



**AMENDED AGENDA  
OF THE CITY COUNCIL MEETING  
TUESDAY, JANUARY 10, 2023  
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032  
6:30 PM**

|                                                                                                                                                                                                                                                                       | Page    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. CALL TO ORDER                                                                                                                                                                                                                                                      |         |
| 2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS                                                                                                                                                                                                        |         |
| 3. RULES OF DECORUM                                                                                                                                                                                                                                                   |         |
| 4. CITIZEN COMMENTS                                                                                                                                                                                                                                                   |         |
| 5. CONSENT AGENDA                                                                                                                                                                                                                                                     |         |
| 5.1. Action regarding the December 13, 2022 City Council Meeting<br><a href="#">12.13.22</a>                                                                                                                                                                          | 4 - 21  |
| 5.2. Resolution Setting a Public Hearing on a Proposed Annexation<br><a href="#">Resolution 2023-01</a>                                                                                                                                                               | 22 - 23 |
| 6. ITEMS FOR DISCUSSION                                                                                                                                                                                                                                               |         |
| 6.1. Kimley Horn - Roadway, Water, and Wastewater Impact Fee Professional<br>Service Agreement<br><a href="#">Staff Report</a><br><a href="#">Impact Fees Presentation</a><br><a href="#">Professional Services Agreement</a><br><a href="#">COVID Funds Uses</a>     | 24 - 46 |
| 6.2. Patrick Roberts Final Plat<br><a href="#">Staff Recommendation</a><br><a href="#">Application</a><br><a href="#">Final Plat</a>                                                                                                                                  | 47 - 51 |
| 6.3. Review and action regarding repealing the sales tax designated to<br>subsidize property taxes and placing such item on the May 6, 2023<br>Election to repeal the sales tax to subsidize property taxes.<br><a href="#">2012-06 Declaring Results of Election</a> | 52 - 54 |
| 6.4. Discussion and possible action on a Police Department                                                                                                                                                                                                            |         |

- 6.5. Discussion and possible action regarding a Travel Policy

55 - 59

[Staff Report](#)

[Travel Policy](#)

[Travel Authorization Form](#)

- 6.6. Discussion and possible action regarding amending the Food Truck ordinance.
- 6.7. Consider resignation of City Council Member
- 6.8. Discussion of *City of Heath v. City of McLendon-Chisholm, et al.*, Cause No. 1-22-1204, pending in the 382nd District Court of Rockwall County, Texas.

## 7. EXECUTIVE SESSION

- 7.1. Adjourn into Executive Session (Closed Session) Pursuant to Texas Gov't Code 551.071(1) and 551.071(2) - Consultant with attorney. An Executive Session will be conducted to discuss and receive legal advice concerning pending litigation and/or settlement order, or on a matter in which the duty of the attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, related to the following: *City of Heath v. City of McLendon-Chisholm, et al.*, Cause No. 1-22-1204, pending in the 382nd District Court of Rockwall County, Texas.
- 7.2. Adjourn into Executive Session (Closed Session) pursuant to Government Code Section 551.071(4) Personnel.
- 7.3. **THE FOLLOWING ITEM IS HEREBY ADDED TO THE PREVIOUSLY POSTED AGENDA FOR THE REGULAR CITY COUNCIL MEETING ON TUESDAY, JANUARY 10, 2023**

**7.3. Adjourn into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Police Department**

- 7.4. Reconvene Regular Meeting

- 7.5. Executive Session Action

## 8. UPDATES, DISCUSSION AND DIRECTION TO STAFF

## 9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event

organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

9.1. Mayor Short

9.2. Mayor Pro Tem Woessner

9.3. Council Member Kipphut

9.4. Council Member Tucker

9.5. Council Member Purdy

9.6. Council Member McNeal

10. ADJOURN

As authorized by Section 551.071(1) of the Texas Government Code, this meeting may be convened into closed Executive Session in order to seek confidential legal advice from the City Attorney on any agenda item herein.

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 10:00 a.m., January 7, 2023 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



**CITY COUNCIL MEETING**  
**City of McLendon-Chisholm, Texas**  
**Meeting Minutes**  
**December 13, 2022**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, December 13, 2022, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

|                |                    |                    |
|----------------|--------------------|--------------------|
| ATTENDING:     | Keith Short        | Mayor              |
|                | Trudy Woessner     | Mayor Pro Tem      |
|                | Dyon Purdy         | Council Member     |
|                | Bryan McNeal       | Council Member     |
|                | Daniel Tucker      | Council Member     |
| ABSENT:        | Lorna Kipphut      | Council Member     |
| Staff Present: | Konrad Hildebrandt | City Administrator |
|                | Shelly Green       | City Secretary     |
|                | Michael Halla      | City Attorney      |
|                | Michael Coker      | City Planner       |

**1. CALL TO ORDER**

Mayor Short called the meeting to order at 6:31 p.m.

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

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

**3. RULES OF DECORUM**

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

**4. PROCLAMATION**

**4.1. Alexis Mae Sneed Day**

Mayor Short recognized Alexis Mae Sneed, an eight-year-old student at Butler Elementary from Quinlan, and proclaimed December 13, 2022, as Alexis Mae Sneed Day.

## **5. CITIZEN COMMENTS**

Misty Ventura, 8406 Biscayne, Dallas, Texas 75218. Spoke in support of the Comprehensive Plan and addressed Item 8.2., the Trilogy Preliminary Plat.

Gary Nickel, 612 Kentwood, McLendon-Chisholm 75032. Addressed Items 8.2 and 8.5.

Britta Jo, 2510 Stevens Rd., Rockwall, TX 75032. Addressed Item 8.2., Trilogy Preliminary Plat.

David Larsen, 3079 W FM 550, Rockwall, TX 75032. Addressed Item 8.2., Trilogy Preliminary Plat.

Wade Rasbeary, 2311 W FM 550, Rockwall, TX 75032. Addressed Item 8.2., Trilogy Preliminary Plat.

Adrienne Balkum, 1518 Firenza Ct., McLendon-Chisholm, TX 75032. Addressed Item 8.3., Roadway, Water, and Wastewater Impact Fee Professional Services Agreement.

Randall Noe, FM 550, Heath, TX. Addressed Item 8.2., Trilogy Preliminary Plat.

Ron LaRoux, 3401 W FM 550, McLendon-Chisholm, TX 75032. Addressed all items on the agenda.

Jarrold Kennedy. Addressed all items on the agenda.

Kyle Peoples, 1370 Pullen, Rockwall, TX 75032. Addressed Item 6.1., Altura Homes.

Karen Holloway, 261 Holloway Lane, Rockwall, TX 75032. Addressed Item 8.2., Trilogy Preliminary Plat.

Don Holloway, 261 Holloway Lane, Rockwall, TX 75032. Addressed density.

## **6. PRESENTATIONS**

### **6.1. Altura Homes**

Kevin Webb, one of the principals of Altura Homes, presented a concept plan for Sorano Farms as well as a park concept plan.

## **7. CONSENT AGENDA**

7.1. Consider approval of minutes of the November 9, 2022, City Council Meeting

7.2. Resolution 2022-15 Designating an official newspaper and alternate official newspaper

7.3. Calendar for General Election on May 6, 2023

- 7.4. Financial Report October 2022
- 7.5. Building Official Report October
- 7.6. Animal Control Report October
- 7.7. Fire Rescue Report October
- 7.8. CWD Report October
- 7.9. Code Enforcement Report October
- 7.10. Sheriff's Report October
- 7.11. City Council Meeting Schedule 2023

**MOTION: APPROVE CONSENT AGENDA ITEMS AS PRESENTED**

**MADE BY:** Council Member Tucker  
**SECONDED BY:** Council Member McNeal  
**APPROVAL:** Unanimous

**8. ITEMS FOR CONSIDERATION**

8.1. CWD Cost Adjustment

Greg Roemer, President, and Jason Roemer, Vice President, presented the CWD 2021 Annual Review.

No Action

8.2. Trilogy Preliminary Plat

City Planner Coker presented this item:

**APPLICANT:** Sam Mota  
MC Trilogy Texas, LLC  
8200 Douglas Avenue  
Suite 300  
Dallas, Texas 75225

**LOCATION:** The property is generally bounded on the north by Rabbit Ridge Road, on the west by FM 550 as shown on the attached approved concept plan. Rockwall Parcel ID# 115324 and 115325.

Owner: MC Trilogy Texas, LLC  
8200 Douglas Avenue  
Suite 300  
Dallas, Texas 75225  
Representative: Sam Mota

CITY COUNCIL MEETING DATE: December 13, 2022

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**NOTE: PLAT CONSIDERATION IS MINISTERIAL FUNCTION.**

THE CITY COUNCIL MUST:

APPROVE; APPROVE WITH CONDITIONS; OR DISAPPROVE.

IF APPROVED WITH CONDITIONS, THE CONDITIONS MUST BE CITED.

IF DISAPPROVED, THE DEFICIENT CODE SECTIONS MUST BE CITED.

