



**AGENDA
CITY COUNCIL
TUESDAY, JULY 9, 2019
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. APPROVAL OF MINUTES |
| 4 - 10 | 5.1. June 25, 2019
June 25, 2019 Draft Minutes |
| | 6. ITEMS FOR CONSIDERATION |
| 11 - 20 | 6.1. Discussion and action regarding an Interlocal Agreement between Rockwall County Central Appraisal District (RCAD) and the City of McLendon-Chisholm for Public Improvement District (PID) Assessment Collection. <i>(Requested by Palomba)</i>
Staff Report - Proposed Interlocal Agreement
Proposed Interlocal Agreement |
| | 6.2. The City Council will invite public comment, discuss with the public and among Council such comments related to the performance of Community Waste Disposal solid waste and recycling services, billing and all other related matters. Direction to staff may follow. <i>(Requested by Council Members Woessner and Kipphut)</i> |
| 21 | 6.3. Discussion and direction to staff regarding issuing a Request for |

Qualifications for architectural design services to design the new McLendon-Chisholm Fire Rescue Station. *(Requested by Palomba)*
[Staff Report - RFQ Architectual Services for Fire Station](#)

7. EXECUTIVE SESSION

- 7.1. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter regarding possible repeal of Ordinance No. 2019-06 adding a new section, 11.03, repealing the application of the sales tax exemption for the sale of telecommunication services with thin the City of McLendon-Chisholm. (Requested by Council Members Bloom, Kipphut, and Woessner)

8. RECONVENE REGULAR MEETING

9. EXECUTIVE SESSION ACTION

10. UPDATES, DISCUSSION AND DIRECTION TO STAFF

11. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

- 11.1. Mayor Short's announcements including events and general information
- 11.2. Mayor Pro Tem Bloom's announcements including Emergency Services Corporation and Economic Development Advisory Committee
- 11.3. Council Member Kipphut's announcements including special events and Code of Ordinance updates
- 11.4. Council Member Larkin's announcements including Veterans Memorial Brick Campaign
- 11.5. Council Member Woessner's announcements including MC-50 Committee and Communications
- 11.6. Council Member Dahl's announcements including budget and finance

12. ADJOURN

As authorized by Section 551.071(2) 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, Lisa Palomba, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted on or before 5:00 p.m., July 5, 2019 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



CITY COUNCIL
City of McLendon-Chisholm, Texas
Meeting Minutes
June 25, 2019

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, June 25, 2019, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Jim Bloom Herman Larkin William Dahl Trudy Woessner	Mayor Pro Tem Council Member Council Member Council Member
ABSENT:	Keith Short Lorna Kipphut	Mayor Council Member
Staff Present:	Lisa Palomba Jim Simmons	City Administrator/City Secretary Fire Chief

1. CALL TO ORDER

Mayor Pro Tem Bloom called the meeting to order at 6:31 p.m.

2. Council Member Larkin delivered the Invocation and led the Pledge of Allegiance to the U.S. and Texas Flags.

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

4. CITIZEN COMMENTS

None

5. APPROVAL OF CITY COUNCIL MEETING MINUTES

5.1 JUNE 11, 2019

MOTION: APPROVE MINUTES OF JUNE 11, 2019 AS PRESENTED.

MADE BY: COUNCIL MEMBER LARKIN
SECONDED: COUNCIL MEMBER DAHL
APPROVED: 4 IN FAVOR, 0 OPPOSED (KIPPHUT, ABSENT)

6. ITEMS FOR CONSIDERATION

6.1. Atmos Energy will present a donation to the Fire Department

Eva Hummel with Atmos Energy made a presentation to the City Council. She pointed out that June is National Safety Month and she has provided National Safety Guidelines. She stressed how important it is to have lines located before making any type of dig to prevent lines being cut. In May, Atmos Energy sponsored the Rockwall Chamber First Responders Appreciation Luncheon. At the luncheon words of appreciation were shared along with a donation to our first responders in Rockwall County. She stated she was here to thank the McLendon-Chisholm Fire Rescue Department for all they do to keep the community safe. She stressed that they value the relationship they have with the first responders and she knows the City of McLendon-Chisholm is truly blessed to have some of the finest first responders. On behalf of Atmos Energy, she presented a donation in the amount of \$2,000.00 to the McLendon-Chisholm Fire Department. She also shared that as a part of the partnership, they offer training in natural gas safety to the first responders and they will be getting together with Chief Simmons to arrange for that training.

