROUT SURFACES BY SEWER GASES.
7) THE EXTERIOR OF ALL DUCTILE IRON PIPING SYSTEM TO BE COATED WITH A PROTECTIVE COATING SYSTEM. THE PIPING SHOULD BE COATED WITH 2-6 MIL DFT COATS (12 MILS TOTAL) OF DEVOE BAR RUST 233 EPOXY COATING OR APPROVED EQUAL.
8) DUCTILE IRON PIPE THAT IS DIRECTLY BURIED NEEDS TO BE INSTALLED IN POLYETHYLENE BAGGING.
9) THE INTERIOR OF ALL DUCTILE IRON PIPE NEEDS TO BE LINE WITH A MANUFACTURER APPLIED COATING TO PROTECT PIPING FROM CORROSION.
10) PRESSURE AND MANDREL TEST IS TO BE DONE FOR ALL SEWER MAINS PRIOR TO ACTIVATION OF THE LIFT STATION.
11) ALL MANHOLES ARE TO BE VACUUM TESTED PRIOR TO ACTIVATION OF THE LIFT STATION.
12) A QUICK DISCONNECT ASSEMBLY TO BE PROVIDED AT THE BASE ELEVATION OF THE PUMP CONNECTION
ELEVATIONS FOR WET WELL, VALVE VAULT AND SANITARY SEWER FLOW LINES ARE AS FOLLOWS:
TOP OF WET WELL: 498.00
WET WELL BASE: 471.00
WET WELL CRUSHED CONCRETE SUBGRADE: 470.00
8" I.L. (IN): 477.00
8" I.L. (OUT): 483.16
TOP OF VALVE VAULT: 498.00
VALVE VAULT BASE: 492.00
100 YR FLOOD ELEVATION: 497.00
LIFT STATION WET WELL AND CHECK VALVE VAULT PROVIDED BY PARK USA. SEE LIFT STATION DETAIL PROVIDED IN THIS SET.
50' KINDER MORGAN GAS EASEMENT
50' KINDER MORGAN GAS EASEMENT
VIA TOSCANA
50 R.O.W.
EMERGENCY BY-PASS DETAIL
PLAN VIEW
AS BUILT
Owner:
City of McLendon-Chisholm
1348 S. Hwy 205 • McLendon-Chisholm, TX • 75032
Phone: 972-834-3077
City of McLendon-Chisholm
SANITARY SEWER
LIFT STATION
F.C. CUNY CORPORATION
Lift Station
Site Plan
1 of 4



Specifications

CONCRETE :
Class I/II concrete with design strength of 4500 PSI at 28 days. Unit is of monolithic construction at floor, first stage of wall and baffle with sectional riser to required depth.

REINFORCEMENT:
Grade 60 reinforced with steel rebar conforming to ASTM A615 or equal.

ALUMINUM HATCH:
300 PSF rated, 1/4" aluminum skid-resistant floor plate, stainless steel tamperproof bolting & hinges & stamlock. (H-20 Rating Optional)

PUMPS:
Pumps shall be centrifugal solids handling type with submersible type motor. Pumps shall have a capacity as follows:

PUMP No.	TYPE	GPM	TDH	RPM	ELECTRICAL HP	V	PH	Hz
1	NON CLOG	580	180'	1800	75	460	3	60
2	NON CLOG	580	180'	1800	75	460	3	60

CONTROLS:
Pump controls shall be mounted inside a UL listed NEMA-4X enclosure and include circuit breakers, alarm circuit fuse, EC rated motor starter, pump HOA, and alternator relay. Panel shall have a visual alarm beacon. Panel is designed for remote mounting.

Engineering Data

Field excavation and preparation shall be completed prior to delivery of assembly. Use dimensional data as shown. All pipe, valves and fittings of the assembly are approved by one of the following associations:

MODEL NUMBER: ParkUSA
888-611-PARK, www.PARK-USA.com
WW144 - NCD4 - 580 - 180 - 750 - 43

WET WELL SIZE (ID)
48 – 48" DIA
60 – 60" DIA
72 – 72" DIA
96 – 96" DIA

PUMP CONFIGURATION
S – SIMPLEX
D – DUPLEX

PUMP DISCHARGE SIZE
3 – 3"
4 – 4"
6 – 6"
8 – 8"

FLOW RATE CAPACITY (GPM)
100 – 100 GPM
200 – 200 GPM
ETC.

POWER CHARACTERISTICS
43 – 480V/3PH/60Hz
23 – 230V/3PH/60Hz
21 – 230V/1PH/60Hz
03 – 208V/3PH/60Hz

PUMP MOTOR SIZE
020 – 2.0 HP
030 – 3.0 HP
050 – 5.0 HP
075 – 7.5 HP
100 – 10.0 HP
150 – 15.0 HP
200 – 20.0 HP

PUMP HEAD CAPACITY (TDH)
10 – 10' TOTAL DYNAMIC HEAD
20 – 20' TOTAL DYNAMIC HEAD
ETC.

© Park 2013

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

PROJECT : SONOMA VERDE / McCLENDON CHISHOLM, TX
CUSTOMER : F.C. CUNY CORP.
ORDER # : 83046
PROJ. # : 13-01577

PARK U.S.A.
Design for Water

SANITARY SEWER LIFT STATION
SUBMERSIBLE NON-CLOG PUMP STATION

PM	DWG	DWG. NO.	REV.
DC	CH	WW144-NCD4/8	B
DATE 07/29/13			

APPENDIX D

PUMP CURVE FOR EXISTING LIFT STATION

Company:
Name: SONOMA VERDE
Date: 8/8/2013

Myers

Pump:

Size: 4VL/4VLX
Type: Non-clog
Synch speed: 1800 rpm
Speed: 1750 rpm
Dia: 13 in
Curve:
Impeller:
Specific Speeds:
Ns: ---
Nss: ---
Dimensions:
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/ft³
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

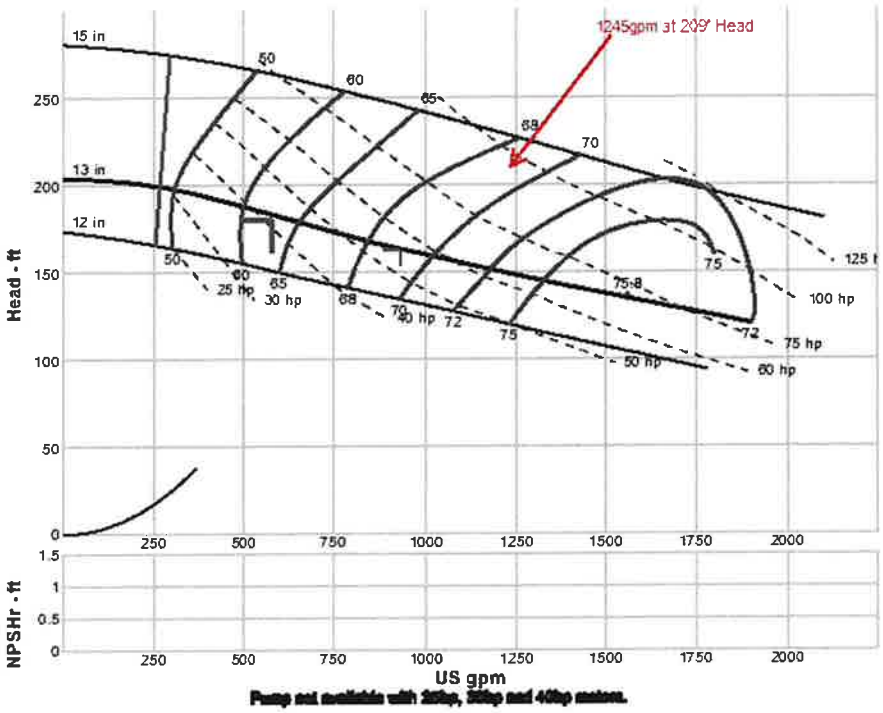
Flow:	580 US gpm
Head:	183 ft
Eff:	62.6%
Power:	42.8 hp
NPSHr:	---

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



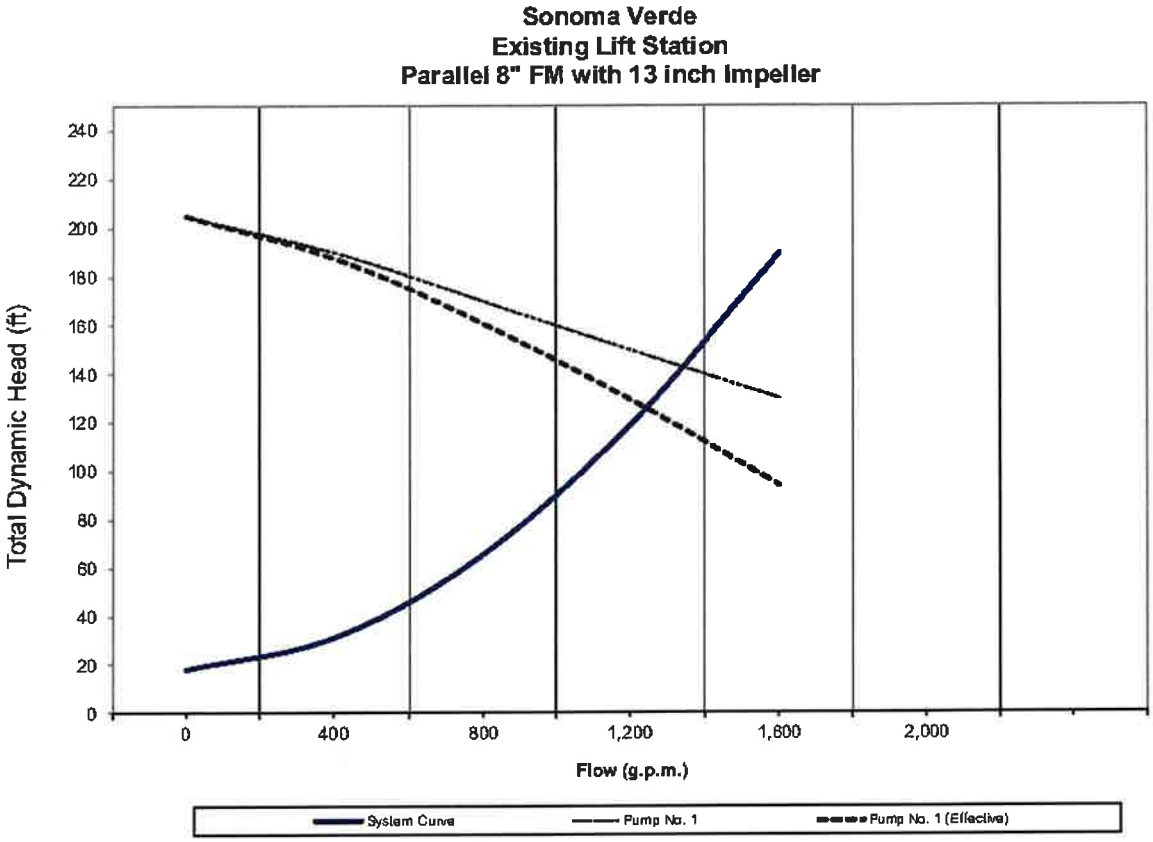
Pump not available with 25hp, 30hp and 40hp motors.

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr 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: Nov 2009


Sonoma Verde
Existing Lift Station
Parallel 8" FM with 13 inch Impeller
Total Dynamic Head (ft)
240
220
200
180
160
140
120
100
80
60
40
20
0
0
400
800
1,200
1,600
2,000
Flow (g.p.m.)
System Curve
Pump No. 1
Pump No. 1 (Effective)

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



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.

20250000003631 AGREEMENT
03/05/2025 01:22:19 PM Total Fees: $401.00

Jennifer Fogg, County Clerk
Rockwall County, TX

SONOMA VERDE NORTH PHASE 4A/4B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7

ROCKWALL COUNTY, TEXAS

BEING a 49.097 acre tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being a portion of a called 212.013 acre tract of land described in the Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Document No. 20250000011591, Official Public Records, Rockwall County, Texas (O.P.R.R.C.T.), a portion of a called 0.031 acre tract of land designated as "Tract 1", a called 0.003 acre tract of land designated as "Tract 2" and a called 1.427 acre tract of land designated as "Tract 3" all three tracts being described in the Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Document No. 20260000009931, O.P.R.R.C.T., and being further described as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the western most corner of said 212.013 acre tract, being in the southeasterly line of a called 45.65 acre tract of land described in the Special Warranty Deed with Vendor's Lien to Kerry Smith and Janet Smith, recorded in Volume 1931, Page 165, O.P.R.R.C.T., and being in the northeasterly right-of-way line of Edwards Road (variable width public right-of-way);

THENCE with the northwesterly line of said 212.013 acre tract, the following courses:

North 44°36'47" East, a distance of 2,337.90 feet to an iron rod found for the eastern most corner of a called 10.00 acre tract of land described in the Special Warranty Deed to Laura Lynn Bjeles, recorded in Document No. 20220000009449, O.P.R.R.C.T., same being the southern most corner of a called 40.00 acre tract of land described in the Warranty Deed to Zion Cornerstone, LLC, recorded in Document No. 20250000002003, O.P.R.R.C.T.;

North 44°38'47" East, a distance of 1,722.05 feet to a point for corner in the southeasterly line of a called 25.01 acre tract of land described in the Special Warranty Deed to B&F and Son 3 LP, recorded in Document No. 20180000000961, O.P.R.R.C.T., and being from which a 1/2-inch iron rod found for the northern most corner of a called 164.377 acre tract of land described in the Special Warranty Deed to DRP TX 6, LLC, recorded in Document No. 20250000018093, O.P.R.R.C.T., bears North 44°38'47" East, a distance of 234.66 feet;

THENCE with the north line of said 164.377 acre tract, the following courses:

South 15°08'14" West, a distance of 1,549.60 feet to a point for corner;

South 00°00'07" East, a distance of 4.38 feet to a point for corner;

South 22°36'35" West, a distance of 8.52 feet to the northern most corner of said "Tract 1";

THENCE with the southeasterly line of said "Tract 1", the following courses:

South 14°58'42" West, a distance of 8.32 feet to a point for corner;

South 14°58'42" West, a distance of 6.84 feet to a point for corner;

South 20°32'20" West, a distance of 70.72 feet to a point for corner;

South 30°30'13" West, a distance of 77.59 feet to a point for corner;

South 40°28'05" West, a distance of 77.59 feet to a point for corner;

South 50°25'57" West, a distance of 77.59 feet to a point for corner;

South 60°23'49" West, a distance of 77.59 feet to a point for corner;

South 70°21'41" West, a distance of 77.59 feet to a point for corner;

South 80°19'26" West, a distance of 77.59 feet to a point for corner;

North 89°42'21" West, a distance of 16.17 feet to a point for corner in the northwesterly line of said 164.377 acre tract;

THENCE South 84°23'13" West, with said northwesterly line, a distance of 141.21 feet to the east corner of said "Tract 2";

THENCE with the southeasterly line of said "Tract 2", the following courses:

South 68°51'36" West, a distance of 23.32 feet to a point for corner;

South 56°48'01" West, a distance of 47.37 feet to a point for corner in the northwesterly line of said 164.377 acre tract;

THENCE with said northwesterly line, the following courses:

South 53°08'21" West, a distance of 23.59 feet to a point for corner;

South 63°06'13" West, a distance of 77.92 feet to a point for corner;

NOTES:
A sketch was prepared on even date to accompany this description.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are grid distances.

Kimley»Horn
400 North Oklahoma Dr., Suite 105
Celina, Texas 75009
FIRM # 10115500
Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GDW	DRA	Jun. 2026	069309074	1 OF 3

South 73°04'06" West, a distance of 37.57 feet to a point for corner at the east corner of said "Tract 3";

THENCE with the southeasterly line of said “Tract 3”, the following courses:

South 70°24'57" West, a distance of 19.72 feet to a point for corner;

South 67°25'45" West, a distance of 56.04 feet to a point for corner;

South 53°09'56" West, a distance of 52.29 feet to a point for corner;

South 35°26'35" West, a distance of 57.16 feet to a point for corner;

South 34°04'48" West, a distance of 130.46 feet to a point for corner;

South 46°18'14" West, a distance of 82.71 feet to a point for corner;

South 59°02'10" West, a distance of 82.95 feet to a point for corner;

North 24°33'40" West, a distance of 122.97 feet to the beginning of a non-tangent curve to the right with a radius of 250.00 feet, a central angle of 02°29'12", and a chord bearing and distance of South 66°40'55" West, 10.85 feet;

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 10.85 feet to a point for corner in the northwesterly line of said 164.377 acre tract;

THENCE with said northwesterly line, the following courses:

South 12°20'40" West, a distance of 52.38 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 10°32'40" West, a distance of 173.88 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 44°15'23" West, a distance of 170.35 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 62°19'51" West, a distance of 155.52 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 44°15'23" West, a distance of 404.98 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 35°23'29" West, a distance of 250.48 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 06°57'45" West, a distance of 170.02 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 08°27'26" East, a distance of 107.23 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 24°54'14" East, a distance of 82.78 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 45°44'37" East, a distance of 343.98 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 44°15'23" West, a distance of 40.00 feet to a Mag nail found for corner in the southwesterly line of said 212.013 acre tract, and being in the northeasterly right-of-way line of said Edwards Road;

THENCE North 45°44'37" West, with the southwesterly line of said 212.013 acre tract, a distance of 1,140.93 feet to the **POINT OF BEGINNING** and containing 2,138,682 square feet or 49.097 acres of land.

DANIEL R. ARTHUR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5933
400 NORTH OKLAHOMA DRIVE
SUITE 105
CELINA, TEXAS 75009
PH. 469-501-2200
daniel.arthur@kimley-horn.com

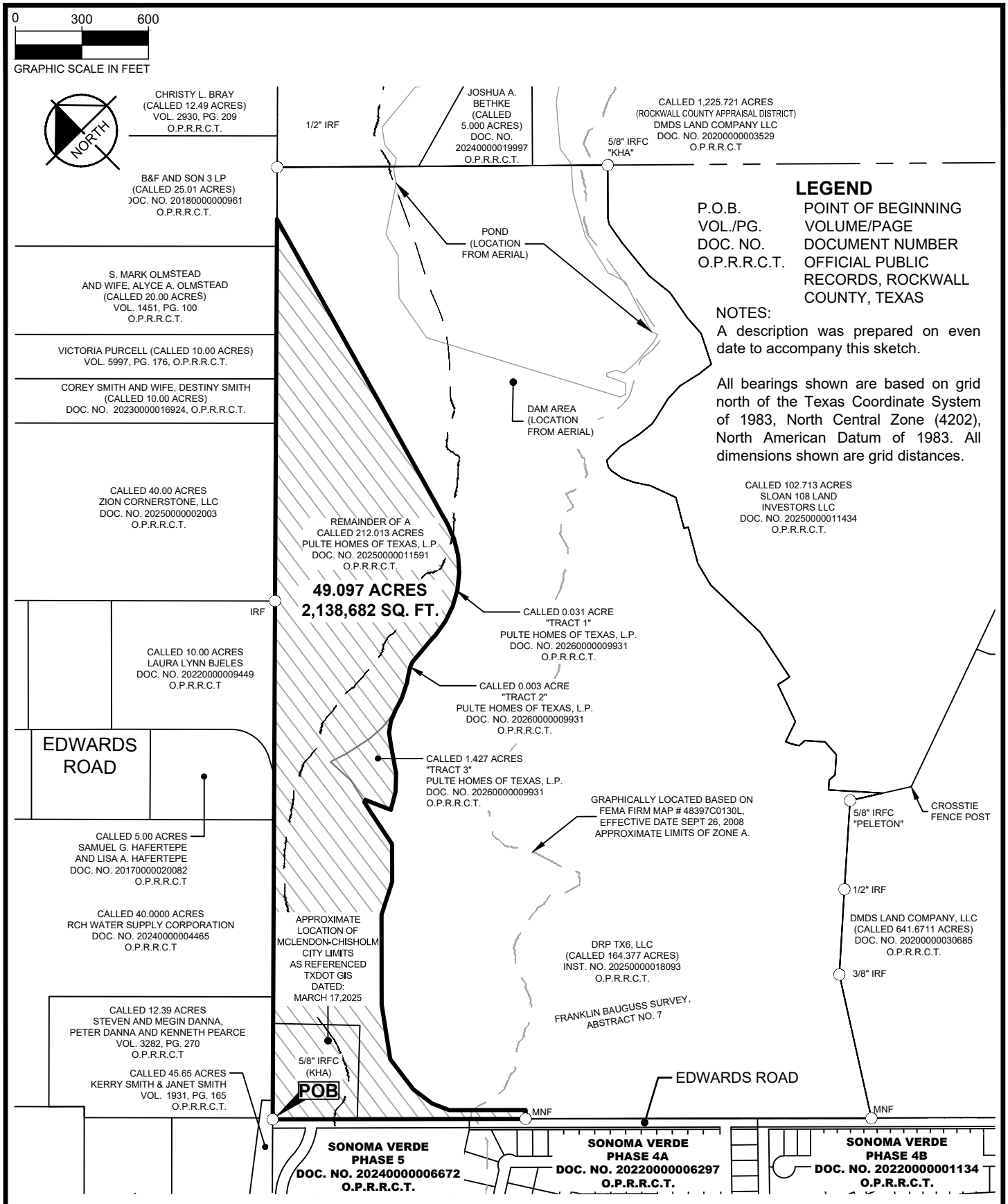
STATE OF TEXAS
REGISTERED
DANIEL R. ARTHUR
5933
PROFESSIONAL
LAND SURVEYOR

NOTES:
A sketch was prepared on even date to accompany this description.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are grid distances.

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LEGEND

P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME/PAGE
DOC. NO.	DOCUMENT NUMBER
O.P.R.R.C.T.	OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS

NOTES:

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SONOMA VERDE NORTH PHASE 4A/4B METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7

ROCKWALL COUNTY, TEXAS

Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 600'	GDW	DRA	Jun. 2026	069309074	3 OF 3

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SONOMA VERDE NORTH PHASE 1A/1B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

BEING a 159.690 acre tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being a portion of a called 164.377 acre tract of land described in the Special Warranty Deed to DRP TX 6, LLC, recorded in Document No. 20250000018093, Official Public Records, Rockwall County, Texas (O.P.R.R.C.T.), and being further described as follows:

BEGINNING at a 1/2-inch iron rod found for the northern most corner of said 164.377 acre tract, being in the southeasterly line of a called 25.01 acre tract of land described in the Special Warranty Deed to B&F and Son 3 LP, recorded in Document No. 20180000000961, O.P.R.R.C.T., and being in the western most corner of a called 1,225.7210 acre tract of land described in the Deed with Limited Warranty of Title to DMDS Land Company LLC, recorded in Document No. 20200000003529, O.P.R.R.C.T.;

THENCE South 46°01'04" East, with the northeasterly line of said 164.377 acre tract, a distance of 1,490.77 feet to 5/8-inch iron rod with red plastic cap stamped “KHA” found for the eastern most corner of said 164.377 acre tract and being the northern most corner of a called 102.713 acre tract of land described in the Special Warranty Deed to Sloan 108 Land Investors LLC, recorded in Document No. 20250000011434, O.P.R.R.C.T.;

THENCE with the common line of said 164.377 and 102.713 acre tracts of land, the following courses:

South 44°01'28" West, a distance of 241.91 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 32°58'43" West, a distance of 26.47 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 09°01'42" West, a distance of 104.54 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 05°05'09" West, a distance of 188.74 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 06°52'50" East, a distance of 120.51 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 09°39'50" West, a distance of 140.38 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 02°55'04" West, a distance of 91.69 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 26°04'29" West, a distance of 147.06 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 83°43'52" West, a distance of 69.55 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 77°45'04" West, a distance of 103.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 87°07'47" West, a distance of 78.40 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 76°23'13" West, a distance of 130.98 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 84°52'34" West, a distance of 78.93 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 78°34'13" West, a distance of 99.04 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 89°56'01" West, a distance of 63.22 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 85°15'06" West, a distance of 26.16 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 31°02'36" West, a distance of 30.28 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 03°30'46" West, a distance of 23.45 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 11°23'05" East, a distance of 58.40 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 26°38'59" East, a distance of 56.86 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 33°58'28" East, a distance of 73.49 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 20°42'23" East, a distance of 127.12 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

THENCE over and across said 164.377 acre tract, the following courses:

South 29°38'12" West, a distance of 25.92 feet to a point for corner;

North 60°25'59" West, a distance of 48.98 feet to a point for corner;

South 29°34'01" West, a distance of 170.00 feet to a point for corner;

South 60°25'59" East, a distance of 9.73 feet to a point for corner;

South 29°34'01" West, a distance of 159.13 feet to a point for corner;

South 18°49'49" West, a distance of 43.86 feet to a point for corner;

South 02°50'15" West, a distance of 45.11 feet to a point for corner;

South 02°11'16" East, a distance of 258.29 feet to a point for corner;

South 06°13'34" West, a distance of 64.83 feet to a point for corner;

NOTES:
A sketch was prepared on even date to accompany this description.

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N/A	GDW	DRA	Jun. 2026	069309074	1 OF 5

SONOMA VERDE NORTH PHASE 1A/1B
METES AND BOUNDS DESCRIPTION
FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

South 14°55'35" West, a distance of 64.86 feet to a point for corner;

South 24°23'47" West, a distance of 118.30 feet to the beginning of a non-tangent curve to the right with a radius of 470.00 feet, a central angle of 06°22'01", and a chord bearing and distance of North 68°47'14" West, 52.20 feet;

In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 52.23 feet to a point for corner;

North 65°36'13" West, a distance of 43.88 feet to a point for corner;

South 24°23'47" West, a distance of 60.00 feet to a point for corner;

South 69°23'47" West, a distance of 35.36 feet to a point for corner;

South 24°23'47" West, a distance of 48.43 feet to the beginning of a tangent curve to the left with a radius of 275.00 feet, a central angle of 66°36'05", and a chord bearing and distance of South 08°54'15" East, 301.97 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 319.66 feet to a point for corner;

South 86°29'57" East, a distance of 35.80 feet to a point for corner;

South 42°12'18" East, a distance of 50.00 feet to a point for corner;

South 02°47'42" West, a distance of 35.36 feet to a point for corner;

South 47°47'42" West, a distance of 50.00 feet to a point for corner;

North 87°12'18" West, a distance of 35.36 feet to a point for corner;

South 47°47'42" West, a distance of 123.14 feet to a point for corner;

South 42°12'18" East, a distance of 145.36 feet to a point for corner in the southeasterly line of said 164.377 acre tract, being in the northwesterly line of a called 641.6711 acre tract of land described in the Special Warranty Deed to DMDS Land Company, LLC, recorded in Document No. 20200000030685, O.P.R.R.C.T., and being from which a 5/8-inch iron rod with plastic cap stamped "Peleton" found for an angle point in said southeasterly line bears North 48°02'26" East, a distance of 17.64 feet;

THENCE with the common line of said 164.377 and 641.6711 acre tracts of land, the following courses:

South 48°02'26" West, a distance of 383.90 feet to a 1/2-inch iron rod found for corner;

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

South 31°45'56" West, a distance of 664.19 feet to a Mag nail found for the southern most corner of said 164.377 acre tract, being at the west corner of said 641.6711 acre tract and in Edwards Road (variable width public right-of-way);

THENCE North 45°44'37" West, with the southwesterly line of said 164.377 acre tract and Edwards Road, a distance of 1,559.87 feet to a Mag nail found for corner, from which a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the west corner of a called 212.013 acre tract of land described in Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Document No. 20250000011591, O.P.R.R.C.T., bears North 45°44'37" West, a distance of 1,140.93 feet;

THENCE continuing with the northwesterly line of said 164.377 acre tract, the following courses:

North 44°15'23" East, a distance of 40.00 feet to a point for corner;

North 45°44'37" West, a distance of 343.98 feet to a point for corner;

North 24°54'14" West, a distance of 82.78 feet to a point for corner;

North 08°27'26" West, a distance of 107.23 feet to a point for corner;

North 06°57'45" East, a distance of 170.02 feet to a point for corner;

North 35°23'29" East, a distance of 250.48 feet to a point for corner;

North 44°15'23" East, a distance of 404.98 feet to a point for corner;

North 62°19'51" East, a distance of 155.52 feet to a point for corner;

North 44°15'23" East, a distance of 170.35 feet to a point for corner;

North 10°32'40" East, a distance of 173.88 feet to a point for corner;

NOTES:
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N/A	GDW	DRA	Jun. 2026	069309074	2 OF 5

SONOMA VERDE NORTH PHASE 1A/1B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

North 12°20'40" East, a distance of 52.38 feet to a point for corner in the west line of a called 1.427 acre tract of land designated as "Tract 3" in the Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Document No. 20260000009931, O.P.R.R.C.T., and being the beginning of a non-tangent curve to the left with a radius of 250.00 feet, a central angle of 02°29'12", and a chord bearing and distance of North 66°40'55" East, 10.85 feet;

THENCE with the south line of said "Tract 3", the following courses:

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 10.85 feet to a point for corner;

South 24°33'40" East, a distance of 122.97 feet to a point for corner;

North 59°02'10" East, a distance of 82.95 feet to a point for corner;

North 46°18'14" East, a distance of 82.71 feet to a point for corner;

North 34°04'48" East, a distance of 130.46 feet to a point for corner;

North 35°26'35" East, a distance of 57.16 feet to a point for corner;

North 53°09'56" East, a distance of 52.29 feet to a point for corner;

North 67°25'45" East, a distance of 56.04 feet to a point for corner;

North 70°24'57" East, a distance of 19.72 feet to a point for corner in the north line of said 164.377 acre tract;

THENCE with the north line of said 164.377 acre tract, the following courses:

North 73°04'06" East, a distance of 37.57 feet to a point for corner;

North 63°06'13" East, a distance of 77.92 feet to a point for corner;

North 53°08'21" East, a distance of 23.59 feet to the southwest corner of called 0.003 acre tract of land designated as "Tract 2" in said Special Warranty Deed to Pulte Homes of Texas, L.P.

THENCE with the south line of said "Tract 2", the following courses:

North 56°48'01" East, a distance of 47.37 feet to a point for corner;

North 68°51'36" East, a distance of 23.32 feet to a point for corner in the north line of said 164.377 acre tract;

THENCE North 84°23'13" East, with said north line, a distance of 141.21 feet to the southwest corner of a called 0.031 acre tract of land designated as "Tract 1" in said Special Warranty Deed to Pulte Homes of Texas, L.P.;

THENCE with the south line of said "Tract 1", the following courses:

South 89°42'21" East, a distance of 16.17 feet to a point for corner;

North 80°19'26" East, a distance of 77.59 feet to a point for corner;

North 70°21'41" East, a distance of 77.59 feet to a point for corner;

North 60°23'49" East, a distance of 77.59 feet to a point for corner;

North 50°25'57" East, a distance of 77.59 feet to a point for corner;

North 40°28'05" East, a distance of 77.59 feet to a point for corner;

North 30°30'13" East, a distance of 77.59 feet to a point for corner;

North 20°32'20" East, a distance of 70.72 feet to a point for corner;

North 14°58'42" East, a distance of 6.84 feet to a point for corner;

THENCE North 14°58'42" East, a distance of 8.32 feet to a point for corner in the northwesterly line of said 164.377 acre tract;

NOTES:
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N/A	GDW	DRA	Jun. 2026	069309074	3 OF 5

SONOMA VERDE NORTH PHASE 1A/1B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

THENCE with said northwesterly line, the following courses:

North 22°36'35" East, a distance of 8.52 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 00°00'07" West, a distance of 4.38 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 15°08'14" East, a distance of 1,549.60 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner in the southeasterly line of the aforementioned 25.01 acre tract;

North 44°38'47" East, a distance of 234.66 feet to the **POINT OF BEGINNING** and containing 6,956,104 square feet or 159.690 acres of land.

DANIEL R. ARTHUR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5933
400 NORTH OKLAHOMA DRIVE
SUITE 105
CELINA, TEXAS 75009
PH. 469-501-2200
daniel.arthur@kimley-horn.com

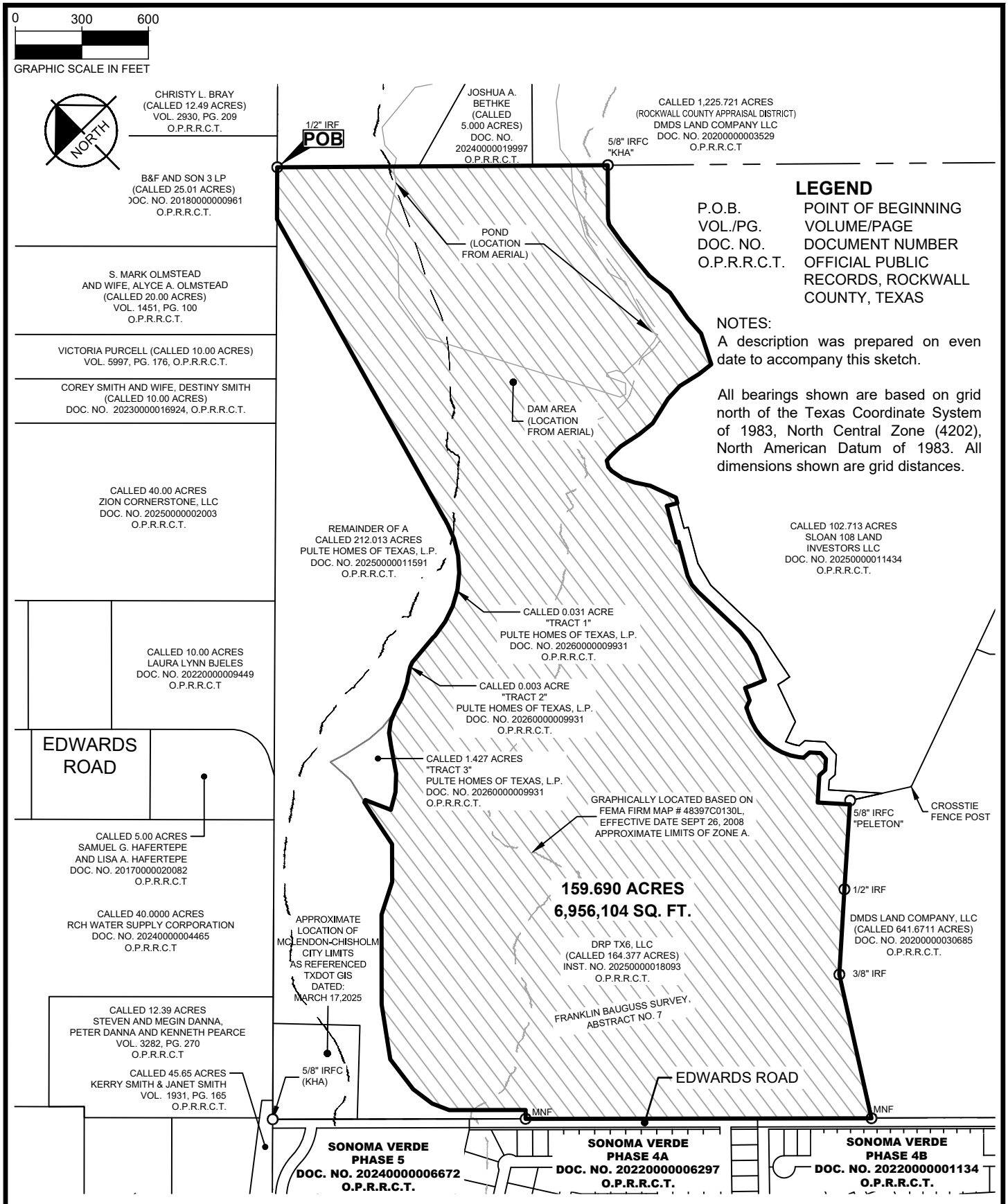
STATE OF TEXAS
REGISTERED
DANIEL R. ARTHUR
5933
PROFESSIONAL
LAND SURVEYOR

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LEGEND

P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME/PAGE
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O.P.R.R.C.T.	OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS

NOTES:

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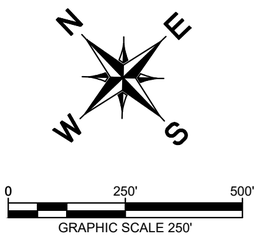
SONOMA VERDE NORTH PHASE 1A/1B
METES AND BOUNDS DESCRIPTION

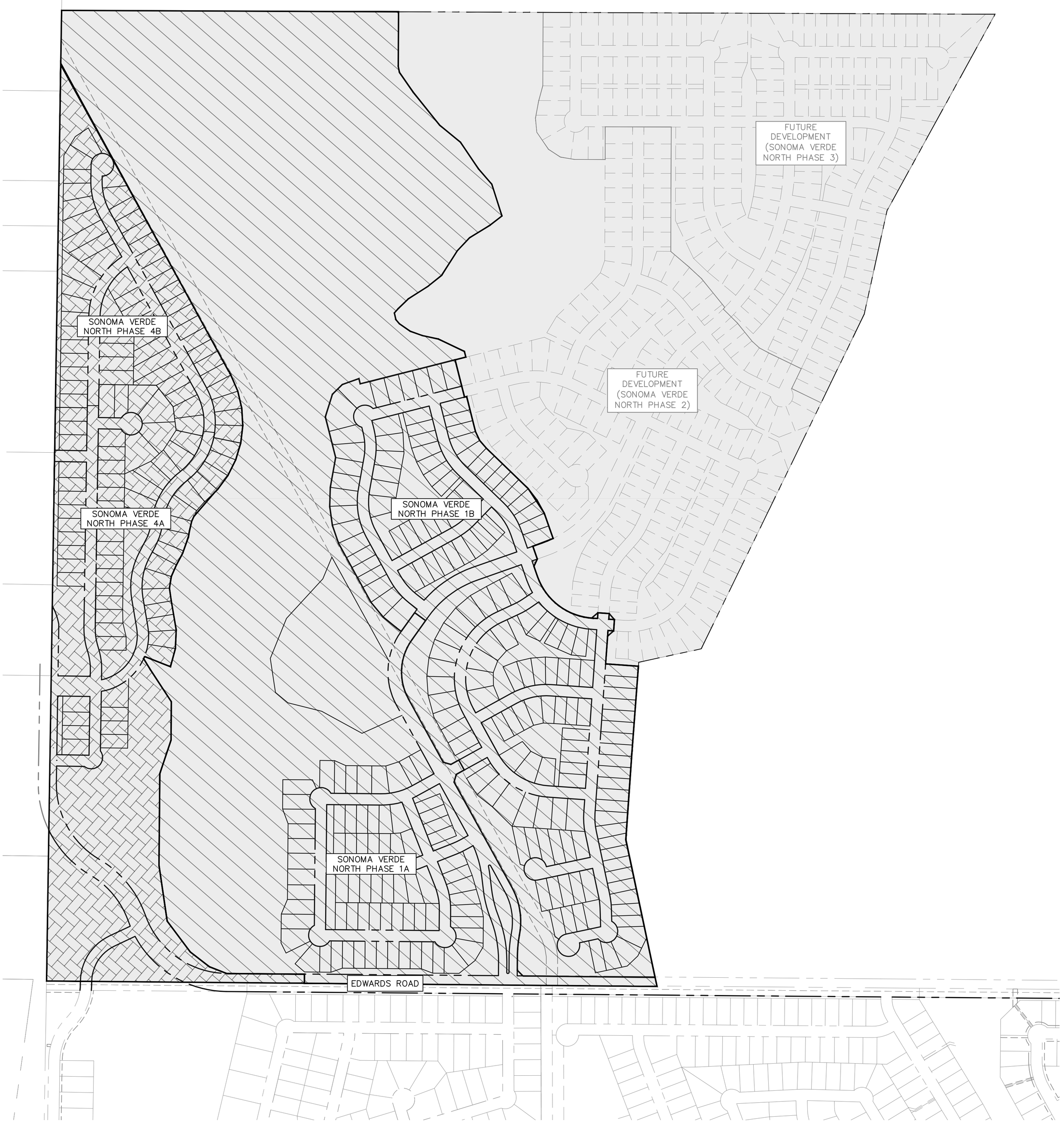
FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

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1" = 600'	GDW	DRA	Jun. 2026	069309074	5 OF 5

WILEY, GREG 6/17/2026 11:41 AM K:\CEL_SURVEY\067705155 - SONOMA VERDE NORTH\DWG\EXHIBITS\069309074 - SONOMA VERDE NORTH - PHASE 1 ANNEXATION.DWG





LEGEND

- SONOMA VERDE NORTH PHASE 1A/1B
  159.690 ACRES (DRP TX6, LLC)
- SONOMA VERDE NORTH PHASE 4A/4B
  49.097 ACRES (PULTE HOMES OF TEXAS, L.P.)
- FUTURE SONOMA VERDE NORTH PHASE 2/3

Exhibit H
BOUNDARY MAP

Sonoma Verde North
McLendon-Chisholm, Texas

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
P 469-501-2200
State of Texas Registration No. F-928

July 2026

DWG NAME K:\CEL_CIVIL\067705155-PULTE-SONOMA NORTH (SLOAN)\CAD\EXHIBITS\PLANSHEETS\20260720_SVN ZONING MAP.DWG
LAST SAVED 7/20/2026 2:14 PM BY: LESNANSKY, MCKENZIE

City of McLendon-Chisholm

Staff Report

Date: August 25, 2026

Agenda Item: Discuss and consider approval of a request to rezone approximately 208.787 acres of land from Agricultural (AG) to a Planned Development (PD) district for the proposed Sonoma Verde North Public Improvement District. The property is generally located northeast of Edwards Road, southeast of FM 550, and within the recently proposed annexation area known as Sonoma Verde North.

Background:

On February 11, 2025, Pulte Homes of Texas, L.P. and DRP TX 6, LLC submitted a petition requesting the voluntary annexation of approximately 208.787 acres located within the City's extraterritorial jurisdiction (ETJ) for the proposed Sonoma Verde North development.

At the July 14, 2026, meeting, City Council approved a resolution accepting the annexation petition and scheduled the public hearing on the proposed annexation for July 28, 2026.The applicant is now requesting Planned Development (PD) zoning for the property to establish development standards that will govern the Sonoma Verde North development upon annexation.

The proposed Planned Development permits single-family residential uses with minimum lot sizes of 5,500, 7,200, and 7,800 square feet, together with parks, open space, trails, amenity areas, and supporting public infrastructure. The submitted concept plan and development standards are intended to implement the approved Sonoma Verde North Development Agreement.

Public Information:

Notice of the public hearing was published in accordance with the Texas Local Government Code and the City's Code of Ordinances. Written notice was mailed to all property owners within 200 feet of the subject property, and the required public hearing notice was posted on the City's website.

Options/Alternatives:

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

Recommendation:

The Planning and Zoning Commission recommended approval of the requested Planned Development zoning district at its August 18, 2026, meeting. Staff also recommends approval.