**REQUEST:**

1. The applicant is requesting approval of a preliminary plat for the creation of 1,786 lots on 753.170 acres of land.

REPRESENTATIVE: Sam Mota

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**PLANNING AND ZONING COMMISSION RECOMMENDATION:** Approval.

**STAFF RECOMMENDATION:** Approval. This application is consistent with the approved Concept Plan, the Development Agreement [DA] and the Subdivision regulations as amended by Exhibit E of the DA.

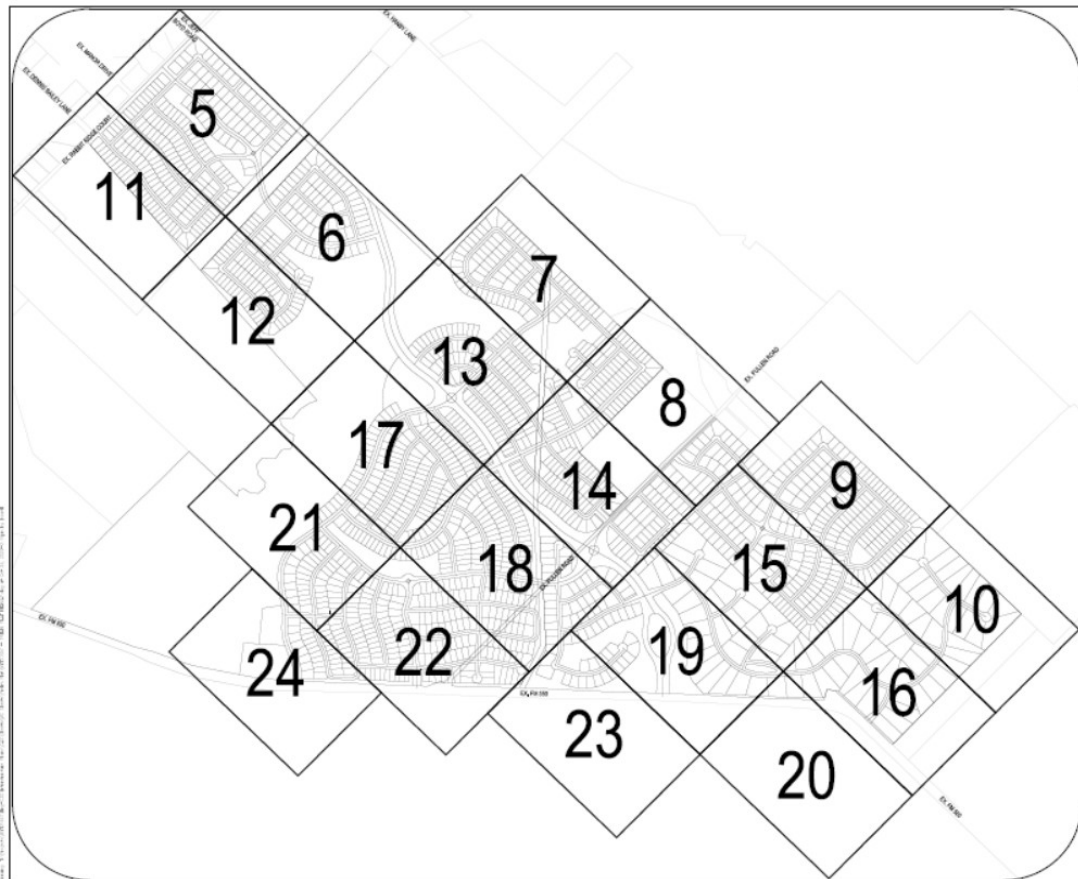
**BACKGROUND INFORMATION:** In October 2021 the City of McLendon-Chisholm entered into an agreement with MC Trilogy Texas, LLC for the future development of a quality, master-planned, mixed-use community providing parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City. This agreement establishes Governing Regulations for the development of all the property located within the boundary of MC Trilogy Texas.

The agreement provides that the subdivision regulations in effect when the agreement became effective would be the controlling platting requirements as amended by EXHIBIT E of the agreement which is included at the end of this report. In the review of this preliminary plat request, both the subdivision regulations of the City [Article 10 of the Code of Ordinances] and Exhibit E [Attached] must be considered.

Approximately 179 acres of Trilogy are located within the City limits. In December 2021 the City Council approved the zoning ordinance for the In-City property. The preliminary plat is consistent with the approved concept plan. The remaining property is in the Extra Territorial Jurisdiction of the City.



**Key Map Showing preliminary plat pages in context of entirety of project**



**The full-sized sheets for the preliminary plat are available for review at McLendon-Chisholm City Hall and will be available at the City Council meeting on December 13, 2022.**

**This area intentionally left blank**

**Thoroughfares/streets: see paragraph 12. B. of Exhibit E [attached]**

**Exhibit E**  
**Special Regulations**

1. If a plat complies with the Concept Plan for the Property or the applicable zoning regulations for the In-City Property, it shall be deemed to comply with all of the City's plans, including, but not limited to, the City's master plan (also known as the comprehensive plan) and major street plan (also known as the master thoroughfare plan). This Agreement shall control in the event of a conflict with the City's master plan or master thoroughfare plan.
2. The term preliminary plan means a preliminary plat.
3. No plat shall be required for a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.
4. A preliminary plat may include all or any portion of the Property or the In-City Property.
5. A final plat may include all or any portion of an approved preliminary plat. A final plat may include minor changes to an approved preliminary plat.
6. An approved preliminary plat shall not expire if an application for a final plat for all or a portion of the land shown on the approved preliminary plat is submitted to the City within two years.
7. All water, wastewater, roadway, and drainage Public Infrastructure will be dedicated to, owned by, and maintained by the District unless the retail provider opts to own and maintain the water or wastewater Public Infrastructure, at its sole option. Parks and open space will be owned and maintained by the property owner, the District, or a homeowners association consistent with the Development Regulations. The owner's dedication language on each plat will be customized to reflect ownership and maintained as described in this paragraph.
8. The City will not be required to own or maintain any Public Infrastructure; therefore, maintenance bonds shall not be required to be provided to the City.
9. Final plat approval shall expire two years after the date of approval unless the final plat has been filed of record by the end of such two-year period. The City Council may grant a request for an extension of up to one additional year.
10. A final plat shall not be filed of record until the subdivision has been constructed and accepted by the City unless the subdivider provides the City with adequate security for completion of all final plat improvements in the form of an escrow, a letter of credit, or a bond in the amount of the estimated cost to complete all final plat improvements. A building permit may be issued prior to plat recordation provided the water and roadway improvements necessary to provide fire protection to the building are complete prior to building permit issuance.
11. In the event of a conflict with the Subdivision Regulations, the development processes and fee provisions set forth in Article III and Article IV of this Agreement shall control.

Exhibit E – Page 1

1580.039/96242.18

12. Thoroughfares and Traffic Impact Study.

a. The only thoroughfare improvements required for the development of the Property are the on-site thoroughfare improvements shown on the Concept Plan, which consist of the on-site portions of Pullen Road and Trilogy Boulevard, which shall be constructed according to the street sections on Exhibit J and shall be constructed in phases as portions of the Property adjacent to, or including, the roadways are final platted. Nothing herein shall prohibit the Owner from constructing either thoroughfare in a single phase earlier than required by this paragraph.

b. A traffic impact study shall be submitted with the application for the first preliminary plat for all or any portion of the Property, and the scope of such study shall be limited to studying traffic impacts from the development of the Property on adjacent portions of roads along the perimeter of the Property. No other traffic impact study, traffic impact analysis, or other traffic related studies or analyses shall be required in connection with the development of the Property or the In-City Property.

c. No off-site roadway improvements are required with the exception of any adjacent perimeter roadway improvements that are recommended by the traffic impact study.

13. Roadways shall be designed in accordance with the Concept Plan and the street sections contained in this Agreement.

14. Turnarounds shall have a minimum right-of-way radius of 50 feet and a pavement radius of 40.5 feet.

15. The maximum length of a dead-end street with a permanent turnaround or a cul-de-sac with a permanent turnaround shall be 1,200 feet.

16. Sections 10.02.006(b), (c), (d), and (e) of the Subdivision Regulations [Lots, Building Lines, Alleys, and Easements] shall not apply.

17. Section 10.02.008 of the Subdivision Regulations [Landscape Buffers] shall not apply and the exclusive landscaping requirements shall be those set forth in the Development Regulations in the case of the Property and those set forth in the applicable zoning regulations in the case of the In-City Property. A homeowners association shall be created to perpetually maintain all landscaped areas located with parkways, medians, open space, and other common areas.

18. Section 10.02.0010 of the Subdivision Regulations [Drainage Requirements] shall be modified to delete subsection (c)(5) and revise subsection (c)(6) to read in its entirety as follows: In areas where downstream pipes or channels are inadequate to handle proposed increased flows, the city as one alternative may accept 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.