6.2. Council Member Herman Larkin will make a public statement related to his tenure as Council Member

Council Member Larkin announced, with regret, that he is not going to be able to serve out his term as Council Member. He explained that certain medical conditions at home have relegated him to the position where he has to relocate back to Virginia to be close to his wife's family. His intention had been to serve out his current term, but things have moved much quicker than he had anticipated.

He stressed that this is not his official resignation, but he wanted to put out notice to the citizens that if anybody wants to volunteer to serve out his term, they should feel free to approach the Mayor or City Administrator. It is his intention to be at the July 9th meeting and at the July 15th City Council retreat.

6.3. John Polster, representing Innovative Transportation Solutions, Inc., will deliver an update regarding TxDOT projects in the vicinity of McLendon-Chisholm including the Hwy. 205 South project. Council discussion and questions from Council regarding such projects may follow the report.

John Polster reported he has a schematic which he has passed to Lisa for their review. He then passed out a report from the Rockwall County Transportation Consortium Report for May 2019 which includes a schedule of the status of each phase of the project. The report included the progress of the SH 205 South project as follows:

SH 205 SOUTH

CSJ:	P451-01 (Rockwall County segment); 0451-02-028 (Kaufman County Segment)	Schematic Approval:	July 3, 2018
Limits:	From US 80 to north of FM 549	Environmental Clearance:	April 12, 2019
Estimated construction cost:	\$135 million	ROW Acquisition Complete:	November 2020
Project Description	Widen from 2-lane rural to 4-lane urban divided with allowance for ultimate 6 lanes	Utility Relocation Complete:	May 2022
Firm & Key Contact:	Halff, Jeremy McGahan	100% Plans	August 2021
TxDOT Contact	Suja Mathew (0451-02-053); Pauline Morrel (0451-02-028)	Ready to Let:	May 2022
		TxDOT Connect Let Date:	September 2025

Mr. Polster shared that this report is on the TxDOT website for anyone who wants to review it.

Mayor Pro Tem Bloom asked about the medians, about when the decisions come into play regarding the aesthetics of the medians. Mr. Polster responded there is not a lot of money designated for aesthetics, but the City can augment the cost if they want more than what the plans dictate.

Council Member Woessner asked about the speed limit. Mr. Polster stated that the design speed will be 45-mph design limit. The 45-mph design limit has nothing to do with the speed limit along Hwy. 205. After the project is complete, the State will not place speed limit signs along the road, but will conduct a survey to determine what the speed limit should be. The City will then be able to set the speed limit through an ordinance, if they have the authority.

Council Member Dahl asked if the medians would be like the ones done on State Highway 380 going through Prosper. Mr. Polster responded that is similar to what they are doing, but 380 is significantly wider than what is planned for Hwy. 205.

Mayor Pro Tem Bloom asked for clarification regard the two lanes going to four lanes with an ultimate of six lanes. Is the actual footprint for four lanes with a two lane turn lane, or will it be wider? Mr. Polster responded it will not be any wider. They will set the entire footprint at the very beginning.

Council Member Dahl asked about traffic control since the City has a large development and a private school on the south side of town. How will they ensure traffic flow will be accommodated? Mr. Polster responded that the contractor will be required to maintain all access with two lanes throughout the entire project. They just might not be in the same location, they may shift left and right.

