



**AGENDA
CITY COUNCIL MEETING
TUESDAY, APRIL 11, 2023
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032
6:30 PM**

	Page
1. CALL TO ORDER	
2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS	
3. RULES OF DECORUM	
4. CITIZEN COMMENTS	
5. CONSENT AGENDA	
5.1. Joint Election Agreement and Contract for Election Services May 6, 2023 - Contract for Election Services	4 - 16
5.2. Consider approval of March 14, 2023 City Council Meeting Minutes March 14, 2023 City Council Minutes	17 - 26
5.3. Consider approval of the February 28, 2023 City Council Minutes March 28, 2023 City Council Minutes	27 - 40
6. ITEMS FOR CONSIDERATION AND ACTION	
6.1. Community Events Follow-Up Report Staff Report Community Events Committee Report March 2023	41
6.2. Oasis Presentation and Chapter 380 Agreement Request Staff Report Oasis Pickleball April 2023 Memo from Mr. Darren Rak, Owner-CEO Presentation Tournament Schedule Quote for DCR Site Management	42 - 55
6.3. Discussion and action designating council points of contact for the Memorial Day and Veterans Day ceremonies and the Veteran Brick Campaign programs. (Requested by Council Member Kipphut)	
6.4. City-Wide Solid Waste and Recycling Staff Report Burns & McDonnell Procurement Proposal	56 - 66

- 6.5. Discuss potential transfer of RCH water assets to the City including, but not limited to, confidentiality agreement for inspection of RCH facilities, maintenance of said facilities, and monetary obligations in connection with said facilities and operation of same.

7. EXECUTIVE SESSION

- 7.1. Adjourn into Executive Session (Closed Meeting) Pursuant to Texas Government Code: Section 551.071(2). An Executive Session will be conducted to discuss and receive legal advice concerning 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: Discuss potential transfer of RCH water assets to the City including, but not limited to, confidentiality agreement for inspection of RCH facilities, maintenance of said facilities, and monetary obligations in connection with said facilities and operation of same.

- 7.2. Reconvene Regular Meeting

- 7.3. Executive Session Action

8. UPDATES, DISCUSSION AND DIRECTION TO STAFF

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

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

- 9.1. Mayor Short

- 9.2. Mayor Pro Tem Woessner

- 9.3. Council Member Kipphut

- 9.4. Council Member McNeal

- 9.5. Council Member McLendon

- 9.6. Council Member Tucker

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., April 7, 2023 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.

**THE STATE OF TEXAS
COUNTY OF ROCKWALL**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Joint Election Agreement and Contract for Election Services ("Contract") is made by and between the Rockwall County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Rockwall County. The complete list of Participating Authorities will be available after the filing deadline as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of May 6, 2023, and administered by Christopher J. Lynch, Rockwall County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Rockwall County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on May 6, 2023;

WHEREAS, Rockwall County owns an electronic voting system, the Election System and Software (ES&S) EVS 6.0.2.0 voting system, which includes the DS200 precinct scanner, the DS450 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Rockwall County's electronic voting system, to compensate Rockwall County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Rockwall County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is agreed that other political subdivisions and districts may wish to participate in the use of Rockwall County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas

Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Rockwall County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Rockwall County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 6, 2023, Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than May 6, 2023, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the May 6, 2023, election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Rockwall County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Rockwall County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Rockwall County are:

Early Voting – Deputy Early Voting Clerk Supervisor (\$16 an hour), Bilingual Deputy Early Voting Clerk (\$16), Deputy Early Voting Clerk (\$14 an hour)

Election Day – Presiding Judge (\$16 an hour), Bilingual Clerk (\$16 an hour), Alternate Judge (\$14 an hour), Clerk (\$14 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Rockwall County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator, subject to approval of the Rockwall County Election Board, shall arrange for all election supplies and voting equipment including, but not limited to, Rockwall County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Administrator. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Rockwall County's EVS 6.0.2.0 electronic voting system.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct joint Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 , Texas Election Code. Each Participating Authority agrees that the Elections Administrator will appoint all Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Rockwall County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Rockwall County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Rockwall County qualified voter of the Joint Election may vote early by personal appearance at any one of the joint Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. If faxed, the original applications must be received by the election office within four days of receipt. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Rockwall County Elections Office
915 Whitmore Dr., Suite D
Rockwall, TX 75087

Physical Location
Rockwall County Elections Office
915 Whitmore Dr., Suite D
Rockwall, TX 75087

After the first day of Early Voting, the Elections Administrator shall post on the Rockwall County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

The Rockwall County Election Administrator shall appoint members to an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Elections Administrator, as chair of the Election Board, shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of electronic copies at the central counting station and by posting to

the Rockwall County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Rockwall County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before May 9, 2023, and no later than May 17, 2023, as per the Texas election Code.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office upon request.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE ROCKWALL COUNTY

Rockwall County Elections will consider conducting elections in territories outside of Rockwall County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 6, 2023 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 6, 2023 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, for election workers, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be:
 - (i) entities under 1000 registered voters will pay a flat rate of \$2500 which will be deducted from the total cost of the election.
 - (ii) The remaining total cost of the election will be divided in half.
 - (iii) one half of the election will be split equally by all remaining entities with over 1000 registered voters .
 - (iv) the other half of the expenses will be split on a weighted basis.
- a. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against

each of the allocated costs (remaining costs after the 'Under 1000 voters' charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election.

2. The end result will be a charge to the Participating Authority of an equal division of participating authorities for half of the cost plus a pro rata share of the total of half the costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Rockwall County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$33.25 per ExpressVote Ballot Marking Device
 - \$57.50 per DS200 Precinct Scanner

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Rockwall County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Rockwall County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Rockwall County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Rockwall County Treasurer and the Rockwall County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Rockwall County, Texas.
4. In the event that one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the May 6, 2023, election is \$75,000 and is based partly on the costs of the May 7, 2022, Joint Election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. If requested, each Participating Authority agrees to pay the Rockwall County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 30 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2023.

ELECTIONS ADMINISTRATOR:

Christopher J. Lynch, Elections Administrator
Rockwall County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2023.

PARTICIPATING AUTHORITY:

Name of Participating Authority: _____

By: _____

Printed Name: _____

Official Capacity: _____

This page may be updated by the Participating Authority to reflect the names, titles and signatures of additional signees.

ATTACHMENT A
**(To be provided after the final day to cancel an election as prescribed
by the Texas Secretary of State's Election Law Calendar)**

List of Participating Authorities

Cities

City of Fate
City of McLendon-Chisholm
City of Rowlett

Independent School Districts (ISD's)

Rockwall Independent School District
Royse City Independent School District

Municipal Utility Districts (MUD's)

Rockwall County Municipal Utility District No. 10

ATTACHMENT B

Election Day Voting Locations for Countywide Vote Centers

Final Schedule will be sent upon approval

Fate: Fate City Hall, Council Chambers, 1900 CD Boren Pkwy, Fate 75087

Heath: Heath City Hall, Community Room, 200 Laurence Dr, Heath 75032

McLendon-Chisholm: McLendon-Chisholm City Hall, Council Chambers, 1371 W FM 550, McLendon-Chisholm, 75032

Rockwall: The Center at Rockwall City Place, Lone Star Room, 108 E Washington St, Rockwall, 75087

Rockwall: Rockwall County Library, Community Room, 1215 E Yellowjacket Ln, Rockwall, 75087

Royse City: Royse City City Hall, Mellody Room, 305 N Arch St, Royse City, 75189

ATTACHMENT C

Early Voting Locations

Final Schedule will be sent upon approval

Early Voting by personal appearance will be conducted beginning on Monday, April 24, 2023, and ending on Tuesday, May 2, 2023, at:

(La votación anticipada por presentación personal se llevará a cabo a partir del lunes 24 de abril de 2023 y finalizará el martes 2 de mayo de 2023 en:)

Main Location - *ubicación principal*

Rockwall: Rockwall County Library, Community Room, 1215 E Yellowjacket Ln, Rockwall, 75087

Full-Time Branch Locations – *ubicaciones de sucursales tiempo completo*

Fate: Fate City Hall, Council Chambers, 1900 CD Boren Pkwy, Fate 75087

McLendon-Chisholm: McLendon-Chisholm City Hall, Council Chambers, 1371 W FM 550, McLendon-Chisholm, 75032

Royse City: Royse City City Hall, Mellody Room, 305 N Arch St, Royse City, 75189



CITY COUNCIL MEETING
City of McLendon-Chisholm, Texas
Meeting Minutes
March 14, 2023

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, March 14, 2023, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

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

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

Britta Jo, 256 Stevens, Rockwall, 75032. First, I just want to acknowledge how proud I am of the recent actions taken by Mayor Short signing the resolution to oppose MUDs and Council Members Trudy Woessner, Bryan McNeal, and Lorna Kipphut who spoke out, asked questions, and did not back down to weak and misleading answers from the developers and the City Manager. A City Manager who admitted in the last meeting that he has not kept the City Council in the loop or facilitated feedback from them to the developers. Make no mistake that this is

deeply troubling to me considering what a huge deal these developers are. Now to the elephant in the room, nothing is free. Nothing is free. If it sounds too good to be true, it usually is. Everybody is hearing pipeline and thinking water, but you have to look at who's paying for this pipeline. Be very suspicious of developers who keep saying at no cost to you because there is a very real cost and that cost is that this pipeline coming from the City of Terrell and paid for by the developers Huffines and Tellus is not a viable water solution if the water that's being brought in actually just goes to the 20,000 plus more people the developers bring with it. Let me break down that math for you. Combined, these developments, Trilogy and Tapestry, bring approximately 5,000 homes with a conservative average of four people per home, you're looking at 20,000 plus more people. For perspective, Terrell's current population is 18,567 people. So basically, these two developments combined will bring the entire population of Terrell into our area over the next five to ten years. Wait, wait, wait, so you're telling me Terrell magically has enough water to support a whole other city of its size and is willing to sell that water up the road to us, even when the North Texas Water District has been telling its member cities that supply is limited and Terrell gets all their water from them. Guys, this just doesn't make sense. Now maybe I'm wrong and they actually do, but if so, you as the city council and we as citizens deserve to see those numbers because right now this sounds like a developer trying to sell us a silver bullet that actually looks like smoke and mirrors to get water for their own developments and long term leave us in an even greater water crisis in the future with 20,000 more people to service. They're not just bringing in a pipeline to help you all, they know they need your cooperation because without this pipeline, guess what, they can't bring all these people. It's so simple. If you play hardball and tell them no, we are not going to agree to a pipeline that's built by developers who want us to sign away our rights to fight MUDs and then ignore our lot size requirements and don't limit the number of homes coming into our town, guess what, they will have to scale back. They will have to come back to the table and create development agreements that actually respect the city's comprehensive plan. You keep thinking all the power is with the developers because of the ETJ land, but I believe that's because you've been misled by your city attorney because who really wants this pipeline – Terrell. Go watch the city council meeting where they talk about this and you'll see they want to be the service provider to all the developments they predict will come in to build around this pipeline. Who else really wants the pipeline – Huffines and Tellus. That's why they entered into an understanding with Terrell a year ago to orchestrate this because they know, without this pipeline, they can't pack 20,000 people into our area. If we are not careful, McLendon-Chisholm will just become a pawn in their scheme. They know we want water and they are pretending like this is a solution when the numbers just don't add up. We are in the precipice of something so much bigger and more disastrous than we even realize. Yes, I agree we need water but not like this. This pipeline will change everything about our area in the next ten years and I urge you to just have more questions answered before agreeing to it. I am attaching those questions with this packet that I'm submitting to the city council. In this packet you will find important documents that I have researched on the pipeline that I believe are crucial for you to see and understand before you make any decisions on this. Thank you.

