

Office of
KENDA CULPEPPER
Criminal District Attorney



Rockwall County Courthouse
1111 E. Yellowjacket Lane, Ste. 201
Rockwall, Texas 75087
Office 972.204.6800
Fax 972.204.6809

July 16, 2012

VIA Electronic Filing

Ms. Bridget C. Bohac
Texas Commission on Environmental Quality
Office of Chief Clerk, MC-105
P.O. Box 13087
Austin, TX 78711-3087

Re: The Commissioners Court of Rockwall County's Reply In Support Of Its
Request For A Hearing For TCEQ Docket No. 2009-0206-DIS

Dear Ms. Bohac:

Attached you will find Rockwall County's reply in support of its request for a hearing in TCEQ docket number 2009-0206-DIS and all supportive documents. The attachment is less than 20 pages and as such, a hard copy will not be provided separately.

Feel free to contact me if you have any questions or if any issues arise. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon Thatcher".

Jon Thatcher

JT/mc

Enclosures: as noted

TCEQ Docket No. 2009-0206-DIS

Application for the Creation of	§	Before the Texas
Rockwall County Water Control	§	Commission on
And Improvement District No. 2	§	Environmental Quality

**THE COMMISSIONERS COURT OF ROCKWALL COUNTY’S REPLY
IN SUPPORT OF ITS REQUEST FOR A HEARING IN THIS DOCKET**

TO THE HONORABLE COMMISSIONERS OF THE TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY:

The Commissioners Court of Rockwall County (“County”) replies, here, to the responses served by your staff and the Applicant, FM-548 & High Plains Trail-1237, LLLP, to the hearing request made by the County in this docket.

**I.
Issue**

The issue before you is whether the Commissioners Court of Rockwall County can be considered an “affected person,” and whether the County submitted a valid hearing request, thus, entitling the County to a hearing on the petition for the creation of Rockwall County Water Control and Improvement District No. 2.

**II.
Relevant Law**

Chapter 55 of Title 30 of the Texas Administrative Code sets forth the regulations on public comments and requests for reconsideration and contested case hearings of the Texas Commission on Environmental Quality (“TCEQ”). Specifically section 55.251 states that any “affected person,” when authorized by law, may request a contested case hearing. Further, section 55.256 provides the criteria for a determination of an “affected person,” which may include a governmental entity, such as a county government. See 30 Tex. Admin. Code §55.256(b). In determining whether a local governmental entity may be considered an “affected

person,” any and all factors are to be considered, including a local government’s “statutory authority over or interest in the issues relevant to the application.” See Id. at (c)(6).

The County and the City of McLendon-Chisholm are currently under agreement (and have been since 2006) through the Interlocal Cooperation Act regarding the enforcement of subdivision rules and regulations in the extra-territorial jurisdiction (“ETJ”) of the City of McLendon-Chisholm (“City”). A copy of this agreement is attached hereto as Exhibit “A.” Pursuant to Chapter 242 of the Texas Local Government Code, the City has been granted the authority to enforce a unified code of regulations in its ETJ, while reinforcing the County’s role in the acceptance and maintenance of any improvements made therein. As evidenced by this agreement, the County not only has an obvious interest in the development of the City’s ETJ, but has been given statutory authority over same. The County should, therefore, be qualified as an “affected person.”

The County, in the submission of its contested case hearing request, must substantially comply with four elements including the following:

- (1) give the name, address, and daytime telephone number of the person who files the request. If the request is made by a group or association, the request must identify one person by name, address, daytime telephone number and, where possible, fax number, who shall be responsible for receiving all official communications and documents for the group.
- (2) identify the person's personal justiciable interest affected by the application, including a brief, but specific, written statement explaining in plain language the requestor's location and distance relative to the activity that is the subject of the application and how and why the requestor believes he or she will be affected by the activity in a manner not common to members of the general public;
- (3) request a contested case hearing; and
- (4) provide any other information specified in the public notice of application.

See Id. §55.251(c).