City Administrator Palomba inquired about sidewalks along the highway. Mr. Polster stated there will be sidewalks on both sides of the road. They are typically five feet wide and set back from the curb.

City Administrator Palomba asked about the possibility of enhancements at each entrance to the city limits. Mr. Polster stated they should probably start talking about that now and they can put it in the design. That way the City will not have to pay for the design.

6.4. Nominate and consider appointments for regular and alternate positions to the Planning & Zoning Commission

Mayor Pro Tem Bloom introduced this item and stated there are three positions plus one alternate position open.

MOTION: Appoint Daniel Tucker, Lesley Schwaije, and Jody Wright as standing members of the Commission with Daniela Swindol as alternate.

MADE BY: Council Member Woessner
SECONDED: Council Member Larkin
APPROVED: 4 in favor, 0 against (Kipphut, absent)

6.5. Nominate and consider appointments for regular and alternate positions to the Board of Adjustment

Mayor Pro Tem Bloom introduced this item and stated there are three current members seeking reappointment and one new applicant.

MOTION: Reappoint Frank Fite, Herb Harker, and Gary Nickel to the open positions on the Board of Adjustment and accept David Cross and Valerie Bodart as alternates.

MADE BY: Council Member Larkin
SECONDED: Council Member Dahl
APPROVED: 4 in favor, 0 against (Kipphut, absent)

6.6. Discussion and action regarding an Ordinance amending Chapter 11, Taxation, of the Code of Ordinances by adding a new section, 11.03, repealing the application of the sales tax exemption from the sale of telecommunication services within the City of McLendon-Chisholm

Mayor Pro Tem Bloom explained that cities are permitted to collect sales tax from telecommunications, such as cell towers, in their district.

City Administrator Palomba explained this is for any type of telecommunications. She reported that the State of Texas automatically exempts telecommunications from sales tax unless the taxing entity passes an ordinance repealing the

exemption. This will allow the City to collect their share of the sales tax for these services.

MOTION: **APPROVE ORDINANCE NO. 2019-06 AMENDING CHAPTER 11, TAXATION, OF THE CODE OF ORDINANCES OF THE CITY OF MCLENDON-CHISHOLM, TEXAS BY ADDING A NEW SECTION 11.03 REPEALING THE APPLICATION OF THE EXEMPTION FROM THE SALE OF TELECOMMUNICATION SERVICES WITHIN THE CITY OF MCLENDON-CHISHOLM, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

MADE BY: **Council Member Woessner**

SECONDED: **Council Member Larkin**

Council Member Dahl asked if this will change the rates for these services for the residents.

City Administrator Palomba answered it will add the local sales tax which will show up at the bottom of their bill.

Council Member Dahl asked what other cities have done this.

City Administrator Palomba pointed out there is a document in their packet which lists all the cities who have repealed this exemption.

APPROVED: **3 in favor, 1 against (Dahl), (Kipphut, absent)**

7. REPORTS

7.1. Building Official Report May 2019

7.2. Budget Report May 2019

Council Member Dahl pointed out that right now the City is on track with the budget. But, with the downturn in building permits, there could be a shortfall.

Council Member Larkin stated he had pointed this out to the previous Council and stressed they should not prepare a budget on income from uncertain sources.

7.3. McLendon-Chisholm Fire Rescue Report May 2019

Chief Simmons was available to answer any questions.

7.4. Rockwall County Transportation Consortium Report May 2019

The regular meeting will be held at 6:00 p.m. on the fourth Wednesday of every month.

8. UPDATES, DISCUSSION AND DIRECTION TO STAFF

None

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

9.1. Mayor Short's news and announcements including upcoming events - ABSENT

9.2. Mayor Pro Tem Bloom's announcements including Emergency Services Corporation and Economic Development Advisory Committee - NONE

9.3. Council Member Larkin's news and announcements including Veterans Brick Memorial Committee

Council Member Larkin recognized Larry Reynolds and expressed appreciation for his volunteer work for the fire department.

