



**AGENDA
CITY COUNCIL MEETING
WEDNESDAY, FEBRUARY 22, 2023
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032
6:30 PM**

A MEMBER OF THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM MAY PARTICIPATE REMOTELY IN THIS MEETING OF THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM BY MEANS OF AUDIO FEED OF THE MEMBER'S PARTICIPATION, TO BE BROADCAST LIVE AT THE MEETING. GOV'T CODE 551.127(a-1) PURSUANT TO GOV'T CODE 551.127(e), A QUORUM OF THE GOVERNMENTAL BODY WILL BE PHYSICALLY PRESENT AND THE MEMBER OF THE GOVERNMENTAL BODY PRESIDING OVER THE MEETING WILL BE PRESENT AT McLENDON-CHISHOLM, TEXAS.

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 January 24, 2023 City Council Meeting 5 - 21
[01.24.23](#)
 - 5.2. Consider a Resolution accepting an Annexation Petition and Setting a Public Hearing for March 28, 2023 for the annexation of the following two tracts of land: an approximately 441.818 acre tract of land and an approximately 133.325 acre tract of land generally located north of FM 550 and east and west of Pullen Road and situated in the J. Simons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey, Abstract No. 231, in Rockwall County, Texas, identified by County ID Numbers 115324 and 115325, and also being a portion of the property described in a deed to Hodges Ranch Partners, Ltd., as recorded in Volume 3828, Page 322 as Document Number 00319510 in the Official Public Records of Rockwall County, Texas . 22 - 34
[Resolution 2023-01A Accepting Annexation Petition and Calling Public Hearing](#)
[Petition for Annexation](#)

- 5.3. Approval of a Resolution approving Central Bank's Electronic Lockbox Payment Services for City Customers 35 - 53
[Staff Report](#)
[Resolution - Central Bank](#)

6. ITEMS FOR CONSIDERATION AND ACTION

- 6.1. Consideration and approval of a site plan for the MFS Group, LLC., for a one and one-half acre tract of land located at the southwest corner of the intersection of FM 550 and SH 205. 54 - 61
[Staff Report](#)
[Staff memo related to Polani drive thru restaurant](#)
- 6.2. Consider the site plan, landscape plan, and exterior elevations for a new building and development located at Kingsbridge Phase 2A Addition, Lot 12R, Block A consisting of 1.066 acres of land, generally located at the southeast corner of the intersection of SH 205 and Kingston Court, McLendon-Chisholm, Rockwall County, Texas. 62 - 72
[Staff recommendation](#)
[Site Plan Application](#)
[Architectural Site Plan](#)
[Landscape Plans](#)
- 6.3. Building Inspection Process 73 - 74
[Staff Report](#)
- 6.4. Discussion and action on filing with the Public Utility Commission Application, Transfer, or Merger of a Retail Public Utility. Pursuant to Texas Water Code Section 13.301 and 16 Texas Administrative Code Section 24.239.
- 6.5. Discussion and consider City Administrator draft an official letter to the City of Rockwall of our current status with RCH Water Supply Corporation and our intent to have a new water purchase agreement drawn up with an understanding it will be temporary and request for a letter to be sent to NTMWD for when City of McLendon-Chisholm is ready to become a direct customer.
- 6.6. Discussion and consider City Administrator draft an official letter to NTMWD Board the status and goal to become a direct customer.
- 6.7. Presentation and discussion with Blackland WSC, Velvin & Weeks Consulting and City Water Committee on operations, administration and interlocal agreements for the purpose of the City operating and maintaining water system.
- 6.8. Update from the City Administrator regarding TxDOT correspondence regarding the Relocation of Water Lines S Hwy 205.
- 6.9. 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 Meeting) pursuant to Texas Gov't. Code 551.071(1) and 551.071(2) - Consultation 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. Reconvene Regular Meeting

7.3. Executive Session Action

8. UPDATES, DISCUSSION AND DIRECTION TO STAFF

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMEN

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 McLendon

9.6. Council Member McNeal

10. ADJOURN

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

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., February 17, 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
January 24, 2023

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, January 24, 2023, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Keith Short	Mayor
	Lorna Kipphut	Council Member
	Bryan McNeal	Council Member
	Daniel Tucker	Council Member
	Trudy Woessner	Mayor Pro Tem
Staff Present:	Konrad Hildebrandt	City Administrator
	Shelly Green	City Secretary
	Jim Simmons	Fire Chief
	Michael Coker	City Planner

1. CALL TO ORDER

Mayor Short called the meeting to order at 6:32 p.m.

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

Council Member Tucker delivered the invocation and Council Member Kipphut 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. CITIZEN COMMENTS

Kaitlyn McNeal, 1217 Livorno Dr., McLendon-Chisholm, 75032. Spoke regarding Trilogy.

Adrienne Balkum, 1518 Firenza Ct., Rockwall 75032. Spoke regarding Item 5.1 and 8.3. Also gave a water update.

Henry Beck, 969 McDonald, Rockwall, 75032. Suggested the idea of an open forum with citizens.

Britta Jo, 256 Stevens Rd., Rockwall 75032. Addressed the proposed annexation.

Rockie Martin, 630 Klutts Rd., McLendon-Chisholm, 75032. Discussed the annexation and infrastructure.

Karen Holloway, 261 Holloway, Rockwall. Spoke regarding Trilogy.

Robert Steinhagen, 304 Pheasant Hill Dr., Rockwall, 75032. Addressed annexation and spoke about the city attorney.

Mayor Short closed Citizen Comments at 7:00 p.m.

5. PUBLIC HEARINGS

- 5.1. Public Hearing regarding the proposed institution of annexation proceedings to enlarge and extend the boundary limits of the City of McLendon-Chisholm.

Mayor Short opened the public hearing at 7:02 p.m.

The following citizens spoke regarding the proposed annexation proceedings:

- Bart Davenport, 5 Manor Ct., Heath, TX 75032
- Robert Steinhagen, 304 Pheasant Hill Dr., Rockwall, 75032.
- Adrienne Balkum, 1518 Firenze Ct., Rockwall 75032.
- Grant Ashmore, 256 Quail Creek, Rockwall 75032
- Misti Ventura, 9406 Biscayne Blvd., Dallas 75218
- Britta Jo, 256 Stevens Rd., Rockwall 75032.
- Michael Easter, 403 Wagon Ct., Rockwall 75032

4. PRESENTATIONS

- 4.1. RJN Study – Sonoma Verde Infiltration Study

City Engineer Dub Douphrate gave a presentation regarding the Sonoma Verde Infiltration Study.

7. CONSENT AGENDA

- 7.1. Action regarding Minutes of January 10, 2023

- 7.2. Nexco Highway Solutions of America, Inc. – Pulled from consent agenda and voted on separately.
- 7.3. Resolution No. 2023-02 Calling a General Election
- 7.4. Resolution No. 2023-03 Calling a Special Election
- 7.5. Financial Report – December 2022
- 7.6. Fire Rescue Report – December 2022
- 7.7. Building Official Report – December 2022
- 7.8. CWD Report – December 2022
- 7.9. Sheriff’s Report – December 2022
- 7.10. Code Compliance Report – December 2022
- 7.11. Animal Control Report – December 2022

MOTION: ITEMS 7.1, AND ITEMS 7.3 – 7.11

MADE BY: Council Member Tucker
SECONDED BY: Council Member Woessner
APPROVAL: Unanimously Approved

MOTION APPROVE ITEM 7.2 AS AMENDED BY ADDING MOCKINGBIRD HILL AND DELETING CALVERT ROAD, COLQUITT ROAD, DAVIS LANE, DIAMOND ACRES, MANN ROAD, NEAL ROAD, SERENA HAVEN, AND WYLIE LANE.

MADE BY: Council Member Kipphut
SECONDED BY: Council Member Woessner
APPROVAL: Unanimously Approved

8. ITEMS FOR CONSIDERATION

- 8.1. Consideration and approval of a request of MFS Group, LLC, for the approval of a preliminary plat for a one and one-half acre tract of land located at the southeast corner of the intersection of FM 550 and SH 205.

City Planner Coker’s report and recommendation were included in the City Council packet

APPLICANT: Cameron Slown
TNP, Inc.
825 Watters Creek Blvd, Suite M300

Allen, Texas 75013

PROPERTY OWNER: MFS Group, LLC
2357 Jupiter Road
Plano, Texas 75074

REPRESENTATIVE: Cameron Slown

LOCATION: South quadrant of the intersection of FM 550 and State Highway 205

CITY COUNCIL MEETING DATE: January 24, 2023

This item is a ministerial function. The City Council has three options related to platting decisions: Approval; Approval with conditions; or disapproval. If disapproved the reasons for disapproval must be stated.

REQUEST:

The applicant is requesting approval of preliminary plat for a one and one-half acre tract of land located at the south corner of the intersection of FM 550 and SH 205.

PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval subject to the conditions listed below.

STAFF RECOMMENDATION: Approval of the preliminary plat subject to the following conditions:

Conditions:

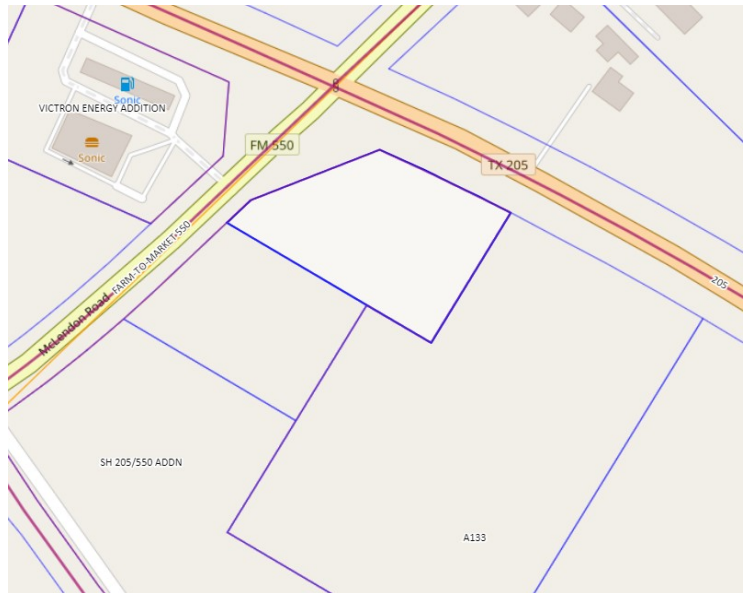
- Civil engineering plans are to be reviewed and approved by the City Engineer prior to filing the final plat.
- Replace the signature blocks on the front page of the preliminary plat with the signature blocks required by the Subdivision Ordinance. [Done]

[note: full sized copies of the preliminary plat are available at City Hall for inspection]

BACKGROUND INFORMATION:

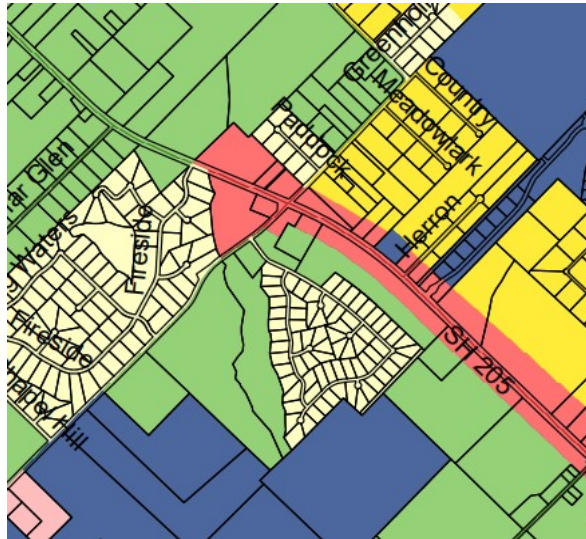
The subject property is a 1.5-acre tract of land located at the south corner of the intersection of SH 205 and FM 550. [Rockwall CAD #101321]. It is being platted to create a building site for the development of a retail shopping facility with a detached drive-thru restaurant.

Rockwall CAD map showing property



This preliminary plat complies with the requirements of the Subdivision Ordinance and is consistent with the requirements of the General Business Zoning District

City Zoning map for subject property [Red is General Business Zoning District]



Thoroughfares/streets:

This property fronts both SH 205 and FM 550. Property dedications for the upcoming widening of SH 205 and intersection improvements with FM 550 have been provided. There is an existing access easement providing access to the subject property from FM 550 that is being constructed coincident with the development of this project. Driveway permits from TXDOT are required for the construction of the drives on FM 550 and SH 205. Necessary dedications for TXDOT improvements to SH 205 and the intersection of FM 550 have been conveyed to the State of Texas.

Preliminary Plat

City Planner Coker's report was included in the council packets:

APPLICANT: Cameron Slown
TNP, Inc.
825 Watters Creek Blvd, Suite M300
Allen, Texas 75013

PROPERTY OWNER: MFS Group, LLC
2357 Jupiter Road
Plano, Texas 75074

REPRESENTATIVE: Cameron Slown

LOCATION: South quadrant of the intersection of FM 550 and State Highway 205

CITY COUNCIL MEETING DATE: January 24, 2023

REQUEST:

The applicant is requesting approval of a Site Plan, landscape plan and elevations for a one and one-half acre tract of land located at the southeast corner of the intersection of FM 550 and SH 205.

PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval subject to the conditions listed below.

STAFF RECOMMENDATION: Approval of the Site Plan, Landscape Plan and Elevations for the Retail Center and the Restaurant.

Conditions:

- TXDOT approval of driveway approaches from SH 205 and FM 550 must be provided to the City Administrator prior to filing the final plat.
- Place a note on the face of the landscape plan that specifies the percentage of landscaping proposed for the project.
- Apply for a specific use permit for the drive through restaurant [SUP required for drive-in/drive-thru restaurant] and obtain City Council consideration prior to submittal of the final plat.

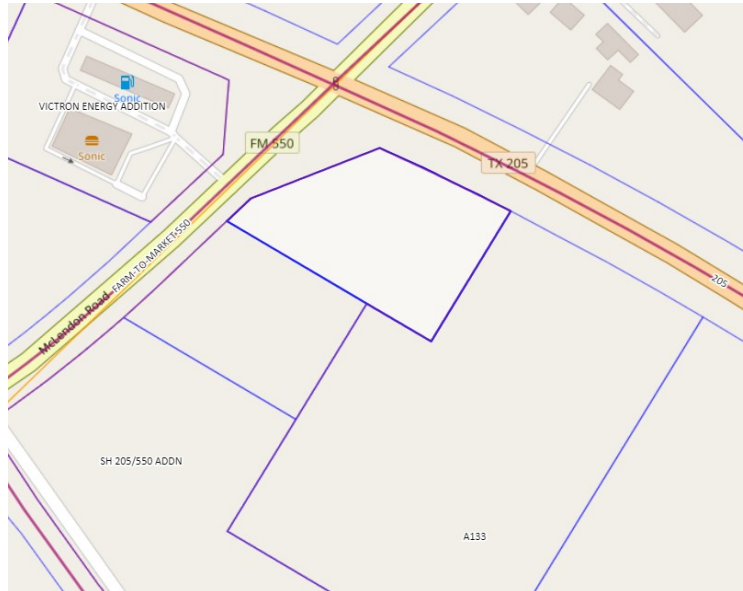
[note: full sized copies of the Site Plan, Landscape plan and Elevations are available at City Hall for inspection]

BACKGROUND INFORMATION:

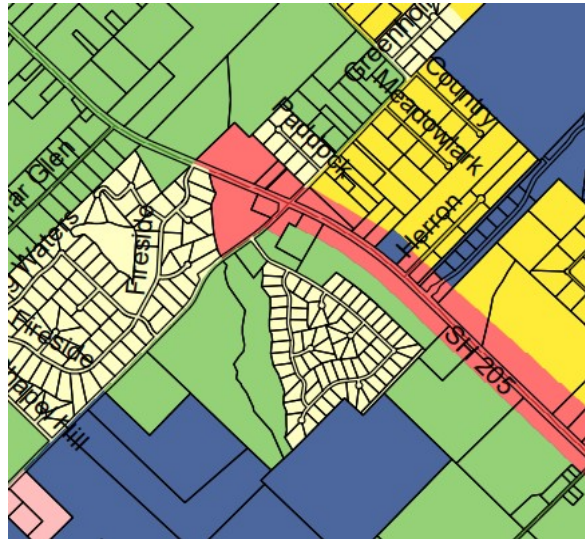
The subject property is a 1.5-acre tract of land located at the south corner of the intersection of SH 205 and FM 550. [Rockwall CAD #101321]. It is being platted to create a building site for the development of a retail shopping facility with a detached drive-thru restaurant. An application for the preliminary plat has been submitted and precedes this application. A specific use permit will be required for the

restaurant and should be considered by the Planning and Zoning Commission and the City Council prior to submittal of the final plat.

Rockwall CAD map showing property



City Zoning map for subject property [Red is General Business Zoning District]



Thoroughfares/streets:

This property fronts both SH 205 and FM 550. Property dedications for the upcoming widening of SH 205 and intersection improvements with FM 550 have been provided. There is an existing access easement providing access to the subject property from FM 550 that is being constructed coincident with the development of this project. Driveway permits from TXDOT are required for the construction of the drives on FM 550 and SH 205.

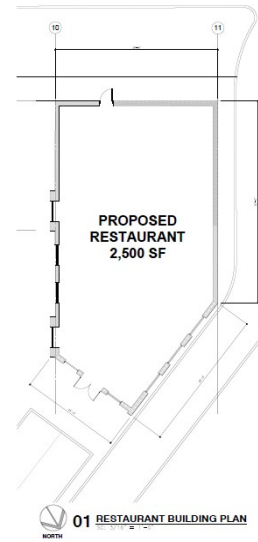
Section 6-1 of the McLendon-Chisholm Zoning Ordinance prescribes the requirements for Site Plans.

Applicant Site Plan

The image contains two architectural elevation drawings of a building labeled '05 RESTAURANT'.

The top drawing is the '05 RESTAURANT - NORTH ELEVATION'. It shows a three-story building. The ground floor features four large windows with white frames and awnings. The second floor has four smaller windows. The third floor has three windows. The building is flanked by two smaller, two-story wings. The central part of the building is flanked by two smaller, two-story wings. The building is flanked by two smaller, two-story wings. The building is flanked by two smaller, two-story wings.