19. Detention is permitted.

20. Floodplain reclamation is permitted.

21. Section 10.02.010 of the Subdivision Regulations is amended in its entirety to read as follows in italics:

***Sec. 10.02.010 Drainage requirements***

***(a) General policy.***

*(1) The commission shall not recommend for approval any plat, development plan, or subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins and the city council may not approve such plats, development plans, or subdivisions without such provisions. Drainage provisions shall ensure the health and safety of the public and property in times of flood and such drainage facilities shall not cause excessive increases in flood heights or velocities, particularly to adjacent and downstream properties. When calculations indicate that curb capacities are exceeded at a point, ~~no further allowance shall be made for flow beyond that point, storm drains shall be designed to intercept a portion of the stormwater,~~ 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 (100-50-year), which consists of swales, creeks, channels, floodways and emergency overflows to prevent water encroachment into residential and commercial facilities.

~~(3) Channels are to be concrete-lined at least to the ten-year frequency channel flow level with additional height to carry the 25-year flow. 100-year flow is to be contained within the building lines of the channel. Unlined channels will be considered and may be approved for quantities of floodwater larger than the equivalent flow of a 72-inch pipe.~~

(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~~ two feet per second.

(B) The minimum storm drainpipe diameter shall be ~~15~~ 18 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 only with the approval of the town engineer.~~

(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~~50-year channel flow ~~within~~ outside 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. This responsibility includes the drainage directed to that property by ultimate development as well as drainage 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 it shall not be permitted to be discharged except in a manner consistent with sound engineering practices.~~

(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. The developer or subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including necessary off-site channels or storm sewers and acquisition of the required easements, unless the off-site drainage improvements are part of a regional drainage improvement area in which case the developer or subdivider shall pay its proportionate share (based on capacity) of such regional improvements.~~

(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~~ inadequate to handle proposed increased flows, the city as one alternative may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

(d) Drainage easements.

(1) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

(2) When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the city. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.

(3) The owner/subdivider shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the planning and zoning commission or city council.

22. Section 10.02.009 of the Subdivision Regulations is amended in its entirety to read as follows in italics: ~~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. All floodplain areas designated as a Zone A on FEMA's most current flood insurance rate maps may be removed from the Property or redefined through the process of a conditional letter of map revision ("CLOMR") or a letter of map revision ("LOMR"). Non-residential permanent structures, amenities, trails, sports fields and park improvements may be placed within floodplain areas without requiring either a CLOMR or a LOMR. 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.~~

23. Park restrooms shall be connected to a sanitary sewer system.

24. Section 10.02.012 of the Subdivision Regulations [Reservations] shall not apply.

25. Building setback lines are not required to be shown on a plat.

26. Oversizing of Public Infrastructure to serve land outside of the boundaries of the Property shall not be required. Section 3 of Appendix 1 of the Subdivision Regulations [Street Improvements and Oversizing] shall not apply unless oversizing is funded by the City or a third party.

27. Section 4 of Appendix 1 of the Subdivision Regulations [Off-Site Access Roadways] shall not apply.

28. Section 5 of Appendix 1 of the Subdivision Regulations [Street Lighting] shall not apply.

29. For a residential street, the minimum radii requirements at the centerline of streets is 50 feet, and the maximum design speed is 25 miles per hour.

30. Section 9 of Appendix 1 of the Subdivision Regulations [Drainage and Storm Sewers] controls over any conflicting provisions in the Subdivision Regulations.

31. Section 10, item 4 of Appendix 1 of the Subdivision Regulations is amended to allow fittings to be ductile iron.

32. In the event of a conflict between the requirements of any retail provider of water or wastewater service and the Subdivision Regulations, the retail provider's requirements for Public Infrastructure shall control. Section 13.01.001 of the Subdivision Regulations [Water Treatment Plant Must Be Approved by Water District] shall not apply.

33. Section 10.03.007 of the Subdivision Regulations [Street Arrangement] is amended in its entirety to read as follows: "(a) All streets shall be laid out so that they intersect at right angles with a maximum tolerance of plus or minus ~~five~~ 15 percent. (b) Cul-de-sacs shall not be longer than ~~2,000~~ 1,200 feet from the nearest intersecting street, ~~and shall provide a turnaround having an outside roadway diameter of at least 80 feet in areas zoned SF2 and SF3. Cul-de-sacs shall not be longer than 3,000 feet in areas zoned SF4.~~"

34. A six-inch thickness of concrete pavement on a compacted subbase shall be required for street paving. The concrete must have a 28-day compressive strength of 3,600 pounds per square inch (psi). All steel reinforcing shall be deformed No. 3 bars on 18-inch centers both ways. Pavement section shall be designed to support a minimum of a 75,000 pound fire apparatus.

35. In the event of a conflict between the Subdivision Regulations and Chapter 212, Texas Local Government Code, as amended, the latter shall control.

36. The park, open space, amenity center, and trail requirements in **Exhibit D** of this Agreement fully satisfy all open space, parkland dedication, and park improvement requirements for the In-City Property and the Property, and no separate open space, parkland dedication, or park improvement ordinances or other regulations outside of this Agreement shall apply to the Property or the In-City Property.

**Mayor Short called for a motion. Action failed due to no motion being made.**

8.3. Roadway, Water, and Wastewater Impact Fee Professional Services Agreement

City Administrator Hildebrandt presented this item:

**Agenda Item:**

Discuss/Action – Professional Services for the development of the City’s Roadway, Water and Wastewater Impact Fees.

**Fiscal Impact:** \$154,000

**Background:**

The adoption of three of the four State of Texas-eligible impact fees allows the city to grow and develop in a manner that has growth paying for growth, instead of existing citizens paying and/or infrastructure not keeping up with growth.

One of the main parts of implementation is providing a Capital Facility Plan for each area. This technical plan identifies current and future infrastructure needs, amounts and costs in order to identify the proper impact fee costs of growth.

Provided in your packet is an agreement with Kimley Horn for the completion of the overall process.

This activity is consistent with Comprehensive Master Plan Strategic Priority 1A (3); 3B(5-6) 4A(3) and 4B(2).

Also included in the packet is a proposed COVID Funding Uses (American Rescue Plan Act – ARPA) schedule of projects.

Council requested that Kimley-Horn be at the next City Council meeting to present this item.

No Action Taken

8.4. Discussion and possible action regarding the adoption of an ordinance regulating ambulance services in the City.

**Ordinance No. 2022-15**

An ordinance of the City Council of the City of McLendon-Chisholm, Texas regulating ambulance services in the City; prohibiting operations without a contract; providing for related matters; providing for a severability clause; providing a penalty clause; providing a repealing clause; and providing for an effective date.

**MOTION: APPROVE ORDINANCE NO. 2022-15 REGULATING AMBULANCE SERVICES IN THE CITY; PROHIBITING OPERATIONS WITHOUT A CONTRACT; PROVIDING FOR RELATED MATTERS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**MADE BY:** Council Member Woessner

**SECONDED BY:** Council Member Purdy

**APPROVAL:** Unanimous

8.5. Discussion and possible action regarding establishing a police department.

**Ordinance 2022-16**

An ordinance of the City of McLendon-Chisholm, Texas, establishing the Chief of Police as a municipal officer; establishing the McLendon-Chisholm Police Department; providing for appointment and qualifications of Police Officers; establishing a reserve police force; repealing conflicting ordinances; providing for severability; and providing an effective date.

**MOTION: APPROVE ORDINANCE 2022-16 ESTABLISHING THE CHIEF OF POLICE AS A MUNICIPAL OFFICER; ESTABLISHING THE MCLENDON-CHISHOLM POLICE DEPARTMENT; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF POLICE OFFICERS; ESTABLISHING A RESERVE POLICE FORCE; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**MADE BY:** Council Member Tucker

**SECONDED BY:** Council Member Purdy

**APPROVAL:** Unanimous

8.6. Discussion and possible action regarding the structure of food trucks and semi-permanent food trucks.

**No Action**

8.7. Discussion of *City of Heath v. City of McLendon-Chisholm, et al.*, Cause No. 1-22-1204, pending in the 382<sup>nd</sup> District Court of Rockwall County, Texas.

**No Action**

## **9. EXECUTIVE SESSION**

- 9.1. Adjourn into Executive Session (Closed Meeting) Pursuant to Texas Gov't Code 551.071(1) and 551.071(2) – Consultant with attorney, an Executive Session will be conducted to discuss and receive legal advice concerning pending litigation and/or settlement order, or on a matter in which the duty of the attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, related to the following: *City of Heath v. City of McLendon-Chisholm, et al.*, Cause No. 1-22-1204, pending in the 382<sup>nd</sup> District Court of Rockwall County, Texas
- 9.2. Adjourn into Executive Session Pursuant to Texas Gov't Code 551.071(2) – Consult with attorney, an Executive Session will be conducted to discuss Structure of Food Trucks and Semi-Permanent or Semi-Moveable Food Trucks.

Council adjourned into Executive Session at 7:57 p.m.

### **9.3. Reconvene Regular Meeting**

The regular meeting was reconvened at 8:59 p.m.

