



AGENDA
City Council
Tuesday, March 9, 2021
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032
6:30 PM

Page

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS
3. RULES OF DECORUM
4. CITIZEN COMMENTS
5. CONSENT AGENDA
Items under the Consent Agenda are considered non-controversial or routine and will be adopted by one motion without separate discussion of items. Any item may be removed from the Consent Agenda and considered individually by request from any Council Member making such request prior to a motion and vote on the Consent Agenda.
 - 5.1. Action Regarding the Minutes of February 23, 2021 City Council Meeting 4 - 13
[02.23.21 CC Meeting](#)
 - 5.2. Approve the Contract for Election Services with the Elections Administrator of Rockwall County and McLendon-Chisholm and Rockwall Independent School District. (Requested by Shelly Green) 14 - 25
[Contract for Election Services](#)
6. ITEMS FOR CONSIDERATION
 - 6.1. Discussion and action regarding consideration of an amended concept and site plan for Rosini Vineyards to include an outside covered seating area. (Requested by City Planner Mike Coker) 26 - 31
[Staff Report Rosini](#)
 - 6.2. Presentation followed by discussion and action regarding consideration of a Professional Services Agreement between the City of McLendon-Chisholm and Kimley-Horn and Associates, Inc. for development of a Comprehensive Plan Update for an amount not to exceed \$65,000. (Requested by Palomba)
 - 6.3. Presentation by Chris Cuny representing Teague Nall and Perkins, Inc. (TNP), followed by discussion, and action regarding consideration of 32 - 35

Change Order No. 1 for modification of an existing contract with Double R Utilities, Inc. to include an additional sanitary sewer bore and crossing under Hwy 205 in the amount of \$72,291 and related cost increase of \$40,344 to serve properties on the east side of Hwy 205 and properties north of FM 550. (Requested by Palomba)

[Staff Report - Change Order](#)

[Change Order No. 1- SH 205 Sewer Project](#)

- 6.4. Presentation by Chris Cuny representing Teague Nall and Perkins, Inc. (TNP), followed by discussion and action regarding approval of a Pro Rata Sanitary Sewer Agreement between the City and property owners to be served by the sanitary sewer line serving the General Business District on Hwy 205 between Via Toscana to FM 550 and corresponding cost allocation to reimburse the City for the sanitary sewer line expense. (Requested by Palomba)

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[Sanitary Sewer Pro Rata Agreement](#)

[Sanitary Sewer Layout](#)

[Sanitary Sewer Cost Allocation](#)

7. EXECUTIVE SESSION

- 7.1. Adjourn into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) consideration of a Professional Services Agreement between the City of McLendon-Chisholm and Kimley-Horn and Associates, Inc. for development of a Comprehensive Plan Update for an amount not to exceed \$65,000. (Requested by Palomba)
- 7.2. Adjourn into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:074(a)(1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Administrator Employment Agreement.

7.3. Reconvene Regular Meeting

7.4. Executive Session Action

8. UPDATES, DISCUSSION AND DIRECTION TO STAFF

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

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

10. ADJOURN

FOOTER

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 on or before 6:00 p.m., March 5, 2021 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
February 23, 2021

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, February 23, 2021, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Lorna Kipphut	Mayor Pro Tem
	Nathan Hodges	Council Member
	William Dahl	Council Member
	Brian Davis	Council Member
	Trudy Woessner	Council Member
ABSENT:	Keith Short	Mayor
Staff Present:	Lisa Palomba	City Administrator
	Jim Simmons	Fire Chief
	Shelly Green	City Secretary
	Michael Halla	City Attorney
	Mike Coker	City Planner

1. CALL TO ORDER

Mayor Pro Tem Kipphut called the meeting to order at 6:30 p.m.

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

Mayor Pro Tem Kipphut delivered the invocation and led the pledge of allegiance to the U.S. and Texas Flags.

3. RULES OF DECORUM

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

4. CITIZEN COMMENTS

None

5. CONSENT AGENDA

5.1. Action Regarding the Minutes of February 9, 2021 City Council Meeting

5.2. Building Official Report January 2021

5.3. McLendon-Chisholm Fire Rescue Report January 2021

5.4. Sheriff's Report January 2021

5.5. Budget Report January 2021 – Removed from Agenda

5.6. Animal Control Report January 2021

MOTION: Remove Item 5.5 from Consent Agenda and approve remaining items.

MADE BY: Council Member Dahl

SECONDED BY: Council Member Davis

APPROVAL: Unanimous

6. ITEMS FOR DISCUSSION

- 6.1. Sean Spyres representing AGCM, Owner's Representative for the McLendon-Chisholm Public Safety Building, will present a construction update.

Mr. Spyres recommended giving Speed Fab-Crete an extra week on their construction schedule due to inclement weather. Mr. Spyres reported the project is moving along.

- 6.2. Receive public comments regarding a proposed ordinance amending the boundary of the City of McLendon-Chisholm City Limits by annexing approximately 90.10 acres of land as requested by the property owner of record for land generally located at the southwest corner of the intersection of Pullen Road and Sinks Road also described as Rockwall CAD Parcel ID numbers 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

No public comments on this item.

- 6.3. Discuss and consider an Ordinance amending the boundary of the City of McLendon-Chisholm City Limits by annexing approximately 90.10 acres of land as requested by the property owner of record generally located at the southwest corner of the intersection of Pullen Road and Sinks Road also described as Rockwall CAD Parcel ID numbers 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

The following citizen spoke in opposition of this item:

1. Adrienne Balkum, 1518 Firenza

City Planner Coker reported his staff report on this item has not changed from the report previously submitted. He asked that Mr. Joyce be allowed to present his power point at this time. Mr. Joyce presented his report and pointed out the changes since he last presented it.

MOTION: Approve the ordinance amending the boundary of the City of McLendon-Chisholm City Limits by annexing approximately 90.10 acres of land as requested by the property owner of record generally located at the southwest corner of the intersection of Pullen Road and Sinks Road also described as Rockwall CAD Parcel ID numbers 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

MADE BY: Council Member Woessner
SECONDED BY: Council Member Dahl

Council Member Woessner presented a statement regarding her thoughts on this item.

Mayor Pro Tem Kipphut asked the residents of Savannah Hills to consider how the development of a subdivision on this property will decrease the value of their property. She feels the development of this subdivision will be beneficial to the city.

APPROVED: Unanimous

- 6.4. Receive public comments regarding a request to amend the Future Land Use Map of the Comprehensive Plan to change the land use designation from rural residential to a new classification to be known as low density residential for a 164.591-acre tract of land located generally at the southwest corner of Pullen Road and Sinks Road. [Rockwall CAD Nos. 10846, 10851, 53878, 53876, 10852, 51678, 10848, 10850, 69591, and 46003]

The following spoke in opposition of this item:

1. Peter Barter, 173 Savannah Hill
2. Chris Burleson, 825 Pullen Road
3. John Sneed, 20 Fireside Dr.
4. Erica Hilton, 126 Savannah Hill
5. Vanessa Fradenburg, 561 Savannah Hill
6. Susan Pinkerton, 484 Savannah Hill

City Planner Coker made a recommendation to amend the ordinance to say “medium density” rather than “low density”.

- 6.5. Discuss and consider the adoption of an Ordinance amending the Future Land Use Map of the Comprehensive Plan to change the land use designation from rural residential to a new classification to be known as low density residential for a 164.591-acre tract of land located generally at the southwest corner of Pullen Road and Sinks Road. [Rockwall CAD Nos. 10846, 10851, 53878, 53876, 10852, 51678, 10848, 10850, 69591, and 46003]

Adrienne Balkum, 1518 Firenza, spoke in opposition to this item.