The bottom drawing is the '06 RESTAURANT - WEST ELEVATION'. It shows a three-story building. The ground floor features four large windows with white frames and awnings. The second floor has four smaller windows. The third floor has three windows. The building is flanked by two smaller, two-story wings. The central part of the building is flanked by two smaller, two-story wings. The building is flanked by two smaller, two-story wings. The building is flanked by two smaller, two-story wings.

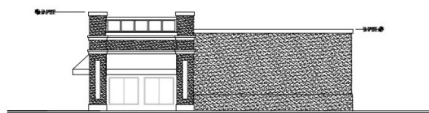
[illegible]

PROPOSED RETAIL
11,000 SF

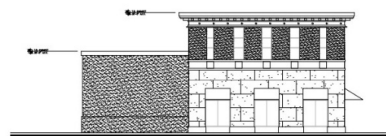
01 RETAIL BUILDING PLAN



01 RETAIL - NORTH ELEVATION
 3/16" = 1'-0"



02 RETAIL - EAST ELEVATION
 3/16" = 1'-0"

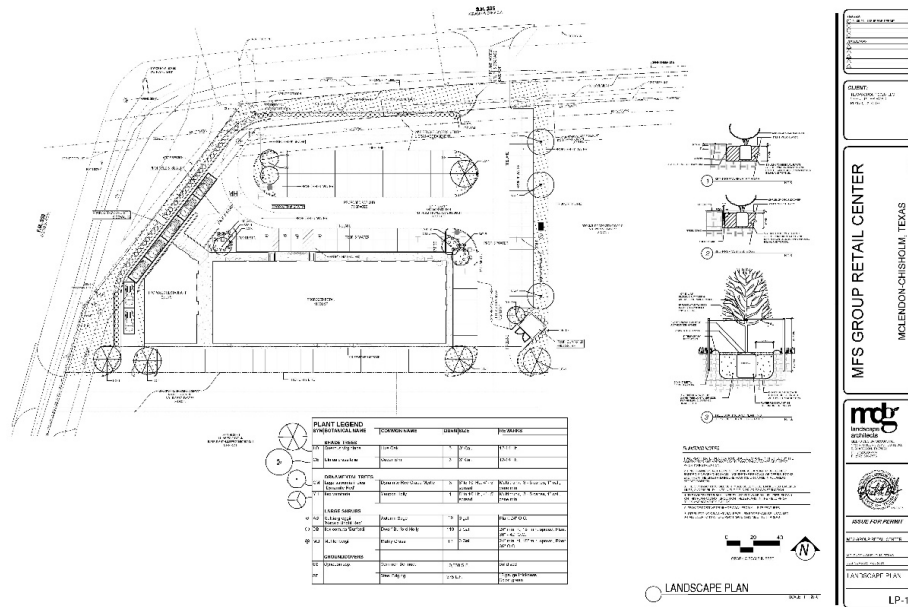


03 RETAIL - WEST ELEVATION
 3/16" = 1'-0"



RETAIL CENTER
 State Hwy 205
 McLendon Chisholm, TX.

LANDSCAPE PLAN



Section 6-10 of the McLendon-Chisholm Zoning Ordinance provides the standards and requirements for landscaping. This application is consistent with the requirements of the Landscape Ordinance.

NO ACTION – SCHEDULE FOR FUTURE AGENDA WHEN CITY PLANNER CAN BE PRESENT.

8.3. Discussion and Public Input regarding a Police Department

No Action

8.4. Review and action regarding appointment to vacant City Council seat.

MOTION: APPOINT FLOYD MCLENDON, JR. TO FILL VACANT SEAT PLACE 4

MADE BY: Council Member McNeal

SECONDED BY: Council Member Woessner

APPROVAL: Unanimous

8.5. Review and direction regarding new employee(s).

Consensus of Council to place a freeze on hiring new employees at this time.

8.6. Discussion and action regarding changing February 14 City Council Meeting to February 13 or 15.

MOTION: RESCHEDULE THE FEBRUARY 14, 2023 REGULAR CITY COUNCIL MEETING TO FEBRUARY 15, 2023.

MADE BY: Council Member Woessner

SECONDED BY: Council Member Tucker

APPROVAL: Unanimous

8.7. Discuss and nominate council member to replace Council Member Kipphut on the Rockwall County Road Consortium, effective immediately upon approval.

Consensus of Council to appoint Council Member Tucker to replace Council Member Kipphut on the Rockwall County Road Consortium, effective immediately.

9. EXECUTIVE SESSION

9.1. Adjourn into Executive Session (Closed Meeting) Pursuant to Texas Gov't Code 551.071(a)(1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: Management Analyst and Planner I-II.

Council adjourned into Executive Session at 8:13 p.m.

9.3. Reconvene Regular Meeting

The regular meeting was reconvened at 8:45 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 – Urged everyone to watch for weather alerts.

11.2. Mayor Pro Tem Woessner – Reported that NTMWD was asking everyone to conserve water as much as possible on Thursday.

11.3. Council Member Kipphut – None

11.4. Council Member Tucker – None

11.5. Council Member McNeal – Reminded everyone that we should be mindful and respectful of all.

12. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 8:56 p.m.

APPROVED:

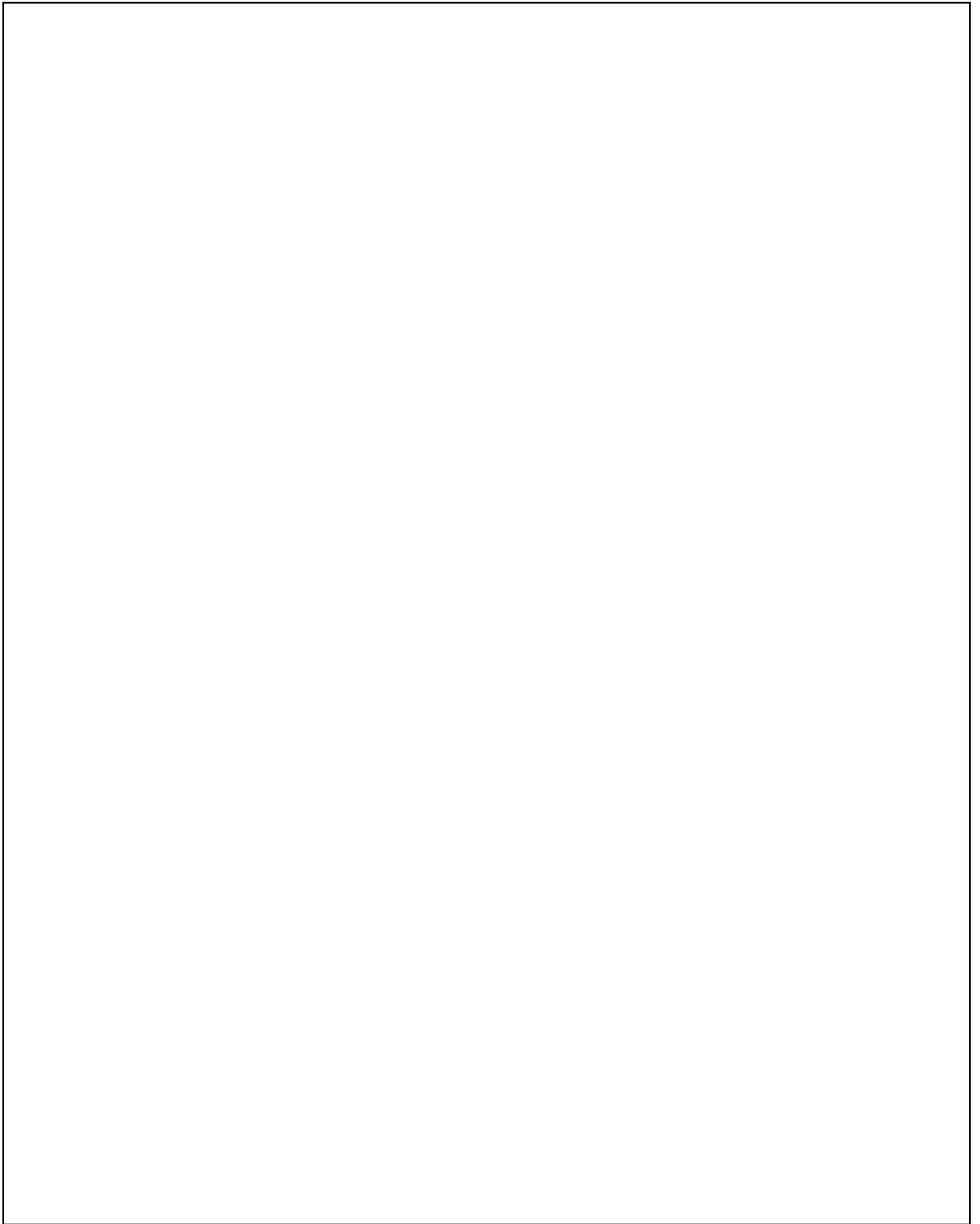
Keith Short, Mayor

ATTEST:

Rochelle Green,

City

Secretary



RESOLUTION NO. 2023-01A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ACCEPTING A PETITION REQUESTING ANNEXATION BY THE LANDOWNER, MC TRILOGY TEXAS, LLC OF APPROXIMATELY 575.143 ACRES 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, IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MCLENDON-CHISHOLM; PROVIDING FOR THE INCORPORATION OF PREMISES; SETTING A PUBLIC HEARING ON THE ANNEXATION FOR MARCH 28, 2023; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICE OF SUCH PUBLIC HEARING PUBLISHED, POSTED ON THE CITY'S WEBSITE AND MAILED AS REQUIRED BY LAW; AUTHORIZING CITY STAFF TO NEGOTIATE A WRITTEN SERVICES AGREEMENT WITH THE LANDOWNER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about December 5, 2022, MC Trilogy Texas, LLC, a Texas limited liability company (the "Owner"), the owner of approximate 575.143 acres 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, in the extraterritorial jurisdiction of the City of McLendon-Chisholm (more specifically described herein by metes and bounds) (the "Property"), filed a written petition (the "Petition") with the City of McLendon-Chisholm, Texas (the "City"), to have the Property annexed into and become a part of the City; and

WHEREAS, the City Council of the City of McLendon-Chisholm, ("City Council"), has found and determined that the Petition is appropriate and that it is in the best interest of the City to accept the Petition and set a public hearing on the institution of annexation of the Property; and

WHEREAS, pursuant to Section 43.0672 of the Local Government Code, the Texas Municipal Annexation Act, the City must first negotiate and enter into a written agreement with the Owner for the provision of services for the Property and include: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the proposed annexation.

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

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. A true and correct copy of the Petition, including the metes and bounds description of the Property, is attached hereto as **Exhibit A**, which is incorporated as if set forth fully herein.

SECTION 3. The City Council hereby accepts the Petition attached as **Exhibit A** requesting the annexation by the City of the Property, as further described by in **Exhibit A**.

SECTION 4. On **March 28, 2023, at 6:30 p.m.** at McLendon-Chisholm City Hall, located at 1371 West FM 550, McLendon-Chisholm, Texas 75032, 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 the Property.

SECTION 5. The City Secretary of the City 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 (20) days, nor less than ten (10) days prior to, the date of such public hearing and to be posted on the City's website not more than twenty (20) days, nor less than ten (10) days prior to, the date of such public hearing and remain posted on the website until the date of the hearing, in accordance with the Act. In addition, the City Secretary shall mail notice as required pursuant to subchapter Z of the Act (Section 43.905).

SECTION 6. Prior to the institution of annexation, City staff is hereby authorized and directed to negotiate a Written Services Agreement with the Owner for the extension of municipal services to the proposed area of annexation, which will be considered by City Council prior to adopting an ordinance annexing the Property.

SECTION 7. The City Council hereby finds, determines and declares that the meeting, at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 8. This Resolution shall be effective from and after its passage as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MCLENDON-CHISHOLM, TEXAS, THIS 15th DAY OF FEBRUARY, 2023.**

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

APPROVED AS TO FORM:

Michael Halla, City Attorney

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

MC Trilogy Texas, LLC, a Texas limited liability company (the "Owner"), the Owner of the property described by metes and bounds and depicted on Exhibit A (the "Property"), hereby requests that the Property be annexed by the City of McLendon-Chisholm, Texas (the "City") in accordance with the terms of, and subject to the satisfaction of the conditions precedent to annexation as agreed to in, that certain Development Agreement between the City and the Owner recorded in the real property records of Rockwall County, Texas on November 10, 2021, as Instrument Number 20210000030761.

EXECUTED this 2nd day of December, 2022.

OWNER:

MC Trilogy Texas, LLC,
a Texas limited liability company

By: 
Phillip Huffines, Managing Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 2, 2022 by Phillip Huffines, Managing Director of MC Trilogy Texas, LLC, a Texas limited liability company on behalf of said company.


Notary Public, State of Texas

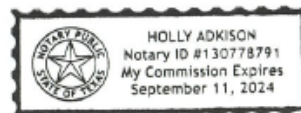


Exhibit A
Metes and Bounds Description and Depiction of the Property

ETJ TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN RABBIT RIDGE ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), AT THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 44°16'29" E a distance of 89.26'to a point for corner;
THENCE N 44°15'17" E a distance of 1492.27'to a point for corner;
THENCE S 45°49'51" E a distance of 3464.03'to a point for corner;
THENCE N 45°15'27" E a distance of 845.37'to a point for corner;
THENCE S 45°20'50" E a distance of 770.32'to a point for corner;
THENCE S 45°52'07" E a distance of 371.76'to a point for corner;
THENCE S 45°39'45" E a distance of 866.70'to a point for corner;
THENCE S 45°04'02" E a distance of 400.01'to a point for corner;
THENCE S 44°19'52" W a distance of 614.77'to a point for corner;
THENCE S 44°19'52" W a distance of 618.71'to a point for corner;
THENCE S 45°40'08" E a distance of 706.56'to a point for corner;
THENCE S 44°23'53" W a distance of 1352.29'to a point for corner;
THENCE S 44°42'29" W a distance of 1349.67'to a point for corner;
THENCE N 45°05'00" W a distance of 30.40'to a point for corner;
THENCE S 68°20'00" W a distance of 151.80'to a point for corner;
THENCE N 88°15'00" W a distance of 274.51'to a point for corner;
THENCE N 88°15'00" W a distance of 102.49'to a point for corner;
THENCE N 87°05'36" W a distance of 499.42'to a point for corner;
THENCE N 88°20'23" W a distance of 365.10'to a point for corner;
THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;

Exhibit A – Page 1

1580.039/353811.3

PAGE 5
1580.039/355791.3

Exhibit A

Metes and Bounds Description and Depiction of the Property

THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;
THENCE N 45°00'00" W a distance of 150.87'to a point for corner;
THENCE N 48°33'57" E a distance of 83.82'to a point for corner;
THENCE N 08°18'57" E a distance of 54.00'to a point for corner;
THENCE N 43°11'03" W a distance of 104.00'to a point for corner;
THENCE N 12°41'03" W a distance of 111.00'to a point for corner;
THENCE N 39°33'57" E a distance of 93.00'to a point for corner;
THENCE S 89°11'03" E a distance of 140.00'to a point for corner;
THENCE N 33°48'57" E a distance of 108.00'to a point for corner;
THENCE N 81°48'57" E a distance of 98.00'to a point for corner;
THENCE N 13°18'57" E a distance of 143.00'to a point for corner;
THENCE N 61°11'03" W a distance of 57.00'to a point for corner;
THENCE N 44°56'03" W a distance of 123.00'to a point for corner;
THENCE N 08°56'03" W a distance of 57.00'to a point for corner;
THENCE N 86°18'57" E a distance of 129.00'to a point for corner;
THENCE N 40°03'57" E a distance of 128.00'to a point for corner;
THENCE N 57°03'57" E a distance of 110.00'to a point for corner;
THENCE N 69°48'57" E a distance of 81.15'to a point for corner;
THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;
THENCE N 40°35'51" W A DISTANCE OF 1575.68' TO THE POINT OF BEGINNING, CONTAINING
19,245,590.6 SQUARE FEET, OR 441.818 ACRES OF LAND MORE OR LESS.