9.4. Council Member Kipphut's announcements including special events and Code of Ordinance updates - ABSENT

9.5. Council Member Woessner's news and announcements including M-C 50 Anniversary Committee and communications

Council Member Woessner announced that the date of October 19th has been set for the M-C 50 Anniversary celebration. They are asking for volunteers and workers as well as donations for door prizes.

9.6. Council Member Dahl's news and announcements including finance and budgeting - NONE

10. EXECUTIVE SESSION

10.1. **Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding possible fire station location sites and options for placement and methods of placement of said fire station in the city limits.**

No Executive Session Held

10. ADJOURN

There being no further business to discuss, Mayor Pro Tem Bloom adjourned the meeting at 7:36 p.m.

ATTEST:

APPROVED:

Lisa Palomba, City Secretary

Keith Short, Mayor

DRAFT



City of McLendon-Chisholm

Staff Report

Discussion and action regarding an Interlocal Agreement between Rockwall County Central Appraisal District (RCAD) and the City of McLendon-Chisholm for Public Improvement District (PID) Assessment Collections.

DATE:

July 9, 2019

BACKGROUND OF ISSUE:

The City's new PID Administrator, P3Works, has informed the City that RCAD is willing to enter into an Interlocal Agreement with the City for the collection of PID assessments. A representative from P3Works is expected to attend the Council Meeting to answer any questions regarding the Interlocal Agreement.

FINANCIAL IMPACT:

No financial impact for the City is expected. Fees for RCAD collection services will be paid by PID funds.

OPERATIONAL IMPACT:

It is convenient for residents to have Rockwall CAD collect PID assessments along with their regular school, county and city taxes. The City does not have the staff or means to provide PID collection services.

RECOMMENDATION:

Staff recommends a motion to approve the Interlocal Agreement between Rockwall County Central Appraisal District (RCAD) and the City of McLendon-Chisholm for the collection of PID assessments.

Lisa Palomba, City Administrator

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

INTERLOCAL AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT ASSESSMENT COLLECTION BETWEEN ROCKWALL COUNTY CENTRAL APPRAISED DISTRICT ("DISTRICT"), TEXAS AND THE CITY OF MCLENDON-CHISHOLM SONOMA VERDE PUBLIC IMPROVEMENT PUBLIC IMPROVEMENT DISTRICT ("PID")

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between Rockwall County Central Appraisal District, hereinafter referred to as "**DISTRICT**", and the City of McLendon-Chisholm, Rockwall County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "**CITY**".

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY** has created a Public Improvement District, hereinafter referred to as the "**PID**", and has levied special assessments on properties within the boundaries of the **PID**, and;

WHEREAS, pursuant to Chapter 372.0175 of the Texas Local Government Code, **CITY** has the authority to contract with the **DISTRICT** to perform the duties of **CITY** relating to collection of special assessments levied by the **CITY** under Chapter 372, Subchapter A; and

WHEREAS, **DISTRICT** and **CITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

NOW THEREFORE, **DISTRICT** and **CITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this **AGREEMENT** shall be the 1st day of October 2019. The term of this **AGREEMENT** shall be for a period of one year, from October 1, 2019 to and through September 30, 2020. This **AGREEMENT** shall be automatically renewed for an additional one (1) year term at the discretion of the **DISTRICT** and **CITY**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the **AGREEMENT**. **CITY** agrees to deliver this **AGREEMENT** no later than June 1, 2019 or the first Monday of June 2019 in manner required by **DISTRICT** to fully execute said collection services by **DISTRICT**.

II.