### **9.4. Executive Session Action**

No Action

## **10. UPDATES, DISCUSSION AND DIRECTION TO STAFF**

None

## **11. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**

- 11.1. Mayor Short - None
- 11.2. Mayor Pro Tem Woessner – Stated she would like to have a work session to discuss upcoming items. Mayor Short instructed the Council to send they thoughts on what the best times would be.
- 11.3. Council Member Kipphut – Absent
- 11.4. Council Member Tucker – Reported on the first meeting of the Water Committee which was held on November 15, 2022.
- 11.5. Council Member Purdy – Stated he agrees with the law enforcement plans.
- 11.6. Council Member McNeal – None

**12. ADJOURN**

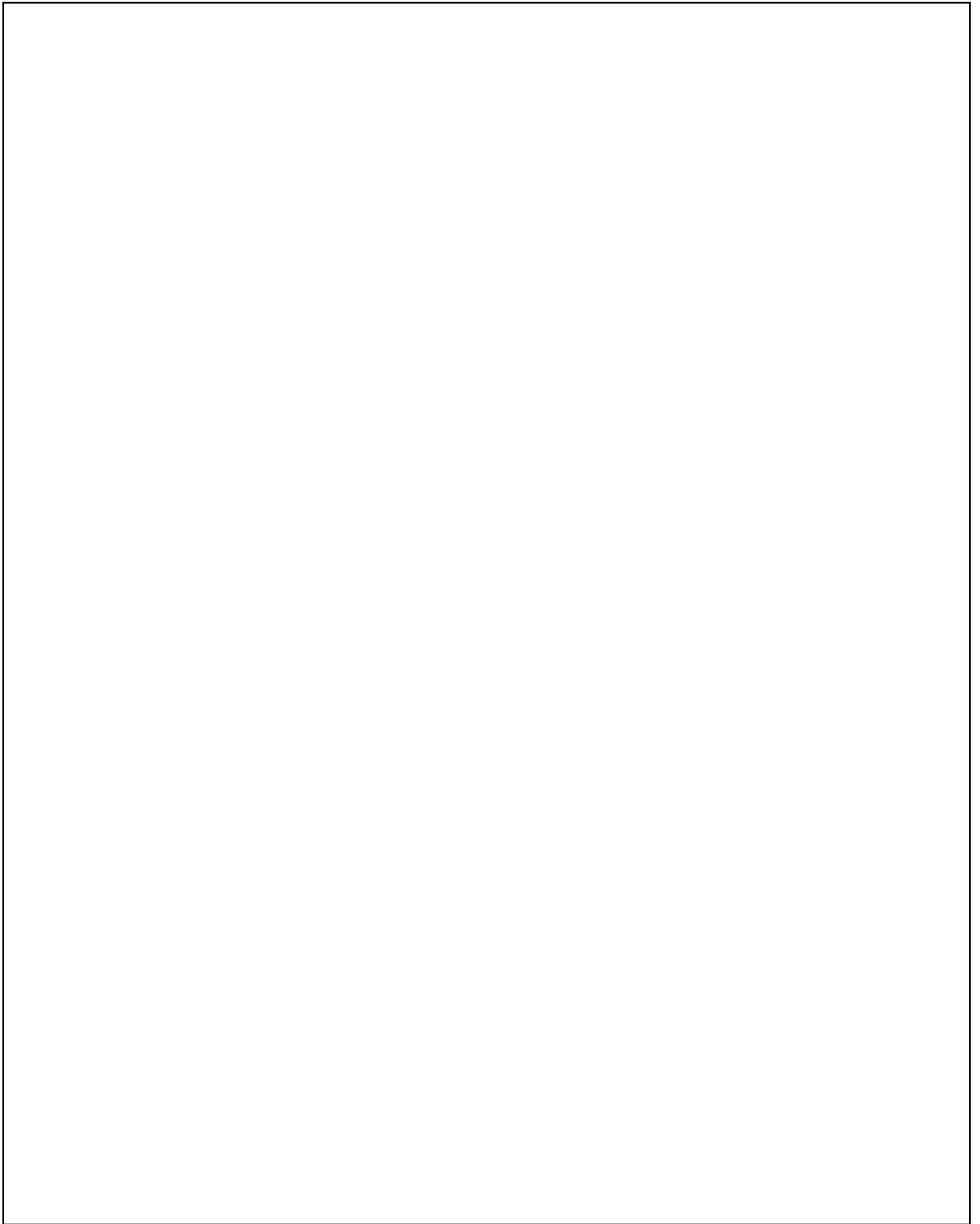
There being no further business to discuss, Mayor Short adjourned the meeting at 9:32 p.m.

APPROVED:

\_\_\_\_\_  
Keith Short, Mayor

ATTEST:

\_\_\_\_\_  
Rochelle Green, City Secretary



**CITY OF MCLENDON-CHISHOLM  
RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF MCLENDON-CHISHOLM, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING.**

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

**SECTION 1:** On the 24<sup>th</sup> day of January 2023, at 6:30 p.m. o'clock in the City Council Chambers of the City Hall of the City of McLendon-Chisholm, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of McLendon-Chisholm, Texas, of the following described property, to-wit:

**ETJ TRACT 1**

Being all that certain lot, tract or parcel of land situated in the J. Simmons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey, Abstract No. 231, in Rockwall County, Texas, and also being a portion of the property described in deed to Hodges Ranch Partners, Ltd., as recorded in Volume 3828 at Page 322 also known as document number 00319510 on December 4<sup>th</sup> 2004 of the official public records of Rockwall County, Texas, and being subject to a memorandum of interest with regard to ownership of real property recorded under County Clerks file number 20160000014831 of the official public records of Rockwall County, Texas.

**ETJ TRACT 2**

Being all that certain lot, tract or parcel of land situated in the J. Simmons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey, Abstract No. 231, in Rockwall County, Texas, and also being a portion of the property described in deed to Hodges Ranch Partners, Ltd., as recorded in Volume 3828 at page 322 also known as document number 00319510 on December 4<sup>th</sup> 2004 of the official public records of Rockwall County, Texas, and being subject to a memorandum of interest with regard to ownership of real property recorded under County Clerks file number 20160000014831 of the official public records of Rockwall County, Texas.

Metes and bounds are available at the office of the City Secretary.

*Resolution No. 2023-01*  
*Approved 01/10/2023*

*Setting a Public Hearing for Annexation*

SECTION 2: The Mayor of the City of McLendon-Chisholm, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above-described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED this the 10<sup>th</sup> day of January 2023.

---

Keith Short  
Mayor

---

Rochelle Green  
City Secretary



## City of McLendon-Chisholm Staff Report

**Date:**

January 10, 2023

**Agenda Item:**

Discuss/Action – Professional Services for the development of the City's Roadway, Water and Wastewater Impact Fees.

**Fiscal Impact:**        \$154,000

**Background:**

The adoption of three of the four State of Texas-eligible impact fees allows the city to grow and develop in a manner that has growth paying for growth, instead of existing citizens paying and/or infrastructure not keeping up with growth.

One of the main parts of implementation is providing a Capital Facility Plan for each area. This technical plan identifies current and future infrastructure needs, amounts and costs in order to identify the proper impact fee costs of growth.

Provided in your packet is an agreement with Kimley Horn for the completion of the overall process.

This activity is consistent with Comprehensive Master Plan Strategic Priority 1A (3); 3B(5-6) 4A(3) and 4B(2).

Also included in the packet is a proposed COVID Funding Uses (American Rescue Plan Act – ARPA) schedule of projects.

**Staff Assigned:**        Konrad Hildebrandt, City Administrator

**Presentation:**        Kimley Horne, Pete Kelly

# Impact Fees 101

## City of McLendon-Chisholm



January 10, 2023

Kimley»Horn

## Outline

Impact Fee Basics

Impact Fee FAQs

Keys to a Successful Project

# What are Impact Fees?



One-time fee for new development.



Mechanism to recover infrastructure costs required to serve the future development.



Legal way to collect a flexible fee for infrastructure.  
*This gives a City freedom (or flexibility) to spend money on high priority projects within a broader service area.*

# Why Use Impact Fees?

## Equitable

Barring existing ordinances, development pays an equal fee whether first to develop or last to develop.

## Predictable

Fee schedule can be made available online.

Developers can rely on land use and IF CIP plans to make decisions about when, where, and what to build.

## Ensures Accountability

State law requires that impact fees be spent within a certain amount of time or be refunded to the property owner.