ETJ TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN PULLEN ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), AT THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

Exhibit A – Page 2

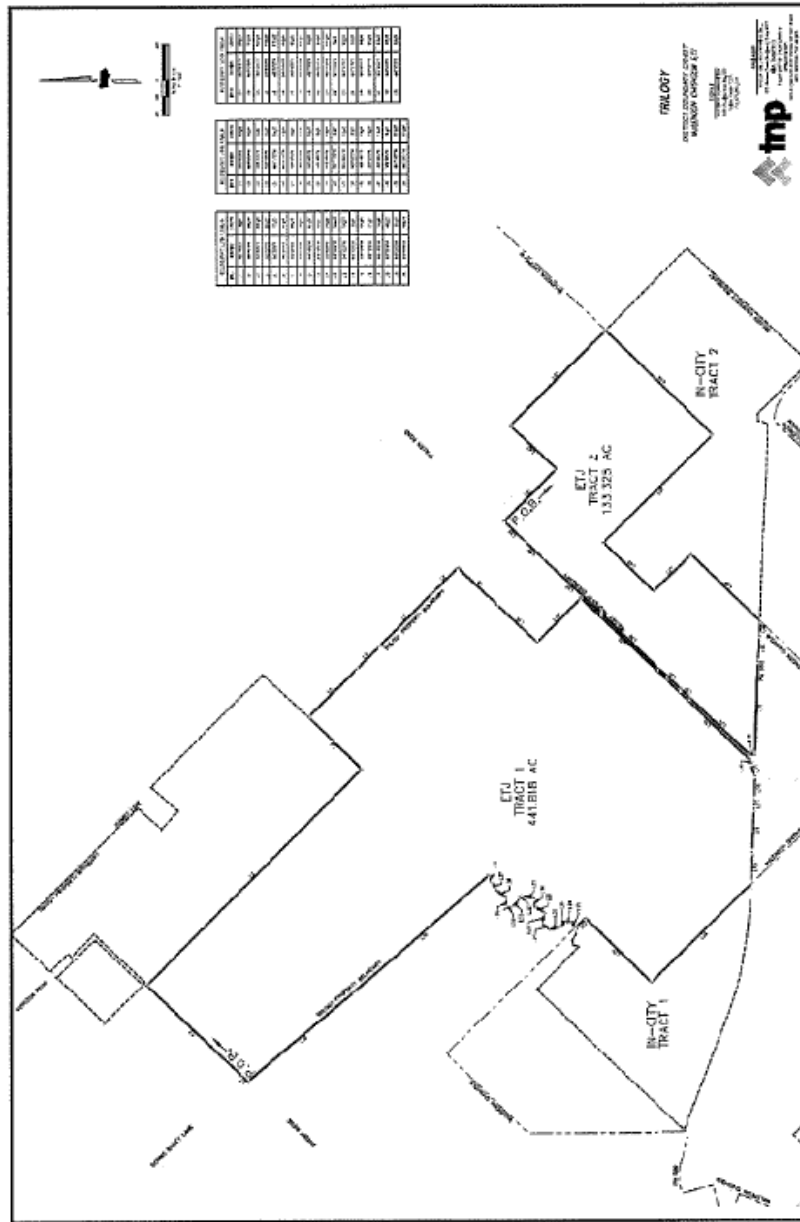
1580.039\353811.3

PAGE 6
1580.039\355791.3

Exhibit A
Metes and Bounds Description and Depiction of the Property

THENCE S 45°52'07" E a distance of 836.75' to a point for corner;
THENCE N 44°13'38" E a distance of 717.19' to a point for corner;
THENCE S 45°44'07" E a distance of 1529.00' to a point for corner;
THENCE S 45°00'00" W a distance of 1708.95' to a point for corner;
THENCE N 45°00'00" W a distance of 1750.00' to a point for corner;
THENCE S 45°00'00" W a distance of 800.00' to a point for corner;
THENCE S 45°00'00" E a distance of 600.00' to a point for corner;
THENCE S 45°00'00" W a distance of 1092.91' to a point for corner;
THENCE N 88°13'09" W a distance of 163.88' to a point for corner;
THENCE N 86°06'41" W a distance of 301.66' to a point for corner;
THENCE N 88°15'00" W a distance of 1073.00' to a point for corner;
THENCE N 01°45'00" E a distance of 65.55' to a point for corner;
THENCE N 44°34'36" E a distance of 928.59' to a point for corner;
THENCE N 44°31'40" E a distance of 151.79' to a point for corner;
THENCE N 43°28'23" E a distance of 346.55' to a point for corner;
THENCE N 44°43'11" E a distance of 901.86' to a point for corner;
THENCE N 44°06'02" E a distance of 914.03' to a point for corner;
THENCE N 44°44'29" E a distance of 285.28' to a point for corner;
THENCE N 45°50'03" E A DISTANCE OF 322.68' TO THE POINT OF BEGINNING, CONTAINING
5,807,645.3 SQUARE FEET, OR 133.325 ACRES OF LAND MORE OR LESS.

Exhibit A
Metes and Bounds Description and Depiction of the Property



PETITION FOR ANNEXATION

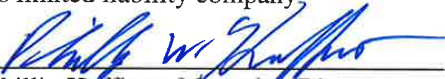
TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

MC Trilogy Texas, LLC, a Texas limited liability company (the "Owner"), the Owner of the property described by metes and bounds and depicted on Exhibit A (the "Property"), hereby requests that the Property be annexed by the City of McLendon-Chisholm, Texas (the "City") in accordance with the terms of, and subject to the satisfaction of the conditions precedent to annexation as agreed to in, that certain Development Agreement between the City and the Owner recorded in the real property records of Rockwall County, Texas on November 10, 2021, as Instrument Number 20210000030761.

EXECUTED this 2nd day of December, 2022.

OWNER:

MC Trilogy Texas, LLC,
a Texas limited liability company

By: 
Phillip Huffines, Managing Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 2, 2022 by Phillip Huffines, Managing Director of MC Trilogy Texas, LLC, a Texas limited liability company on behalf of said company.


Notary Public, State of Texas

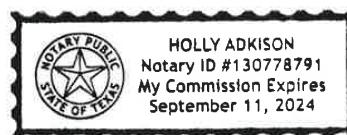


Exhibit A
Metes and Bounds Description and Depiction of the Property

ETJ TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN RABBIT RIDGE ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), AT THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 44°16'29" E a distance of 89.26'to a point for corner;

THENCE N 44°15'17" E a distance of 1492.27'to a point for corner;

THENCE S 45°49'51" E a distance of 3464.03'to a point for corner;

THENCE N 45°15'27" E a distance of 845.37'to a point for corner;

THENCE S 45°20'50" E a distance of 770.32'to a point for corner;

THENCE S 45°52'07" E a distance of 371.76'to a point for corner;

THENCE S 45°39'45" E a distance of 866.70'to a point for corner;

THENCE S 45°04'02" E a distance of 400.01'to a point for corner;

THENCE S 44°19'52" W a distance of 614.77'to a point for corner;

THENCE S 44°19'52" W a distance of 618.71'to a point for corner;

THENCE S 45°40'08" E a distance of 706.56'to a point for corner;

THENCE S 44°23'53" W a distance of 1352.29'to a point for corner;

THENCE S 44°42'29" W a distance of 1349.67'to a point for corner;

THENCE N 45°05'00" W a distance of 30.40'to a point for corner;

THENCE S 68°20'00" W a distance of 151.80'to a point for corner;

THENCE N 88°15'00" W a distance of 274.51'to a point for corner;

THENCE N 88°15'00" W a distance of 102.49'to a point for corner;

THENCE N 87°05'36" W a distance of 499.42'to a point for corner;

THENCE N 88°20'23" W a distance of 365.10'to a point for corner;

THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;

Exhibit A
Metes and Bounds Description and Depiction of the Property

THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;
THENCE N 45°00'00" W a distance of 150.87'to a point for corner;
THENCE N 48°33'57" E a distance of 83.82'to a point for corner;
THENCE N 08°18'57" E a distance of 54.00'to a point for corner;
THENCE N 43°11'03" W a distance of 104.00'to a point for corner;
THENCE N 12°41'03" W a distance of 111.00'to a point for corner;
THENCE N 39°33'57" E a distance of 93.00'to a point for corner;
THENCE S 89°11'03" E a distance of 140.00'to a point for corner;
THENCE N 33°48'57" E a distance of 108.00'to a point for corner;
THENCE N 81°48'57" E a distance of 98.00'to a point for corner;
THENCE N 13°18'57" E a distance of 143.00'to a point for corner;
THENCE N 61°11'03" W a distance of 57.00'to a point for corner;
THENCE N 44°56'03" W a distance of 123.00'to a point for corner;
THENCE N 08°56'03" W a distance of 57.00'to a point for corner;
THENCE N 86°18'57" E a distance of 129.00'to a point for corner;
THENCE N 40°03'57" E a distance of 128.00'to a point for corner;
THENCE N 57°03'57" E a distance of 110.00'to a point for corner;
THENCE N 69°48'57" E a distance of 81.15'to a point for corner;
THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;
THENCE N 40°35'51" W A DISTANCE OF 1575.68' TO THE POINT OF BEGINNING, CONTAINING
19,245,590.6 SQUARE FEET, OR 441.818 ACRES OF LAND MORE OR LESS.

ETJ TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN PULLEN ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), AT THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

Exhibit A
Metes and Bounds Description and Depiction of the Property

THENCE S 45°52'07" E a distance of 836.75' to a point for corner;
THENCE N 44°13'38" E a distance of 717.19' to a point for corner;
THENCE S 45°44'07" E a distance of 1529.00' to a point for corner;
THENCE S 45°00'00" W a distance of 1708.95' to a point for corner;
THENCE N 45°00'00" W a distance of 1750.00' to a point for corner;
THENCE S 45°00'00" W a distance of 800.00' to a point for corner;
THENCE S 45°00'00" E a distance of 600.00' to a point for corner;
THENCE S 45°00'00" W a distance of 1092.91' to a point for corner;
THENCE N 88°13'09" W a distance of 163.88' to a point for corner;
THENCE N 86°06'41" W a distance of 301.66' to a point for corner;
THENCE N 88°15'00" W a distance of 1073.00' to a point for corner;
THENCE N 01°45'00" E a distance of 65.55' to a point for corner;
THENCE N 44°34'36" E a distance of 928.59' to a point for corner;
THENCE N 44°31'40" E a distance of 151.79' to a point for corner;
THENCE N 43°28'23" E a distance of 346.55' to a point for corner;
THENCE N 44°43'11" E a distance of 901.86' to a point for corner;
THENCE N 44°06'02" E a distance of 914.03' to a point for corner;
THENCE N 44°44'29" E a distance of 285.28' to a point for corner;
THENCE N 45°50'03" E A DISTANCE OF 322.68' TO THE POINT OF BEGINNING, CONTAINING
5,807,645.3 SQUARE FEET, OR 133.325 ACRES OF LAND MORE OR LESS.

TRULOGY
 DISTRICT PROPERTY CHART
 MUDWORTH CHURCH ETJ

tmpr
 The Map & Planning Resource
 10000 10th Avenue, Suite 100
 Denver, CO 80231
 Phone: 303.733.1000
 Fax: 303.733.1001
 Email: info@tmpr.com
 Website: www.tmpr.com

ETJ TRACT 1		ETJ TRACT 2		IN-CITY TRACT 1		IN-CITY TRACT 2	
Parcel	Acreage	Parcel	Acreage	Parcel	Acreage	Parcel	Acreage
1	1.00	1	1.00	1	1.00	1	1.00
2	1.00	2	1.00	2	1.00	2	1.00
3	1.00	3	1.00	3	1.00	3	1.00
4	1.00	4	1.00	4	1.00	4	1.00
5	1.00	5	1.00	5	1.00	5	1.00
6	1.00	6	1.00	6	1.00	6	1.00
7	1.00	7	1.00	7	1.00	7	1.00
8	1.00	8	1.00	8	1.00	8	1.00
9	1.00	9	1.00	9	1.00	9	1.00
10	1.00	10	1.00	10	1.00	10	1.00
11	1.00	11	1.00	11	1.00	11	1.00
12	1.00	12	1.00	12	1.00	12	1.00
13	1.00	13	1.00	13	1.00	13	1.00
14	1.00	14	1.00	14	1.00	14	1.00
15	1.00	15	1.00	15	1.00	15	1.00
16	1.00	16	1.00	16	1.00	16	1.00
17	1.00	17	1.00	17	1.00	17	1.00
18	1.00	18	1.00	18	1.00	18	1.00
19	1.00	19	1.00	19	1.00	19	1.00
20	1.00	20	1.00	20	1.00	20	1.00
21	1.00	21	1.00	21	1.00	21	1.00
22	1.00	22	1.00	22	1.00	22	1.00
23	1.00	23	1.00	23	1.00	23	1.00
24	1.00	24	1.00	24	1.00	24	1.00
25	1.00	25	1.00	25	1.00	25	1.00
26	1.00	26	1.00	26	1.00	26	1.00
27	1.00	27	1.00	27	1.00	27	1.00
28	1.00	28	1.00	28	1.00	28	1.00
29	1.00	29	1.00	29	1.00	29	1.00
30	1.00	30	1.00	30	1.00	30	1.00
31	1.00	31	1.00	31	1.00	31	1.00
32	1.00	32	1.00	32	1.00	32	1.00
33	1.00	33	1.00	33	1.00	33	1.00
34	1.00	34	1.00	34	1.00	34	1.00
35	1.00	35	1.00	35	1.00	35	1.00
36	1.00	36	1.00	36	1.00	36	1.00
37	1.00	37	1.00	37	1.00	37	1.00
38	1.00	38	1.00	38	1.00	38	1.00
39	1.00	39	1.00	39	1.00	39	1.00
40	1.00	40	1.00	40	1.00	40	1.00
41	1.00	41	1.00	41	1.00	41	1.00
42	1.00	42	1.00	42	1.00	42	1.00
43	1.00	43	1.00	43	1.00	43	1.00
44	1.00	44	1.00	44	1.00	44	1.00
45	1.00	45	1.00	45	1.00	45	1.00
46	1.00	46	1.00	46	1.00	46	1.00
47	1.						



City of McLendon-Chisholm
Staff Report

Date:

February 20, 2023

Agenda Item:

Consent Calendar – Inframark Usage of Central Bank Lockbox and Payments

Background:

The City of MC has contracted out with Inframark Water Infranstructure Operations to handle all of the billing and collections of our sanitary sewer process.

Inframark has done a great job in handling this contract.

Currently Inframark is changing their Bank of Account to Central Bank and will be holding all of the payments, deposits with this bank.

A housekeeping measure is needed – thus the resolution – to allow Central Bank to be their/our bank for this service.

Attorney Review: YES, Our city attorney has reviewed the resolution and approved its use

Resolution No. 2023-02
Approved 02.22.2023

**CITY OF MCLENDON-CHISHOLM
RESOLUTION NO. 2023-02**

**A RESOLUTION APPROVING CENTRAL BANK'S
ELECTRONIC LOCKBOX PAYMENT SERVICES FOR CITY
CUSTOMERS**

THE STATE OF TEXAS

COUNTY OF ROCKWALL

WHEREAS, the City Council of City of McLendon-Chisholm (the "City") desires to permit additional forms of payment for City water and sewer bills as a convenience to its customers, including but not limited to, electronic funds transfers from customers' accounts and internet payments using a customer's financial institution's on-line bill payment system, (the "Electronic Lockbox Services", a/k/a ELB Services); and

WHEREAS, the City desires to secure the ELB Services through Central Bank; and

WHEREAS, the City desires to contract with Central Bank, pursuant to the terms of a processing agreement ("Processing Agreement"), for Central Bank to perform for the City certain processing services related to the ELB Services; and

WHEREAS, the City desires to have certain of the ELB Services available from Central Bank, through third party vendors, specifically, online check and internet bill payment services available at a City's customer's financial institution (the "Check Elimination Services"); and

WHEREAS, the Check Elimination Services are currently made available under a Third Party Electronic Payment Delivery Agreement ("Third Party EPDA") between Fiserv Solutions, Inc. ("Fiserv"), FIS Biller Direct, others and Central Bank; and

WHEREAS, the Processing Agreement also details (i) the City's obligations to Central Bank with respect to the ELB Services and, (ii) the City's authorization of Central Bank to perform certain functions in connection with the ELB Services; and

WHEREAS, the City acknowledges that Central Bank may offer the ELB Services through various third party vendors so long as the City's obligations with respect thereto will not differ from its obligations with respect to the ELB Services as detailed in the Processing Agreement;

WHEREAS, the City also desires to appoint Central Bank to act as its agent with respect to execution of an Agent Authorization Agreement with FiServ, which approves FiServ sending the payment(s) settlement by ACH to the City's Central Bank checking account and instructs FiServ to send the remittance data to Central Bank in accordance with the Electronic Payment Delivery Agreement between Central Bank and FiServ; and

WHEREAS, Central Bank, subject to the terms of the various agreements associated with the ELB Services that are to be entered or have been entered into by Central Bank, as listed above,

Resolution No. 2023-02
Approved 02.22.2023

has represented and agreed that the ELB Services will be available to the City and its customers

Resolution No. 2023-02
Approved 02.22.2023

for a one (1) year term, and may be renewed, by mutual agreement among Central Bank, the City and/or third party vendors, as applicable, for successive one year periods; and

WHEREAS, Central Bank has represented to the City that the cost to the City ("City Fees") and its customers ("Customer Fees") for the various ELB Services are as set forth on Schedule One to these resolutions, subject to amendment from time to time as provided in the agreements associated with each of the ELB Services; and

WHEREAS, Central Bank has represented that all Customer Fees shall be separate from City receipts and that City receipts will not be diminished by Customer Fees; and

WHEREAS, Central Bank has represented that funds collected utilizing the ELB Services (separate from any Customer Fees) on behalf of the City must be deposited in an active Central Bank account which will be governed by all relevant provisions of Texas law applicable to public funds; and

WHEREAS, the City has engaged Inframark, LLC (the "Operator") to provide monthly billing, collection, and other services ("Collection Services") for the City pursuant to a service agreement and Operator will continue to provide Collection Services in conjunction with the ELB Services and will coordinate as necessary with Central Bank and other third party vendors; and

WHEREAS, the City has assumed certain obligations regarding provision of the ELB Services, which obligations the Operator will assume as part of its Collection Services for the City pursuant to an Addendum to Operator Service Agreement ("Operator Addendum") with the City.

NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF City of McLendon-Chisholm THAT:

Section 1: The City Council of the City (the "Council") hereby approves the offering of the ELB Services to its customers through Central Bank, FiServ Solutions f/k/a CheckFreeDirect, and other third party vendors that are acceptable to Central Bank, and their respective authorized agents, vendors, retailers and/or processors, and the City hereby authorizes the payment of City Fees to Central Bank for the ELB Services, and consents to Central Bank and FiServ conditioning a City's customer's access and use of the ELB Services on the customer paying the Customer Fees associated with any ELB Services selected by the City customer; provided, however, that neither Central Bank, FiServ, nor any other third party shall have any lien or security interest whatsoever on any City accounts, funds, or property as a result of the ELB Services provided.

Section 2: The Council hereby appoints Central Bank to act as its agent in the procurement of the ELB Services and authorizes and directs Central Bank to perform all other necessary actions to provide the ELB Services to the City and City customers; provided, however, that Central Bank shall have no authority to bind the City to any terms contrary to representations made by Central Bank to the City and recited herein.

Resolution No. 2023-02
Approved 02.22.2023

Section 3: The Council hereby authorizes and directs its officers and consultants to provide the necessary Central Bank account information to Central Bank and, if the City does not have a depository operating account at Central Bank, to open a depository operating account or a non-interest bearing clearing account with Central Bank with a balance minimum to cover return items prior to the commencement of the ELB Services. If the Central Bank checking account is used as a "clearing account", then the clearing account must be governed by the same terms and conditions of all Central Bank public fund checking accounts and in accordance with Texas law governing the use of public funds.