Attachments:

- Exhibit A-1 – Annexation Boundary Description (Phase 4A/4B)
- Exhibit A-2 – Annexation Boundary Description (Phase 1A/1B)
- Exhibit B – Planned Development Standards
- Exhibit C – Overall Concept Plan
- Exhibit D – Trail Plan
- Exhibit E – Open Space Plan
- Exhibit F – Proposed Street Paving Sections
- Exhibit G – Adjacent Property Owner List

Presenter: Fabrice Kabona, City Manager

SONOMA VERDE NORTH PHASE 4A/4B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7

ROCKWALL COUNTY, TEXAS

BEING a 49.097 acre tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being a portion of a called 212.013 acre tract of land described in the Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Document No. 20250000011591, Official Public Records, Rockwall County, Texas (O.P.R.R.C.T.), a portion of a called 0.031 acre tract of land designated as "Tract 1", a called 0.003 acre tract of land designated as "Tract 2" and a called 1.427 acre tract of land designated as "Tract 3" all three tracts being described in the Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Document No. 20260000009931, O.P.R.R.C.T., and being further described as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the western most corner of said 212.013 acre tract, being in the southeasterly line of a called 45.65 acre tract of land described in the Special Warranty Deed with Vendor's Lien to Kerry Smith and Janet Smith, recorded in Volume 1931, Page 165, O.P.R.R.C.T., and being in the northeasterly right-of-way line of Edwards Road (variable width public right-of-way);

THENCE with the northwesterly line of said 212.013 acre tract, the following courses:

North 44°36'47" East, a distance of 2,337.90 feet to an iron rod found for the eastern most corner of a called 10.00 acre tract of land described in the Special Warranty Deed to Laura Lynn Bjeles, recorded in Document No. 20220000009449, O.P.R.R.C.T., same being the southern most corner of a called 40.00 acre tract of land described in the Warranty Deed to Zion Cornerstone, LLC, recorded in Document No. 20250000002003, O.P.R.R.C.T.;

North 44°38'47" East, a distance of 1,722.05 feet to a point for corner in the southeasterly line of a called 25.01 acre tract of land described in the Special Warranty Deed to B&F and Son 3 LP, recorded in Document No. 20180000000961, O.P.R.R.C.T., and being from which a 1/2-inch iron rod found for the northern most corner of a called 164.377 acre tract of land described in the Special Warranty Deed to DRP TX 6, LLC, recorded in Document No. 20250000018093, O.P.R.R.C.T., bears North 44°38'47" East, a distance of 234.66 feet;

THENCE with the north line of said 164.377 acre tract, the following courses:

South 15°08'14" West, a distance of 1,549.60 feet to a point for corner;

South 00°00'07" East, a distance of 4.38 feet to a point for corner;

South 22°36'35" West, a distance of 8.52 feet to the northern most corner of said "Tract 1";

THENCE with the southeasterly line of said "Tract 1", the following courses:

South 14°58'42" West, a distance of 8.32 feet to a point for corner;

South 14°58'42" West, a distance of 6.84 feet to a point for corner;

South 20°32'20" West, a distance of 70.72 feet to a point for corner;

South 30°30'13" West, a distance of 77.59 feet to a point for corner;

South 40°28'05" West, a distance of 77.59 feet to a point for corner;

South 50°25'57" West, a distance of 77.59 feet to a point for corner;

South 60°23'49" West, a distance of 77.59 feet to a point for corner;

South 70°21'41" West, a distance of 77.59 feet to a point for corner;

South 80°19'26" West, a distance of 77.59 feet to a point for corner;

North 89°42'21" West, a distance of 16.17 feet to a point for corner in the northwesterly line of said 164.377 acre tract;

THENCE South 84°23'13" West, with said northwesterly line, a distance of 141.21 feet to the east corner of said "Tract 2";

THENCE with the southeasterly line of said "Tract 2", the following courses:

South 68°51'36" West, a distance of 23.32 feet to a point for corner;

South 56°48'01" West, a distance of 47.37 feet to a point for corner in the northwesterly line of said 164.377 acre tract;

THENCE with said northwesterly line, the following courses:

South 53°08'21" West, a distance of 23.59 feet to a point for corner;

South 63°06'13" West, a distance of 77.92 feet to a point for corner;

NOTES:
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SONOMA VERDE NORTH PHASE 4A/4B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7

ROCKWALL COUNTY, TEXAS

South 73°04'06" West, a distance of 37.57 feet to a point for corner at the east corner of said "Tract 3";

THENCE with the southeasterly line of said “Tract 3”, the following courses:

South 70°24'57" West, a distance of 19.72 feet to a point for corner;

South 67°25'45" West, a distance of 56.04 feet to a point for corner;

South 53°09'56" West, a distance of 52.29 feet to a point for corner;

South 35°26'35" West, a distance of 57.16 feet to a point for corner;

South 34°04'48" West, a distance of 130.46 feet to a point for corner;

South 46°18'14" West, a distance of 82.71 feet to a point for corner;

South 59°02'10" West, a distance of 82.95 feet to a point for corner;

North 24°33'40" West, a distance of 122.97 feet to the beginning of a non-tangent curve to the right with a radius of 250.00 feet, a central angle of 02°29'12", and a chord bearing and distance of South 66°40'55" West, 10.85 feet;

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 10.85 feet to a point for corner in the northwesterly line of said 164.377 acre tract;

THENCE with said northwesterly line, the following courses:

South 12°20'40" West, a distance of 52.38 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 10°32'40" West, a distance of 173.88 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 44°15'23" West, a distance of 170.35 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 62°19'51" West, a distance of 155.52 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 44°15'23" West, a distance of 404.98 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 35°23'29" West, a distance of 250.48 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 06°57'45" West, a distance of 170.02 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 08°27'26" East, a distance of 107.23 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 24°54'14" East, a distance of 82.78 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 45°44'37" East, a distance of 343.98 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 44°15'23" West, a distance of 40.00 feet to a Mag nail found for corner in the southwesterly line of said 212.013 acre tract, and being in the northeasterly right-of-way line of said Edwards Road;

THENCE North 45°44'37" West, with the southwesterly line of said 212.013 acre tract, a distance of 1,140.93 feet to the **POINT OF BEGINNING** and containing 2,138,682 square feet or 49.097 acres of land.

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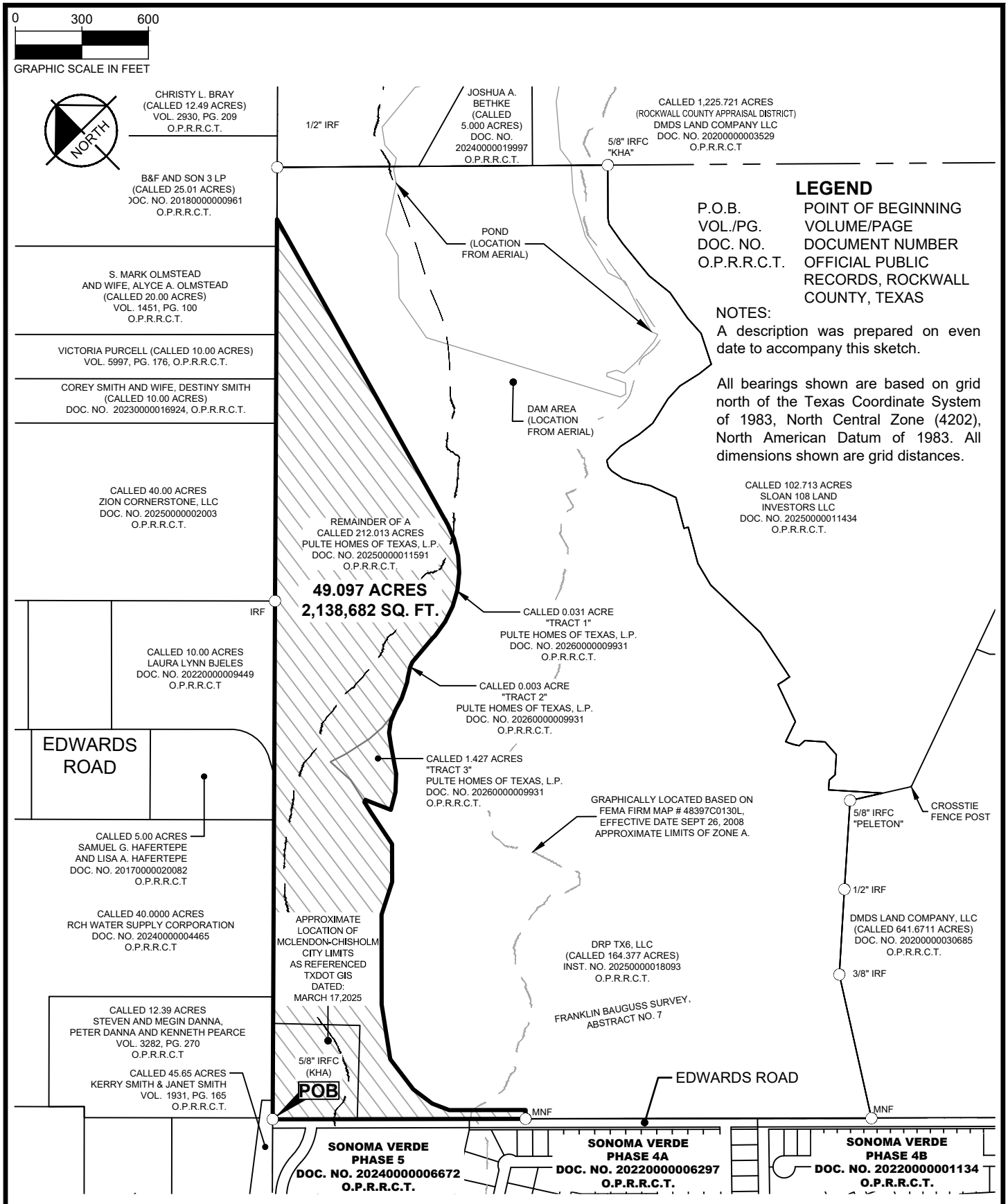
STATE OF TEXAS
REGISTERED
DANIEL R. ARTHUR
5933
PROFESSIONAL
LAND SURVEYOR

NOTES:
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LEGEND

P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME/PAGE
DOC. NO.	DOCUMENT NUMBER
O.P.R.R.C.T.	OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS

NOTES:

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SONOMA VERDE NORTH PHASE 4A/4B METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

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1" = 600'	GDW	DRA	Jun. 2026	069309074	3 OF 3

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SONOMA VERDE NORTH PHASE 1A/1B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

BEING a 159.690 acre tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being a portion of a called 164.377 acre tract of land described in the Special Warranty Deed to DRP TX 6, LLC, recorded in Document No. 20250000018093, Official Public Records, Rockwall County, Texas (O.P.R.R.C.T.), and being further described as follows:

BEGINNING at a 1/2-inch iron rod found for the northern most corner of said 164.377 acre tract, being in the southeasterly line of a called 25.01 acre tract of land described in the Special Warranty Deed to B&F and Son 3 LP, recorded in Document No. 20180000000961, O.P.R.R.C.T., and being in the western most corner of a called 1,225.7210 acre tract of land described in the Deed with Limited Warranty of Title to DMDS Land Company LLC, recorded in Document No. 20200000003529, O.P.R.R.C.T.;

THENCE South 46°01'04" East, with the northeasterly line of said 164.377 acre tract, a distance of 1,490.77 feet to 5/8-inch iron rod with red plastic cap stamped “KHA” found for the eastern most corner of said 164.377 acre tract and being the northern most corner of a called 102.713 acre tract of land described in the Special Warranty Deed to Sloan 108 Land Investors LLC, recorded in Document No. 20250000011434, O.P.R.R.C.T.;

THENCE with the common line of said 164.377 and 102.713 acre tracts of land, the following courses:

South 44°01'28" West, a distance of 241.91 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 32°58'43" West, a distance of 26.47 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 09°01'42" West, a distance of 104.54 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 05°05'09" West, a distance of 188.74 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 06°52'50" East, a distance of 120.51 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 09°39'50" West, a distance of 140.38 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 02°55'04" West, a distance of 91.69 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 26°04'29" West, a distance of 147.06 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 83°43'52" West, a distance of 69.55 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 77°45'04" West, a distance of 103.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 87°07'47" West, a distance of 78.40 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 76°23'13" West, a distance of 130.98 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 84°52'34" West, a distance of 78.93 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 78°34'13" West, a distance of 99.04 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 89°56'01" West, a distance of 63.22 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 85°15'06" West, a distance of 26.16 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 31°02'36" West, a distance of 30.28 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 03°30'46" West, a distance of 23.45 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 11°23'05" East, a distance of 58.40 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 26°38'59" East, a distance of 56.86 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 33°58'28" East, a distance of 73.49 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 20°42'23" East, a distance of 127.12 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

THENCE over and across said 164.377 acre tract, the following courses:

South 29°38'12" West, a distance of 25.92 feet to a point for corner;

North 60°25'59" West, a distance of 48.98 feet to a point for corner;

South 29°34'01" West, a distance of 170.00 feet to a point for corner;

South 60°25'59" East, a distance of 9.73 feet to a point for corner;

South 29°34'01" West, a distance of 159.13 feet to a point for corner;

South 18°49'49" West, a distance of 43.86 feet to a point for corner;

South 02°50'15" West, a distance of 45.11 feet to a point for corner;

South 02°11'16" East, a distance of 258.29 feet to a point for corner;

South 06°13'34" West, a distance of 64.83 feet to a point for corner;

NOTES:
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South 14°55'35" West, a distance of 64.86 feet to a point for corner;

South 24°23'47" West, a distance of 118.30 feet to the beginning of a non-tangent curve to the right with a radius of 470.00 feet, a central angle of 06°22'01", and a chord bearing and distance of North 68°47'14" West, 52.20 feet;

In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 52.23 feet to a point for corner;

North 65°36'13" West, a distance of 43.88 feet to a point for corner;

South 24°23'47" West, a distance of 60.00 feet to a point for corner;

South 69°23'47" West, a distance of 35.36 feet to a point for corner;

South 24°23'47" West, a distance of 48.43 feet to the beginning of a tangent curve to the left with a radius of 275.00 feet, a central angle of 66°36'05", and a chord bearing and distance of South 08°54'15" East, 301.97 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 319.66 feet to a point for corner;

South 86°29'57" East, a distance of 35.80 feet to a point for corner;

South 42°12'18" East, a distance of 50.00 feet to a point for corner;

South 02°47'42" West, a distance of 35.36 feet to a point for corner;

South 47°47'42" West, a distance of 50.00 feet to a point for corner;

North 87°12'18" West, a distance of 35.36 feet to a point for corner;

South 47°47'42" West, a distance of 123.14 feet to a point for corner;

South 42°12'18" East, a distance of 145.36 feet to a point for corner in the southeasterly line of said 164.377 acre tract, being in the northwesterly line of a called 641.6711 acre tract of land described in the Special Warranty Deed to DMDS Land Company, LLC, recorded in Document No. 20200000030685, O.P.R.R.C.T., and being from which a 5/8-inch iron rod with plastic cap stamped "Peleton" found for an angle point in said southeasterly line bears North 48°02'26" East, a distance of 17.64 feet;

THENCE with the common line of said 164.377 and 641.6711 acre tracts of land, the following courses:

South 48°02'26" West, a distance of 383.90 feet to a 1/2-inch iron rod found for corner;

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

South 31°45'56" West, a distance of 664.19 feet to a Mag nail found for the southern most corner of said 164.377 acre tract, being at the west corner of said 641.6711 acre tract and in Edwards Road (variable width public right-of-way);

THENCE North 45°44'37" West, with the southwesterly line of said 164.377 acre tract and Edwards Road, a distance of 1,559.87 feet to a Mag nail found for corner, from which a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the west corner of a called 212.013 acre tract of land described in Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Document No. 20250000011591, O.P.R.R.C.T., bears North 45°44'37" West, a distance of 1,140.93 feet;

THENCE continuing with the northwesterly line of said 164.377 acre tract, the following courses:

North 44°15'23" East, a distance of 40.00 feet to a point for corner;

North 45°44'37" West, a distance of 343.98 feet to a point for corner;

North 24°54'14" West, a distance of 82.78 feet to a point for corner;

North 08°27'26" West, a distance of 107.23 feet to a point for corner;

North 06°57'45" East, a distance of 170.02 feet to a point for corner;

North 35°23'29" East, a distance of 250.48 feet to a point for corner;

North 44°15'23" East, a distance of 404.98 feet to a point for corner;

North 62°19'51" East, a distance of 155.52 feet to a point for corner;

North 44°15'23" East, a distance of 170.35 feet to a point for corner;

North 10°32'40" East, a distance of 173.88 feet to a point for corner;

NOTES:
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SONOMA VERDE NORTH PHASE 1A/1B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

North 12°20'40" East, a distance of 52.38 feet to a point for corner in the west line of a called 1.427 acre tract of land designated as "Tract 3" in the Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Document No. 20260000009931, O.P.R.R.C.T., and being the beginning of a non-tangent curve to the left with a radius of 250.00 feet, a central angle of 02°29'12", and a chord bearing and distance of North 66°40'55" East, 10.85 feet;

THENCE with the south line of said "Tract 3", the following courses:

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 10.85 feet to a point for corner;

South 24°33'40" East, a distance of 122.97 feet to a point for corner;

North 59°02'10" East, a distance of 82.95 feet to a point for corner;

North 46°18'14" East, a distance of 82.71 feet to a point for corner;

North 34°04'48" East, a distance of 130.46 feet to a point for corner;

North 35°26'35" East, a distance of 57.16 feet to a point for corner;

North 53°09'56" East, a distance of 52.29 feet to a point for corner;

North 67°25'45" East, a distance of 56.04 feet to a point for corner;

North 70°24'57" East, a distance of 19.72 feet to a point for corner in the north line of said 164.377 acre tract;

THENCE with the north line of said 164.377 acre tract, the following courses:

North 73°04'06" East, a distance of 37.57 feet to a point for corner;

North 63°06'13" East, a distance of 77.92 feet to a point for corner;

North 53°08'21" East, a distance of 23.59 feet to the southwest corner of called 0.003 acre tract of land designated as "Tract 2" in said Special Warranty Deed to Pulte Homes of Texas, L.P.

THENCE with the south line of said "Tract 2", the following courses:

North 56°48'01" East, a distance of 47.37 feet to a point for corner;

North 68°51'36" East, a distance of 23.32 feet to a point for corner in the north line of said 164.377 acre tract;

THENCE North 84°23'13" East, with said north line, a distance of 141.21 feet to the southwest corner of a called 0.031 acre tract of land designated as "Tract 1" in said Special Warranty Deed to Pulte Homes of Texas, L.P.;

THENCE with the south line of said "Tract 1", the following courses:

South 89°42'21" East, a distance of 16.17 feet to a point for corner;

North 80°19'26" East, a distance of 77.59 feet to a point for corner;

North 70°21'41" East, a distance of 77.59 feet to a point for corner;

North 60°23'49" East, a distance of 77.59 feet to a point for corner;

North 50°25'57" East, a distance of 77.59 feet to a point for corner;

North 40°28'05" East, a distance of 77.59 feet to a point for corner;

North 30°30'13" East, a distance of 77.59 feet to a point for corner;

North 20°32'20" East, a distance of 70.72 feet to a point for corner;

North 14°58'42" East, a distance of 6.84 feet to a point for corner;

THENCE North 14°58'42" East, a distance of 8.32 feet to a point for corner in the northwesterly line of said 164.377 acre tract;

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SONOMA VERDE NORTH PHASE 1A/1B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

THENCE with said northwesterly line, the following courses:

North 22°36'35" East, a distance of 8.52 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 00°00'07" West, a distance of 4.38 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 15°08'14" East, a distance of 1,549.60 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner in the southeasterly line of the aforementioned 25.01 acre tract;

North 44°38'47" East, a distance of 234.66 feet to the **POINT OF BEGINNING** and containing 6,956,104 square feet or 159.690 acres of land.

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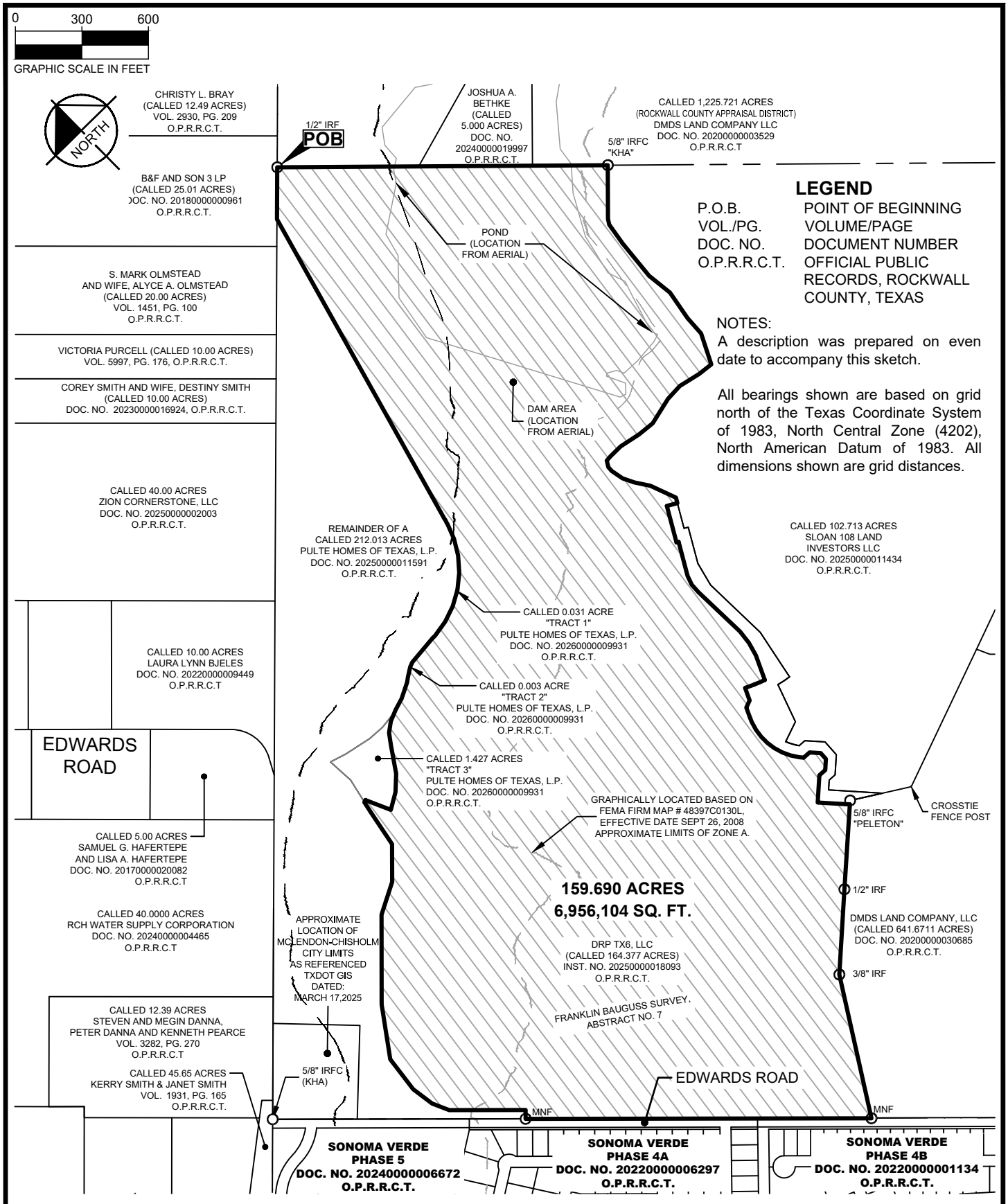
STATE OF TEXAS
REGISTERED
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PROFESSIONAL
LAND SURVEYOR

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LEGEND

P.O.B.	POINT OF BEGINNING
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SONOMA VERDE NORTH PHASE 1A/1B
METES AND BOUNDS DESCRIPTION

FRANKLIN BAUGUSS SURVEY, ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 600'	GDW	DRA	Jun. 2026	069309074	5 OF 5

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Sonoma Verde North

6/18/2026

Exhibit "B"
Development Standards

Planned Development Regulations

±208.787 Acres

The Sonoma Verde North subject property consists of 314.726-acres of land generally located northeast of Edwards Road, northwest of Wallace Road, and southeast of FM 550, within the McLendon-Chisholm ETJ, Rockwall County, Texas. The proposed development shall be for single family homes, and include amenity center areas, open spaces, and trails. The subject property shall be planned as a Planned Development Ordinance, and shall conform to the following conditions and requirements stated herin:

1. Zoning Exhibits

   The development will align closely with the Concept Plan outlined in Exhibit "C," including the placement and orientation of proposed trails, amenity centers, open spaces, and single-family homes.

   Exhibit "A-1" (Boundary Survey – Pulte Homes of Texas, LP) and Exhibit "A-2" (Boundary Survey – DRP TX 6 LLC) depicts the property location and limits of the proposed Planned Development. The limits of this Planned Development is for a portion of property, described as being a tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being a portion 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.

2. Proposed Land Use Categories

   The following land uses shall be allowed for single-family development:

   a. Single Family 5,500
   b. Single Family 7,200
   c. Single Family 7,800

   The Concept Plan is not intended to be a detailed proposal for the site; rather it shall illustrate the general location of the land uses, street layout, amenity center, trail locations and additional appropriate information required by the subject property and City of McLendon-Chisholm stakeholders.

3. Design Standards

   Design standards for Single Family uses shall comply with the approved Sonoma Verde North Development Agreement. Table 3.1 outlines the standards for the single-family community; however, the Sonoma Verde North Development Agreement shall govern in case of discrepancies. No base zoning district regulations from the Zoning Ordinance apply to the property.

TABLE 3.1: Single Family

Criteria	Single Family 5,500	Single Family 7,200	Single Family 7,800
Minimum Lot Area	5,500 SF	7,200 SF	7,800 SF
Minimum Lot Width	50'**	60'	65'
Minimum Lot Depth	110'	110'	110'
Minimum Lot Depth for cul-de-sac and eyebrow lots	100'	100'	100'
Minimum home size on maximum 20% of the lots at full build out	1,700 SF	1,800 SF	1,800 SF
Minimum home size on the remainder of the lots	1,800 SF	1,900 SF	1,900 SF
Min. Front Yard Setbacks	20'	20'	20'
Min. Side Yard Setbacks	5'	5' for interior side yards; 10' for corner lots	5' for interior side yards; 10' for corner lots
Min. Rear Year Setbacks	5'	10'	10'
Maximum Height of Single-Family Home*	36' & 2 Stories	36' & 2 Stories	36' & 2 Stories

*Building height and lot coverage shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement

**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.

***The maximum number of single-family residential dwelling units permitted on the Property is 725.

4. Streets
    a. All streets shall be owned and maintained by the City of McLendon-Chisholm.
    b. Residential streets shall be a minimum of 31' wide, measured from back of curb to back of curb per Exhibit "F".
    c. Collector streets shall be a minimum of 37' wide, measured from back of curb to back of curb per Exhibit "F".
    d. Divided Collector streets shall be a minimum of 25' wide, measured from back of curb to back of curb with a variable-width median per Exhibit "F".
    e. One-half of the four-lane undivided section of Edwards Road (adjacent to the development) is required to be constructed and shall be a minimum of 24.5' back of curb to edge of pavement per Exhibit "F".

5. Building Facades and Materials
    a. 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 apple, except that masonry for the Age Restricted Area may also include cementitious material.

b. From the Original Sonoma Verde Development Agreement:
    i. The exterior wall surface for dwellings shall be at least 75% masonry, excluding windows, doors, garage doors, dormers, exterior trim work, columns, walls located directly beneath covered porches, or patios that have a minimum dimension of four feet in depth and eight feet in width, and similar architectural features. Masonry includes brick, stone, and stucco. The City Council may approve the use of alternate exterior building materials in lieu of the 75% masonry requirement if the alternate exterior building materials are used in connection with a historic architectural design or other unique architectural design that justifies the use of non-masonry materials, such as cementitious fiberboard.

6. Screening & Buffering
    a. Perimeter fencing, landscaping, buffering and screening shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement, except for the following:
        i. A solid masonry perimeter screening wall is permitted;
        ii. Fencing of 4 feet or higher may be constructed of wrought iron;
        iii. Wood fencing may be a minimum of 6 feet high and a maximum of eight feet high.

    b. From the Original Sonoma Verde Development Agreement:
        i. Height: Fence height on individual residential lots are limited to a maximum height of six feet.
        ii. Side Yard Fence Returns: Side yard fence returns for fences in the interior side yard shall, at a minimum, extend to within 10 feet of the front corner of each single-family residence.
        iii. Subdivision Perimeter Fencing: Subdivision perimeter fencing shall be constructed of 100% masonry or wrought iron with masonry columns at 40 feet on center where the rear or side of a single-family residence abuts a street. Subdivision perimeter fencing shall be a minimum of five feet in height. Subdivision perimeter fencing shall not exceed a length of 500 feet without a change in character such as the addition od wrought iron with a living screen.
        iv. Screening Adjacent to Open Space, Common Areas or Park Areas: All screening and fencing that is adjacent to common areas, open space, or park areas shall consist of ornamental iron, except that a screening wall or fence adjacent to a major arterial road may also consist of wood and/or masonry. All fencing or screening walls that serve as a perimeter fence or wall shall incorporate landscaping, including trees and shrubs.
        v. Fence Materials: Fencing made of chain link, aluminum, or metal (other than wrought iron) is prohibited. Wood stockade fences shall have metal posts and triple bracing. Wood stockade fences shall be of cedar, spruce

consisting of number one or two grade lumber, or any other wood of a higher quality and better durability.

vi. Fence Maintenance: All fencing that is not located on an individual lot shall be provided within an easement, and a property owners association, a PID, or a District shall maintain the fencing.

7. Landscape Features

a. The property shall be developed with a trail system, which is generally depicted per Exhibit "D". The homeowners association will be responsible for maintaining the trail system.
    i. Trails located adjacent to Edwards Road shall have a minimum width of five feet (5') and shall only be required along the south side of Edwards Road.
    ii. Trails located adjacent to the primary collector roadway within the Sonoma Verde North development (Rondinella Drive) shall have a minimum width of six feet (6') and shall only be required along the east and west sides of the collector roadway.

b. Landscaping shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.

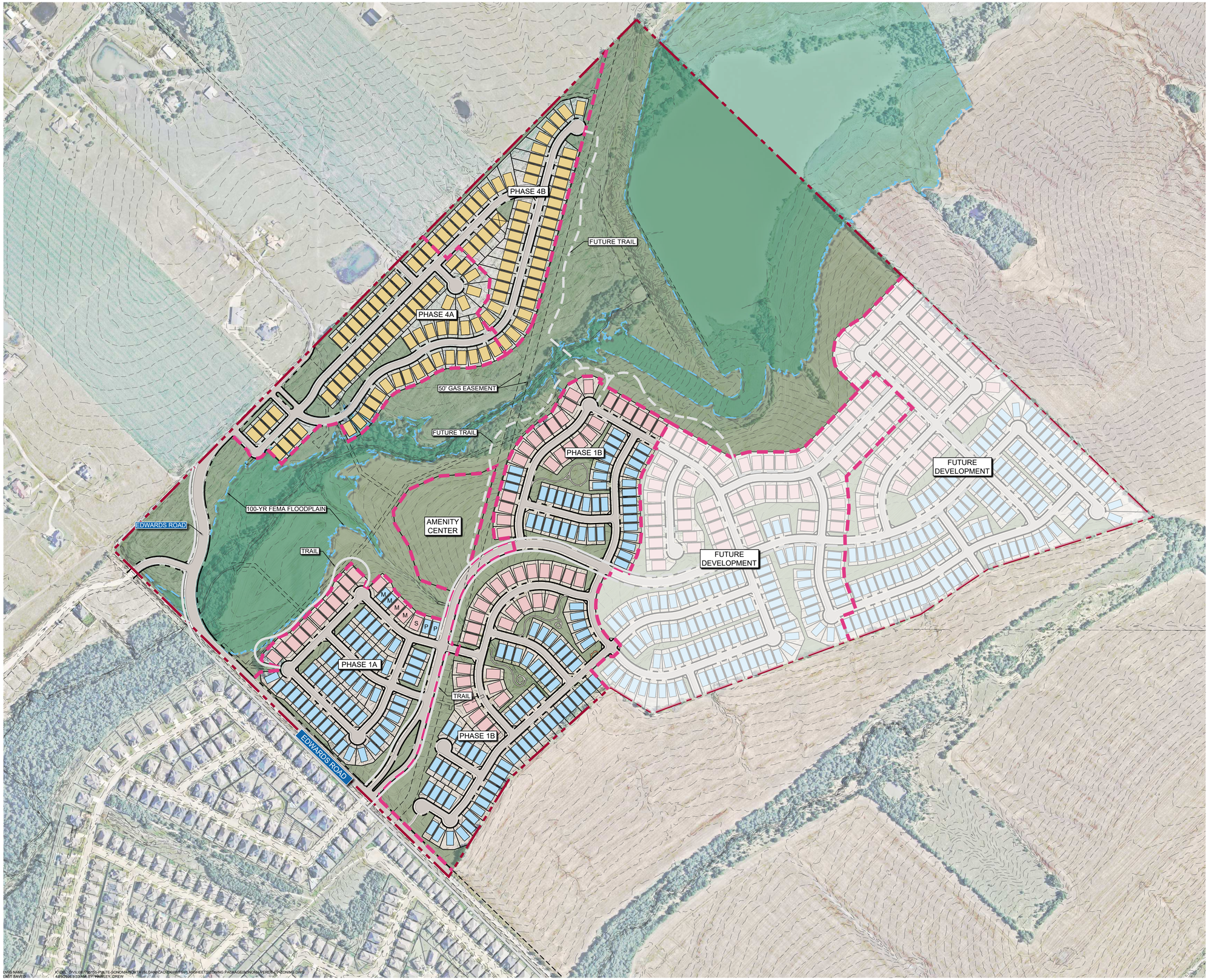
c. From the Original Sonoma Verde Development Agreement:
    i. The following landscaping provisions are the exclusive landscaping provisions that apply to the Development Property:
        1. Perimeter Landscape Buffers Other than Along SH 205: Except along SH 205, a 10-ft landscape buffer must be provided where the rear of a lot abuts a street. Buffers shall contain a minimum of one tree that is a least four inches in caliper (measure at two feet above the ground) and eight feet in height at the time of planting for each 20 feet of street frontage or fraction thereof. The buffer may include a sidewalk if approved by the City Council. Landscaped buffers shall also include shrubs, ground cover, sod, or other live plant materials.
        2. Subdivision Entryway Landscaping: At a minimum, subdivision entryways shall be landscaped to include trees, shrubs, and ground cover or sod. Landscaped areas shall be a total of 25 feet wide (which includes median landscaping if requested by the developer), along each street they abut, and shall be a minimum of 20 feet in depth. Landscaping shall include a minimum of three trees at each entryway corner, and each tree must be at least three inches in caliper (measured at six feet above the ground) and eight feet in height at the time of planting. Each landscaped area shall also include a minimum of ten shrubs that are a minimum of three gallons each.
        3. Landscaping for Residential: All residential development shall meet the following landscaping standards: (i) a minimum of two trees that are at least two inches in caliper measured two feet above ground level must be planted on each detached single family lot, and at least one of the two trees must be planted in the front yard;

(ii) each single family detached lot shall have a minimum of ten shrubs that are a minimum of three gallons each; and (iii) all of the unimproved areas of a front lawn shall be covered in turf or sod. Required landscaping shall be installed prior to occupation of a new home.

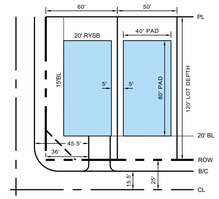
4. Irrigation: All required landscaping in common areas shall be irrigated with an automatic irrigation system.
5. Maintenance: All landscaped buffers and entryway areas shall be maintained at all times.
6. Waiver: The City Council may reduce the width of the require landscape buffer or entryway landscaped area when the reduction is necessary to accommodate utilities or public improvements.

8. Planned Development Amendments and Administrative Provisions

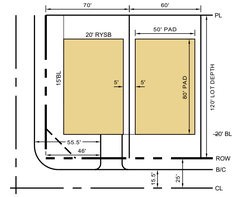
a. Platting of the property is permitted prior to annexation of the Property into the City's corporate limits and prior to zoning of the Property.
b. The City agrees to consider zoning the Property as a planned development district that allows single-family development as described in this Agreement, although nothing in this Agreement shall be construed as a requirement to zone the Property in any particular matter. 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 the Sonoma Verde North Development Agreement and any zoning of the Property, the Sonoma Verde North Development Agreement shall control.



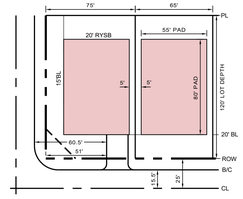
GRAPHIC SCALE IN FEET
0 125 250 500
1"=250' @ 24x36



TYPICAL 50' LOT



TYPICAL 60' LOT



TYPICAL 65' LOT

LEGEND

M	MODEL HOME
S	SALES CENTER
P	PARKING

Phase 1A

50'	59	79.73%
65'	15	20.27%
Phase 1A Total	74	

Phase 1B

50'	108	67.08%
65'	53	32.92%
Phase 1B Total	161	

Phase 4A

60'	65	100%

Phase 4B

60'	56	100%

Overall Lot Count

50'	167	46.91%
60'	121	33.99%
65'	68	19.10%
Overall Total	**356**	

Exhibit C

OVERALL CONCEPT PLAN

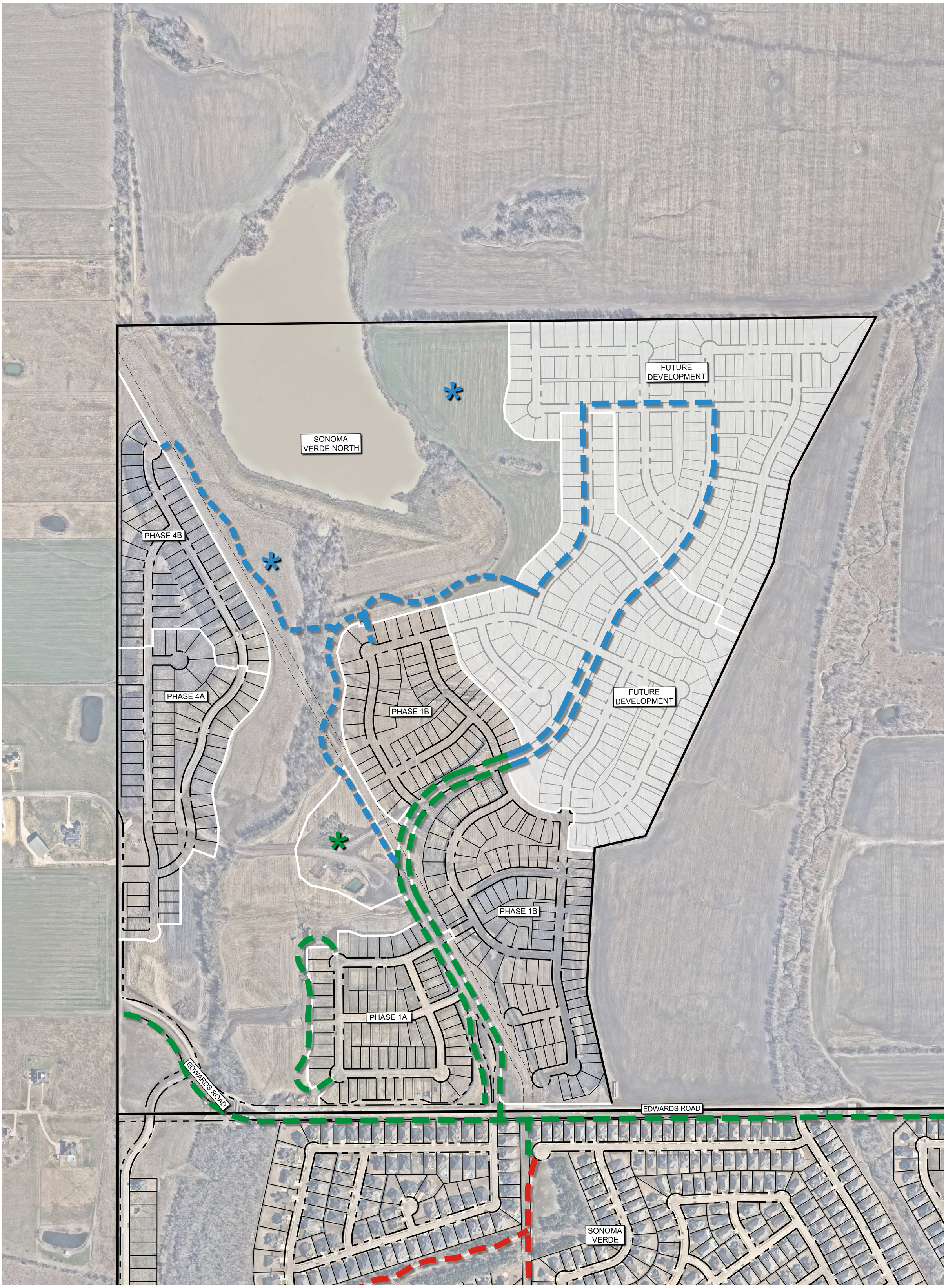
Sonoma Verde North

McLendon-Chisholm, Texas

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
P 469-501-2200
State of Texas Registration No. F-928

June 2026

DWG NAME: K:\SHL_DIV\067\196135-PULTE-SONOMA-NORTH\SLDANYCAD\EXHIBITS\PLANSHEETS\ZONING PACKAGE\SONOMA VERDE - EXZONING.DWG
LAST SAVED: 4/8/2026 9:33 AM BY HAWLEY, DREW



TRAIL LEGEND

- EXISTING
- PROPOSED
- FUTURE
- AMENITY (PROPOSED)
- AMENITY (FUTURE)

GRAPHIC SCALE IN FEET
0 125 250 500
1"=250' @ 22x34

Exhibit D
TRAIL PLAN

Sonoma Verde North

McLendon-Chisholm, Texas
June 2026

DWG NAME K:\CEL_CIVIL\067705155-PULTE-SONOMA NORTH (SLOAN)\CAD\EXHIBITS\PLANSHEETS\ZONING PACKAGE\TRAIL PLAN.DWG
LAST SAVED 4/24/2026 6:06 PM

Kimley»Horn
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
469-501-2200
State of Texas Registration No. F-928



GRAPHIC SCALE IN FEET
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1"=250' @ 24x36

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454.75GB 8:00PM, BY: HAWLEY, DREW

Exhibit E

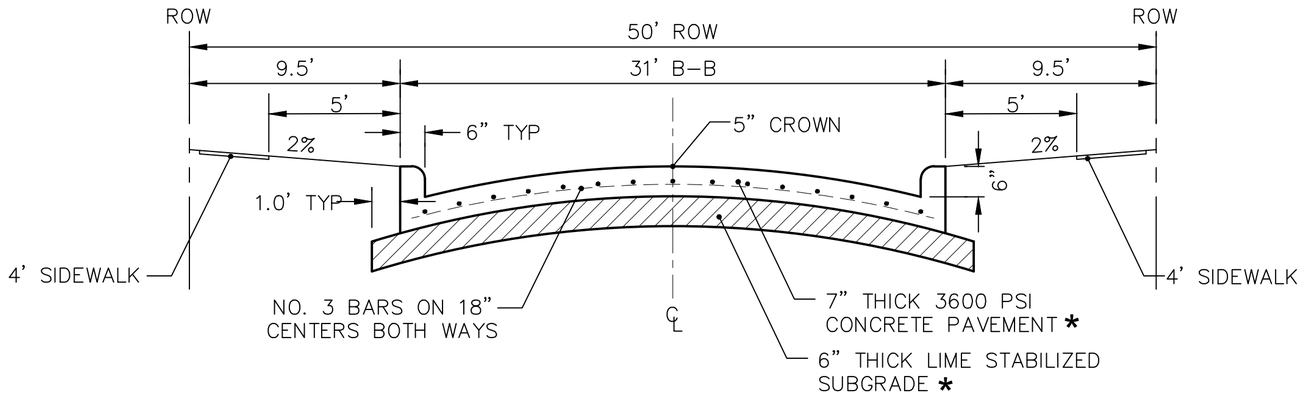
OPEN SPACE

Sonoma Verde North

McLendon-Chisholm, Texas

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
P-469-501-2200
State of Texas Registration No. F-928

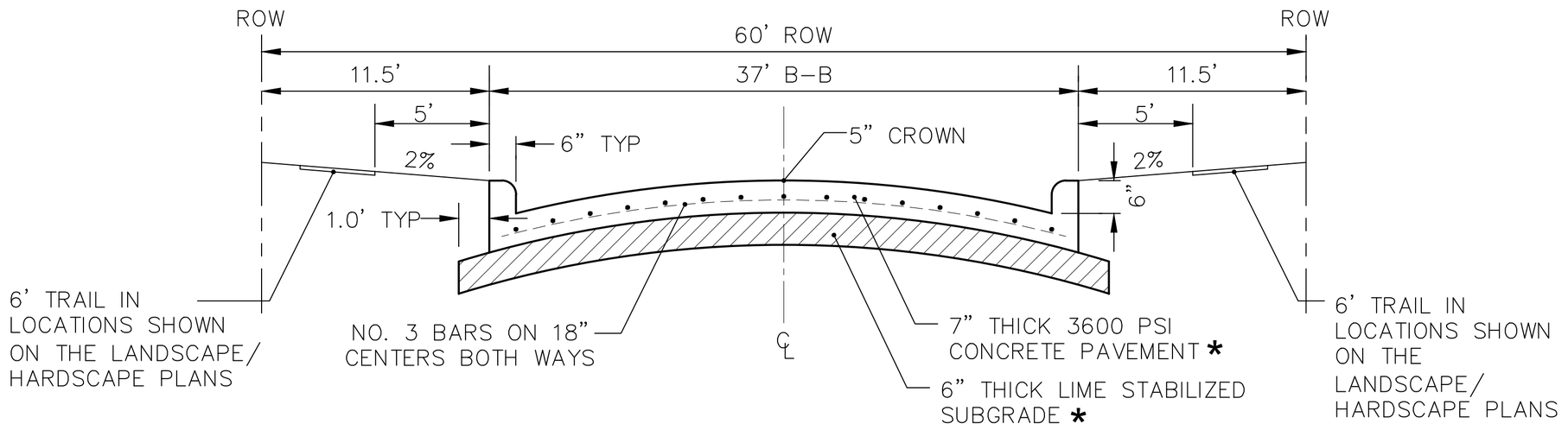
June 2026



RESIDENTIAL PARABOLIC STREET SECTION

NTS

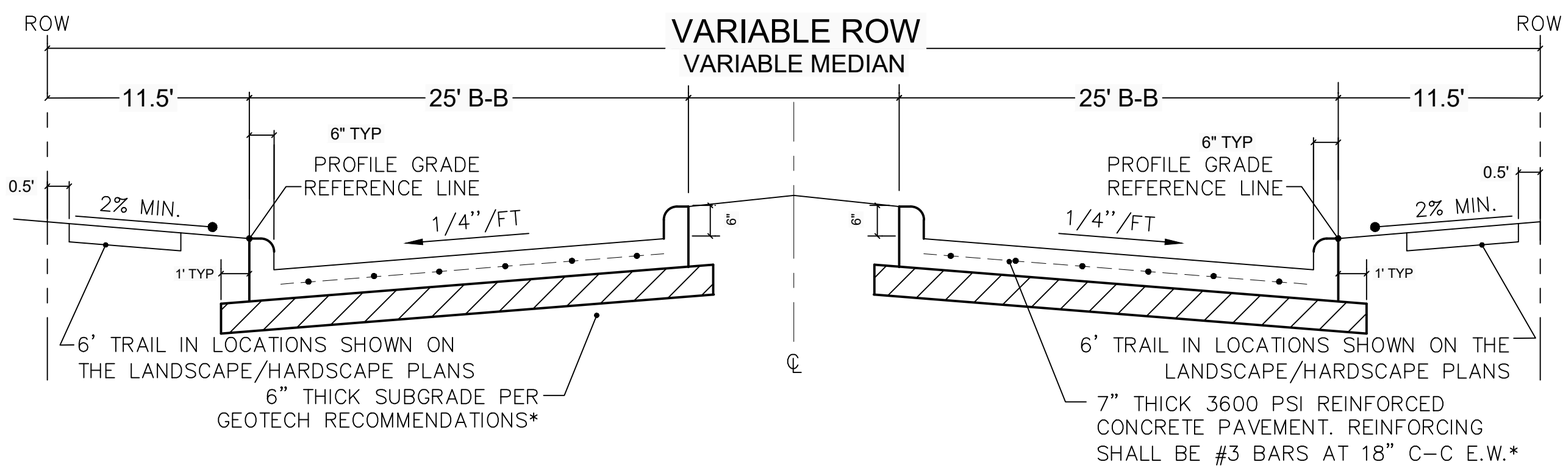
* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