## Proportional

Directly related to the amount of demand generated by the development

Calculation based on systemwide impact



# What items **are** and **are not** payable with Impact Fees?

Components that **can** be paid for through an impact fee program:

- ✓ Construction cost of capital improvements on the Impact Fee CIP
  - Roadway to thoroughfare standard
  - Upsized water/wastewater line
  - Traffic signals, bridges, sidewalks, etc.
- ✓ Survey and Engineering fees
- ✓ Land acquisition costs, including court awards
- ✓ Debt Service of Impact Fee CIP
- ✓ **Planning Studies**

Components that **cannot** be paid for through an impact fee program:

- ❑ Projects not included in the Impact Fee CIP
- ❑ Repair, operation, and maintenance of existing facilities
- ❑ Upgrades to serve existing development
- ❑ Administrative costs of operating the impact fee program



# Impact Fee FAQs

## Are There Any Checks and Balances?

- Independent Licensed Professionals Prepare:
  - *Land Use Assumptions*
  - *Master Plans*
  - *Capital Improvement Plans*
  - *Maximum Assessable Impact Fee Calculations*
- Capital Improvements Advisory Committee (CIAC)
  - *Chapter 395.058 provides the CIAC role and makeup (typically P&Z)*



# Impact Fee FAQs

## **Are Impact Fees Easy to Administer?**

- Water and Sewer (based upon meter size)
- Roadway (based upon land use and trip generation characteristics – LUVMET Table)
- Must be updated at least every five (5) years
- Assessment and Collection Differences
- Impact Fees collected in a service area must be spent within that same service area on projects listed in the Impact Fee CIP



## Keys to a Successful Project

- Defensible, Up-to-date Master Plans
  - Comprehensive Plan Adopted 2021
- City Manager and Council Support
- Stakeholder Involvement
- Real Estate Council, Chamber of Commerce, Builders Association, Neighborhood Associations, etc.
- Collective Understanding of the Project Goals and Objectives by Citizens, Developers, and City Staff
- Good comparison data



# Kimley-Horn Texas Experience (Since 2002)

## 97 Impact Fee Studies for 45 Cities:

- |                                                                                                  |                                                                                                                                      |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> (1) Anna (2021) Water, Wastewater, and Roadway                                          | <b>24</b> (3) Lancaster (2003, 2006, 2012) Roadway                                                                                   |
| <b>2</b> (1) Austin (Proposed 2018, 2020) Street                                                 | <b>25</b> (1) Leander (2021) Roadway                                                                                                 |
| <b>3</b> (1) Baytown (2014) Water and Wastewater                                                 | <b>26</b> (1) Little Elm (2008) Roadway                                                                                              |
| <b>4</b> (3) Burleson (2016, 2017, 2022) Roadway                                                 | <b>27</b> (4) Mansfield (2004, 2009, 2015) Roadway                                                                                   |
| <b>5</b> (4) Cedar Hill (2002, 2007, 2012, 2022) Roadway (Proposed 2024) Water and Wastewater    | <b>28</b> (4) McKinney (2003, 2008, 2013, 2020) Roadway                                                                              |
| <b>6</b> (4) Colleyville (2006, 2009, 2012, Proposed 2021) Roadway (2009), Water, and Wastewater | <b>29</b> (1) Melissa (2015) Water, Wastewater, Drainage, and Roadway                                                                |
| <b>7</b> (3) Corinth (2011, 2016, 2017) Roadway, Water, and Wastewater                           | <b>30</b> (4) Mesquite (2015, 2016, 2019 Minor, 2021) Water, Wastewater, and Roadway                                                 |
| <b>8</b> (3) College Station (completed 2010, not adopted 2016, 2021) Roadway                    | <b>31</b> (1) Midland (2022) Roadway                                                                                                 |
| <b>9</b> (1) Decatur (2006) Water and Wastewater                                                 | <b>32</b> (3) New Braunfels (2007, 2013, 2020) Roadway                                                                               |
| <b>10</b> (2) Denton (2016, 2021) Roadway; (Proposed 2023) Water and Wastewater                  | <b>33</b> (1) Pflugerville (2020) Roadway                                                                                            |
| <b>11</b> (1) Fairview (2015) - Water, Wastewater, and Roadway                                   | <b>34</b> (1) Pilot Point (2020, 2021) Roadway, Water, Wastewater                                                                    |
| <b>12</b> (4) Fate (2010, 2015, 2020, 2022) Roadway, Water, Wastewater                           | <b>35</b> (2) Prosper (2006, 2011) Roadway                                                                                           |
| <b>13</b> (1) Farmersville (2013) Water and Wastewater                                           | <b>36</b> (1) Princeton (2016) Water, Wastewater, and Roadway                                                                        |
| <b>14</b> (4) Flower Mound (2004, 2010, 2015, 2020) Roadway, Water, Wastewater                   | <b>37</b> (1) Red Oak (2021) Water, Wastewater, and Roadway                                                                          |
| <b>15</b> (3) Fort Worth (2008, 2013, 2017, 2022) Roadway                                        | <b>38</b> (1) Round Rock (2018) Roadway                                                                                              |
| <b>16</b> (5) Frisco (2005, 2012, 2014, 2017, 2019) Roadway, Water, Wastewater                   | <b>39</b> (4) Rowlett (2004, 2013, 2016, 2020) Water, Wastewater, and Roadway                                                        |
| <b>17</b> (1) Fulshear (2017) - Water, Wastewater, and Roadway                                   | <b>40</b> (2) Saginaw (2006, 2011) Water and Wastewater                                                                              |
| <b>18</b> (1) Galveston (2013 Minor) Traffic                                                     | <b>41</b> (1) Seguin (2017) Roadway                                                                                                  |
| <b>19</b> (1) Georgetown (completed 2010, not adopted) Roadway                                   | <b>42</b> (2) Sherman (2020, Minor Update 2022) Roadway, Water, Wastewater                                                           |
| <b>20</b> (1) Houston (2013) Drainage                                                            | <b>43</b> (3) Southlake (2008, 2016, 2018 Minor) Roadway                                                                             |
| <b>21</b> (1) Johnson County Special Utility District (Proposed 2023) Water, Wastewater          | <b>44</b> (2) Weatherford (2022) Water, Wastewater; (2022) Roadway                                                                   |
| <b>22</b> (2) Killeen (completed 2015, not adopted 2019) Roadway, Water, Wastewater              | <b>45</b> (4) The Colony (2004, 2007, 2010, 2016) Water, Wastewater (2007),<br>Drainage (2010, 2016), and Roadway (2004, 2010, 2016) |
| <b>23</b> (1) Lakewood Village (2016) - Water and Wastewater                                     |                                                                                                                                      |





November 11, 2022

Konrad Hildebrandt  
City of McClendon-Chisolm  
1371 West FM 550  
McClendon-Chisholm, Texas 75032

Re: Roadway, Water, and Wastewater Impact Fee Professional Services Agreement

Dear Konrad:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of McClendon-Chisolm ("Client") for providing professional services for the development of the City's Roadway, Water, and Wastewater Impact Fees.

#### **Project Understanding**

The following scope of services provides the Client with professional services related to the development of Roadway, Water, and Wastewater Impact Fees required by Chapter 395 of the Texas Local Government Code to determine the maximum assessable impact fee per service unit that may be assessed. In addition, Consultant will provide the Client with assistance with the various presentations required during the public hearing and adoption process.

The project is anticipated to include the following components:

1. Project Initiation and Management
2. Land Use Assumptions
3. Roadway Impact Fee Report
4. Water Impact Fee Report
5. Wastewater Impact Fee Report
6. Impact Fee Document and Adoption Process
7. Administration Tools and Implementation Support

#### **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

- 1) **Project Initiation and Management** – Consultant shall complete the following items relating to this task:
  - a) Project Kickoff Meeting.
    - i) Prepare for and attend meeting with City Staff to begin the project.
    - ii) Prepare meeting notes.
  - b) Project Management.
    - i) Develop project communication plan
      - (1) Define contacts in Client's departments and the corresponding contact with Consultant and its Sub-Consultant.
    - ii) Sub-Consultant Coordination

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801 Cherry St. Suite 1300 Unit 11, Fort Worth Texas, 76102

817 335 6511

- iii) City Administration Coordination
- iv) Project administration and status reports - Prepare and submit monthly status reports including schedule updates, critical tasks, and Sub-Consultant progress in conjunction with the monthly billing.

2) **Land Use Assumptions** – Consultant shall utilize land use assumptions data associated with the Roadway, Water, and Wastewater Impact Fees, so the Consultant can transform this data in conformance with Chapter 395 of the Local Government Code; completion of this task shall include the following items:

- a) **Data Collection**. Consultant will deliver a letter to the Client describing data that should be provided to Consultant. The scope for data collection is as follows:
  - i) Comprehensive Plan – The Client shall identify and provide the Client's most recent comprehensive plan.
  - ii) The Client shall identify and provide the Consultant the Comprehensive Plan demographic projections.
  - iii) The Client shall provide Consultant residential/non-residential building permit history for the previous ten (10) years.
  - iv) Maps – The Client shall provide Consultant with GIS shapefiles, associated databases, and layer files in ESRI ArcGIS format. All data shall be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
    - (1) Current Zoning Map
    - (2) Future Land Use Plan
    - (3) City Limits and ETJ Map
    - (4) Building Permit (if available)
    - (5) Most recent digital orthophotograph (DOQ) of the City (if available)
- b) **Service Area Boundaries**. Consultant will meet with the Client to review proposed service areas. If changes are required Consultant will revise boundaries and submit to the Client for final review.
- c) **Land Use Assumptions**. Consultant will prepare the land use information (population projections) in a format suitable for use in the impact fee study based on information provided by the Client. The information will be presented in tabular form by service areas as defined by the service area boundaries.
  - (1) Consultant will use the latest available GIS future land use data provided by the Client. For undeveloped areas within the service areas, information from the Client's current zoning ordinance combined with input from Client will be used to determine the appropriate densities.
- d) **Build-Out Land Use Assumptions**. Consultant will develop the build-out demographics (population) within the service areas in tabular format. For each service area, population (persons and number of dwelling units) will be summarized.
- e) **Ten-Year Land Use Assumptions**. Chapter 395 states that impact fees may only be used to pay for items included in the capital improvements plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based upon guidance from the

Client, Consultant will develop the Ten-Year Land Use Assumptions for the 2023 – 2033 planning window.