Section 4: The Council hereby authorizes the execution and delivery of the Processing Agreement and Operator Addendum, the form, terms and provisions of which and the documents referenced therein being hereby authorized and approved, and authorizes and directs its officers to execute and deliver the Processing Agreement and Operator Addendum on behalf of the Council.

Section 5: The Council hereby authorizes and directs the City's officers to provide Central Bank from time to time with the names and titles of the City's officers, attorneys and other consultants who are authorized to act for the City in the City's performance of its obligations to Central Bank under the terms of the Processing Agreement, including but not limited to, the authorization of the Operator to act for the City in the resolution of any discrepancies that may arise between City and customer records.

Section 6: The Council hereby authorizes and directs the City's officers to execute all other documents and authorizes and directs its officers, attorneys, and other consultants to take all actions necessary to accomplish the purposes of this Resolution.

Section 7: This Resolution constitutes official action by the City Council of the City concerning the foregoing matters and shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this _____ day of _____, 20_____.

City of McLendon-Chisholm

BY: _____

Name & Title

ATTEST:

Name & Title

Resolution No. 2023-02
Approved 02.22.2023

Central Bank – Electronic Lockbox Service Fees
Schedule One

CITY FEES:

ELB Services Return Item Processing Fee

- \$7.50 per return item processed, subject to future increase.
- Fees may be amended from time to time with 30 days written notice.

CUSTOMER FEES:

Check Elimination

Online Check and Internet Bill Payment Through Customer's Financial Institution

- No fee

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

I, the undersigned officer of the City Council of City of McLendon-Chisholm (the "City"), do hereby certify as follows:

1. The City Council of the City, (the "Council") convened in regular session on the _____ day of _____, 20__, and the roll was called of the duly constituted officers and members of the Council, to-wit:

_____	Mayor
_____	Mayor Pro Tem
_____	Council Member
_____	Council Member
_____	Council Member
_____	Council Member

and all of said persons were present except Council(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**RESOLUTION APPROVING CENTRAL BANK'S ELECTRONIC LOCKBOX PAYMENT SERVICES
FOR CITY CUSTOMERS**

was introduced for the consideration of the Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Council's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that the public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the _____ day of _____, 20__.

Secretary, City Council

(SEAL)

ADDENDUM TO OPERATOR SERVICE AGREEMENT

This Addendum to Operator Service Agreement ("Operator Addendum") is entered into as of this _____ day of _____, 20____, by and between the City of McLendon-Chisholm, a political subdivision of the State of Texas ("City") and INFRAMARK, LLC. ("Operator"), a Texas limited liability company duly organized under the laws of and authorized to do business in the State of Texas.

WHEREAS, Central Bank ("Central Bank") has entered into Vendor Agreements with FiServ Solutions Inc. ("FiServ") to provide means by which residents of the City ("Customers") can pay their water and sewer bills, including but not limited to, "Check Elimination Services" (online check and internet payments using a customer's financial institution's on-line bill payment system), (the "ELB Services"); and

WHEREAS, the City has entered into a Processing Agreement with Central Bank, whereby (i) the City agrees to perform certain functions in connection with the ELB Services, and (ii) Central Bank will perform for the City certain processing services in connection with the ELB Services that would otherwise be required of the City in connection with the ELB Services; and

WHEREAS, the City acknowledges that Central Bank may offer the ELB Services through various third party vendors so long as the City's obligations with respect thereto will not differ from its obligations as detailed in the Processing Agreement; and

WHEREAS, the Operator currently provides monthly billing, collection, and other services ("Collection Services") for the City pursuant to a professional services agreement and will continue to do so; and

WHEREAS, pursuant to the Processing Agreement, the City has assumed certain obligations regarding provision of the ELB Services, which obligations the Operator will assume as part of its Collection Services for the City; and

WHEREAS, the City and the Operator agree that the Operator will benefit from the City's provision of the ELB Services to its Customers through more efficient performance of its Collection Services; and

WHEREAS, the Operator is willing to assume certain of those obligations on the terms and conditions set forth in this Operator Addendum.

NOW, THEREFORE, in consideration of the representations, promises, covenants and obligations contained herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. PROCESSING AGREEMENT WITH CENTRAL BANK

Section 1.1 Pursuant to the terms of the Processing Agreement, Operator agrees:

- (1) To review promptly all reports provided by Central Bank pursuant to the Processing Agreement and to promptly report to Central Bank any errors identified by Operator in any such report;
- (2) To develop and implement procedures to insure the Operator's compliance with all laws and regulations applicable to the Operator in its performance of processing services on behalf of the City pursuant to this Operator Addendum; and

Section 1.2 In connection with the ELB Services, specifically, check elimination (online check and internet bill payment) services available at a Customer's financial institution, and the City's related duties as described in the Processing Agreement, Operator agrees to:

- (1) Process payments and the relevant data associated with the payment as soon as reasonably possible after the funds and relevant data have been transmitted by Central Bank to the Operator on behalf of the City;
- (2) To verify the Customer's relevant data prior to conversion to an electronic transaction;
- (3) Notify Central Bank as soon as reasonably possible if the data file fails to post; and
- (4) Notify Central Bank in the event any Customer payment received is not credited to the applicable account.

ARTICLE II. GENERAL TERMS

Section 2.1 *Term.* This Operator Addendum shall continue in force and effect so long as the Processing Agreement remains in force and effect unless (i) terminated by mutual written agreement of the City and the Operator or, (ii) the Operator is replaced by another operator pursuant to a new service agreement with the City.

Section 2.2 *Modification.* This Operator Addendum shall be subject to change or modification only with the written mutual consent of the City and the Operator.

Section 2.3 *Severability.* The provisions of this Operator Addendum are severable, and if any provision or part of this Operator Addendum or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Operator Addendum and the application of such provision or part of this Operator Addendum to other persons or circumstances shall not be affected thereby.

Resolution No. 2023-02
Approved 02.22.2023

IN WITNESS WHEREOF, the City and the Operator have executed this Operator Addendum in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

City of McLendon-Chisholm

INFRAMARK, LLC.

BY:

BY:

Print Name & Title

Print Name & Title

ATTEST BY:

Name & Title

PROCESSING AGREEMENT WITH CENTRAL BANK

This Processing Agreement is executed on _____, 20____
("Effective Date"), by and between the City of McLendon-Chisholm, a political subdivision of the State of Texas (the "City"), and Central Bank ("Central Bank"), a Bank organized and existing under the laws of the State of Texas. The City and Central Bank are in good standing with the State of Texas, and are authorized to enter into and engage in this Processing Agreement.

WHEREAS, the City desires to have available from Central Bank, through third party vendors, (i) "Check Elimination Services" (online check and internet bill payment services available at a City's customer's financial institution) (the "ELB Services"); and

WHEREAS, the ELB Services are currently made available under a Third Party Electronic Payment Delivery Agreement ("TPE Agreement") between FiServ Solutions, Inc. ("FiServ"), and Central Bank; and

WHEREAS, in connection with the ELB Services, the City will assume certain obligations and authorize Central Bank to perform certain functions, as detailed herein; and

WHEREAS, the City acknowledges that Central Bank may offer the ELB Services through various third party vendors so long as the City's obligations with respect thereto will not differ from its obligations detailed hereinafter with respect to the ELB Services.

WHEREAS, City acknowledges that it has or will open a depository operating account or a non-interest bearing checking account at Central Bank with a balance minimum to cover return items prior to the commencement of the ELB Services.

NOW, THEREFORE, in consideration of the representations, promises, covenants and obligations contained herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DELIVERY OF DOCUMENTS

SECTION 1.1 *Delivery.* The City shall deliver to Central Bank original executed copies of each of the following documents as soon as possible following the execution of this Processing Agreement by the City:

- (a) This Processing Agreement;
- (b) Operator Addendum; and
- (c) City Council' Resolution(s) certified by the Secretary of the City authorizing: the execution and delivery of this Processing Agreement and the provision of the names and specimen signatures of the individuals specifically authorized to act on behalf of the City in connection with matters arising under this Processing Agreement.

Until the documents listed in this Section 1.1 are delivered to the Bank, Central Bank has no obligation to perform ELB Services for the City under the terms of this Processing Agreement.

SECTION 1.2 *The City to Furnish Documents.* The City agrees to furnish Central Bank, from time to time, copies of all amendments of and supplements to, or otherwise current versions of all City Council' resolutions modifying the resolutions affecting this Processing Agreement delivered to Central Bank pursuant to Section 1.1 hereof, and Central Bank is authorized to act on the most recent versions of the City Council' resolutions provided to Central Bank until Central Bank receives a copy of any amendments, modifications and/or supplements to such resolutions.

ARTICLE II. EXPENSES

SECTION 2.1 *Fees Paid to Central Bank.* For the ELB Services, the City will pay to Central Bank the fees set forth in Schedule A — Processing Agreement City Fees attached to this Processing Agreement.

SECTION 2.2 *Expenses Paid by the City.* All expenses of the City incurred by the City in carrying out its responsibilities under this Processing Agreement shall be paid by the City, including but not limited to the following:

- (a) Taxes, if any, and any preparation of documents incidental or related to taxes; and
- (b) Legal, audit, and accounting expenses.

ARTICLE III. ELB SERVICES

SECTION 3.1 *Instructions and Reliance.* For purposes of this Processing Agreement, the term "Entries" shall have the meaning provided in the National Automated Clearing House Association Rules and shall also mean the data received from the City under this Processing Agreement from which Entries are prepared and processed. For purposes of this Processing Agreement, the term "instructions" means written directions given to Central Bank by or on behalf of the City Council of the City, concerning the ELB Services Entries. Central Bank shall be deemed to have received instructions from the City Council upon receipt of written directions (including receipt by telecopier, telegram, cable, facsimile or telex), which may be continuing directions adopted by the City Council of the City or by a person listed in Section 3.2 of this Processing Agreement whom the City Council shall have authorized to give the particular class of instructions in question. Different persons may be authorized in Section 3.2 to give instructions for different purposes, and instructions may be general or specific in terms; however, if instructions are given in general terms, and a dispute arises as to actions taken by Central Bank and reasonable reliance upon such instructions then, as between the City and Central Bank, any ambiguity in instructions shall be construed against the City.

SECTION 3.2 *Authorized Individuals.* The following individuals listed, as amended from time to time, are authorized to initiate, correct, and/or delete Entries related to the ELB Services and/or instruct Central Bank to take other actions with respect to the matters governed by this Processing Agreement. City may amend authorized individuals by providing Central Bank with a new list of authorized individuals signed by the City. Such amendment becomes effective upon receipt by Central Bank.

CHECKING ACCOUNT: _____

	AUTHORIZED NAME	AUTHORIZED SIGNATURE	PHONE NUMBER/EMAIL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

SECTION 3.3 Duties of City. In connection with the offering of ELB Services through Central Bank, the City agrees to perform certain functions:

In connection with check elimination services (online check and internet bill payment services available at a City's customer's financial institution), the City agrees:

- i. to maintain sufficient funds to effect electronic debits for the reversal of any payment;
- ii. to process payments and the relevant data associated with the payment as soon as reasonable possible after the funds and relevant data have been transmitted by Central Bank to the City;
- iii. to notify Central Bank as soon as reasonably possible if the data file fails to post; and
- iv. to notify Central Bank in the event any customer payment received is not credited to the applicable account.

SECTION 3.4 Central Bank Authorization. In connection with the ELB Services, the City hereby authorizes Central Bank to perform certain functions:

With respect to the check elimination services at a City customer's financial institution, Central Bank is authorized to:

- i. provide a service that permits the on-line check vendor to convert a customer authorized debit payment from a paper transaction to an electronic ACH credit transaction to post to the City's account at Central Bank;
- ii. convert payment record information to an electronic posting file;
- iii. provide service providers deposit account and transaction information;
- iv. conduct general business pertinent to facilitate electronic delivery and settlement of ACH checks and/or payment records;
- v. accept receipt of the data file and ACH funds file; and
- vi. have authority related to deposits and reversibility of the ACH file and/or any transactions specific to online check and internet bill payment including, to receive ACH credits on behalf of the City from vendors and, in the event of a non-payment item, to debit the City's account for the prior deposit of such item.

ARTICLE IV. INDEMNITIES

SECTION 4.1 *INDEMNITIES.*

(a) Subject to Sections 4.2 and 4.3 hereof and to the fullest extent allowed by law, the City agrees to defend, indemnify and hold harmless Central Bank, and its Council, officers, employees and/or agents ("Central Bank Indemnified Parties") from and against any and all claims, liabilities, demands, actions, suits, costs, fees, attorneys' fees, collection costs, court costs, expenses, losses, and damages of any and every kind arising out of, resulting from or attributed, directly or indirectly, to the City's breach of its obligations under this Processing Agreement.

(b) Subject to Sections 4.2 and 4.3 hereof and to the fullest extent allowed by law, Central Bank agrees to defend, indemnify and hold harmless the City, and its Council, officers, employees and/or agents ("City Indemnified Parties") from and against any and all claims, liabilities, demands, actions, suits, costs, fees, attorneys' fees, collection costs, court costs, expenses, losses, and damages of any and every kind arising out of, resulting from or attributed, directly or indirectly, to Central Bank's breach of its obligations under this Processing Agreement.

(c) Nothing contained herein shall be interpreted or construed as a waiver of the City's rights to governmental immunity.

Section 4.2. *Damages.* Central Bank and City agree that each party will exercise reasonable care in the performance of their respective obligations under this Processing Agreement and that each party will comply with all applicable law and regulations. A party shall be liable only for loss due to its breach of its obligations under this Processing Agreement. Neither party, however, shall be liable for loss due to inaccurate or untimely information provided by the other.

Section 4.3. *Limitations of Warranties.* EXCEPT AS PROVIDED IN THIS PROCESSING AGREEMENT, NEITHER CENTRAL BANK NOR CITY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OF THEIR DUTIES HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

ARTICLE V. TERM AND TERMINATION

SECTION 5.1 *Term.* Except as provided in Section 5.2 hereof, this Processing Agreement is for a term of one (1) year from the Effective Date hereof. This Processing Agreement shall renew at the expiration of the initial term and shall renew automatically for additional one (1) year terms, unless not less than sixty (60) days prior to such expiration of the applicable term Central Bank or City shall have sent the other party written notice of its intention that this Processing Agreement should expire on such expiration of the applicable term. Notwithstanding the foregoing, and except as otherwise provided in this paragraph, either Central Bank or City may terminate this Processing Agreement on thirty (30) days prior written notice to the other party if a party fails, in any material respect, to comply with the terms of this Processing Agreement, unless the party in default remedies such default during the thirty (30) day period, or if such default cannot be remedied during such thirty (30) day period, the defaulting party takes reasonable steps to remedy such default during the thirty (30) day period, thereafter diligently and continuously continues its efforts to remedy such default, and the defaulting party actually remedies such default within sixty (60)

days of the original written notice of default to the defaulting party. Notwithstanding the foregoing, if either party shall cease doing business, or becomes insolvent or becomes a party to any bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, then this Processing Agreement shall terminate immediately. In addition, if after the Effective Date of this Processing Agreement, any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters the ability of either party to perform hereunder, the applicable party shall have the right to terminate this Processing Agreement upon thirty (30) days written notice to the other party. A party's decision not to terminate this Processing Agreement promptly after the occurrence of one of the aforementioned events does not constitute a waiver of such party's right to terminate this Processing Agreement at a later date. No termination hereunder or expiration of this Processing Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination or expiration. Upon termination, the rights and obligations of the parties hereunder will cease, excepting only the rights of each party with respect to any breach of this Processing Agreement by the other party prior to the effective date of the termination.

SECTION 5.2 Termination of ELB Services Due to Change in Contractor. If the contractor (operator) no longer provides monthly billing and collection services for the City, and the City, or a third party providing monthly billing and collection services for the City, does not have an agreement with Central Bank for Central Bank to make the ELB Services available to the City, then either party may terminate this Processing Agreement with regard to the ELB Services by giving the other party sixty (60) days written notice.

ARTICLE VI. CONSULTATION AND RELIANCE

SECTION 6.1 Reliance on Instructions. Central Bank shall not be liable and shall be fully protected in relying upon any instructions or other communication that Central Bank receives from an individual who is authorized to act on behalf of the City.

ARTICLE VII. MISCELLANEOUS

SECTION 7.1 Entire Agreement. The Processing Agreement, together with Central Bank's operating procedures and the documents delivered as specified in Section 1.1 hereof constitute the entire agreement between the parties hereto with respect to the subject matter discussed.

SECTION 7.2 Amendments. This Processing Agreement shall not be modified or amended without mutual consent, which must be evidenced by an instrument in writing executed by each party hereto, or by their respective successors or permitted assigns.

SECTION 7.3 Captions. The captions in this Processing Agreement are included for convenience of reference only and shall in no way define or limit any of the provisions hereof or otherwise influence their construction.

SECTION 7.4 Severability. If any provision of this Processing Agreement is or becomes invalid under any applicable statute or regulation or is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Processing Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are declared severable.

Resolution No. 2023-02
Approved 02.22.2023

SECTION 7.5 *Notices*. Notices or consents of any kind required or permitted under this Processing Agreement shall be in writing and shall be deemed duly delivered if delivered in person or if mailed by certified mail, return receipt requested, postage prepaid, or sent by telex, fax or courier, properly addressed to the appropriate party as follows:

If to the City:

CITY:	City of McLendon-Chisholm
ADDRESS:	2002 West Grand Parkway North STE 100
CITY & ZIP:	Katy, TX 77449
PHONE:	281-579-4500
TELECOPY:	
CONTACT NAME:	Cameron Robinson

If to Central Bank:

Central Bank	
Public Funds Department	
11201 Clay Road	
Houston, TX 77041	
Attention:	Christin Yokubaitis
Public Funds Department:	
Phone:	832-782-5249
Phone:	832-782-5245

or to such other address or to the attention of such other individual as shall be specified by the respective parties hereto by written notice given in the manner provided above.

SECTION 7.6 *Applicable Law*. This Processing Agreement shall be deemed to have been executed in the State of Texas, and the laws of the State of Texas shall govern the construction of this Processing Agreement and the rights and remedies of the respective parties hereto.