Adrienne Balkum, 1518 Firenze Ct., Rockwall 75032. From Item 6.1., my concerns are that there needs to be an understanding of how the process works. We need to go through Rockwall because they will be able to approve our actions on what actions that we're going to take to resolve our blister of a problem that's happening in our own backyard and at this time I'm

requesting for 6.1. item on tonight's agenda, which is related to the Terrell Water ETJ in our local agreement to be removed. There shouldn't be any type of action tonight. Thank you.
Mayor Short closed citizen comments at 6:41 pm.

5. CONSENT AGENDA

5.1. Action regarding the minutes of the February 22, 2023 City Council Meeting

Council Member Kipphut requested that the minutes of February 22, 2023 be removed from the Consent Agenda.

MOTION: REMOVE THE MINUTES OF THE FEBRUARY 22, 2023 CITY COUNCIL MEETING FROM THE CONSENT AGENDA

MADE BY: Council Member Kipphut

SECONDED BY: Council Member Tucker

APPROVAL: Unanimous

MOTION: APPROVE THE MINUTES OF FEBRUARY 22, 2023 CITY COUNCIL MEETING

MADE BY: Council Member McNeal

SECONDED BY: Council Member Woessner

APPROVAL: AYES 4-1 Abstaining – Council Member Kipphut due to Absence

5.2. Action regarding the January 26, 2022 Amended City Council Meeting Minutes

MOTION: REMOVE THE MINUTES OF JANUARY 26, 2022 AMENDED CITY COUNCIL MEETING FROM THE CONSENT AGENDA

MADE BY: Council Member McLendon

SECONDED BY: Council Member Kipphut

APPROVAL: Unanimous

MOTION: APPROVE THE MINUTES OF JANUARY 26, 2022 AMENDED CITY COUNCIL MEETING MINUTES

MADE BY: Council Member Tucker

SECONDED BY: Council Member Woessner

**APPROVAL: Ayes: 3-2 Abstaining – Council Members McLendon and McNeal
Absent**

6. ITEMS FOR CONSIDERTION ACTION

6.1. Terrell Water / ETJ Interlocal Agreement

City Administrator Hildebrand introduced this item.

Background: The City of McLendon-Chisholm has worked over the past 3-4 years to develop an on-going and sustaining water sources for the long-term MC supply.

This agreement provides for over \$40 Million of water supply infrastructure connecting to the North Texas Municipal Water District (NTMWD) water source through the City of Terrell to the City of MC.

Based on a couple of ongoing developments, the cost to the City of MC is very minimal.

The City of MC is requested to trade some ETJ property in return to the overwhelming benefit of receiving the high dollar water benefit.

This is a FIRST READING with a Second Reading scheduled for our next City Council Meeting.

Our city attorney has reviewed the Interlocal Agreement and his changes have already been incorporated into the document.

Hildebrandt pointed out that the City of Terrell has this scheduled tonight on their city council meeting. They jumped the gun and approved it on March 7th last week. I guess they're on the first and third Tuesday and we're on the second and fourth.

Hildebrandt showed a map of the proposed project.

Mayor Short adjourned the meeting into Executive Session at 7:00 pm 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.

Council reconvened the regular meeting at 7:44 pm with no action being taken

6.2. Building Inspection Process

City Administrator Hildebrandt introduced this item.

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 four 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 has 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 inspections 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

A brief presentation will be completed on the requested fiscal impact of the decisions.

6.3. Community Events Committee Report March 2023

Agenda Item: Community Events Committee PRIOR report of upcoming events

Background:

UPCOMING EVENTS:

March 16, 2023	City of McLendon-Chisholm and Home & Heart present The Battle of the Badges Pickleball Tournament
April 1, 2023	City of McLendon-Chisholm Egg Drop

Presentation: Ms. Sarah Naylor, Community Events Committee Chairperson

6.4. Update RCH MC Water Transfer 2023

City Administrator Hildebrandt introduced this item.

Agenda Item: Presentation – RCH/MC WSC Transfer Date

Background:

In November 2022, the Rockwall, Chisholm, Heath (RCH) Water Service Company (WSC) indicated that they were ready and willing to transfer all assets including the overall Certificate of Convenience (CCN) to the City of McLendon-Chisholm.

Based on the holiday season and various activities, the process has not moved too far.

Most importantly, RCH has indicated that the City of MC needs to wait until they hold an election of their members prior to receiving the green light to evaluate the overall internal and external system.

This presentation is to give an update on where the City of MC is currently on this transfer:

Questions submitted:

1. Receive a signed MOU or other from the RCH board on their intent to transfer all assets to the City of McLendon Chisholm.
 - a. After their election based upon their attorney's advice.
2. When is the member election scheduled and when will the RCH Board canvass the election?
 - a. They have an independent outside firm taking care of the entire process, meaning it's not coming directly from RCH other than paying for the firm. They will be sending out the ballots on their own and collecting them on their own. Nothing goes to RCH, it just goes to this outside firm. As soon as they're done and have them counted, they'll bring them to the board and have a canvass.

Council Member Kipphut pointed out that the public needs to know that if you're an RCH customer that that ballot has gone out so the public needs to look for that ballot.

3. What is the status of the City of McLendon-Chisholm technical review of all water system assets? Is there an outside water engineering firm under contract?
 - a. Waiting for go ahead to proceed.
 - b. Yes, it's TPN. We've had them under contract since the first part of December and they're actively waiting for the go-ahead to jump in there and provide their response to the technical review of all the water system assets.

Council Member Kipphut clarified that we have no ability to determine the status of the water lines and all the equipment until after they voted to turn that over to us. Mr. Hildebrandt confirmed.

4. Are RCH water permits still being issued for continued growth?
 - a. I believe so. A CCN requires them to provide water to everybody within the CCN. Council Member Kipphut stated they said at their board meeting they are still issuing permits.
5. Has RCH hired a professional water engineer to work with the Texas Department of Transportation (TxDOT) in moving the RCH water lines in the way of the pending TxDOT SH 205 road widening project?
 - a. Unknown

6. Have the letters gone out to the City of Rockwall, Texas, State of Texas Public Utilities Commission (PUC) and the North Texas Municipal Water District (NTMWD) based on a variety of City of MC needs and wants?
City Administrator Hildebrandt stated this was on the last city council agenda and the request was to bring back a draft copy to you, which you have in front of you. So the answer is “no” it hasn’t. A preliminary email has gone out to all three of them. Our water attorney is working on the letter to the PUC and is right on top of that with the PUC. She’s worked with the PUC and TCEQ and knows those people by name.
7. Has the City Water Committee identified and communicated with our residents’ basic water conservation measures and the ongoing need for water preservation?
 - a. I don’t believe any of that has gone out. We haven’t put it on our website or Facebook. It is something that we can do, but we do not require water conservation measures.
8. Has the City of MC identified the overall RCH transfer of assets implementation process and procedures?
 - a. As you know, the very first thing the city did was look into the transfer of assets and have received a physical copy of that.
9. Has the City of MC reviewed and understands the “internal” processes of RCH including Billing Manager, Financial Review and Manager, Debt Service Management, Rate Structures, Service to out of City Residents, as well as the overall infrastructure status, water quality, quantity, reliability, and redundancy requirements?
 - a. We have talked to outside firms, including Inframark, to come in as soon as we’re available to come in. Just the same thing as the technical evaluation of all the lines and the systems that they have there, they would come in and do more of the administrative analysis and fiscal analysis.

Mayor Short gave Mr. Hildebrandt direction to get with Michael and with Emily, our water attorney, and see what you can do to get them to communicate or speed up some of this stuff because we have some potential, and let me stress the word potential, for some safety issues if they’re not complying with what TxDot is required on where line locations are with the expansion of 205 and, if something happens, we don’t need a contaminated water supply if they hit lines that they were not aware of because they weren’t provided the information. So, between you and Michael and our water attorney, do what you need to do to get them to start cooperating, not only on that piece of it but with us on things that we need to do to say yes this is a good move for us because I’m seeing things where you know they are canceling doing stuff. They laid blame in one of their board meetings that the whole reason the elevated water tower that was supposed to be on Edwards Road was our fault that it hadn’t been started when they hadn’t submitted the paperwork to us correctly or had not submitted it at all. Now they’re canceling even doing that. We need to get them to understand the urgency here.

Council Member Kipphut stated that the city needs to do their due diligence and they have said publicly that it is the attorneys holding up this process. She stated she had spoke to one of the members offline and he said well, that’s not necessarily true.

- 6.5. Discussion and action for the City Administrator to work with the City Water Committee on water related frequently asked questions for RCH WSC ballot and any other related items for the City website.

Mayor Short expressed that yes, he does need to work with them and if there's information we need to provide on the city website to further educate the community on this whole situation, as long as it doesn't violate anything from a legal standpoint, then I think it needs to be on there.

Council Member Woessner suggests right now is just immediately start the stage one since you know stage one is a save water type thing just so we start saving the water as much as we can and just getting people accustomed to only watering their yards one or twice a week. At least just getting them to do that and then the watermyyard.org type links just to get it out there. Put it on our website or wherever we can just so people get used to it by summer.

Council Member Kipphut stated that was something they talked about with RCH at the meeting and RCH said that they were going to work at putting that on their website. She also stated she is sending it out on that alert system

Council Member Woessner stressed that we as a city need to start talking and do our part.