The County timely submitted its request for a contested case hearing, which was received by the Office of the Executive Director of the TCEQ on August 28, 2008. In the request, the County provides contact information for the requestor, requests a hearing, and states that the proposed districts are to be located within the unincorporated area of the County. (It should be noted that the proposed districts became wholly situated in the ETJ of the City after the application was filed.) Due to the location of the proposed district and the inherent nature of County's dealings within the unincorporated areas of the County as well as in the ETJ of its municipalities, which are not common to the members of the general public, the County's personal justiciable interest affected is both obvious and significant.

Further, the words "substantially comply" do not mean complete adherence. Similar to substantial performance, a concept often used in contract law, the word substantial on its face allows for some slight variance. As such, the request from the County should be construed as substantially complying with the elements of Section 55.251(c).

III. Conclusion

The law is clear in that an "affected person" may request a contested case hearing in a matter such as the proposed creation of a water control and improvement district, if, in its request, it shows substantial compliance with the elements of Section 55.251(c) of Title 30 of the Texas Administrative Code. Due to the location of the proposed district and to the authority granted to the County by the State of Texas, the County qualifies as an "affected person." Its timely request supplied enough information to show substantial compliance to Section 55.251(c). The request for a contested case hearing in this matter should therefore, be granted.

Respectfully submitted,

Kenda Culpepper
Rockwall County Criminal District Attorney
1111 E. Yellowjacket Lane, Ste. 201
Rockwall, Texas 75087
Telephone: 972.204.6800
Facsimile: 972.204.6809

By: _____
Jon Thatcher
State Bar No. 24058995

ATTORNEYS FOR
THE COMMISSIONERS COURT OF
ROCKWALL COUNTY, TEXAS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on this _____ day of _____ 2012, as follows:

Timothy G. Green
Angela M. Stepherson
Coats, Rose, Yale, Ryman & Lee, P.C.
5420 LBJ Freeway, Suite 1300
Dallas, Texas 75240-6222
Tel: (972) 982-8450
Fax: (972) 982-8451

VIA FACSIMILE

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VIA FACSIMILE

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VIA FACSIMILE

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VIA FACSIMILE

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Alternative Dispute Resolution, MC-222
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VIA FACSIMILE

Ms. Bridget C. Bohac
Texas Commission on Environmental Quality
Office of Chief Clerk, MC-105
P.O. Box 13087
Austin, Texas 78711-3087
Tel: (512) 239-3300
Fax: (512) 239-3311

VIA ELECTRONIC FILING

Jon Thatcher

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN ROCKWALL COUNTY AND THE CITY OF MCLENDON-
CHISHOLM FOR SUBDIVISION REGULATION WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF MCLENDON-
CHISHOLM**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") executed by and between Rockwall County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), and the City of McLendon-Chisholm, a municipal corporation of the State of Texas (hereinafter referred to as "CITY"), is made pursuant to Tex. Loc. Gov't Code Ch. 242.

WHEREAS, the Agreement is in accordance with the requirements of Tex. Loc. Gov't Code Chapter 242; and

WHEREAS, Chapter 242 and the Agreement contemplate that the CITY and COUNTY shall formulate a single set of consolidated and consistent regulations ("Unified Regulations") for review of plats within the CITY's Extraterritorial Jurisdiction ("ETJ"); and

WHEREAS, the governing bodies of the CITY and the COUNTY have reviewed and approved the standards that should be included in the Unified Regulations;

NOW, THEREFORE, in consideration of the Agreement herein contained, the COUNTY and the CITY mutually agree to adopt said Agreement to read as follows:

**I.
TERM OF AGREEMENT**

- A. The COUNTY and the CITY mutually agree that the term of this Agreement will be from January 1, 2012 through December 31, 2012. This Agreement may be renewed by the mutual agreement of the parties for an additional term or terms as needed at or near the end of the initial term.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving thirty (30) days written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return mail receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party will have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