SECTION 7.7 *Enforcement and Waiver*. Each party hereto shall have the right at all times to enforce the provisions of this Processing Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times. The failure of a party hereto at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Processing Agreement or as having in any way or manner modified or waived the same, nor shall such forbearance give rise to any estoppel against the strict enforcement of such provisions in the future.

SECTION 7.8 *Counterparts*. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

SECTION 7.9 *Effectiveness*. This Processing Agreement shall take effect on the Effective Date following mutual execution.

SECTION 7.10 *Arbitration*.

(a) Upon the request of any party hereto, whether made before or after the institution of any legal proceeding, any action, dispute, claim or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable, or otherwise), now existing or hereafter arising between the parties (including their respective officers, Council, employees,

agents, insurers, affiliates, any person in privity with them and any other representative), in any way arising out of, pertaining to or in connection with this Processing Agreement ("Disputes"), may be resolved by binding arbitration in accordance with the terms of this Section.

(b) Unless the parties agree to an alternate binding arbitration procedure, all Disputes agreed to be resolved by binding arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with the terms of this Section, the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code) and/or the Texas General Arbitration Act (Texas Civil Practice and Remedies Code, Section 171.001, et seq.). In the event of any inconsistency between this Section and such statute and rules, this Section shall control. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by Central Bank of the protections afforded to it under 12 U.S.C. § 91 or Texas Finance Code Section 31.008.

(c) All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.

(d) The arbitrators shall resolve all Disputes in accordance with applicable substantive law. Any arbitrator shall be knowledgeable in the subject matter of the Dispute. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable and within the scope of this Section. The arbitrators may also grant such ancillary relief as is necessary to make effective the award.

(e) Arbitrators shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties. All time limitations and all issues regarding conformation with discovery requests shall be decided by the arbitrator(s).

(f) Each party agrees to keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. Neither party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties.

SECTION 7.11 Chapter 2271 Verification

By signing and entering into this Processing Agreement, Central Bank verifies, pursuant to Chapter 2271, Texas Government Code, that Central Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Processing Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

SECTION 7.12 *Anti-Terrorism Verification*

Central Bank hereby represents and warrants that at the time of execution of this Processing Agreement neither Central Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

SECTION 7.13 *Energy Company/Firearms Verifications*

By signing and entering into this Agreement, Central Bank verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Texas Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Texas Government Code.

By signing and entering into this Agreement, Central Bank verifies, pursuant to Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Texas Government Code, that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. "Boycott energy company" has the meaning assigned by Section 809.001 of the Texas Government Code.

IN WITNESS WHEREOF, the parties hereby have caused this instrument to be executed by their respective officers designated below as of this ____ day of _____, 20 ____.

City of McLendon-Chisholm

Central Bank

BY:

BY:

Signature

Print Name & Title

Christin Yokubaitis, Senior Vice President

Resolution No. 2023-02
Approved 02.22.2023

SCHEDULE A — Processing Agreement
CITY FEES

ELB Vendor Services One-Time ELB Entries	Fee
• Check Elimination Vendor Return Item	\$7.50



PLANNING AND ZONING COMMISSION – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: January 14, 2023

APPLICANT: Cameron Slown
TNP, Inc.
825 Watters Creek Blvd, Suite M300
Allen, Texas 75013

PROPERTY OWNER: MFS Group, LLC
2357 Jupiter Road
Plano, Texas 75074

REPRESENTATIVE: Cameron Slown

LOCATION: Southeast corner of the intersection of FM 550 and State Highway 205

PLANNING AND ZONING MEETING DATE: January 17, 2023

REQUEST:

The applicant is requesting approval of a Site Plan, landscape plan and elevations for a one and one-half acre tract of land located at the southeast corner of the intersection of FM 550 and SH 205.

STAFF RECOMMENDATION: Approval of the Site Plan, Landscape Plan and Elevations for the Retail Center and the Restaurant.

Conditions:

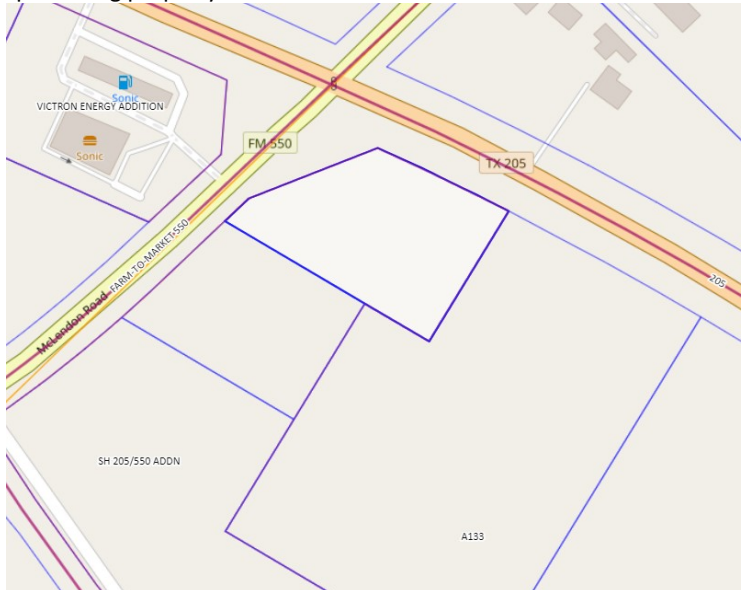
- TXDOT approval of driveway approaches from SH 205 and FM 550 must be provided to the City Administrator prior to filing the final plat.
- Place a note on the face of the landscape plan that specifies the percentage of landscaping proposed for the project.
- Apply for a specific use permit for the drive through restaurant [SUP required for drive-in/drive-thru restaurant] and obtain City Council consideration prior to submittal of the final plat.

[note: full sized copies of the Site Plan, Landscape plan and Elevations are available at City Hall for inspection]

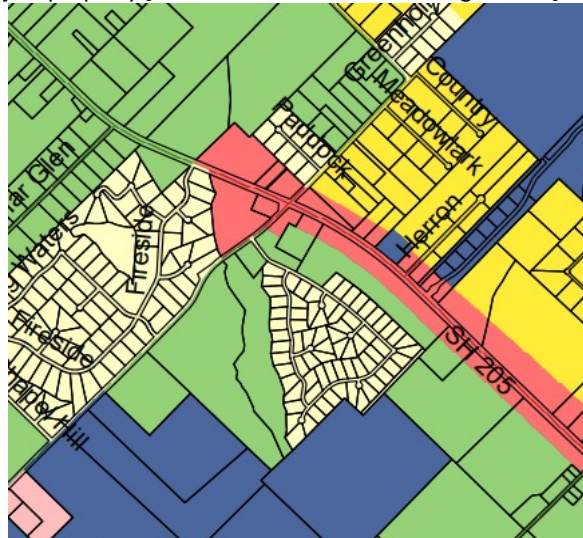
BACKGROUND INFORMATION:

The subject property is a 1.5-acre tract of land located at the southeast corner of the intersection of SH 205 and FM 550. [Rockwall CAD #101321]. It is being platted to create a building site for the development of a retail shopping facility with a detached drive-thru restaurant. An application for the preliminary plat has been submitted and precedes this application. A specific use permit will be required for the restaurant and should be considered by the Planning and Zoning Commission and the City Council prior to submittal of the final plat.

Rockwall CAD map showing property



City Zoning map for subject property [Red is General Business Zoning District]

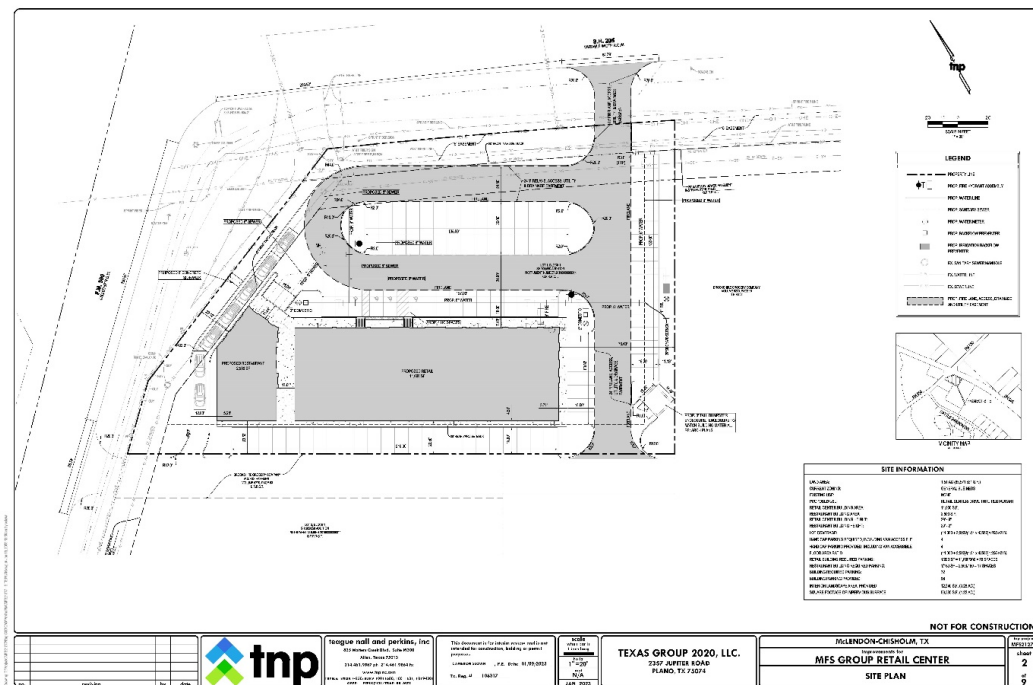


Thoroughfares/streets:

This property fronts both SH 205 and FM 550. Property dedications for the upcoming widening of SH 205 and intersection improvements with FM 550 have been provided. There is an existing access easement providing access to the subject property from FM 550 that is being constructed coincident with the development of this project. Driveway permits from TXDOT are required for the construction of the drives on FM 550 and SH 205.

Section 6-1 of the McLendon-Chisholm Zoning Ordinance prescribes the requirements for Site Plans.

Applicant Site Plan

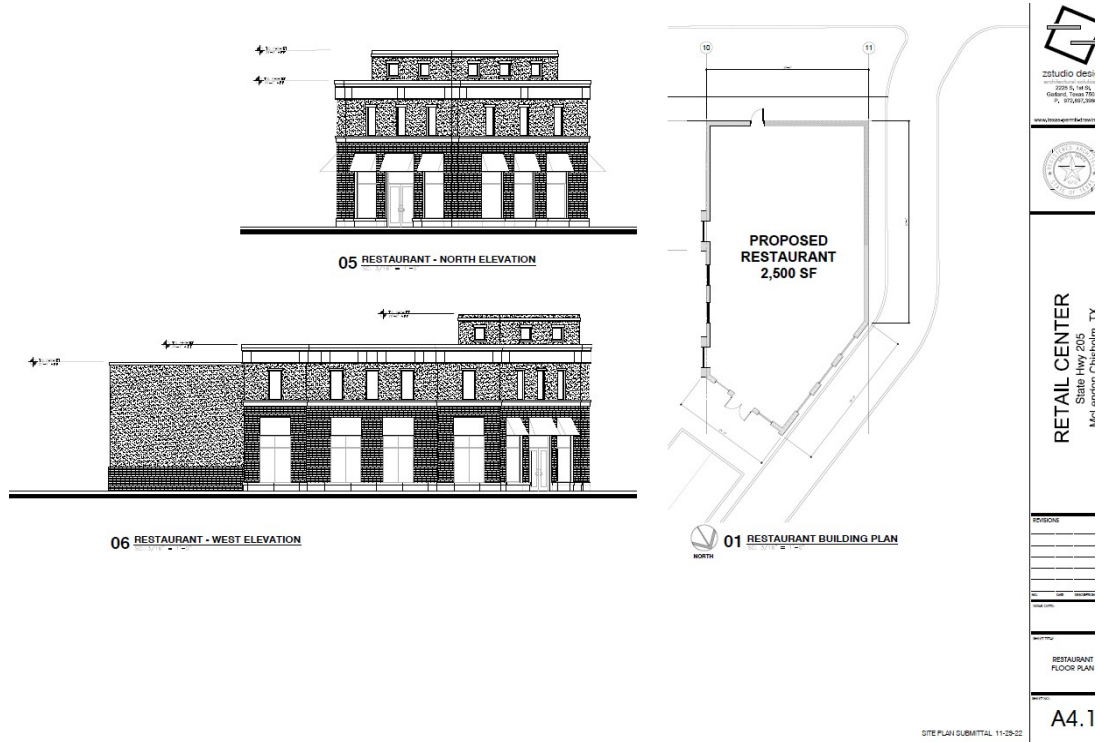


The site plan is consistent with the requirements of the Zoning Ordinance.

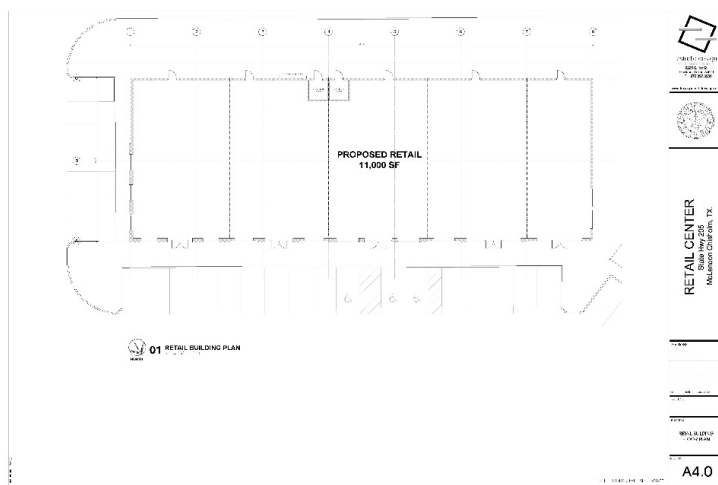
THIS AREA INTENTIONALLY LEFT BLANK

ELEVATIONS

RESTAURANT

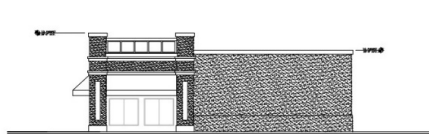


RETAIL CENTER

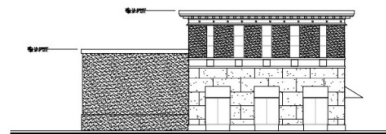




01 RETAIL - NORTH ELEVATION
SC 3/16" = 1'-0"



02 RETAIL - EAST ELEVATION
SC 3/16" = 1'-0"

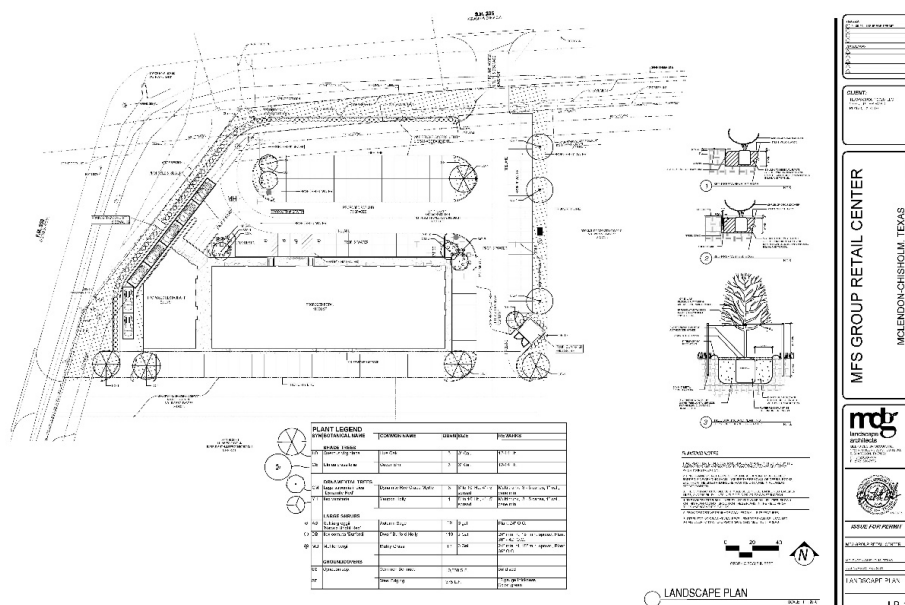


03 RETAIL - WEST ELEVATION
SC 3/16" = 1'-0"



RETAIL CENTER
State Hwy 205
McLendon-Chisholm, TX.

LANDSCAPE PLAN



Section 6-10 of the McLendon-Chisholm Zoning Ordinance provides the standards and requirements for landscaping. This application is consistent with the requirements of the Landscape Ordinance.



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: February 17, 2023

SUBJECT: Polani site plan request for drive-thru restaurant

LOCATION: South quadrant of the intersection of FM 550 and State Highway 205

CITY COUNCIL MEETING DATE: February 22, 2023

Question: Why is a drive thru restaurant being requested on the site plan when the City Council was against a drive thru restaurant in 2020 due to site constraints and potential traffic congestion.

Answer: The drive thru part of the restaurant is for pick up only based on phone in and internet orders. There will be no order board, speaker or menu options in or near the drive through lane.