Council Member McNeal concurred with the Mayor about getting our legal minds and our city administrator on them. You know this, whatever's not working, turn up the heat. At some point someone's got to be held accountable. I mean this has drug on way too long.

Council Member Tucker stated there is a lot of negotiation going back and forth, but this is really a personal kind of transaction in my mind because I've spoken to some of the people that are in charge. Jack Pullen and Hatfield are the ones that'll push this thing through so you just have to let them know that we're ready to go on this.

7. UPDATES, DISCUSSION AND DIRECTION TO STAFF

8. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

- 9.1. Mayor Short – None
- 9.2. Mayor Pro Tem Woessner – None
- 9.3. Council Member McNeal – None
- 9.4. Council Member McLendon – None
- 9.5. Council Member Tucker – None
- 9.6. Council Member Kipphut – It was brought to Shelly's attention that the 25 April meeting is during early voting so we have to determine if we're going to change that meeting date to accommodate the fact that we can't be in here during early voting and what our alternate options are.

City Secretary Green stated she had talked to Chris Lynch, Voting Administrator, and he would not recommend we have it here at all. That could open up too many issues. She stated we do have the option of meeting at the fire station across the street. My only issue with that is the recording capabilities. My suggestion would be to move up to the week before.

Mayor Short asked the council to look at their availability the week before and get with Shelly. He does not want to raise any red flags when there's early voting equipment in here.

12. ADJOURN

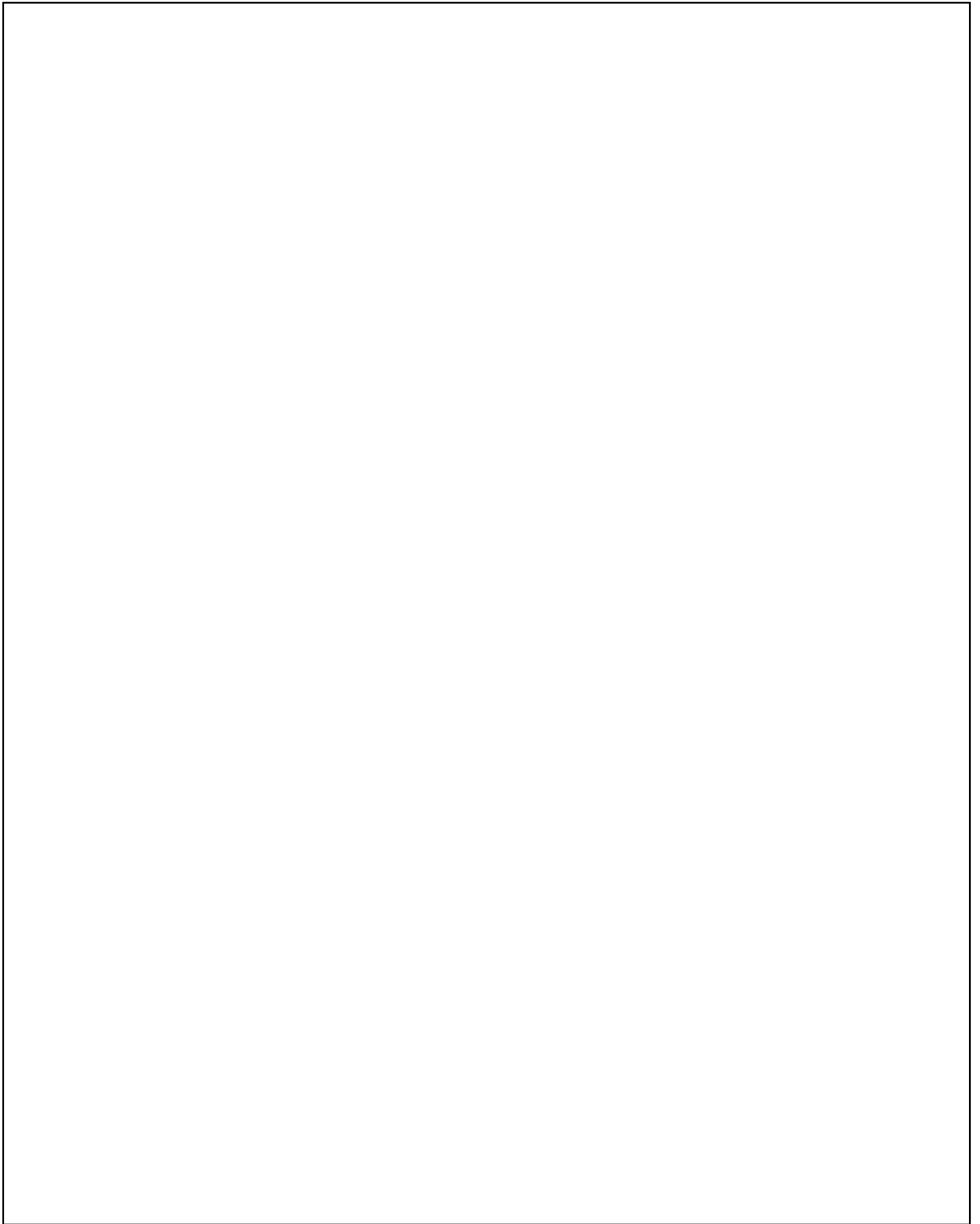
There being no further business to discuss, Mayor Short adjourned the meeting at 8:40 p.m.

APPROVED:

Mayor Short

ATTEST:

Rochelle Green, City Secretary





CITY COUNCIL MEETING
City of McLendon-Chisholm, Texas
Meeting Minutes
March 28, 2023

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, March 28, 2023, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Keith Short	Mayor
	Trudy Woessner	Mayor Pro Tem
	Lorna Kipphut	Council Member
	Daniel Tucker	Council Member
	Floyd McLendon	Council Member (arrived at 6:40)
	Bryan McNeal	Council Member
Staff Present:	Konrad Hildebrandt	City Administrator
	Shelly Green	City Secretary
	Michael Halla	City Attorney

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. PROCLAMATIONS

4.1. Cindy Tayem Appreciation Day

Mayor Short introduced Cindy Tayem and presented her with the following proclamation:

Proclamation

WHEREAS, Ms. Cindy Tayem has served as “Area Manager” with Oncor Electric Delivery for 45 years, a position that spans 16 cities including McLendon-Chisholm; and

WHEREAS, during her tenure with Oncor, Cindy has held various customer service positions with her current role; and

WHEREAS, Cindy’s focus has been on community relationships and being the strategic contact to external groups including cities, individuals and legislators for issues regarding Oncor; and

WHEREAS, Cindy is a graduate of Stephen F Austin State University, as well as several leadership programs including the first Leadership Rockwall Class of 1997; and

WHEREAS, Cindy has been heavily involved in local community groups including the Children’s Advocacy Center, Rockwall ISD, Rockwall County AgriLife Extension Leadership Advisory Board, Rockwall Rotary serving as President, and Terrell Rotary Club President; and

WHEREAS, Cindy has an “open phone” policy 24/7 to ensure the citizens of McLendon-Chisholm are provided the best electrical support possible during scheduled and emergency outages; and

WHEREAS, Cindy’s professionalism and can-do attitude are an exemplary example for all of us.

NOW, THEREFORE, I, KEITH SHORT, MAYOR OF MCLENDON-CHISHOLM CONGRATULATE CINDY TAYEM ON HER RETIREMENT AND PROCLAIM MARCH 28, 2023, AS

CINDY TAYEM APPRECIATION DAY

5. PRESENTATION

5.1. Tyler Smith – Proposed Business Concept for Mamaritas

Tyler and Laura Smith were present to introduce a business they currently own called Mamaritas which is located in downtown Fate at the Fate Food Hall. Ms. Smith explained that their business concept is modeled after Daiquiri To Go shops similar to what many people have seen in places like New Orleans, Houston, and San Antonio.

She explained they have created their own spin on it by putting a big focus on specialty margaritas as well as kid-friendly options of slushes and shaved ice. Their goal was to create a place where everyone feels welcome with a variety of choices for the whole family. They have seen much success in the past year on this business venture. They have created a presence on social media

and a positive reputation for our great drinks, family friendly menu and exceptional customer service. They have helped facilitate events in downtown Fate, donated to the community around us, won several awards with the Rockwall Herald Banner best of competition and help win awards for the City of Fate for our contributions to the Food Hall we are currently a part of.

We come to you tonight in hopes to one day bring a second Momaritas' location to McLendon-Chisholm. We currently hold a BG license through TABC for our location in Fate which means beer and wine sales on and off-premise. Because of local election laws here in McLendon-Chisholm, we would need to obtain a BQ license which is beer and wine sales off-premise. Because of not having the option for on-site consumption, we are presenting the idea of doing a drive-through concept as you can see in our rendering that was sent. All sales would be completely to go, our cups are sealed and safely packaged according to TABC standards.

In addition to our diverse menu of Daiquiris, Margaritas, slushes, and shaved ice, we would also love to add a few coffee options and breakfast pastries and breakfast sandwiches to the menu as well if we were able to come to your city. We believe with all the traffic that comes through State Highway 205, we would have a very successful business that would, in turn, result in sales tax revenue for your City.

If you have any questions, we would love to answer them. We thank you for your time and hope that we can be a part of your great City one day. We will also be at your community Egg Drop event this Saturday selling non-alcoholic slushes, so feel free to stop by our tent.

Thank you.

Mayor Short thanked Mr. and Mrs. Smith and stated they will be discussing this on a future agenda. Thank you.

6. CITIZEN COMMENTS

(Council Member McLendon arrived at this time)

Mayor Short stated that before they start citizen comments, he wants to say something before we start that has nothing to do with the comments. For those of you, most of you may not be aware, but when it comes to being in the military or being a first responder, no matter what position you may have, those jobs will put a strain on those individuals like there's no tomorrow. In the last two weeks, two guys that he looked up to and learned things from in law enforcement, both lost their lives. On top of that, guys that I look up to in the military, we've had a couple lose their lives. He just asked that everybody keep our First Responders and our veterans in your prayers because we're losing way to many of them either from health issues or from suicide and it's getting to a point that it's, to me, an epidemic. If you lose one, that's one thing. He just wanted to bring that up to everybody's attention. Say a prayer for these guys because they see a lot of trauma that the rest of us in the general public that have never served in those capacities probably will never see or may only see one or two in life and those guys see it a lot more.