COLLECTOR PARABOLIC STREET SECTION

NTS

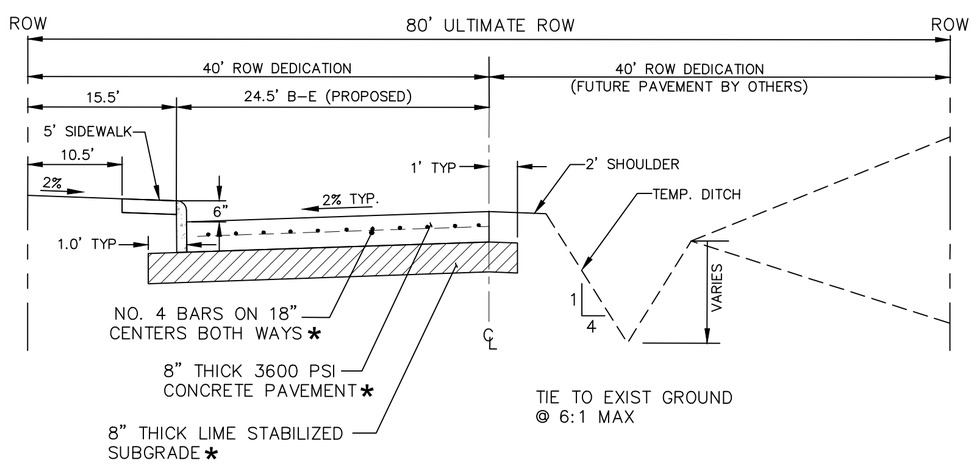
* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



DIVIDED COLLECTOR SECTION

NTS

* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



EDWARDS 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

PROPOSED STREET PAVING SECTIONS

Sonoma Verde North

McLendon-Chisholm, Texas

June 2026

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LAST SAVED 4/29/2026 7:45 PM

Kimley»Horn
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
469-501-2200
State of Texas Registration No. F-928

Property Owners:

1. Prop ID #48613
    a. Christy L Bray
    b. 270 Lone Star Drive Royse City, Texas 75189
2. Prop ID #48614
    a. B&F and Son 3 LP
    b. 5909 Westgrove Drive Dallas, Texas75248
3. Prop ID #49800
    a. Mark S Olmstead
    b. 2261 FM 550 Royse City, Texas 75189
4. Prop ID #80787
    a. Victoria Purcell
    b. 6705 Emerson Drive Forney, Texas 75126
5. Prop ID #51568
    a. Corey and Destiny Smith
    b. 2201 E FM 550 Rockwall, Texas 75032
6. Prop ID # 26859
    a. Zion Cornerstone LLC
    b. 2032 Kings Forest Drive Heartland, Texas 75126
7. Prop ID # 57800
    a. Laura Bjeles and Zlatko Bjeles
    b. 187 Edwards Road Rockwall, Texas 75032
8. Prop ID #56588
    a. Alysan and Samuel G Jr. Hafertepe
    b. 428 Edwards Road Rockwall, Texas 75032
9. Prop ID #56589
    a. RCH Water Supply Corporation
    b. PO Box 2318 Rockwall, Texas 75087
10. Prop ID #73191
    a. Steven and Megin Danna
    b. 107 Rose Marie Lane Rockwall, Texas 75032
11. Prop ID #53863
    a. Janet L and Kerry K Smith
    b. 1601 E FM 550 Rockwall, Texas 75032
12. Prop ID #334988
    a. Land Solutions SV LLC
    b. 15441 Knoll Trail Drive, Suite 150 Dallas, Texas 75248

13. Prop ID #334972
    a. Land Solutions SV LLC
    b. 15441 Knoll Trail Drive, Suite 150 Dallas, Texas 75248
14. Prop ID #112175
    a. Mellissa Ramra and Ryan Kluge
    b. 1740 Salvatore Lane Rockwall, Texas 75032
15. Prop ID # 112176
    a. Fares Saleh Malak
    b. 1802 Verona Lane McClendon-Chisholm, Texas 75032
16. Prop ID #112177
    a. Antonio and Sharon June
    b. 1806 Verona Lane McClendon-Chisholm, Texas 75032
17. Prop ID #112178
    a. Kyong AE and Lucas Eggert
    b. 1810 Verona Lane McClendon-Chisholm, Texas 75032
18. Prop ID #112179
    a. Castlerock Communities LP
    b. 2401 Fountain View Drive Suite 215 Houston, Texas 77057
19. Prop ID #112180
    a. Castlerock Communities LP
    b. 2401 Fountain View Drive Suite 215 Houston, Texas 77057
20. Prop ID # 112181
    a. Kerstin Samir Samwae Sidarous and Nabil K Sidhom
    b. 1822 Verona Lane McClendon-Chisholm, Texas 75032
21. Prop ID #112182
    a. Yen Huynh
    b. 545 Oldbridge Road Allen, Texas 75002
22. Prop ID #112183
    a. Allen Family Living Trust
    b. 1830 Verona Lane McClendon-Chisholm, Texas 75032
23. Prop ID #112184
    a. Bonnie Soileau
    b. 1834 Verona Lane McClendon-Chisholm, Texas 75032
24. Prop ID #112185
    a. Castlerock Communities LP
    b. 2401 Fountain View Drive Suite 215 Houston, Texas 77057

25. Prop ID #112186
    a. Victor Ugochukwu Onyenze
    b. 1842 Verona Lane McClendon-Chisholm, Texas 75032
26. Prop ID #112187
    a. Diane and David John Finucane
    b. 1846 Verona Lane McClendon-Chisholm, Texas 75032
27. Prop ID #112188
    a. Ashley Renee and Andrew Casas
    b. 1850 Verona Lane McClendon-Chisholm, Texas 75032
28. Prop ID #112189
    a. Hang Keang Huy
    b. 1854 Verona Lane McClendon-Chisholm, Texas 75032
29. Prop ID #112213
    a. Kristi Leann Allen
    b. 1927 Rondinella Drive McClendon-Chisholm, Texas 75032
30. Prop ID #11212
    a. Hannah Linn and Chad Michael Byers
    b. 1923 Rondinella Drive McClendon-Chisholm, Texas 75032
31. Prop ID #112211
    a. Misty Dixon Clark
    b. 1739 Bison Meadow Lane Rockwall, Texas 75032
32. Prop ID #112210
    a. Atajan Yangibayev
    b. 1915 Rondinella Drive McClendon-Chisholm, Texas 75032
33. Prop ID #112301
    a. Sonoma Verde Homeowners Association
    b. 7800 Dallas Parkway Suite 450 Plano, Texas 75024
34. Prop ID #112277
    a. Igor and Irina Kremen
    b. 1999 Frediano Lane McClendon-Chisholm, Texas 75032
35. Prop ID #112278
    a. 2022 HC Cleavinger Revocable Trust
    b. 1995 Frediano Lane McClendon-Chisholm, Texas 75032
36. Prop ID #112279
    a. Angela Mae and Michael Fabio Snidow
    b. 1991 Frediano Lane McClendon-Chisholm, Texas 75032

37. Prop ID #112280
    a. Click N Close, Inc
    b. PO Box 2229 Addison, Texas 75001
38. Prop ID #112281
    a. Amanda L and Jesus Antonio Guajardo
    b. 1983 Frediano Lane McClendon-Chisholm, Texas 75032
39. Prop ID #112282
    a. Three Core Properties, LLC
    b. 4921 Bunkhouse Street Fremont, California 94555
40. Prop ID# 112283
    a. Kirby Rankin and Micaela Grace Hicks
    b. 1975 Frediano Lane McClendon-Chisholm, Texas 75032
41. Prop ID# 112284
    a. Melissa Michelle Dixon
    b. 1971 Frediano Lane McClendon-Chisholm, Texas 75032
42. Prop ID# 112285
    a. Sonja Birgitte and Chad Aaron Clark
    b. 1967 Frediano Lane McClendon-Chisholm, Texas 75032
43. Prop ID# 10077
    a. DMDS Land Company LLC
    b. 1051 Alta Drive Fort Worth, Texas 76107
44. Prop ID# 10059
    a. DMDS Land Company LLC
    b. 1051 Alta Drive Fort Worth, Texas 76107

City of McLendon-Chisholm

Staff Report

Meeting Date: August 25, 2026

Agenda Item: Discuss and consider a specific use permit (SUP) request for a backlit monument sign to be lit 24 hours a day and an additional building-mounted sign on approximately 1.37 acres situated at 137 S State Highway 205, in the King Latham Survey, City of McLendon-Chisholm, Texas.

Item Summary:

Purpose: The applicant is requesting specific use permit to permit a backlit monument sign and additional building-mounted sign.

Key Modifications:

- Monument Sign Lighting:

Section 5.2.8(1)(g)(i)(3) of the Highway 205 Overlay reads: “Monument sign lighting shall be set to turn off by no later than 11:00 p.m. Sunday – Thursday and midnight Friday – Saturday. Sign lighting shall be on a timer and shall be consistent with the normal hours of operation of the associated business. The intent of this provision is to limit the amount of light pollution during non-business hours. Select businesses (i.e. emergency care, fuel sales, etc.) may request an exemption from this standard.”

The request is to permit the 7 Eleven monument sign at the front of the property to be backlit 24 hours a day for increased visibility for customers.

- Additional Building-Mounted Sign:

Section 3.05.020(c)(4)(I) of the Code of Ordinances reads: “Secondary elevations shall not include building-mounted signage unless expressly permitted elsewhere in this Code.”

As shown on the elevations, the 7 Eleven is proposing building-mounted signs on three elevations. The primary sign will be facing onto Highway 205. The other two signs are proposed to be on the side of the building facing FM 550 and the rear of

the building facing the lot behind (A3 noted on the elevations). The additional sign on the rear of the building is prompting the exception request.

Subject Property: The property is generally located at 137 S State Highway 205.

Current Zoning: The subject property is zoned General Business (GB) and is under the Highway 205 Overlay.

Adjacent Property Zoning:

North: Single-Family Residential (SF 2.5)

East: General Business (GB)

South: General Business (GB)

West: General Business (GB)

Comprehensive Plan Designation: The Future Land Use Plan of the Comprehensive Plan identifies the area including the subject property as SH-205 Corridor.

Staff Recommendation:

At P&Z and City Council's sole discretion.

Options/Alternatives:

1. City Council may approve the Specific Use permit request, as presented.
2. City Council may deny the Specific Use permit request.

Attachments

- Exhibit A – Subject Property (Rockwall CAD)
- Exhibit B – Zoning Map
- Exhibit C – Request Letter
- Exhibit D – Site Plan & Elevations
- Exhibit E – Example Photos

Presenter: Lexie Schrader, Planning Consultant

Exhibit A – Subject Property (Rockwall CAD)



Exhibit B – Zoning Map

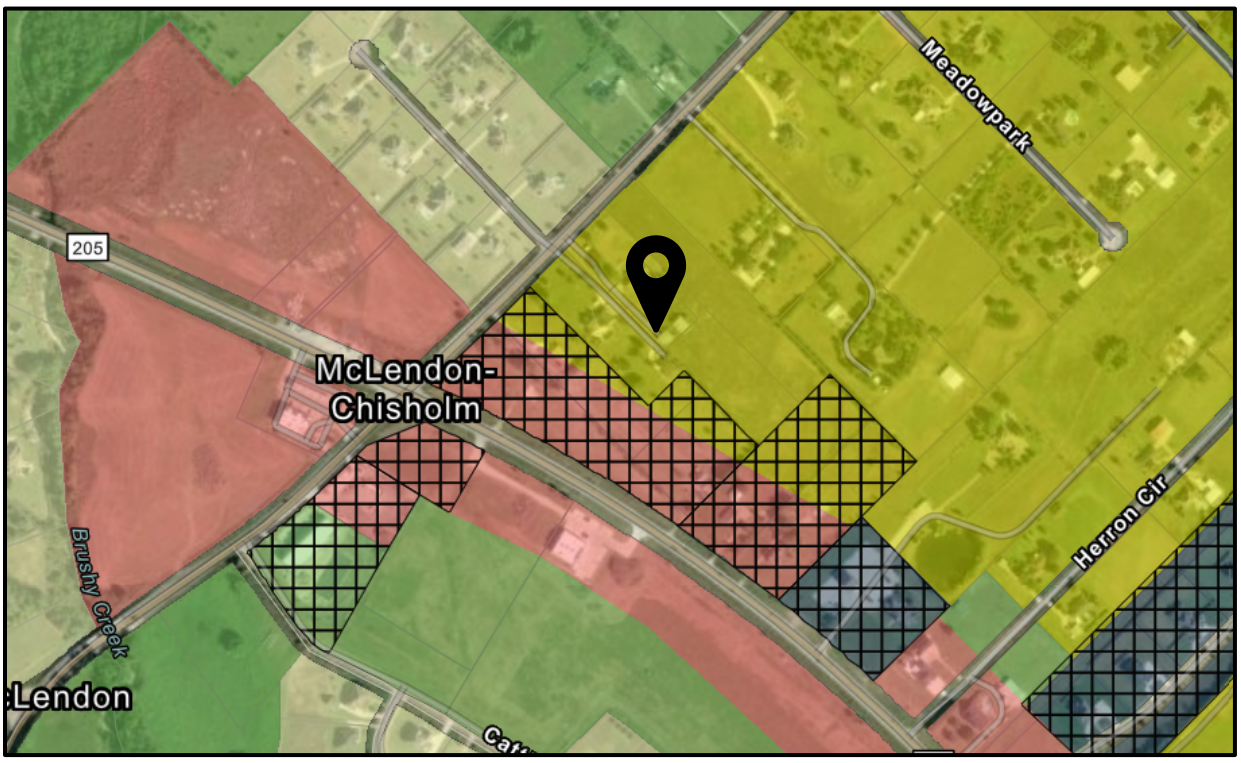
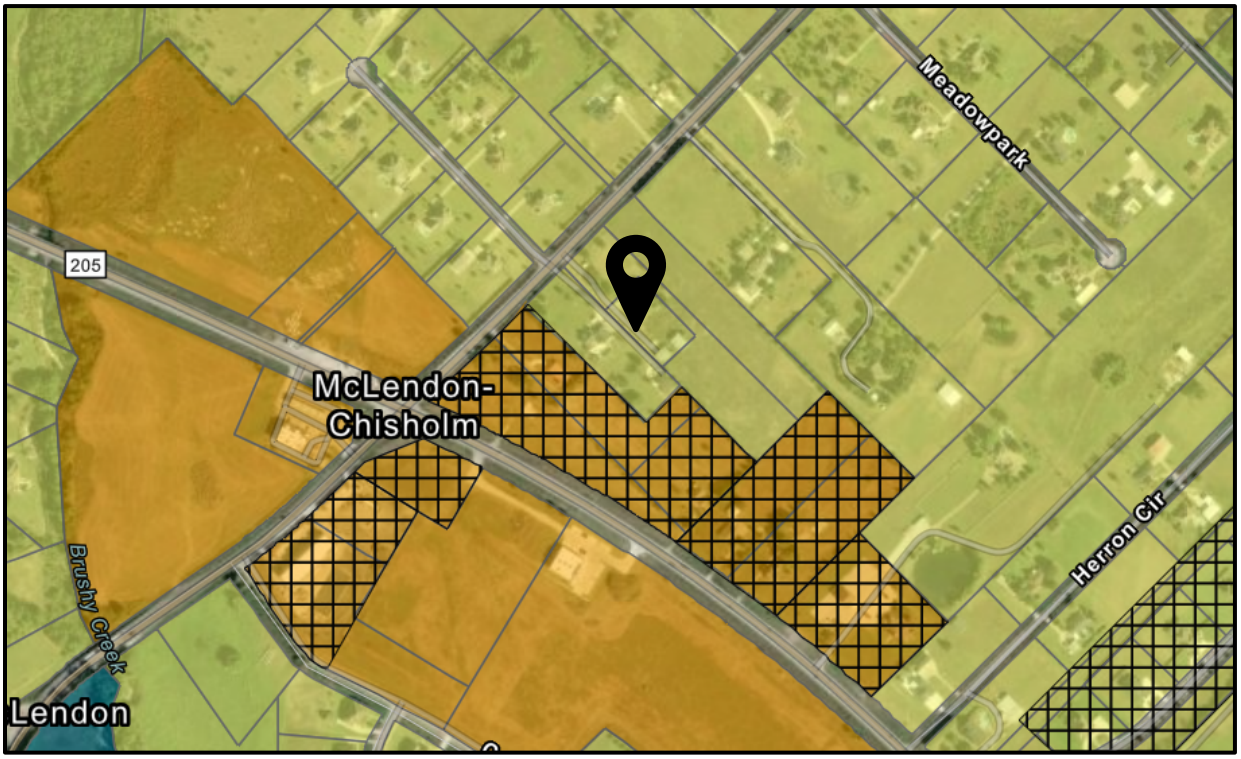


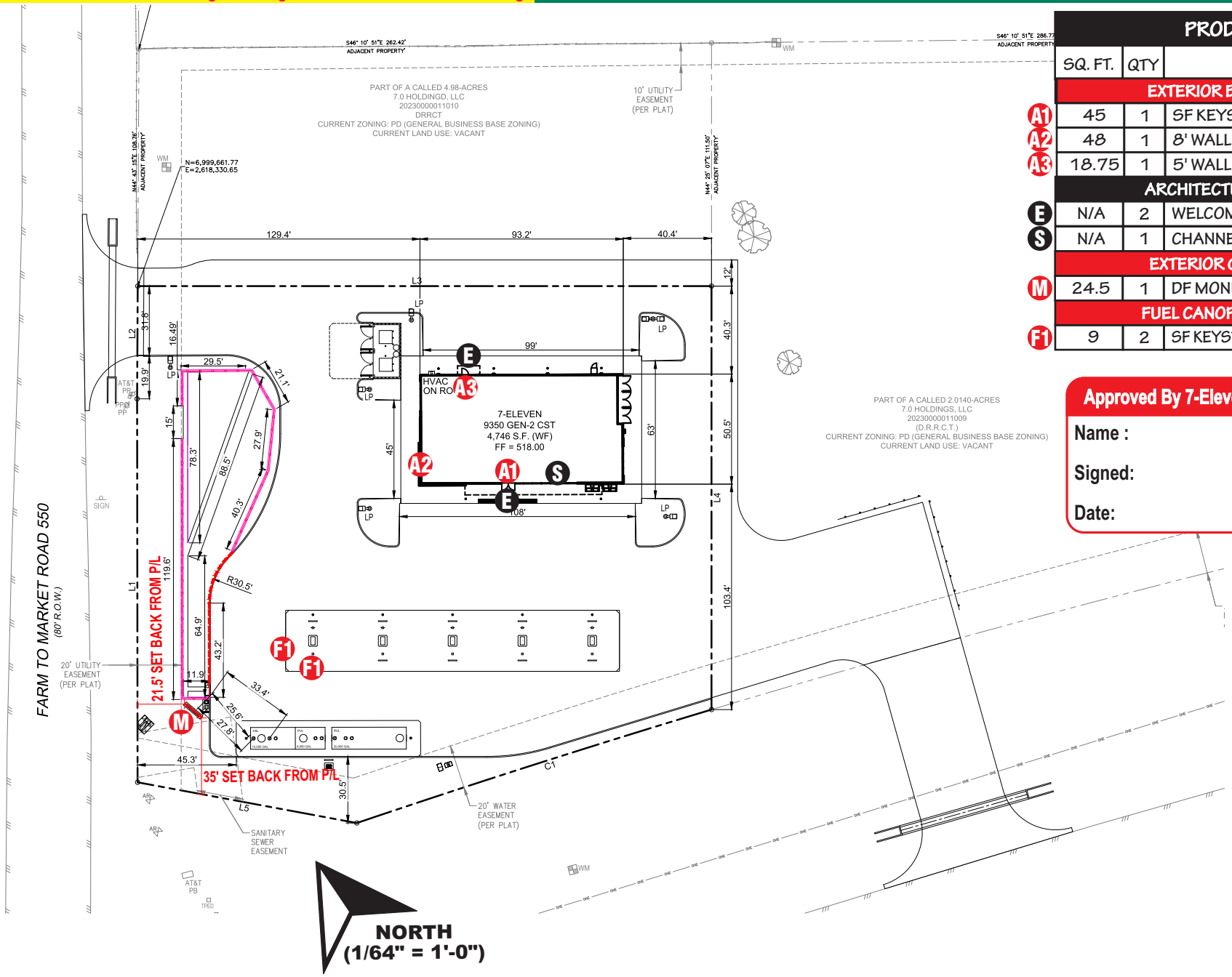
Exhibit C – Comprehensive Plan Future Land Use Plan



SITE PLAN VERSION: DMC 2 42855 McLendon TX - Civil Aconex Response CDs (03/03/26)
ELEVATION VERSION: 2D Rendering - Building Elevations with Additional Glazing.

ZONING: GB/General Business

SITE PLAN



PRODUCT LIST			
	SQ. FT.	QTY	ITEM
EXTERIOR BUILDING SIGNS			
A1	45	1	SF KEYSTONE WALL SIGN
A2	48	1	8' WALL CHANNEL LOGO
A3	18.75	1	5' WALL CHANNEL LOGO
ARCHITECTURAL ELEMENTS			
E	N/A	2	WELCOME VINYLS
S	N/A	1	CHANNEL STRIPES SET
EXTERIOR GROUND SIGNS			
M	24.5	1	DF MONUMENT SIGN (CUSTOM)
FUEL CANOPY FASCIA SIGNS			
F1	9	2	SF KEYSTONE SIGNS

Approved By 7-Eleven Construction Manager

Name :

Signed:

Date:

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: July 21, 2026

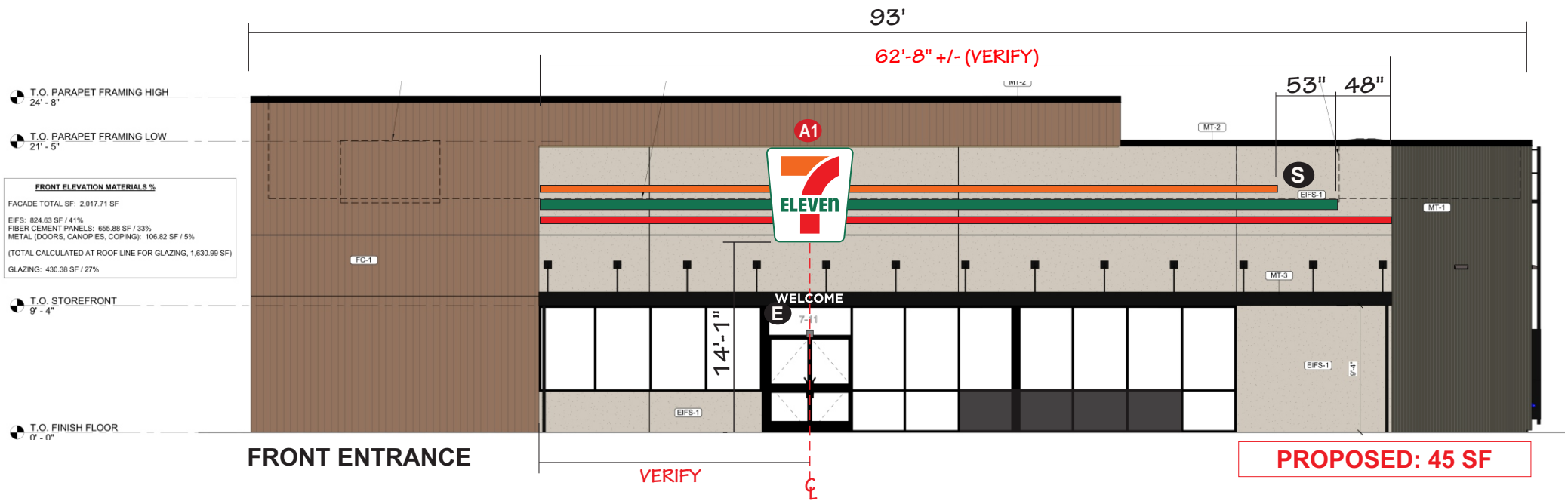
IDENTITI
2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

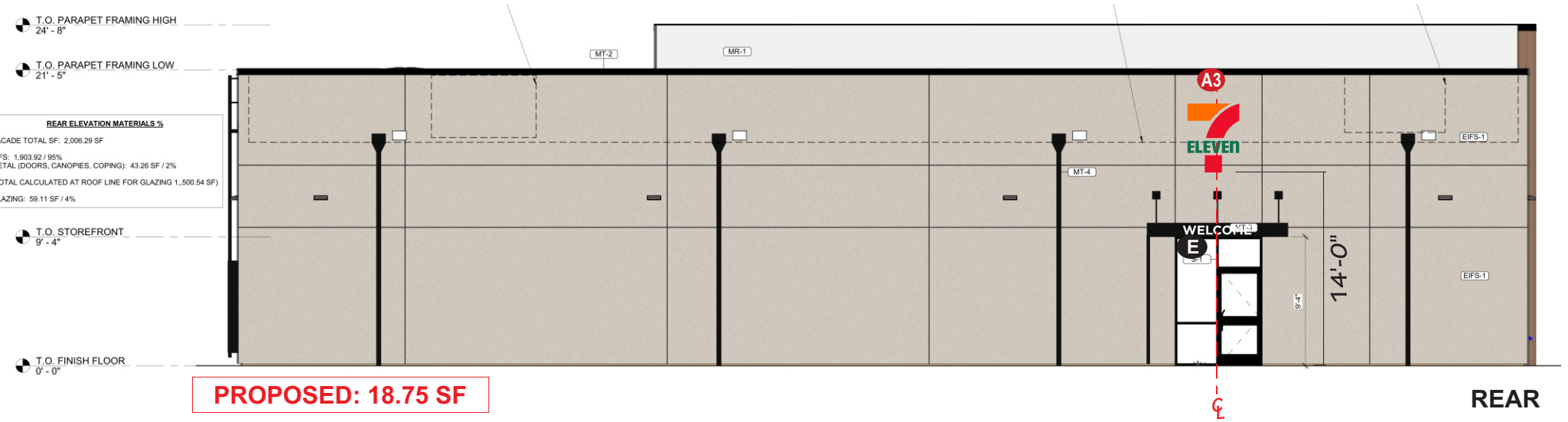
D-ORDER# 1631968004.11
Project Mgr.: Ginger Pullin

SCALE: 3/32" = 1'-0"

ELEVATION - WALL SIGNAGE

Wall Code: 1 Wall sign allowed per elevation - Max 50 SF.





Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: July 21, 2026

IDENTITI
2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

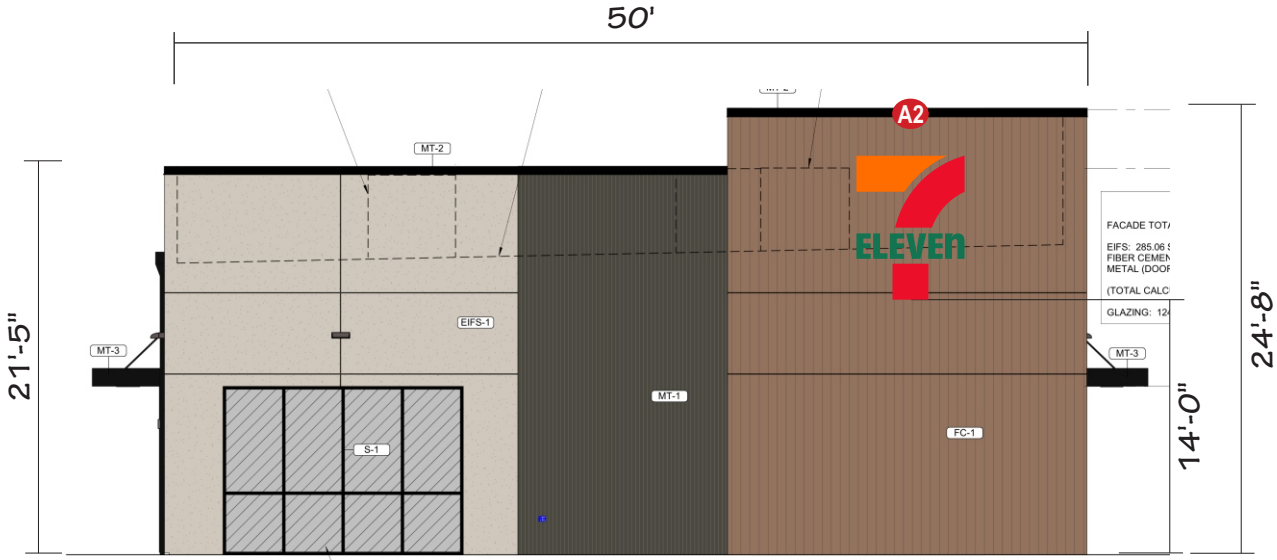
D-ORDER# 1631968004.11

Project Mgr.: Ginger Pullin

SCALE: 3/32" = 1'-0"

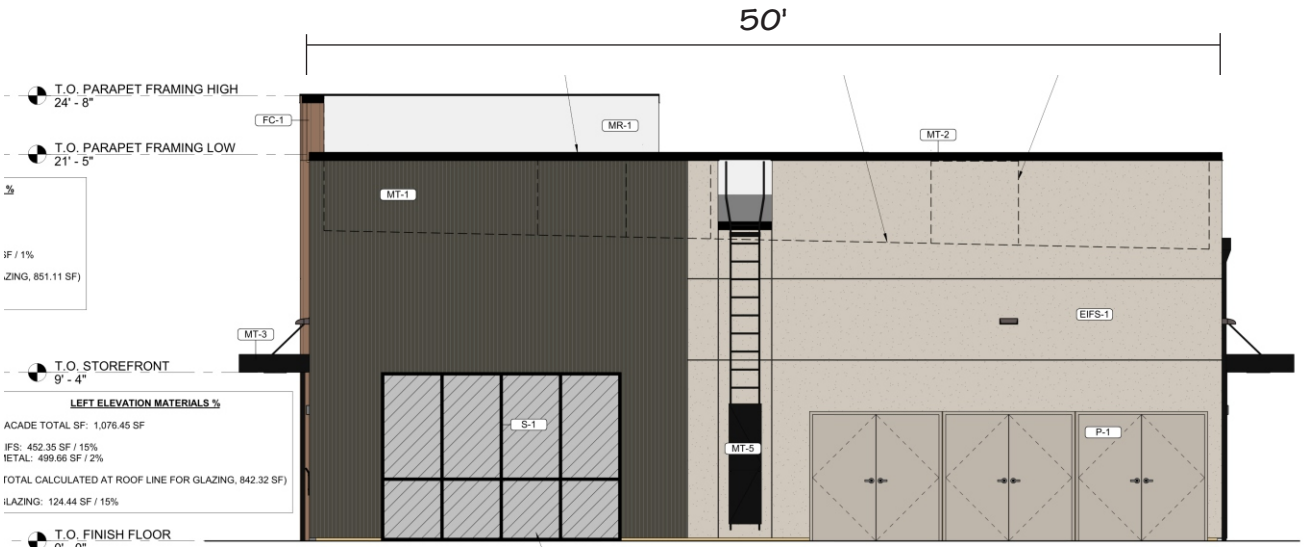
ELEVATION - WALL SIGNAGE

Wall Code: 1 Wall sign allowed per elevation - Max 50 SF.



PROPOSED: 48 SF

LEFT SIDE



RIGHT SIDE

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

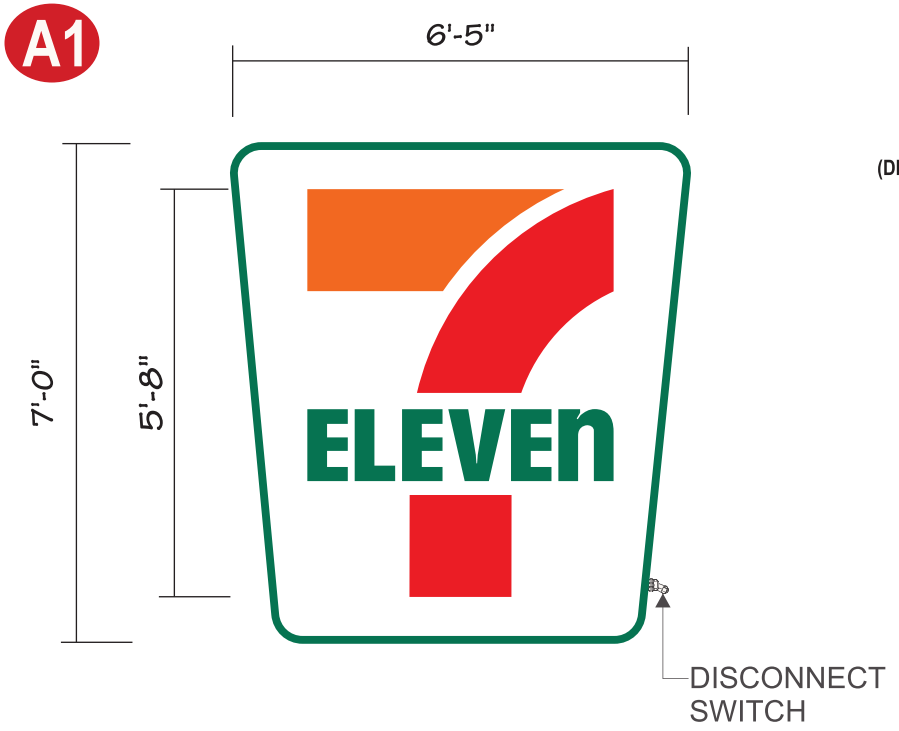
Date: July 21, 2026

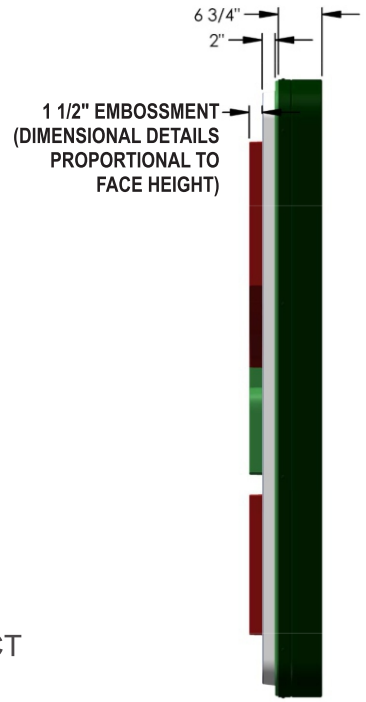
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D-ORDER# 1631968004.11
Project Mgr.: Ginger Pullin

7' SF KEYSTONE WALL SIGN - NEW IMAGE 2024

A1



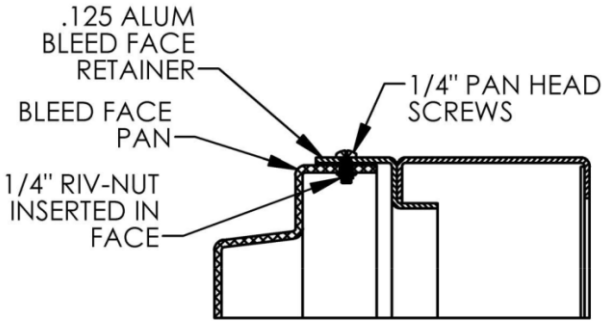


CABINET:
EXTRUDED ALUM. CAB. & RETAINERS
PAINTED GREEN TM PMS 336C

FACE:
PAN-FORMED & EMBOSSED CLEAR POLYCARBONATE, BACK SPRAYED WHITE WITH 2ND SURFACE APPLIED VINYL GRAPHICS.

ILLUMINATION:
WHITE LEDS

- 3M Scotchcal **3730-3243** Pantone PMS 1505 XGC
- 3M Scotchcal **3730-6537** Pantone PMS 336 C
- 3M Scotchcal **3730-2723** Pantone PMS 2347 XGC



Display Square Footage (Cabinet): 45

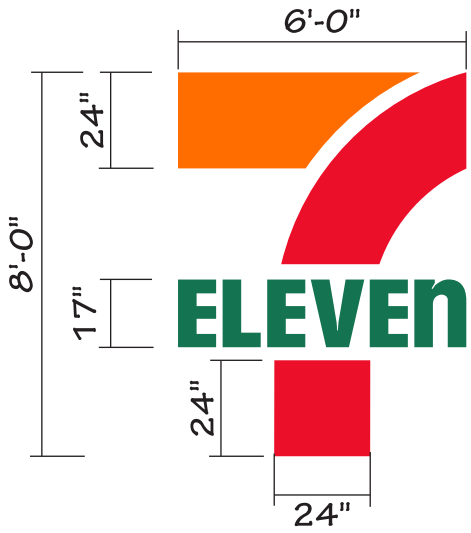
Job Location: Site # 42855 -1057256
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Date: July 21, 2026

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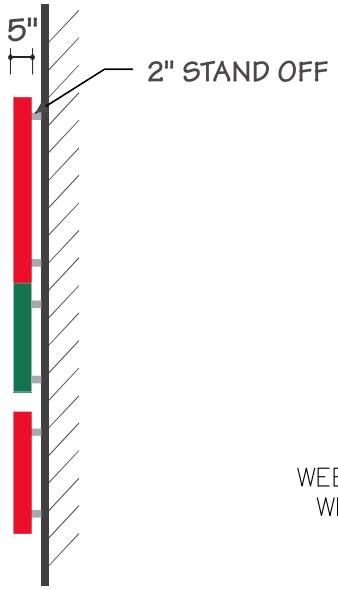
D-ORDER# 1631968004.11
Project Mgr.: Ginger Pullin

8' WALL CHANNEL LOGO (FACE & HALO LIT) - NEW IMAGE 2024

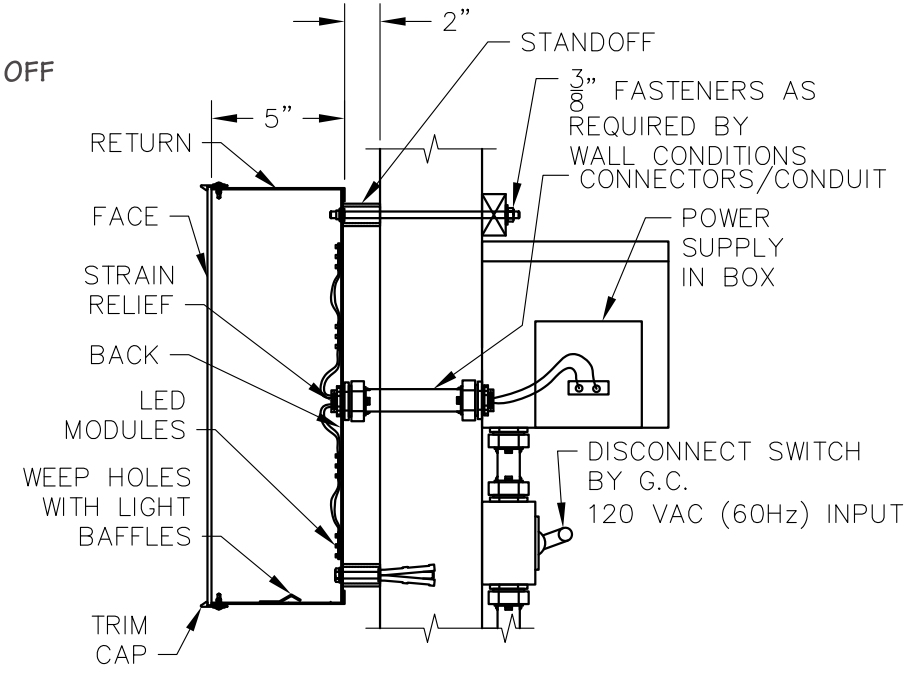
A2



FRONT VIEW



SIDE VIEW



SECTION DETAIL
EQUIPMENT GROUNDED
NOT TO SCALE

FACES:
CLEAR ACRYLIC WITH 2ND SURFACE APPLIED VINYL. (CLEAR ACRYLIC BACKS W/ 36355-30 WHITE FILM)

TRIM CAP:
I" JEWELITE WHITE, PAINT TM RETURN.

RETURNS:
ALUMINUM PAINTED TM FACE COLOR

ILLUMINATION:
WHITE LEDS

3M Scotchcal **3730-3243**
Pantone PMS 1505 XGC

3M Scotchcal **3730-6537**
Pantone PMS 336 C

3M Scotchcal **3730-2723**
Pantone PMS 2347 XGC

Display Square Footage : 48

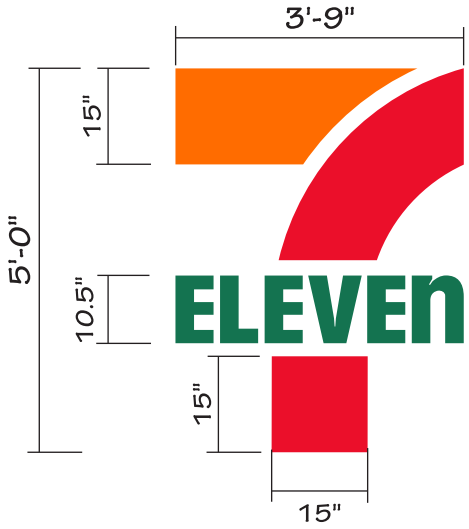
Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: July 21, 2026

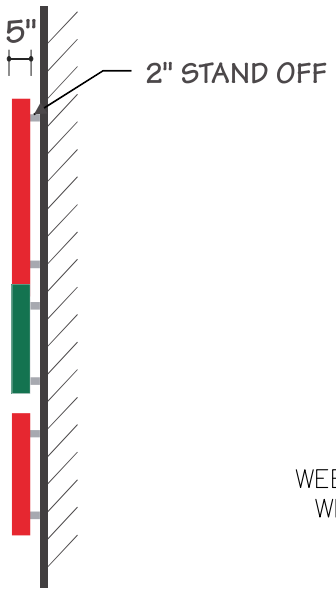
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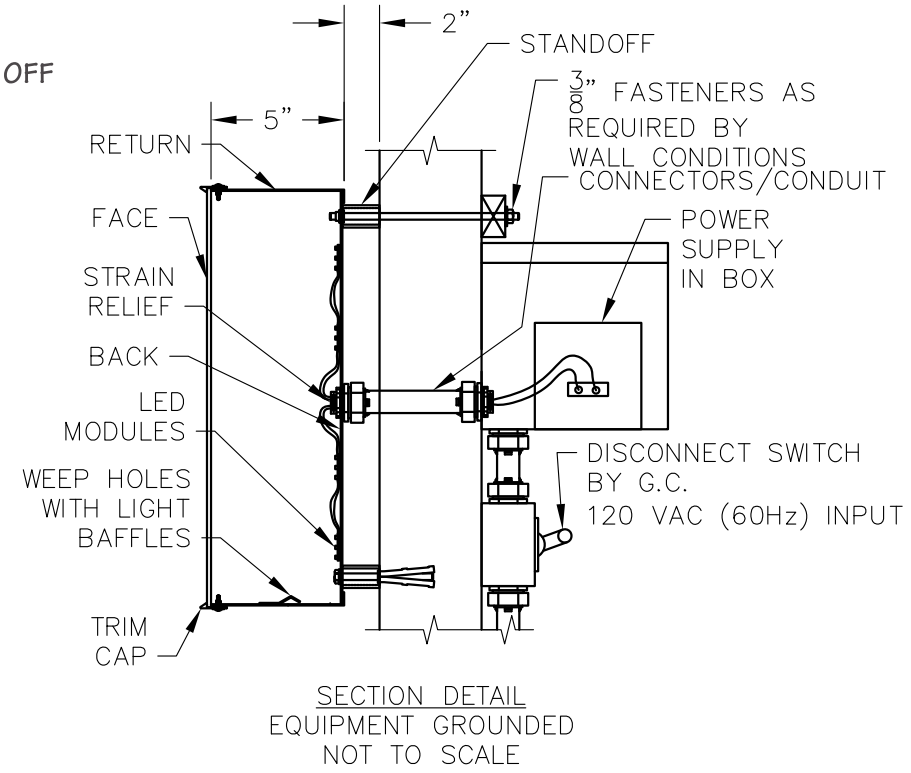
A3



FRONT VIEW



SIDE VIEW



SECTION DETAIL
EQUIPMENT GROUNDED
NOT TO SCALE

FACES:
CLEAR ACRYLIC WITH 2ND SURFACE APPLIED VINYL. (CLEAR ACRYLIC BACKS W/ 36355-30 WHITE FILM)

TRIM CAP:
I" JEWELITE WHITE, PAINT TM RETURN.