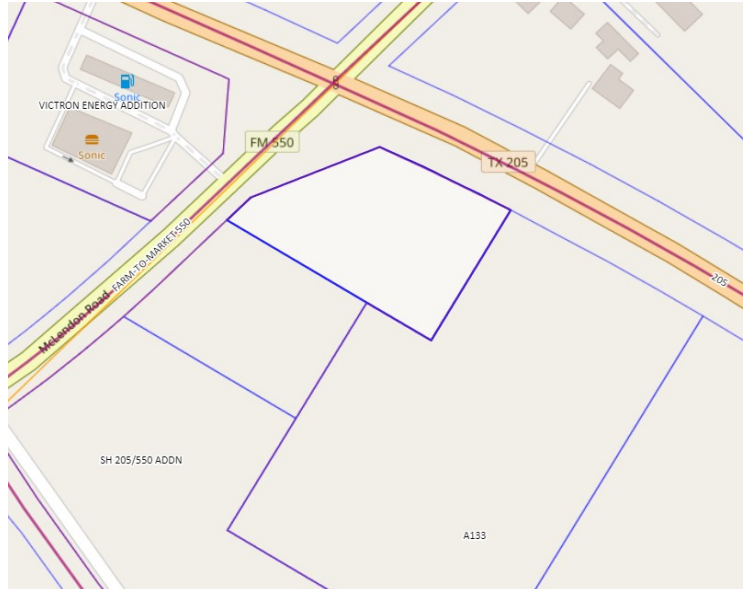
The McLendon-Chisholm Zoning Ordinance only allows a restaurant with or without drive thru by specific use permit in the GB General Business zoning district. The zoning district for the proposed restaurant is GB. The applicant has submitted an application for a SUP for the drive-thru restaurant. The staff will prepare conditions for the SUP for consideration by the Planning and Zoning Commission and consideration by the City Council upon recommendation by the Planning and Zoning Commission that prohibit any order or menu board, speakers or visible written menu items from being located on the site as well as restricting the drive-thru element of the restaurant to pick up only from previously submitted orders.

If the City Council approves the specific use permit for the restaurant with drive-thru with the aforementioned conditions, the SUP runs with the land and any subsequent restaurant user would be bound by the approved conditions.

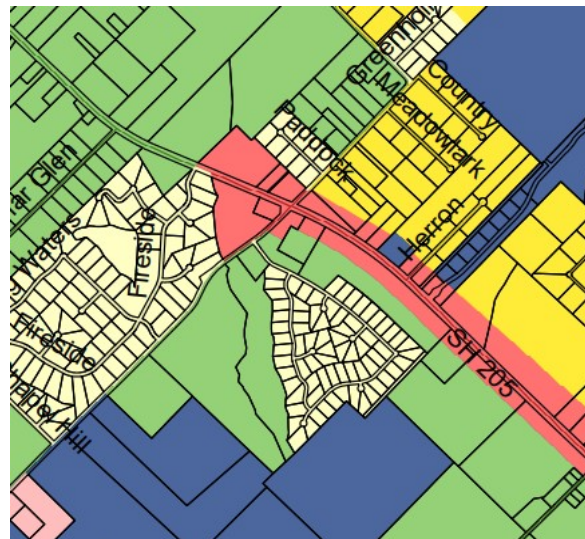
BACKGROUND INFORMATION:

The subject property is a 1.5-acre tract of land located at the south corner of the intersection of SH 205 and FM 550. [Rockwall CAD #101321].

Rockwall CAD map showing property



City Zoning map for subject property [Red is General Business Zoning District]



[illegible]



PLANNING AND ZONING COMMISSION – CITY OF MCLENDON-CHISHOLM, TEXAS

CITY COUNCIL-CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: February 16, 2023

APPLICANT: Nicolas Ehringer
Cross Engineering Consultants
1720 W. Virginia Street
McKinney, Texas 75069

PROPERTY OWNER: Ben Klutts
1604 North Hill Drive
Rockwall, Texas 75087

REPRESENTATIVE: Nicolas Ehringer
Cross Engineering Consultants
1720 W. Virginia Street
McKinney, Texas 75069

LOCATION: Southeast corner of SH 205 and Kingston Court.

PLANNING AND ZONING COMMISSION MEETING DATE: February 21, 2023

CITY COUNCIL MEETING DATE: February 22, 2023

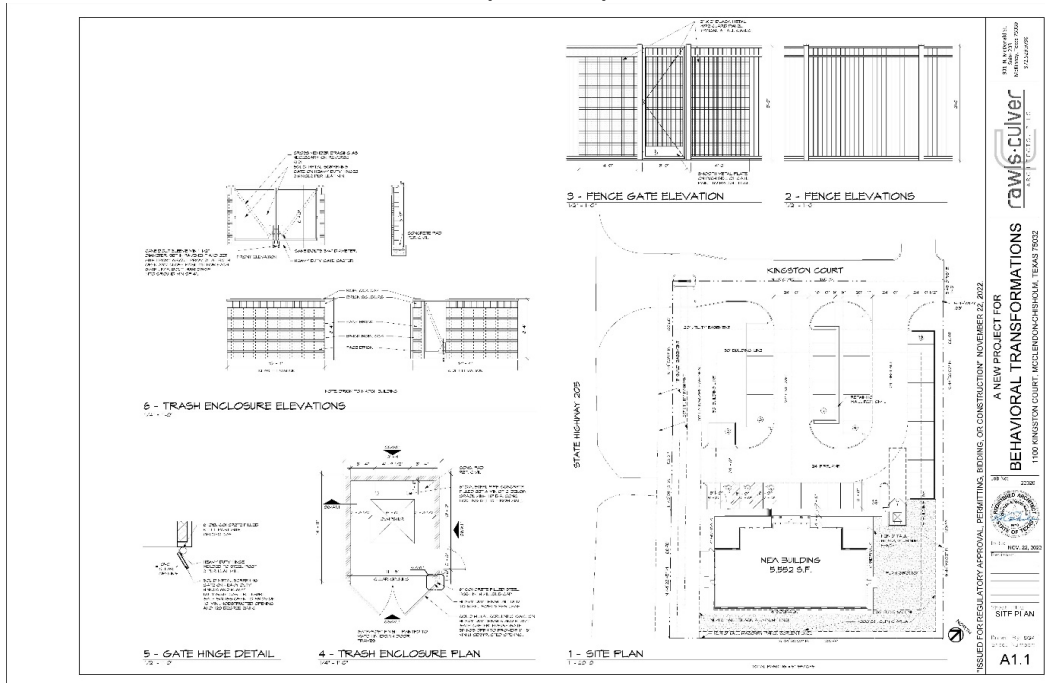
REQUEST:

The applicant is requesting approval of a Site Plan for a 1.066 acre tract of land located at the southeast corner of the intersection of Kingston Court and SH 205. The subject property is in the PD O1 area of the Kingsbridge Planned Development District.

STAFF RECOMMENDATION: Approval of the Site Plan for an office building for Behavioral Transformations, a therapy and counseling office facility.

THIS AREA INTENTIONALLY LEFT BLANK

Proposed site plan



[note: full sized copies of the Site Plan is available at City Hall for inspection]

BACKGROUND INFORMATION:

The subject property is located within the Kingsbridge Planned Development district and the PD -O1 subdistrict regulations govern development within this portion of the Planned Development District. The subject property is a 1.066-acre tract of land located at the southeast corner of the intersection of SH 205 and Kinston Court. [Rockwall CAD #83214]. To the north of the property are the Altura Homes and RCH Water District offices.

The property is a platted lot and has been recently replatted administratively to add fire lanes and on-site detention requirements. This land use is moving from the City of Rockwall to McLendon-Chisholm.

The site plan conforms to the requirements of the O-1 Zoning District.

Kingsbridge Planned Development District requirements:

- k. **Site plans.** A site plan shall be required to be approved by the City Council for any lot developed in the O1 Area prior to obtaining a building permit, but Planning and Zoning Commission consideration shall not be required and a public hearing shall not be required. Amendments to a site plan shall be required to be approved by the City Council as provided above, but minor amendments meeting the definition in Section 6.1 of these Regulations for minor amendments to a Development Plan may be approved by the City Manager, unless the City Council provides for a different designated representative from time to time.

3.1C Office (PD-O1) Regulations.

Buildings, structures and land within the O1 Area shall be developed in accordance with area and dimensional regulations as provided in the O1 District, with the following exceptions and/or variances:

- a. **Maximum Height:** 35 feet
- b. **Maximum Lot Coverage:** 50% of the lot area is the maximum area to be covered by buildings, parking spaces or other impervious materials.

Rockwall CAD map showing the subject property.



THIS AREA INTENTIONALLY LEFT BLANK

City Zoning map for subject property [Blue is the Kingsbridge PD Zoning District]

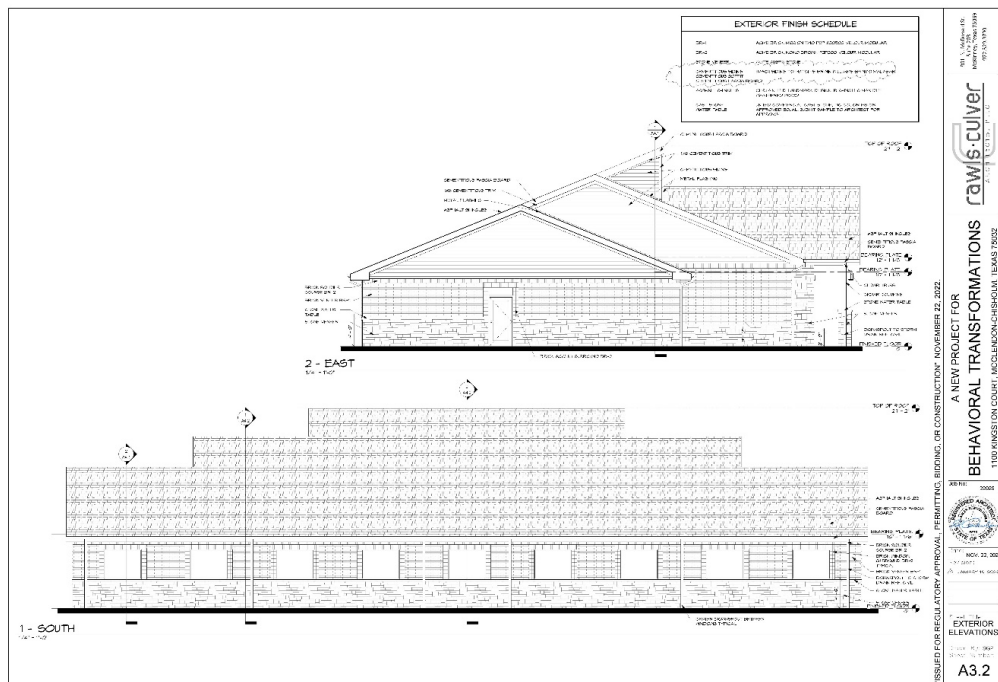
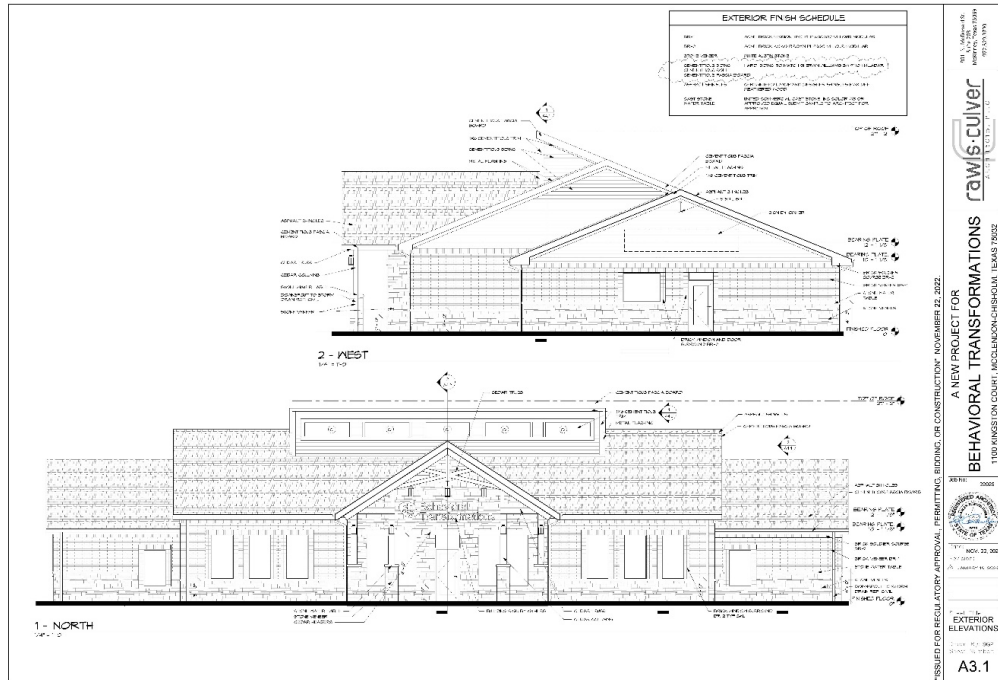


Thoroughfares/streets:

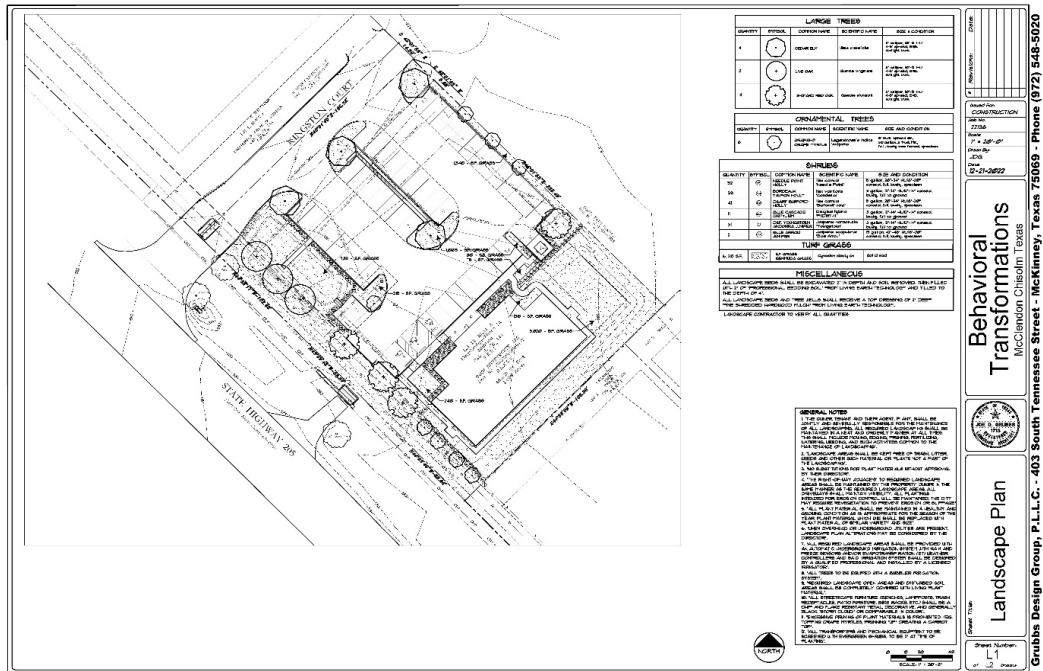
The subject property sides on SH 205 and has driveway access from Kingston Court. The State of Texas has obtained any necessary right way for the future expansion of SH 205.

THIS AREA INTENTIONALLY LEFT BLANK

ELEVATIONS



LANDSCAPE PLAN [the landscape plan conforms to the requirements of the Planned Development District]



THIS AREA INTENTIONALLY LEFT BLANK



CITY OF McLENDON-CHISHOLM
PLAT APPLICATION

Application Date: 2/15/2023

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:

Kings bridge - Phase 2A
Addition Name (if platted): ~~XXXX~~ Addition Current Zoning: PD District

No. of Acres: 1.066 No. of Lots: 1 Proposed Zoning: PD District

General Location of Property: east of the intersection of SH 205 & Kingston Court

Proposed Use for Property: Therapy & Counseling Facility

Applicant Name: Nicolas Ehninger

Company: Cross Engineering Consultants

Address: 1720 W. Virginia St. City, State, Zip: McKinney, TX 75069

Phone(s): 972-562-4409 Email: ~~XXXX~~ nehninger@crossengineering.biz

Owner Name: Ben Klutts

Address: 1604 North Hills Drive City, State, Zip: Rockwall, TX 75087

Legal Description of the Property: Lot 12R, Block A

County Parcel ID: unknown

Other Information: none

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 \$_____ to cover the cost of this application, and an initial deposit of \$_____ for consulting fees has been paid to the City of McLendon-Chisholm on this 15th day of February, 2023.