John Tauss, 216 Devonport, Rockwall 75032. First I would like to start out and say that I'm not opposed to growth in development. In fact, I'm a huge proponent for the promises that Mr. Short made running for Mayor and that is that we will make sure future growth is supported by the

infrastructure required to maintain our high quality and low density rural environment that benefits all citizens. I'm now trying to figure out when did things change. The Trilogy community doesn't meet any of these definitions and anyone that travels on 205 or Ridge, they're backed up three to five lights. They know there is no infrastructure to support it. There's not schools to support it. There's not the water to support it. So, we don't seem to have that infrastructure in place. So let me back up for a moment and just let you know what my job is. I'm an investment advisory representative and a portfolio man. I tell you this because my licensing as an IAR requires me to put my clients interests ahead of my own. We are different from an often misused term of a financial advisor. That's a registered rep and is not required to have a fiduciary relationship. Our relationship is binding like an attorney client. That relationship allows us to be fined, sued, lose our license, the same as an attorney if we do not put those interests of our clients first. We're not in the business just to sell something for a commission and my wish is that everyone on this Council, the city manager administrator, the Mayor, was required to have the same relationship with it's citizens. Instead, it's only implied by your word that you are putting the best interests of us citizens and the community before yourselves. Unfortunately, I'm seeing, along with others, that this isn't happening. In the case of Trilogy, something has gone radically wrong. Again, there isn't the infrastructure to support this development and five houses on an acre, this isn't low density and therefore I can't believe that we can say it's high quality. So none of these qualifications apply. It also makes me uncomfortable to have to say there's significant concerns that have transpired over the last eight to nine months. Since then, Mr. Hildebrandt has been hired and, again, I'm an investment advisor, I'm not a private detective and with a little search on Google, I'm very concerned about how Mr. Hildebrandt was appointed or hired. My red sensor flags went off a couple of weeks ago when he seemed to be selling the Trinity development to the City Council and to us citizens. This is not normal for this position. The city manager or administrator is a trusted administrator that should be good with managing the city's finances like I am with my clients. He should have high integrity, be ethical and not a salesman. So I'm wondering what the City Council found with their background check of Mr. Hildebrandt and what did you know about it before hiring. Because in a short amount of time I found that he was removed from two prior cities. First, in 2012 he was accused of misappropriating \$371,726 dollars and was asked to leave because it was a relationship with the mayor that was involved in a two-million-dollar fraud scheme. I have records of all this. Articles you guys can find yourself. Eric Richardson was quite a mayor as he decided to set up a Ponzi scheme to fraud the city and his citizens, excuse me, the fraud, the Ponzi scheme, those citizens that were in his community of 557 thousand dollars that he used on personal expenses with him and another one of his cohorts. Now, of course, when it was written about this, the mayor and the city manager, Mr. Hildebrandt, denied it as usual, most criminals do. However, after a year or so, we can see that

Mayor Short called the five minute time limit.

Justin Saunders, 116 Brentwood Dr., Heath 75032. The saying goes intent is nine tenths of the law. The Council and the Huffines full know the intent of this community spelled out in the comprehensive plan. The product you're planting flies in the face of that intent and disrespects existing stakeholders in the spirit of this community. You know this but you proceed for one reason, economic gain and it's painful to see native Texans endanger the intended fame of this wonderful rural community. Stop and rethink, adjust your plan, create a beautiful Texas legacy, not just a profit.

Kyle Yudizky, 1438 Pullen Rd., Rockwall 75032. My property butts up to the north end of the Trilogy neighborhood. I've been to I think three different meetings in this room that were about this. We have a new restaurant down here with the drive through window and it was discussed at length at all three meetings in good communication back and forth on whether to allow a drive-through window and the issues that it would cause traffic and congestion at that intersection and wherever else which pales in comparison to the issues that this development is for does. I guess my point is that really in all three of those meetings, at least especially in the last one, the planning and zoning meeting there was good communication back and forth. There was a true discussion about positives and negatives issues you know and how they possibly it could be resolved. I guess my point is what I'm asking is for today, because I've been now six meetings on this Trilogy development and there's been zero communication back and forth. When we get to that point on the agenda, can we please have that communication. I know it's been requested several times and again Planning and Zoning meeting last Tuesday, that's exactly what it was and it was fruitful and productive. So I guess I'm pleading that we can have that kind of discussion today. Thank you.

Britta Jo, 256 Stevens, Rockwall, 75032. After watching Mr. Halla stand next to Trilogy's attorneys last week in court and argue against the city having to follow its own comprehensive plan, I decided to do some more research on city attorney that seems to be directly aligned against the wants of the citizens of McLendon-Chisholm that employ him via their taxpayer dollars. To start, I found that on September 6th of 2021, Mr. Halla was publicly reprimanded by the Texas State Bar for misconduct that included promising to share legal fees with a non-lawyer and assisting a person in the unauthorized practice of law. Since I'm not in the legal profession, I wasn't sure if being publicly reprimanded is a normal occurrence, you know maybe it's no big deal, happens all the time. So I reached out to a local attorney to check if the State Bar does this regularly. His answer, no it is not common. I'd like you to please note that date as well, September 6, 2021. So this is the very same year that he is advising all of you on the city council concerning Trilogy. Just two and a half months later is when the incident in the city of Ferris happens and this incident needs to be re-addressed. I'm referencing Mr. Halla's manslaughter charges that have been brought up in these meetings before but this time in my research I was able to find actual information on what happened the night of that crash and I'm submitting it to the council along with maps of the location. Unlike the picture painted by Trilogy's attorney, Misty Ventura, in that meeting where she defended Halla and said this was a terrible accident, I found out that Halla was driving 93 miles per hour in a 45 miles per hour zone. On top of that this happened at an intersection directly between an elementary school and a neighborhood development. The family had been playing at the basketball courts at the elementary school and was walking to their home across the street when the father and son were hit. I don't know about you, but driving 93 in a 45 does not sound like an accident to me, it sounds like negligence. On top of that, he was on his way to a city council meeting and it turns out the individuals he struck were citizens from the very town Mr. Halla represented, the town of Ferris. It took 14 months for charges to be filed, but ultimately in January of this year, the investigation found that Halla was operating the vehicle quote, recklessly and he has been charged with two counts of manslaughter. I find that word recklessly unsettlingly appropriate because it's what he's done here in the City of McLendon-Chisholm by advising the city council that anyone can go back into executive session if they've been invited to help the decision-making process. As we saw in the hearing last week, this advice has opened the city to ongoing litigation over TOMA violations and make no mistake that these are serious. Now I want to address the comments he made during the hearing last week as some of you were absent for that. In that hearing, Mr. Halla argued that a city doesn't have to follow its comprehensive plan. So instead of defending the one document in your city that includes a survey directly from your

residents about what they want most for their city, he tried to argue that it's not required and it took the city of Heath's attorneys to make it clear that while a city is not required to have a comp plan, if you do, it is law and you are required to follow it as such and then when questioned over the Trilogy development, Mr. Halla argued repeatedly that none of MC's residents showed up to the meetings as if to make it seem like they didn't come out because they were in favor of it. We all know why no one came out because you elected Mayor Short for re-election who said we will make sure future growth is supported by the infrastructure to maintain our high quality low density rural environment. People who voted for you believed you were going to make good on that promise and that's why they didn't have to show up to every single city council meeting like we're doing now to police that. All of this is to say it is far past the time to turn the ship around, stop digging the hole even deeper by continuing to get legal advice from an attorney who killed two citizens in a city he worked for by driving 93 miles per hour in a 45 zone and on top of that argued in court last week against your own city's comp plan. Your citizens are watching now. I personally truly believe all of you were just misled by an attorney who was making poor choices in his own life and unable to provide proper legal counsel on this development because I've seen the re-engagement from many of you. The deeper questioning of your city administrator and attorney and not just taking their word on things and I truly believe there are brilliant and dedicated individuals on this council. Please vote to not annex Trilogy's land.

Sarah Lanz, 1 Westchester Ct., Heath 75032. So, I have been up here several times. We've spouted off the same things over and over again which make a lot of sense, facts, statistics to not approve this so I'm gonna just try a different approach and do common sense. Common sense, common sense says a city that doesn't have the resources to support its current citizens has no business entering into an agreement in a proven agreement that is going to more than double the amount of people. That's common sense, like right. So common sense says a city that does not have water supply should not add to its population at all first of all, but four thousand five thousand people. Common sense. Common sense says anybody, any city, that does not have the right road structure. You have, you have a two-lane road two lane super windy really shouldn't add to its population without a plan in place of what you're going to do. I'm sure Huffines has a great plan on how to change the road. Okay. Not only is it in need of repair, it's not adequate and also I have a personal friend who does go into these little cities that have the same thing happen to them because of people speaking up and lack of a mayor who stands up to them like our mayor and he's, we don't have to go attend city council meetings because he doesn't. Like I've been to like four or five of McLendon-Chisholms'. I don't live here. I live in Heath, but I'm gonna protect our city. So when these roads come in, even if you did repair these roads before, these trucks that are in and out day after day, 25 million times a day back and forth back and forth bringing very heavy loads ruins the roads. This personal friend of mine says they don't even think about that whenever they're starting these things. You don't even plan for that. You don't because you don't think about it. I wouldn't. He told me that and I was like oh wow and these are small cities right. So, common sense. It really is like if nothing else it's common sense and I think you guys are all smart people, right. One thing I want to say is that Huffines, when they looked into this, they probably looked, I don't know what goes into like the planning and the development you're going to go in like I'm gonna buy this land and we're going to build this grandmaster think and I will say I looked online, I had looked at before, they're beautiful, beautiful developments. It's not for us, it's just not for us. That many houses is not, it's not part of the plan. I think you would, you'd know because that's what your elected on, you're re-elected. Like when I googled it, googled your name, that was what like didn't you have to click on a link. It said Keith Short, like reelected on or his your like platform was keeping the city rural, low density. This is not low density, like it's not. So Common Sense, yeah.

I don't always have that either but anyway so they weren't thinking about the city of Heath, they were thinking about the City of McLendon-Chisholm. You should have been looking at the city of Heath. We are well developed, we are well run. This is a new, it's not a new city but we are well versed in companies coming in and thinking they can take advantage and they can't. You should have researched the city because we will not let this happen. We will fight it to death and whatever happens, we will go into all these other little cities if this passes. What you could do, right now I know you're losing money, you got attorneys, you got land sitting there with nothing being done, you're gonna find water and drill for water maybe the city of McLendon-Chisholm apparently go in on the water business right. If you find water, he said that last week at the meetings on a committee, I don't know about that, maybe you already have, maybe that's what this is all about, I don't know. Maybe that's what how this got past, but either way, it's not going to happen but you could compromise. It would make it so much easier if you look around, if you drive around, I don't know if you've driven around, custom homes, there are many custom builders that live here. We have custom homes, one acre lots. That's what we want. Like we are not trying to fight you. You're in a business. You're there to make money. You've made it, we all know that you know

Mayor Short called time limit.