II.
COUNTY RESPONSIBILITIES

- A. The COUNTY assigns and delegates to the CITY the COUNTY's authority to approve subdivision plats and to issue related permits under Tex. Loc. Gov't Code Chapters 212 and 232 within the ETJ of the CITY, pursuant to Tex. Loc. Gov't Code Section 242.001(d), so that, except as otherwise provided in this agreement, the CITY has exclusive jurisdiction to regulate subdivision plats and approve related permits in the CITY's ETJ utilizing the CITY's subdivision procedures.
- B. The COUNTY will continue to administer and enforce COUNTY flood plain regulations and on-site sewage facility regulations in proposed and platted subdivisions in the CITY's ETJ; provided, however, that the COUNTY will reject as incomplete any application for an on-site sewage facility which is not accompanied by a plat application accepted by the CITY or a statement that the application is not associated with any development activity requiring approval of a subdivision or development plat.
- C. The COUNTY will continue to be responsible for accepting all public improvements that are located in the ETJ and are to be maintained by the COUNTY.
- D. The COUNTY agrees that it shall not accept for filing any applications for plat approval for land within the CITY's ETJ following the effective date of this Agreement.
- E. The COUNTY will amend its subdivision regulations to provide that, in the event that the COUNTY erroneously approves a plat that in fact lies within the ETJ of the CITY, such plat shall be void and of no force and effect, and shall notify the CITY of such error.

III.
CITY RESPONSIBILITIES

- A. The CITY will enforce its subdivision regulations and Unified Regulations, including design and construction standards, within its ETJ.
- B. The CITY and the COUNTY agree that the Unified Regulations attached hereto as Exhibit "A" and incorporated by reference herein shall be applied exclusively in the review of proposed plats in the CITY's ETJ. If either party wishes to propose revisions in the future to the Unified Regulations attached as Exhibit "A", the party will notify the other party of the proposed change. The parties will cooperate in determining the need for the

changes, and will adopt any change agreed to by amendment of the Agreement, as amended, by their respective governing bodies.

- C. The CITY agrees to require developers to dedicate public right-of-way pursuant to the Rockwall County Transportation Plan ("COUNTY Plan"), as currently adopted or as may be amended in the future, subject to applicable constitutional and statutory limitations for subdivisions. When it appears to the CITY that a requirement for dedication of right-of-way pursuant to the COUNTY Plan may exceed an applicable constitutional or statutory limitation, or if there is a conflict between the COUNTY Plan and the City of McLendon-Chisholm Thoroughfare Plan, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right-of-way dedication to be requested, or an alternative method of securing the needed right-of-way.
- D. Where a dedication or construction requirement is to be imposed, the CITY, in consultation with the COUNTY, will make an initial determination of proportionality. If the applicant appeals the proportionality determination in accordance with procedures set out in the CITY's subdivision regulations, the CITY will make the final determination, again, in consultation with the COUNTY.
- E. The COUNTY expressly delegates to the CITY the authority, in accordance with the COUNTY's subdivision regulations, and as authorized by Tex. Loc. Gov't Code section 232.0015(f), to require the preparation of a subdivision plat for the division of any property into two (2) or more lots if any lot in the subdivision is ten (10) acres or less in size or if there are public facilities to be dedicated.
- F. The CITY will notify the COUNTY upon the filing of all applications for approval of final plats. A copy of the final plat and any engineering plans will be sent to the COUNTY within ten (10) days of filing with the CITY for the COUNTY's review and comment. The CITY will make every reasonable effort to notify the COUNTY of the final action taken by the CITY on the application, whether approved or denied, within three (3) working days, but no later than fifteen (15) days of the CITY's action.
- G. If an applicant requests an exception from any standard in the Unified Regulations, the CITY will consult with the COUNTY on the exception request before taking action on the plat application. Plat approval also shall be conditioned on: 1) formation of property owners associations for maintenance of any facilities not normally maintained by the COUNTY but required in the Unified Regulations; and 2) upon provision of security instruments assigned to the COUNTY in the event that the applicant seeks final plat approval before construction and acceptance of capital improvements.