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: Nicola E. Chiringer (Seal)

City Secretary: _____

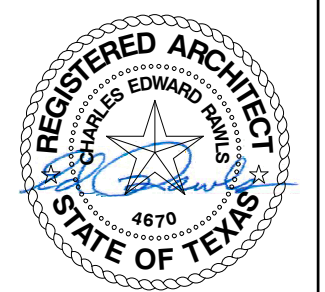


901 N. McDonald St.
Suite 203
McKinney, Texas 75069
972.529.9790

rawls.culver
ARCHITECTS, PLLC

A NEW PROJECT FOR
BEHAVIORAL TRANSFORMATIONS
1100 KINGSTON COURT, MCCLENDON-CHISHOLM, TEXAS 75032

Job No: 22026



Date: NOV. 22, 2022

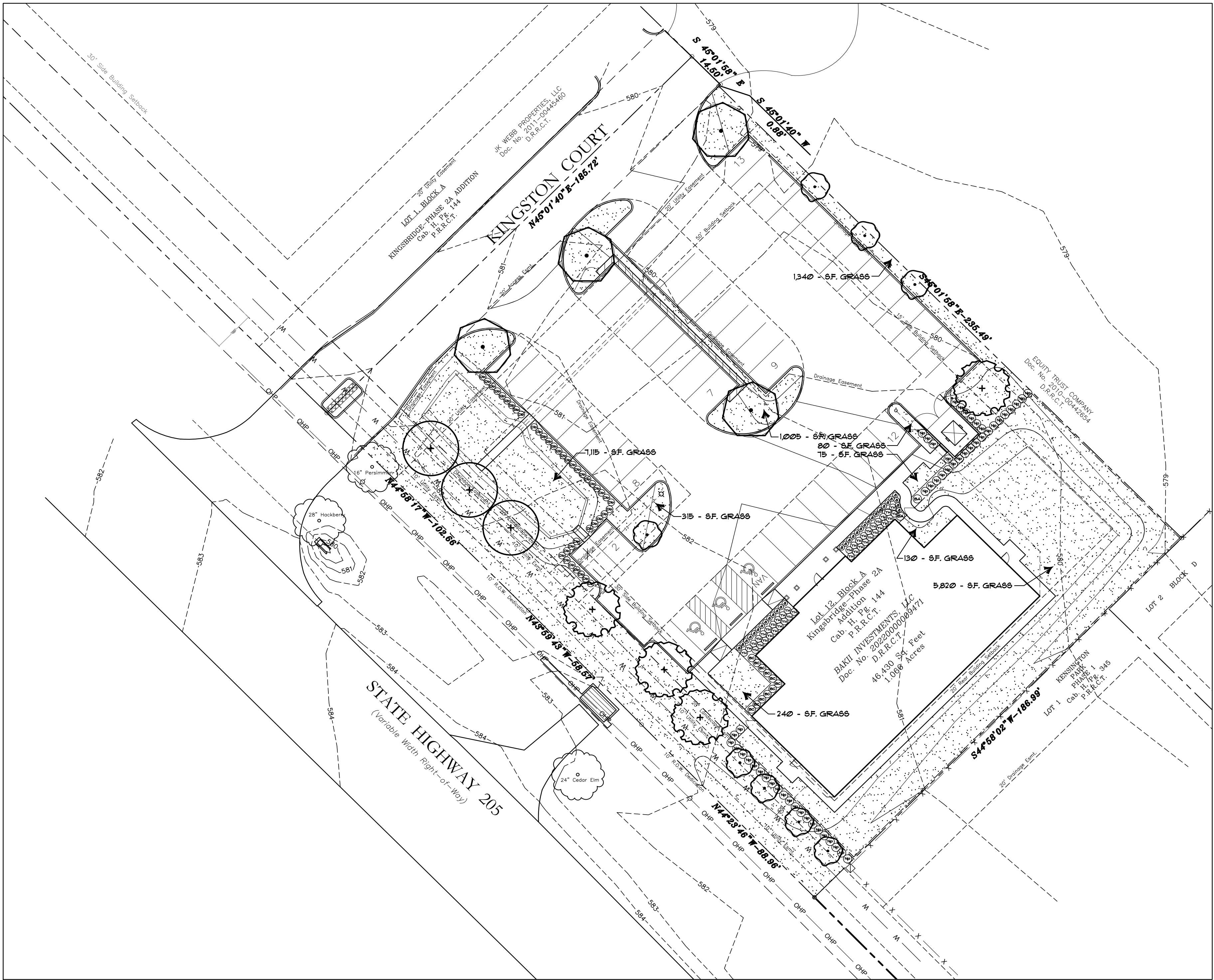
Revision:

Sheet Title:
SITE PLAN

Drawn By: **SGP**
Sheet Number:

A1.1

"ISSUED FOR REGULATORY APPROVAL, PERMITTING, BIDDING, OR CONSTRUCTION" NOVEMBER 22, 2022.



LARGE TREES				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
4		CEDAR ELM	Ulmus crassifolia	3" caliper, 10'-12' H./ 4-5' spread, B4B, straight trunk.
3		LIVE OAK	Quercus virginiana	3" caliper, 10'-12' H./ 4-5' spread, B4B, straight trunk.
4		SHAGBARK RED OAK	Quercus shumardii	3" caliper, 10'-12' H./ 4-5' spread, B4B, straight trunk.

ORNAMENTAL TREES				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
8		ARAPAHO CRAPE MYRTLE	Lagerstroemia indica Arapaho	8' H./3' spread min, 30 Gallon, 3 Trunk Min, full, bushy tree formed, specimen.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
52		NEEDLE POINT HOLLY	Ilex cornuta 'Needle Point'	5 gallon, 20"-24" H./18"-20" spread, full, bushy specimen
39		BORDEAUX YAUPOON HOLLY	Ilex vomitoria 'Condeaux'	3 gallon, 12"-14" H./10"-14" spread, bushy, full to ground
41		DWARF BURFORD HOLLY	Ilex cornuta 'Burfordii nana'	5 gallon, 20"-24" H./18"-20" spread, full, bushy specimen
11		BLUE CASCADE DISTYLIUM	Distylium hybrid 'Blue Cascade'	3 gallon, 12"-14" H./10"-14" spread, bushy, full to ground
31		DWARF YOUNGSTOWN ANDORRA JUNIPER	Juniperus horizontalis 'Youngstown'	3 gallon, 12"-14" H./10"-14" spread, bushy, full to ground
2		BLUE ARROW JUNIPER	Juniperus scopulorum 'Blue Arrow'	15 gallon, 42"-48" H./18"-20" spread, full, bushy specimen
TURF GRASS				
16,120 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

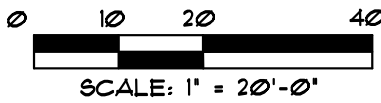
MISCELLANEOUS

ALL LANDSCAPE BEDS SHALL BE EXCAVATED 2" IN DEPTH AND SOIL REMOVED, THEN FILLED WITH 2" OF 'PROFESSIONAL BEDDING SOIL' FROM LIVING EARTH TECHNOLOGY AND TILLED TO THE DEPTH OF 4".

ALL LANDSCAPE BEDS AND TREE WELLS SHALL RECEIVE A TOP DRESSING OF 2" DEEP 'FINE SHREDDED HARDWOOD MULCH' FROM LIVING EARTH TECHNOLOGY.

LANDSCAPE CONTRACTOR TO VERIFY ALL QUANTITIES

- GENERAL NOTES**
1. 'THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.'
 2. 'LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.'
 3. 'NO SUBSTITUTIONS FOR PLANT MATERIALS WITHOUT APPROVAL BY THEIR DIRECTOR.'
 4. 'THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREAS. ALL DRIVEWAYS SHALL MAINTAIN VISIBILITY. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE CITY MAY REQUIRE REVEGETATION TO PREVENT EROSION OR SLUFFAGE.'
 5. 'ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE.'
 6. 'WHEN OVERHEAD OR UNDERGROUND UTILITIES ARE PRESENT, LANDSCAPE PLAN ALTERATIONS MAY BE CONSIDERED BY THE DIRECTOR.'
 7. 'ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND/OR EVAPOTRANSPIRATION (ET) WEATHER CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.'
 8. 'ALL TREES TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.'
 9. 'REQUIRED LANDSCAPE OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL.'
 10. 'ALL STREETSCAPE FURNITURE (BENCHES, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK 'STORM CLOUD' OR COMPARABLE IN COLOR.'
 11. 'EXCESSIVE PRUNING OF PLANT MATERIALS IS PROHIBITED, (EG. TOPPING CRAPE MYRTLES, PRUNING 'UP' CREATING A CARROT TOP)'
 12. 'ALL TRANSFORMERS AND MECHANICAL EQUIPMENT TO BE SCREENED WITH EVERGREEN SHRUBS, TO BE 2' AT TIME OF PLANTING.'



Revisions:	
Date:	

Issued For:
CONSTRUCTION

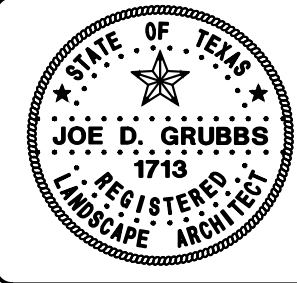
Job No.
22136

Scale
1" = 20'-0"

Drawn By:
JDG

Date
12-21-2022

Behavioral Transformations
McClendon Chisolm Texas



Landscape Plan

Sheet Number:
L1
of **L2** Sheets

Grubbs Design Group, P.L.L.C. - 403 South Tennessee Street - McKinney, Texas 75069 - Phone (972) 548-5020

LANDSCAPING
PART 1 - GENERAL

1.1 SCOPE:

Provide all labor, materials and equipment for complete installation of landscaping, as indicated on the drawings and specified herein.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Irrigation System
- B. Lawns
- C. Earthwork
- D. General Requirements

1.3 QUALITY ASSURANCE:

- A. Provide plant materials in compliance with applicable State and Federal laws relating to inspection for diseases and insect infestation at growing site.
- B. Plants are subject to inspection and approval by the Landscape Architect. Plants required for the work may be inspected and tagged at the growing site before being dug.
- C. Observation at growing site does not preclude right of rejection at job site. Plants damaged in transit or at job site may be rejected.
- D. Employ only qualified personnel familiar with required work.
- E. Off-site topsoil and topsoil on-site Testing (paid by Landscape Contractor):
 - 1. Provide source of off-site soil (If Required For Job) to the Owners representative for the purpose of soil investigation.
 - 2. Take random representative soil samples from areas to be planted.
 - 3. Test soil samples from both sources for pH, alkalinity, total soluble salts, porosity, sodium content and organic material.
- F. File certificate of inspection of plant material by State and Federal authorities with Landscape Architect, if required by State.

1.4 REFERENCED STANDARDS:

- A. American Standard for Nursery Stock, approved 1986 by American National Standards Institute, Inc. - Plant materials.
- B. Horne Third, 1976 - Cornell University - Plant nomenclature.
- C. ASTM - American Standard Testing Material - Sharp sand.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Delivery:
 - 1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
 - 2. Do not deliver more plant materials than can be planted in one day unless adequate storage and watering facilities are available on job site. Storage of materials and equipment at the job site will be at the risk of the landscape contractor. The owner will not be held responsible for theft or damage.
 - 3. If balled plants cannot be planted within 24 hours after delivery to site, protect root balls by heeling in with soil dust or other approved material.
 - 4. Protect during delivery to prevent damage to root ball or desiccation of leaves.
 - 5. Notify Landscape Architect of delivery schedule 48 hours in advance so plant material may be observed upon arrival at job site.
 - 6. Remove rejected plant material immediately from site.

1.6 JOB CONDITIONS:

- A. Planting Restrictions:
 - 1. Perform actual planting only when weather and soil conditions are suitable in accordance with locally accepted practice. In no way shall any trees, plants, ground cover or seasonal color obstruct drainage or block a 26 minimum positive slope away from buildings.
- B. Utilities:
 - 1. Determine locations of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, if required, to minimize possibility of damage to underground utilities.
 - 2. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
 - 3. Coordinate work with irrigation contractor to prevent damage to underground sprinkler system.

1.7 WARRANTY:

- A. Warranty for plants and trees shall be for one year after final acceptance. Replace dead materials and materials not in vigorous, thriving condition as soon as weather permits and on notification by Owners Rep. Replace plants, including trees, which in opinion of Landscape Architect have partially died thereby damaging shape, size, or symmetry.
- B. Replace plants and trees with same kind and size as originally planted, at no cost to the Owner. Provide one-year warranty on replacement plants. These should be replaced at start of next planting or digging season. In such cases, remove dead trees immediately. Protect irrigation system and other piping conduits or other work during replacement. Repair any damage immediately.
- C. Warranty excludes replacement of plants after final acceptance because of injury by storm, drought, drowning, hail, freeze, insects or diseases.
- D. At the end of the warranty period, staking and guying materials if required shall be removed from the site.

1.8 MAINTENANCE:

- A. Water: Will be available on site. Provide necessary hoses and other watering equipment required to complete work.
- B. Until final acceptance, maintain plantings and trees by watering, cultivating, moving, weeding, spraying, clearing and replacing as necessary to keep landscape in a vigorous, healthy condition and rake bed areas as required.
- C. A written notice requesting final inspection and acceptance should be submitted to Landscape Architect or owners representative within seven (7) days prior to completion. At that time owner and Landscape Architect will prepare a final punch list to be reviewed with the landscape contractor.
- D. Following final acceptance, maintenance of plant material will become the Owner's responsibility. The Contractor shall provide Owner with a recommended maintenance program.

PART 2 - PRODUCTS

2.1 PLANTS:

- A. Quantities: The drawings and specifications are complementary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.
- B. Plants shall be equal to well formed No. 1 grade or better; symmetrical, heavily branched with an even branch distribution, densely foliated and/or budded, and a strong straight, distinct leader where this is characteristic of species. Plants shall possess a normal balance between height and spread. The Landscape Architect will be the final authority of plant form, either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plants as specified.
- C. Plants shall be healthy and vigorous, free of disease, insect pests and their eggs, and larvae.
- D. Plants shall have a well-developed fibrous root system.
- E. Plants shall be free of physical damage such as scrapes, broken or split branches, scars, bark abrasions, sun scalds, fresh limb cuts, disfiguring knots, or other defects.
- F. Pruning of all trees and shrubs, as directed by Landscape Architect, shall be executed by Landscape Contractor at no additional cost to the Owner.
- G. Plants shall meet the sizes indicated on the Plant List. Where a size or caliper range is stated, at least 50% of the material shall be closer in size to the top of the range stated.
- H. Plants indicated "B&B" shall be balled and burlapped. Plants shall be nursery grown unless otherwise specified in plant list. Balls shall be firm, neat, slightly tapered and well burlapped. Non-biodegradable ball wrapping material will not be accepted. Any tree loose in the ball or with broken ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball.
- I. Container grown plants shall be well rooted and established in the container in which they are growing. They shall have grown in the container for a sufficient length of time for the root system to hold the planting medium when taken from the container, but not long enough to become root bound.

2.2 SOIL PREPARATION MATERIALS:

- A. Peat Moss: Commercial sphagnum moss or hyphen peat.
- B. The mixed soils can be used as long as samples are submitted with submitted with manufacturer's data and laboratory test reports.
- C. Sandy Loam:
 - 1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones, and other extraneous material and reasonably free of weeds and foreign
- 2. Physical properties as follows:
 - Clay - between 7-27 percent
 - Silt - between 28-50 percent
 - Sand - less than 52 percent
- D. Sharp Sand: Clean, washed sand, (fine aggregate) ASTM C-33.

2.3 COMMERCIAL FERTILIZER:

- A. Fertilizer shall be delivered in manufacturer's standard container printed with manufacturer's name, material weight, and guaranteed analysis. Fertilizers with N-P-K analysis other than that specified may be used provided that the application rate per square foot of nitrogen, phosphorus, and potassium is equal to that specified.
- B. Commercial Fertilizer for Planting Beds: Complete fertilizer 5-10-5 element ratio with minimum 8% sulfur and 4% iron plus micro-nutrients.
- C. Controlled-Release fertilizer planting tablets for tree planting pits, shall be equal to Agriform 20-10-15 planting tablets as manufactured by Sierra Chemical Co., Milpitas, California 95035 or approved equal.
- D. MULCH:
 - 1. Bark mulch shall be hardwood mulch chips, ranging in size from 1/4-inch to 1-inch in size, medium fine texture, straddled.

PART 3 - EXECUTION

3.1 CONDITION OF SURFACES:

- A. New bed areas will be left within one tenth of a foot of finish grade by other trades. Contractor will be responsible for raking and smoothing of grade.
- B. Existing subgrade upon which work is to be performed. Notify the Landscape Architect or owners representative of unsatisfactory conditions.

3.2 SHRUB PLANTING:

- A. All shrubs to be potted planted. Excavate planting hole 3" larger than the width and height of the root ball. Backfill with 1/3 (soil mix and/or peatmoss), 1/3 native soil and 1/3 sand/com.
- B. Plant where located, setting plants with tops of balls even with tops of beds, and compact soil carefully around each plant ball.
- C. Water each plant thoroughly with hoses to eliminate air pockets.
- D. Carefully prune plants to remove dead or broken branches, various tags, and hand-rake bed areas to smooth even surfaces, and mulch bed areas 1 inch deep.

3.3 GROUND COVER PLANTING:

- A. Till 2 inches minimum of thoroughly mixed prepared soil or equal in all planting bed areas as follows:
 - 1. 1 part sandy loam
 - 1 part peat moss
 - 1 part sharp sand
 - Add 4 pounds commercial fertilizer per 100 SF of bed area and mix thoroughly.
- B. Plant where located, setting plants with tops of balls even with tops of beds, and compact soil carefully around each plant ball.
- C. Water each plant thoroughly with hoses to eliminate air pockets.
- D. Carefully prune plants to remove dead or broken branches and hand-rake bed areas to smooth even surfaces, and mulch bed areas 1 inch deep.

3.4 TREE PLANTING:

- A. Stake tree locations for Owners Representative approval prior to digging.
- B. Plant ornamental trees in pits 12-inches larger than the root ball. Plant shade trees in pits two feet greater in diameter than root ball and equal to depth of root ball.
- C. After excavation of tree pits, review water percolation. If tree pits does not drain adequately prepare hole for use with a tree sump. Plant PVC stand pipe and cover dark green. After tree is installed, pump water out on a daily basis.
- D. In the event rock or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Landscape Architect. Where locations cannot be changed the obstructions shall be removed to a depth of not less than six (6") inches below bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
- E. Prepare soil for planting by thoroughly mixing two parts sandy loam and one part peatmoss or other approved organic matter. If planting soil does not fall within the pH range of 5.5 to 7.0 add limestone or aluminum sulphate to bring soil into the specified pH range.
- F. Backfill tree pits with a mixture of 1/2 prepared soil and 1/2 existing site soil. Lightly tamp every 6-inches to fill all voids and pockets. When pit is 2/3 full, water thoroughly and leave water to soak in. Place fertilizer planting tablets per manufacturer's recommendations. Complete backfilling and form a saucer around the tree.
- G. Completely fill each tree saucer with mulch to a depth of two inches.
- H. Contractor shall keep trees plumb until established. Guying and/or staking to maintain that plumb condition shall be at the Contractor's discretion. However, if trees are not plumb, the Contractor will be required to guy and/or stake those trees in a method acceptable to the Landscape Architect at no additional cost to the Owner.
- I. Pruning: Prune trees to preserve the natural character of the plant in a manner appropriate to its particular requirements in the landscape design as directed by the Landscape Architect. In general, remove at least one-third of wood by thinning and pruning. DO NOT cut back terminal branches. Thin native grown plants heavier than nursery grown plants. Remove sucker growth and broken or badly broken branches.

3.5 SEASONAL COLOR PLANTING:

- A. Beds shall be excavated to a depth of 2 inches. Soil shall be replaced with 100% Living Earth Technology Complete Mix or equal.
- B. Plant where located, setting plants with tops of balls even with tops of beds, and compact soil carefully around each plant ball.
- C. Water each plant thoroughly with hoses to eliminate air pockets.
- D. Carefully prune plants to remove dead or broken branches and hand-rake bed areas to smooth even surfaces and mulch bed areas 1 inch deep.

3.6 CLEANUP:

During work, keep premises neat and orderly including organization of storage areas. Remove trash, including debris resulting from removing weeds or rocks from planting areas, preparing beds or planting plants from site daily as work progresses. Keep walk and driveway areas clean by sweeping or hosing.