NO MOTION

- 6.6. Receive public comments regarding a request for a zoning change on 164.591 acres of land [Rockwall CAD Nos. 10846, 10851, 53878, 53876, 10852, 51678, 10848, 10850, 69591, and 46003] generally located at the southwest corner of the intersection of Pullen and Sinks Roads, from Agriculture Zoning to Planned Development District Zoning that provides for a residential development with lot sizes not less than one-acre in size.

The following spoke in opposition of this item:

1. Cynthia Barter
2. Peter Barter
3. Erica Hilton
4. Linda DeBree (did not speak but submitted a form in opposition)
5. Val Bodart, 402 Cattle Barron

Mark Kipphut, 31 Fireside, commented on the comments presented by residents and made his recommendations to this process.

- 6.7. Discuss and consider the adoption of an Ordinance approving a request for a zoning change from Agricultural to Planned Development District for single family uses with a minimum lot size of one acre and approval of a concept plan for the development of 164.591 acres generally located at the southwest corner of Pullen Road and Sinks Road. [Rockwall CAD Nos. 10846, 10851, 53878, 53876, 10852, 51678, 10848, 10850, 69591, and 46003]

The following spoke in opposition of this item:

1. Adrienne Balkum
2. Val Bodart
3. John Sneed
4. Chris Burleson
5. Vanessa Fradenburg

Mr. Joyce responded to the questions presented by residents.

Council Members Woessner and Dahl responded to citizen comments.

NO MOTION

Mayor Pro Tem Kipphut called for a brief recess.

- 6.8. Discussion and action regarding consideration of Change Order No. 1 for modification of an existing contract with Double R Utilities, Inc. to include an additional sanitary sewer bore and crossing under Hwy 205 in the amount of \$72,291 and related cost increase of \$40,344 to serve properties on the east side of Hwy 205 and properties north of FM 550.

City Administrator Palomba presented her staff report:

BACKGROUND OF ISSUE:

Council previously approved a contract with Double R Utilities, Inc. in the amount of \$328,647. When the contract was approved, it was determined that the City would assume the upfront costs of construction in an effort to spur economic development with the understanding that costs would be distributed among property owners on the west side of Hwy 205 and the City would be reimbursed pro rata as properties developed. It was also initially determined that any property owners on the east side of 205 or north of FM 550 that wanted to connect to the sanitary sewer system would not participate in the pro rata costs but would pay for the actual cost of materials and construction to connect to the main.

The Rosini Winery was under construction and had a septic system designed to serve the winery at the time the city entered into the contract with Double R Utilities. Due to timing of the winery construction and expected timing of the sewer main construction, it seemed unlikely the sewer system would be finished in time for the winery to connect.

However, the winery owners have indicated an interest in connecting to the sewer system and it is most beneficial to the City to have all commercial properties along Hwy 205 connect to the new infrastructure. The winery is the only commercial property developing on the east side of Hwy 205 at this time. Under the present plan, this would require a single property owner pay the costs for the sanitary sewer bore and crossing under Hwy 205. For the same reasons the City is paying the upfront costs for the original design and construction of the line, this additional bore is cost prohibitive for a single property owner. The price discourages the winery owners from connecting.

As such, staff requested the engineer, tnp, to refigure costs adding in the bore and crossing to the project and to examine various pro rata arrangements in order to determine the fairest way to distribute costs for all property owners that could possibly be served by the project. Tnp has provided a suggested pro rata cost allocation, attached, which is based on square foot of commercial property for every property which could eventually be served by the sanitary sewer system.

FINANCIAL IMPACT:

The additional construction cost for Double R Utilities to complete the work is \$72,291. There is also a 5% contingency fee now included in the total project costs and some additional surveying and easement preparation costs amounting to \$40,344. This change order will require a budget amendment.

While a budget amendment was already approved for project construction for FY 21 and engineering costs were budgeted in FY 20, staff recommends amending the Fund Balance Policy to create a Capital Projects Fund and allocate an appropriate amount of funds for this and future capital projects. Once established, a transfer may be made to the utility Fund which produces a neutral effect on the FY 21 Budget. The City has reserve funds which may be allocated for this purpose with Council approval.

RECOMMENDATION:

Staff recommends approval. If Council approves, staff suggests that Council direct staff to bring forth an ordinance amending the Code of Ordinances requiring any commercial properties tie into an existing sanitary sewer line if a line and capacity are available as determined by the City Engineer.

NO MOTION

- 6.9. Discussion and action regarding approval of a Pro Rata Sanitary Sewer Agreement between the City and Property owners to be served by the sanitary sewer line serving the General Business District on Hwy 205 between Via Toscana to FM 550 and corresponding cost allocation to reimburse the City for the sanitary sewer line expense.

City Administrator Palomba presented a proposed pro-rata reimbursement agreement for sanitary sewer improvements and explained how the proposal works.

Following discussion, it was determined that the City Administrator should work with Council Member Dahl to determine a recommendation to bring back to the council on this item.

NO MOTION

- 6.10. Discussion and action regarding a request by Chief Simmons for purchase of a new Fire engine in the amount of \$380,668 due to catastrophic failure of the City's primary fire and reserve fire engines.

Chief Simmons presented the proposal received from Siddons Martin Emergency Group, LLC for a Pierce-Commercial Freightliner M2-106 FXP pumper truck.

MOTION: APPROVE THE PURCHASE OF THE PIERCE-COMMERCIAL FREIGHTLINER M2-106 FXP PUMPER TRUCK AS PER PROPOSAL FROM SIDDONS MARTIN EMERGENCY GROUP, LLC.

MADE BY: Council Member Dahl

SECONDED BY: Council Member Davis

APPROVED: AYES: Council Member Dahl, Council Member Davis, Mayor Pro Tem Kipphut

NOES: Council Member Woessner

- 6.11. Discussion and direction to staff regarding review of the City's existing Fund Balance Policy, current reserve levels and account balances, and consideration of allocation of funds to proposed and existing fund balance reserves.

City Administrator Palomba presented her staff report on this item:

BACKGROUND OF ISSUE:

The City has a Fund Balance Policy, attached, which allocates funds for restricted, assigned, and unassigned purposes. The Fund Balance Policy was adopted in 2019. Fund balance reserves were allocated for the following:

- Restricted Fund Balance
 - (Fire Station)
- Assigned Fund Balance
 - Utility Fund
 - Sonoma Verde Roads
 - Capital Fleet Replacement
- Unassigned Fund Balance (residual net resources)

FINANCIAL IMPACT:

If items on tonight's agenda for the Change Order for the sewer line (\$72,291.00) and fire engine (\$380,668) are approved, a budget amendment is required to fund those items.

\$325,000 was originally allocated for capital fleet replacement in 2019. Those funds may be transferred to the General Fund to cover most of the cost for the fire engine. However, staff recommends amending the Fund Balance Policy combining restricted fund balance for the fire station and remaining assigned capital fleet replacement funds into one assigned Public Safety Capital Fund for the Public Safety station, public safety vehicles and related public safety capital equipment needs and then transferring the \$380,668 to the General Fund to cover the costs for the fire engine.

The City previously approved the sanitary sewer line project. Since there was not an existing Capital Projects Fund, the FY 21 Budget was amended to show the General Fund absorbing those costs. If a Capital Projects Fund were established, the City could show a transfer to the Utility Fund to offset the cost of the sewer project. This would make the impact of the sewer project budget neutral. There are significant funds in reserve, but without the Capital Projects Fund, there is no mechanism to transfer the funds to the current budget.