- (1) Consultant will conduct one (1) meeting with the Client to receive the Client's projections for expected growth rates for land use for each service area. Consultant will review the Client's information and develop the demographic table using population by households to develop 10-year population projections for each service area.
- f) Land Use Documentation. Consultant will provide both a draft and final Land Use Assumptions to be incorporated as a chapter into the Impact Fee Report. The chapter will include:
    - i) Roadway, Water, and Wastewater service area(s)
    - ii) Historical population data
    - iii) Existing land use and population
    - iv) 10-year land use population
    - v) Exhibits
    - vi) Draft versions of the Land Use Assumptions will be submitted in .pdf format.
  - g) Meetings. Consultant will prepare for and attend two (2) meetings with Client to discuss and review the proposed Land Use Assumptions.
- 3) **Roadway Impact Fee Report** – Consultant will prepare the Roadway impact fee report in conformance with Chapter 395 of the Local Government Code and shall include:
- a) Data Collection. Consultant will coordinate with the Client to obtain the anticipated roadway capital improvements and cost projections to be included in the study that are designed to serve future development of the proposed property.
  - b) Roadway Impact Fee Capital Improvements Plan.
    - i) Consultant will assist the Client to develop a Roadway Impact Fee Capital Improvements Plan (CIP) to incorporate roadway projects designed to serve future development of the proposed property.
    - ii) Consultant will utilize bid tabs from recent nearby construction projects to complete the costing methodology.
    - iii) The Client shall review the Roadway Impact Fee CIP and provide comments. The Consultant shall then review the Roadway Impact Fee CIP to reflect the direction of the Client.
  - c) Maximum Assessable Impact Fee Calculation.
    - i) The Consultant will calculate the additional service units based on the Land Use Assumptions.
    - ii) The Consultant will calculate the Pre-Credit maximum assessable fee based on the Roadway Impact Fee CIP and the service units of growth.
    - iii) A financial analysis for the credit calculation will not be performed. 50% of the pre-credit maximum assessable roadway impact fee calculated in Task 3.c.iii will be utilized to determine the maximum assessable roadway impact fee.

**4) Water Impact Fee Report** – Consultant will prepare the Water impact fee report in conformance with Chapter 395 of the Local Government Code and shall include:

- a) Data Collection. Consultant will coordinate with the Client to obtain the anticipated water capital improvements and cost projections to be included in the study that are designed to serve future development of the proposed property. Consultant will prepare and present a data request memorandum for City staff to collect the following data:
  - i) Water CCN boundary
  - ii) Water usage history – Annual usage and maximum day usage records for the past ten (10) years for verification of current demand by service unit and development of the service unit projection.
  - iii) Water meter data – List of current water meter accounts by meter size.
- b) Water Impact Fee Capital Improvements Plan.
  - i) Consultant will assist the Client to develop a Water Impact Fee Capital Improvements Plan (CIP) to incorporate water projects designed to serve future development of the proposed property. It may include the following infrastructure:
    - (1.) Existing and future transmission lines (12-inch and larger)
    - (2.) Existing and future elevated storage tanks
    - (3.) Existing and future ground storage tanks
    - (4.) Existing and future pump stations
    - (5.) Existing and future treatment facilities
    - (6.) Existing and future supply facilities
  - ii) Consultant will create the costing methodology based on nearby recently completed Water project costs.
  - iii) The Client shall review the Water Impact Fee CIP and provide comments. The Consultant shall then review the Water Impact Fee CIP to reflect the direction of the Client.
- c) Maximum Assessable Impact Fee Calculation.
  - i) The Consultant will calculate the additional service units based on the Land Use Assumptions.
  - ii) The Consultant will determine the Pre-Credit Maximum Assessable Water Impact Fee by meter size.
  - iii) A financial analysis for the credit calculation will not be performed. 50% of the pre-credit maximum assessable water impact fee calculated in Task 4.c.ii will be utilized to determine the maximum assessable water impact fee.
  - iv) The Consultant will develop the Maximum Assessable Water Impact Fee Table by meter size.

**5) Wastewater Impact Fee Report** – Consultant will prepare the Water impact fee report in conformance with Chapter 395 of the Local Government Code and shall include:

- a) Data Collection. Consultant will coordinate with the Client to obtain the anticipated wastewater capital improvements and cost projections to be included in the study that are designed to

serve future development of the proposed property. Consultant will prepare and present a data request memorandum for City staff to collect the following data:

- i) Wastewater CCN boundary
  - ii) Wastewater discharge history – Annual wastewater discharge records for the past ten (10) years for verification of current demand by service unit and development of the service unit projection.
- b) Wastewater Impact Fee Capital Improvements Plan.
- i) Consultant will assist the Client to develop a Wastewater Impact Fee Capital Improvements Plan (CIP) to incorporate wastewater projects designed to serve future development of the proposed property. It may include the following infrastructure:
    - (1.) Existing Trunk Lines that are 12-inch and larger
    - (2.) Future Trunk Lines (12-inch and larger)
    - (3.) Existing and Future Lift Stations
    - (4.) Existing and Future Force Mains
    - (5.) Existing and Future Treatment Facilities
  - ii) Consultant will create the costing methodology based on nearby recently completed Wastewater project costs.
  - iii) The Client shall review the Wastewater Impact Fee CIP and provide comments. The Consultant shall then review the Wastewater Impact Fee CIP to reflect the direction of the Client.
- c) Maximum Assessable Impact Fee Calculation.
- i) The Consultant will calculate the additional service units based on the Land Use Assumptions.
  - ii) The Consultant will determine the Pre-Credit Maximum Assessable Wastewater Impact Fee by meter size.
  - iii) A financial analysis for the credit calculation will not be performed. 50% of the pre-credit maximum assessable wastewater impact fee calculated in Task 5.c.ii will be utilized to determine the maximum assessable wastewater impact fee.
  - iv) The Consultant will develop the Maximum Assessable Wastewater Impact Fee Table by meter size.

#### **6) Roadway, Water, and Wastewater Impact Fee Document and Adoption Process**

- a) Documentation. Consultant will provide both a draft and final Roadway, Water, and Wastewater Impact Fee Report. The report will include:
  - i) **Land Use Assumptions**
    - (1) Roadway service area(s)
    - (2) Water service area(s)
    - (3) Wastewater service area(s)
  - ii) **Roadway**
    - (1) Narrative of the impact fee methodology

- (2) Impact Fee Capital Improvement Plan 10-year capacity criterion
  - (3) Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
  - (4) Impact Fee CIP Exhibits
  - (5) Impact fee calculations
  - iii) **Water**
    - (1) Narrative of the impact fee methodology
    - (2) Impact Fee Capital Improvement Plan 10-year capacity criterion
    - (3) Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
    - (4) Impact Fee CIP Exhibits
    - (5) Impact Fee calculations
  - iv) **Wastewater**
    - (1) Narrative of the impact fee methodology
    - (2) Impact Fee Capital Improvement Plan 10-year capacity criterion
    - (3) Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
    - (4) Impact Fee CIP Exhibits
    - (5) Impact Fee calculations
  - v) **Appendix**
    - (1) Costing Methodology and Detailed Calculations
- b) Deliverables
- i) Electronic (.pdf) copy of the Draft Roadway, Water, and Wastewater Impact Fee Report; and
  - ii) Three (3) 8.5" x 11" hard copies of the Draft Roadway, Water, and Wastewater Impact Fee Report
  - iii) Upon final approval of the Roadway, Water, and Wastewater Impact Fee Analysis and new ordinance by the City Council, Consultant will provide Three (3) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Roadway, Water, and Wastewater Impact Fee Report.
- c) Adoption Process
- Consultant will collect information on actual Roadway, Water, and Wastewater impact fees collected for up to six (6) benchmark cities. This information will be provided to the Client in electronic (.xls) tabular format for use in the development of comparison tables.
- At the request of the City, Kimley-Horn will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Roadway, Water, and Wastewater Impact Fee Report to be included in the ordinance.
- It is anticipated that a representative from the Consultant will prepare for and attend each of the following meetings:
- i) One (1) Advisory Committee/Council (CIAC) workshop to present fundamentals of the Impact Fee methodology (Impact Fee 101);

- ii) Two (2) CIAC public hearings on the Roadway, Water, and Wastewater Impact Fees, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees;
- iii) One (1) City Council workshop to present fundamentals of the Impact Fee methodology (Impact Fee 101);
- iv) Two (2) City Council public hearings on the Roadway, Water, and Waster Impact Fees, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees; and
- v) One (1) City Council meeting where it adopts the ordinance and establishes the actual Water, and Wastewater Impact Fees.