Robert Steinhagen, 204 Pheasant Hill Dr., McLendon-Chisholm, 75032. Well, court has ruled that a city cannot sue another city. I'm sure you're all aware of that. But we found from that court hearing was that what I had accused the city of doing is absolutely true and a deposition testimony by Council Member Wessnor and Council Member Tucker and the City Secretary, they acknowledged, in fact Texas open meetings act had been violated by allowing Mr. Huffines and Mr. Cuny behind closed doors in an executive session. We've since found and so that alone gives a basis for a violation of TOMA and a reason to void the development agreement. In addition to that, the other TOMA violations are multiple. For instance, people love to talk about how you had public hearings for the development agreement, but when you look at the notice, the public notice on the website, when you compare that public notice to the other public notices that have been posted, it was anemic at best. The city violated the Texas Open Meetings Act by not posting necessary information so citizens could come out and speak against the development agreement. Mr. Hildebrandt, the city administrator, acknowledged on video that they, that the city council can allow anyone to go into executive session if the council calls them in. However, that's simply not true. In fact, case law establishes that only members of the city council have a right to attend an executive session. A governmental body cannot allow into executive session persons, a person whose presence is contrary to the governmental interest and a governmental body has no authority to admit members of the public into executive session. To allow, now Mr. Cuny is a former mayor of Heath, so he knows TOMA, each one of you knows TOMA. You have 90 days after you are in office to take TOMA training. You know what the law is and you know that you cannot do that. The city attorney apparently didn't know this and advised you that you could violate state law. This is a problem for the city because on a number of accounts this is the basis for the citizens to stand up and say this development agreement violates Texas state law. Also, another violation of the Texas open meetings act was that 13 properties did not receive notice about this development agreement. The development agreement violates the McLendon-Chisholm 2015 and 2021 comprehensive plan lot size reduced. Now what's interesting about the development agreement, which I'll talk about during the hearing is that it requires the city to annex this property. So to say that well we were, if anyone were to say that you complied with your comprehensive plan because when you signed it all of the property that was inside of the City of McLendon-Chisholm was

going to be one acre and is going to comply with that, even though you have no choice but to annex that 575 acres which will be small lots. To say that you adhered to and that you followed the comprehensive plan is a lie. Now a lawyer might say well that's the law but the spirit of the law is what is being violated and the trust of the citizens of McLendon-Chisholm are also being violated. So I appreciate, Mr. Mayor, that you signed the, along with all of the other Mayors, to get rid of muds, to stop muds. That took great courage and I thank you for doing that and I hope this city council will follow in turn.

Mayor Short closed public comments at 7:07 p.m.

7. CONSENT AGENDA

- 7.1. Fire Rescue Report – February 2023
- 7.2. Building Official Report – February 2023
- 7.3. CWD Report – February 2023
- 7.4. Sheriff's Report – February 2023
- 7.5. Code Compliance Report – February 2023
- 7.6. Animal Control Report – February 2023
- 7.7. Minutes of the February 28, 2023 City Council Meeting
- 7.8. Financial Report – February 2023
- 7.9. McLendon-Chisholm Water Letters

MOTION: REMOVE ITEM 7.9. FROM THE CONSENT AGENDA

MADE BY: Mayor Pro Tem Woessner
SECONDED BY: Council Member Kipphut
APPROVAL: Unanimous

MOTION: APPROVE ITEMS 7.1-7.8. CONSENT AGENDA AS PRESENTED.

MADE BY: Council Member Tucker
SECONDED BY: Council Member Kipphut
APPROVAL: Unanimous

MOTION: DELETE PAGES 64 AND 65 AND REPLACE THOSE WITH PAGE 63. THERE ARE TWO LETTERS ONE PAGE 63. ONE OF THOSE IS TO THE CITY OF ROCKWALL AND THERE IS A LETTER TO THE NORTH TEXAS MUNICIPAL WATER DEPARTMENT. BOTH OF THOSE WILL NEED OUR LETTERHEAD OR MCLENDON-CHISHOLM LETTERHEAD WITH TODAY'S DATE PREFERABLY, CONRAD'S SIGNATURE WITH CITY ADMINISTRATOR. SEND THOSE OUT IN REPLACEMENT.

MADE BY: Council Member Woessner
SECONDED BY: Council Member Kipphut
APPROVAL: 4 Ayes; 1 Nay

8. ITEMS FOR DISCUSSION AND ACTION

- 8.1. A public hearing to consider annexing the following two tracts of land into the City of McLendon-Chisholm pursuant to the request of the property owner, MC Trilogy Texas, LLC: an approximately 441.818 acre tract of land and an approximately 133.315 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 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.

NO VOTE WILL BE TAKEN ON THIS ITEM AT THIS MEETING

Mayor Short opened the public hearing at 7:14 p.m.

Misty Ventura, 9406 Biscayne Blvd., Dallas, 75218 on behalf of the property owner MC Trilogy. As we are all aware, the MC Trilogy project is subject to an ETJ development agreement. That ETJ development agreement required the property owner to submit a petition for voluntary annexation. That petition for voluntary annexation was submitted on December 5th 2022. On January 24, 2023, there was an annexation public hearing and an acceptance of that petition consistent with the terms of the ETJ development agreement. I would remind the community that the ETJ is unlike the city limits. There is no comprehensive plan that governs the ETJ and as a result, this property owner, MC Trilogy in this community negotiated for almost two years to find a win-win solution for the community and the property owner that benefited citizens of McLendon-Chisholm and benefited the community and Rockwall County as a whole and it did that by requiring this developer to fund infrastructure, water, sewer, roads, and drainage, for the benefit of the community at no cost to the citizens. In addition to that, the ETJ development agreement included terms that helped solve water concerns for the community. And last, but certainly not least, it restricted the ETJ property to prohibit uses like multi-family uses that were not desirable in the community. Those compromises resulted in that petition for annexation. We respect and appreciate the compromises that were made, and we look forward to continuing to work with the community on a master plan community that we can all be proud of. Thank you.

David Black, 1419 Siena Ln., McLendon-Chisholm, 75032. The Huffines lady said for virtually no cost to the citizens. So, money is what they think, not the way we like to live, a rural feel that is in our comprehensive plan. So there is a cost to the community. It's over traffic, it's pollution, it's all kinds of things. So that's irrelevant to any negotiations that shouldn't have been part of them. Anyway, okay, the comprehensive plan everyone knows but just to make sure they know the detail. It was approved in September 21 and it's set one acre, you know, the minimum size for residential single-family lots would be one acre with a minimum width of 150 feet. What we got in the compromise from Trilogy is point or 0.14 acres with a 50-foot width. In fact, 91% of the total are under a quarter acre. That's hardly a rural feel. Now I know it's in the ETJ and the builders should be able to or the developer is going to split the lots up the way they want. So this was an early plan. Maybe a miracle will occur and they'll switch them all to one acre lots. Somehow the no cost to the citizens mentality is probably going to say they can't do that. So the comprehensive players group September 21 but the development agreement for Trilogy was signed one month later and so that does really beg the question if we had just approved something that made it very clear what the citizens wanted. You know 53% mean the majority of the citizens wanted the lot size that we specified in the comprehensive plan. I mean the city spent money on the comprehensive plan. You hired a consulting firm to help us go through it and educate us. The water, the sewer, and the residential and everything. So one month later you signed a plan that sort of ignored all that. Now at the planning and zoning meeting someone brought up how can you do a zoning when it's in ETJ. I guess that means a city can't do that, they have to be in the city limits. So the extraterritorial jurisdiction, the way it was explained, as I understood it was, well we do the annexation and we do the zoning sort of like simultaneous which means it's sort of if you're worried about a comprehensive plan it's not the zoning is really not there yet and then you annex it now it's there so it's okay to have the little lots. I don't understand the logic. That's what the guy was trying to explain I think. So, we're a representative of government but in a space of about 30 days we didn't get represented very well in that agreement. Four of the six members that were there during that agreement or during the comprehensive plan. In the agreement I'm sorry that that probably means that some or all of you four that are up here voted for it or agreed with it. Maybe not, but a majority I guess. Well, there's an election you're a representative government so we could vote him out. There's only one contested election this time. Some of these guys are going away and new people are coming in uncontested. There's only one person who has a contested election so everyone needs to vote on Saturday, May 6th.

Robert Steinhagen, 204 Pheasant Hill Dr., McLendon-Chisholm, 75032. So I hold in my hand the development agreement and this development agreement establishes that the city shall annex. So it really kind of begs the question why do we have a public hearing. What's the purpose of the public hearing regarding the annexation. Well, it's statutory, right? It's a rhetorical question. I'm not actually asking you a question. It's statutory, the state law requires it. Why does the state law require it? Well, because state law assumes, state law makes it clear that you haven't made a decision yet. That's why you have a public hearing. But this says you've already made a decision. This gives the developer standing to sue the city if you say no to annexation. How is this legal? How is it possible that the decision has already been made and yet we're holding a public hearing. It's only possible because it's a violation of, again, state law. This development agreement is fraught with problems. Not just problems to the community. I find it interesting Miss Ventura spoke and made it very clear what's in the ETJ is not bound by the comprehensive plan. She's right, that's absolutely right under the law. The problem is when you sign this agreement you signed it with the understanding that that in the ETJ is going to be part of the city. So it should then naturally, the spirit of the law should prevail but it doesn't. Miss Ventura doesn't want it to.

And so here's the thing, what I'm asking the city council and I think what the citizens are asking the city council is when are you going to stand up for the people. You've been misled by an attorney who has violated his oath. He is guilty of malpractice, no question. That is the standing that the city has to say this development agreement is null and void. I continue to assert that this city would be well served to hire an attorney who actually practices in real estate law, that's all. Mr. Halla does not practice in real estate law. Again, when I was mayor, we hired an attorney who was board certified in real estate law. Why? Because he was our advocate. He was working on our behalf and the citizens behalf not on behalf of the developer. As further evidence of the legal malpractice that has been perpetrated against the city, remember when you guys had the opportunity to ask questions and to deal with the concerns that you had in the development agreement, who was it that stood before you and answered your questions? Was it your city attorney, was it a board-certified real estate lawyer that the city had hired? No, it was Misty Ventura, it was Misty Ventura who is an advocate for the developer who has a conflict of interest and should never have been advising this council. Thank you guys. I know this is hard what you're doing. I believe that many of you had the best interests of the people at heart, but I believe that you were misled and deceived by an attorney who had no business advising you. Thank you.

