



**AGENDA  
CITY COUNCIL MEETING  
FEBRUARY 24, 2026**

**1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032 5:30 PM**

1. CALL TO ORDER

2. EXECUTIVE SESSION

The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, §551.071 - Consultation with attorney, §551.072 - Real Property; §551.073 - Prospective Gifts; §551.074 - Personnel Matters; §551.076 - Security Devices; §551.086 - Utility Competitive Matters; and §551.087 - Economic Development Negotiation

2.1. Consultation with attorney to discuss a site plan for a 1.5 acre lot generally located at the southeast corner of FM 550 and State Highway 205 Rockwall CAD Property ID 101321, designated as Block1, Lot 1-R and zoned a Planned Development District with city limits of the City of McLendon-Chisholm.

3. INVOCATION AND PLEDGE

4. RULES OF DECORUM

5. PROCLAMATIONS

6. PUBLIC HEARING

6.1. Discuss and consider an ordinance amending the City's zoning ordinance by adding a new section 5.2, "State Highway 205 Overlay District," to Article 5, "Special Districts".

7. CITIZEN COMMENTS

8. CONSENT AGENDA

8.1. Minutes for Feb 10, 2026 City Council Meeting

9. ITEMS FOR DISCUSSION

9.1. Discuss and consider the selection and appointment of an Interim Mayor Pro Tem (MPT) to serve until a permanent appointment is made.

9.2. Receive a presentation and discuss the 2025 Sanitation Services Annual

Review from CWD.

9.3. Discuss and consider a resolution approving an agreement for professional services with Volkert, Inc. for the roads assessment project.

9.4. Discuss and consider approving a Master Agreement for Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) Creation and Administration Project Agreement Form related to the Willow Creek Public Improvement District.

9.5. Discuss and consider an ordinance amending the City's zoning ordinance by adding a new section, 5.2, "State Highway 205 Overlay District", to Article 5, "Special Districts".

#### 10. 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.

#### 11. ADJOURN

I, Angela Jennings, 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., February 17, 2026 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.

**ORDINANCE NO. 2026-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE CITY'S ZONING ORDINANCE BY AMENDING ARTICLE 5, "SPECIAL DISTRICT", BY ADDING SECTION 5.2, "STATE HIGHWAY 205 OVERLAY DISTRICT,"; ESTABLISHING PURPOSE, APPLICABILITY, DEVELOPMENT STANDARDS, AND REGULATIONS; PROVIDING FOR CONFLICTS, VARIANCES, ENFORCEMENT, PENALTIES, AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of McLendon-Chisholm, Texas, is authorized under Chapter 211 of the Texas Local Government Code to adopt and amend zoning regulations to promote the public health, safety, morals, and general welfare of the community; and

**WHEREAS**, State Highway 205 serves as a major arterial corridor traversing the City and is intended to accommodate non-residential development that is compatible with adjacent residential areas, ensures traffic safety, promotes high-quality design, and supports long-term economic development; and

**WHEREAS**, the City Council finds that the establishment of a corridor-specific overlay district along State Highway 205 will provide additional development standards while preserving the underlying base zoning districts; and

**WHEREAS**, the Planning and Zoning Commission has reviewed the proposed State Highway 205 Overlay District and recommended its adoption in accordance with applicable law; and

**WHEREAS**, the City Council published notices of public hearings of the proposed zoning text amendment and conducted such full and fair hearings in compliance with the Zoning Ordinance and State Law, at which time parties in interest and citizens were given an opportunity to speak and be heard; and

**WHEREAS**, City Council finds that adoption of the State Highway 205 Overlay District is in the best interest of the City and its residents.

**NOW, BE IT THEREFORE ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:**

**SECTION 1.** That Article 5, “Special Districts” of the City of McLendon-Chisholm Zoning Ordinance is hereby amended by adding a Section 5.2, entitled “State Highway 205 Overlay District,” to read in its entirety as set forth in Exhibit “A”, attached hereto and incorporated herein for all purposes.

**SECTION 2.** The State Highway 205 Overlay District is hereby established as an overlay zoning district. The regulations contained therein are intended to supplement, and not replace, the regulations of the underlying base zoning districts. Where conflicts exist between the overlay district and the base zoning district regulations, the more restrictive regulation shall control.