RETURNS:
ALUMINUM PAINTED TM FACE COLOR

ILLUMINATION:
WHITE LEDS

3M Scotchcal **3730-3243**
Pantone PMS 1505 XGC

3M Scotchcal **3730-6537**
Pantone PMS 336 C

3M Scotchcal **3730-2723**
Pantone PMS 2347 XGC

Display Square Footage : 18.75

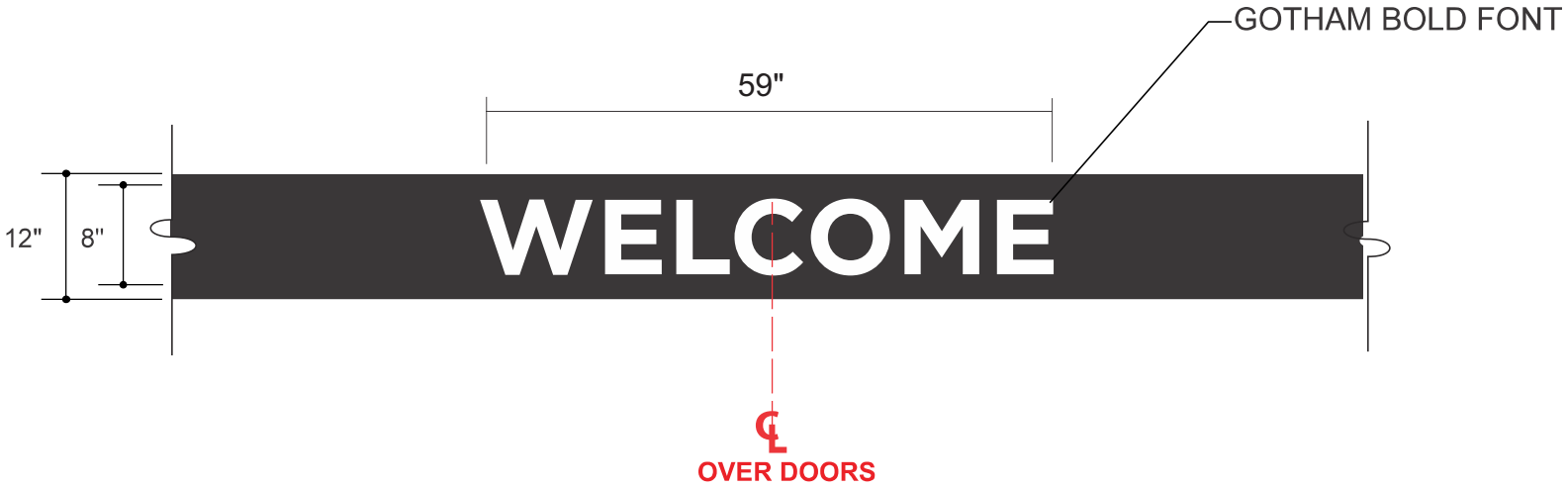
Job Location: Site # 42855 -1057256
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Date: July 21, 2026

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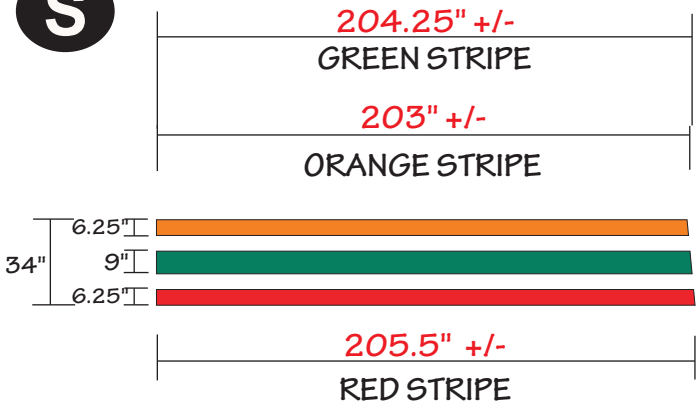
E

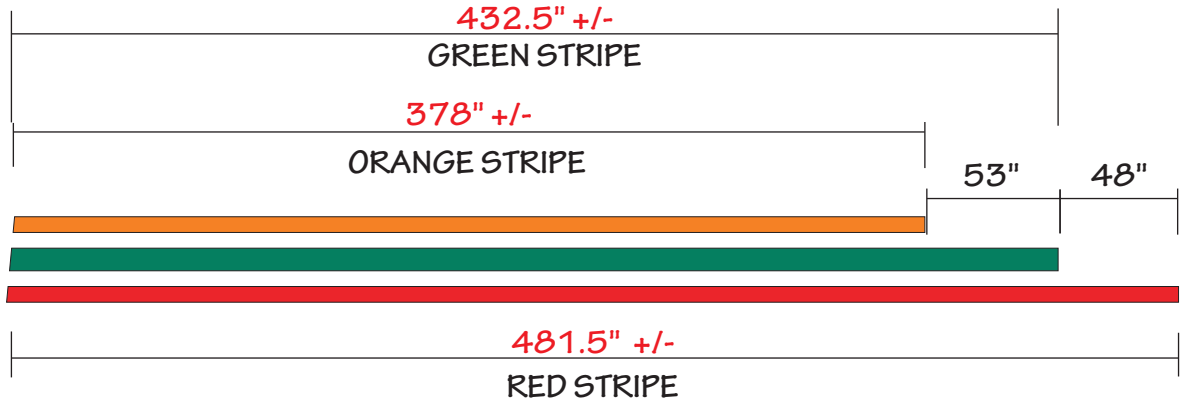


OPAQUE WHITE WELCOME VINYL LETTERS FOR FIRST SURFACE IN FIELD APPLICATION TO NEW BLDG. CANOPY FACE.

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S





FACES:
CLEAR ACRYLIC WITH 2ND SURFACE APPLIED VINYL. (CLEAR ACRYLIC BACKS W/ 36355-30 WHITE FILM)

STRIPE BODY RETAINER ENDCAP SCREWS – PAINT TO MATCH FACE

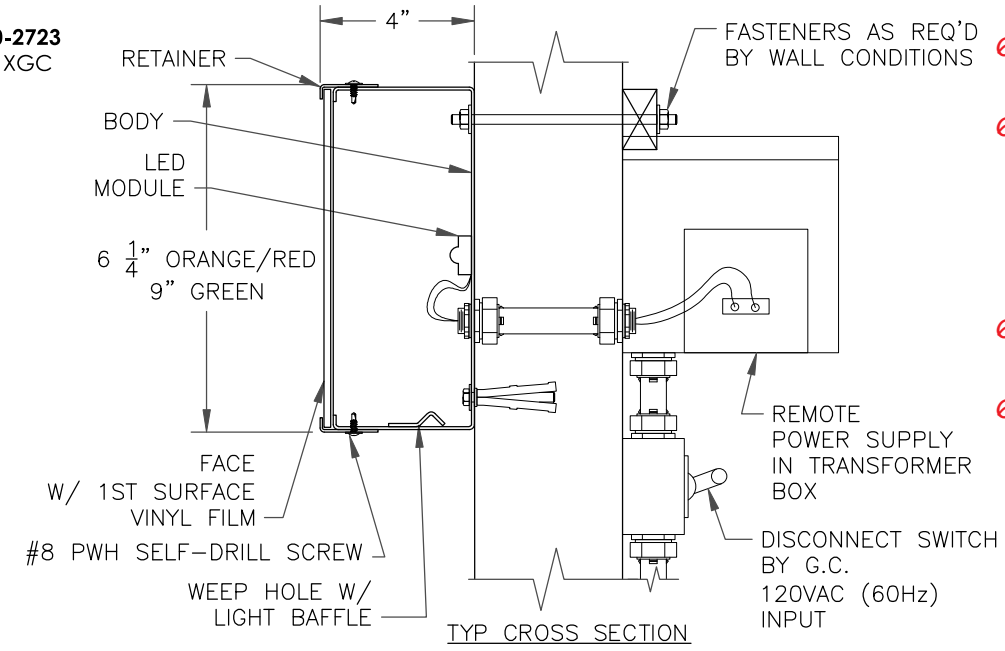
ILLUMINATION:
WHITE LEDS

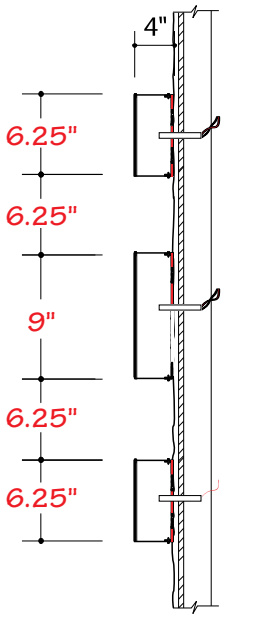
- 3M Scotchcal **3730-3243** Pantone PMS 1505 XGC
- 3M Scotchcal **3730-6537** Pantone PMS 336 C
- 3M Scotchcal **3730-2723** Pantone PMS 2347 XGC

STOP
MORE INFORMATION REQUIRED

- [x] DIMENSIONS
- [ ] COLORS
- [ ] MATERIAL
- [ ] MOUNTING TYPE
- [ ] OTHER _____

STRIPE LENGTH SIZES SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE. ESTIMATES PROVIDED BASED ON THE ABOVE SIZES ARE ALSO SUBJECT TO CHANGE. FIELD SURVEY REQUIRED PRIOR TO MANUFACTURING.





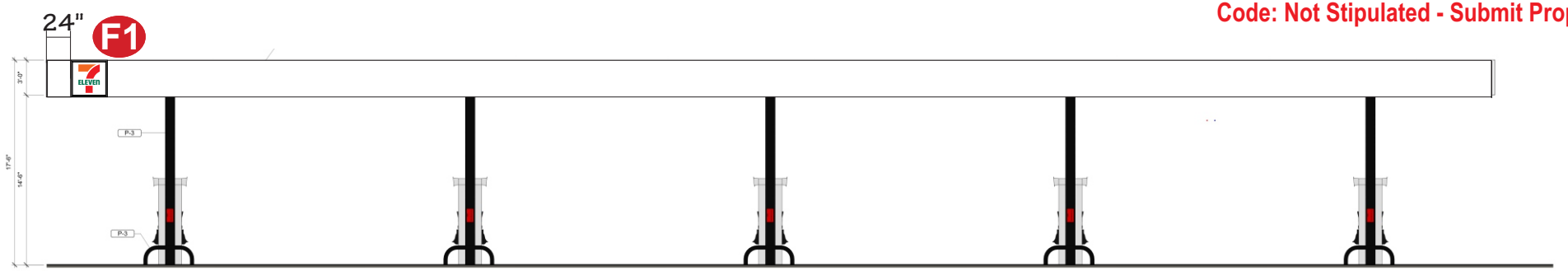
TRI-STRIPE BAND SET

Job Location: Site # 42855 -1057256
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Date: July 21, 2026

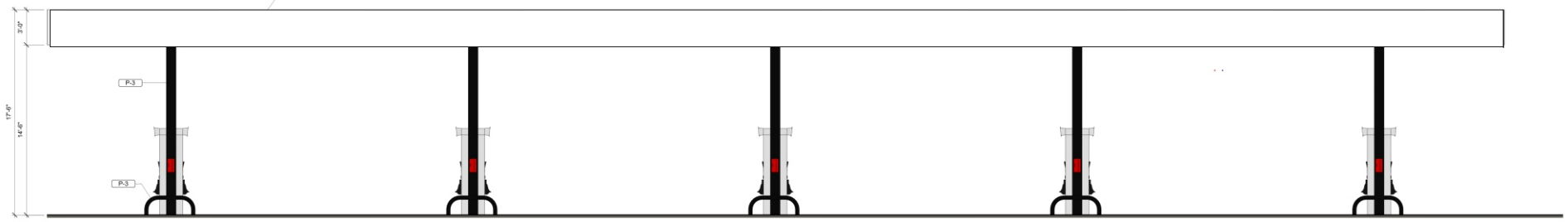
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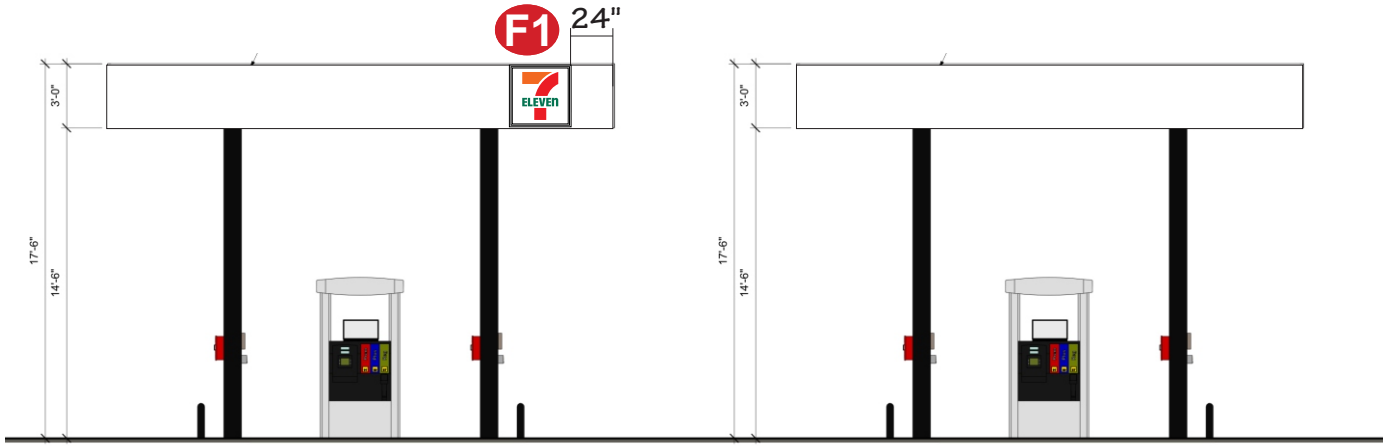
Code: Not Stipulated - Submit Proposal



FRONT (FACING STREET) - SF KEYSTONE SIGN BY IDENTITI



REAR (FACING STORE)



LEFT SIDE - SF KEYSTONE SIGN BY IDENTITI

RIGHT SIDE

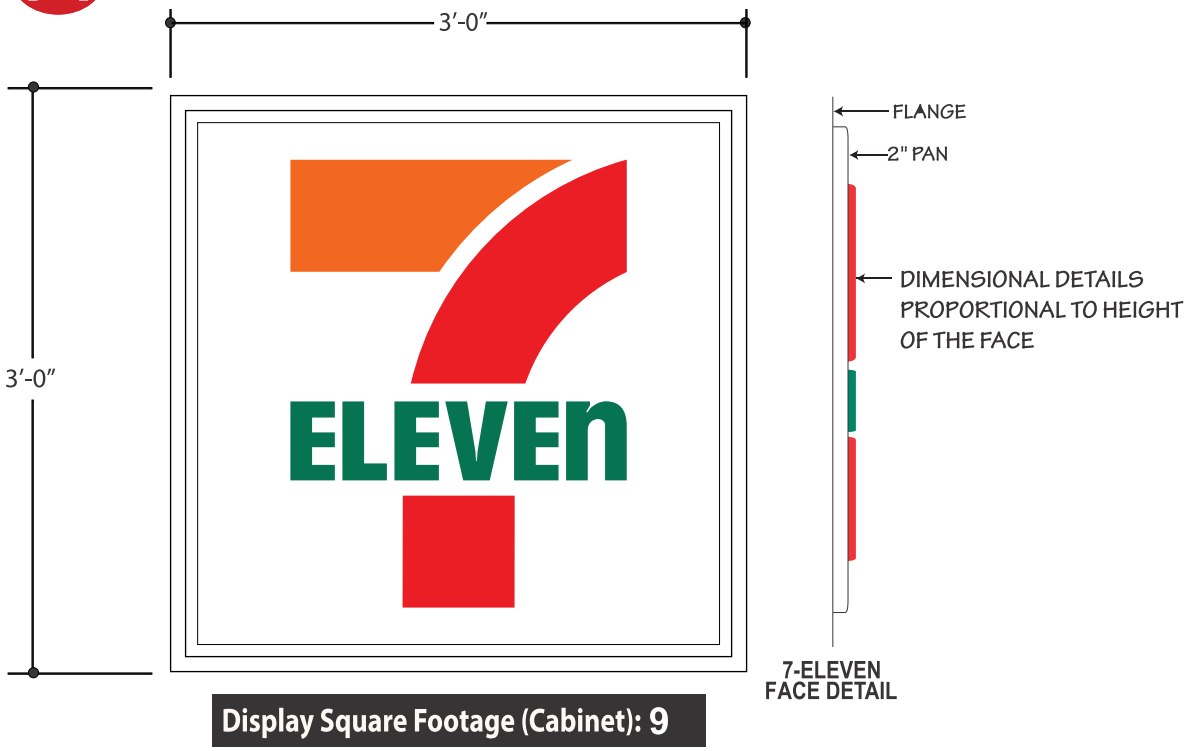
Job Location: Site # 42855 -1057256
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F1



Display Square Footage (Cabinet): 9

SF INTERNALLY ILLUMINATED SIGN @ FUEL CANOPY

- SF EXTRUDED ALUMINUM CABINET & 1" RETAINERS PAINTED WHITE.
- PAN-FORMED & EMBOSSED CLEAR POLYCARBONATE FACE W/2ND SURFACE DECORATION
- LED ILLUMINATION

7-ELEVEN COLORS

- 3M Scotchcal **3730-3243** Pantone PMS 1505 XGC
- 3M Scotchcal **3730-6537** Pantone PMS 336 C
- 3M Scotchcal **3730-2723** Pantone PMS 2347 XGC

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: July 21, 2026

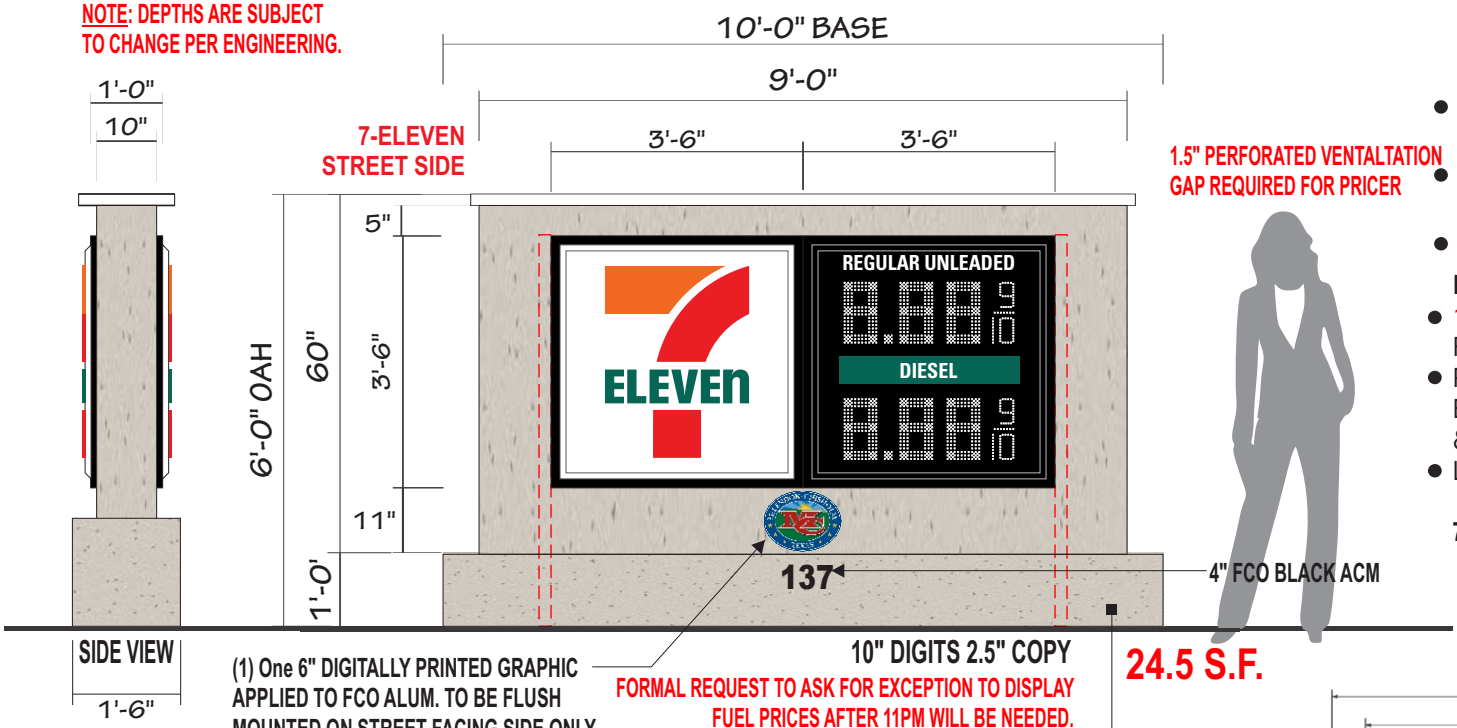
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Project Mgr.: Ginger Pullin

M

NOTE: DEPTHS ARE SUBJECT TO CHANGE PER ENGINEERING.



24.5 S.F.

DF INTERNALLY ILLUMINATED MONUMENT SIGN

STRUCTURE: FAB. ALUM FINISH TM BLDG. (VERIFY COLOR & TEXTURE)

7-ELEVEN SIGN HEAD

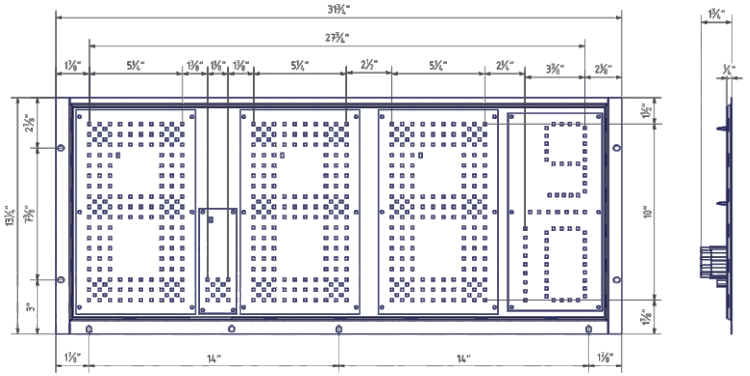
- 12" DEEP, DF EXTRUDED ALUMINUM CABINET & RETAINERS PAINTED GREEN.
- PAN-FORMED & EMBOSSED CLEAR POLYCARBONATE FACES W/2ND SURFACE DECORATION
- LED ILLUMINATION

FUEL PRICE SIGN HEAD

- 12" DEEP, DF EXTRUDED ALUMINUM CABINET & RETAINER PAINTED TRICORN BLACK SW 6258
- PAN-FORMED CLEAR POLYCARBONATE FACES BACK SPRAYED BLACK WITH WHITE GRADE COPY & FLAT PCU TACK (PWM) 1" WHITE LED DIGITS
- LED ILLUMINATION

7-ELEVEN COLORS

- 3M Scotchcal **3730-3243** Pantone PMS 1505 XGC
- 3M Scotchcal **3730-6537** Pantone PMS 336 C
- 3M Scotchcal **3730-2723** Pantone PMS 2347 XGC



GC is responsible for the covering outside of the sign including base. Sign will come in with concrete board only.

Code: 6' OAH - Sign can only be 5'OAH (Excluding base) Monument base can be additional 18" height measured from ground level at center of the base to top of the base. Overall height cannot exceed 6'.
Square footage allowed: 100 Sq Ft Total - Each face cannot exceed 50 Sq Ft. Max area for the sign structure cannot exceed 70 Sq Feet per side. Setbacks: 15' from Property Line-Non-advertised message area: A min of 25% of the sign face, excluding the base, shall contain non-advertised message area and shall be of construction materials similar to the building and shall be non-illuminated.

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and shall not exceed a maximum height of forty-eight (48) inches.

M. Sign requirements.

1. All permanent freestanding signs located in the commercial development standards shall be monument signs adhering to the City of McLendon-Chisholm Sign Ordinance as heretofore amended and as may be amended in future. Building materials and colors utilized for construction of the monument base shall be the same as the primary building materials and colors found on the main building, unless otherwise approved by the city council. Approval of any variance to the sign ordinance for property included in the commercial development standards shall require city council approval by a majority vote. Where the following standards conflict with the city standards, these requirements shall prevail:[.]

2. Monument sign standards.

   a. General:Unless otherwise specifically provided, the regulations set forth in this subsection shall be applicable to all monument signs which are allowed under this ordinance.

   b. Minimum letter/logo height:The minimum height allowed for letters or logos shall be six (6) inches.

   c. Maximum height:Five (5) feet, excluding monument base. The monument base be an additional eighteen (18) inches height measured from ground level at center of the base to top of the base. The overall height of the sign including the base shall not exceed six 6 feet.

   d. Maximum area.One hundred (100) square feet per sign with a maximum area per sign face of fifty (50) square feet. The maximum area for the sign structure shall not exceed seventy (70) square feet per side.

   e. Number of signs:Only one monument sign, excluding menu board signs, shall be allowed along each street frontage on any site, unless otherwise specifically provided in this ordinance. Monument signs may be no closer than five hundred (500) feet on any one site.

   f. Minimum setback:Fifteen (15) feet from any property line.

   g. Material requirements:All monument sign bases shall be constructed of the same masonry material as the front building facade on the same site. The sign structure must be constructed or covered with the same masonry material as the principal building, or stone. Sculpted aluminum sign panels will be allowed. All sign text and graphic elements shall be limited to a minimum of six (6) inches from the outer limits of the sign structure.

   h. Illumination:Monument signs may only be illuminated utilizing lighting for sculpted aluminum panels or a ground lighting source where the light itself and supporting structure are not visible from public rights-of way.

3. Building signable area.Signs may be placed on the building within an area on the facade of a building below the roofline which is free of windows, doors or major architectural details and not higher than the lowest of the following: 25 feet above the adjoining sidewalks, or the bottom window sills of the second story or the highest part of the building between the head of the top story window and the underside of the roof.

   a. Wall signs:Signs mounted directly on a building wall. May not project from wall more than 8 inches and shall cover no more than 40% of the signable area. Signs shall not obscure architectural features or detail.

   b. Applied letter signs:Individual letters applied directly to building facade that shall not cover more than 40% of the signable area.

   c. Restaurant menu sign:A small menu often placed in a glass front box and externally illuminated. Placed at restaurant's primary entrance and shall not exceed 6 square feet.

   d. Projecting signs:Sign extends from facade (perpendicular) and shall not exceed above the roof eaves or parapet wall. Maximum area: 30 square feet; minimum height: 7 feet above grade. Sign shall not project more than 5 feet from facade.

   e. Window sign:Sign painted (not applied) on a window and shall not cover more than 25% of the window.

   f. Awning signs:Sign with letters/logo painted, silk screened or stitched directly on the vertical face of an awning. The sign shall not cover more than 35% of the awning.

   g. Facade-painted signs:Sign painted directly on the building facade that covers no more than 40% of the signable area.

4. Sign design and placement shall conform to the following:

   a. Wood, glass, metal - or an appropriate synthetic material that approximates the appearance of wood, glass or metal - are the only permitted materials.

   b. The material's ability to maintain an acceptable appearance over time shall be a consideration in determining the appropriateness of synthetic materials.

   c. Signs shall not obscure key architectural features.

   d. Signs shall be limited to on-premises signs related to the use or business conducted on the same site.

   e. Marquee type signs for announcements of activities taking place at the location are prohibited (exceptions: theatres, churches, schools, and institutional uses).

   f. No billboards/off-premises signs shall be permitted.

   g. Multiple uses on a single property may share signs, but collectively shall not exceed the sizes specified herein.

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h. Signs for multiple businesses on a single property shall be of similar material and design.

i. Abandoned signs and sign posts shall be removed.

j. Temporary signs shall not exceed 9 square feet.

k. Advertising signs shall not be permitted in windows with the exception of those not exceeding 60 square inches, of which a maximum of five are permitted.

5. The illumination of signs shall comply with the following:

a. Signs shall be illuminated externally using spotlighting.

b. Spotlighting shall completely shield all light sources; light should be contained primarily within the sign frame.

c. Neon signs with color are permitted (no white neon lighting), but flashing signs are not.

N. Outdoor lighting requirements.Outdoor lighting requirements shall be provided as required by section 6-12, outdoor lighting requirements.

O. Open storage.Open storage is prohibited.

P. Refuse facilities.

1. All refuse facilities shall be screened from view on three (3) sides from persons standing at ground level on the site or immediately adjoining property, by a masonry wall not less than six (6) feet, nor more than eight (8) feet in height or by an enclosure within a building.

2. Refuse containers shall have solid latching gates and shall be provided and maintained in a manner to satisfy local public health and sanitary regulations.

3. The width of the front gate opening of the refuse container enclosure shall provide at least two feet (2') of clearance on both sides of the refuse container.

4. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies.

5. Repair to damaged walls and gates shall be effected within 30 days of notification of such damage.

Q. Concurrent use of commercial and residential structures.All commercial structures may contain a residential use concurrent with the commercial use, in accordance with the following restrictions:

1. Only one residential unit, regardless of square footage of the residential use, may be permitted per commercial structure, except that [sic]

2. More than one residential unit may be permitted for loft or studio apartments if the total number of square footage allocated to residential use does not exceed sixty

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Sign Code, Inc.

Pre-Permit Sign Info

Property ID: 1057256 | Completion Date: 4/3/2025
Site Name: 7-Eleven
Address: East Fm 550 & Hwy 205 | MSP/Design Standards? No, Follow Sign Regs (Please Attach, IF YES)
City, ST Zip: Rockwall, TX 75032

Zoning & Permit

1. Zoning/Class: GB/General Business
1b. Overlay: none
2. Contact & Title: Judy Rhoasdes, Administrative Assistant
3. Phone Number: 972-524-2077 | Email: administrativeassistant@mclendon-chisholm.com
4. Address: 1371 West FM 550, McLendon-Chisholm, TX 75032
5. Jurisdiction: City/Town of: McLendon-Chisholm
6. Permit Fees: Bsed on value, min. $50
7. Time Frame: 1-2 weeks | Expires: not stipulated
8. Permit for Sign Box replacement? Yes | Pole/pylon Signs? Yes
9. Permit for Face replacement? Yes | Wall Signs? Yes
10. Permit for Static Pricer-to-LED Swap? Yes | LED light change? Yes
11. Permit Req for Sign Relocation? Yes
12. Engineer Seals required? No
13. Other Restrictions? none

Wall Signs

1.A. Formula: 50sf
B. Max. Sq. Ft all Wall signs: 50sf
C. Max.per SIGN Face Per WALL: 50sf
Primary: 50sf
Secondary: 50sf
Side: 50sf
Rear: 50sf
D. Calculation Method: boxed around copy
E. Allowable square footage per building face / elevation:
Primary: 50sf
Secondary: 50sf
Side: 50sf
Rear: 50sf
F. Any allowances transferrable? no
2. Illumination: Internal & External Illumination types allowed
3. # allowed: 1 per wall
4. Max Letter Ht: Not Stipulated
5. Max. Ht. above grade: not above roofline
6. Channel Ltrs: Mount style: Mount style is not restricted; Raceway & Individual mount are allowed
6b. Color restrictions: not stipulated
6c. Other restrictions: not stipulated
7. Internally Lit Cabinet signs allowed: yes
7b. - Opaque background required? not stipulated
8. Projecting Signs: Max Projection: Not Stipulated - Submit for Review
9. Clearance from Grade: 4ft
10. Gas Pricers allowed on Bldg? not stipulated
11. List prohibited sign types: not stipulated in code
12. Building-mounted Readerboards allowed: ☐ Manual ☐ LED ☐ Both ☐ None
If Allowed, timing, content or other restrictions:
not addressed in code: submit proposal

Freestanding Signs

1.A. Formula: 100sf
B. Max. SqFt/freestanding sign: 100sf
C. Max. Per Face: 100sf
D. Overall Height: 30ft
E. Min. Clearance: not stipulated
2. # allowed: 1/road frontage
3. Shared Pylon? no
4. Min. distance betw. signs: 50ft
5. Setbacks:
A. Front: setback from property line distance in height
B. Side: not stipulated
6. Line of Sight Clearance: not stipulated
7. WindLoad: 90 mph
8. Must gas Pricer show Diesel? not stipulated
9. Must we show cash/credit pricing? not stipulated
10. Minimum height for gas pricer? not stipulated
11. Readerboard types allowed: ☐ Manual ☐ LED ☐ Both ☒ not addressed in code; submit proposal
IF LED's allowed:
A. Colors NOT allowed: ☐ Red ☐ Green ☐ Amber/Yellow ☐ 1/3 Full Color 2/3 Red ☐ Full Color Allowed ☐ No Color Restriction
Other:
B. If certain colors, ie. red, green, yellow are restricted is a full-color unit prohibited? ☐ Yes ☐ No
Explain:
C. Operating Restrictions: ☐ No Scrolling ☐ No Flashing ☐ Community Message Required ☐ Time-Temp Required ☐ No Restrictions ☐ Interval restrictions
Other (Explain)
D. Interval/Frequency ____ times per ____ ☐ Seconds ☐ Minutes ☐ Hour ☐ Day ☐ Not Stipulated
E. Animation ☐ No animation/moving pictures ☐ No graphics ☐ No Logos ☐ No Restrictions
Other (Explain)
F. Is 24-hour operation of LED readerboard allowed? ☐ Yes ☐ No ☐ With Restrictions
G. If special use permit or review board required, explain:
9. Architectural requirements for the design of the base?:

Hi-Rise Pylon Signs — Not Allowed

1.A. Formula:
B. Max. SqFt/High-Rise sign:
C. Max. Per Face:
D. Overall Height:
E. Min. Clearance:
2. # allowed:
3. Shared Pylon?
4. Min. distance betw. signs:
A. Front:
B. Side:
6. WindLoad:
7. Must gas Pricer show Diesel?
8. Must show cash/credit pricing?
9. Minimum ht. for gas pricer?

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032
Date: July 21, 2026

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Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

D-ORDER# 1631968004.11
Project Mgr.: Ginger Pullin

Directionals

1. Permit Required?:	Yes	2. # Allowed:	Not Stipulated
3. Allowable Area:	not stipulated	4. Copy area Sq. Feet?	Not Stipulated
5 Maximum Height:	Not Stipulated	6. Logo/Copy allowed?	not stipulated

Note:

Temporary Signs

1. 'Coming Soon' banner allowed? not stipulated-submit proposal
2. Permit Required?
3. Banner Allowable time-frame:
4. Restrictions:
5. Freestanding Temp Signs allowed? not stipulated-submit proposal
6. Permit Required?
7. Allowable time-frame for freestanding:
8. Restrictions:

Gas Canopy

1. Is wording allowed on canopy?		Yes		No	Is it part of wall signs?	Yes	No
2. Can existing canopy be refaced?		Yes		No	Does logo count in sqft?	Yes	No
3. Custom Logo Allowed:		Yes		No	Is Permit Required?	Yes	No Cost:
4. Multi-colored stripes allowed on canopy?						Yes	No
5. Gas Pricers allowed on Canopy?						Yes	No

5. Formula for Allowance: not stipualted-submit proposal
6. Illumination on Canopy?
7. Other sign restrictions?

Car Wash

1. Is "tri-stripe" allowed? not stipulated -submit proposal
2. Sign Sqft /Façade: Entrance: Exit: Approach: Back:
3. Is the above square footage included in Building signs?
4. Are Non-illuminated way-finding signs allowed & exempt from permit?

Additional Questions

1. LED gas-pricers allowed? If yes, Size Limitations. Submit propsoal
   If no, is there a process to get LED approved?
   If no, are mechanical/scrolling pricers allowed?
2. Pump signage allowance: not stipulated
3. If current pylon is grandfathered & we change cabinets/face, must new cabinet/face meet new regulations? new
4. Any outstanding violations for this property? no
5. When calculating the sqft for sign, is the background color(area the sign is attached to) or any decorative accents/lines outside the logo, included as part of the square footage? no
6. Any additional requirements/restrictions for gas station signs? no

Variance Info

1. Meeting Date:	as needed	2. App. Deadline:	30 days				
3. Processing Time:	1-2 months						
4. Documents Required:	TBD # of Sets	Building elevations	x	Installation drawings	x	Legal description	
5. Likelihood of Success	Unknown % EST	Plot plan	x	Photo of existing	x	Engineer Seal	
6. Filing Fee	$500	Graphic Drawings	x	Other			

Notes

Sign criteria is reported as presented to us as of the "Completion Date". This provider is not responsible for changes in local sign code after the completion date, nor for the review process, interpretations, calculations or fees of local authorities. It is understood that a permit will be obtained prior to manufacture, if required by authorities.

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: July 21, 2026

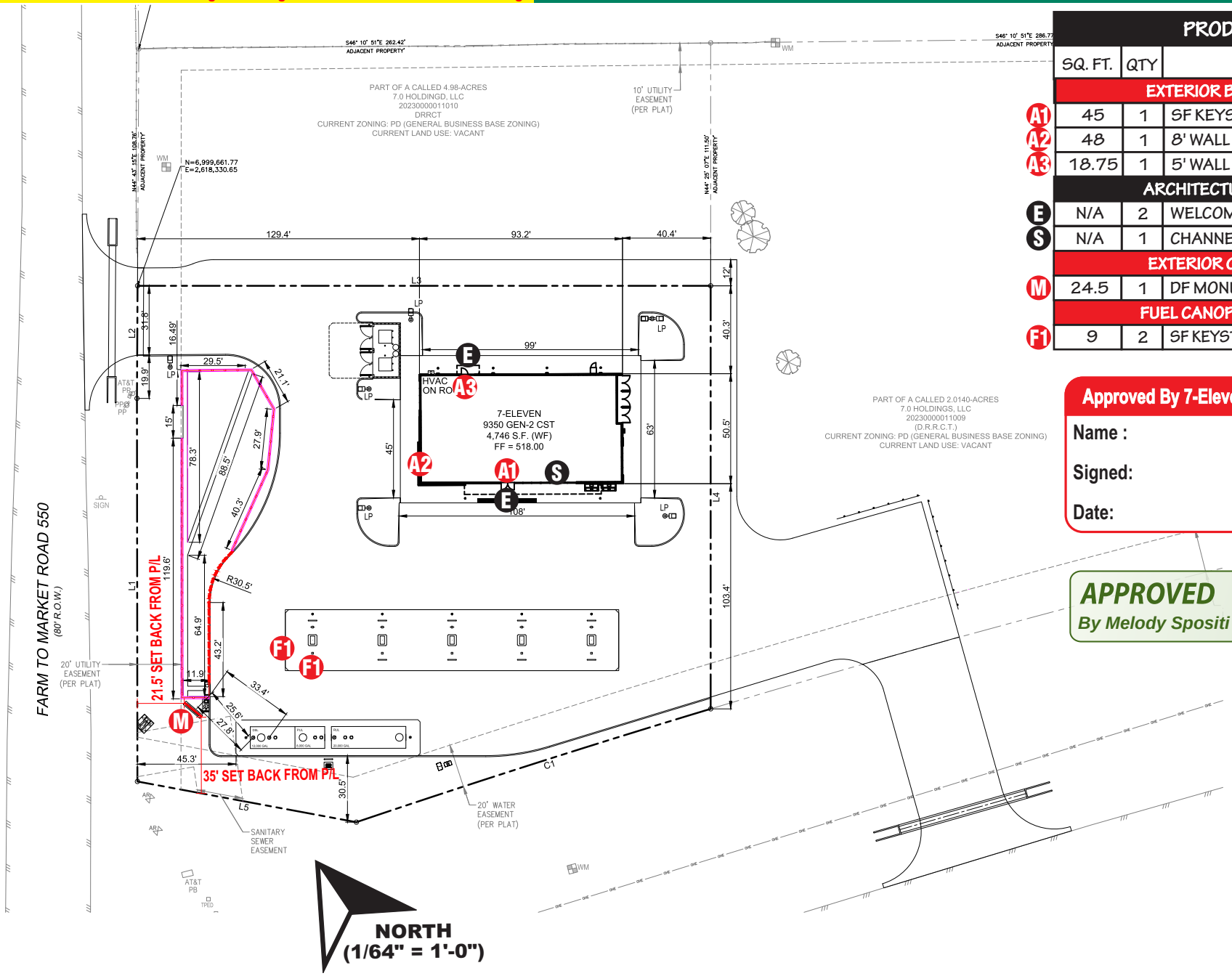
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Project Mgr.: Ginger Pullin

SITE PLAN VERSION: DMC 2 42855 McLendon TX - Civil Aconex Response CDs (03/03/26)
ELEVATION VERSION: 2D Rendering - Building Elevations with Additional Glazing.

ZONING: GB/General Business

SITE PLAN



PRODUCT LIST			
	SQ. FT.	QTY	ITEM
	EXTERIOR BUILDING SIGNS		
A1	45	1	SF KEYSTONE WALL SIGN
A2	48	1	8' WALL CHANNEL LOGO
A3	18.75	1	5' WALL CHANNEL LOGO
	ARCHITECTURAL ELEMENTS		
E	N/A	2	WELCOME VINYLS
S	N/A	1	CHANNEL STRIPES SET
	EXTERIOR GROUND SIGNS		
M	24.5	1	DF MONUMENT SIGN (CUSTOM)
	FUEL CANOPY FASCIA SIGNS		
F1	9	2	SF KEYSTONE SIGNS

Approved By 7-Eleven Construction Manager

Name :

Signed:

Date:

APPROVED

By Melody Spositi at 5:22 pm, Jul 21, 2026

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: July 21, 2026

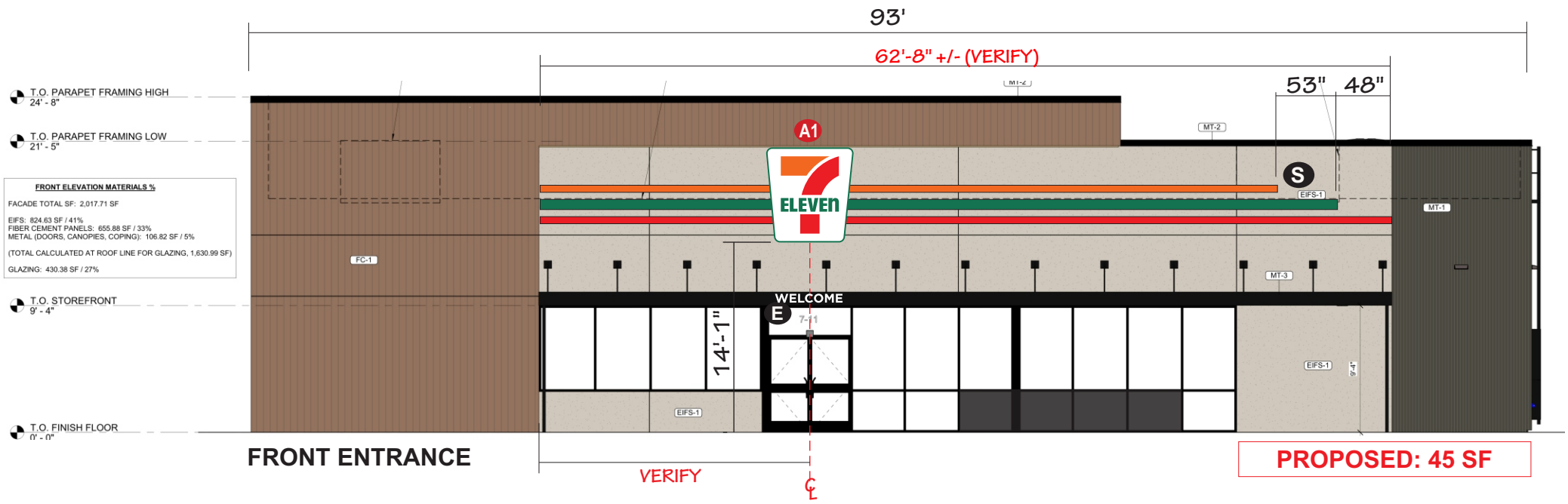
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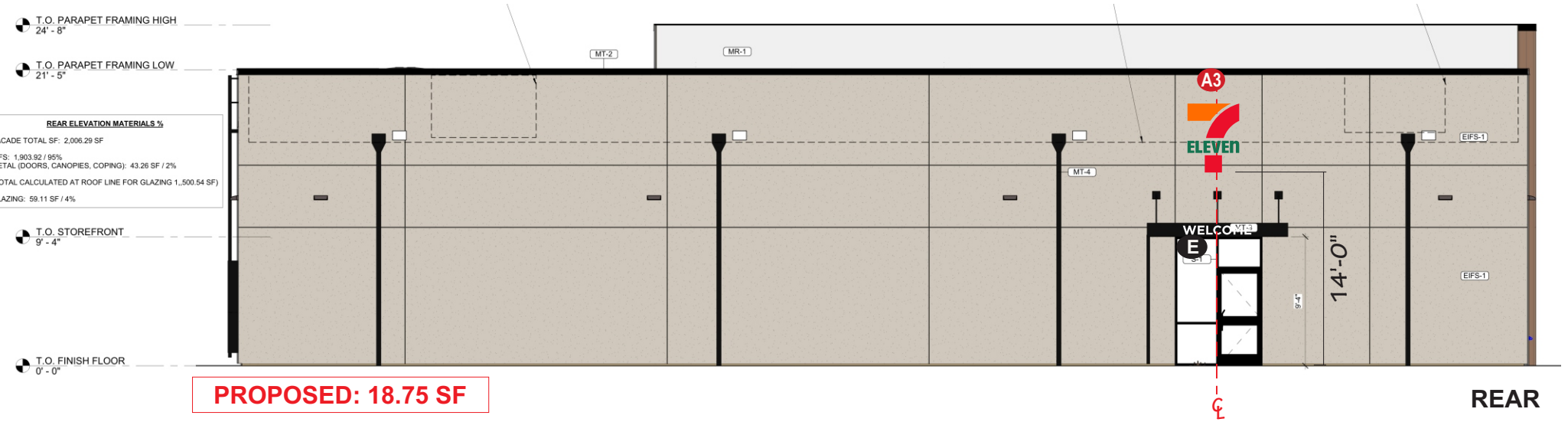
D-ORDER# 1631968004.11
Project Mgr.: Ginger Pullin

SCALE: 3/32" = 1'-0'

ELEVATION - WALL SIGNAGE

Wall Code: 1 Wall sign allowed per elevation - Max 50 SF.





Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: July 21, 2026

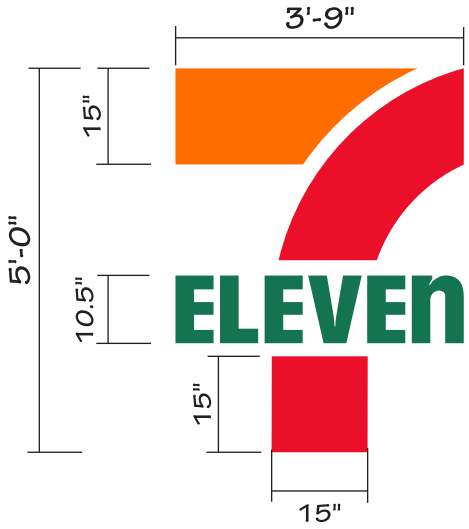
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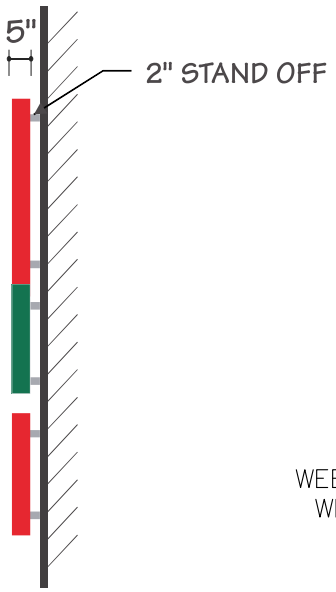
Project Mgr.: Ginger Pullin

5' WALL CHANNEL LOGO (FACE & HALO LIT) - NEW IMAGE 2024

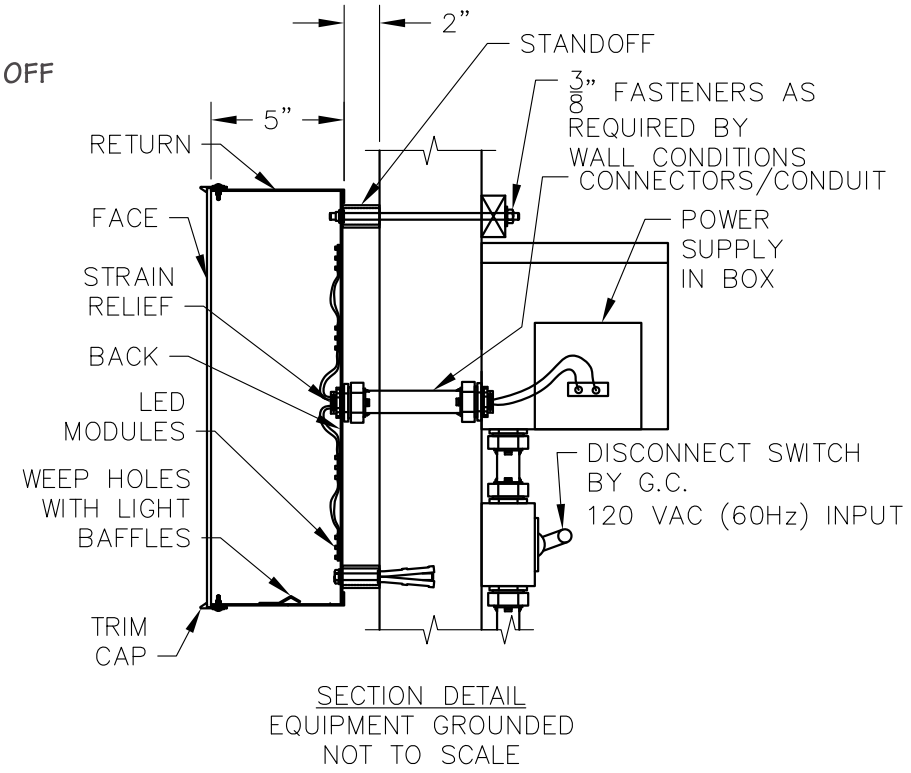
A3



FRONT VIEW



SIDE VIEW



SECTION DETAIL
EQUIPMENT GROUNDED
NOT TO SCALE

FACES:
CLEAR ACRYLIC WITH 2ND SURFACE APPLIED VINYL. (CLEAR ACRYLIC BACKS W/ 36355-30 WHITE FILM)

TRIM CAP:
I" JEWELITE WHITE, PAINT TM RETURN.

RETURNS:
ALUMINUM PAINTED TM FACE COLOR

ILLUMINATION:
WHITE LEDS

3M Scotchcal **3730-3243**
Pantone PMS 1505 XGC

3M Scotchcal **3730-6537**
Pantone PMS 336 C

3M Scotchcal **3730-2723**
Pantone PMS 2347 XGC

Display Square Footage : 18.75

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

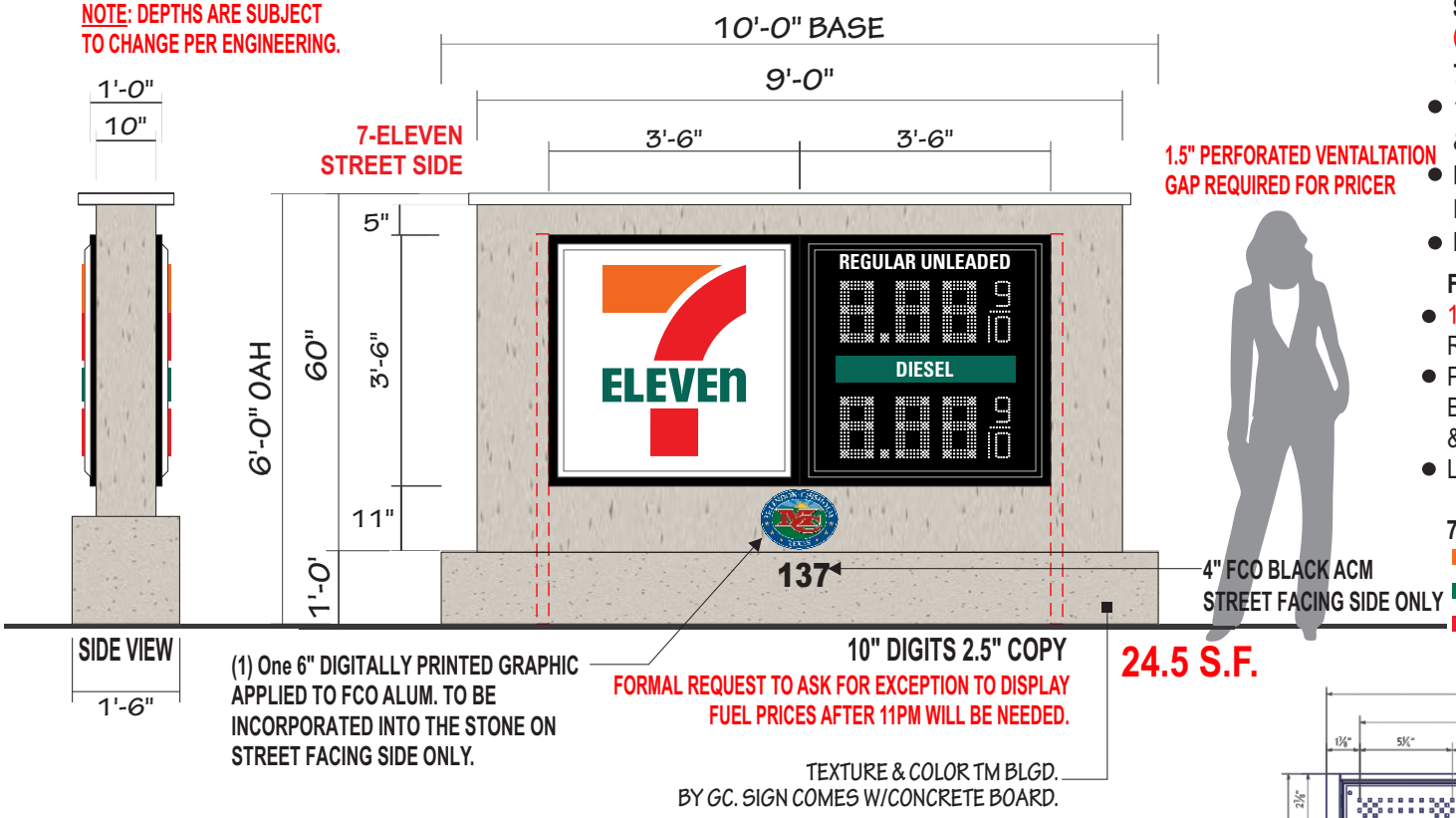
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D-ORDER# 1631968004.11
Project Mgr.: Ginger Pullin

M

NOTE: DEPTHS ARE SUBJECT TO CHANGE PER ENGINEERING.



DF INTERNALLY ILLUMINATED MONUMENT SIGN

STRUCTURE: FAB. ALUM FINISH TM BLDG. (VERIFY COLOR & TEXTURE)

7-ELEVEN SIGN HEAD

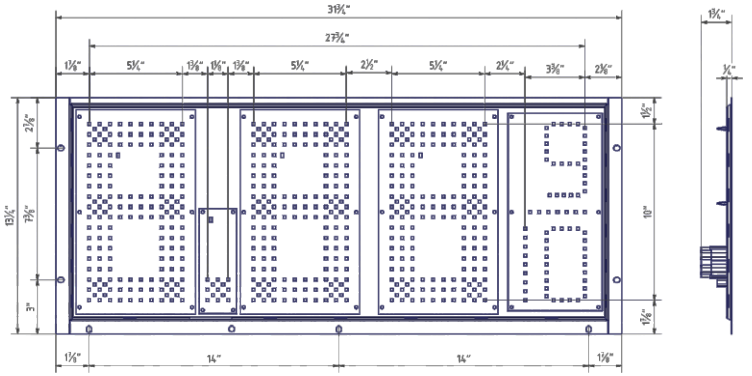
- 12" DEEP, DF EXTRUDED ALUMINUM CABINET & RETAINERS PAINTED GREEN.
- PAN-FORMED & EMBOSSED CLEAR POLYCARBONATE FACES W/2ND SURFACE DECORATION
- LED ILLUMINATION

FUEL PRICE SIGN HEAD

- 12" DEEP, DF EXTRUDED ALUMINUM CABINET & RETAINER PAINTED TRICORN BLACK SW 6258
- PAN-FORMED CLEAR POLYCARBONATE FACES BACK SPRAYED BLACK WITH WHITE GRADE COPY & FLAT PCU TACK (PWM) 1" WHITE LED DIGITS
- LED ILLUMINATION

7-ELEVEN COLORS

- 3M Scotchcal **3730-3243** Pantone PMS 1505 XGC
- 3M Scotchcal **3730-6537** Pantone PMS 336 C
- 3M Scotchcal **3730-2723** Pantone PMS 2347 XGC



GC is responsible for the covering outside of the sign including base. Sign will come in with concrete board only.

Code: 6' OAH - Sign can only be 5'OAH (Excluding base) Monument base can be additional 18" height measured from ground level at center of the base to top of the base. Overall height cannot exceed 6'.
Square footage allowed: 100 Sq Ft Total - Each face cannot exceed 50 Sq Ft. Max area for the sign structure cannot exceed 70 Sq Feet per side. Setbacks: 15' from Property Line-Non-advertised message area: A min of 25% of the sign face, excluding the base, shall contain non-advertised message area and shall be of construction materials similar to the building and shall be non-illuminated.

Job Location: Site # 42855 -1057256
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D-ORDER# 1631968004.11
Project Mgr.: Ginger Pullin

1030 Explorer St.
Duncanville, TX 75137
469-868-6085 TSCL #19103

To Whom It May Concern,

This letter is to request an exemption for sign M at 137 S State Hwy 205 as permitted under the State Highway 205 Overlay District**,** 5.2.8.d3, for the purpose of displaying prices for fuel sales:

3. Monument sign lighting shall be set to turn off by no later than 11:00 p.m. Sunday – Thursday and midnight Friday – Saturday. Sign lighting shall be on a timer and shall be consistent with the normal hours of operation of the associated business. The intent of this provision is to limit the amount of light pollution during non-business hours. Select businesses (i.e. emergency care, fuel sales, etc.) may request an exemption from this standard.

Proposed hours of operation for the monument sign lighting are 24 hours, due to the sign's display of prices for fuel sales. The purpose of this request is to allow the monument to display prices for fuel sales during the hours in which fuel is sold.

This letter is also to request relief from the following section of the ordinance for sign permit 26-000101:

For sign A3, the purpose of the request is to allow the display of additional signage due to the business's location on a high-visibility corner with visibility from 4 directions of travel at the intersection of 2 state roads.

3.05.020(C)4(I)
(I) Secondary elevations shall not include building-mounted signage unless expressly permitted elsewhere in this Code.

- 26-000101 – Sign A3 (rear elevation)

Sincerely,

Chris Edwards


REGULAR UNLEADED
3.79 9/10
DIESEL
4.99 9/10
ELEVEN


7
ELEVEN
REGULAR UNLEADED
3.19 9/10
DIESEL
4.99 9/10


7
ELEVEN
REGULAR UNLEADED
3.79 9/10
DIESEL
4.99 9/10


REGULAR UNLEADED
3.79 9/10
DIESEL
4.99 9/10
ELEVEN


ELEVEN
REGULAR UNLEADED
2.84 9/10
DIESEL
3.09 9/10


ELEVEN
REGULAR UNLEADED
2.84 9/10
DIESEL
3.09 9/10

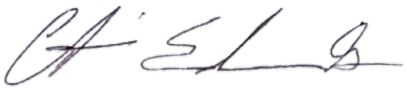
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Duncanville, TX 75137
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Sincerely,



Chris Edwards

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

SPECIFIC USE PERMIT APPLICATION

Date of Application: 6/22/2026 Receipt #_____

Fee: $1,000

Applicant Name: Chris Edwards

Phone No. 469-868-6085 Email: chris@edwardssignservice.com

Status of Applicant: Owner ___ or Authorized Agent ✓

Applicant's Address:
1030 Explorer St, Duncanville, TX 75137

Owner's Address: _____

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

Signature of Owner:

_____ Date_____

Signature of Applicant:

_____ Date 6/22/2026

Address and/or Location of Request:
137 S State Hwy 205, McLendon-Chisholm, TX 75032

Property Legal Description:
Lot 1, Block 1, The Crossroads at McLendon-Chisholm

County Parcel ID: Inst. No. 20250000018728

Existing Zoning: _____ Requested Zoning: _____

Development Fees

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

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

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

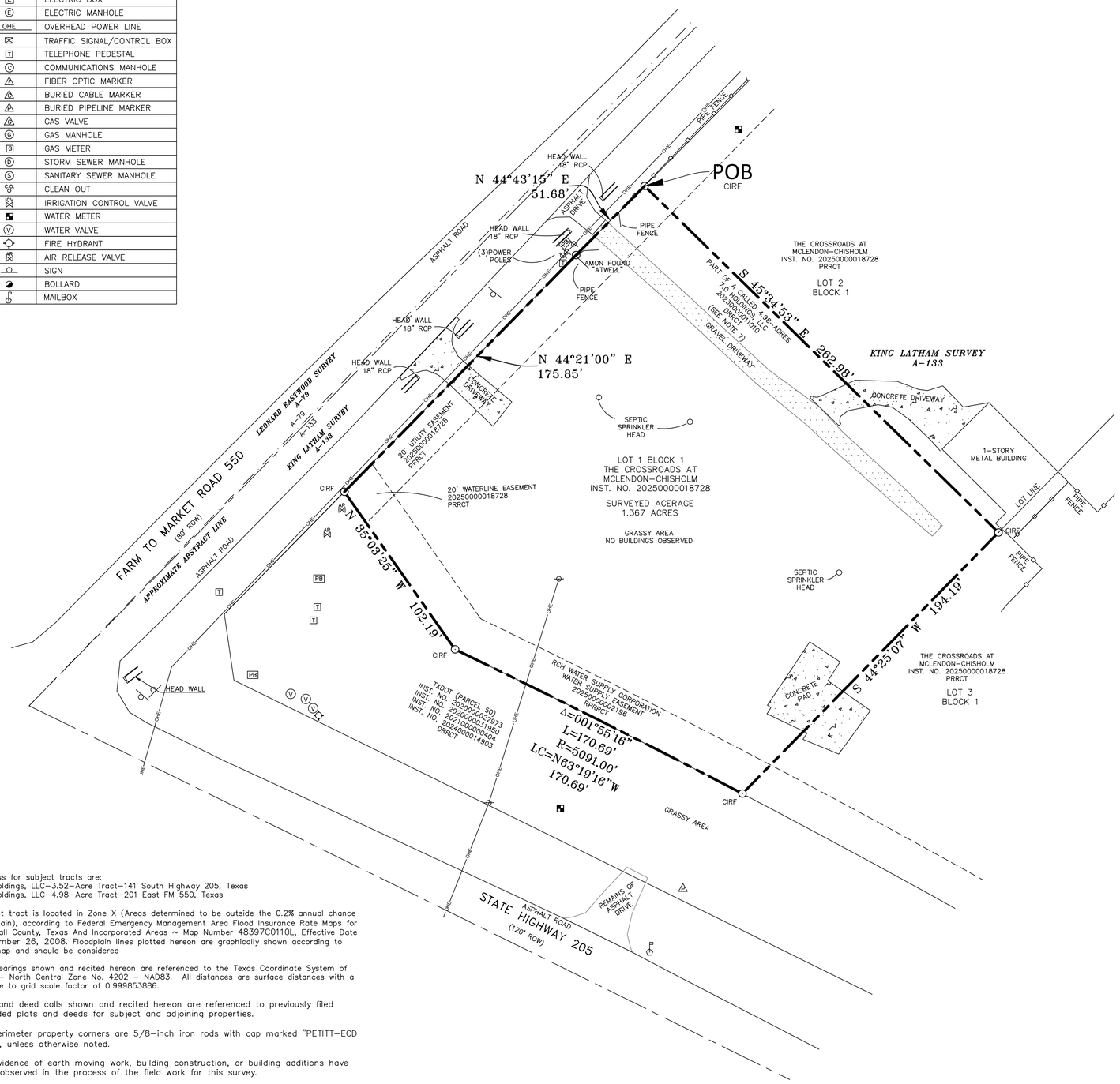
Further, I hereby certify that I understand and agree to the development fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning & Zoning Commission and/or City Council.

Signature of Applicant (Owner/Authorized Agent): 

City Secretary: _____

(Seal)

LEGEND	
	BARBED WIRE FENCE
	IRON PIPE FENCE
	WROUGHT IRON FENCE
	POWER POLE
	GUY WIRE
	LIGHT POLE
E	ELECTRIC BOX
E	ELECTRIC MANHOLE
OHE	OVERHEAD POWER LINE
	TRAFFIC SIGNAL/CONTROL BOX
T	TELEPHONE PEDESTAL
C	COMMUNICATIONS MANHOLE
	FIBER OPTIC MARKER
	BURIED CABLE MARKER
	BURIED PIPELINE MARKER
	GAS VALVE
G	GAS MANHOLE
G	GAS METER
D	STORM SEWER MANHOLE
S	SANITARY SEWER MANHOLE
	CLEAN OUT
	IRRIGATION CONTROL VALVE
	WATER METER
V	WATER VALVE
	FIRE HYDRANT
	AIR RELEASE VALVE
	SIGN
	BOLLARD
	MAILBOX



NOTES:

1. Address for subject tracts are:
   7.0 Holdings, LLC–3.52–Acre Tract–141 South Highway 205, Texas
   7.0 Holdings, LLC–4.98–Acre Tract–201 East FM 550, Texas

2. Subject tract is located in Zone X (Areas determined to be outside the 0.2% annual chance floodplain), according to Federal Emergency Management Area Flood Insurance Rate Maps for Rockwall County, Texas And Incorporated Areas ~ Map Number 48397C0110L, Effective Date September 26, 2008. Floodplain lines plotted hereon are graphically shown according to this map and should be considered

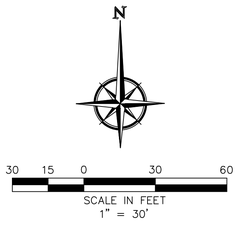
3. The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 – North Central Zone No. 4202 – NAD83. All distances are surface distances with a surface to grid scale factor of 0.999853886.

4. Plat and deed calls shown and recited hereon are referenced to previously filed recorded plats and deeds for subject and adjoining properties.

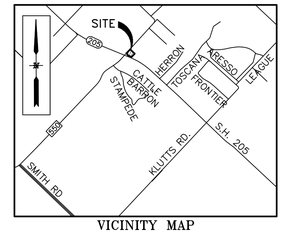
5. All perimeter property corners are 5/8–inch iron rods with cap marked "PETITT–ECD 6134", unless otherwise noted.

6. No evidence of earth moving work, building construction, or building additions have been observed in the process of the field work for this survey.

7. The vesting deeds (Instrument Number 20230000011009 & 20230000011010) from which a portion of this tract is being surveyed does not close.



LEGEND	
CIRS	5/8" IRON ROD WITH SET CAP MARKED "PETITT–ECD 6134"
CIRF	5/8" IRON ROD WITH CAP FOUND (AS NOTED)
IRF	IRON ROD FOUND
DRRCT	DEED RECORDS ROCKWALL COUNTY TEXAS
VOL.\PG.	VOLUME\PAGE
INST. NO.	INSTRUMENT NUMBER
ROW	RIGHT–OF–WAY



VICINITY MAP
N.T.S.

TITLE NOTES:

Title Commitment referenced for this survey provided by Fidelity National Title Insurance Company GF No. FT–24411–9001182500353–LW, Effective Date: May 21, 2025 with an Issue Date of May 30, 2025 (no additional easement research was performed). Instruments referenced in Schedule B of this Commitment as they relate to this Survey are addressed as follows:

Item 10e. ~ Texas Power and Light Easement recorded in Volume 32, Page 614, DRRCT
The easement described in the referenced document cannot be plotted with the information provided.

Item 10f. ~ Right–of–Way to the State of Texas recorded in Volume 41, Page 612, DRRCT.
The tract of land described in referenced document, is not within nor does it touch the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10g. ~ Right–of–Way deed to the State of Texas recorded in Volume 57, Page 456, DRRCT.
The tract of land described in referenced document, is not within nor does it touch the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10h. ~ Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration recorded in Instrument Number 202000022973, DRRCT.
The 1.398–acre tract of land described in Exhibit "A" of referenced document, is not within, but is adjacent to the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10i. ~ Easement Agreement for Access recorded in Instrument 20200000013950 DRRCT.
The 1.398–acre tract of land described in Exhibit "A" of referenced document, is not within, but is adjacent to the surveyed tract. The 2.000–acre tract of land described in Exhibit "B" of referenced document, is not within nor does it touch the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10j. ~ Easement Agreement for Access recorded in Instrument Number 20210000000404 DRRCT.
The 1.398–acre tract of land described in Exhibit "A" of referenced document, is not within, but is adjacent to the surveyed tract. The 2.000–acre tract of land described in Exhibit "B" of referenced document, is not within nor does it touch the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10k. ~ Judgement of Court in Absence of Objection recorded in 20240000014903 DRRCT.
The 1.398–acre tract of land described in Exhibit "A" of referenced document, is not within, but is adjacent to the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10k. ~ Utility Easement and Right–of–way to RCH Water Supply Corporation, Instrument Number 20250000002196 DRRCT.
As shown.

Surveyed Legal Description

BEING a 1.367–acre tract of land situated in KING LATHAM, ABSTRACT NUMBER 133, City of McLendon Chisholm, Rockwall County, Texas, being part of a called 3.52–acre tract of land described in deed to 7.0 Holdings, LLC. recorded in Instrument Number 20230000011009, Deed Records, Rockwall County, Texas, (DRRCT), being all of Lot 1, Block 1 of The Crossroads of McLendon Chisholm, an addition to the city of Mclendon Chisholm according to the Final Plat thereof recorded in Instrument number 20250000018728, DRRCT and being a part of a remainder of a called 4.98–acre tract of land described in deed to 7.0 Holdings, LLC recorded in Instrument Number 20230000011010 DRRCT:

BEGINNING at a 5/8–inch iron rod with cap stamped "PETITT–ECD 6134" found at the most northerly corner of said Lot 1, Block 1;

THENCE with the line of said Lot 1, Block 1 the following courses to 5/8–inch iron rods with cap marked "PETITT–ECD 6134" found for corner:

South 45 degrees 34 minutes 53 seconds East, a distance of 262.98 feet;

South 44 degrees 25 minutes 07 seconds West, a distance of 194.19 feet to a point in the northeasterly right–of–way line of State Highway 205, as shown and described in recorded in Instrument Number 20240000014903 RPRRCT, and also being the beginning of a non–tangent curve to the left;

Northwesterly with the northeasterly right–of–way line of said State Highway 205 and said curve which has a central angle of 01 degree 55 minutes 16 seconds, a radius of 5091.00 feet with a chord that bears North 63 degrees 19 minutes 16 seconds West, with a chord length 170.69 feet and an arc length of 170.69 to the end of said curve;

North 35 degrees 03 minutes 25 seconds West, a distance of 102.19 feet to a point of intersection of the northeasterly right–of–way line of said State Highway 205 and the southeasterly right–of–way line of said F.M. 550;

THENCE North 44 degrees 21 minutes 00 seconds East, departing the northeasterly right–of–way line of said State Highway 205, and continuing with the southeasterly right–of–way line of said F.M. 550, a distance of 175.85 feet to a 2" aluminum cap Stamped "ATWELL" found for corner;

THENCE North 44 degrees 43 minutes 15 seconds East, continuing with said right–of–way, a distance of 51.68 feet to the POINT OF BEGINNING, containing 1.367 acres of land, more or less.

SURVEYOR'S CERTIFICATE

TO: VRE McLendon 7E, LLC
Titan Bank
VPC VR001, LLC
Fidelity National – 221. W Southlake BLVD. Suite 150. Southlake, Texas 76092

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1,2,3,4,5,6,7B.1,7C,8,9,11B,13,14 & 16. the field work was completed in June 2025.

Date: December 16, 2025

FOR PETITT–ECD:

James Mark Whitkanack, RPLS No. 6134

STATE OF TEXAS
REGISTERED
JAMES MARK WHITKANACK
6134
LICENSED
LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY

1.367 ACRES
SITUATED IN
KING LATHAM SURVEY, ABST. NO. 133
CITY OF McLENDON–CHISHOLM
ROCKWALL COUNTY, TEXAS

PETITT - ECD

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION

TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792

1600 N. COLLINS BLVD.
SUITE 3300
RICHARDSON, TX 75080

201 WINDCO CIR.
SUITE 100
WYLIE, TX 75098
(972) 941–8400

OWNER/DEVELOPER
7.0 HOLDINGS, LLC
4210 RIDGE ROAD, STE. 201
HEATH, TX 75032

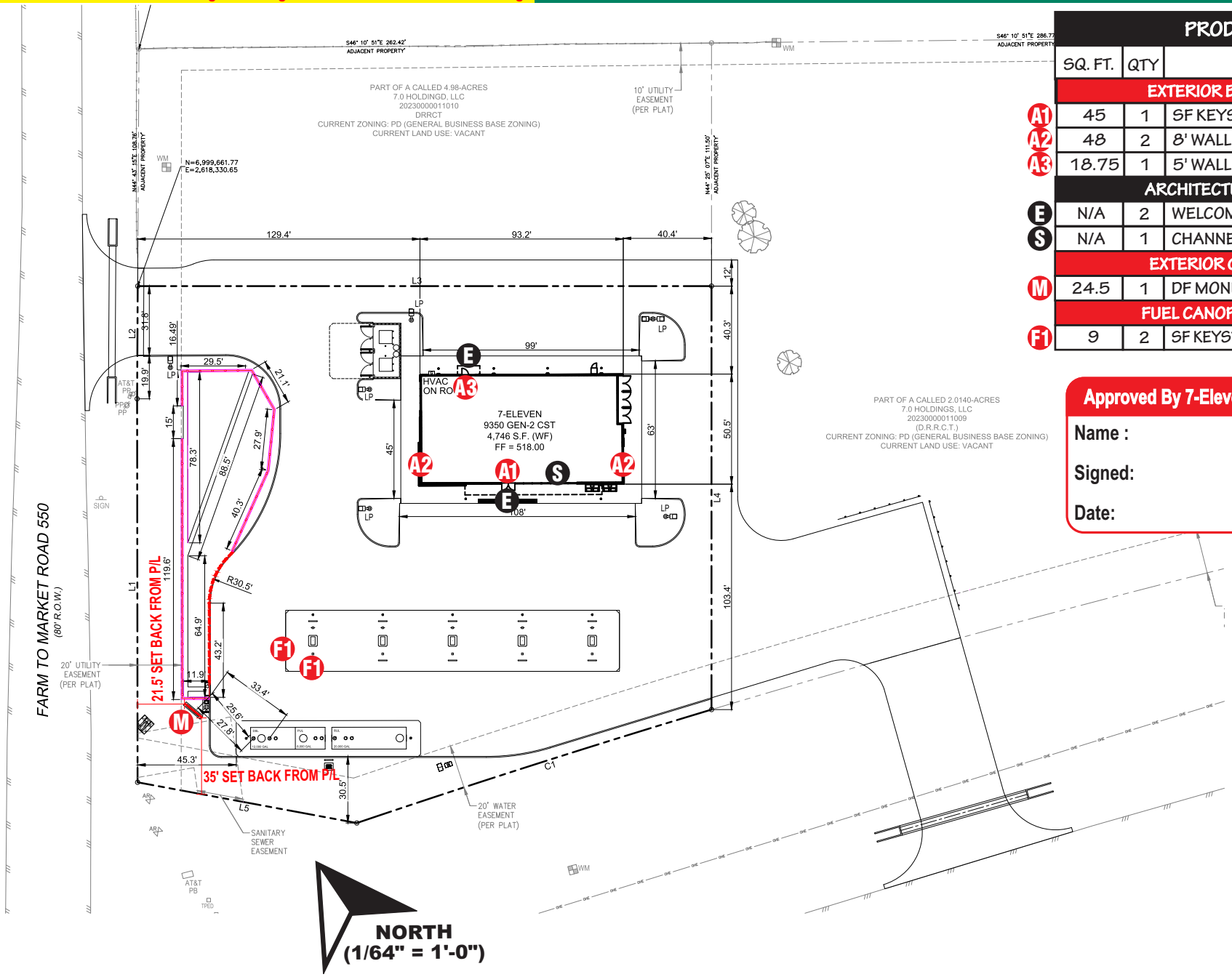
DATE: 12\17\2025 *SHEET 1 OF 1*

Z:\PROJECTS\09381 McClendon–Chisholm SH 205 & FM 550\Survey\Title Survey\09381–Title Survey 1.367 AC.dwg

SITE PLAN VERSION: DMC 2 42855 McLendon TX - Civil Aconex Response CDs (03/03/26)
ELEVATION VERSION: 2D Rendering - Building Elevations with Additional Glazing.

ZONING: GB/General Business

SITE PLAN



PRODUCT LIST			
	SQ. FT.	QTY	ITEM
EXTERIOR BUILDING SIGNS			
A1	45	1	SF KEYSTONE WALL SIGN
A2	48	2	8' WALL CHANNEL LOGOS
A3	18.75	1	5' WALL CHANNEL LOGO
ARCHITECTURAL ELEMENTS			
E	N/A	2	WELCOME VINYLS
S	N/A	1	CHANNEL STRIPES SET
EXTERIOR GROUND SIGNS			
M	24.5	1	DF MONUMENT SIGN (CUSTOM)
FUEL CANOPY FASCIA SIGNS			
F1	9	2	SF KEYSTONE SIGNS

Approved By 7-Eleven Construction Manager

Name :

Signed:

Date:

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

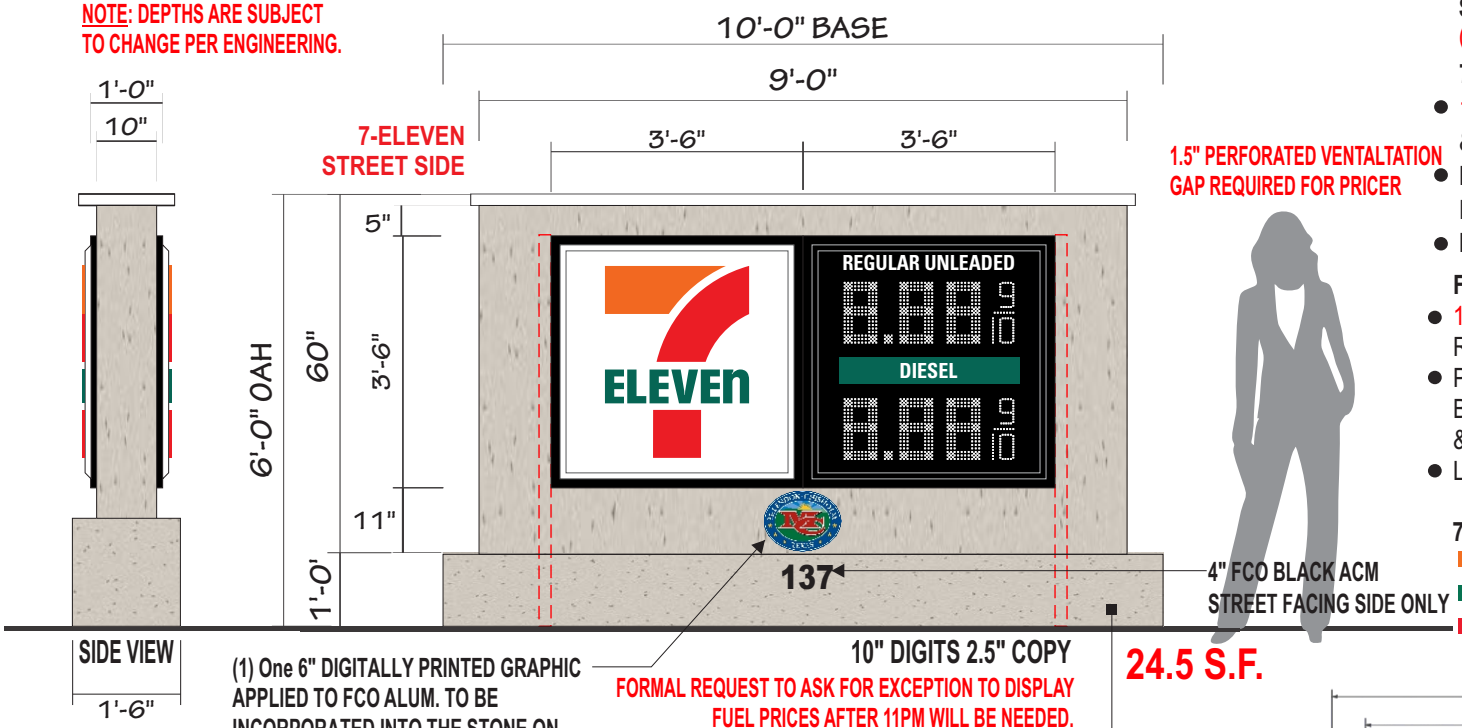
Date: June 5, 2026

IDENTITI
2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

D-ORDER# 1631968004.10
Project Mgr.: Ginger Pullin

M

NOTE: DEPTHS ARE SUBJECT TO CHANGE PER ENGINEERING.



24.5 S.F.

DF INTERNALLY ILLUMINATED MONUMENT SIGN

STRUCTURE: FAB. ALUM FINISH TM BLDG. (VERIFY COLOR & TEXTURE)

7-ELEVEN SIGN HEAD

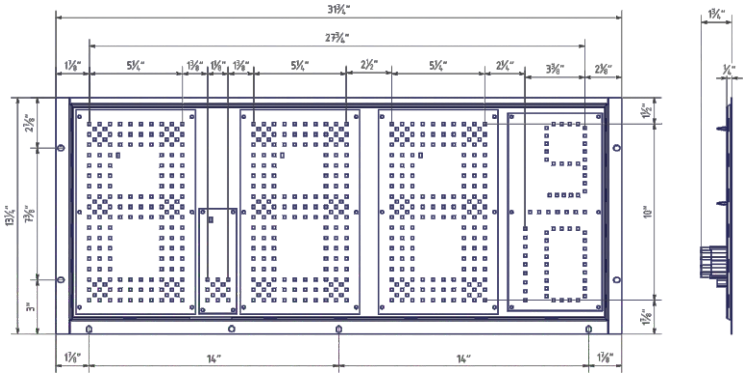
- 12" DEEP, DF EXTRUDED ALUMINUM CABINET & RETAINERS PAINTED GREEN.
- PAN-FORMED & EMBOSSED CLEAR POLYCARBONATE FACES W/2ND SURFACE DECORATION
- LED ILLUMINATION

FUEL PRICE SIGN HEAD

- 12" DEEP, DF EXTRUDED ALUMINUM CABINET & RETAINER PAINTED TRICORN BLACK SW 6258
- PAN-FORMED CLEAR POLYCARBONATE FACES BACK SPRAYED BLACK WITH WHITE GRADE COPY & FLAT PCU TACK (PWM) 1" WHITE LED DIGITS
- LED ILLUMINATION

7-ELEVEN COLORS

- 3M Scotchcal **3730-3243** Pantone PMS 1505 XGC
- 3M Scotchcal **3730-6537** Pantone PMS 336 C
- 3M Scotchcal **3730-2723** Pantone PMS 2347 XGC



GC is responsible for the covering outside of the sign including base. Sign will come in with concrete board only.

Code: 6' OAH - Sign can only be 5'OAH (Excluding base) Monument base can be additional 18" height measured from ground level at center of the base to top of the base. Overall height cannot exceed 6'.
Square footage allowed: 100 Sq Ft Total - Each face cannot exceed 50 Sq Ft. Max area for the sign structure cannot exceed 70 Sq Feet per side. Setbacks: 15' from Property Line-Non-advertised message area: A min of 25% of the sign face, excluding the base, shall contain non-advertised message area and shall be of construction materials similar to the building and shall be non-illuminated.

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: June 5, 2026

IDENTITI
2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

D-ORDER# 1631968004.10
Project Mgr.: Ginger Pullin

Fee: **$85.00**

Tax Certificate

12/23/2025

Order #: 9001182500353

1612 Summit Ave, Suite 100 Fort Worth, TX 76102
support@unitedtaxco.com

IMPORTANT NOTES!

- **COMMENT: REQUESTED 3.520 AC - REPORTED 3.430 AC**

Property Details

CAD #:	11384	County: Rockwall
Owner(s):	7.0 HOLDINGS, LLC	Deed: Not Available
Situs:	141 HWY205 CMC	
Owner Mailing:	2 ESSEX COURT HEATH TX 75032-6643	

Legal Description	Assessment	2024	2025
A0133 K LATHAM, TRACT 13, ACRES 3.43 ABST/SUB ID A0133 Acreage: 3.430	Improvement	$0.00	$0.00
	Land	$392,203.00	$1,157,934.00
	Market Total	$392,203.00	$1,157,934.00
	Circuit Breaker Cap		$687,290.00
	Assessed Total	$392,203.00	$470,644.00
	Certified	Yes	Yes

Exemption Summary

Year	Current Exemptions	W/O Exemptions Estimate
2025	CBCAP	$16,330.23
2024	None	Not Available

Tax Summary

Collector	Year	Tax Rate	Base Tax	Due 12/2025	Due 1/2026	Status
ROCKWALL COUNTY COLL BY ROCKWALL CAD Acct #: 013300000013000R 841 JUSTIN ROAD ROCKWALL, TX 75087 Phone: 972-771-2034	2025	1.41029000	$6,637.45	$0.00	$0.00	**Paid**
	Sub Total	1.41029000	$6,637.45	$0.00	$0.00	
Total (as of: 12/23/25)		**1.41029000**	**$6,637.45**	**$0.00**	**$0.00**	**Paid**

Fee: **$85.00**

Tax Certificate

12/23/2025

Order #: 9001182500353

1612 Summit Ave, Suite 100 Fort Worth, TX 76102
support@unitedtaxco.com

Taxing Jurisdictions

	Account	Collected By	Year	Tax Rate	W/O Exempt	Base Tax	Due 12/2025	Due 1/2026
ROCKWALL COUNTY COLL BY ROCKWALL CAD	013300000013000R	ROCKWALL COUNTY COLL BY ROCKWALL CAD	2025	0.251000	$2,906.41	$1,181.32	$0.00	$0.00
CITY OF MCLENDON-CHISHOLM	013300000013000R	ROCKWALL COUNTY COLL BY ROCKWALL CAD	2025	0.092390	$1,069.82	$434.83	$0.00	$0.00
ISD - ROCKWALL	013300000013000R	ROCKWALL COUNTY COLL BY ROCKWALL CAD	2025	1.066900	$12,354.00	$5,021.30	$0.00	$0.00
Property Total (as of: 12/23/25)				**1.410290**	**$16,330.23**	**$6,637.45**	**$0.00**	**$0.00**

Exemption Information

Entity	HOM	OV65	DP	DV 10-30%	DV 31-50%	DV 51-70%	DV 71-100%
ROCKWALL COUNTY COLL BY ROCKWALL CAD	0.0	35K	0.0				
CITY OF MCLENDON-CHISHOLM	0.0	30K	30K				
ISD - ROCKWALL	140K	80K	60K				

CONDITIONS AND DISCLAIMERS

THIS REPORT IS PROVIDED SUBJECT TO THE LIMITATIONS AND EXCLUSIONS CONTAINED WITHIN THE UTS SUPPLIER AGREEMENT ("AGREEMENT"), AS MODIFIED FROM TIME TO TIME. IT IS EXPRESSLY UNDERSTOOD THAT THIS REPORT DOES NOT CONSTITUTE A REPORT UPON THE SUBJECT PROPERTY ON (i) THE STATUS OF TITLE, (ii) LIENS, (iii) MINERAL (WHETHER WORKING OR ROYALTY) INTERESTS, TAXES OR LEASES, (iv) PERSONAL PROPERTY TAXES, OR (v) OTHER FORMS OF NON-AD VALOREM TAXES WHICH MAY BE, OR HAVE BEEN, ASSESSED (EX. PAVING ASSESSMENTS AND/OR LIENS, HOMEOWNER ASSESSMENTS, MAINTENANCE ASSESSMENT) AND NO REPRESENTATION OR WARRANTY IS PROVIDED WITH REGARD TO ANY OF SUCH MATTERS. ANY INFORMATION CONTAINED WITHIN ANY REPORT PROVIDED BY UTS REGARDING ANY OF FOREGOING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE COMPLETE, ACCURATE OR RELIED UPON BY ANY PARTY.

Rockwall Central Appraisal District
841 Justin Rd
Rockwall, TX 75087
972-771-2034

2025+ Tax Statement

Property Account Number:
11384

Statement Date: 06/25/2026
Owner: 7.0 HOLDINGS LLC
Mailing Address: 2 ESSEX COURT
HEATH TX 75032-6643

Property Location: 0000141 S HWY205
Acres: 3.43
Legal Description: A0133 K LATHAM
TRACT 13
ACRES 3.43

Exemptions: 23.231 CIRCUIT BREAKER LIMITATION

IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	MINERAL VALUE	PERSONAL PROPERTY	TOTAL MARKET VALUE
0	1,157,934	0	0	0	0	0	1,157,934

Taxing Entities	Exemption Amount	Taxable Value	Tax Rate Per $100	Base Tax
ROCKWALL COUNTY	687,290	470,644	0.251000	0.00
CITY OF MCLENDON-CHI	687,290	470,644	0.092390	0.00
ROCKWALL ISD	687,290	470,644	1.066900	0.00
			TOTAL BASE TAX	**0.00**

Total Amount Due **0.00**

Detach
Return With Payment

Property Account Number
11384

Visit our website for online credit card payments.

Total Amount Due **$0.00**

IF PAID IN	AMOUNT DUE
JUL	0.00
AUG	0.00
SEP	0.00
OCT	0.00
NOV	0.00
	0.00

11384 RCAD

2025 +Tax Statement
06/25/2026

Please Make Checks Payable To:
Rockwall CAD

7.0 HOLDINGS LLC
2 ESSEX COURT
HEATH TX 75032-6643

1030 Explorer St.
Duncanville, TX 75137
469-868-6085 TSCL #19103

To Whom It May Concern,

This letter is to request an exemption for sign M at 137 S State Hwy 205 as permitted under the State Highway 205 Overlay District**,** 5.2.8.d3, for the purpose of displaying prices for fuel sales:

3. Monument sign lighting shall be set to turn off by no later than 11:00 p.m. Sunday – Thursday and midnight Friday – Saturday. Sign lighting shall be on a timer and shall be consistent with the normal hours of operation of the associated business. The intent of this provision is to limit the amount of light pollution during non-business hours. Select businesses (i.e. emergency care, fuel sales, etc.) may request an exemption from this standard.

Proposed hours of operation for the monument sign lighting are 24 hours, due to the sign's display of prices for fuel sales. The purpose of this request is to allow the monument to display prices for fuel sales during the hours in which fuel is sold.

This letter is also to request relief from the following sections of the ordinance for sign permits 26-000101 and 26-000102:

For signs A2, A3 and F1, the purpose of the request is to allow the display of additional signage due to the business's location on a high-visibility corner with visibility from 4 directions of travel at the intersection of 2 state roads.

3.05.020(C)4(I)
(I) Secondary elevations shall not include building-mounted signage unless expressly permitted elsewhere in this Code.

- 26-000101 – Signs A2 (right and left elevations) and A3 (rear elevation)
- 26-000102 – Sign F1 (left elevation)

For sign S, the purpose of the request is to get relief from the maximum allowance of sign area on the primary facing elevation to maintain consistency of national branding across all stores with the implementation of illuminated stripes.

3.05.20(C)3(A)
(A) Primary facing SH 205. Maximum sign area shall not exceed 1.25 square feet per one (1) linear foot of building face, not to exceed fifty-five (55) square feet.