For the purposes and consideration herein stated and contemplated, **DISTRICT** shall provide the following necessary and appropriate services for **CITY** to the maximum extent authorized by

this **AGREEMENT**, without regard to race, sex, religion, color, age, disability, or national origin:

1. **DISTRICT**, by and through its duly qualified Rockwall Appraisal District Chief Appraiser, shall collect **PID** assessments for tax year 2019, and annually in subsequent years subject to Section I. **CITY** does hereby expressly authorize **DISTRICT** and **DISTRICT** agrees to do and perform for **CITY** all acts necessary and proper to collect said **PID** assessments. **DISTRICT** agrees to collect base assessments, penalties, interest, and attorney's fees.
2. **DISTRICT** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel), provide monthly collection reports to **CITY**, maintain both current and delinquent assessment rolls, make disbursements to **CITY** on a weekly basis, as is done with property taxes, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.
3. **DISTRICT** will disburse via ACH and/or Direct Deposit under the Deposit Agreement attached hereto.
4. If **DISTRICT** determines, based on **PID** assessment roll, that a person erred in paying a **PID** assessment by making a duplicate payment or payment on the wrong account, **DISTRICT** agrees to refund the payment to the person who erred in making it from current **PID** assessment collections. **DISTRICT** agrees that such refund will be made as soon as practicable after **DISTRICT** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **DISTRICT** shall include that number. **DISTRICT** will report any refunds made under this paragraph on its monthly report to the **CITY**.
5. If **DISTRICT** determines, based on **PID** assessment roll, that there has been an overpayment of a **PID** assessment, **DISTRICT** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **DISTRICT** will issue, from current **PID** assessment collections, a refund of the overpayment. **DISTRICT** will report any refunds made under this paragraph on its monthly report to the **CITY**.
6. **DISTRICT** agrees to develop and maintain written policies and procedures of its operation. **DISTRICT** further agrees to make available full information about the **DISTRICT'S** collection operations under this **AGREEMENT** to **CITY**, and to promptly furnish monthly written reports to keep **CITY** informed of information related to this **AGREEMENT**.
7. **CITY** agrees to promptly deliver to **DISTRICT** all records that it has accumulated and developed in the collection of assessments, and to cooperate in

furnishing or locating any other information and records needed by **DISTRICT** to perform its duties under the terms and conditions of this **AGREEMENT**.

8. **DISTRICT** agrees to allow an audit of the assessment collection records of **CITY** in **DISTRICT'S** possession during normal working hours with at least 5 days advance written notice to **DISTRICT at a mutually agreeable time**. The expense of any and all such audits shall be paid by **CITY**. A copy of any and all such audits shall be furnished to **DISTRICT**.
8. **DISTRICT** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2020, and any January 31 of subsequent years subject to Section I.
9. **DISTRICT** agrees that it will provide, as requested in advance by PID Administrator, collection reports for **CITY** listing current assessments, delinquent assessments, and penalties and interest on a monthly basis beginning November 1, 2019 and continuing through the pendency of this **AGREEMENT**. **DISTRICT** will also provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.
10. **CITY** retains its right to select its own delinquent assessment/collection attorney and **DISTRICT** agrees to reasonably cooperate with the attorney selected by **CITY** in the collection of delinquent assessments and related activities.
11. **CITY** will provide **DISTRICT** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

The Rockwall Appraisal District Chief Appraiser, and/or his/her designee, shall ensure the performance of all duties and obligations of **DISTRICT**; shall devote sufficient time and attention to the execution of said duties on behalf of **DISTRICT** in full compliance with the terms and conditions of this **AGREEMENT**; and shall provide direct supervision of the District employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this **AGREEMENT** for the mutual benefit of **DISTRICT** and **CITY**.

IV.

It is understood and agreed between **DISTRICT** and **CITY** that the **CITY**, in performing its obligations hereunder, is acting independently, and the **DISTRICT** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **DISTRICT** and **CITY** that the **DISTRICT**, in performing its obligations hereunder, is acting independently, and the **CITY** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY** agrees that it will protect, defend, indemnify, and hold harmless **DISTRICT** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages,

judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

DISTRICT accepts responsibility for the acts, negligence, and/or omissions of all **DISTRICT** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **DISTRICT** to the extent allowed by law.