**SECTION 3.** The provisions of Section 5.2 shall apply to all properties fully or partially located within the geographic boundaries of the State Highway 205 Overlay District, as described therein. All site plans, plats, permits, certificates of occupancy, and development approvals for properties within the Overlay District shall comply with the requirements of Section 5.2 in addition to all other applicable ordinances, regulations, and standards of the City.

**SECTION 4.** Requests for variances from the standards established in Section 5.2 shall be processed in accordance with the procedures and authority of the City’s Board of Adjustment, as provided in the Zoning Ordinance and state law.

**SECTION 5.** Any person violating any provision of this ordinance or the regulations adopted herein shall be subject to enforcement and penalties as provided in the Zoning Ordinance

and Section 5.2.9, including fines not to exceed Two Thousand Dollars (\$2,000.00) for each offense, with each day constituting a separate offense.

**SECTION 6.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance, which shall remain in full force and effect.

**SECTION 7.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

**SECTION 8.** The Recitals to this ordinance are incorporated herein as if fully recited.

**SECTION 9.** This ordinance shall take effect immediately upon adoption and publication as required by law.

**DULY PASSED** by the City Council of the City of McLendon-Chisholm, Texas, on this the \_\_\_\_ day of February 2026.

**APPROVED:**

\_\_\_\_\_  
Bryan McNeal, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Jennings, City Secretary



## EXHIBIT A

### Section 5-2 Special Districts: State Highway 205 Overlay District

#### 5.2.1 Purpose

Recognizing that SH 205 is a major non-residential arterial through the City of McLendon Chisholm, Texas the City hereby provides additional development standards for the non-residential development in this corridor.

#### 5.2.2 Limits of Overlay District.

The area encompassed by these standards shall include all those properties that extend from the centerline of State Highway 205 to a point 1,500 feet east or west of the centerline. The area is intended to apply to all non-residential development within this corridor. Any property zoned for non-residential development within this corridor, in full or in part, shall be subject to the development standards contained herein. This Overlay District will extend from the northern City limit line to the southern city limit line. The provisions of the State Highway 205 Overlay district shall apply to all properties fully or partially within the defined area.

#### 5.2.3 Applicability.

The base zoning districts of properties within the area shall not be affected except as noted below. All applicable regulations for use, yard, area, lot dimensions, utility placement, and landscaping shall be those specified for each district, including planned development stipulations. Where any of the above regulations conflict with those of the overlay district, the more restrictive standards shall apply. Except as noted, the requirements below shall apply to all lots or tracts located fully or partially within the limits. Any changes to a site plan and/or a platted property after the adoption of this Overlay District shall require adherence to the standards contained herein. Upon consideration of specific site details and development applications, City Council may approve amendments to specific standards herein through the adoption of a Specific Use Permit.

#### 5.2.4 Non-Residential Uses.

Property within the State Highway 205 Overlay District shall be developed as non-residential residential. No residential zoning shall be permitted within this overlay district.

#### 5.2.5 Landscaping requirements:

(1) A minimum 30-foot wide landscape buffer (as measured from the front property line, exclusive of rights-of-way, site visibility easements, future thoroughfare setbacks, etc.) shall be provided. This requirement is not intended to prohibit the placement of driveway openings as specified in the Thoroughfare Standards Rules & Regulations and its subsequent updates and revisions.

(2) The landscape buffer shall generally consist of trees, shrubs, groundcover, berms, and related elements and shall meet the following criteria:

(a) A minimum of one three-inch caliper shade tree and one ornamental tree (measured at twelve inches above the soil line and six-foot planted height) per 30 feet of frontage.

Caliper shall be measured

(b) The inclusion of a landscape screen is important for screening headlights from adjacent non-residential parking:

- minimum height of 18 inches (as measured from the finished grade of the parking area) in locations where the landscape edge separates a surface parking area from State Highway 205 or another major thoroughfare.
- Screens shall consist of either earthen berms, shrubbery hedges, or a combination.

- Retaining walls may be used to facilitate berms if they are not visible from the street.
- Earthen berms shall have a maximum slope of three-to-one, requiring at least three feet of horizontal width for every one foot of vertical height.
- Shrubbery hedges forming a continuous living screen and retaining walls used for berming shall not exceed 40 inches in height within the required landscape edge.
- The above shall also conform to the required visibility triangles noted in the engineering design manual and to visibility requirements of the Thoroughfare Standards Rules & Regulations and its subsequent updates and revisions.