- H. The CITY will deliver two copies of all recorded plats for subdivisions within the CITY's ETJ to the COUNTY within ten (10) working days of the recording of the subdivision plat. For all subdivisions containing more than five (5) lots, the CITY will also provide to the COUNTY a digital file of the subdivision plat including at least two (2) ground control GPS points in a format approved by the COUNTY.
- I. The CITY will confer with the Rockwall County 911 addressing Division in determining street names prior to final plat approval.
- J. The CITY and COUNTY inspectors will have access to construction sites of subdivisions within the ETJ and the CITY will timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. CITY inspectors will have inspection and approval authority over the road construction, storm water drainage construction, and on non on-site wastewater facility construction within the right-of-way and easements. The COUNTY may request that the CITY issue a stop-work notice if the applicable construction standards are not being met. The CITY will take all reasonable actions, including a stop-work order, to ensure that applicable construction standards are met, as deemed necessary by the CITY. The CITY will notify the COUNTY when construction of public improvements is completed for final acceptance by the COUNTY.
- K. The CITY will collect all fees and charges involved with the approval of subdivision plats, including but not limited to engineering reviews, inspections of public improvements, but not including costs associated with applications for variances or exceptions to on-site sewer facilities to be reviewed and permitted by the COUNTY, under this Agreement. The CITY may impose fees in accordance with its fee schedule for plat submissions and will also impose the fees adopted by the COUNTY. The fees collected on behalf of the COUNTY by the CITY will be paid to the COUNTY within fifteen (15) days of the CITY's receipt of such fees, if and when collected, less five percent (5%) of the total fees collected for the CITY's administrative costs. The COUNTY will notify CITY within fifteen (15) days of any changes or amendments in the fees imposed by the COUNTY.
- L. As an attachment to this Agreement, the CITY will provide a current map defining the legal boundaries of its corporate limits and areas of ETJ. The CITY will notify the COUNTY of any changes to the CITY's extraterritorial jurisdiction within ten (10) days of the effective date of the change, and the area covered by this Agreement will be amended accordingly. A change in the area covered by the Agreement will not, however, affect any rights

accrued under Tex. Loc. Gov't Code Chapter 245 prior to the effective date of the change.

- M. The plats which will be subject to this Agreement are those that will be filed after the effective date of this Agreement. If the ETJ is expanded or reduced, plats must be filed with the party who has jurisdiction as defined by this Agreement.

**IV.
GENERAL PROVISIONS**

- A. **General Administration:** The COUNTY and the CITY will designate their respective representatives for the general administration of this Agreement.
- B. **Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified, except in writing and signed by all parties to this Agreement.
- C. **Notice:** All notices sent pursuant to this Agreement will be in writing and must be sent by registered or certified mail, postage prepaid, return-receipt requested.

Notices sent pursuant to this Agreement will be sent to the Rockwall County Judge's Office at the following address:

*County Judge
Rockwall County Judge's Office
101 East Rusk, Room 202
Rockwall, Texas 75087*

Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

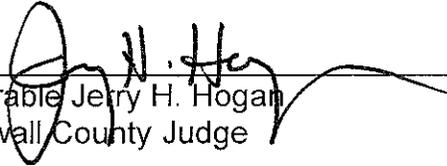
*City Mayor
City of McLendon-Chisholm
1248 S. Hwy 205
McLendon-Chisholm, Texas 75032*

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notices will be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

- D. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not effect the remaining provisions of this Agreement.
- E. **Breach:** The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.
- F. **Non-Waiver:** The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
- G. **Entire Agreement:** This Interlocal Cooperative Agreement constitutes the entire Agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.
- H. **Terms used in Document:** As used in this Agreement, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.
- I. **Non-Defined Terms:** If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.

EXECUTED THIS 10th day of January 2011. 2

Rockwall County

By: 
Honorable Jerry H. Hogan
Rockwall County Judge

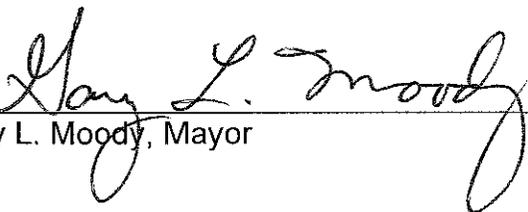
Attest:


Shelli Miller
Rockwall County Clerk

Date: 1-10-12

EXECUTED THIS 19 day of December 2011.

City of McLendon-Chisholm

By: 
Gary L. Moody, Mayor

Attest:


Deborah Sorensen, City Secretary

Date: 12/19/11

EXHIBIT A

UNIFIED REGULATIONS FOR REVIEW OF PLATS IN ETJ OF CITY OF MCLENDON-CHISHOLM

1. The standards and procedures contained in the City of McLendon-Chisholm Subdivision Regulations enacted before or upon the Effective Date of the Agreement, and which hereby are incorporated by reference for all purposes, shall apply exclusively to the review of all plat applications in the City's extraterritorial jurisdiction, with the exceptions contained in paragraph 2 of these Unified Regulations.