RECOMMENDATION IF COUNCIL MOVES FORWARD WITH FIRE ENGINE PURCHASE AND SEWER LINE CHANGE ORDER:

- 1) At the next Council Meeting, amend the Fund Balance Policy by resolution to accomplish the following:
 - a) Combine restricted fund balance for the fire station and remaining capital fleet replacement funds into one assigned Public Safety Capital Fund for the Public Safety station, public safety vehicles and related public safety capital equipment needs.
 - b) Create a new assigned Capital Projects Fund (non-specific) and allocate funds for the sewer line project.
- 2) Amend the Budget at the next meeting to include the following:

- a) Transfer the \$380,668 from the Public Safety Capital Fund to the General Fund to fund the fire engine expenditure.
- b) Transfer sufficient Capital Projects Funds to the Utility Fund to fund the entirety of the sewer project.

SUGGESTED DIRECTION TO STAFF: Direct Staff to bring forth a resolution amending the Fund Balance Policy with above changes and corresponding budget amendment ordinance to fund a new fire engine and Hwy 205 Sanitary Sewer project change.

MOTION: DIRECT STAFF TO BRING FORTH A RESOLUTION AMENDING THE FUND BALANCE POLICY WITH ABOVE CHANGES AND CORRESPONDING BUDGET AMENDMENT ORDINANCE TO FUND A NEW FIRE ENGINE AND HWY 205 SANITARY SEWER PROJECT CHANGE

MADE BY: Council Member Dahl
SECONDED BY: Council Member Davis
APPROVAL: Unanimous

- 6.12. Council will receive an update from Chief Simmons regarding recent winter weather impacts to the City.

Chief Simmons gave a brief review of recent impacts to the city from the recent winter weather. He highly complimented his crew for the hard work they did during the winter storm.

- 6.13. Discussion and action regarding consider of scheduling a "Clean Up the City" weekend.

Council Member Woessner presented this item. She explained that she had received a call from a resident of League Road regarding the excessive amount of trash in their neighborhood and they are asking for help from the city to get this cleaned up.

Staff was directed to work with Council Member Woessner to establish a date for a clean-up and to look into help they might receive from CWD, the possibility of dumpsters in the area, and soliciting volunteers to help with the project.

City Administrator Palomba stated she would check into these possibilities as well as the possibility for help from the county. She stated she would look into groups needing community hours also.

- 6.14. Discussion and action regarding City Council chamber set up for video streaming.

Council Member Woessner presented this item. She shared some of her ideas about ways to better video stream in the council chambers. She asked that the council have some input into the placement of cameras, speakers, and microphones.

Staff reported that they have been working on this project and have now received three proposals and hope to present a recommendation to the council at the next meeting.

- 6.15. Council will receive a recommendation for selection of a consultant to update the City's Comprehensive Plan followed by discussion and action authorizing the City Administrator to enter into contract negotiations with selected firm.

MOTION: SELECT KIMLEY HORN AS CONSULTANT TO UPDATE THE CITY'S COMPREHENSIVE PLAN AND AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO CONTRACT NEGOTIATIONS.

MADE BY: Council Member Davis
SECONDED BY: Council Member Woessner
APPROVAL: Unanimous

7. EXECUTIVE SESSION

- 7.1. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.074(a)(1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Administrator Employment Agreement

No Executive Session held for this item.

- 7.4. Adjourn into Executive Session (Closed Session) in accordance with Texas Government Code: Section 551.071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding ranking, negotiating and award of contract to a consultant for updating the City's Comprehensive Plan.

The Council recessed into Executive Session at 10:07 p.m.

- 9.2. Reconvene Regular Meeting

The Council reconvened back into the regular meeting at 10:31 p.m.

- 9.3. Executive Session Action

No Action

8. UPDATES, DISCUSSION AND DIRECTION TO STAFF

No updates, discussion or direction to staff.

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

No Reports or Announcements

10. ADJOURN

There being no further business to discuss, Mayor Pro Tem Kipphut adjourned the meeting at 10:36 p.m.

APPROVED:

Lorna Kipphut, Mayor Pro Tem

Rochelle Green, City Secretary

May 1, 2021

General Election

Contract for Election Services

**Elections Administrator of
Rockwall County
and
McLendon-Chisholm
and
Rockwall Independent School
District**

May 1, 2021

General Election

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Appendix A	Early Voting Schedule and Polling Locations
Appendix B	Election Day Schedule and Polling Locations
Appendix C	Cost of Services
Appendix D.....	Joint Election Agreement

**STATE OF TEXAS
COUNTY OF ROCKWALL
CITY OF ROCKWALL
ROCKWALL INDEPENDENT SCHOOL DISTRICT**

CONTRACT FOR ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the city of **MCLENDON-CHISHOLM**, the **ROCKWALL INDEPENDENT SCHOOL DISTRICT** and the **ELECTIONS ADMINISTRATOR OF ROCKWALL COUNTY** pursuant to the authority in Subchapter D, Section 31.092 and 271.002 of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City's General Election and the School District's General Election to be held on May 1, 2021.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. PRINCIPAL DUTIES AND SERVICES OF THE EA. The EA shall be responsible for performing the following duties and shall furnish the following services and equipment:

- A. The EA shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Tabulation Room and judge of the Early Voting Balloting Board.
 - 1. The EA shall be responsible for notification of each Election day and Early Voting presiding judge and alternate judge of his or her appointment. The EA recommends providing up to four (4) election workers including alternate judges, clerks and interpreters. The presiding election judge of each polling place, however, will use his/her discretion to determine the working hours of the election workers during normal and peak voting hours. The EA will determine the number of clerks to work in the Tabulation Room and the number of clerks to work on the Balloting Board.
 - 2. Election judges (including Presiding and Alternate) shall attend the EA's school of instruction (Elections Seminar) to be held on a date determined by the EA. The Elections Seminar shall provide training in standard procedures as set forth by the Secretary of State.
 - 3. Election judges shall be responsible for picking up from and returning election supplies to the Rockwall County Election Administrator's office located at 915 Whitmore Dr. Suite D, Rockwall, Texas. Compensation for this pickup and delivery of supplies will be \$25.00.
 - 4. The EA shall compensate each election judge, alternate judge, clerk and interpreter. Each election judge and interpreter shall receive \$16.00 per hour for services rendered. Each alternate judge and clerk shall receive \$14.00 per hour for services rendered. The expenses shall be shared equally pursuant to the Joint Election Agreement as shown in Appendix D attached and incorporated by reference into this contract.

- B. The EA shall procure, prepare, and distribute voting machines, election kits and election supplies.
 - 1. The EA shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, markers, etc.
 - 2. The EA shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
- C. The EA shall be appointed as the Early Voting Clerk by the City and School District.
 - 1. The EA shall supervise and conduct early voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
 - 2. Early Voting by personal appearance for the City's General Election and School District's General Election held on May 1, 2021 shall be conducted during the time period and at the locations listed in Appendix A, attached and incorporated by reference into this contract.
 - 3. All applications for an Early Voting mail ballot shall be received and processed by the Rockwall County Elections Administrator's office located at 915 Whitmore Dr. Suite D, Rockwall, Texas 75087.
 - (a) Applications for mail ballots erroneously mailed to the City or School District shall immediately be faxed to the EA for timely processing. The original application shall then be forwarded to the EA for proper retention.
 - (b) All Federal Post Card Applicants (FPCA) will be sent an e-mail ballot.
 - 4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the EA. The Board shall meet for preparation of the early voting ballots at a time agreed to between the EA and the Early Voting Ballot Board Judge.
- D. The EA shall arrange for the use of all election day polling places. The City and School District shall each assume the responsibility of incurring and absorbing the cost of its employees required to provide access, security and/or custodial services for the polling locations pursuant to a Joint Election Agreement as shown in Appendix D attached and incorporated by reference into this contract. The election day polling locations are listed in Appendix B, attached and incorporated by reference into this contract.