#### **7) Administration Tools and Implementation Support**

- d) Impact Fee Estimator. The Consultant will create an Impact Fee estimator spreadsheet tool to assist in calculating a development's roadway, water, and wastewater impact fees based on the impact fee rates adopted in Task 6.
- e) Implementation Support. The Consultant will provide implementation support to assist City staff as the ordinance is rolled out. The implementation support is based on 5 hours.

#### **Additional Services**

**1) Additional Services not included in the existing Scope of Services** – Client and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the Client's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- a) Preparation for an attendance at additional public meetings not specifically identified in the Scope of Services.
- b) Furnish additional copies of the review documents in excess of the number of the same identified in the Scope of Services.
- c) Re-analysis or re-calculation to reflect Project scope of changes or policy changes requested by the Client, addressing changes in direction previously approved by the Client, or mandated by changes in government laws.

#### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

#### **Schedule**

Tasks 1 through 5 will be completed based on a mutually agreed upon schedule following receipt of a signed copy of this letter agreement, exclusive of Client review time. Tasks 6 through 7 will be completed in a timely manner based upon CIAC and City Council schedules, along with the

requirements of Chapter 395 of the Texas Local Government Code. Additional services, if desired, will be performed in a timely manner upon authorization by the Client.

### Fee and Expenses

Kimley-Horn will perform the scope of services for a lump sum fee of **\$154,000**. See below for Task budget breakdowns.

|                 |                                                 |    |         |
|-----------------|-------------------------------------------------|----|---------|
| Task 1          | Project Initiation and Management               | \$ | 9,500   |
| Task 2          | Land Use Assumptions                            | \$ | 15,000  |
| Task 3          | Roadway Impact Fee Report                       | \$ | 40,000  |
| Task 4          | Water Impact Fee Report                         | \$ | 35,000  |
| Task 5          | Wastewater Impact Fee Report                    | \$ | 35,000  |
| Task 6          | Impact Fee Document and Adoption Process        | \$ | 14,500  |
| Task 7          | Administration Tools and Implementation Support | \$ | 5,000   |
| Total Labor Fee |                                                 | \$ | 154,000 |

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of McClendon-Chisholm.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Pete Kelly, P.E.  
Project Manager

Scott Arnold, P.E.  
Senior Vice President

**CITY OF MCCLENDON-CHISHOLM**  
**A Municipality**

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Attachment – Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
  - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
  - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

City of McLendon Chisholm, Texas  
COVID Funding Uses - Proposed  
Nov-22

COVID Fund Availability \$ 861,293

| <u>Activity</u>                                                                  | <u>Estimated<br/>Cost</u> | <u>Strategic Priority</u>  | <u>ROI (Qualitative v.<br/>Quantitative \$\$\$)</u> |
|----------------------------------------------------------------------------------|---------------------------|----------------------------|-----------------------------------------------------|
| SH 205 Beautification - Entry<br>Signs<br><b>OR</b>                              | \$ 506,000                | 1A(3); 3A(1-3);3E(1-2)     | ROI - Qualitative                                   |
| MC/RCH Water-related projects                                                    | \$ 506,000                | 4A (1,2,3)                 | ROI - Quantitative \$\$\$                           |
| Roadway, Water, Wastewater<br>Impact Fee Capital Facility Plans -<br>Kimley Horn | \$ 154,000                | 1A(3);3B(5-6);4A3); 4B(2); | ROI - Quantitative - \$\$\$                         |
| TIRZ Development - P3                                                            | \$ 25,000                 | 1A(3,5);                   | ROI - Quantitative - \$\$\$                         |
| FY24 Community Events                                                            | \$ 25,000                 | 1A(3); 1C(1,2)             | ROI - Qualitative                                   |
| Street Maintenance                                                               | \$ 101,293                | 1A(3);3B(5);               | ROI - Qualitative - Safety                          |
| Police - Radar Signs Purchase                                                    |                           |                            |                                                     |
| Traffic Calming                                                                  | \$ 50,000                 | 1A(3);                     | ROI - Qualitative - Safety                          |
| <u>Total</u>                                                                     | <u>\$ 861,293</u>         |                            |                                                     |



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: December 21, 2022

APPLICANT: Patrick Roberts  
2750 Rocki-Dell lane  
Rockwall, Texas 75032

LOCATION: The property is a 10.029 acre tract of land at the southern end of Rocki-Dell Lane in the McLendon-Chisholm ETJ. Rockwall CAD Property ID 12075

Owner: Patrick Roberts  
2750 Rocki-Dell Lane  
Rockwall, Texas 75032

CITY COUNCIL MEETING DATE: January 10, 2023

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**NOTE: PLAT CONSIDERATION IS MINISTERIAL FUNCTION.**

THE CITY COUNCIL MUST:

APPROVE; APPROVE WITH CONDITIONS; OR DISAPPROVE.

IF APPROVED WITH CONDITIONS, THE CONDITIONS MUST BE CITED.

IF DISAPPROVED, THE DEFICIENT CODE SECTIONS MUST BE CITED.

**REQUEST:** The applicant is requesting approval of a final plat for the creation of 2 lots on 10.029 acres of land.

REPRESENTATIVE: Patrick Roberts.

---

**PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval.**

**STAFF RECOMMENDATION:** Approval.

**BACKGROUND INFORMATION:** This request is to subdivide a 10-acre tract of land into two residential lots. Lot 1 will have 8.529 acres of land and Lot 2 will have 1.5 acres of land. The minimum lot size in Rockwall County for the installation of an on-site sanitary sewer facility is 1.5 acres of land.

**Thoroughfares/streets:**

Rocki-Dell Lane is 60 foot wide private access easement providing access to several adjacent properties.

[illegible]



**CITY OF McLENDON-CHISHOLM  
PLAT APPLICATION**



**RECEIVED**

11-22-22  
J

Application Date: 11-22-22

Items Submitted. Check all that Apply:

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

General Information:

Addition Name (if platted): ROBERTS ADDITION Current Zoning: NA

No. of Acres: 10.029 No. of Lots: 2 Proposed Zoning: NA

General Location of Property: ROCKI-DELL LN.

Proposed Use for Property: \_\_\_\_\_

Applicant Name: PATRICK D ROBERTS

Company: \_\_\_\_\_

Address: 2750 ROCKI-DELL LN City, State, Zip: Rockwall TX 75082

Phone(s): 214-683-6398 Email: pdr55chevy@live.com

Owner Name: Patrick Roberts

Address: 2750 Rocki-Dell LN City, State, Zip: \_\_\_\_\_

Legal Description of the Property: TRACT OF LAND HENRY K. NEWELL SURVEY,

County Parcel ID: 12075 - 12070 No. 167

Other Information: \_\_\_\_\_

### **Development Fees**

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the City will provide a one-hour or 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per property.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the City prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to applicant within 60 days of project conclusion.

**ALL Consulting Costs** - Includes City Planning, City Engineer, City Attorney and any other outside consultant costs incurred by the City. All outstanding fees must be paid by the applicant prior to their application being placed on the agenda of the Planning & Zoning Commission, City Council or BOA. Consultants invoice the City monthly after work is completed, so it is possible for plat applicants to receive notice of outstanding fees after a plat has been considered. The City will invoice for any remaining consulting charges. Building permits be not be issued with fees outstanding.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$ 250 to cover the cost of this application, and an initial deposit of \$ 750 for consulting fees has been paid to the City of McLendon-Chisholm on this 22 day of November, 2022

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

Signature of Applicant: \_\_\_\_\_

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

(Seal)



Page 2 of 2



**ORDINANCE NO. 2012-06**

**AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, DECLARING THE RESULTS OF AN ELECTION HELD ON MAY 12, 2012, FOR THE ADOPTION OF AN ADDITIONAL SALES AND USE TAX WITHIN THE CITY AT THE RATE OF ONE-HALF OF ONE PERCENT; PROVIDING FOR THE IMPOSITION OF AN ADDITIONAL SALES AND USE TAX ON THE SALES OF TAXABLE GOODS AND SERVICES WITHIN THE CITY AT THE RATE OF ONE-HALF OF ONE PERCENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of McLendon-Chisholm, Texas, has heretofore called for a general election on the question of whether the City should adopt an additional sales and use tax of one-half of one percent; and

**WHEREAS**, the City Council finds and determines that the aforesaid election was called and conducted in accordance with the requirements of law, and all lawful notices of said election were properly and lawfully given; and

**WHEREAS**, the aforesaid election was held on May 12, 2012, the proposition on which the vote was held was "The adoption of an additional sales and use tax at the rate of one-half of one percent;" and

**WHEREAS**, the total number of votes cast for the proposition was 56, and the number of votes cast against the proposition was 22; and

**WHEREAS**, the number of votes by which the proposition was approved was 56 to 22; Now, Therefore

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS:**

**SECTION 1.** That the City Council of the City of McLendon-Chisholm, Texas, hereby finds and determines that the foregoing recitals are true and correct and are incorporated herein. The Council further finds and determines that on May 12, 2012, a general election was held within the City in accordance with the requirements of law whereby the voters of the City were asked to vote on the following proposition: "Authorizing the imposition of an additional sales and use tax at the rate of one-half of one percent." Following tabulation and canvassing of the

votes cast in favor of and against the aforesaid proposition, the Council finds and determines that the total number of votes cast for the proposition was 56 and the number of votes cast against the proposition was 22. Therefore, the number of votes by which the proposition was approved was 34 (or, 56 to 22).