2. The following additional provisions, which are derived from the Rockwall County Subdivision Standards, enacted by Order of May 29, 2007, as amended before or upon the Effective Date of the Agreement, and which hereby are incorporated by reference for all purposes, shall apply:
 - a. **Road specifications for residential streets by lot size.**
 - (1) Residential streets, where all lots are 1.5 acres or greater in size, shall have a minimum right-of-way of sixty (60) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and a minimum pavement width of twenty-six (26) feet.
 - (2) Residential streets, where any lot is less than 1.5 acres but greater than .75 acres in size, shall have a minimum right-of-way of seventy (70) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and a minimum pavement width of thirty-six (36) feet.
 - (3) Residential streets, where any lot is .75 acres in size or less, shall have a minimum right-of-way of seventy-five (75) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and a minimum pavement width of forty-four (44) feet.

 - b. **Minimum lot size.** For development relying upon on-site sewage facilities for wastewater disposal, the minimum lot size shall be 1.5 acres. This minimum lot size shall not include any right-of-way, drainage easement, utility easement, or floodplain area. The minimum lot frontage shall

not be less than one hundred fifty (150) feet at the building line.

c. **Building set-back.** Building and setback lines shall be fifty (50) feet from the edge of the right-of-way on all streets and roads. No buildings shall be constructed closer than fifteen (15) feet from side or rear property lines. Building and setback lines shall be shown on both the preliminary and final plats.

3. The design and construction standards and guidelines contained in the City of McLendon-Chisholm Standards of Design and Construction, which hereby are incorporated by reference for all purposes, shall apply exclusively to the review of all plat applications and construction plans in the CITY's ETJ, with addition of the following sections to the Standards derived from Rockwall County specifications:

a. **Residential Streets in the ETJ.** The following standards apply to residential streets in the CITY's ETJ:

(1) Where all lots are 1.5 acres or greater in size, the minimum right-of-way shall be sixty (60) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and minimum pavement width shall be twenty-six (26) feet, with six (6) inches of 3600 psi reinforced concrete, as per City standards. Subgrade shall be stabilized with seven percent (7%) lime to a depth of six (6) inches, thirty (30) feet in width.

(2) Where any lot is less than 1.5 acres but greater than .75 acres in size, the minimum right-of-way shall be seventy (70) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and minimum pavement width shall be thirty-six (36) feet, with eight (8) inches of 3600 psi reinforced concrete, as per City standards. Subgrade shall be stabilized with seven percent (7%) lime to a depth of six (6) inches, forty (40) feet in width.

(3) Where any lot is .75 acres in size or less, the minimum right-of-way shall be seventy-five (75) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and minimum pavement width shall be forty-four (44) feet, with eight (8) inches of 3600 psi reinforced concrete, as per City standards. Subgrade

shall be stabilized with seven percent (7%) lime to a depth of six (6) inches, forty-eight (48) feet in width.

- b. **Road Acceptance in ETJ.** All conditions of the Final Plat must be met. Acceptance of streets and alley improvements shall be evidenced by approval of the City of McLendon-Chisholm Engineering Department and by an instrument approved by the Rockwall County Commissioners Court.

No acceptance will be issued until the County's Designated Agent receives a certificate from the City of McLendon-Chisholm Engineering Department, certifying that all improvements have been completed in accordance with the approved construction plans. All costs associated with furnishing the necessary certificate shall be borne by the Subdivider.

- c. **Storm Drainage in the ETJ.**

(1) Roads with Side Ditches.

- a. Side road ditches shall be designed to carry the 100-year developed flow and shall have a maximum side slope of 5:1.
- b. Cross road culverts shall be designed to carry the 100-year developed flow.
- c. Drainage channels shall be designed to carry the 100-year developed flow.
- d. The entire subdivision shall be designed so that no flooding of buildings or parking lots shall occur with the 100-year developed flow. The finished floor of buildings are to be a minimum of two (2) feet above the 100-year ultimate (developed) floodplain elevation. Parking lots shall be a minimum of one (1) foot above the 100-year ultimate (developed) floodplain elevation.