VI.

CITY accepts responsibility for the acts, negligence, and/or omissions of all **CITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY** to the extent allowed by law.

VII.

CITY understands and agrees that **CITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **DISTRICT**. **DISTRICT** understands and agrees that **DISTRICT**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY**.

VIII.

For the services rendered during the 2019 assessment year, and subject to Section I, **CITY** agrees to pay **DISTRICT** for its services to the **CITY** under this **AGREEMENT** as follows:

1. The **CITY** will provide **DISTRICT** with an assessment roll identifying the assessments levied by **CITY'S** governing body under Local Government Code Section 372.017 on or before September 5, 2019, or the first Monday of September in any subsequent year. The assessment roll is to be in the form of a spreadsheet as required by the **DISTRICT** and delivered to the **DISTRICT**; delivery may be by CD, FTP, or email of CSV files. **Assessment roll is to be accompanied by the governing body resolution for the respective assessment year.**
2. The current assessment statements will be mailed by the **DISTRICT** by October 10, 2019 or as soon thereafter as practical. All assessments become due on receipt of the tax statement each year.

3. If **CITY** does not provide **DISTRICT** with an assessment roll identifying the assessments levied by **CITY'S** governing body under Local Government Code Section 372.017 on or before September 5, 2019, or the first Monday of September, the **DISTRICT** shall charge a **\$5,000.00** late processing fee, plus the base fee and the per statement fee not to exceed **\$1.00** each.
4. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)). Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48) A delinquent notice will be sent during the month of March following the mailing identified in Paragraph 1 above, provided that **CITY** has requested such a notice on or before February 28, of each year. The fee for this service will be a rate not to exceed **\$1.00 for each statement**.
6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.
7. For accounts which become delinquent on or after June 1st, **DISTRICT** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.
8. In the event **CITY** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY** shall provide **DISTRICT** with an updated assessment roll identifying the assessments levied by **CITY'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY** agrees **DISTRICT** may charge a programming charge of **\$5,000.00**. **DISTRICT** will mail corrected statements to the owner of each affected parcel. **DISTRICT** will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessment(s).**
9. **CITY** understands and agrees that **DISTRICT** will, no later than January 31, 2020 deduct from current collections of **PID** the "Total Cost" of providing all services described in paragraphs 1-7 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1 -7 above shall be the total of:

The base fee of \$500 per improvement area, as provided by the PID Administrator, plus a per statement fee of \$1.00 x the total number of parcels on PID Assessment Roll as reported on September 30 end of year assessment roll for the respective assessment year. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **DISTRICT** shall bill **CITY** for such amounts. **CITY** shall pay **DISTRICT** all billed amounts within 30 days of its receipt of said bill.

CITY further understands and agrees that **DISTRICT** (at its sole discretion) may increase or decrease the amounts charged to **CITY** for any renewal year of this **AGREEMENT**, provided that **DISTRICT** gives written notice to **CITY** sixty (60) days prior to the expiration date of the initial term of this **AGREEMENT**.

IX.

DISTRICT agrees to remit all assessments, penalties, and interest collected on **CITY** behalf and to deposit such funds into the **CITY** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY**.

2. If **CITY** uses the same depository as **DISTRICT**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this **AGREEMENT**, **DISTRICT** further agrees that deposits will be made in a typical and customary manner as property taxes through September 30, 2020, and each respective year thereafter. It is expressly understood, however, that this obligation of **DISTRICT** shall not survive termination of this **AGREEMENT**, whether by termination by either party or by failure of the parties to renew this **AGREEMENT**.