E. The EA shall be responsible for establishing and operating the Tabulation Room.

1. The EA shall prepare, test and run the County's Tabulation System in accordance with the statutory requirements.
2. The Public Logic and Accuracy Test of the electronic voting system shall be conducted by the EA and notice of the date shall be posted in local newspapers.
3. The EA shall cause to be published in the local newspapers the required notices including notices of early voting locations, election day voting locations, and tabulation testing.
4. Election night reports will be available to the City and School District after tabulation is completed and will be released on the Election Departments Website www.rockwallvotes.com. Provisional ballots will be tabulated after election night in accordance with the Texas Election Code.
5. The EA shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City and School District as soon as possible after all returns have been tallied.
6. The EA shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City and School District in a timely manner. Unless waived by the Secretary of State, if applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(e) of the aforementioned code.

II. PRINCIPAL DUTIES AND SERVICES OF THE CITY AND SCHOOL DISTRICT.

Each entity shall assume the following responsibilities:

- A. The City and School District shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body.
- B. The City and School District shall provide the EA with an updated map and street index of its jurisdictions in an electronic or printed format not later than 1 March 2021.
- C.
 1. The City and School District shall deliver to the EA as soon as possible the official wording for the City's General Election and School District's General Election to be held on May 1, 2021.
 2. The City and School District shall approve the ballot format prior to the final printing.
- D. The City, School District and the EA shall determine the number of ballots to be purchased.

- E. The City and School District shall compensate the EA for any additional verified cost incurred in the process of running this election or for a manual count of this election, if required, consistent with charges and rates shown on Appendix C for required services. These costs will be invoiced for reimbursement.
- F. The City and School District shall reimburse Rockwall County for its portion of the printing costs of any and all related materials for ballots, early voting, election day voting, election kits.
- G. The City and School District shall reimburse Rockwall County for its portion of the rental of all electronic voting equipment.
- H. The City and School District shall each reimburse the EA for an administrative fee of ten percent (10%) of the City and School District's portion of the total cost of the election.
- I. The City and School District shall each deposit its share of the election costs as set forth on Appendix C. The check is to be made payable to Rockwall County and delivered to the EA. The final costs of the election along with the ten percent (10%) administration fee will be prepared on a format similar to Appendix C and the invoice along with any supporting documentation shall be delivered by the EA. The invoice is due and payable 30 days after receipt by the City and School District.
- J. The City and School District, in the event of a contested election, agrees to provide competent legal counsel and representation for the EA and staff, covering any and all legal fees and costs as a result of this elections process.
- K. The City and School District, in the event of a recount, agrees to reimburse any expenses incurred by the EA's office not covered by the charges assessed to the person requesting the recount. This would include, but not be limited to the compensation costs of any Rockwall County Election personnel required to work beyond regular office hours in order to conduct said recount of this election. The recount shall take place in the EA's office and the EA's office shall assist the Recount Supervisor and/or the Recount Coordinator in the completion of the recount.
- L. The EA shall be the custodian of the voted ballots and shall retain all election materials for a period of 6 months.

III. COST OF SERVICES. See Appendix C.

- A. The City and School District shall share equally in the expense of conducting early voting and election day voting pursuant to a Joint Election Agreement as shown in Appendix D attached incorporated by reference into this contract.
- B. The cost of site support by Third Party Contractors shall be shared equally by the City and School District pursuant to a Joint Election Agreement as shown in Appendix D attached and incorporated by reference into this contract.

IV. GENERAL PROVISIONS.

- A. [To the extent of the law](#), the City and School District agree to save and hold harmless the EA from any and all claims arising out of the failure or omission of the City or School District to perform its obligations under this contract.
- B. [To the extent of the law](#), the EA agrees to save and hold harmless the City and School District from any all claims arising out of the failure or omission of the County and the EA to perform their obligations under this contract.
- C. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City's General Election or School District's General Election held on May 1, 2021 is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.066 of the Texas Election Code.
- D. Upon request, the EA shall provide copies of all invoices, cost reports and other charges incurred in the process of running said election for the City and School District.
- E. The EA shall file copies of this contract with the County Auditor and the County Treasurer of Rockwall County, Texas.
- F. The City and School District shall enter into a Joint Election Agreement as shown in Appendix D attached and incorporated by reference into this contract.
- G. If the City and/or School District cancels their election pursuant to Section 2.053 of the Texas Election Code, the EA shall be paid a contract preparation fee of \$75.00. The City and School District will not be liable for any further costs incurred by the EA in conducting the May 1, 2021 Election.
- H. This Agreement contains the entire agreement of the parties to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts relating to each Entity's May 2021 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- I. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent or employee of any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.
- J. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had

signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

WITNESS BY MY HAND THIS _____ DAY OF _____, 2021.

Christopher J. Lynch, Elections Administrator
Rockwall County, Texas

Keith Short Mayor
Rockwall, Texas

ATTEST:

Lisa Palombo, City Secretary

JJ Villareal, Superintendent
Rockwall Independent School District

ATTEST:

Secretary

Appendix A EARLY VOTING LOCATIONS & HOURS FOR GENERAL ELECTION

(votacion anticipada horarios y ubicaciones para elecciones generales)

May 1, 2021

(6 de mayo de 2019)

POLLING PLACE (lugar de votacion)		LOCATION & ADDRESS (lugar y direccion)		CITY (ciudad)		
CITY HALL		1371 W FM 550		MCLENDON-CHISHOLM		
SUNDAY (Domingo)	MONDAY (Lunes)	TUESDAY (Martes)	WEDNESDAY (Miercoles)	THURSDAY (Jueves)	FRIDAY (Viernes)	SATURDAY (Sabado)
N/A	APRIL 19 8am – 5pm Early Voting	APRIL 20 7am – 7pm Early Voting	APRIL 21 8am – 5pm Early Voting	APRIL 22 7am – 7pm Early Voting	APRIL 23 8am – 5pm Early Voting	APRIL 24 10am – 3pm Early Voting
SUNDAY N/A	APRIL 30 8am – 5pm* Early Voting	APRIL 27 8am – 5pm* Early Voting	APRIL 28 N/A	APRIL 29 N/A	APRIL 30 N/A	MAY 1 Election Day 7am-7pm

Appendix B ELECTION DAY VOTING LOCATIONS & HOURS FOR GENERAL ELECTION

(lugares de votacion de dia de la eleccion para elecciones generales)

May 1, 2021

(6 de mayo de 2019)

7:00 a.m. – 7:00 p.m.