- 26-000101 – Sign S (illuminated stripes)

Sincerely,

Chris Edwards

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

SPECIFIC USE PERMIT APPLICATION

Date of Application: 6/26/2026 Receipt #_____

Fee: $1,000

Applicant Name: Chris Edwards

Phone No. 469-868-6085 Email: chris@edwardssignservice.com

Status of Applicant: Owner ___ or Authorized Agent ✓

Applicant's Address:
1030 Explorer St, Duncanville, TX 75137

Owner's Address: 351 E. Hudgins St, Grapevine, TX 76051

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

Signature of Owner: _____ Date 6/26/2026

Signature of Applicant: _____ Date 6/26/2026

Address and/or Location of Request:
137 State Hwy 205, McLendon-Chisholm, TX 75032

Property Legal Description:
Lot 1, Block 1, The Crossroads at McLendon-Chisholm

County Parcel ID: Inst. No. 20250000018728

Existing Zoning: PD 2022-11, GB Requested Zoning: PD 2022-11, GB

Development Fees

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

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

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

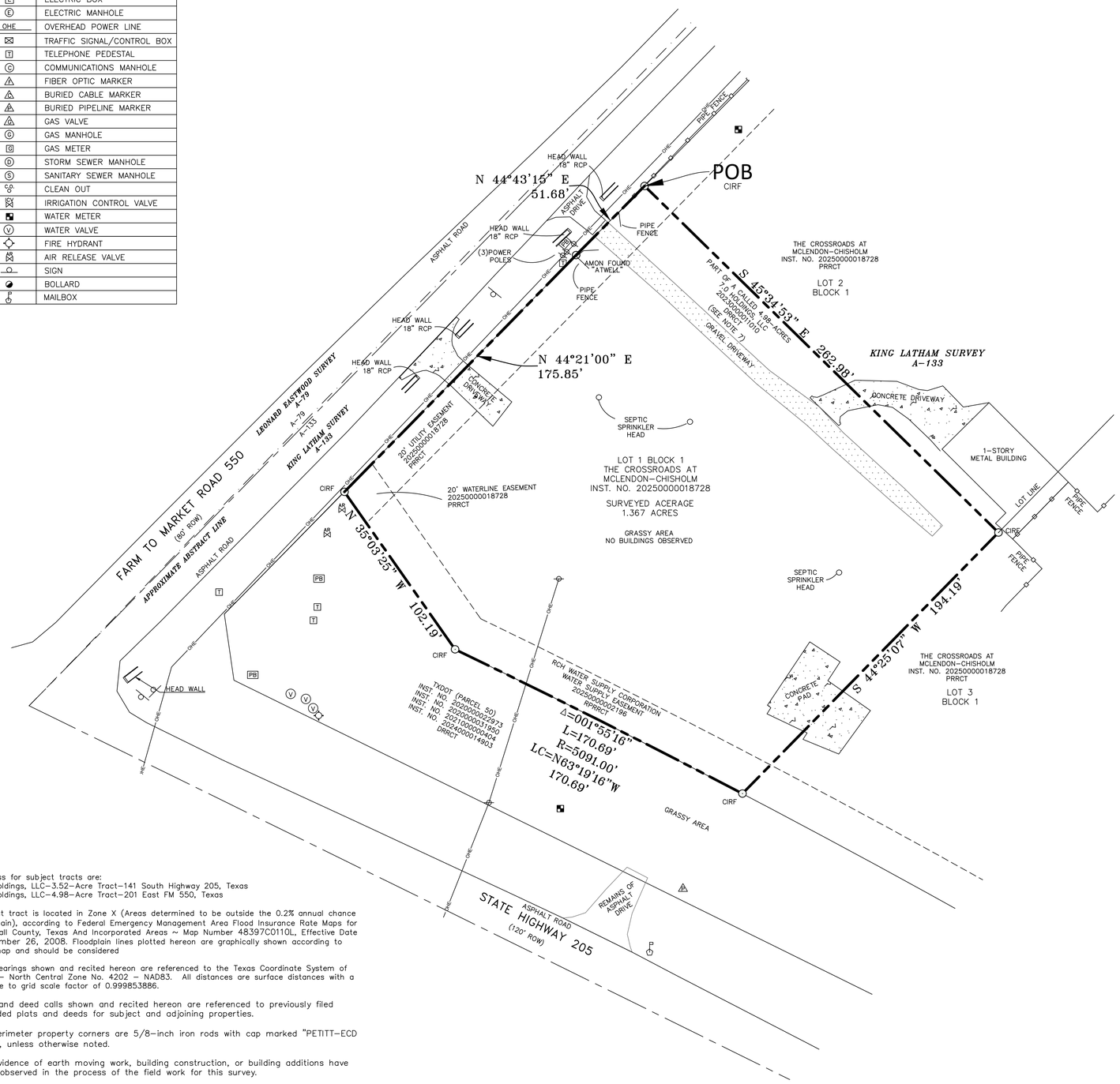
Further, I hereby certify that I understand and agree to the development fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning & Zoning Commission and/or City Council.

Signature of Applicant (Owner/Authorized Agent): _____

City Secretary: _____

(Seal)

LEGEND	
BARBED WIRE FENCE	
IRON PIPE FENCE	
WROUGHT IRON FENCE	
POWER POLE	
GUY WIRE	
LIGHT POLE	
ELECTRIC BOX	
ELECTRIC MANHOLE	
OVERHEAD POWER LINE	
TRAFFIC SIGNAL/CONTROL BOX	
TELEPHONE PEDESTAL	
COMMUNICATIONS MANHOLE	
FIBER OPTIC MARKER	
BURIED CABLE MARKER	
BURIED PIPELINE MARKER	
GAS VALVE	
GAS MANHOLE	
GAS METER	
STORM SEWER MANHOLE	
SANITARY SEWER MANHOLE	
CLEAN OUT	
IRRIGATION CONTROL VALVE	
WATER METER	
WATER VALVE	
FIRE HYDRANT	
AIR RELEASE VALVE	
SIGN	
BOLLARD	
MAILBOX	



NOTES:

1. Address for subject tracts are:
   7.0 Holdings, LLC–3.52–Acre Tract–141 South Highway 205, Texas
   7.0 Holdings, LLC–4.98–Acre Tract–201 East FM 550, Texas

2. Subject tract is located in Zone X (Areas determined to be outside the 0.2% annual chance floodplain), according to Federal Emergency Management Area Flood Insurance Rate Maps for Rockwall County, Texas And Incorporated Areas ~ Map Number 48397C0110L, Effective Date September 26, 2008. Floodplain lines plotted hereon are graphically shown according to this map and should be considered

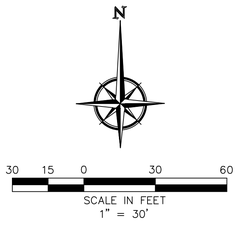
3. The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 – North Central Zone No. 4202 – NAD83. All distances are surface distances with a surface to grid scale factor of 0.999853886.

4. Plat and deed calls shown and recited hereon are referenced to previously filed recorded plats and deeds for subject and adjoining properties.

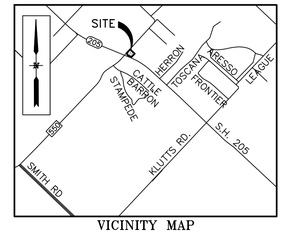
5. All perimeter property corners are 5/8–inch iron rods with cap marked "PETITT–ECD 6134", unless otherwise noted.

6. No evidence of earth moving work, building construction, or building additions have been observed in the process of the field work for this survey.

7. The vesting deeds (Instrument Number 20230000011009 & 20230000011010) from which a portion of this tract is being surveyed does not close.



LEGEND	
CIRS	5/8" IRON ROD WITH SET CAP MARKED "PETITT–ECD 6134"
CIRF	5/8" IRON ROD WITH CAP FOUND (AS NOTED)
IRF	IRON ROD FOUND
DRRCT	DEED RECORDS ROCKWALL COUNTY TEXAS
VOL.\PG.	VOLUME\PAGE
INST. NO.	INSTRUMENT NUMBER
ROW	RIGHT–OF–WAY



VICINITY MAP
N.T.S.

TITLE NOTES:

Title Commitment referenced for this survey provided by Fidelity National Title Insurance Company GF No. FT–24411–9001182500353–LW, Effective Date: May 21, 2025 with an Issue Date of May 30, 2025 (no additional easement research was performed). Instruments referenced in Schedule B of this Commitment as they relate to this Survey are addressed as follows:

Item 10e. ~ Texas Power and Light Easement recorded in Volume 32, Page 614, DRRCT
The easement described in the referenced document cannot be plotted with the information provided.

Item 10f. ~ Right–of–Way to the State of Texas recorded in Volume 41, Page 612, DRRCT.
The tract of land described in referenced document, is not within nor does it touch the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10g. ~ Right–of–Way deed to the State of Texas recorded in Volume 57, Page 456, DRRCT.
The tract of land described in referenced document, is not within nor does it touch the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10h. ~ Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration recorded in Instrument Number 202000022973, DRRCT.
The 1.398–acre tract of land described in Exhibit "A" of referenced document, is not within, but is adjacent to the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10i. ~ Easement Agreement for Access recorded in Instrument 20200000013950 DRRCT.
The 1.398–acre tract of land described in Exhibit "A" of referenced document, is not within, but is adjacent to the surveyed tract. The 2.000–acre tract of land described in Exhibit "B" of referenced document, is not within nor does it touch the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10j. ~ Easement Agreement for Access recorded in Instrument Number 20210000000404 DRRCT.
The 1.398–acre tract of land described in Exhibit "A" of referenced document, is not within, but is adjacent to the surveyed tract. The 2.000–acre tract of land described in Exhibit "B" of referenced document, is not within nor does it touch the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10k. ~ Judgement of Court in Absence of Objection recorded in 20240000014903 DRRCT.
The 1.398–acre tract of land described in Exhibit "A" of referenced document, is not within, but is adjacent to the surveyed tract. Based on said description this item does not affect the surveyed property.

Item 10k. ~ Utility Easement and Right–of–way to RCH Water Supply Corporation, Instrument Number 20250000002196 DRRCT.
As shown.

Surveyed Legal Description

BEING a 1.367–acre tract of land situated in KING LATHAM, ABSTRACT NUMBER 133, City of McLendon Chisholm, Rockwall County, Texas, being part of a called 3.52–acre tract of land described in deed to 7.0 Holdings, LLC. recorded in Instrument Number 20230000011009, Deed Records, Rockwall County, Texas, (DRRCT), being all of Lot 1, Block 1 of The Crossroads of McLendon Chisholm, an addition to the city of Mclendon Chisholm according to the Final Plat thereof recorded in Instrument number 20250000018728, DRRCT and being a part of a remainder of a called 4.98–acre tract of land described in deed to 7.0 Holdings, LLC recorded in Instrument Number 20230000011010 DRRCT:

BEGINNING at a 5/8–inch iron rod with cap stamped "PETITT–ECD 6134" found at the most northerly corner of said Lot 1, Block 1;

THENCE with the line of said Lot 1, Block 1 the following courses to 5/8–inch iron rods with cap marked "PETITT–ECD 6134" found for corner:

South 45 degrees 34 minutes 53 seconds East, a distance of 262.98 feet;

South 44 degrees 25 minutes 07 seconds West, a distance of 194.19 feet to a point in the northeasterly right–of–way line of State Highway 205, as shown and described in recorded in Instrument Number 20240000014903 RPRRCT, and also being the beginning of a non–tangent curve to the left;

Northwesterly with the northeasterly right–of–way line of said State Highway 205 and said curve which has a central angle of 01 degree 55 minutes 16 seconds, a radius of 5091.00 feet with a chord that bears North 63 degrees 19 minutes 16 seconds West, with a chord length 170.69 feet and an arc length of 170.69 to the end of said curve;

North 35 degrees 03 minutes 25 seconds West, a distance of 102.19 feet to a point of intersection of the northeasterly right–of–way line of said State Highway 205 and the southeasterly right–of–way line of said F.M. 550;

THENCE North 44 degrees 21 minutes 00 seconds East, departing the northeasterly right–of–way line of said State Highway 205, and continuing with the southeasterly right–of–way line of said F.M. 550, a distance of 175.85 feet to a 2" aluminum cap Stamped "ATWELL" found for corner;

THENCE North 44 degrees 43 minutes 15 seconds East, continuing with said right–of–way, a distance of 51.68 feet to the POINT OF BEGINNING, containing 1.367 acres of land, more or less.

SURVEYOR'S CERTIFICATE

TO: VRE McLendon 7E, LLC
Titan Bank
VPC VR001, LLC
Fidelity National – 221. W Southlake BLVD. Suite 150. Southlake, Texas 76092

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1,2,3,4,5,6,7B.1,7C,8,9,11B,13,14 & 16. the field work was completed in June 2025.

Date: December 16, 2025

FOR PETITT–ECD:

James Mark Whitkanack, RPLS No. 6134

STATE OF TEXAS · REGISTERED · JAMES MARK WHITKANACK · 6134 · LICENSED · LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY

1.367 ACRES

SITUATED IN

KING LATHAM SURVEY, ABST. NO. 133
CITY OF McLENDON–CHISHOLM
ROCKWALL COUNTY, TEXAS

PETITT - ECD

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION

TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792

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201 WINDCO CIR. SUITE 100 WYLIE, TX 75098 (972) 941–8400

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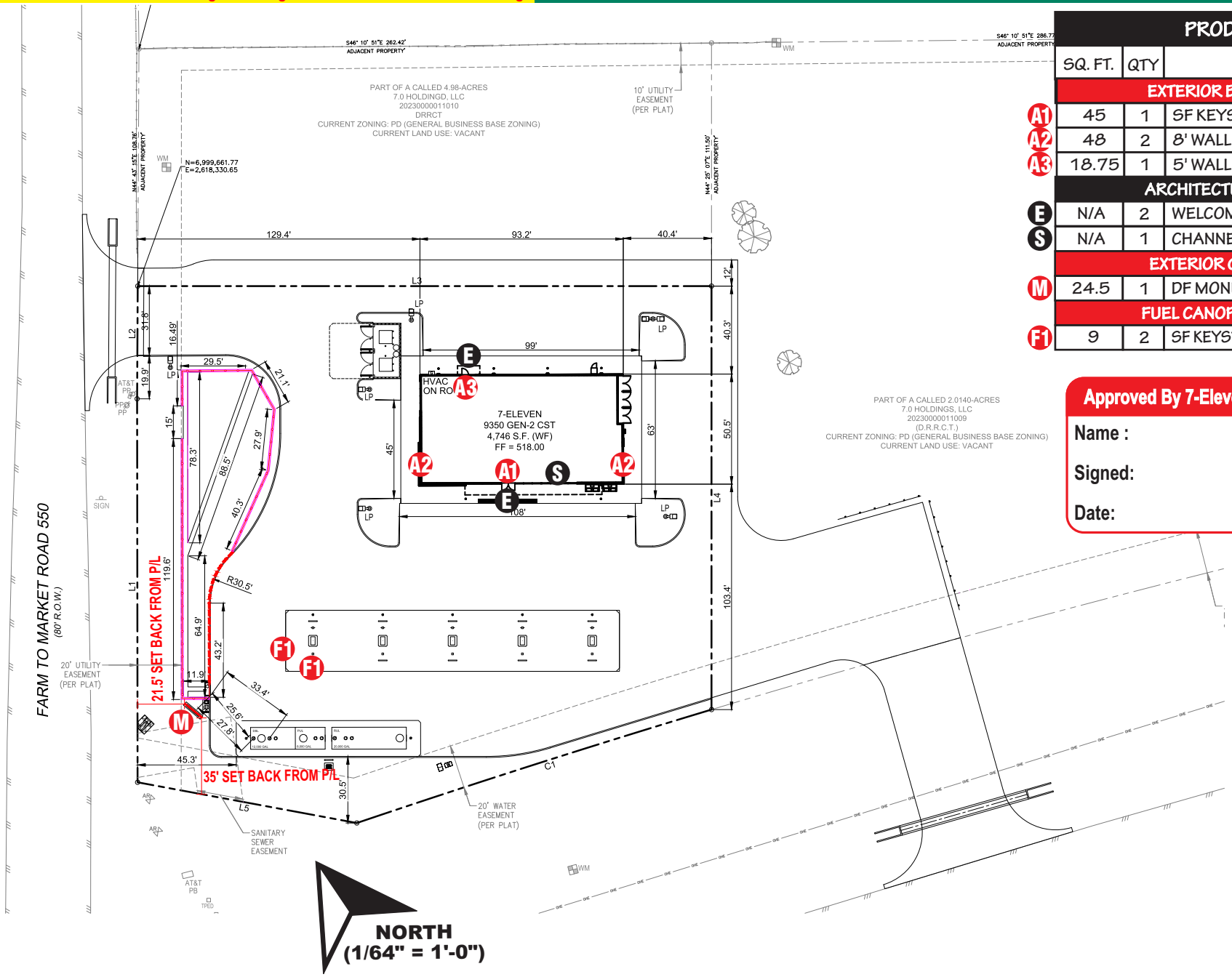
DATE: 12\17\2025 *SHEET 1 OF 1*

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ELEVATION VERSION: 2D Rendering - Building Elevations with Additional Glazing.

ZONING: GB/General Business

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M	24.5	1	DF MONUMENT SIGN (CUSTOM)
FUEL CANOPY FASCIA SIGNS			
F1	9	2	SF KEYSTONE SIGNS

Approved By 7-Eleven Construction Manager

Name :

Signed:

Date:

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: June 5, 2026

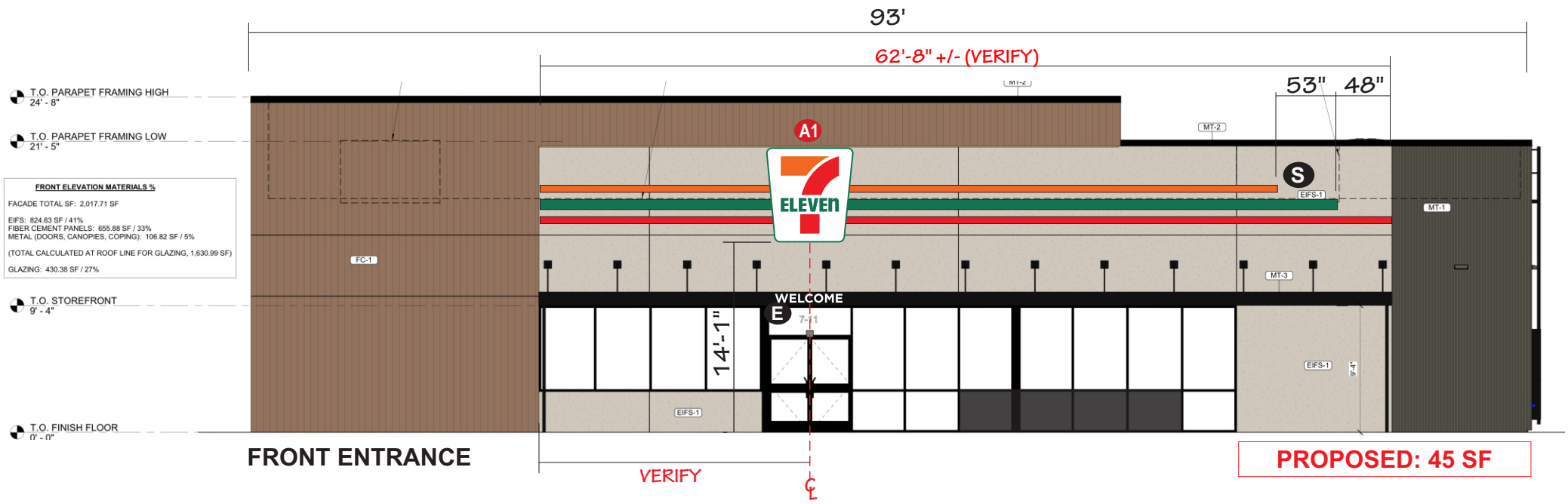
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2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

D-ORDER# 1631968004.10
Project Mgr.: Ginger Pullin

SCALE: 3/32" = 1'-0"

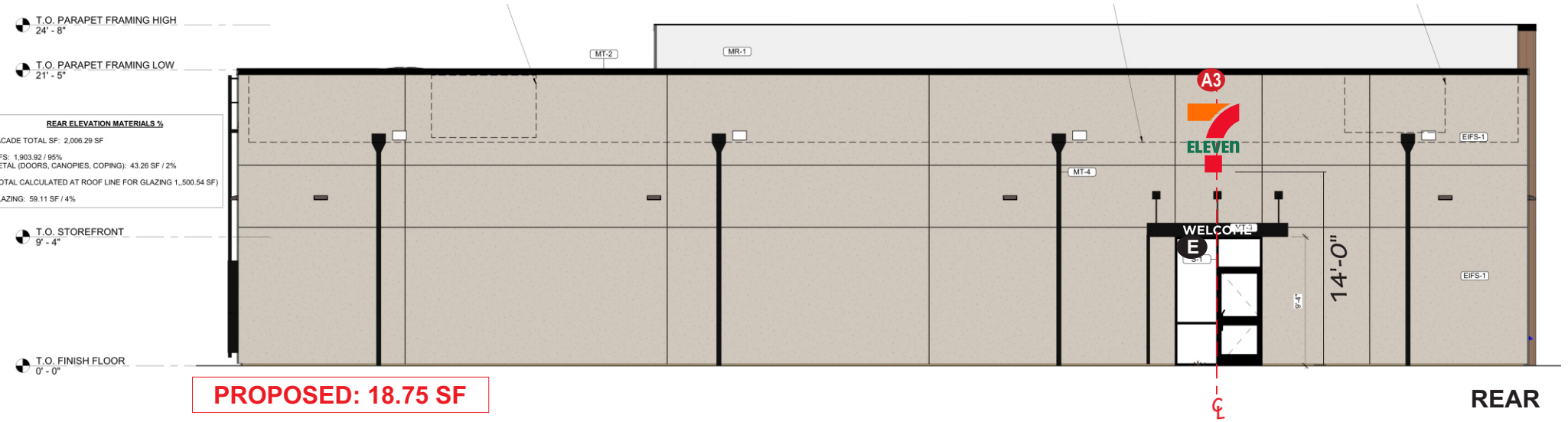
ELEVATION - WALL SIGNAGE

Wall Code: 1 Wall sign allowed per elevation - Max 50 SF.



FRONT ENTRANCE

PROPOSED: 45 SF



PROPOSED: 18.75 SF

REAR

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: June 5, 2026

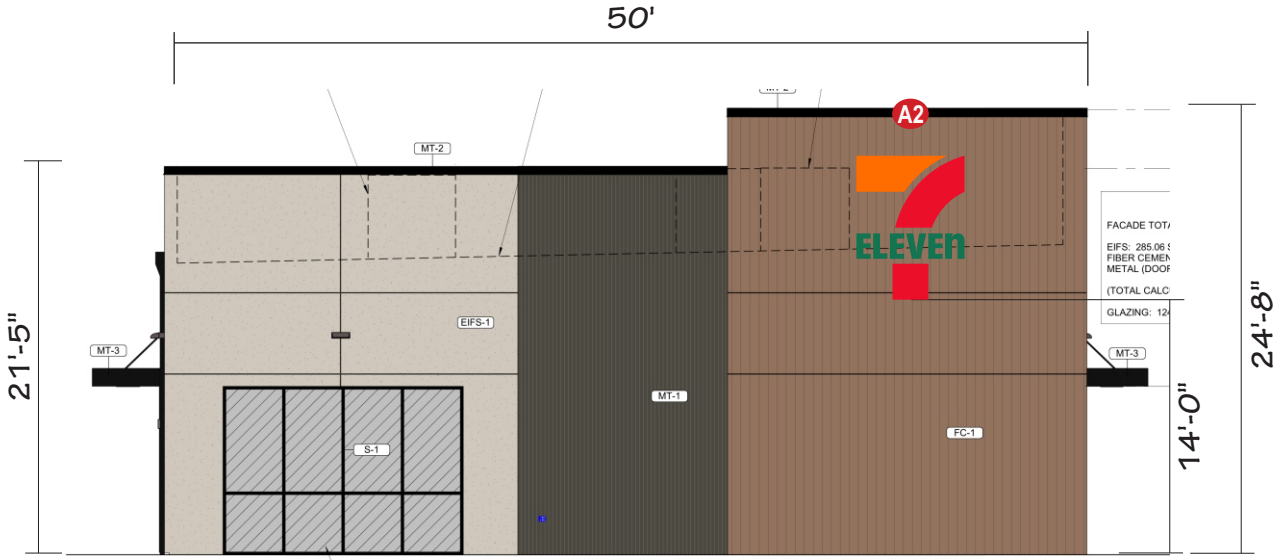
IDENTITI
2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

D-ORDER# 1631968004.10
Project Mgr.: Ginger Pullin

SCALE: 3/32" = 1'-0"

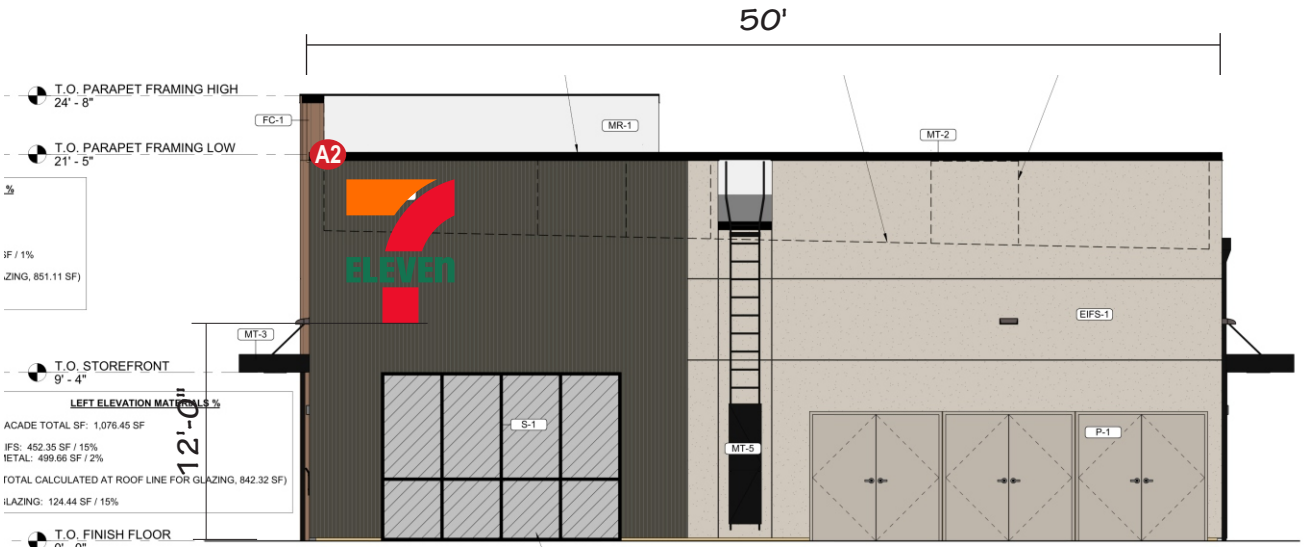
ELEVATION - WALL SIGNAGE

Wall Code: 1 Wall sign allowed per elevation - Max 50 SF.



PROPOSED: 48 SF

LEFT SIDE



RIGHT SIDE

PROPOSED: 48 SF

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

Date: June 5, 2026

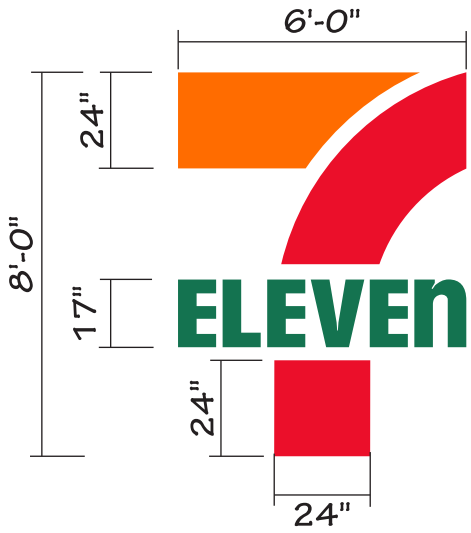
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D-ORDER# 1631968004.10

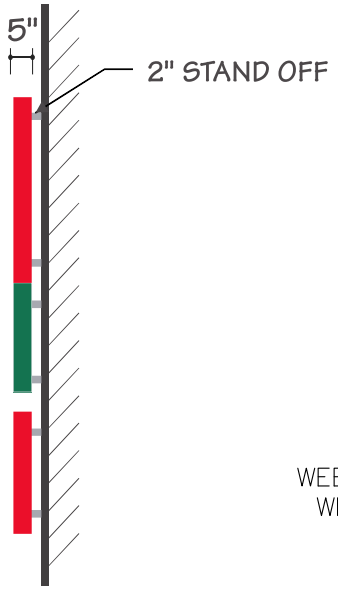
Project Mgr.: Ginger Pullin

8' WALL CHANNEL LOGO (FACE & HALO LIT) - NEW IMAGE 2024

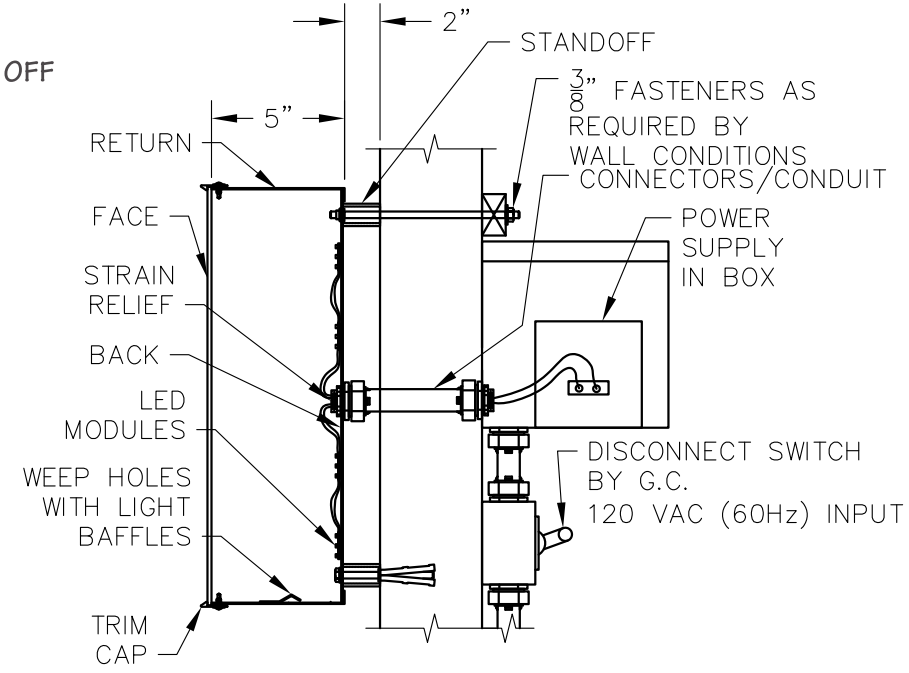
A2



FRONT VIEW



SIDE VIEW



SECTION DETAIL
EQUIPMENT GROUNDED
NOT TO SCALE

FACES:
CLEAR ACRYLIC WITH 2ND SURFACE APPLIED VINYL. (CLEAR ACRYLIC BACKS W/ 36355-30 WHITE FILM)

TRIM CAP:
I" JEWELITE WHITE, PAINT TM RETURN.

RETURNS:
ALUMINUM PAINTED TM FACE COLOR

ILLUMINATION:
WHITE LEDS

3M Scotchcal **3730-3243**
Pantone PMS 1505 XGC

3M Scotchcal **3730-6537**
Pantone PMS 336 C

3M Scotchcal **3730-2723**
Pantone PMS 2347 XGC

Display Square Footage : 48

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

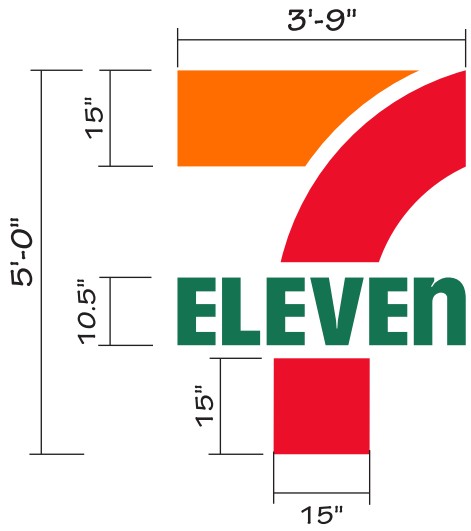
Date: June 5, 2026

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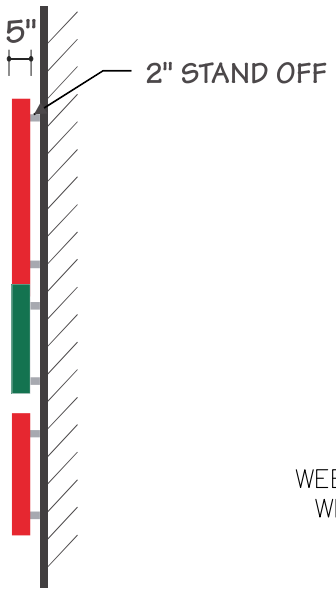
D-ORDER# 1631968004.10
Project Mgr.: Ginger Pullin

5' WALL CHANNEL LOGO (FACE & HALO LIT) - NEW IMAGE 2024

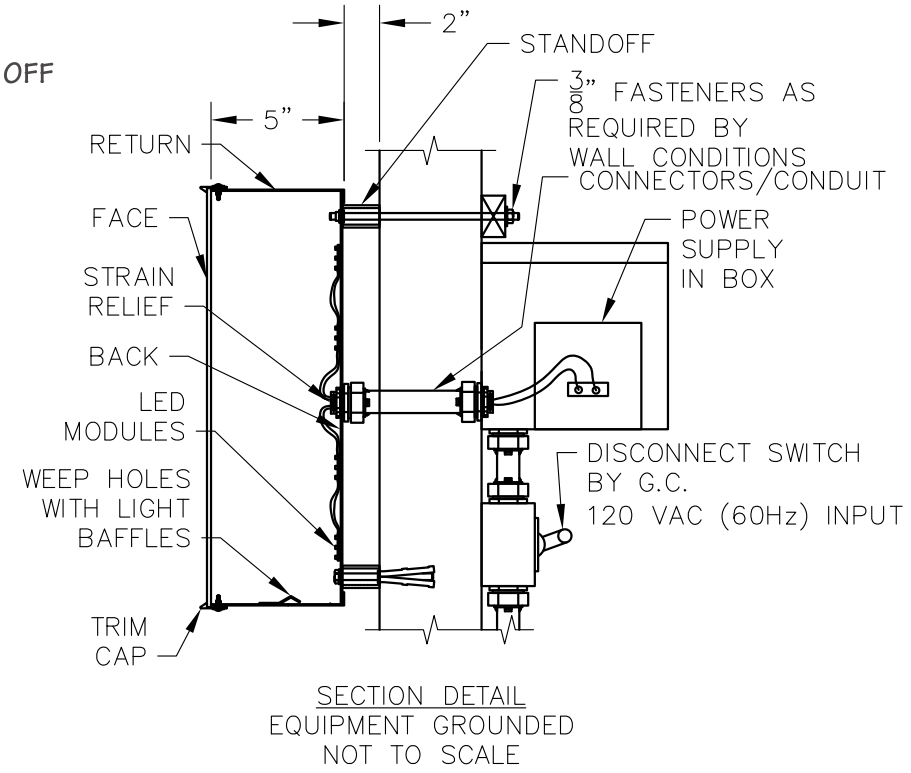
A3



FRONT VIEW



SIDE VIEW



SECTION DETAIL
EQUIPMENT GROUNDED
NOT TO SCALE

FACES:
CLEAR ACRYLIC WITH 2ND SURFACE APPLIED VINYL. (CLEAR ACRYLIC BACKS W/ 36355-30 WHITE FILM)

TRIM CAP:
I" JEWELITE WHITE, PAINT TM RETURN.

RETURNS:
ALUMINUM PAINTED TM FACE COLOR

ILLUMINATION:
WHITE LEDS

3M Scotchcal **3730-3243**
Pantone PMS 1505 XGC

3M Scotchcal **3730-6537**
Pantone PMS 336 C

3M Scotchcal **3730-2723**
Pantone PMS 2347 XGC

Display Square Footage : 18.75

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

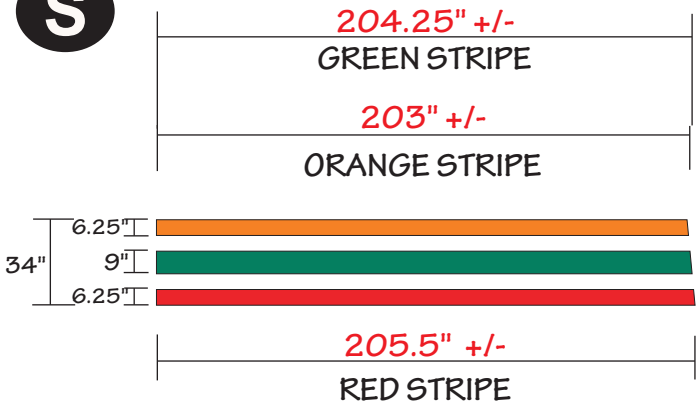
Date: June 5, 2026

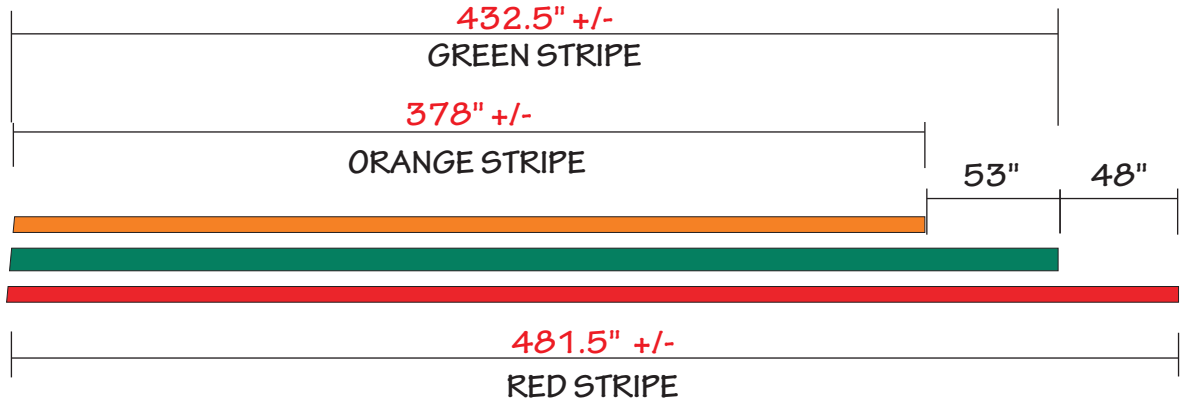
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D-ORDER# 1631968004.10
Project Mgr.: Ginger Pullin

BUILDING TRI-STRIPE BAND CHANNEL SET - NEW IMAGE 2024

S





FACES:
CLEAR ACRYLIC WITH 2ND SURFACE APPLIED VINYL. (CLEAR ACRYLIC BACKS W/ 36355-30 WHITE FILM)

STRIPE BODY RETAINER ENDCAP SCREWS – PAINT TO MATCH FACE

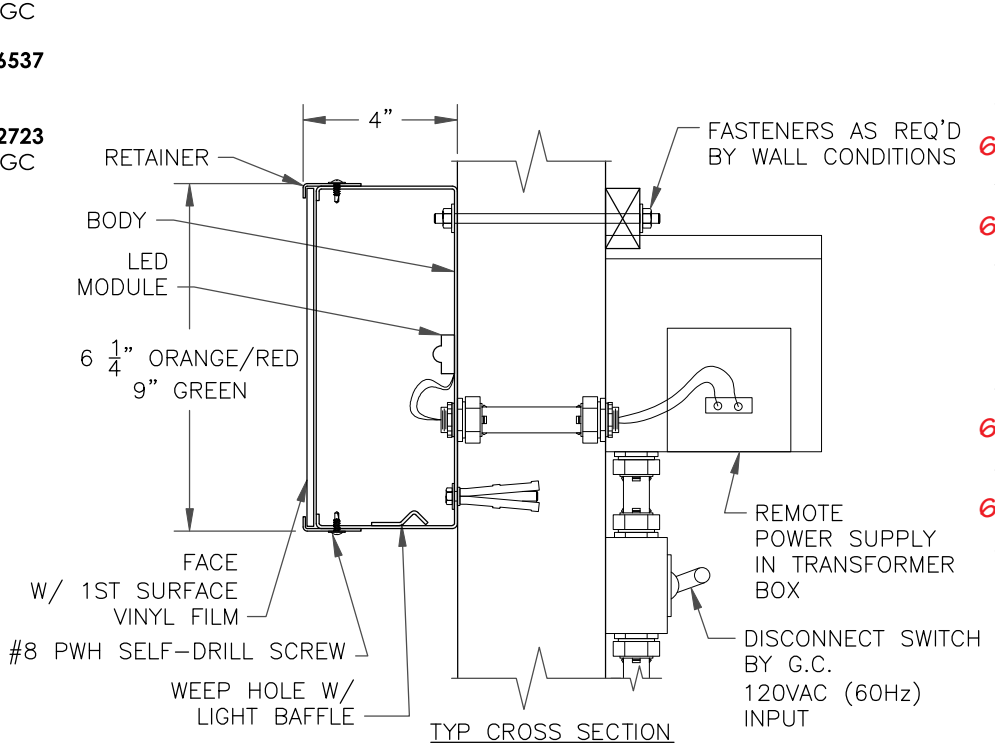
ILLUMINATION:
WHITE LEDS

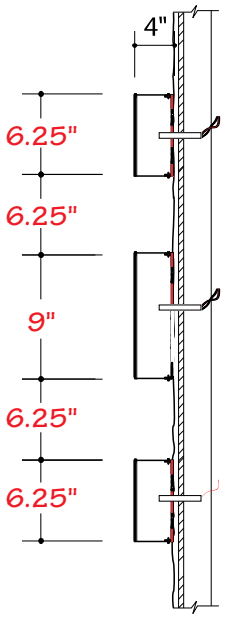
- 3M Scotchcal **3730-3243** Pantone PMS 1505 XGC
- 3M Scotchcal **3730-6537** Pantone PMS 336 C
- 3M Scotchcal **3730-2723** Pantone PMS 2347 XGC

STOP
MORE INFORMATION REQUIRED

- [x] DIMENSIONS
- [ ] COLORS
- [ ] MATERIAL
- [ ] MOUNTING TYPE
- [ ] OTHER _____

STRIPE LENGTH SIZES SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE. ESTIMATES PROVIDED BASED ON THE ABOVE SIZES ARE ALSO SUBJECT TO CHANGE. FIELD SURVEY REQUIRED PRIOR TO MANUFACTURING.