(2) Drainage Easements.

- a. The area identified as a drainage easement shall be subtracted from the raw lot size in determination of acceptable lot size for construction.
- b. Drainage easements shall generally be located along the existing drainage way.
- c. Open channels with top widths from zero (0) to fifty (50) feet require top width plus twenty-five (25) feet.

- d. Open channels with top widths greater than fifty (50) feet require top width plus twenty-five (25) feet per side.
- e. Enclosed pipes require twenty (20) feet minimum width.
- f. All easements shall be so designed to allow maintenance equipment to enter the easement for performance of necessary work.

(3) Lots in floodplains. For subdivisions that are located in a flood zone, as shown on the current Flood Insurance Rate Map (FIRM) for Rockwall County, the applicable minimum lot size shall be calculated by subtracting from the proposed lot size any land in the floodplain. Neither the City nor the County shall have responsibility to provide and maintain drainage for the purpose of flood damage reduction on individual private lots located in the floodplain.

d. Private Utilities in ETJ.

(1) Size and Location: Utility easements shall be a minimum of fifteen (15) feet in width, and normally located along a property or lot line. It shall be the duty of the Subdivider to insure that all easements are of the proper width and location to serve the using utility companies. Utility lines crossing a road shall be installed a minimum of thirty-six (36) inches below the ditch line. All lines must be encased in steel pipe or concrete a minimum of two (2) feet beyond ditch line.

(2) Private Mailboxes.

- a. Community Mailboxes. For purposes of public safety, use of clustered or community mail facilities should be used whenever possible to reduce collision hazards.
- b. Mailbox Placement. Mailboxes shall be set a minimum of three (3) feet from the edge of the pavement. When placement of a mailbox outside the three-foot minimum is not possible, a mailbox of “break-away design” shall be used.
- c. Mailbox Requirements. All mailboxes within the road right-of-way shall meet the current Texas Department of Transportation (TxDOT) standards on streets with speed limits in excess of forty (40) miles per hour. All mailboxes must satisfy Post Office requirements and

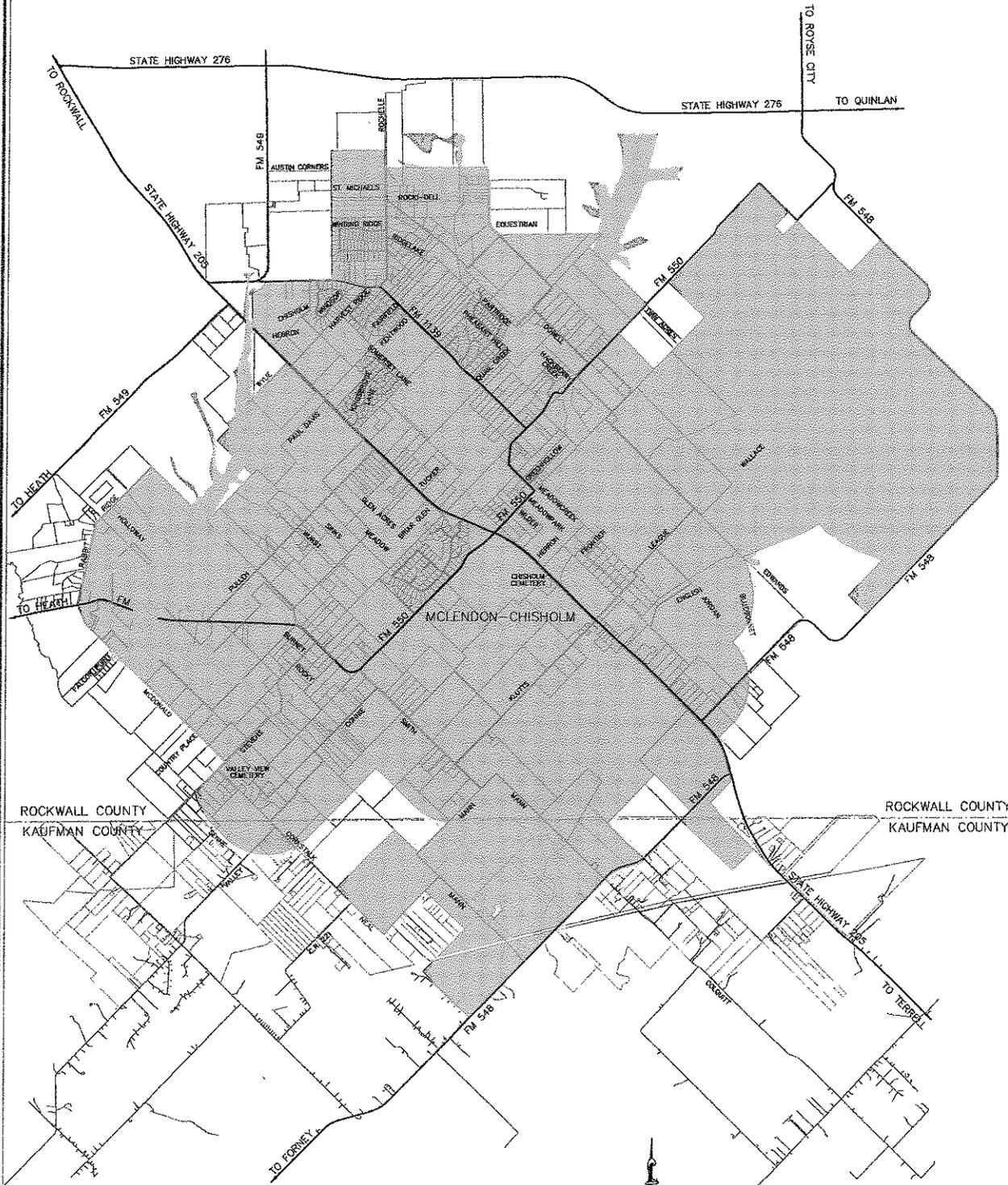
shall be erected in a place and manner that does not impede visibility. In the TXDOT and Post Office standards for mailboxes conflict, the more stringent standard shall apply.