4. In event that **DISTRICT** experiences shortage in collections as a result of an outstanding assessment debt of **CITY**, the **CITY** agrees a payment in the amount of shortage shall be made by check or ACH to **DISTRICT** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this **AGREEMENT** through the balance of the assessment year in which notice is given. **DISTRICT** shall be obligated to provide services pursuant to this **AGREEMENT**, during such period. In any dispute between the parties regarding this **AGREEMENT** the limit of any liability of the **DISTRICT** for damages to **CITY** is the amount paid by **CITY** during the current year of the **AGREEMENT**. No special, consequential or punitive damages are recoverable by **CITY** and **CITY** waives any claim(s) for specific performance.

XI.

This **AGREEMENT** represents the entire agreement between **CITY** and **DISTRICT** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This **AGREEMENT** may be amended only by written instrument signed by the governing bodies of both **CITY** and **DISTRICT** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this **AGREEMENT** shall be delivered or mailed to the listed addresses:

DISTRICT:

Chairman of the Board
Rockwall Central Appraisal District
841 Justin Rd.
Rockwall, TX 75087
Phone: (972) 204-6000

CITY: Lisa Palomba, City Administrator
Address: 1371 W. FM 550
City, State, Zip: McLendon-Chisholm, TX 75032
Phone: 972-524-2077 Email: lisa@mclendon-chisholm.com

XIII.

CITY hereby designates (Name) P3Works (Title) PID Administrator to act on behalf of **CITY**, and to serve as Liaison for **CITY** to ensure the performance of all duties and obligations of **CITY** as stated in this **AGREEMENT**. **CITY** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY** in full compliance with the terms and conditions of this **AGREEMENT**; shall provide immediate and direct supervision of the **CITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this **AGREEMENT** for the mutual benefit of **CITY** and **DISTRICT**.

XIV.

In the event that any portion of this **AGREEMENT** shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this **AGREEMENT** on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this **AGREEMENT** have been duly passed and are now in full force and effect.

Executed in triplicate originals this 9th day of July 2019.

DISTRICT

Rockwall Central Appraisal District
841 Justin Rd.
Rockwall, TX 75087

BY: _____
Russell Summers
Chairman Board of Directors

ATTEST:

BY: _____

Kevin Passons
Rockwall County Chief Appraiser

APPROVED AS TO FORM:

Michael Halla
City Attorney

CITY

City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, TX 75032

BY: _____
Lisa Palomba
City Administrator

ATTEST:

BY: _____
Name: _____
Title: _____



City of McLendon-Chisholm

Staff Report

Discussion and direction to staff regarding issuing a Request for Qualifications for architectural design services to design the new McLendon-Chisholm Fire Rescue Station.

DATE:

July 9, 2019

BACKGROUND OF ISSUE:

The current fire station located at 1250 S. State Hwy. 205 will be taken by TxDOT as part of the road widening project. A new station must be built and become operational prior to TxDOT widening the road. Staff has met with TxDOT and TxDOT has confirmed they will make a payment to the city for the design, planning, construction and associated costs of building a new fire station.

FINANCIAL IMPACT:

No financial impact is expected as a result of issuing an RFQ other than advertising costs. Architects are exempt from the competitive bid process normally required for major purchases or services. Therefore, a Request for Qualifications is typically issued for these types of services. The City may invite firms with known experience in fire station design to submit qualifications as well as advertise to generate further interest.

OPERATIONAL IMPACT:

TxDOT is preparing an appraisal for the current fire station property located on Hwy. 205. Once appraised, the City will receive an offer for the property as well as an offer for the costs of planning and building a new fire station. Architectural services are included in the fire station costs.

Staff is requesting to move forward in drafting and issuing a Request for Qualifications for architectural design services as it may take some time to prepare and issue the RFQ and to receive and review qualifications submitted. Staff will bring forward a recommendation for selection of an individual or firm once the process is completed.

RECOMMENDATION:

Staff recommends a motion to direct staff to move forward in creating and issuing an RFQ for architectural design services to design the new McLendon-Chisholm Fire Rescue Station and to bring forward a recommendation for selection on an individual or firm once the process is completed.

Lisa Palomba, City Administrator