**SECTION 2.** That the City Council of the City of McLendon-Chisholm, Texas, hereby adopts and imposes an additional sales and use tax of one-half of one percent on the sales of all taxable goods and services which shall be and is hereby effective immediately from and after the effective date of this ordinance as the law in such cases provides.

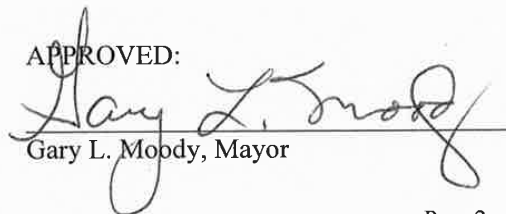
**SECTION 3.** That the City Council of the City of McLendon-Chisholm, Texas, does hereby repeal the exemption from sales and use taxes for sales within the City of telecommunications services in accordance with chapter 321, Texas Tax Code.

**SECTION 4.** The City Secretary is hereby authorized and directed to send to the Comptroller of the State of Texas by United States certified or registered mail a certified copy of this ordinance along with a map of the City of McLendon-Chisholm clearly showing its boundaries.

**SECTION 5.** That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional, invalid or unenforceable, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

**DULY PASSED** by the City Council of the City of McLendon-Chisholm, Texas, on the 22nd day of May, 2012.

APPROVED:

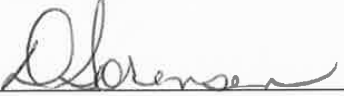
  
Gary L. Moody, Mayor

Page 2 of 3

Ordinance 2012-06

Approved 05/22/12

ATTEST:

  
\_\_\_\_\_  
Deborah Sorensen, City Secretary





City of McLendon-Chisholm  
Staff Report

**Date:**

January 10, 2023

**Agenda Item:**

Discuss/Action – Proposed Travel Policy and Travel Authorization Form

**Fiscal Impact:**       None

**Background:**

The City of McLendon-Chisholm does not have a travel policy and/or an authorization form. This policy inclusion will allow for greater control and approval processes of all staff and Mayor/Council travel.

The policy will greater protect the city against any potential fraud and protect the staff, Mayor/Council with approved travel documentation.

**Staff Assigned:**       Konrad Hildebrandt, City Administrator

# Travel Policy

## Applicability of Travel Policy

It is the policy of the City of McLendon-Chisholm to reimburse employees and other persons who are authorized to represent the City at various conferences, meetings, conventions, seminars, and functions. The city recognizes that the public interest requires employees to travel at times to conduct City business. The city also recognizes that the public interest is served by the advancement of training and professional development of employees. It is the policy of the City to arrange travel on City business utilizing the most economical means available.

This policy is applicable to all City employees and applies to all travel on City business outside the City limits and to all travel reimbursements, subject to budget limitations and authenticated expenses. The purpose of this policy is to establish general guidelines and provide uniformity in handling expenditure requests, and to establish proper accounting for allowable expenses.

Responsibility:

- Department Head – responsible for communicating and administering the provisions of this policy to employees and approving all travel requests within his/her department. Also, should strive to be proactive in planning for the department's travel needs in the annual budgeting process. It is the responsibility of the Department Head to ensure all travel expenses are accounted for within 30 calendar days from the date of return and the Travel Expense Report forwarded to the Finance Department.
- Employee – responsible for all pertinent information on the Travel Expense Report, indicating purpose of travel, location, type of transportation, departure date, return date, estimated expenditure and funds advanced.
- Finance Department – responsible for distributing travel funds in compliance with established policies and guidelines. The Finance Department should take into consideration the departmental travel budget and calculate the amount spent to date and forward the Travel Expense Report to the City Manager for approval.

## Travel Authorization

The department head may authorize travel leave and expenses for City business outside the city. The City Manager's Department shall take care of all Mayor/City Council travel. Any employee traveling on official City business shall communicate with their supervisor as to where they can be reached while out of the City. All travel requests must be submitted on forms provided for that purpose.

## Allowable Expenses

- **Registration** – The City will reimburse actual expenses incurred in registering for a conference, seminar, or meeting. A receipt must be furnished for reimbursement purposes. The city encourages advance payment of fees to take advantage of any discounts available. However, any recreation expenses included in the registration (i.e., golf, tennis, runs, etc.) will not be reimbursed unless it's included as part of the itinerary.
- **Transportation** – The department head/supervisor will be expected to select the mode of transportation that is most economical to the city considering cost and time consumed. Normally, when travel is required for City business a city vehicle or personal car may be used when such travel distances are within a three hundred (300) mile radius. For travel beyond a three hundred (300) mile radius of the City, air transportation may be approved if authorized in the budget. All approved transportation expenses will be reimbursed as follows:
  - When employees use their personal vehicles, all travel mileage will be paid at the most recent IRS rate per mile (which can be found at [www.irs.gov](http://www.irs.gov)) plus parking fees.
  - When City vehicles are used, all expenses incidental to the use of such vehicle (parking, gasoline, oil, repairs, etc.) shall be reimbursed. Receipts will be required.
  - When air travel is permitted, employees will book their flight as far in advance as possible. Air travel reimbursement shall be limited to "coach" fares. Additionally, if the employee requires parking at the airport for twenty-four (24) hours or less, the employee will be reimbursed at the short-term parking rates. Requiring parking for twenty-five (25) hours or more, the reimbursement shall be at the long-term parking rate. Receipts will be required for reimbursement. A picture of the receipt is acceptable.
- Reimbursement will be made for the use of rental cars, Uber/taxi or bus fares, etc. provided such expenses are necessary and reasonable. Approval to rent a car should be obtained prior to the trip whenever possible. Employees are expected to obtain the lowest possible rates for the cars. The City's current insurance provider covers insurance for rental vehicles as long as the employee is on city business. Therefore, it is not necessary for the employee to purchase additional liability/collision insurance for the contracted rental car.
- Alternate routes, which are desirable because of personal affairs of the traveler, can be used, but only on the traveler's time and with the traveler bearing the additional cost of the alternate route. Mileage and expenses incurred on alternate routes must be shown on the expense account that is turned in for reimbursement or for advance in funds request.

- **Meals** – Employees may use their City Purchasing cards or take the per diem rate. If issued the per diem rate no receipts are required to be submitted. A maximum daily allowance for meals will be provided based on the General Services Administration (GSA, which can be found at [www.gsa.gov](http://www.gsa.gov)) guidelines for the location of travel. When an employee claims the allowance, any meals provided by the conference will be deducted at the maximum allowable rate. Total allowance of reimbursement for travel includes a maximum of twenty percent (20%) for gratuity. Expenses for alcoholic beverages are not reimbursable. Receipts will be required for each meal and the travel expense report should include the date, location, and amount for each meal.
- **Lodging** – Employees are expected to make lodging reservations well in advance whenever possible, and to take other actions to ensure lodging is secured at a moderate rate. Reimbursement of lodging shall be limited to single rates unless two or more employees occupy a single room, or otherwise approved by the City Manager. It shall be the policy of the City to reimburse for only lodging that is economical and practical. Exceptions to this may be granted when the best value hotel rooms are unavailable or where conferences are held in or nearby the hotel. Receipts for lodging must be provided to obtain reimbursement.
- Reimbursement will not be made for alcoholic beverages, entertainment expenses, or other sundry items not relevant to the public purpose of the travel, except when necessary to entertain dignitaries, state, federal or business representatives.
- **Entertainment** – The City realizes that from time to time, it is necessary to entertain dignitaries and state, federal, and business representatives whenever it may be deemed in the best interest of the city. Such expenses may be reimbursed at the discretion of the City Manager. Receipts will be required before reimbursement can be made. Whenever practical, prior authorization should be obtained from the City Manager.
- **Dependent Expenses** – There is no objection to a spouse/family member accompanying an employee on an out-of-town business trip; however, the city will not be financially responsible for the spouse/family member of the employee. Any additional expenses incurred such as travel, lodging, meals, or any other miscellaneous expenses will be the sole responsibility of the employee. The city will not reimburse the additional expenses.

### 13-1.3 Travel Expense Report Procedure

The employee will fill out all the pertinent expenditure information as part of the standard purchasing card reconciliation.

## TRAVEL REQUEST / TRAVEL EXPENSE REPORT