4. The standards and procedures contained in Rockwall County Subdivision Standards, Article Ten, On-site Wastewater Rules, enacted by Order of May 29, 2007, as amended before or upon the Effective Date of the Agreement, and which hereby are incorporated by reference for all purposes, shall apply exclusively to the review of all applications for on-site sewage disposal within the CITY's ETJ. Where proposed developments require or seek centralized wastewater services, the City of McLendon-Chisholm Subdivision Regulations and related main extension policies, standards and procedures shall exclusively apply.

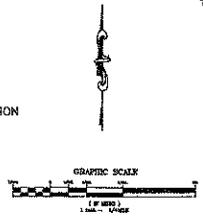
CITY OF MCLENDON-CHISHOLM

CITY LIMIT EXHIBIT

ROCKWALL & KAUFMAN COUNTY, TEXAS



- C.R. 221 ROAD NAMES
- CITY LIMIT DETERMINATION
- ETJ LIMITS
- DRAINWAYS



THIS MAP IS THE PROPERTY OF THE CITY OF MCLENDON-CHISHOLM AND IS NOT TO BE REPRODUCED BY ANY MEANS, MECHANICAL OR DIGITAL, WITHOUT WRITTEN CONSENT OF THIS CITY.

THIS MAP WAS PREPARED FOR AND INTENDED TO BE A GENERAL GUIDE ONLY. DUE TO GRAPHIC REQUIREMENTS, SOME AREAS ARE NOT TO AN EXACT SCALE. FOR ACTUAL BOUNDARIES, SEE THE ORDINANCE BY RESOLUTION.

OFFICIAL CITY LIMITS MAP OF
MCLENDON-CHISHOLM
APPROVED JANUARY 11, 2011
SIGNED MAYOR _____
GARY MOODY

CITY LIMIT DETERMINATION
CITY OF MCLENDON-CHISHOLM
ROCKWALL & KAUFMAN COUNTY, TEXAS

DOUPHRADE & ASSOCIATES, INC.
ENGINEERS-PLANNERS-ARCHITECTS-SURVEYORS
2235 RIDGE RD., # 200 ROCKWALL, TEXAS 75087
PHONE: (972)771-9004 FAX: (972)771-9005