John Tauss, 216 Devonport, Rockwall, TX 75032. We have some more time here. There's a lot to go over and even still I'm not sure if there is enough time. Bottom line here, we're getting to the nitty-gritty. It boils down to trust and are you our advocate for us or not and who's our advocate over here or are you not or were you misled. I'm just trying to find out and get to the bottom of this and as I mentioned, I did just a very small search on google and if you just look at Mr. Hildebrandt's employment history, as I was mentioning, in 2012 this

Mayor Short inserted that at the advisement of the City attorney, it's got to be about the annexation because the public hearing is about the annexation.

Mr. Tauss insisted this is all regarding the annexation and you're

City Attorney Halla asked why anybody would put an item on the agenda, and then not go by them. I don't know why you would do that so you have an agenda item here about the annexation that's what

Mr. Tauss. That's Mr. Halla going 93 miles an hour in a 45 miles per hour zone.

Mayor Short instructed everybody to stop right now. We're all adults here. One at a time. If everybody wants to get out of hand and see if they can talk louder, I guarantee I can get loud. I don't want to do that, I don't think you want to do that. Let's show respect for each other. Let the person say what they're saying. Then you can have your opportunity to speak if you don't like what he's saying. But we're not going to sit here and try to talk all over each other. That is unprofessional and you're better than that. So, let's start showing it.

Mr. Halla pointed out again it's his job is to give you advice. My job is not to tell you what to do. My job is to warn you that this item is posted for the public hearing for the annexation. That's what the comments must be limited to. Whether you all decide to let someone speak or not speak on something, how much you let them speak, that's your decision. I'm just here to give you the heads up that that's what it's got to be.

Mayor Short advised Mr. Tauss that he can voice his opinion based on, and I'm not trying to tell you how to speak, but if you're upset about the developer's agreement, if you want to say based on that or however you want to term it, you don't think the annexation is proper, I get it. So I'll leave you to finish what you're saying.

Mr. Tauss stated that what he's getting at here, talk to the point, is there's five solid issues that should cause a complete pause on this Trilogy and Trinity project. If Mr. Hildebrandt can't be trusted and if Mr. Hildebrandt does not have a long-term time horizon, as he was just applying for a job in Greenville, Arizona in December during all this was going on, we have an issue because he is advising you, which is his job. Mr. Mayor, is he advising you correctly. So, if we have a communication problem as I said to begin with, is there something that's broken and I'm trying to get to the bottom of it. I don't know whether it's misled, I don't know if it's intentional or not, but there's five issues that I have on Mr. Hildebrandt alone that says this guy can't be trusted and that's your hire, that's all you're hire and what have you done about the background check because the guy that's missing spaces by two to three years in between employment is not a guy that I'd be hiring nor an attorney that is causing issues not trained in the real estate law and has legal issues of his own. So, Mr. Mayor, I know that you signed an agreement with Rockwall that there will be no muds, so I'm going to ask you, will you live up to your word. Will you represent us, will you be our advocate because that's why we are showing up now because there is a failure in this system. We should not have to take our times out. We elected you. We want you to be our advocate and live to what you promised when you started your election and re-election. So ultimately, you're the CEO of this city and it falls on you to make these decisions and I would advise to stop this project before it gets worse from a legal standpoint costing the city, not only fees, but then cause all the other damages that we're talking about regarding infrastructures, schools, we don't have water, all that. Please take that into consideration.

Phillip Huffines, Miramar, Dallas. I think that the community at large, especially here in this room, are not really aware of the amount of compromise and negotiations we've had for the last two years with the city. As it was pointed out, 500 plus acres is in the ETJ and what we know is that the comprehensive plan doesn't apply to the ETJ, land use does not apply to the ETJ and we as owners of that property are free to develop the property in any manner we desire. When we came to the city and talked to them we were requesting over 3,000 units to be developed there – apartments, town homes, built to rent, 40 foot lots, 20-foot town homes, etc. because those are the most profitable and we think would be the best thing for the property, the city. The council at the time, as you guys know said no, we're not going to tolerate any of that and so we went back and forth and now the density is cut in half, we did away with all of the apartments, we did away with the town homes, we did away with the build to rent, we did away with the 40-foot lots and we're going to build a fabulous community. The best community that Rockwall has ever seen. We took it upscale much more than we anticipated. We're not having DR Horton and other builders come into this community. But I can assure you that if for reason the city doesn't honor their agreement that we spent so much time on, and we stay in the ETJ, we will build apartments. We may even build mobile home parks because that is the most profitable solution to us. I don't think that the community at large is aware that this is a possibility and one we are seriously considered. Thank you.

Britta Jo, 256 Stevens, Rockwall, 75032. A developer that comes in and at the end of a public hearing threatens us with mobile homes shows me who Phillip Huffines really is. To act like this city could have done nothing is a lie because Huffines was in conversations with the City of Heath

as well, and what did the City of Heath do, they didn't play ball and what did Huffines do, he sued them. To act like somehow you guys could have done nothing is not true. I ask when it comes to this annexation that you guys get better representation. That gentleman was here to provide you vital information about your city administrator that shows that you have someone who's searching for a new job. He's looking for new jobs in December. We are going through this and your city administrator is looking for a new job. It is not time to annex this land, it's time to figure out ways to slow this down and figure out what we're doing in this city.

Mayor Short closed the public hearing at 7:39 p.m.

9. EXECUTIVE SESSION

- 9.1. Adjourn into Executive Session (Closed Session) Pursuant to Texas Government Code: Section 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., Causes No. 1-22-1204, pending in the 382nd District Court of Rockwall County, Texas.

Council adjourned into Executive Session at 7:39 p.m.

- 9.2. Reconvene Regular Meeting

Council reconvened regular meeting at 8:18 p.m.

- 9.3. Executive Session Action

No Action

10. UPDATES, DISCUSSION AND DIRECTION TO STAFF

Mayor Short reminded everyone of the Egg Drop scheduled for Saturday, April 1, 2023 at 9:00 A.M. He also expressed appreciation for Mark Woodruff for the clean-up event he organized on FM 550 and also announced a Spring Clean-Up scheduled for April 22nd.

11. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

- 11.1. Mayor Short – None
- 11.2. Mayor Pro Tem Woessner – None
- 11.3. Council Member McNeal – None
- 11.4. Council Member McLendon – None

11.5. Council Member Tucker – Attended his first road consortium meeting after haven taken over Lorna Kipphut’s position and it’s a large group of folks that are there to discuss roads and what’s going on in the county. Obviously, the ones that concern us are south 205 and 548 down south even more so. There’s been a lot of delays, it works at a glacial pace to say the least.

11.6. Council Member Kipphut - None

12. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 8:21 p.m.

APPROVED:

Mayor Short

ATTEST:

Rochelle Green, City Secretary



City of McLendon-Chisholm
Staff Report

Date:

April 11, 2023

Agenda Item:

Community Events Committee Follow-Up Report

Background:

March 16, 2023

-City of McLendon Chisholm and Home & Heart present
the Battle of the Badges Pickleball

April 1, 2023

- City of McLendon Chisholm Egg Drop

PRESENTATION:

Ms. Sarah Naylor, Community Events Committee Chairperson



City of McLendon-Chisholm
Staff Report

Date:

April 11, 2023

Agenda Item:

Oasis Pickleball - Section 380 request for assistance

Background:

Mr. Darren Rak, owner/CEO, Oasis Pickleball Club, is seeking to improve the overall atmosphere of the club through an addition of a new parking lot. He is requesting that the city participate in a Chapter 380 request for \$26,000 that will be reimbursed over the next 4 years. The request is 11% of the overall project cost. The Club will be paying the additional 89%. In return for the assistance, Mr. Rak will create/retain two (2) full time equivalent positions and continue to increase the overall sales tax within the City of MC.

PRESENTATION and Request: Mr. Darren Rak, Owner/CEO

I wanted to give you an update on some very exciting events that are coming to McLendon Chisolm in 2023. Oasis Pickleball Club has secured a spot in every major tournament in the US. Not Dallas, Plano, or Allen but our growing city of MC. I have attached a list of the tournaments we will be hosting this year which is more than any facility in the US. As our city grows so does the number of families that are moving here to be closer to Oasis. We have had 8 new families move here in the last three months from other states that are avid pickleball players and found us on the internet. Oasis and Urban Air have over 50 full and part time employees. This number will obviously increase as our city has the needed amenities for a restaurant. Walk-Ons Restaurant wants to put a site at our facility but we had to explain that we are not ready for a restaurant at this time.

The average tournament brings in over 500 individuals that require a weekend stay in hotels. Couple that with restaurant traffic and we have a huge opportunity in the next two years to benefit from the money that these visitors bring to our city. Our tournaments fill every hotel room the area for multiple nights. Oasis must make some improvements to remain competitive. We are in desperate need of parking. We have 25 acres and will need to spend \$226,000 to increase our parking. I will be taking a loan for \$200,000 and I am asking MC to contribute \$26,000. We are the front runner for the Olympic Training Center for pickleball because of our facility and the DFW airport. I would also ask if anyone has an interest in a donation to cover the main section of courts they will get naming rights to the championship courts. The costs of that is \$426,000. There is an incredible amount of literature available as to the quantifiable impact of pickleball to a city on the internet. The clear winner of a facility such as Oasis is the municipality because of the overnight visitors the sport brings. Our city has an amazing opportunity and I am asking for your support. Here is the link to our website. Oasispickleballclub.com.



Ana Lisa Waters and Ben Johns



Why did Pickleball Spike

- ▶ Pandemic Boom/Early Adopter
- ▶ Easy Access
- ▶ Broad Range of Levels
- ▶ Affordable
- ▶ 58% Men/42% Females
- ▶ Average age now 38.1

Impact of Pickleball on Cities

- ▶ Fastest Growing Sport in America
- ▶ 18-24 Year-olds are up 32%
- ▶ Average Pickleball player is now 37.1 years of age from 41 in 2021
- ▶ US Open Pickleball is in Naples FL and host 3500 players from 8 to 87
- ▶ The City help turn a community Park into a 64 court Pickleball Mecca
- ▶ They will have over 30,000 spectators this year and will be on CBS
- ▶ The tournament will contribute more than 10 million to the local Naples economy with people flying to the event from all over the world
- ▶ Life Time fitness now has over 500 courts in 30 clubs across the country.