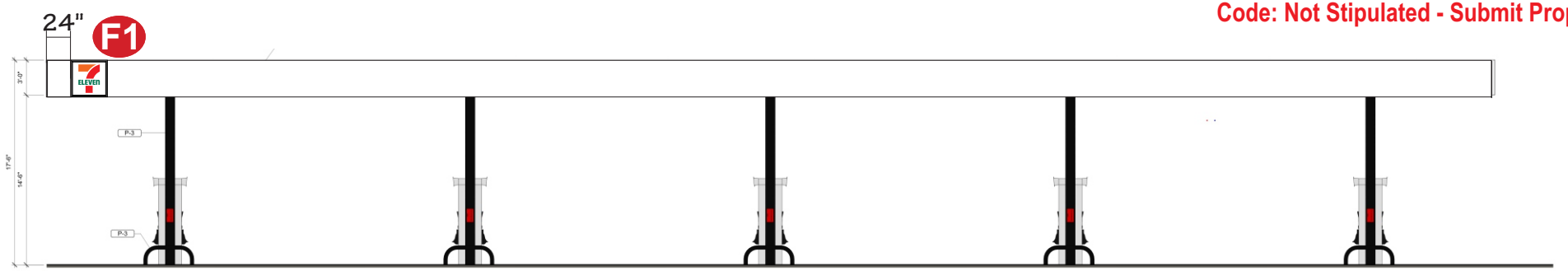
TRI-STRIPE BAND SET

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032
Date: June 5, 2026

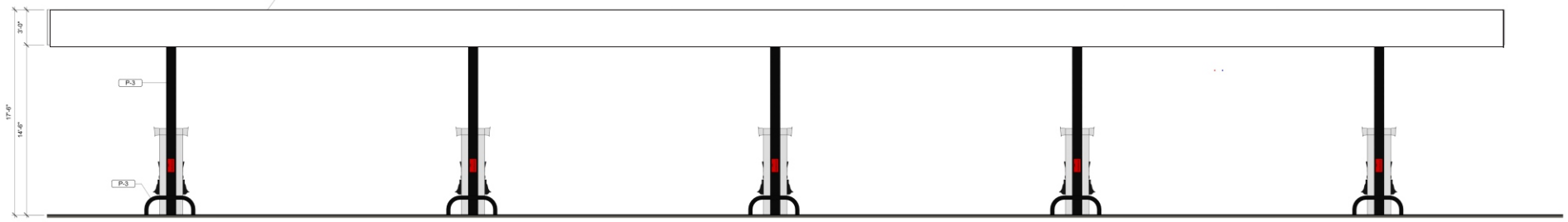
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Project Mgr.: Ginger Pullin

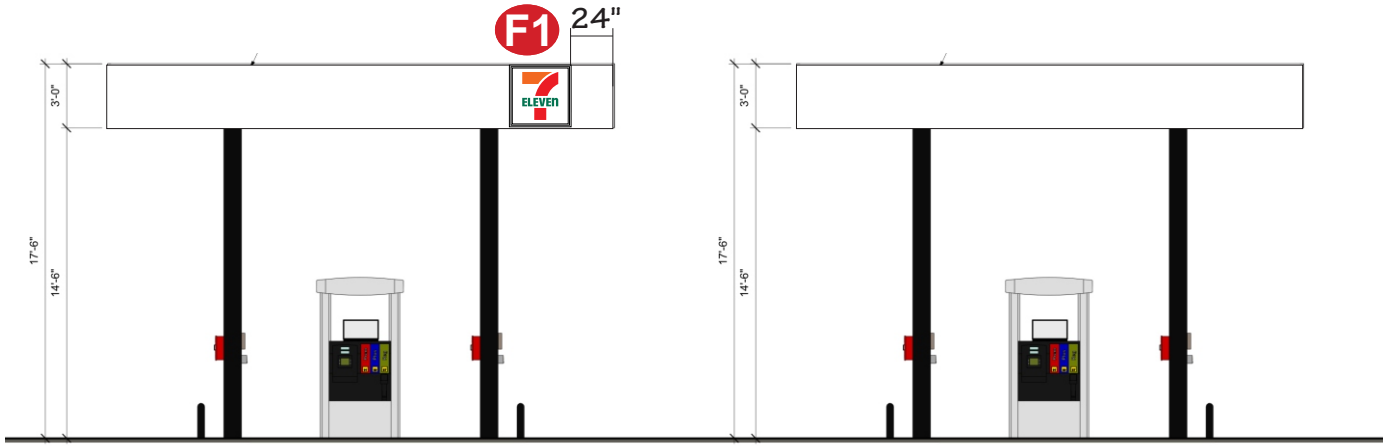
Code: Not Stipulated - Submit Proposal



FRONT (FACING STREET) - SF KEYSTONE SIGN BY IDENTITI



REAR (FACING STORE)



LEFT SIDE - SF KEYSTONE SIGN BY IDENTITI

RIGHT SIDE

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

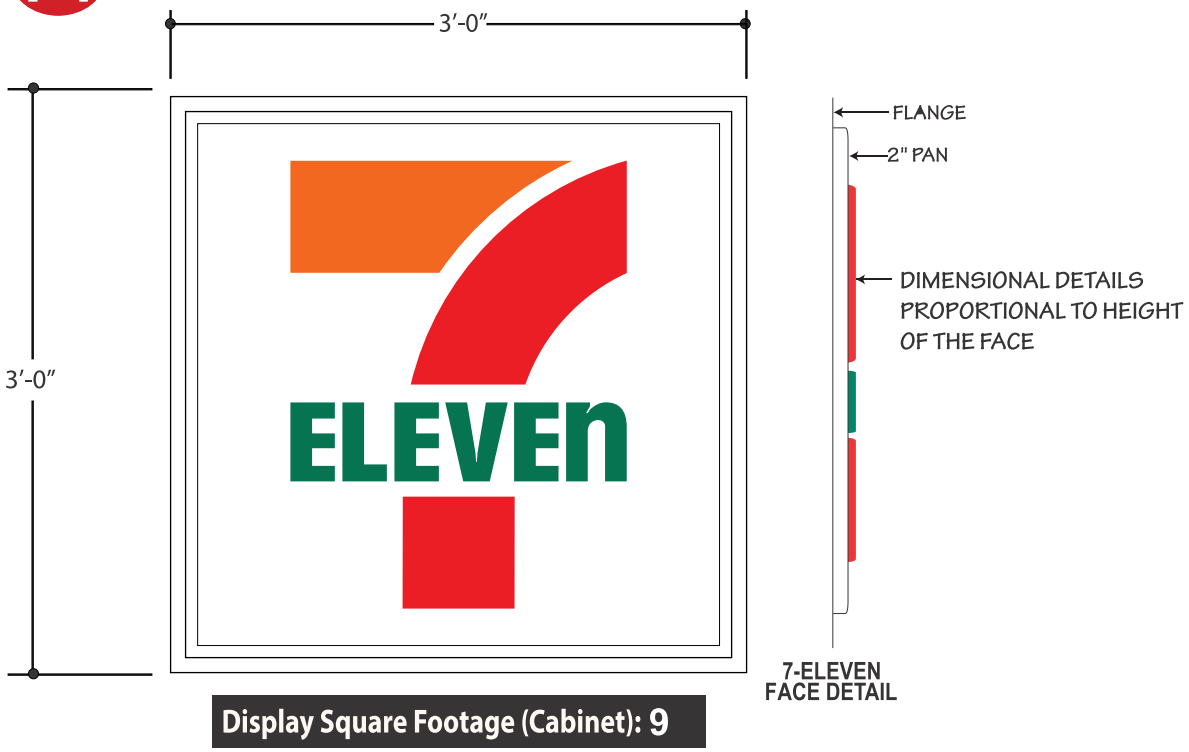
Date: June 5, 2026

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D-ORDER# 1631968004.10

Project Mgr.: Ginger Pullin

F1



Display Square Footage (Cabinet): 9

SF INTERNALLY ILLUMINATED SIGN @ FUEL CANOPY

- SF EXTRUDED ALUMINUM CABINET & 1" RETAINERS PAINTED WHITE.
- PAN-FORMED & EMBOSSED CLEAR POLYCARBONATE FACE W/2ND SURFACE DECORATION
- LED ILLUMINATION

7-ELEVEN COLORS

- 3M Scotchcal **3730-3243** Pantone PMS 1505 XGC
- 3M Scotchcal **3730-6537** Pantone PMS 336 C
- 3M Scotchcal **3730-2723** Pantone PMS 2347 XGC

Job Location: Site # 42855 -1057256
137 S SH 205
McLendon-Chisholm, TX 75032

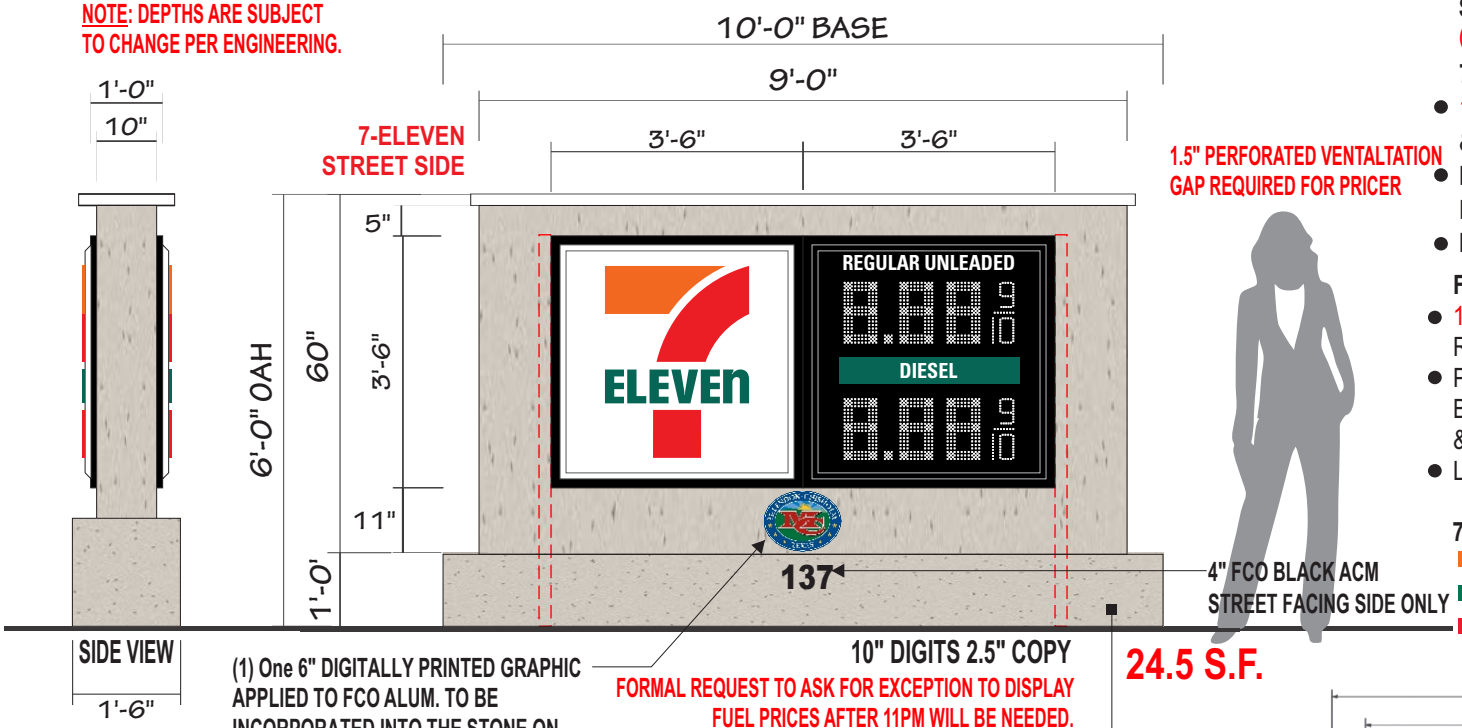
Date: June 5, 2026

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D-ORDER# 1631968004.10
Project Mgr.: Ginger Pullin

M

NOTE: DEPTHS ARE SUBJECT TO CHANGE PER ENGINEERING.



24.5 S.F.

DF INTERNALLY ILLUMINATED MONUMENT SIGN

STRUCTURE: FAB. ALUM FINISH TM BLDG. (VERIFY COLOR & TEXTURE)

7-ELEVEN SIGN HEAD

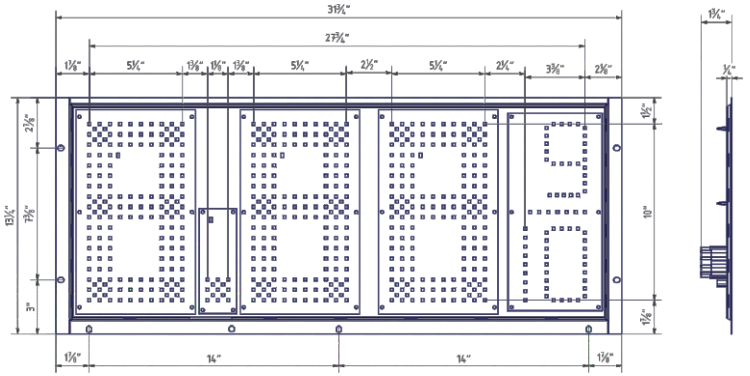
- 12" DEEP, DF EXTRUDED ALUMINUM CABINET & RETAINERS PAINTED GREEN.
- PAN-FORMED & EMBOSSED CLEAR POLYCARBONATE FACES W/2ND SURFACE DECORATION
- LED ILLUMINATION

FUEL PRICE SIGN HEAD

- 12" DEEP, DF EXTRUDED ALUMINUM CABINET & RETAINER PAINTED TRICORN BLACK SW 6258
- PAN-FORMED CLEAR POLYCARBONATE FACES BACK SPRAYED BLACK WITH WHITE GRADE COPY & FLAT PCU TACK (PWM) 1" WHITE LED DIGITS
- LED ILLUMINATION

7-ELEVEN COLORS

- 3M Scotchcal **3730-3243** Pantone PMS 1505 XGC
- 3M Scotchcal **3730-6537** Pantone PMS 336 C
- 3M Scotchcal **3730-2723** Pantone PMS 2347 XGC



GC is responsible for the covering outside of the sign including base. Sign will come in with concrete board only.

Code: 6' OAH - Sign can only be 5'OAH (Excluding base) Monument base can be additional 18" height measured from ground level at center of the base to top of the base. Overall height cannot exceed 6'.
Square footage allowed: 100 Sq Ft Total - Each face cannot exceed 50 Sq Ft. Max area for the sign structure cannot exceed 70 Sq Feet per side. Setbacks: 15' from Property Line-Non-advertised message area: A min of 25% of the sign face, excluding the base, shall contain non-advertised message area and shall be of construction materials similar to the building and shall be non-illuminated.

Job Location: Site # 42855 -1057256
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McLendon-Chisholm, TX 75032

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D-ORDER# 1631968004.10
Project Mgr.: Ginger Pullin

Section 5-2 Special Districts: State Highway 205 Overlay District

5.2.1 Purpose

Recognizing that SH 205 is a major historic, cultural and non-residential arterial through the City of McLendon- Chisholm, Texas the City hereby provides additional development standards for non-residential developments in this corridor.

5.2.2 Limits of Overlay District.

The area encompassed by these standards shall include all those properties that extend from the centerline of State Highway 205 to a point 1,500 feet parallel on each side of the centerline of SH 205 from the northernmost to the southernmost City of McLendon-Chisholm city limit lines. The Overlay District is intended to apply to all non-residential developments within the SH 205 corridor. Any property zoned for non-residential development within this corridor, in full or in part, shall be subject to the development standards contained herein. This Overlay District will extend from the northern City limit line to the southern city limit line as they exist or as they may be amended in the future. The provisions of the State Highway 205 Overlay District shall apply to all properties fully or partially within the defined area. Due to the varying locations of property lines, tract lines or other ownership or geographic criteria, the City Council may approve modifications to the strict adherence to this Overlay District upon a request by a property owner or applicant.

5.2.3 Applicability.

Existing base zoning districts of properties within the area shall not be affected except as noted below. All applicable regulations for use, yard, area, lot dimensions, utility placement, site circulation, and landscaping shall be those specified for each individual district except as may be amended herein.

This Overlay District shall apply as follows:

(1) Property Not Zoned or Zoned AG - Agriculture:
   a. This Overlay District, as adopted and as amended in the future, shall apply as a "prefix" to base zoning.
   b. All future zoning regulations shall conform to the criteria set herein.

(2) Property with existing non-residential straight zoning:
   a. This Overlay District, as adopted and as amended in the future, shall apply as a "suffix" to property currently zoned as non-residential.
   b. The existing base zoning district shall prevail except in cases where the base district is silent or there is a direct conflict with this Overlay District
      i. Where the base zoning district is silent on any specific development standard, the Overlay District shall prevail.
      ii. Where the base zoning district and this Overlay District have conflicting standards, the stricter standard shall prevail.

(3) Property with existing residential zoning:
   a. This overlay district shall not apply to any properties with existing residential zoning
   b. Existing residential zoning shall be grandfathered.
   c. If property with existing residential zoning is rezoned, the City of McLendon-Chisholm shall consider this Overlay District as part of the rezoning evaluation process, but may waive the application of this Overlay District.

(4) Property with an existing "PD – Planned Development District":
   a. This Overlay District, as adopted and as amended in the future, shall apply as a "suffix" to property currently zoned as PD-Planned Development District.

b. Existing PD-Planned Development District standards shall prevail **except** in instances where the PD-Planned Development District is silent. Where the PD-Planned Development District is silent on any specific development standard found in the Overlay District, the Overlay District shall prevail.
c. Where the PD-Planned Development District and this Overlay District have conflicting standards, the PD-Planned Development District shall prevail.

(5) Except as noted herein, the requirements below shall apply to all lots or tracts located fully or partially within the geographic limits of the Overlay District. Any future changes to a site plan and/or a platted property after the adoption of this Overlay District may be subject to the standards herein as may be applicable. The City Council may approve amendments to specific standards herein and may adopt alternative regulations through the Specific Use Permit or a rezoning process.

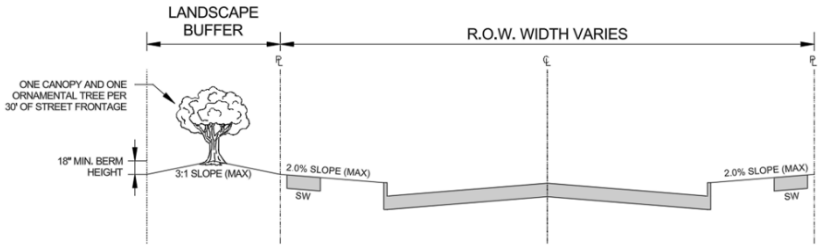
5.2.4 Non-Residential Uses.

Property within the State Highway 205 Overlay District shall be primarily developed as non-residential. No residential zoning shall be permitted within this overlay district.

5.2.5 Landscaping requirements:

The purpose of this section is to promote a unified landscaped corridor through the City, to enhance the City's major thoroughfare, provide for a noise pollution barrier for the residential development on either side of the Overlay District and promote an environmentally responsible corridor.

(1) A minimum 30-foot wide landscape buffer (as measured from the front property line, exclusive of rights-of-way, site visibility easements, future thoroughfare setbacks, etc.) shall be provided. This requirement is not intended to prohibit the placement of driveway openings as specified in the Thoroughfare Standards Rules & Regulations, as currently adopted or modified in the future.



TYPICAL ROADWAY SECTION

(2) The landscape buffer shall generally consist of street trees, shrubs, groundcover, berms, and related elements and shall meet the following criteria:
a. A minimum of one three-inch caliper canopy tree and one ornamental tree (measured at twelve inches above the soil line and six-foot planted height) per 30 feet of street frontage. The number of street trees required shall be calculated as one (1) each (canopy and ornamental) per thirty (30) feet of street frontage, but the trees may be planted in groups or clusters as indicated in a commercial development landscape plan. Up to thirty percent (30%) of the canopy trees are eligible for substitution with additional ornamental trees at a 1:3 ratio. For every canopy tree that is substituted, three ornamental trees will be required.
b. Headlight screening:
i. The inclusion of a landscape screen is important for screening headlights from adjacent non-residential development parking. The headlight screening minimizes glare for adjacent arterial traffic.

ii. A minimum height of eighteen inches (18”) inches (as measured from the finished grade of the parking area) in locations where the landscape edge separates a surface parking area from State Highway 205 or another major thoroughfare.

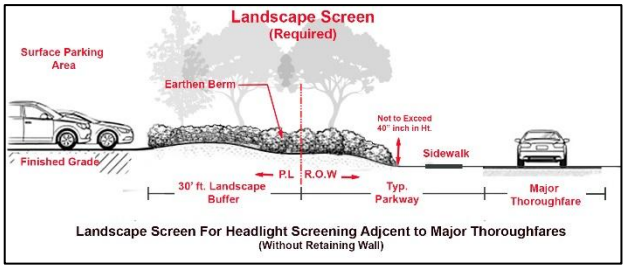


iii. Planting material shall be an evergreen variety, at least twelve inches (12”) in height at planting, spaced no more than twelve inches (12”) apart and the species shall reach an eighteen-inch (18”) height within twenty-four months and grow into a continuous hedgerow.

iv. All planting material shall include an irrigation plan to ensure viability. Landscape Plans shall include an irrigation note to this effect.

c. The use of earthen berms in the landscape buffer is encouraged under the following criteria:

i. The minimum height of a berm shall be eighteen inches (18”) as measured from the parkway elevation at the corresponding right-of-way line.

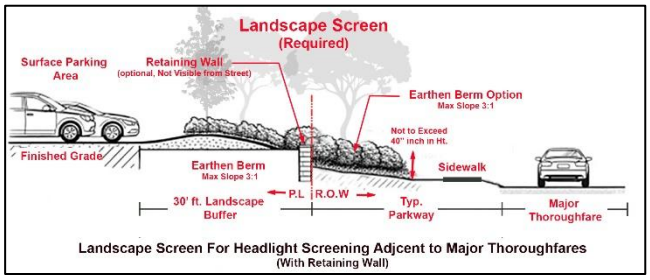


Landscape Screen For Headlight Screening Adjcent to Major Thoroughfares
(Without Retaining Wall)

ii. Maximum height of berms shall be four (4) feet as measured from the parkway elevation at the corresponding right-of-way line.

iii. Berms shall have a maximum slope of three (3) feet of horizontal run for every one (1) foot of height.

iv. A retaining wall with an independent footer may be used on the side furthest away from the right-of-way to tie into the associated development grade line. Retaining walls shall not be incorporated into standard curbs.



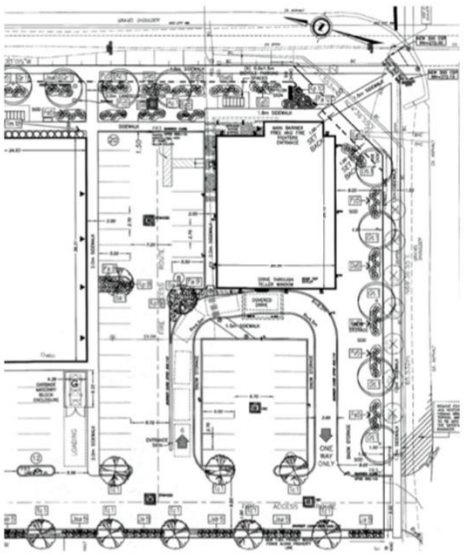
Landscape Screen For Headlight Screening Adjcent to Major Thoroughfares
(With Retaining Wall)

v. A minimum of thirty percent (30%) of the landscape buffer area shall include shrubs, hedges, ground cover, boulders, xeriscape elements, or a combination thereof.

i. No shrubbery, hedges, other plant material or retaining walls shall impede site visibility triangles.

ii. Shrubbery hedges forming a continuous living screen and retaining walls used in conjunction with berms shall not exceed 40 inches in height as measured from the parkway elevation at the right-of-way line.

(3) A landscape plan, including planting and irrigation details, shall be submitted in conjunction with the site plan for review and approval. Landscape Plans:
   a. Shall accompany all non-residential site plan submittals
   b. Shall be prepared by either a Registered Professional Engineer (PE) or a Registered Landscape Architect (RLA). A PE or RLA shall be responsible for insuring that the Landscape Plans adhere to these criteria by sealing and signing such plans.
   c. Landscape Plans shall include the following (at a minimum):
      a. Site Features (north arrow, scale, site plan details, project name, owner, name of professional preparing the plan and other relevant information as required by City staff).
      b. General Notes including irrigation notes, planting material and other site data as required by City staff.
      c. Plan view of the proposed landscaped areas with dimensions and other critical site details.
      d. Street Tree calculations and notes: required and provided
      e. Plant material selected including name (common and Botanical), planting size (gallons, caliper inches, canopy dimensions), planting separation, full height notes, and related information.
      f. Plant installation details which adhere to nurseryman standards
      g. Irrigation plan by a State of Texas licensed irrigation specialist shall be submitted with the civil engineering construction documents.





   d. Planting material shall be selected from City of McLendon-Chisholm's approved plant material and tree lists. The City encourages the use of xeriscaping, drought tolerant material and a mixture of hardscape and landscape where possible. The landscape plan designer may propose alternative plant materials to enhance and promote environmental sustainability.

(4) Administrative modifications to the landscape requirements.
   a. An applicant shall have the opportunity to request a modification from these landscape standards when the strict interpretation and/or enforcement of these landscape standards would prevent a property's reasonable development in a safe and efficient manner.
   b. A request for the modified standard is reserved for unanticipated situations or specific site constraints and not merely for the convenience of the applicant.
   c. The standards shall not be modified on the basis of financial hardship.
   d. The acceptable modifications under this provision do not constitute a variance.
   e. Any modifications sought by an applicant beyond the limits summarized herein shall require a rezoning request or consideration by the Zoning Board of Adjustment.
   f. An applicant requesting a modified standard shall submit a written request at the time of the Site Plan submittal process and shall summarize the modification sought and the reasons for such request.

g. During the site plan review process, the Planning & Zoning Commission (or the City Council upon appeal) may reduce the width of the landscape buffer by as much as ten (10) feet administratively upon a finding that the strict enforcement of the full landscape buffer requirement would prevent a property's reasonable development in a safe and efficient manner. Additionally, the Planning and Zoning Commission (or the City Council upon appeal) may reduce any development criteria by as much as ten percent (10%) upon a finding that strict enforcement of the landscape requirements would prevent a property's reasonable development in a safe and efficient manner.

5.2.6 Public Art Program:

The purpose of this section is to promote cultural identity, enhance visual character, and integrate art into the built environment. The City of McLendon-Chisholm finds that public art increases community engagement, strengthens economic vitality, and enhances the aesthetic quality of public places.

(1) Applicability.
   a. This section applies to all new commercial development, redevelopment, or major renovation projects within the Overlay District located on a lot greater than one (1) acre.
   b. Projects subject to this section shall comply prior to the issuance of a certificate of occupancy.

(2) Public Art Requirement. All non-residential developments shall contribute to the City of McLendon-Chisholm's public art program by:
   a. Installation of public art as per the guidelines contained herein; OR
   b. Payment into a Public Art fee in lieu of the installation of the public art in an amount equal to 0.5% of the total construction cost of the development; AND
   c. Dedicating an area for the future public art of no less than 0.1% of the lot area or 1,000 square feet whichever is lesser. City Council may adjust the total area of the public art easement upon a formal request by an applicant. Public Art area location:
      i. Shall be subject to the approval of the Public Arts Committee, city planning staff, Planning and Zoning Commission and/or the City Council.
      ii. Shall be located in an area visible from the right-of-way.
      iii. Shall not be located in a visibility site triangle area.
      iv. Shall not be encumbered or limited by utility easements.
      v. Shall be noted on the site plan and a corresponding plat for recordation.
      vi. Shall have four (4) two-inch (2") electric conduits routed from the electricity transformer and stubbed out to the Public Art area.
   d. The City Council shall make the final determination as to whether to accept the installation of public art or to accept the fee in lieu of.

(3) Site Plan – Plat Designations and Notation.
   a. Any changes to an existing approved site plan for a development located within this district after the effective date of the adoption of this Overlay District, shall require conformance with the standards herein as may be applicable based on the existing zoning.
   b. Proposed public art area reservation shall be designated on a Site Plan submittal.
   c. Proposed public art area reservation shall be designated on a Plat as a "Public Art Easement"

(4) The City Council shall designate a Public Art Committee:
   a. The Committee can be comprised of any combination of the following:
      i. City Council Members
      ii. Planning and Zoning Commission Members
      iii. General Public
      iv. City Staff
   b. The Committee shall be composed as follows:

i. 3 members
ii. Staggering terms of three (3) years
iii. City Council shall appoint the chair of committee

c. The purpose of the committee shall be:
i. Establish public art goals and strategic plan.
ii. Establish public art guidelines.
iii. Review and approve public art proposals.
iv. Administer the public art program and make recommendations to the City Council.
v. Prepare an annual report to City Council on the status of the public art program.
vi. All expenditures using the Public Arts Fund shall be approved by the City Council.

(5) Eligible projects may provide public art through:
a. On-site installation.
b. Combination of installation and/or fee-in-lieu of contribution; or
c. Full fee-in-lieu payment to the City Public Art Fund.

(6) Public Art Guidelines
a. Commercial logos or advertising shall not qualify as public art.
b. Types
i. Sculpture or statues.
ii. Murals (paint, mosaic, mixed media).
iii. Integrated architectural art.
iv. Artist-designed infrastructure.
v. Other original visual works accessible to the public.
c. Design Standards.
i. Artwork shall be site-specific and integrated into project architecture or landscape design.
ii. Artwork shall be durable, safe, and designed for long-term public display.
iii. Artwork shall enhance the public realm and contribute to placemaking.
d. McLendon-Chisholm Public Art Themes
i. Within this Overlay District, public art shall reflect or interpret themes associated with Texas heritage and specifically the history of McLendon-Chisholm.
ii. These themes may include:
1. City history and local historical figures
2. Regional history or cultural traditions
3. Agricultural or ranching themes
4. Native ecology or landscape
5. Notable Texans or historic events
6. Western, frontier, or transportation themes
e. Artist Qualifications.
i. Artwork shall be designed and executed by a professional artist or design professional with demonstrated artistic experience
ii. City Council may allow alternative artwork which:
1. May not be prepared by a professional artist.
2. May not follow the stated themes described herein.
f. Maintenance.
i. Property owners shall maintain artwork in good condition.
ii. Public Art Fund shall not be eligible for maintenance expenses.

5.2.7 Land Use Spacing Regulations:

The following land uses shall comply with the residential adjacency standards herein:

Land Use	Conditional Land Use Adjacency Provisions
Amusement center, outdoor	1000 feet from any property zoned for residential development
Auto impound lot/wrecker business	1000 feet from any property zoned for residential development
Auto paint and body shop	1000 feet from any property zoned for residential development
Auto repair garage	1000 feet from any property zoned for residential development
Auto service station	1000 feet from any property zoned for residential development
Truck Stops (commercial vehicles)	1,000 feet from any property zoned for residential development
Bail Bonds	1,000 feet from any property zoned for residential development and 2,000 feet from another similar establishment
CBD Retail Stores	1,000 feet from any property zoned for residential development
Convenience Stores (with or without fuel sales) with alcohol sales	1,000 feet from any property zoned for residential development
Game rooms / Arcades	1,000 feet from any property zoned for residential development, schools, day care centers, or public parks
Go cart track and other vehicular track or facility	1,000 feet from any property zoned for residential development
Kennel	1,000 feet from any property zoned for residential development
Massage Parlors	1,000 feet from any property zoned for residential development and 2,000 feet from another similar establishment
Outdoor storage	1000 feet from any property zoned for residential development 2,000 feet from another similar establishment
Pawn Shops	1,000 feet from any property zoned for residential development 2,000 feet from another similar establishment
Payday Lenders / title loan stores	1,000 feet from any property zoned for residential development and 2,000 feet from another similar establishment
Recycling collection center	1,000 feet from any property zoned for residential development
Restaurant, drive-in/drive-thru	1000 feet from any property zoned for residential development
Sexually Orientated Business	1,000 feet from any property zoned for residential development and/or 2,000 feet from any school, day care center, or public parks
Tattoo parlor/body piercing studio	1,000 feet from any property zoned for residential development, schools, day care centers, or public parks 2,000 feet from another similar establishment
Tobacco shop (with greater than 51% of sales related to tobacco products)	1,000 feet from any property zoned for residential development, schools, day care centers, or public parks 2,000 feet from another similar establishment
Shooting range, outdoor	1,000 feet from any property zoned for residential development 2,000 feet from another similar establishment
Vape Stores / Smoke Shops / Hookah Lounges	1,000 feet from any property zoned for residential development, schools, day care centers or public parks 2,000 feet from another similar establishment
Veterinary hospital with outside pens	1,000 feet from any property zoned for residential development

5.2.8 Site Development Standards

The following site design standards shall apply for all non-residential developments within the Overlay District.

(1) Signs. For safety purposes, the Overlay District shall regulate the number and type of freestanding or pole signs along the corridor.

a. In addition to its usual definition a "sign" shall be any structure erected for the purpose of advertising or attracting attention to any business or activity.

b. The City of McLendon-Chisholm's sign ordinance shall govern the use, placement, design and or permitting processes for all signs. In addition to the City's sign ordinance, the following provisions shall apply. Where there may be a conflict between the City's sign ordinance and the criteria set forth herein, the stricter provision shall prevail.

c. Prohibited Signs

i. Off-Premise Signs – Billboard Signs shall be prohibited in this overlay district.

1. For definition purposes of this Section, an "off-premise" sign shall generally be considered a "billboard" sign or a free standing sign which is not associated with the immediately adjacent primary land use and identifies, advertises or attracts attention to a business, product, service, event or activity sold, existing or offered at a different location.

2. For definition purposes of this Section, a "billboard sign" shall be defined as a commercial sign which meets the following criteria:

a. Permanent structure sign which is used for the display of off-site commercial messages

b. Permanent structure sign which constitutes a principal, separate or secondary use, as opposed to an accessory use, of the parcel on which it is located;

c. Outdoor sign used as advertising for hire; as an example, on which display space is made available to parties, other than the owner or operator of the sign or occupant of the parcel (not including those who rent space from the sign owner, when such space is on the same parcel as the sign), in exchange for a rent, fee or other consideration; or

d. Off-site outdoor advertising sign on which space is leased or rented

ii. Painted or hand marked advertising on windows or buildings shall be prohibited.

iii. Flags, inflatable signs, portable signs, trailer signs, spotlights, or other temporary signs shall be prohibited unless a temporary sign permit is approved.

iv. Temporary Signs

1. Shall be allowed as per the City Sign Ordinance.

2. Shall be limited to one (1) sign per address; however, one (1) additional sign per tenant or unit shall be permitted. Signs associated with tenant occupancy and shall be removed within thirty (30) days following the issuance of the Certificate of Occupancy.

3. Shall be associated with a valid construction permit, where applicable.

4. Shall be removed promptly upon the expiration of the temporary permit; any costs incurred by the City of McLendon-Chisholm to

remove temporary signs shall be the responsibility of the permit holder.

d. Building Signs.
    i. Signs affixed to individual buildings, suites or demised premises shall be subject to and conform with the City's Sign Ordinance.
    ii. Painted or hand marked advertising on windows or buildings shall be prohibited.
    iii. Any free standing signs on the site, not affixed to the building, shall be considered a "Monument Sign" and shall conform to the criteria herein.
e. Real Estate signs and real estate directional signs shall be allowed as per the City's Sign Ordinance.
    i. A "real estate sign" shall be defined as a temporary sign that is located on the same lot as it is advertising, with the sole purpose of advertising that particular property for sale, for rent, or for lease.
    ii. A "real estate directional sign" shall be defined as a temporary sign that is located on the same lot as it is advertising; with the sole purpose to direct the public to a particular property or properties for purposes of sale, rent or lease.
f. Monument Signs.
    i. Multi-tenant non-residential development shall collocate freestanding signs into a cohesive monument sign on the overall property.
    ii. The number of monument signs allowed on a property shall be consistent with the number of driveway access points to an adjacent right-of-way allowed on the property.
    iii. A monument sign shall be dimensioned as such:
        1. No greater than six (6) feet in height from the footer at grade
        2. No greater than fifteen (15) feet in width of the structure
        3. Maximum sign face of sixty (60) square feet per side of actual signage
    iv. Each monument sign shall be designed by a structural engineer according to the City's approved and adopted International Building Code.
    v. Each monument sign shall include the following:
        1. Site Address: letters and numbers shall be between 4 and 8 inches in height
        2. Total number of slots or slats available per monument sign shall be the sum of the total number of suites plus four (4) per monument sign. The additional slots or slats are for possible expansion.
        3. Approved, or as amended in the future, City of McLendon-Chisholm Logo and slogan shall be incorporated into each monument sign banner.
            a. Logo shall be no greater than eight inches (8") in diameter.
            b. Logo may be incorporated into the slats / slots
            c. Logo may be placed on the monument sign frame
            d. Logo specifications shall be provided by the City and may change from time to time.





vi. All sign electrical equipment and structural supports shall be enclosed and secured with exterior finishing materials to be consistent with the exterior finishing material of the main building.
vii. Shall be constructed with exterior finishing materials similar to those of the main associated building structure.

g. Sign Lighting.
    i. Backlit signs within a monument sign shall be permitted with the following conditions:
        1. Property owner shall be responsible for the adherence to these provisions.
        2. Violations of these provisions shall be considered a violation of the City's Ordinances and shall be subject to fines and/or revocation of a Certificate of Occupancy.
        3. Monument sign lighting shall be set to turn off by no later than 11:00 p.m. Sunday – Thursday and midnight Friday – Saturday. Sign lighting shall be on a timer and shall be consistent with the normal hours of operation of the associated business. The intent of this provision is to limit the amount of light pollution during non-business hours. Select businesses (i.e. emergency care, fuel sales, etc.) may request an exemption from this standard.
    ii. Directional lighting shall be allowed under the following conditions:
        1. Property owners shall be responsible for adherence to these provisions.
        2. Violations of these provisions shall be considered a violation of the City's Ordinances and shall be subject to fines and/or revocation of a Certificate of Occupancy.
        3. No lighting shall be pointed or directed towards a right-of-way
        4. There shall be no more than one (1) foot candle spillover at the property line as measured three (3) feet from the natural grade.
        5. The average foot candle across a commercial site shall not exceed five (5) foot-candles as measured at four and one-half feet from natural grade.

h. Site Plan – Plat Designations and Notation.
    i. Any changes to an existing approved site plan for a development located within this district after the effective date of the adoption of this Overlay District, shall require conformance with the standards herein as may be applicable based on the existing zoning.
    ii. Proposed monument signs shall be designated on a Site Plan submittal.
    iii. Proposed monument signs shall be designated on a Plat as a "Sign Easement"

(2) Cross Access. For safety purposes and traffic access management purposes, the Overlay District shall regulate the access and circulation of non-residential developments.
    a. All non-residential developments shall be required to provide cross access from a non-residential development to an adjacent non-residential development in order to limit the number of driveway openings and thereby limiting local vehicle trips from congesting SH 205.
    b. Site Plan – Plat Designation and Notation.

i. Any changes to an existing approved site plan for a development located within this district after the effective date of the adoption of this Overlay District, shall require conformance with the standards herein as may be applicable based on the existing zoning.
ii. Cross-access shall be required on all non-residential development adjacent to other non-residential developments (existing or future).
iii. Cross-access shall be noted on a proposed Site Plan as a connection to an existing development or as a stub-out to future development.
iv. Cross-access shall be designated on a plat as a "Fire Lane, Access and Utility Easement"
v. Fire lanes shall be consistent with the International Fire Code as adopted or amended by City Council. At a minimum, fire lanes shall be defined as:
    1. Thirty feet (30') wide with a twenty foot (20') radius measured from curb return to curb return; OR
    2. Twenty-four feet (24') wide with a thirty foot (30') radius measured from curb return to curb return; or
    3. Twenty-six feet (26') wide for all buildings two (2) stories or taller, in which case, the fire lane shall be located at least fifteen feet (15') but no further than thirty feet (30') feet from the front face of the structure along one of the long sides of the structure.
    4. All points of a building shall be within one-hundred fifty feet (150') (hose lay length) to a fire lane as determined by the Fire Marshal / Fire Chief of the City of McLendon-Chisholm. The Fire Marshal / Fire Chief of the City of McLendon-Chisholm may allow a hose lay length of up to two-hundred feet (200').

c. Cross-access connections shall be required as follows:
i. Shall be required from non-residential development to all adjacent non-residential developments (current or future).
ii. Shall be required to be identified on a Site Plan and all associated plats and constructed by the applicant to the property line in such a manner as to allow an adjacent development to connect into the cross-access connection without requiring additional permission or easements from the original applicant.
iii. Shall be appropriately striped as a fire lane (see fire lane definitions previously).
iv. If the adjacent property is not yet developed, the City Engineer shall determine the type of barriers required to indicate a "no through traffic" cross access connection. Appropriate barriers may include:
    1. "No Thru Traffic", "Dead End" or similar type signs
    2. Type I, II or III barricades (in ground or on sleds)
    3. Traffic barrels
    4. Construction barriers
    5. Other as approved by the City Engineer
v. Cross-access fire lanes
    1. Shall be dimensioned as a fire lane if required by the Fire Marshall / Fire Chief and/or the City Engineer. Dimensions shall follow the criteria previously defined.
    2. Pavement standards for fire lane cross access connections:
        a. Concrete thickness: Six inches (6")
        b. Concrete strength:

i. Four thousand (4,000) pounds per square inch (psi); OR
ii. Dust free, all weather surface, with sufficient strength to support a proposed load of a two (2) axle vehicle capable of withstanding a 75,000 lb. fire apparatus

c. Steel Reinforcement: #4 rebar on twenty-four inch (24") centers on concrete chairs
d. Base course thickness:
i. Six inches (6")
ii. Lime stabilization; OR
iii. Cementitious stabilization
iv. Following geotechnical report (to be submitted to the City Engineer as part of the Civil Engineering construction plans)

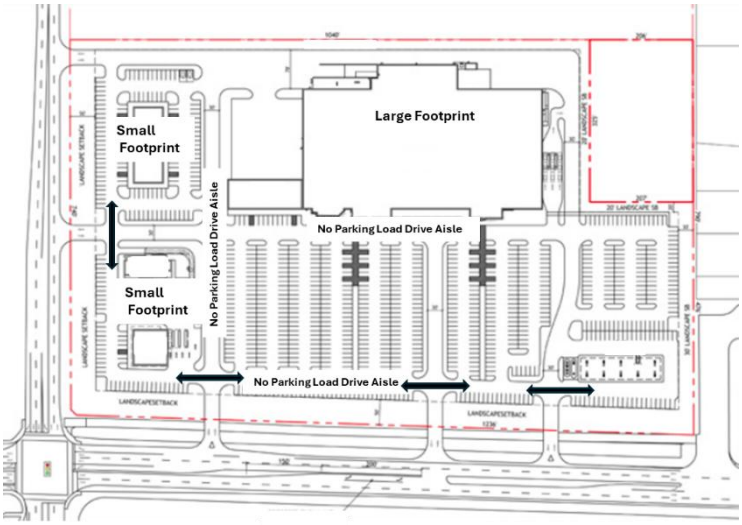
(3) Solid Waste Dumpsters
a. All non-residential developments shall be required to provide solid waste dumpsters and dumpster enclosures
b. All dumpsters shall be screened as follows:
i. Exterior finish material shall be consistent with the exterior finishing material of the associated primary structure of the commercial development.
ii. The gate for the dumpster enclosure shall be a solid metal gate to be painted or powder coated.
iii. The gate shall have a closing latch or other system to insure that the gate is closed when not in use.
iv. The height of the dumpster enclosure shall be at least two feet (2') taller than the dumpster.
v. The width of the dumpster enclosure shall be at least three feet (3') wider an all sides than the dumpster.
vi. Vegetative screen shall be provided on outside on three sides and consist of evergreen shrubs that will grow at least ten eight (8') in height.
c. Dumpster enclosure shall include:
i. Concrete thickness: Eight inches (8")
ii. Concrete strength: Five thousand (5,000) pounds per square inch (psi)
iii. Have a permanent water source with a shut off valve
iv. Have a slatted drain/ grate inlet connected to an enclosed stormwater system
v. At least one (1) security pole light or wall pack light with a photocell or motion sensor.
vi. Protective bollards adjacent to any firelane, on-site access and circulation routes.
vii. Signage
1. No parking in front of gate
2. No storage of flammable material
3. City shall provide sign criteria
d. Dumpster Placement
i. Dumpsters shall not be placed within one-hundred feet of a residential development or property zoned for residential development.

ii. Shall have a clear path of at least forty feet (40') back up area which is not in conflict with any parking space or structure.
iii. Shall be situated at a forty-five degree angle from the approaching access.

e. Site Plan – Plat Designations and Notation.
i. Any changes to an existing approved site plan for a development located within this district after the effective date of the adoption of this Overlay District, shall require conformance with the standards herein as may be applicable based on the existing zoning.
ii. Dumpsters and dumpster enclosures shall be designated on a Site Plan submittal.

(4) Multi-lot Development Standards. For safety purposes, the Overlay District shall regulate the building orientation, parking, pedestrian and vehicular site circulation for multi-lot non-residential developments with multiple lots, buildings and/or larger footprint developments.

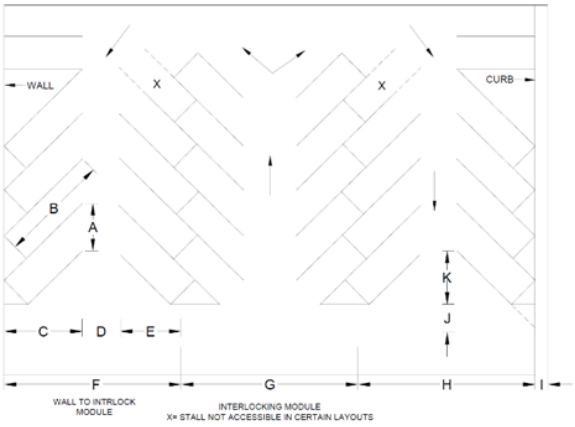
a. Building Orientation. Building orientation for multi-lot non-residential developments shall conform to the following criteria:
i. Larger footprint buildings, over twenty thousand (20,000) square feet, shall be set back from the right-of-way providing sufficient area between the building(s) and the right-of-way for either parking for the main building or for the development of smaller footprint buildings on individual lots.
ii. Smaller footprint buildings, under twenty-thousand (20,000) square feet, shall be within one-hundred fifty feet (150') of the right-of-way.
iii. Longest side of the building shall be parallel to the adjacent right-of-way from which the building is addressed.
iv. Where a building is located on a corner of two major arterials or there exists other site constraints, the building's longest side shall be orientated parallel to the right-of-way corresponding to the building's address.



b. Parking Field Standards. Parking lot designs for multi-lot nonresidential developments shall conform to the following criteria:

i. Texas Accessibility Standards and the Americans with Disabilities Act (ADA) parking requirements:
    1. All commercial developments shall adhere to both the TAS and ADA standards.
    2. Where there may be a conflict between TAS or ADA standards, the stricter standard shall prevail.
    3. TAS/ADA parking spaces shall be located adjacent to the main doors of the building.
    4. TAS/ADA accessible routes shall be clearly designed and striped.

c. Parking lot design shall follow the following criteria.