POLLING PLACE (lugar de votacion)	LOCATION & ADDRESS (lugar y direccion)	CITY (ciudad)
CITY HALL	1371 W FM 500	MCLENDON-CHISHOLM

Appendix C

COST OF SERVICES (Estimate)				
	Quantity	Unit Costs	Subtotal Costs	Extended Costs
DIRECT COSTS				
ES&S (VENDOR)				
ES&S Site Support Fee				846.50
Programming				1974.40
Ballots	3000	.30		1800.00
TOTAL BILLED FROM ES&S				4620.90
ROCKWALL COUNTY EA				
Supply Costs				30.00
Equipment Rental				
Express Vote Device	5	250.00	250.00	1250.00
DS200	1	100.00	100.00	100.00
Herald-Banner (Advertisement)				133.25
COMPENSATION OF COUNTY EMPLOYEES				
Staff Overtime				700.00
COMPENSATION OF JUDGES & CLERKS				2000.00
TOTAL BILLED FROM COUNTY				4213.25
SUBTOTAL OF DIRECT COSTS				8834.15
ADMIN FEE (10% CALCULATED ON FINAL BILLING)				883.00
TOTAL CONTRACT COST				9717.15

Appendix D

**STATE OF TEXAS
MCLENDON-CHISHOLM
ROCKWALL INDEPENDENT SCHOOL DISTRICT**

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between the city of Rockwall, and the Rockwall Independent School District.

By the terms of this agreement, the City and School District do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election of the General Election of the City and the General Election of the School District to be held on Saturday, May 1, 2021. All entities have contracted with the Rockwall County Elections Administrator to perform various duties and responsibilities on behalf of the two entities.

The two entities shall share equally in the expense of conducting Early and Election Day voting, polling locations, election officials, election supplies, ballots and other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election.

An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the EA in conducting the May 1, 2021 Joint General Election; they will be liable for on the contract preparation fee of \$75.00.

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts relating to each Entity's May 2019 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent or employee of any

Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.

This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

APPROVED BY THE CITY COUNCIL OF MCLEND-CHISHOLM, TEXAS, in its meeting held on the _____ day of _____, 2021, and executed by its authorized representative.

Keith Short
Rockwall, Texas

ATTEST:

Lisa Palombo, City Secretary

APPROVED BY THE TRUSTEES OF THE ROCKWALL INDEPENDENT SCHOOL BOARD, in its meeting held on the _____ day of _____, 2021 and executed by its authorized representative.

JJ Villareal, Superintendent
Rockwall Independent School District

ATTEST:

Secretary



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: March 4, 2021

APPLICANT: C & G Ros Development LLC
3095 Wincrest Drive
Rockwall, Texas 75032

LOCATION: 411 South State Highway 205, McLendon-Chisholm

CITY COUNCIL HEARING DATE: March 9, 2021

REQUEST:

The applicant is requesting to amend the approved Concept Plan for the Rosini Winery planned development district to allow an increase to the covered square footage currently authorized by the Concept Plan. This request is also submitting a new site plan as required by the Planned Development District language.

If approved by the City Council, the addition of a 26 foot long by 18 foot wide covered seating pavilion with a fire place would be added to the authorized square footage.

PROPERTY OWNERS: C & G Ros Development LLC
3095 Wincrest Drive
Rockwall, Texas 75032

REPRESENTATIVE: Carol Rosini

PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval subject to conditions recommended by staff.

STAFF RECOMMENDATION:

Approval of the requested amendment to the concept plan and approval of the submitted site plan subject to the following conditions:

- The covered pavilion must be constructed as shown on the site plan submitted with this application.
- The construction must be in accordance with the elevations submitted with this application.
- The applicant must obtain a building permit for the construction of the covered pavilion/fireplace prior to commencement of construction.

BACKGROUND INFORMATION:

The Rosini Winery zoning district allows for the addition of an accessory seating area [see the Accessory Uses section of the PDD below]. Each phase of the winery development requires a site plan to be reviewed by the Planning and Zoning Commission with a recommendation made to the City Council.

The applicant wants to add a covered seating area with outside fireplace as an accessory use to the site plan.

This is the only revision to the Concept Plan for this phase of development. Section 5-1 PD Planned Development District regulations of the City of McLendon-Chisholm Zoning Ordinance Subsection D (c) requires the conceptual plan be amended if the proposed amendment increases density. The addition of 468 square feet is an increase in density.

If the City Council approves the request to amend the Concept Plan, then the attached site plan will become the new concept plan for the planned development district.

Thoroughfares/streets:

State Highway 205 is a principal thoroughfare through the city. It is currently a two-lane undivided roadway. The current City Thoroughfare Plan shows SH 205 commencing at FM 550 and heading south to be a future four-lane divided arterial. However, the Rockwall County Thoroughfare Plan, adopted in 2019 shows SH 205 to be six-lane divided principal arterial.

The city acquired additional right of way for the future widening of SH 205 when the applicant previously platted the subject property for either the four-lane version or the six-lane version.

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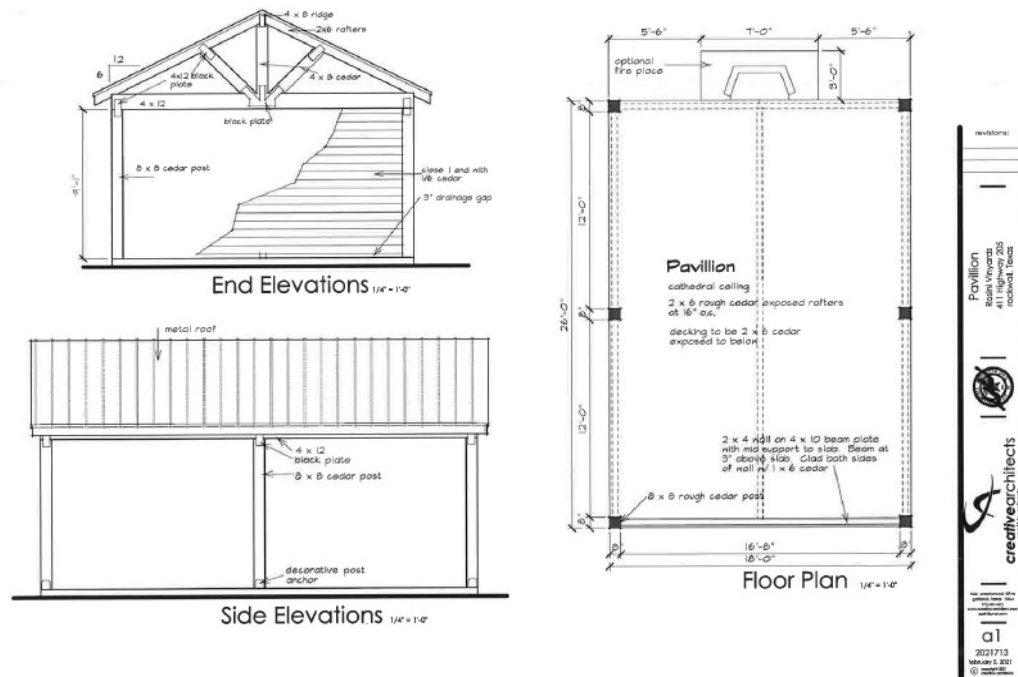
[illegible]

Site Plan 1" = 30'-0"  North

[illegible]

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Elevations:



Planned Development District Ordinance Conditions:

Uses allowed:

The only uses allowed in this planned development district are:

LAND USE

PARKING REQUIRED

Those uses allowed in the McLendon-Chisholm General Business Zoning District and:

Winery with tasting room

[this use must conform to Chapter 16
Of the Texas Alcoholic Beverage Code]

One space for each 200 square feet of retail space
One space for each 100 square feet of tasting room
One space for each 4000 square feet of fermenting,
processing, bottling or storage of wine production
or storage facility [this includes a barrel room].

Accessory Uses that are customarily incidental to any land use authorized by this planned development district may not exceed five (5) percent of the land use to which they are customarily incidental, however an outdoor seating deck when adjacent to or accessory to a winery or wine tasting room is not restricted five (5) percent of the main use.

Required Parking:

Parking spaces shall conform to the size and shape requirements of the Zoning Ordinance.