Economic Impact of Pickleball on a Community

- ▶ 20-25% of Players and Spectators require overnight stay
- ▶ Restaurants and Hotels Benefit
- ▶ Each visitor that stays overnight contributes over \$350 per day
- ▶ We have over 20 families that have moved to this area strictly based on Oasis.

Where is Oasis Pickleball

- ▶ Oasis is the second largest Pickleball facility in the Southern US with 42 courts with 8 covered
- ▶ Oasis will host of 20 tournaments in 2023 with over 13,000 players and over 25,000 patrons.
- ▶ Who benefits ?
- ▶ What is our opportunity?

What is our Opportunity

- ▶ Hotel
- ▶ Restaurant
- ▶ VRBO
- ▶ Rockwall Assistance



Opportunity for Mclendon Chisolm

We need a restaurant (no sewage system) Walk-ons' Restraunt
Hotel, VRBO, other options
Parking Lot 142 Spaces to stay competitive (90%)
Covered Courts Municipality Assistance Brookhaven
Trash Pricing no competition



Urban Air Amusement Park

DEMOGRAPHICS DURING
SPRING BREAK

32% OF OUR PATRONS WERE
FIRST TIME VISITORS

Sales Growth vs McKinney/Dallas

- ▶ Year over Year 32% Increase vs 23% for McKinney
- ▶ Two Week Spring Break
- ▶ Sales with 10K of McKinney and Frisco
- ▶ New Attraction Mix for 2023

Parking issue combined with construction on 205 for 2023.



OASiS Tournament Schedule

January 28	DUPR Waterfall
January 30-31	2 Day Pickleball Camp
February 2-5	MLP Minor League Event.
March 4-5	Amateur Pickleball Association
March 18-19	Guns & Hoses Local Tournament (firefighters and police)
March 23-24	Level up camp (12 courts)
March 25-26	Level up camp (12 courts)
April 28-30	Lisa Merrick Money Ball tournament
May 4-7	Mid-South (whole facility)
May 19-21	Lone Star Classic
May 25-28	PPA Texas Open
June 16-18	World Pickleball Tour
Sept. 22-24	USSP Super Senior Nationals
Oct 4-8	APP (Major)
Oct 11-15	DUPR (Road to OASiS)
Nov. 18-19	Amateur Pickleball Association

TBD

October 26-29 PPA Pickleball.com Championships

Custom Concrete & Construction

2105 Berkdale
Rockwall, Texas 75087

Phone: Rex (214) 497-7206
rex@lifespringfamily.net

Quote

To: DCR Site Management
5757 Hwy 205 south
Rockwall

Date: 2-23-23

Description:	Unit	Total
Install parking lot 176'x184' with curb using 3/8 rebar on 18" centers with dowels. Use compacted roadbase under slab and use 3500 psi concrete 5" thickness.	32,384 sf	\$ 226,685
TOTAL: ½ Payment is due upon completion of form and rebar setup. Final ½ payment is due upon completion of project. A financing fee can be assessed if payment is not made within 5 days after completion of the project.		\$ 226,685

May God Bless You, Your Family, and Your Business!
Psalm 5:12



City of McLendon-Chisholm Staff Report

Date:

April 11, 2023

Agenda Item:

City-Wide Solid Waste and Recycling

Background:

The City Council has shown interest in receiving outside bids for the city-wide solid waste and recycling pickup and removal. Based on the increase technical nature of this State of Texas required procurement process, staff requests utilizing the services of Burns and McDonnell, Inc to complete the overall procurement process. Burns and McDonald have completed these types of procurement for multiple cities throughout the Metroplex and the State of Texas and other States. Currently, they are finalizing the solid waste/recycling procurement process for the city of Prosper, Texas. Through this professional assistance, we are assured that everything is done correctly and that hopefully the cost of procurement is more than received in the solid waste/recycling returns. Projected cost is \$30,000.



April 5, 2023

Konrad Hildebrandt
City Administrator
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032

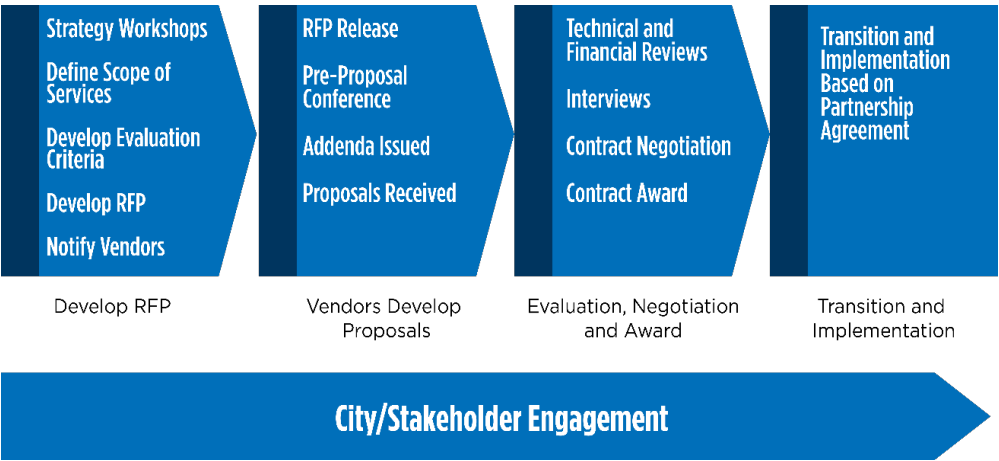
Re: *Proposal – Solid Waste Procurement Consulting Services*

Dear Mr. Hildebrandt:

The City of McLendon-Chisholm (City) has an agreement with CWD for residential and commercial solid waste collection services that is expected to expire in December 2023. The City will need to conduct a procurement process for the selection of its next service provider. The purpose of this proposal is to provide consulting services to assist the City with the upcoming procurement process. This proposal includes our proposed scope of work, budget, and assumptions.

Scope of Services

We have developed this proposed scope of work to provide the City with counsel and analysis throughout the procurement process. The following figure graphically communicates the tasks described in the scope of work.



Task 1 | Project Initiation and Management

Task 1A: Initial Data Request & Review

Following receipt of the Notice to Proceed, Burns & McDonnell will provide the City with a data request that will encompass data needs for completing the procurement. Data to be requested may include information such as the following:

- ▶ Existing contract
- ▶ Standard City procurement template and contract
- ▶ Billing data
- ▶ List and contact information for current solid waste and recycling providers (if available)
- ▶ Population estimates and projections, including any planned annexations
- ▶ Ordinances and policy statements
- ▶ Historical tonnages of solid waste and recyclables generated
- ▶ Other information that may be determined to be relevant to the procurement

We recognize the City may not have all information requested readily available or may track information differently than requested. We will work with the City's project manager to arrive at reasonable substitutes for the key data, if needed.

Task 1B: Virtual Kick-Off Meeting & Project Management

Prior to commencing the study, members of the project team will conduct a virtual kick-off meeting with key City staff. At this kick-off meeting we will discuss:

- ▶ Project work plan
- ▶ Key issues to be addressed
- ▶ Confirm participants for the Task 2 workshop (e.g. composition of the City's Internal Team)
- ▶ Confirm the timing associated with the various project tasks
- ▶ Initial data request (as previously described) that we will have provided to the City staff 7 to 14 days prior to the kick-off meeting



The kick-off meeting will provide a forum for establishing clear communication for the project.

Burns & McDonnell will provide the agenda and any handout materials at least two days in advance. During the meeting, we will also identify primary contacts for our project team and the City and establish protocol for the exchange of information and the resolution of issues that arise in the normal course of this engagement. To facilitate effective communication between project team members and the City throughout the course of this project, Burns & McDonnell will:

- ▶ Schedule and participate in periodic conference calls as needed to discuss project matters (as identified in the specific tasks of this scope of work)
- ▶ Provide periodic status updated via electronic format
- ▶ Be available for other communication(s) as needed

Project management efforts have been developed based on a five-month project schedule.

Task 1 Deliverable(s)

- ▶ Preliminary data request
- ▶ Electronic copies of the kick-off meeting agenda, handouts, and follow-up summary
- ▶ Participation of Burns & McDonnell project manager and key staff in virtual kick-off meeting

Task 2 | Procurement Planning and Strategy Workshop

Based on our procurement experience, we have found that utilizing a workshop to discuss key procurement issues is an effective and timely method for making important decisions. Burns & McDonnell's Project Manager and Procurement Consultant will facilitate a virtual one-day workshop to discuss the solid waste and recycling services procurement. Following this procurement strategy workshop, City staff will have a key understanding of key issues that will need to be addressed while developing the RFP. The procurement strategy workshop will include discussion and evaluation of the following topics:

- ▶ Procurement process (request for proposals versus invitation for bids)
- ▶ Evaluation criteria and weighting (including consideration of minimum qualifications to participate)
- ▶ Residential base services and optional services (consider alternatives that would balance cost and service levels)
- ▶ Cart specifications, purchase, maintenance, and ownership
- ▶ Transition plan (should the City elect to retain a new provider or change key services)
- ▶ Performance standards and assurances
- ▶ Initial and renewal terms
- ▶ Rate adjustments (e.g., annual and unusual changes in costs of operations)
- ▶ Recyclable revenues sharing
- ▶ Permitting or franchise fee
- ▶ Penalties for non-performance and performance bond
- ▶ Customer service responsibilities (e.g., customer complaints, call center, follow-up with City)
- ▶ Billing services responsibilities (e.g., City or vendor)
- ▶ Public outreach plan and educational requirements
- ▶ Vehicle fueling requirements or preferences
- ▶ Use of local and/or minority/women owned companies
- ▶ Other issues pertinent to the procurement

Prior to conducting the procurement strategy workshop, Burns & McDonnell will provide a copy of the agenda and any handout materials to provide an opportunity for the City staff to consider the issues prior to the workshop. Burns & McDonnell requests that the City coordinate the appropriate individuals are in attendance. Burns & McDonnell will deliver a memorandum summarizing the key decisions of the procurement strategy workshop.

Task 2 Deliverable(s)

- ▶ Meeting agenda and other handout materials, including a list of issues to be discussed during the procurement strategy workshop
- ▶ Participation of Burns & McDonnell Project Manager and Procurement Consultant in the procurement strategy workshop
- ▶ Memorandum that summarizes the key decisions of the procurement strategy workshop

Task 3 | Prepare Procurement Documents

Burns & McDonnell will assist the City with the development of the procurement documents, which will include a Request for Proposals (RFP) and draft contract. For all parts of this task, Burns & McDonnell will coordinate with the designated purchasing staff and legal counsel and will rely on the City for any standard language to be included in procurement documents.