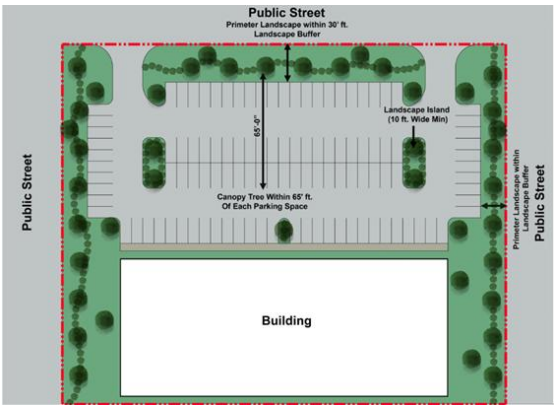


STALL LAYOUT ELEMENTS

Element	On Diagram	45°	60°	75°	90°
Stall width parallel to aisle	A	12.7	10.4	9.3	9.0
Stall length of line	B	25.0	22.0	20.0	18.5
Stall depth to wall	C	17.5	19.0	19.5	18.5
Aisle width between stall lines	D	12.0	16.0	23.0	26.0
Stall depth, interlock	E	15.3	17.5	18.8	18.5
Module, wall to interlock	F	44.8	52.5	61.3	63.0
Module, interlocking	G	42.6	51.0	61.0	63.0
Module, interlock to curb face	H	42.8	50.2	58.8	60.5
Bumper overhang (typical)	I	2.0	2.3	2.5	2.5
Offset	J	6.3	2.7	0.5	0.0
Setback	K	11.0	8.3	5.0	0.0
Cross aisle, one-way	L	14.0	14.0	14.0	14.0
Cross aisle, two-way	M	24.0	24.0	24.0	24.0

d. Pedestrian Accommodations
    i. Access Easements
        1. Shall be required for parking lots with more than forty (40) parking spaces in a perpendicular row to the main building.
            a. At least one pedestrian route shall be required.
            b. Shall be at least eight feet (8') wide raised pedestrian access way with six-inch (6") curbs located between two adjacent head in parking rows perpendicular to the main building; OR
            c. Shall be designated as a six foot (6') sidewalk perpendicular to the main building.
        2. Shall include barrier free ramps (BFR's) according to the TAS/ADA.
    ii. Shopping cart corral
        1. Retail developments with shopping carts shall require shopping cart corrals.
        2. Shopping cart corrals shall be installed at the rate of 1 corral per 100 parking spaces.
        3. Shopping cart corrals shall be distributed throughout parking field
        4. Design Criteria:
            a. Width: minimum ten feet (10')
            b. Length: minimum fifteen feet (15')

iii. On-site trees

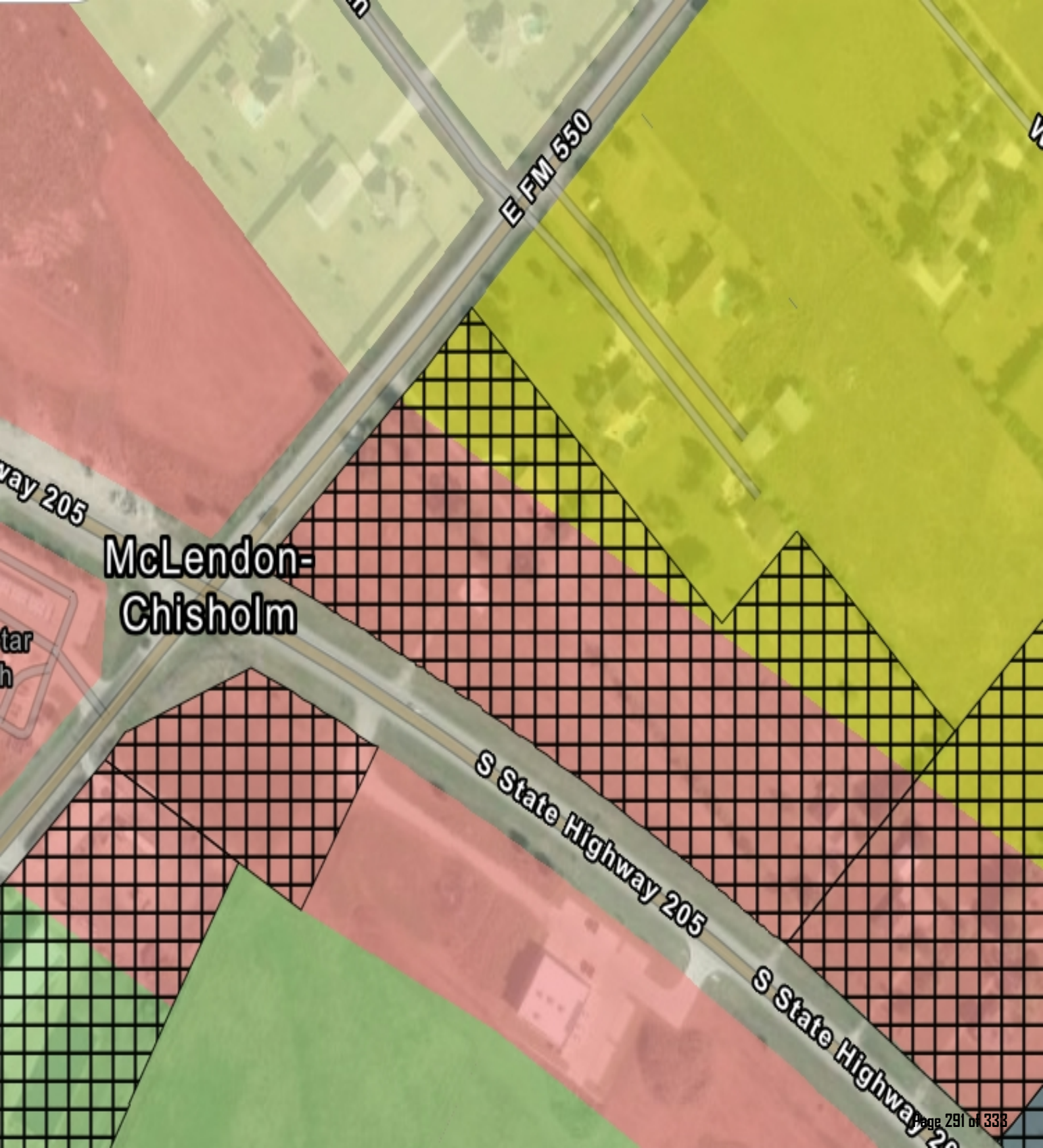


1. A canopy tree shall be provided at the end of every parking row
2. A canopy tree shall be provided so that every parking space is within sixty-five feet (65') of a tree.
3. A canopy tree shall be provided for every seven (7) parking spaces. Trees required for this provision may be installed throughout the site but shall not be counted towards the required street trees.
4. Every canopy tree located in a paved area shall be in a landscape island with a dimension of at least one-hundred eighty square feet.

e. Vehicular circulation
   i. For parking lots with more than one-hundred (100) parking spaces, internal access and circulation routes shall be provided with no direct parking.
   ii. Site visibility triangle criteria shall apply for all internal vehicular drive aisles, drive aisles intersections, driveways, placement of monument signs and other site features
   iii. Stacking depths may be required as part of the site plan review process to insure pedestrian and vehicular safety.
   iv. City may require traffic signs, speed bumps or other traffic calming devices as part of the site plan review process to insure pedestrian safety.

5.2.9 Variances and Appeals.

The Applicant may request a variance of any of the Site Development Standards based on a bona fide hardship. Variance requests shall be processed through and considered by the Zoning Board of Adjustments.


E FM 550
McLendon-
Chisholm
S State Highway 205
S State Highway 205

City of McLendon-Chisholm

Staff Report

Date: August 25, 2026

Agenda Item: Discuss and consider a resolution adopting the City of McLendon-Chisholm FY 2026-2027 Strategic Plan.

Background:

The City Council held its Strategic Planning meeting on Saturday, June 6, 2026, facilitated by Dillon Morgan Consulting. The strategic planning process was designed to establish a clear direction for the City and develop consensus regarding the community's mission, vision, and key priorities.

The planning process included input from several sources, including a comprehensive resident survey, individual interviews with the Mayor and City Councilmembers, and the City Council's strategic planning workshop. The resident survey gathered feedback regarding community priorities, satisfaction with City services and infrastructure, and areas where residents believe improvements are needed.

Through this process, the City Council identified six strategic priorities that will guide City policies, programs, budgeting, capital investments, and organizational initiatives during the planning period:

1. **Preserve & Protect Community Character** – Protect the City's semi-rural identity, open spaces, and neighborhood character that residents consistently identify as one of McLendon-Chisholm's greatest assets.
2. **Strengthen Development Standards** – Ensure future growth meets the quality, character, and design standards expected by the community and that those standards are consistently enforced.
3. **Improve Quality of Life & Placemaking** – Create a destination community where residents can "eat, shop, and play" locally, supported by quality amenities and intentional development.
4. **Build a Fiscally Sustainable Commercial Base** – Develop a strong commercial tax base that reduces the City's long-term reliance on residential property taxes and provides sustainable revenues to support future City services and needs.

5. **Deliver High-Quality City Services** – Ensure City services, including public safety and administration, remain professional, responsive, and efficient as the community continues to grow.
6. **Invest in Infrastructure & Mobility** – Proactively plan and fund roads, utilities, facilities, and transportation infrastructure necessary to serve existing residents and accommodate future growth.

The Strategic Plan establishes a framework for translating these priorities into measurable actions. Following adoption, City staff will develop and implement initiatives consistent with the Council's priorities, incorporate the priorities into the annual budget and capital planning processes, and provide periodic progress updates to City Council.

Options/Alternatives:

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

Recommendation:

Staff recommend approval of the Resolution, as presented.

Attachments:

- Resolution
- FY 2026-2027 Strategic Plan

Presenter: Fabrice Kabona, City Manager

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS, ADOPTING THE CITY OF McLENDON-CHISHOLM FY 2026–2027 STRATEGIC PLAN ARISING FROM THE JUNE 6, 2026 STRATEGIC PLANNING MEETING, ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of McLendon-Chisholm, Texas, convened for a Strategic Planning meeting on June 6, 2026, facilitated by Dillon Morgan Consulting, to review, discuss, and establish the City Council's vision, mission, and strategic priorities for the City; and

WHEREAS, the strategic planning process included input from the community through a resident survey, individual interviews with the Mayor and members of the City Council, and discussion and consensus-building during the Strategic Planning meeting; and

WHEREAS, Dillon Morgan Consulting prepared a City Council Strategic Planning Report reflecting the results of the strategic planning session; and

WHEREAS, the City Council has reviewed the City Council Strategic Planning Report and desires to adopt the goals, strategies, Mission Statement, and Vision 2027 contained therein.

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

SECTION 1. The City Council hereby approves and adopts the City of McLendon-Chisholm FY 2026–2027 Strategic Plan, arising from the June 6, 2026 Strategic Planning meeting, attached hereto and incorporated herein by reference for all purposes as Exhibit "A."

SECTION 2. All prior resolutions of the City of Lancaster, Texas, in conflict with the provisions of this resolution are hereby repealed and revoked to the extent of such conflict.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED THIS 25th DAY OF AUGUST 2026

APPROVED:

_____

Jerry Brewer, Mayor

ATTEST:

_____

Angela Jennings, City Secretary

DILLON MORGAN CONSULTING.

CITY OF MCLENDON CHISHOLM

ANNUAL STRATEGIC PLAN 2026-2027

PUBLISHED – JULY, 2026



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DMC
REIMAGINE TRANSFORMATION

CITY OF MCLENDON CHISHOLM
ANNUAL STRATEGIC PLAN 2026-2027

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Acknowledgements

CITY COUNCIL

Jerry Brewer
Mayor

John Powers
Mayor Pro Tem

Arik Towry
Councilmember

Mike Hermansen
Councilmember

Donald Goodwin
Councilmember

Dennis London
Councilmember

Rich Dean
Councilmember

COMMUNITY RESIDENTS

Survey Participants

CITY LEADERSHIP

City Manager
City of McLendon-Chisholm

City Staff
Department Directors & Team

STRATEGIC PARTNERS

Dillon Morgan Consulting
Strategic Planning Facilitation


McLENDON-CHISHOLM
TEXAS

Message from the Mayor & City Council

To Our Community,

McLendon-Chisholm is a unique and wonderful place to call home. As our city grows, we recognize the need to manage progress while preserving the semi-rural character and open spaces that define us.

This Strategic Plan reflects your feedback and sets our priorities for the next five years: strengthening development standards, protecting community character, and improving quality of life.

We present this roadmap for 2026–2027 with pride. Together, we will grow smart and ensure McLendon-Chisholm remains an exceptional place for generations to come.

Mayor Jerry Brewer & The City Council
City of McLendon-Chisholm

Mayor
Jerry Brewer



Mayor Pro Tem
John Powers



Council Member
Donald Goodwin



Council Member
Dennis London



Council Member
Arik Towry



Council Member
Mike Hermansen



Council Member
Rich Dean



About McLendon-Chisholm

A Community at an Inflection Point

McLendon-Chisholm is defined by its strong sense of community, semi-rural character, and exceptional quality of life. Residents deeply value the open spaces, safe neighborhoods, and the close-knit environment that makes the city a premier destination for families to put down roots.

Today, the city stands at a critical inflection point. As the surrounding region experiences unprecedented growth, McLendon-Chisholm faces the dual challenge of managing new development while fiercely protecting the unique heritage and character that drew residents here in the first place.

This strategic plan serves as the roadmap for navigating that balance—ensuring that progress never comes at the expense of the community's core identity.

94 / 100
FEELING OF SAFETY RATING

79 / 100
AS A PLACE TO LIVE RATING

#1 Priority
PRESERVING COMMUNITY CHARACTER

How This Plan Was Built

01 Resident Survey

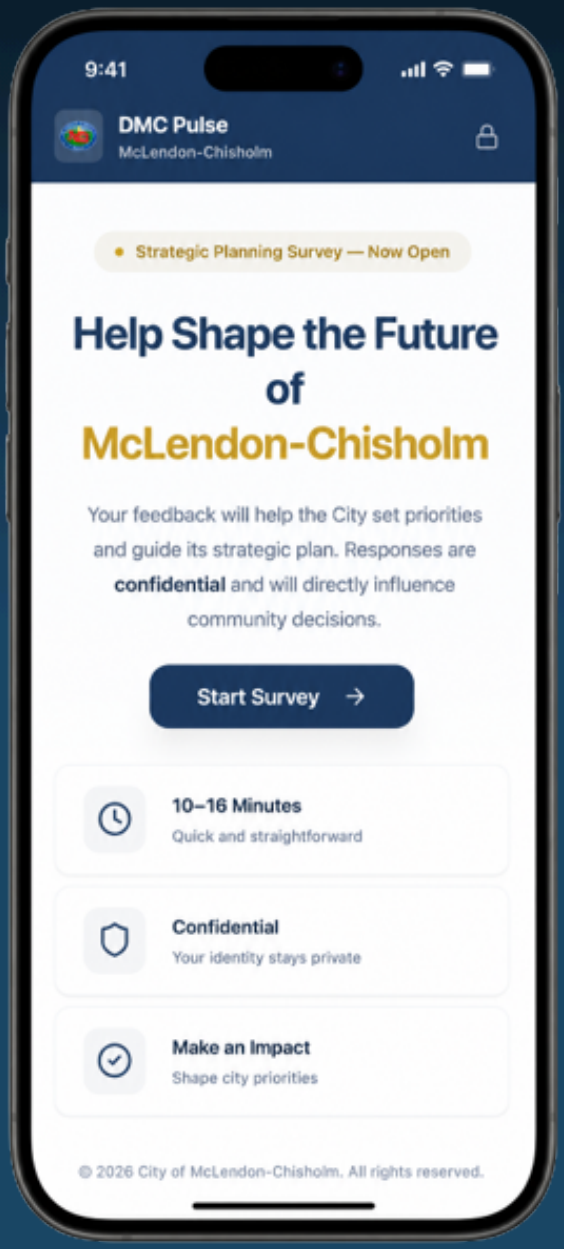
We began by listening to the community. A comprehensive survey captured baseline data on resident priorities, satisfaction levels, and critical gaps in city services and infrastructure.

02 Council Interviews

In-depth, one-on-one interviews were conducted with the Mayor and each Councilmember to identify strategic alignment, productive tensions, and shared aspirations for the city's future.

03 Strategic Planning Retreat

In June 2026, city leadership convened for an intensive, data-driven full day workshop to forge consensus on the city's mission, vision, and the core strategic priorities that form this plan.



What We Heard: The Resident Survey

The DMC Pulse Community Survey captured baseline data from 422 residents (a strong 65% completion rate), revealing an overall satisfaction score of 70/100.

The data tells a clear story of a community deeply proud of its safety and open spaces, but increasingly anxious about the pace and quality of growth. While residents overwhelmingly feel safe in their neighborhoods, there is a critical gap in satisfaction regarding how growth is being managed and the lack of quality retail and dining options.

Residents do not want to stop growth entirely; rather, they want leadership to enforce strict development standards to ensure that when commercial growth happens, it is intentional, high-quality, and aligned with the city's semi-rural character.



> *"Do not bow down to developers. Hold firm on the true vision for this city!"*
>
> *— RESIDENT SURVEY VERBATIM*

Public Safety



The highest-rated asset, reflecting deep pride in the community's security.

Managing Growth



The lowest-rated dimension, with 62% of residents expressing dissatisfaction.

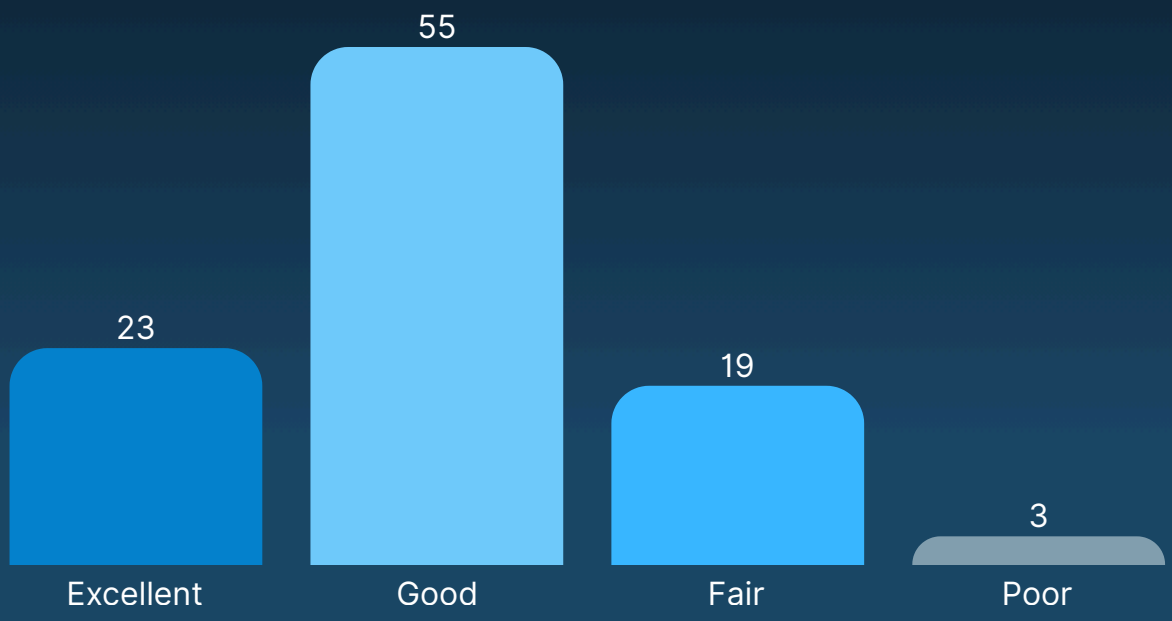
Retail & Dining



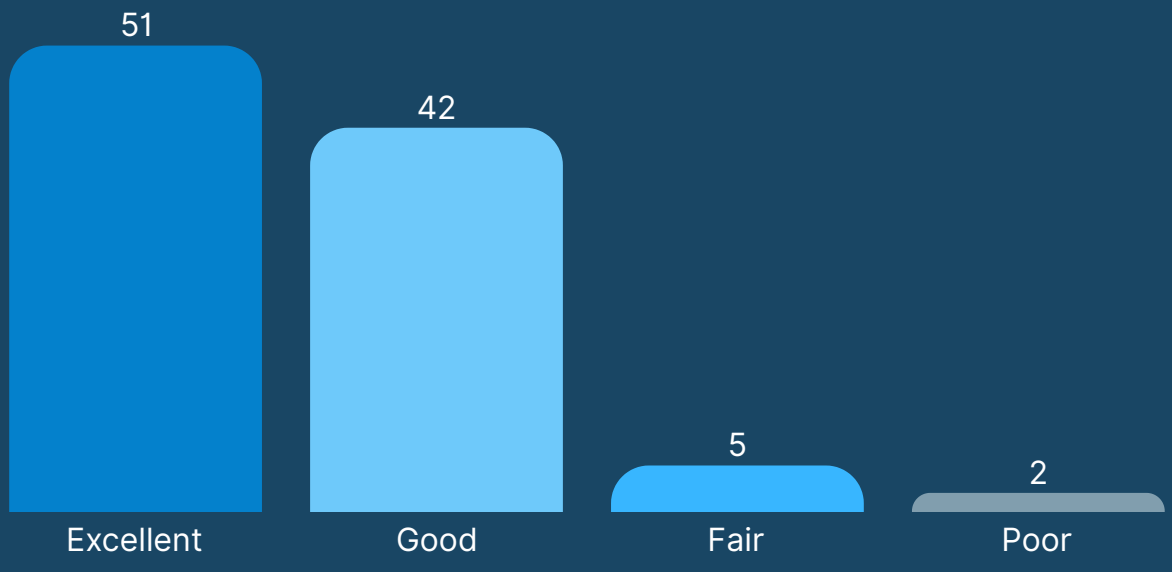
A critical gap driving residents to spend tax dollars in neighboring communities.

Survey Snapshot: Quality of Life & Safety

Overall Quality of Life



Satisfaction with Public Safety



What We Heard: Community Pride

PUBLIC SAFETY

Residents overwhelmingly feel safe in their neighborhoods and the city overall, making it our highest-rated asset.

94%

OPEN SPACE

High satisfaction with the preservation of open spaces, reflecting the community's desire to maintain a semi-rural feel.

83%

PLACE TO LIVE

A strong majority rate McLendon-Chisholm as an excellent or good place to live and raise a family.

79%

> *"We need to understand our worth... we know what we are and what we're going to become."*
>
> *— COUNCIL INTERVIEW THEME*

What We Heard: Gaps & Aspirations

Opportunities

49 /100

Managing Growth

- Residents fears that overdevelopment will erode McLendon-Chisholm's rural character and growth should be managed with caution

52 /100

Retail & Dining Options

- A gap in local amenities, driving residents to spend their time and tax dollars in neighboring communities.

56 /100

Road Infrastructure

- Infrastructure development has not kept pace with residential expansion.

Community Aspirations

Hold Firm on the Vision
Residents want leadership to enforce strict development standards. There is a strong desire to protect the city's character against generic, high-density sprawl.

Quality Over Quantity
When commercial growth happens, it must be intentional. The community supports high-end, well-designed commercial corridors (like the SH 205 overlay) rather than rapid, unmanaged expansion.

A Destination Community
A shared aspiration to build a city where residents can "eat, shop, and play" locally—creating a true town center and commercial base to ensure long-term fiscal sustainability.

What We Heard: Council Leadership Interviews

In-depth, one-on-one interviews with the Mayor and each Councilmember revealed strong alignment on the city's core identity, alongside productive tensions regarding how to execute that vision.

Leadership is united in the belief that McLendon-Chisholm must not become just another generic suburb. There is a shared mandate to "protect the feel" of the community while acknowledging that growth is inevitable.

The interviews highlighted a critical transition phase for the city: moving from reactive growth management to proactive, strategic planning. This requires diversifying the tax base, enforcing uncompromising development standards, and elevating the professionalism of city services.

Protecting Character

Unanimous agreement that preserving the semi-rural feel and open spaces is the city's primary differentiator.

Fiscal Sustainability

Recognition that relying on residential property taxes and building permits (currently 29% of revenue) is unsustainable at build-out.

Quality Over Quantity

A commitment to holding firm on high standards for commercial development, particularly along the SH 205 overlay.



> *"I want this to be a professional government organization."*
>
> *— MAYOR BREWER*

Strategic Planning Retreat



DATE
June 13, 2026

VENUE
McLendon-Chisholm
City Hall

PURPOSE
To forge consensus on the city's mission, vision, and core strategic priorities.

THEME
HOLD FIRM, GROW SMART

Strategic Planning - Setting the tone

The day began with a framing exercise: **The Spring Kept for Tomorrow**. This guided case study explored the tension between preserving a community's source of vitality while preparing for inevitable growth. It successfully shifted the room's focus from reactive problem-solving to long-term stewardship, anchoring the council in their role as protectors of McLendon-Chisholm's unique character.



On June 13, 2026, city leadership convened for an intensive, data-driven strategic planning workshop. The goal was to forge consensus on the city's mission, vision, and core strategic priorities.

Environment Scan: Fiscal Context & Sustainability

McLendon-Chisholm operates with one of the lowest property tax rates in the region. While this is a significant benefit to residents, it creates a structural vulnerability. Currently, 29% of city revenue is generated from building permits—a source that will inevitably decline as the city approaches residential build-out.

To maintain high-quality services and infrastructure without drastically raising taxes, the city must proactively diversify its revenue streams through targeted, high-quality commercial development.

City Manager presented key data & insights that informed the council on the current state and enabled council decision making as they proceeded to brainstorm strategic priorities

9.239¢

CITY PROPERTY TAX RATE

Significantly lower than the peer city average of 54¢.

$581

AVG. ANNUAL CITY TAX BILL

Compared to a peer average of $1,684 per household.

29%

REVENUE FROM PERMITS

Highly vulnerable to market shifts and residential build-out.

$3.99M

GENERAL FUND BUDGET

Lean operations requiring strategic commercial growth to sustain.

Strategic Framework

MISSION, VISION

Defines who we are and where we are going.

PRIORITY 1 Strategic Goal - 1	**PRIORITY 2** Strategic Goal - 2	**PRIORITY 3** Strategic Goal - 3
PRIORITY 4 Strategic Goal - 4	**PRIORITY 5** Strategic Goal - 5	**PRIORITY 6** Strategic Goal - 6

OBJECTIVES & INITIATIVES

The Action Plan: Specific, time-bound steps and projects to achieve our strategic priorities.

NOTE: Initiatives and success measures will be drafted by the City Leadership and presented to the Council at a future date and is out of scope for this Strategic Plan

Our Foundation: Mission Statement

OUR MISSION

"The City of McLendon-Chisholm serves its residents by preserving our heritage, promoting health and safety, and delivering excellent service so current and future generations can be proud to call this home."

Our Northstar: Vision Statement

VISION STATEMENT

"McLendon-Chisholm will be a model city which preserves its unique character while creating a safe, healthy, and connected community where residents can put down roots and future generations can flourish."

Strategic Priority Areas

PRIORITY 01 Preserve & Protect Community Character

Protecting the semi-rural identity, open spaces, and neighborhood feel that residents consistently identify as McLendon-Chisholm's greatest asset.

1. **#1 Resident Priority:** Preserving community character was the most frequently cited priority in the resident survey open-ended responses.

83/100 Satisfaction: Residents highly value the current preservation of open spaces and want to ensure it continues.

Council Alignment: "Protect the feel" emerged as a dominant theme across all individual council interviews.

PRIORITY 02 Strengthen Development Standards

Ensuring that all future growth meets the quality, character, and design standards the community expects—and that those standards are consistently enforced.

As McLendon-Chisholm experiences unprecedented development pressure, the city must transition from reactive growth management to proactive enforcement. This priority focuses on updating ordinances, closing loopholes, and ensuring that developers adhere strictly to the city's vision for high-quality, intentional growth. Progress here protects the city's long-term identity.

Managing Growth with intention has been high on resident expectations

> *"Hold firm on the true vision for this city! Do not let developers dictate our future."*
> — RESIDENT SURVEY VERBATIM

> *"Make sure the right decisions are made and the city is growing responsibly."*
> — *COUNCIL INTERVIEW THEME*

Strategic Priority Areas

PRIORITY 03 Improve Quality of Life & Placemaking

Creating a true destination community where residents can "eat, shop, and play" locally, supported by high-quality amenities, reliable infrastructure, and intentional commercial development.

52/100 Satisfaction: Retail and dining options represent a critical gap, driving residents to spend their time and tax dollars in neighboring communities.

Resident Demand: "Grocery store is the next anchor we need" was a recurring verbatim request in the community survey.

Council Alignment: A shared aspiration to build a commercial corridor that residents are proud of, ensuring long-term fiscal sustainability.

PRIORITY 04 Build a Fiscally Sustainable Commercial Base

Creating a robust commercial tax base to reduce reliance on residential property taxes and fund future city needs.

As the city approaches build-out, diversifying revenue streams is critical. This priority focuses on attracting targeted, high-quality commercial development that aligns with the city's character while providing the financial foundation for long-term sustainability and service delivery.

29% **Current Revenue from Building Permits**

> *Instead of accepting any commercial developer that applies, the city needs a proactive strategy to recruit specific targets (e.g., a premium grocer, sit-down dining).*
>
> *— COUNCIL INTERVIEW THEME*

Strategic Priority Areas

PRIORITY 05 Deliver High-Quality City Services

Ensuring that city services, from public safety to administration, meet the high expectations of a premier community.

As McLendon-Chisholm grows, the demand for professional, responsive, and efficient city services increases. This priority focuses on investing in personnel, technology, and processes to maintain and elevate the quality of service delivery across all departments, ensuring residents receive the value they expect.

94 **Satisfaction Score for Police & Public Safety**

> *"I want this to be a professional government organization."*
>
> — *MAYOR BREWER*

> *"Partnership model for services is working, but we must maintain the standard."*
>
> — *COUNCIL INTERVIEW THEME*

PRIORITY 06 Invest in Infrastructure & Mobility

Proactively planning and funding the roads, utilities, and facilities needed to support current residents and future growth.

Infrastructure is the backbone of any thriving city. With current satisfaction scores indicating a critical gap, this priority focuses on accelerating road improvements, securing long-term utility capacity, and ensuring that mobility networks keep pace with development.

56 **Satisfaction Score for Roads & Mobility**

> *"Infrastructure and public safety — that's the foundation."*
>
> — *MAYOR BREWER*

> *"We need to get ahead of the traffic and utility needs before the next wave of development hits."*
>
> — *STRATEGIC PLANNING RETREAT CONSENSUS*

Implementation & Accountability

This Strategic Plan is a living document. To ensure these priorities translate into action, the City Manager and the staff will identify initiatives that align with strategic priorities and with the approval of the Council of McLendon-Chisholm commits to the implementation

QUARTERLY REPORTING

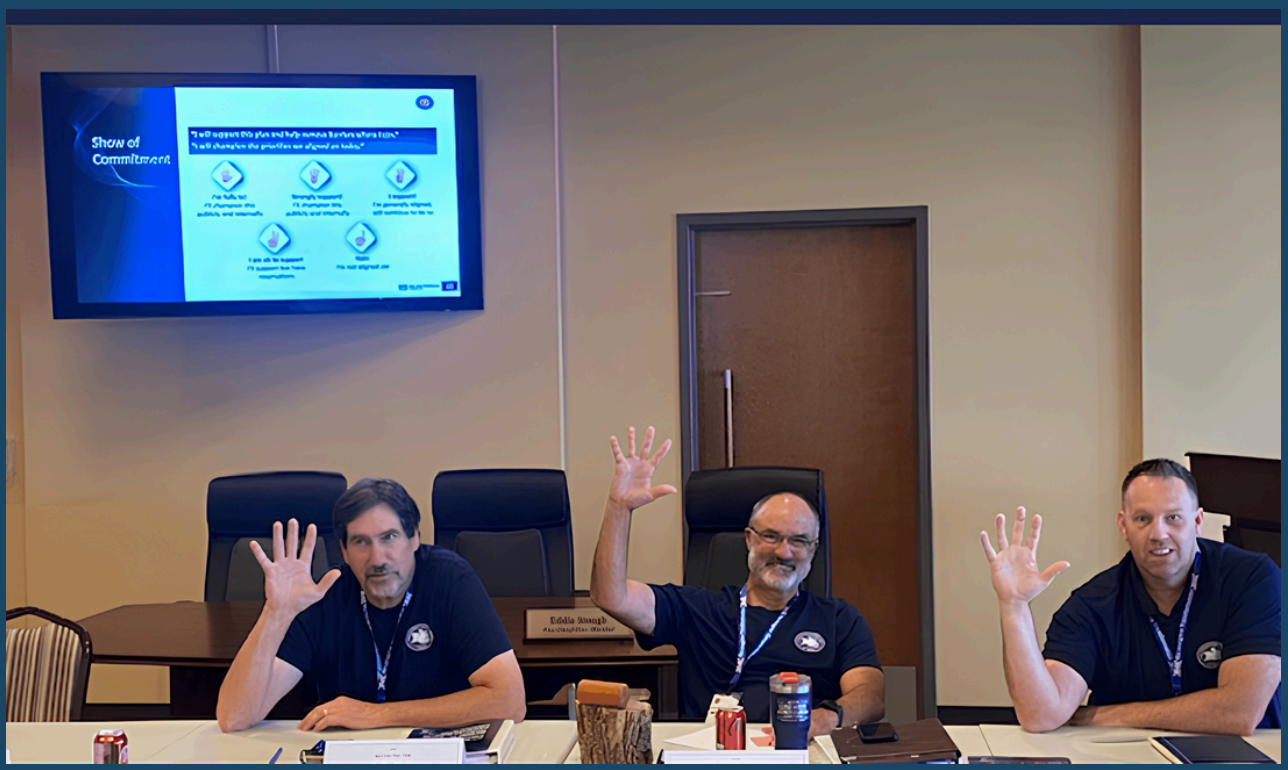
The City Manager will provide formal quarterly updates to the City Council on the status, roadblocks, and completion of all active initiatives.

BUDGET INTEGRATION

Annual budget requests and capital expenditures must explicitly tie back to one of the three Strategic Priorities outlined in this plan.

ANNUAL REVIEW

The Council will hold an annual work session to review progress, measure success against established metrics, and add new initiatives for the upcoming year.



"I will support this plan and help remove barriers where I can." — City Council members unanimously signal their commitment to the strategic priorities during the 2026 Planning Retreat.

CITY OF MCLENDON-CHISHOLM

ANNUAL STRATEGIC PLANNING RETREAT 2026 - 2027

"Hold Firm. Grow Smart."



FACILITATED & PREPARED BY

DILLON MORGAN CONSULTING.

Appendix: SWOT Analysis

STRENGTHS

- Exceptional public safety ratings (94/100 satisfaction)
- Strong community pride and high resident engagement
- Highly valued open spaces and semi-rural feel
- Aligned City Council committed to responsible growth

WEAKNESSES

- Low satisfaction with current growth management (49/100)
- Road infrastructure lagging behind residential development (56/100)
- Significant gaps in local retail and dining options (52/100)
- Over-reliance on residential building permits for city revenue

OPPORTUNITIES

- SH 205 overlay district for premium commercial development
- Creating a local "eat, shop, play" destination to capture tax dollars
- Updating zoning ordinances to enforce high-quality design standards
- Leveraging regional growth to attract targeted, high-end businesses

THREATS

- Rapid, unmanaged residential sprawl from neighboring areas
- Loss of the city's unique character and semi-rural identity
- Infrastructure failing to support population growth
- Financial instability if commercial tax base is not developed

DMC

REIMAGINE TRANSFORMATION

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City of McLendon-Chisholm

Staff Report

Date: August 25, 2026

Agenda Item: Discuss and consider the proposed FY 2026/2027 tax rate of $0.121555 per $100 assessed valuation and take a record vote to consider a tax rate to increase total tax revenues from properties on the tax roll in the previous year and set public hearing dates regarding the proposed tax rate.

Background:

Pursuant to Truth-in-Taxation requirements, and following receipt of tax calculations from the Dallas County Tax office, the governing body must take a record vote acknowledging the proposed tax rate. The governing body must also set and announce the date, time, and location of any required public hearing(s) to consider the tax rate.

On Tuesday, July 21, 2026, the Rockwall Central Appraisal District (DCAD) released the Certified Values of properties within the City of McLendon-Chisholm. This data was utilized to calculate the no-new-revenue tax rate (effective rate) and voter-approval (rollback) tax rate for the 2026/2027 fiscal year.

The City of McLendon-Chisholm experienced an increase of 6.86% in taxable property values over the previous fiscal year values.

Tax Rate Comparison	FY 2025-2026	FY 2026-2027
Certified Values	$1,217,301,198	$1,300,805,760
Voter-Approval Tax Rate	$0.092390	$0.121555
No-New-Revenue Tax Rate	$0.064168	$0.110084
Proposed Tax Rate	$0.092390	$0.121555

The proposed budget will raise more total revenue from property taxes than last year's budget.

Recommendation:

Staff recommends that City Council take a record roll call vote on the proposal to consider a tax rate that will result in an increase of total revenues from properties on the tax roll in the previous year. Staff also recommends City Council announce the date, time and location of the public hearings regarding the proposed tax rate. The public hearings for the proposed FY2026/2027 Tax

Rate and Budget are scheduled for Tuesday, September 15, 2026, at 6:30 p.m. at the McLendon-Chisholm City Hall, 1371 West FM 550, McLendon-Chisholm, TX 75032.

Attachments:

- 2026 Tax Rate Calculation Worksheet
- City Wide Operating Fund Totals

Presenter: Fabrice Kabona, City Manager

City of McLendon-Chisholm, Texas — FY 2027 Citywide Budget Summary

Fund-Level Totals | FY 2025 Actuals through FY 2027 Proposed Budget

Fund / Total	FY 2025 Actuals	FY 2026 Actuals (YTD 6/30/26)	FY 2026 Projected (Jul–Sep)	Total FY 2026 Projected	FY 2026 Budget	Over / (Under) Budget $	FY 2027 Proposed Budget	% Change FY27 Proposed to Projected Actual	% Change FY27 Proposed to FY 2026 Budget
General Fund									
Total Revenue	$4,498,582	$3,222,060	$795,718	$4,017,778	$3,998,136	$19,642	$4,689,250	16.7%	17.3%
Total Expenses	$2,804,126	$3,492,326	$508,321	$4,000,647	$2,371,353	$1,629,294	$2,320,089	(42.0%)	(2.2%)
Total Other Income (excl. Transfers Ir	-	$30	-	$30	-	$30	-	(100.0%)	-
Total Other Expenses (excl. Transfers	-	-	-	-	-	-	-	-	-
Transfers In	$1,746	-	-	-	-	-	-	-	-
Transfers Out	$1,696,829	$1,172,680	$443,496	$1,616,176	$1,701,783	($85,607)	$2,369,161	46.6%	39.2%
Net General Fund	**($627)**	**($1,442,916)**	**($156,099)**	**($1,599,015)**	**($75,000)**	**($1,524,015)**	**-**	**(100.0%)**	**(100.0%)**
Debt Service Fund									
Total Revenue	$130,399	$133,989	$544	$134,533	$119,050	$15,483	$133,742	(0.6%)	12.3%
Total Expenses	$139,305	$127,406	$9,019	$136,425	$137,075	($650)	$137,837	1.0%	0.6%
Total Other Income (excl. Transfers Ir	$7,789	-	-	-	-	-	$4,095	-	-
Total Other Expenses (excl. Transfers	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Net Debt Service Fund	**($1,117)**	**$6,583**	**($8,475)**	**($1,892)**	**($18,025)**	**$16,133**	**-**	**(100.0%)**	**(100.0%)**
Public Safety Fund									
Total Revenue	$256,500	$191,803	$9,675	$201,478	$200,034	$1,444	$217,500	8.0%	8.7%
Total Expenses	$1,945,945	$1,375,939	$453,171	$1,829,110	$1,739,217	$89,893	$2,018,816	10.4%	16.1%
Total Other Income (excl. Transfers Ir	($7,383)	$11,455	-	$11,455	-	$11,455	-	(100.0%)	-
Total Other Expenses (excl. Transfers	-	-	-	-	-	-	-	-	-
Transfers In	$1,696,829	$1,172,680	$443,497	$1,616,177	$1,539,183	$76,994	$1,801,316	11.5%	17.0%
Transfers Out	-	-	-	-	-	-	-	-	-
Net Public Safety Fund	**$1**	**($1)**	**$1**	**-**	**-**	**-**	**-**	**-**	**-**
Road Repair Fund									
Total Revenue	-	-	-	-	-	-	-	-	-
Total Expenses	-	-	-	-	-	-	$567,845	-	-
Transfers In	-	-	-	-	-	-	$567,845	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Net Road Repair Fund	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Utility Fund									
Total Revenue	$965,854	$1,460,508	$509,452	$1,969,960	$1,871,000	$98,960	$2,004,675	1.8%	7.1%
Total Expenses	$2,141,293	$1,537,866	$514,406	$2,052,272	$2,081,270	($28,998)	$2,124,675	3.5%	2.1%
Total Other Income (excl. Transfers Ir	$105,600	$67,260	$37,200	$104,460	$150,000	($45,540)	$120,000	14.9%	(20.0%)
Total Other Expenses (excl. Transfers	-	-	-	-	-	-	-	-	-
Transfers In	-	$109,282	-	$109,282	-	$109,282	-	(100.0%)	-
Transfers Out	-	-	-	-	-	-	-	-	-
Net Utility Fund	**($1,069,839)**	**$99,184**	**$32,246**	**$131,430**	**($60,270)**	**$191,700**	**-**	**(100.0%)**	**(100.0%)**
OVERALL CITYWIDE TOTAL									
Total Citywide Revenue	**$5,851,335**	**$5,008,360**	**$1,315,389**	**$6,323,749**	**$6,188,220**	**$135,529**	**$7,045,167**	**11.4%**	**13.8%**
Total Citywide Expenses	**$7,030,669**	**$6,533,537**	**$1,484,917**	**$8,018,454**	**$6,328,915**	**$1,689,539**	**$7,169,262**	**(10.6%)**	**13.3%**
Total Citywide Other Income (excl. T	**$106,006**	**$78,745**	**$37,200**	**$115,945**	**$150,000**	**($34,055)**	**$124,095**	**7.0%**	**(17.3%)**
Total Citywide Other Expenses (excl.	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Total Citywide Transfers In	**$1,698,575**	**$1,281,962**	**$443,497**	**$1,725,459**	**$1,539,183**	**$186,276**	**$2,369,161**	**37.3%**	**53.9%**
Total Citywide Transfers Out	**$1,696,829**	**$1,172,680**	**$443,496**	**$1,616,176**	**$1,701,783**	**($85,607)**	**$2,369,161**	**46.6%**	**39.2%**
Net Citywide Surplus (Deficit)	**($1,071,582)**	**($1,337,150)**	**($132,327)**	**($1,469,477)**	**($153,295)**	**($1,316,182)**	**-**	**(100.0%)**	**(100.0%)**

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF MCLENDON-CHISHOLM
Taxing Unit Name

972-524-2077
Phone *(area code and number)*

1371 West FM 550 McLendon-Chisholm TX 75032
Taxing Unit's Address, City, State, ZIP Code

www.mclendon-chisholm.com
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://drive.google.com/file/d/1v_-ehqogtLAIP0780txjxv0apyBlL0-9/view?usp=sharing

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 1,218,447,995
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 190,952,632
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 1,027,495,363
4.	**Prior year total adopted tax rate.**	$ 0.092390 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** **A. Original prior year ARB values:** $ 0 **B. Prior year values resulting from final court decisions:** - $ 0 **C. Prior year value loss.** Subtract B from A.[4]	$ 0

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 0 **B. Prior year disputed value:** - $ 0 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 0
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 0
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 1,027,495,363
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 0 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 6,745,574 **C. Value loss.** Add A and B. [7]	$ 6,745,574
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** $ 1,031,550 **B. Current year productivity or special appraised value:** - $ 4,281 **C. Value loss.** Subtract B from A. [8]	$ 1,027,269
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 7,772,843
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 0
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 1,019,722,520
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 942,121
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 914
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 943,035

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12]	
	A. Certified values: ..... $ 1,300,805,760	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 0	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0	
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 0	
	E. Total current year value. Add A and B, then subtract C and D.	$ 1,300,805,760
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15]	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 6,477,842	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 0	
	C. Total value under protest or not certified. Add A and B.	$ 6,477,842
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 216,949,866
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 1,090,333,736
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 1,743,355
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 74,638,995

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 76,382,350
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 1,013,951,386
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.093005 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ 0 /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.081134 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,027,495,363
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 833,648
32.	**Adjusted prior year levy for calculating NNR M&O rate.** **A.** **M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 791 **B.** **Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 0 **C.** **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 **D.** **Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ 791 **E.** Add Line 31 to 32D.	$ 834,439.00
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,013,951,386
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.082295 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. **Current year state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. **Prior year state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. **Current year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose.	$ 0	
	B. **Prior year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. **Current year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.	$ 0	
	B. **Prior year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. **Current year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. **Prior year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0 /$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0 **B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.082295 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 197,958 **B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.019523 /$100 **C.** Add Line 41B to Line 40.	$ 0.101818 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.105381 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ 0.000000 /$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** $ 0 b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ 0.000000 /$100 c. Add Line D42(B)(b) to Line 42. $ 0.105381 /$100 d. Enter the **current year unused increment rate** from Line 68 $ 0.005632 /$100 e Add Line D42(c) to Line D42(d). $ 0.111013 /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ 0.000000 /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount ..... $ 137,488.00 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 3,926.00 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 133,562.00
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 18,617
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 114,945.00
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 100.00 % **B.** Enter the prior year actual collection rate. ..... 99.79 % **C.** Enter the 2024 actual collection rate. ..... 100.16 % **D.** Enter the 2023 actual collection rate. ..... 100.53 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	100.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 114,945.00
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,090,333,736
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.010542 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.115923 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ 0.000000 /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ 0 /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 0
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 1,090,333,736
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.000000 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ 0.000000 /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet*.	$ 0 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.000000 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [45] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [46]	$ 0
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 1,090,333,736
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ 0.000000 /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ 0.115923 /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 69)	$ 0.092390 /$100
	B. Unused increment rate (Line 68)	$ 0.006976 /$100
	C. Subtract B from A	$ 0.085414 /$100
	D. Adopted Tax Rate	$ 0.092390 /$100
	E. Subtract D from C	$ -0.006976 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 1,030,940,795
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0.00
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.096256 /$100
	B. Unused increment rate (Line 67)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.096256 /$100
	D. Adopted Tax Rate	$ 0.089746 /$100
	E. Subtract D from C	$ 0.006510 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 943,423,677
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 61,416.88
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.096578 /$100
	B. Unused increment rate (Line 66)	$ 0.001585 /$100
	C. Subtract B from A	$ 0.094993 /$100
	D. Adopted Tax Rate	$ 0.096578 /$100
	E. Subtract D from C	$ -0.001585 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 867,354,231
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0.00
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 61,416.880000
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.005632 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.121555 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.082295 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,090,333,736
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.045857 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.010542 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.138694 /$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0 /$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ 0 /$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ 0.000000 /$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,019,722,520
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ 0
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,013,951,386
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ 0.000000 /$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ 0.000000 /$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.110084 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax). Indicate the line number used: 27 + ($186,227/Line 54)*100

Voter-approval tax rate ..... $ 0.121555 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).
Indicate the line number used: 69

De minimis rate. ..... $ 0.138694 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here Kevin Passons
Printed Name of Taxing Unit Representative

sign here Kevin Passons Digitally signed by Kevin Passons Date: 2026.08.05 11:46:06 -05'00' 08/05/2026
Taxing Unit Representative Date

Reset Print

[59] Tex. Tax Code §26.04(c-2) and (d-2)