Minimum parking shall be provided in accordance to the parking shown above.

Required parking spaces may be shared between and by all uses on the property.

For all General Business Zoning District uses parking shall be provided in accordance with the requirements of the City of McLendon-Chisholm Zoning Ordinance.

Setbacks:

Setback in this planned development district shall be as shown below:

Front yard	75 feet
Side yard	25 feet
Rear yard	25 feet

Note: entry or exit drives and architectural entry features may be placed within the required setbacks but they must be shown on any required site plan. Additionally, any driveway adjacent to State Highway 205 shall have been issued a permit from the Texas Department of Public Safety a copy of which shall be submitted concurrently with any request for development or construction. Driveways and entry features must provide sufficient distance from any adjacent property so as not to be a hazard to the vehicular travelling public.

Height:

The maximum height of a building shall not exceed 45 feet.

Stories:

There is no maximum number of stories.

Screening:

Visual screening shall be provided between commercial buildings and parking areas when adjacent to residential uses. Visual screening shall be a minimum of six feet in height and may be living and irrigated hedge materials or constructed in accordance with Section 6-8 of the McLendon-Chisholm Zoning Ordinance. All dumpsters shall be screened from State Highway 205 and from adjacent residential property by solid screening that complies with the Section 6-

8 of the McLendon-Chisholm Zoning Ordinance. If visual screening is used, a landscape plan shall be reviewed by the Planning and Zoning Commission and approved by the City Council.

Site Plan:

A site plan that conforms to Section 6-1 of the McLendon-Chisholm Zoning Ordinance is required for every phase of development for all uses permitted by this planned development district. Required site plans shall be approved by the Planning and Zoning Commission and by the City Council prior to the issuance of a certificate occupancy or construction or development permit. The site plan approval process shall include elevations of all structures existing or to be built within this planned development district.

Site plans must show emergency apparatus/vehicle access roads and turnarounds that conform to the adopted Fire Code.

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City of McLendon-Chisholm

Staff Report

Presentation by Chris Cuny representing Teague Nall and Perkins, Inc. (TNP), followed by discussion and action regarding consideration of Change Order No. 1 for modification of an existing contract with Double R Utilities, Inc. to include an additional sanitary sewer bore and crossing under Hwy 205 in the amount of \$72,291 and related cost increase of \$40,344 to serve properties on the east side of 205 and properties north of FM 550. (Requested by Palomba)

DATE:

March 9, 2021

BACKGROUND OF ISSUE:

Council previously approved a contract with Double R Utilities, Inc. in the amount of \$328,647. When the contract was approved, it was determined that the City would assume the upfront costs of construction in an effort to spur economic development with the understanding that costs would be distributed among property owners on the west side of Hwy 205 and the City would be reimbursed pro rata as properties developed. It was also initially determined that any property owners on the east side of 205 or north of FM 550 that wanted to connect to the sanitary sewer system would not participate in the pro rata costs but would pay for the actual cost of materials and construction to connect to the main.

The Rosini Winery was under construction and had a septic system designed to serve the winery at the time the city entered into the contract with Double R Utilities. Due to timing of the winery construction and expected timing of the sewer main construction, it seemed unlikely the sewer system would be finished in time for the winery to connect.

However, the winery owners have indicated an interest in connecting to the sewer system and it is most beneficial to the City to have all commercial properties along Hwy 205 connect to the new infrastructure. The winery is the only commercial property developing on the east side of Hwy 205 at this time. Under the present plan, this would require a single property owner pay the costs for the sanitary sewer bore and crossing under Hwy 205. For the same reasons the City is paying the upfront costs for the original design and construction of the line, this additional bore is cost prohibitive for a single property owner. The price discourages the winery owners from connecting.

As such, staff requested the engineer, tnp, to refigure costs adding in the bore and crossing to the project and to examine various pro rata arrangements in order to determine the fairest way to distribute costs for all property owners that could possibly be served by the project. Tnp has provided a suggested pro rata cost allocation, attached,

which is based on square foot of commercial property for every property which could eventually be served by the sanitary sewer system.

FINANCIAL IMPACT:

The additional construction cost for Double R Utilities to complete the work is \$72,291. There is also a 5% contingency fee now included in the total project costs and some additional surveying and easement preparation costs amounting to \$40,344. This change order will require a budget amendment.

While a budget amendment was already approved for project construction for FY 21 and engineering costs were budgeted in FY 20, staff recommends amending the Fund Balance Policy to create a Capital Projects Fund and allocate an appropriate amount of funds for this and future capital projects. Once established, a transfer may be made to the utility Fund which produces a neutral effect on the FY 21 Budget. The City has reserve funds which may be allocated for this purpose with Council approval.

RECOMMENDATION:

Staff recommends approval. If Council approves, staff suggests that Council direct staff to bring forth an ordinance amending the Code of Ordinances requiring any commercial properties tie into an existing sanitary sewer line if a line and capacity are available as determined by the City Engineer.

SUGGESTED MOTION FOR APPROVAL:

I move to approve Change Order No. 1 with Double R Utilities in the amount of \$72,291 and to bring forth a budget amendment for the change order and related expenses of \$40,344 at the next meeting.

Lisa Palomba, City Administrator

Change Order No. 1

Date of Issuance: 02-16-2021

Effective Date: 02-23-2021

Owner: City of McLendon-Chisholm

Owner's Contract No.:

Contractor: Double R Utilities, Inc.

Contractor's Project No.: 221-1013

Engineer: Teague Nall & Perkins

Engineer's Project No.: MLD 20507

Project: SH 205 Sanitary Sewer Improvements

Contract Name: SH 205 Sanitary Sewer Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Additional Sanitary Sewer Bore and Crossing

Attachments: *[List documents supporting change]* Rosini Winery Stub-Out

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>328,647.00</u>	Original Contract Times: Substantial Completion: <u>90</u> Ready for Final Payment: <u>120</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>none</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ <u>328,647.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>90</u> Ready for Final Payment: <u>120</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>72,291.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>10</u> Ready for Final Payment: <u>10</u> days or dates
Contract Price incorporating this Change Order: \$ <u>400,938.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>100</u> Ready for Final Payment: <u>130</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u></u>	By: <u></u>	By: <u></u>	
Title: <u>Associate - TNP, Inc.</u>	Title: <u>Owner (Authorized Signature)</u>	Title: <u>Contractor (Authorized Signature)</u>	
Date: <u>February 18, 2021</u>	Date: <u> </u>	Date: <u>02-16-2021</u>	

Approved by Funding Agency (if applicable)

By: Date:
Title:

Double R Utilities, Inc.

466 Poetry Road
Royse City, TX 75189
(972)772-9060 Fax (972)772-9075
BID PROPOSAL

Date: 02-04-21

TNP, Inc.
825 Watters Creek Blvd. Ste. M300
Allen, TX 75013

Reference Project: SH 205 - Sanitary Sewer
Rosini Winery Stub-Out
McLendon-Chisholm, TX

Quantities and Prices:

Item	Quantity	Unit Price	Total
Sanitary Sewer			
1 12" SDR-26 Depth (20'-22')	220 LF @	64.00	14,080.00
2 12" Bore and Casing Hwy 205	180 LF @	260.00	46,800.00
3 4' Diameter Manhole	1 EA @	4,520.00	4,520.00
4 12" Stub Out	2 EA @	750.00	1,500.00
5 8" Stub Out -w/ MH Drop Connection	1 EA @	3,250.00	3,250.00
6 Connect to Proposed MH (Sta 10+57)	1 EA @	1,500.00	1,500.00
7 TV Testing	220 LF @	1.80	396.00
8 Trench Safety	220 LF @	0.75	165.00
9 Revegetation	400 SF @	0.20	80.00
SANITARY SEWER BID AMOUNT			\$ 72,291.00

This bid was prepared from unapproved plans. Inclusions: labor, material, equipment, insurance and supervision to install water, sanitary sewer, and storm sewer per plans, mechanical soil compaction, and stock piling of excess spoils. Exclusions: engineering, permit, or inspection fees, rock excavation, haul off excess spoils, soil compaction testing, materials testing, any grade-to-drain, any survey/layout, landscape replacement, any paving replacement, erosion control/inlet, grouting rip rap, brush/tree clearing, conflicts w/ existing utilities, or re-mobilization.