Burns & McDonnell will prepare one draft and one final version of the RFP and draft contract. Following delivery of the first draft of the procurement documents, the Burns & McDonnell Project Manager and the Procurement Consultant will participate in a virtual meeting with the City to discuss the documents. We would request the City's project manager be responsible for consolidating comments to the draft procurement documents from multiple reviewers for incorporation by Burns & McDonnell. We will then issue a final version of the documents. The City will be responsible for issuing the RFP. Developing additional versions of the RFP and contract will be considered additional services.

Task 3A: Develop RFP

As part of the development of the procurement documents, Burns & McDonnell will coordinate with the City to prepare a draft of the following elements of the procurement documents:

- ▶ General terms and conditions of the procurement document, including any standard terms and conditions provided by the City
- ▶ Background information, including explanation of why the procurement document is being developed, historical program data, demographic information, etc.
- ▶ Proposal format and content
- ▶ Procurement process, including schedule and evaluation criteria
- ▶ Proposal response forms, including personnel, experience, cost, etc.
- ▶ Other sections of the procurement documents

Task 3B: Develop Contract

Burns & McDonnell will also assist the City with developing a new solid waste and recycling services contract to be included in the procurement documents. Our efforts will be based on our industry experience and the results of Task 2 and the to be completed review of the current system.

Task 3 Deliverable(s)

- ▶ One draft and one final version of the RFP and contract

Task 4 | Pre-Proposal Coordination and Addendum Preparation

The Burns & McDonnell Project Manager or Procurement Consultant will attend the pre-proposal meeting virtually. The City will be responsible for facilitating the pre-proposal meeting. Upon request of the City, Burns & McDonnell may revise the RFP (via addenda) based on the results of the pre-proposal meeting and provide responses to questions. Burns & McDonnell will provide such revised questions/responses to the City's project manager for distribution to all interested vendors. The budget estimate is based on 16 hours.

Task 4 Deliverable(s)

- ▶ Participation of Burns & McDonnell Project Manager or Procurement Consultant in pre-proposal meeting
- ▶ Assistance with addenda preparation

Task 5 | Evaluation of Proposals

Burns & McDonnell will support the City's evaluation committee by completing a technical and financial review of the proposals received. We will serve as an "Ad Hoc" and non-voting member of the evaluation committee. Burns & McDonnell will perform an evaluation of up to four proposals received in support of the City's evaluation efforts. The goal of this task is to evaluate proposals based on the evaluation criteria set forth in the RFP. As part of the evaluation of proposals, Burns & McDonnell will:

- ▶ Evaluate whether the proposer meets the City's minimum qualifications
- ▶ Identify whether the proposer has provided the requested information and the specific page(s) of their proposal that identifies the requested information
- ▶ Evaluate the strengths and weaknesses of each component of the proposals
- ▶ Review and evaluate respondent's technical capability (may include such categories as evaluation of proposed equipment, proposed work plan, etc.)
- ▶ Review of respondent's experience
- ▶ Evaluate cost proposals via Excel model providing an understanding of the total system costs, including City and vendor costs
- ▶ Identify questions and negotiating points

Upon the conclusion of the evaluation, Burns & McDonnell will participate in one virtual meeting with the City to discuss the results of the findings. This task does not include identification of proposals as compliant or non-compliant with proposal procedures (i.e., attendance at mandatory pre-proposal meeting, submitted on or prior to due date and time, signed by an authorized agent, contains a statement to the effect that the proposal is firm for the required period from the closing date, etc.) since it is assumed that the identification of proposals as compliant and non-compliant will be performed by the City.

Task 5 Deliverable(s)

- ▶ Excel spreadsheets (saved as .pdf files) that summarize the evaluation of proposals

Task 6 | Facilitation of Proposer Interviews

Following the evaluation of proposals, the Burns & McDonnell Project Manager or Procurement Consultant will assist the City with the facilitation of proposer interviews. As part of this task, we will:

- ▶ Assist with identifying proposers to be interviewed
- ▶ Develop questions for proposer interview
- ▶ Participate in proposer interviews
- ▶ Revise Burns & McDonnell evaluation of proposals (Task 5) based on interview
- ▶ Compilation of scoring from evaluation committee in an Excel based format

We would anticipate up to four interviews can be conducted in a single day. Our proposal is based on one day of interviews.

Task 6 Deliverable(s)

- ▶ Interview questions
- ▶ Participation of Burns & McDonnell Project Manager or Procurement Consultant at vendor interviews
- ▶ Revised memo and spreadsheets (saved as .pdf files) that summarizes the evaluation of proposals
- ▶ Compilation of scoring from the evaluation committee

Task 7 | Contract Negotiations

As requested, Burns & McDonnell can provide contract negotiations to assist the City. We can customize this task to allow for flexibility in the role played by our team. Burns & McDonnell has extensive experience in contract negotiations and can provide both technical and financial input. The role in the contract negotiations will be determined by various factors including:

- ▶ Approach selected by the City (i.e., negotiate with one company or with multiple companies simultaneously)
- ▶ Composition of the negotiation team (i.e., technical, legal, and financial)
- ▶ Number of contracts awarded
- ▶ Other factors related to the procurement

As part of contract negotiations, we could conduct activities including, but not limited to, the following:

- ▶ On-site meetings with prospective provider(s)
- ▶ Conference call(s) with City staff and/or service provider(s)
- ▶ Updating financial analysis to reflect negotiated rates
- ▶ Review of proposed changes or amendments to contract
- ▶ Other tasks as needed

The project team recognizes that the amount of time will vary based on the pace and progress of the negotiations. The budget will significantly depend on the type of contract awarded. Our budget is based on an allowance of \$5,000. In the event contract negotiations services are requested by the City, such services would be billed on a time and expense basis, based on hourly rates included in this proposal.

Task 7 Deliverable(s)

- ▶ To be determined

Task 8 | City Council Meetings

Requesting key input and keeping the Mayor, City Council, and City Manager updated on progress of the procurement will be an important portion of the process. Our budget includes presenting/participating in a total of one meeting or workshop with any combination of the City Council or City Manager. We will be flexible on the timing for when to conduct the meeting and would generally recommend that meetings occur at key decision points during the process. We will develop PowerPoint slides, as appropriate, for each presentation. Additional meetings can be provided as a part of additional services.

Task 8 Deliverable(s)

- ▶ Presentation and/or participation in one meeting/workshop
- ▶ Development of PowerPoint slides for each presentation

Task 9 | Additional Services

The project team can provide additional services that are outside of the scope of work that will be agreed to between the City and the project team. In the event additional services are requested by the City, such additional services would be billed on a time and expense basis, based on hourly rates included in this proposal. Given the wide range of potential services that could be required for this project, we have included a budget allowance of \$5,000. The City may request other additional services from Burns & McDonnell. This assistance may include but not be limited to the following services:

- ▶ Additional updates to the RFP and/or contract (beyond described in Task 3)
- ▶ Additional addenda preparation (beyond described in Task 4)
- ▶ Evaluation of additional proposals (beyond described in Task 5)
- ▶ Additional negotiation assistance, meetings and/or workshops (beyond described in Task 7)
- ▶ Additional City Council and City Manager meetings (beyond described in Task 8)
- ▶ Ordinance revision
- ▶ Transitional assistance

If requested, we can develop a specific scope of work for future requested services.

Task 9 Deliverable(s)

- ▶ To be determined

Proposed Fees

The following table provides an outline of the services to be provided and includes the fee of \$56,960, inclusive of professional fees and out-of-pocket expenses for all tasks. Services for Tasks 1-6 and 8 will be invoiced on a percent complete basis. Tasks 7 and 9 will be invoiced on a time and expense basis (based on the rate schedule).

TASK	FEE	COMMENTS / BASIS
1. Information Request and Review and Virtual Kick-off Meeting	\$2,710	Includes data request and initial review
2. Procurement Planning and Strategy Workshop	\$4,040	One-day virtual workshop focused on developing content and strategy
3. Prepare Procurement Documents	\$13,710	Develop RFP and draft contract
4. Pre-proposal Coordination and Addendum Preparation	\$5,260	Includes attendance at virtual meeting and up to 16 hours to address questions
5. Evaluation of Proposals	\$13,330	Based on technical and financial review of four proposals/services and includes summary memo and comparative matrices
6. Facilitation of Proposer Interviews	\$3,800	Based on one day of interviews with up to four companies
7. Contract Negotiations	\$5,000	Based on budget allowance, actual fee to be based on time and materials
8. City Council Meetings	\$4,740	Includes one City Council meeting, presentation, and memorandum with recommendations
9. Additional Services	\$5,000	Based on budget allowance, actual fee to be based on time and materials
Total	\$57,590	

The table at the end of this proposal provides hourly rates for services that will be provided on an hourly basis based on Burns & McDonnell standard BMR23-6 rate sheet. These proposed billing rates are in effect through December 31, 2023.

Scope of Services Assumptions and Conditions

There are several assumptions and conditions required in any procurement. For this assignment, the project team notes that our proposal is based on the understanding that:

- ▶ The project team will coordinate with the City's Purchasing Department and City Attorney's Office and will rely on the City for any standard City language to be included within the RFP.
- ▶ The City Attorney's Office will provide all legal advice and will review the procurement documents and prepare and negotiate the contract documents.
- ▶ City staff will be responsible for distribution of the procurement documents, advertising costs to announce the procurement, coordination of the receipt of the proposals and review of proposals regarding City requirements.
- ▶ Our project schedule is dependent on the timely provision of requested data and review of draft documents provided to the City.
- ▶ Burns & McDonnell will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If Burns & McDonnell fails to meet the foregoing standard, Burns & McDonnell will perform at its own cost, the professional services necessary to correct errors and omissions reported to Contractor in writing within one year from the completion of the Burns & McDonnell's services. No warranty, express or implied, is included as part of the services to be provided.

Conclusion

We look forward to developing our relationship with the City of McLendon-Chisholm. Please contact Scott Pasternak at (512) 872-7141 or spasternak@burnsmcd.com should you have any questions regarding our submittal.

Sincerely,



Scott Pasternak
Department Manager



Mark Knaack
Regional Global Practice Manager

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$71.00
Technician *	6	\$90.00
Assistant *	7	\$109.00
	8	\$148.00
	9	\$177.00
Staff *	10	\$202.00
	11	\$220.00
Senior	12	\$247.00
	13	\$269.00
Associate	14	\$276.00
	15	\$279.00
	16	\$282.00
	17	\$284.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2023, and are subject to revision thereafter.

Form BMR23-6