END OF LANDSCAPING SECTION

LAWNS

PART 1 - GENERAL

1.1 SCOPE:

Furnish all labor, tools, transportation, materials, equipment, supervision, etc., required to adequately establish a dense lawn of permanent grasses, free from lumps and depressions as indicated by plans and specifications. Rake any part of the area failing to show uniform cover until a dense lawn is established. The cost of miscellaneous labor and materials for topsoil, weeding, killing, pest control, fertilizing, etc., are not separate pay items and shall be included in the Bid price for grassing.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Irrigation System
- B. Landscaping

1.3 MAINTENANCE OF GRASS:

The contractor shall maintain the grass until final acceptance. Such maintenance shall include spraying, weeding, cultivation, fertilizing, watering, disease and insect control, top dressing low spots, plus any procedures consistent with horticultural practice necessary to insure normal, vigorous, and healthy grass.

1.4 JOB CONDITIONS:

- A. Water: Will be available on site. Provide necessary hoses and other watering equipment required to complete work.
- B. Lawn areas will be left within 1/10 of a foot of finish grade by other trades. Fine grading, raking and smoothing will be the responsibility of the contractor.

1.5 SCHEDULE:

- A. Seeding/hydromulching - Bermudagrass: Complete only between May 1 to August 31 under favorable conditions. (warm season)
- B. Seeding/hydromulching - Perennial Ryegrass: Complete only between September 1 to April 30, except at front of project, as determined by owner, under favorable climatic conditions.
- C. Sodding: Sod bermuda between March 15 and September 30. Between October 1 and March 14 overseed sod with Perennial ryegrass under favorable conditions. (Use nursery overseeded sod. In lieu of seeding after installation, if available.)
- D. Qualifications: Due to unseasonable weather, the above dates may vary; however, do not proceed with grassing operations beyond these dates without assuming full responsibility for a stand of grass.

1.6 ACCEPTANCE:

The work will be accepted when a completed, undamaged stand of grass is achieved, as approved by the Owner's Representative.

PART 2 - MATERIALS

2.1 TOPSOIL:

- A. (If specified on the plans as a requirement) Friable, fertile, dark, loamy soil, free of clay lumps, sub-soil stones, and other extraneous material and reasonably free of weeds and foreign grasses. Topsoil containing dallisgrass or nutgrass shall be rejected. Physical properties as follows:
 - Clay - between 7-27 percent
 - Silt - between 28-50 percent
 - Sand - less than 52 percent

2.2 GRASS:

- A. Bermudagrass: Extra fancy, hulled and treated, lawn type seed, delivered to site in original, unopened containers meeting requirements of Texas State Seed Law. Minimum purity germination 40 percent.
- B. "Raleigh" St. Augustine Grass: Solid Sod, live, rich, dark green in color, free of foreign grasses, weeds, nutgrasses, cut with a full 3/4 inch of heavy clay covering roots. Deliver to site in 12 inch squares or 12 inch wide rolls. Do not stack for more than 24 hours between time of cutting and time of delivery.

2.3 FERTILIZER:

Fertilizer shall be organic base, uniform in composition, dry and free flowing. Deliver fertilizer to site in original, unopened containers, each bearing manufacturer's guaranteed statement of analysis.

- A. First application: 12-12-12 element percentage with minimum 8% sulfur and 4% iron plus micro nutrients.
- B. Second application: 5-1-2 element ratio. Nitrogen source to be a minimum 50% slow release organic nitrogen (SCN or UFT) plus minimum 8% sulfur and 4% iron plus micro nutrients.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Scarify lawn areas where excessive compaction is greater than 85% Standard Proctor to a depth of 4-inches by discing or rototilling. Repeat cultivation as required to thoroughly loosen soil.
- B. Leave areas free of weeds and ready for final grading.
- C. Provide barricades around scarified areas to prevent compaction by construction vehicles.
- D. Remove from site and legally dispose of stones 3/4-inch and larger, sticks and other debris exposed during this operation.
- E. Provide final grading leaving surface uniform without depressions and undulations, graded approximately 1-inch below paving.
- F. Secure approval from the Landscape Architect prior to proceeding with grassing operation.

3.2 HERBICIDE:

Apply herbicide to remove any remaining weeds. This work is to be performed by a licensed applicator following the manufacturer's recommendations.

3.3 FERTILIZER:

- A. Place first application with hydromulch at rate of 12 pounds per 1,000 square feet.
- B. Uniformly distribute second application using a rotary type fertilizer spreader 3-4 weeks after first application at 12 pounds per 1,000 square feet.

3.4 HYDROMULCH/SEEDING:

- A. At the time of hydromulch/seeding, soil shall be moist but not muddy, and wind velocity shall not exceed ten (10) miles per hour. Add water if required to moisten soil.
- B. Hydromulch seed uniformly at the rate of 2 pounds of Bermudagrass seed per 1,000 square feet.
- C. Add topsoil to hydromulch mix for slopes 5:1 or greater at the rate of 1 lb. per bag of mulch.
- D. Use a 4' x 8' batter board against bed areas.

3.5 MECHANICAL SEEDING:

Seed uniformly at a rate of 125 pounds of Bermudagrass seed per acre. Use grass drill, brilliant seeder, or viking roller.

3.6 SOLID SOD:

- A. Solid Sod: Plant grass by hand, edge to edge with staggered joints. Topdress with sharp sand raked in carefully to fill joints. Roll to eliminate undulations and provide complete soil contact.
- B. Fertilizing: Fertilize immediately after grass is planted at rate of 4 lbs per 1,000 square foot. Repeat fertilizing at the same rate 3-4 weeks later.

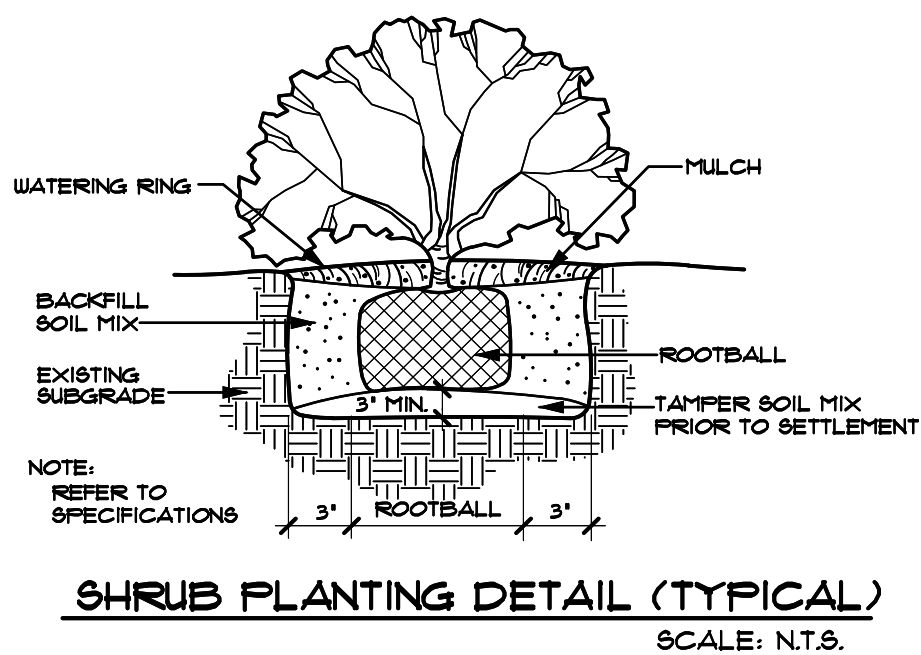
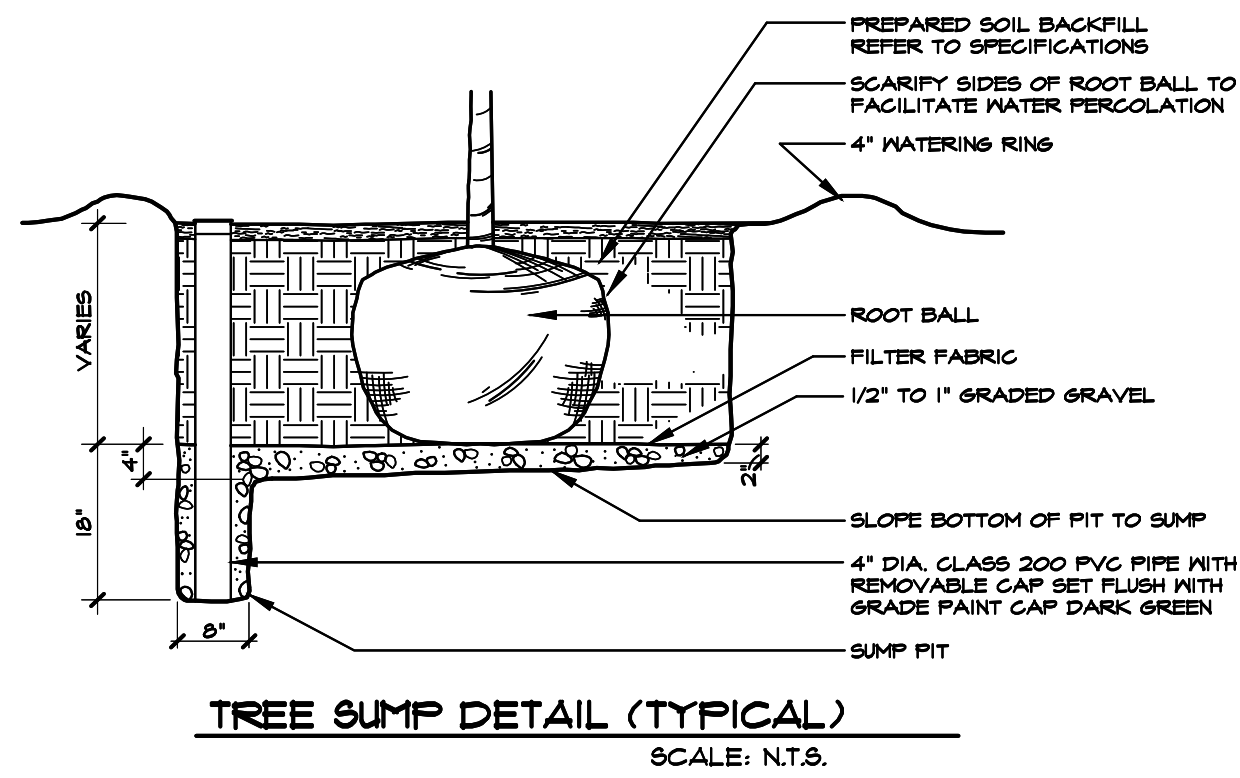
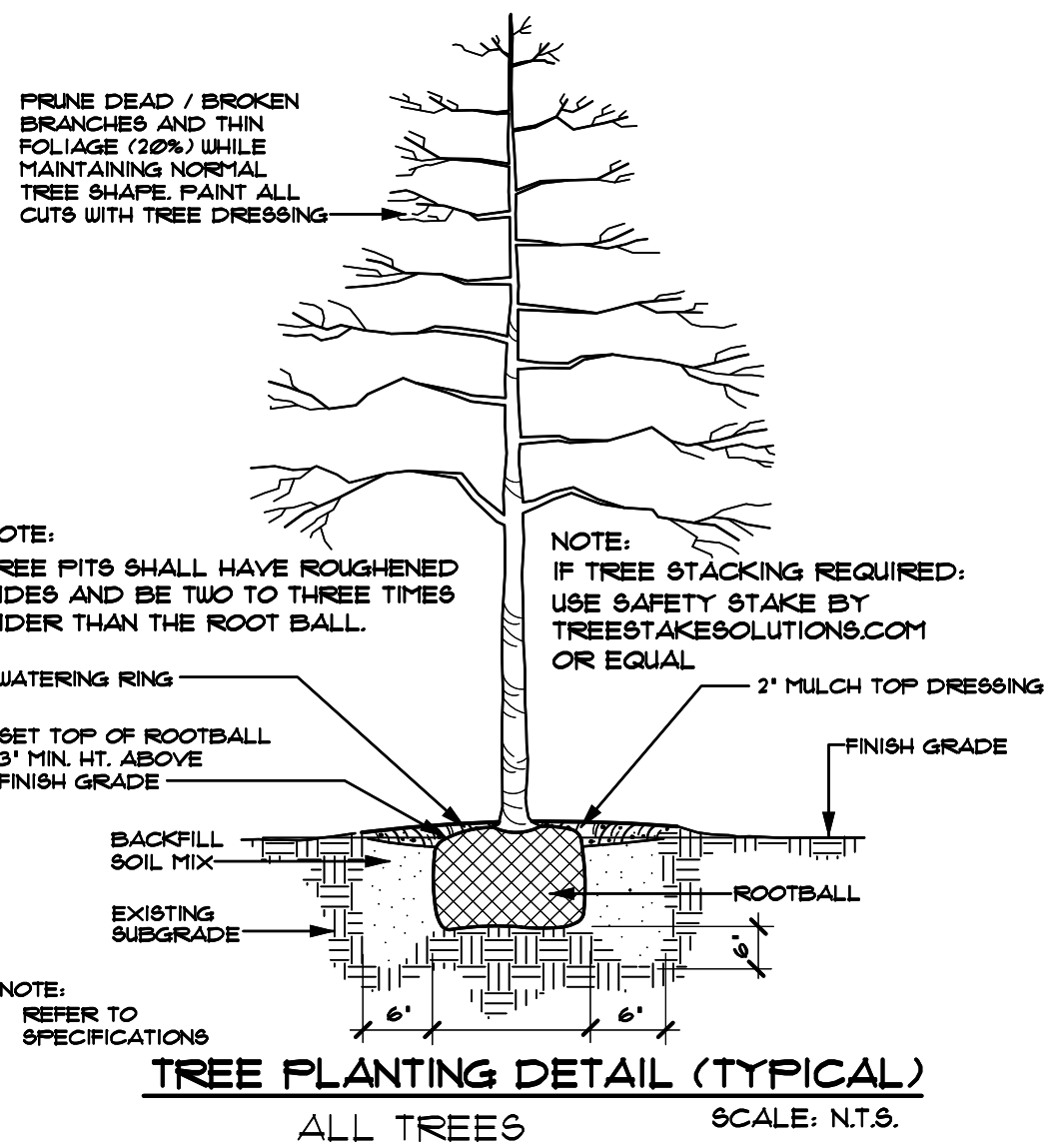
3.7 ESTABLISHMENT AND MAINTENANCE OF LAWN AREAS:

- A. Watering:
 - 1. Water lawn areas immediately after grassing operation.
 - 2. Continue watering as required to keep soil uniformly moist to a minimum depth of 4-inches.
 - 3. Be alert to over-watering newly planted grass, particularly in heavy clay soils.
- B. Replanting/Erosion Control:
 - 1. Correct any erosion that may occur during the establishment of grass.
 - 2. Reseed (sod) any areas not showing sufficient growth within 3 weeks after initial grassing. Continue seeding (sodding) until a stand of grass is achieved.
 - 3. A stand of grass will be defined as a uniform cover of actively growing turf.
- C. Mowing/Weed Control:
 - 1. Mow lawn areas weekly until a stand of grass is achieved. Begin mowing when the lawn reaches a height of 3-inches; set mower to cut at 2-inches. A minimum of two mowings is required.
 - 2. Mow lawn areas until acceptance, removing all foreign vegetation, either by hoeing or pulling. If approved, herbicide spot treatments may be used.

3.8 CLEANUP:

During work, keep premises neat and orderly, including organization of storage areas. Remove trash, including debris resulting from removing weeds and rocks from site daily as work progresses. Keep paved areas clean by sweeping or hosing.

END OF LAWN SECTION



Date:	
Revisions:	

Issued For:
CONSTRUCTION

Job No.
22136

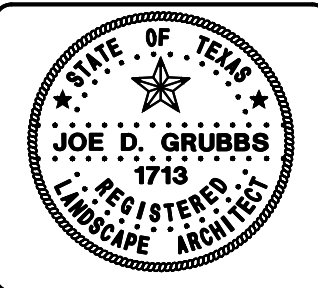
Scale
N.T.S.

Drawn By:
JDG

Date
12-21-2022

Behavioral
Transformations

McClendon Chisolm Texas



Landscape
Specifications

Sheet Title:

Sheet Number:
L2
of L2 Sheets



City of McLendon-Chisholm Staff Report

Date:

February 22, 2023

Agenda Item:

Discuss/Action – Building Inspection – Long Term Solution

Fiscal Impact: No added costs – utilize building inspection fees

Background:

The City of McLendon-Chisholm did not renew its long-term building inspector contract about 4 months ago. Multiple issues were the cause of this action.

The city immediately hired on an Emergency need basis, Texas Compliance Solution (TCS) to step in and provide our building inspection needs. All staff interaction with this firm have been positive. TCS has done a positive job in providing this needed service to our building community. Two complaints that have been prevalent from the building community include TCS only working on Tuesdays and Fridays and wanting quicker and more frequent inspections. The other issue is that TCS does not have a Texas-certified plumbing inspector. The City has contracted out with Burgess Inspections to provide this service.

I have mentioned to the development community, TCS and potential other Building Inspection providers that the city council will evaluate this area and will make a longer term decision in January 2023.

I believe that your options include the following:

1. **Stay status quo** and keep TCS and the current inspection services.
2. **Go out to bid** and evaluate additional building inspection companies – choose one.
3. **Bring the Building Inspection Process In-House**. Hire in house – A Chief Building Official – fully certified in all inspection areas. This would take an additional time period to hire and the cost of a truck and additional supplies. I also feel as development continues, an additional Building Inspector position needs to be added.

4. **Other – Hybrids** or other

Any of the three recommendations can be fully paid for in the building inspection fees. No additional costs. Per prior year independent audit results – Calendar Year 2022 Expenses - \$223,575; FY 2023 Budgeted Expenses - \$195,000

Proposed Motion:

I propose a motion to utilize 'choose one of the options' to fulfill our long-term building inspection needs. (Staff's recommendation is option 3).

Staff Assigned: Konrad Hildebrandt, City Administrator