Jeff Lawrence
Project Manager

**PRO-RATA REIMBURSEMENT
AGREEMENT FOR
SANITARY SEWER IMPROVEMENTS**

THE STATE OF TEXAS §
ROCKWALL COUNTY §

THIS AGREEMENT, made in compliance with the requirements of the Code of the City of McLendon Chisholm and entered into this _____ day of _____, 2021, by and between CITY OF MCLENDON CHISHOLM, TEXAS, of the County of Rockwall and State of Texas, acting through Lisa Palomba, City Administrator, hereinafter referred to as **CITY** and _____ of the City of _____, County of _____ and State of Texas hereinafter referred to as **DEVELOPER**.

WITNESSETH:

WHEREAS, CITY proposes to construct a sanitary sewer main connecting to an existing sanitary sewer main owned by the CITY to serve property owned by the DEVELOPER; and

WHEREAS, CITY desires to set forth the manner in which it may obtain reimbursement of construction costs for that portion of the sanitary sewer main that will provide sanitary sewer service to the DEVELOPER's property:

NOW, THEREFORE, for and in consideration of all of the premises and other good and valuable consideration, the parties MUTUALLY AGREE:

I.

The CITY shall construct the sanitary sewer main hereafter referred to as MAIN at the CITY's expense from the point of the connection to the existing sanitary sewer system to and through the tract of land owned by DEVELOPER. Attached and marked Exhibit "A" is a drawing showing the route of the proposed MAIN with reference points relating to the approved engineering plans. Exhibit "A" to which further reference is made herein shall be a part of this agreement for all purposes.

II.

By the execution of this agreement, it is expressly understood that the CITY does not assume any obligations which may arise under any terms of an agreement previously entered into or which may in the future be entered into by the DEVELOPER with a third party for the construction of the subject MAIN.

III.

The subject MAIN shall upon completion of all or any position thereof become the property of the CITY and subject to its jurisdiction and control.

IV.

The DEVELOPER in consideration of the CITY constructing the MAIN at the City's expense agrees to reimburse the CITY a pro rata share of the total cost of constructing the MAIN a sum equal to but not exceeding the actual construction cost of the portion of the **MAIN that serves the acreage of the DEVELOPER's Property**. The total construction cost for The Main is \$491,282.00, which is projected to serve 96.63 acres of developable property. The pro-rata reimbursement from DEVELOPER for their share of the cost of the MAIN is:

\$5,084.16 per acre, lot or tract of land which is _____ acres for a total reimbursement of (\$_____).

The CITY, upon completion of the MAIN construction, will furnish the DEVELOPER a certified itemized list of quantities, materials and any related construction costs to the DEVELOPER. Such itemized list will provide the actual total construction costs eligible for reimbursement by pro rata fees to the CITY from the DEVELOPER.

V.

The DEVELOPER agrees to provide to the CITY any necessary easements, together with necessary working space as required to construct the subject MAIN wherever the MAIN crosses private property.

VI.

The MAIN shall be installed in accordance with current City standards and specifications. The City Engineer or his/her representative will determine that subject MAIN is constructed in accordance with approved engineering plans and specifications and upon completion the MAIN shall become the property of the CITY and an integral part of the CITY's system and subject to maintenance, jurisdiction and control of the CITY.

VII.

Should any provision of this agreement be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this agreement shall not in anyway be affected and all provisions of this agreement which are not declared to be illegal shall be binding upon the CITY and DEVELOPER; DEVELOPER agrees that in the event that a court determines all or a portion of this agreement is unenforceable, the CITY shall have the option to discontinue further work on the subject MAIN and if the MAIN has not been completed, refuse to make any further expenditures in the way of furnishing labor, materials and supplies. It is specifically agreed, however, that the portion of this main which may have been constructed shall remain the property of the CITY for all purposes and DEVELOPER agrees that the CITY shall retain the right to use all easements provided by DEVELOPER as a part of this agreement.

VII.

The CITY on behalf of itself, its contractors and its agents covenants and agrees to hold harmless and indemnify the DEVELOPER from and against any and all claims for personal injury (including death) or property damage which may arise from the MAIN construction operations performed under the terms of this agreement;

VIII.

In accordance with City Ordinance, the CITY agrees to collect from each person, firm or corporation making a connection to this MAIN constructed under this agreement as shown on Exhibit "A" the sum of \$5,084.16 per acre, for acreage served by this MAIN as shown on Exhibit "A".

For a period of fifteen (15) years following completion by the CITY of the completed MAIN, the CITY shall collect reimbursement for the appropriate pro rata share of costs from all property owners that connect to the MAIN.

IX.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____
Day of _____, **2021**.

DEVELOPER:

Signature

Printed Name

Title

Notary Acknowledgement

CITY OF MCLENDON CHISHOLM:

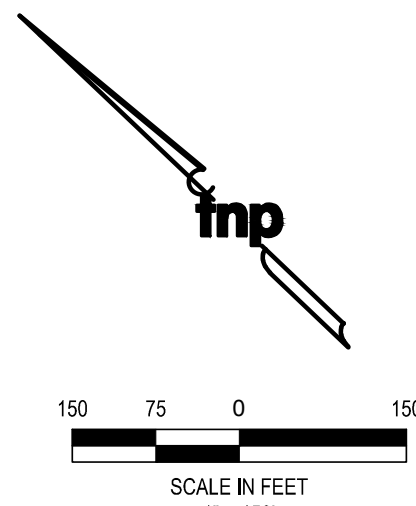
Lisa Palomba
City Administrator

ATTEST:

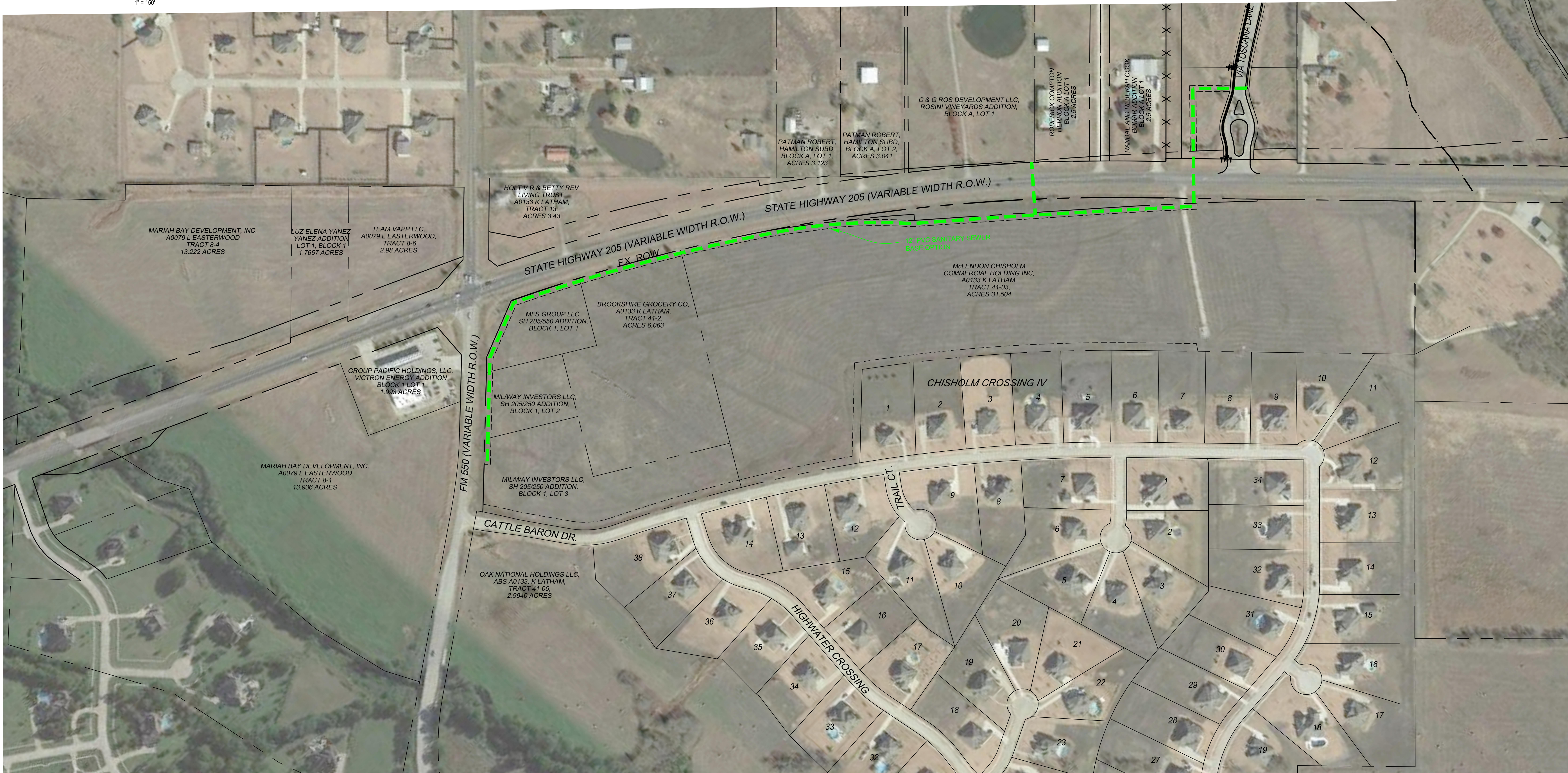
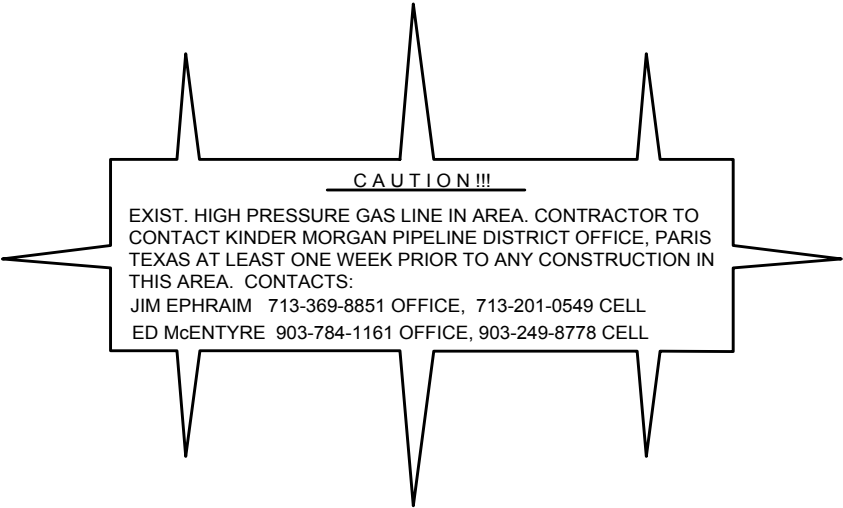
APPROVED AS TO FORM

City Secretary

City Attorney



LEGEND	
	12" SANITARY SEWER BASE OPTION

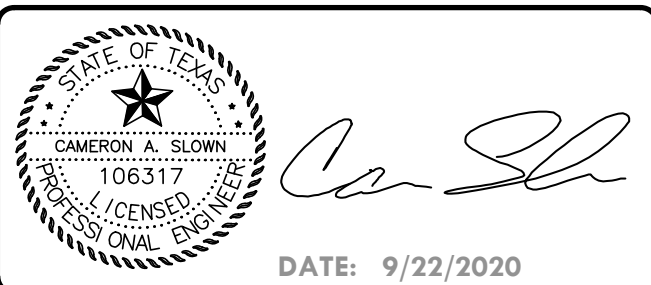


Drawing: P:\00_FCD\Projects\Governmental\MLD 205 Sewer Layout\Drawings\10 OVERALL SANITARY SEWER LAYOUT.dwg at Feb 19, 2021 10:07pm by adam

no.	revision	by	date



teague nall and perkins, inc
825 Waters Creek Blvd., Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
www.tnpsc.com
TBP/ELS: ENGR F-230; SURV 10011600, 10011601, 10194381
GPPE: PEF007431; TBAE: BR 2673



scale
when bar is
1 inch long
horiz
1"=150'
vert
N/A
FEB 2021



McLendon- Chisholm, Texas
Improvements for
CITY OF MCLENDON-CHISHOLM
OVERALL SEWER LAYOUT PLAN

tnp project
MLD 20507
sheet
1
of
9

Commercial Acreage**Sewer Cost**

Engineering	\$	50,000.00
Construction Bid from Double R	\$	328,647.00
Added Sewer Across Hwy 205	\$	72,291.00
Surveying - Easement Prep	\$	9,450.00
Surveying - Const. Staking	\$	7,500.00
Construction contingency (5%)	\$	23,394.00
	\$	491,282.00

Ownership	Property ID	Total Acreage	Commercial Acreage	Percent Cost	Total Cost \$ 491,282.00
McLendon Chisholm Commercial Holdings	83800	31.50	31.50	32.60%	\$ 160,145.94
Brookshire Grocery	73547	6.06	6.06	6.27%	\$ 30,809.03
MFS Group	101321	1.51	1.51	1.56%	\$ 7,676.84
Milway	101322	1.34	1.34	1.39%	\$ 6,812.56
Milway	101323	4.14	4.14	4.28%	\$ 21,047.75
Sonic	82859	1.99	1.99	2.06%	\$ 10,117.16
Mariah Bay	61971	13.94	13.94	14.43%	\$ 70,870.94
Mariah Bay	60943	13.22	13.22	13.68%	\$ 67,210.46
Yanez	86518	1.77	1.77	1.83%	\$ 8,998.68
Team Vapp LLC	86519	2.98	2.98	3.08%	\$ 15,150.31
VR Holt	11384	3.43	3.43	3.55%	\$ 17,438.11
Robert Patman	16824	3.13	3.13	3.24%	\$ 15,923.08
Robert Patman	16825	3.04	3.04	3.15%	\$ 15,460.44
C&G Ros Development	102484	3.58	3.58	3.70%	\$ 18,200.71
Roderick Compton	17109	2.50	2.50	2.59%	\$ 12,710.00
Randal Cook	14317	2.50	2.50	2.59%	\$ 12,710.00
		96.63	96.63	100.00%	\$ 491,282.00