- (3) A landscape plan, including planting and irrigation details, shall be submitted in conjunction with the site plan review process.
- (4) The City of McLendon-Chisholm shall develop and maintain a list of approved plant materials for landscape edges.
- (5) The location of plant materials shall comply with the visibility requirements of the Thoroughfare Standards Rules & Regulations and its subsequent updates and revisions.
- (6) During the site plan review process, the Planning & Zoning Commission (or the City Council upon appeal) may reduce the width of the landscape edge by as much as 15 feet upon a finding that the full landscape edge requirement would prevent a property’s reasonable development in a safe, efficient manner.

**5.2.6 Land Use Spacing Regulations:**

The following land uses shall comply with the residential adjacency standards herein:

Land Use	Conditional Land Use Adjacency Provisions
Amusement center, outdoor	1000 feet from any property zoned for residential development
Auto impound lot/wrecker business	1000 feet from any property zoned for residential development
Auto paint and body shop	1000 feet from any property zoned for residential development
Auto repair garage	1000 feet from any property zoned for residential development
Auto service station	1000 feet from any property zoned for residential development
Truck Stops (commercial vehicles)	1,000 feet from any property zoned for residential development
Bail Bonds	1,000 feet from any property zoned for residential development and 2,000 feet from another similar establishment
CBD Retail Stores	1,000 feet from any property zoned for residential development
Convenience Stores (with or without fuel sales) with alcohol sales	1,000 feet from any property zoned for residential development
Go cart track and other vehicular track or facility	1,000 feet from any property zoned for residential development
Kennel	1,000 feet from any property zoned for residential development
Massage Parlors	1,000 feet from any property zoned for residential development and 2,000 feet from another similar establishment
Outdoor storage	1000 feet from any property zoned for residential development
Pawn Shops	1,000 feet from any property zoned for residential development
Payday Lenders / title loan stores	1,000 feet from any property zoned for residential development and 2,000 feet from another similar establishment
Recycling collection center	1,000 feet from any property zoned for residential development
Restaurants w/ alcohol sales	1000 feet from any property zoned for residential development

Restaurant, drive-in/drive-thru	1000 feet from any property zoned for residential development
Sexually Orientated Business	1,000 feet from any property zoned for residential development and/or 2,000 feet from any school or day care center
Tattoo parlor/body piercing studio	1,000 feet from any property zoned for residential development, schools, day care centers or public parks
Tobacco shop	1,000 feet from any property zoned for residential development, schools, day care centers or public parks
Shooting range, outdoor	1,000 feet from any property zoned for residential development
Vape Stores / Smoke Shops / Hookah Lounges	1,000 feet from any property zoned for residential development, schools, day care centers or public parks
Veterinary hospital with outside pens	1,000 feet from any property zoned for residential development

**5.2.7 Site Development Standards**

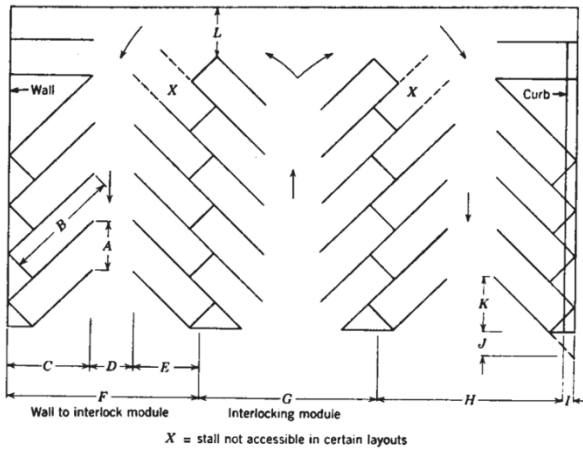
The following site design standards shall apply for all non-residential developments within the Overlay District.

- (1) Signs. For safety purposes, the Overlay District shall regulate the number and type of freestanding or pole signs along the corridor.
  - a. Prohibited Signs
    - i. Off-Premise Signs – Billboard Signs shall be prohibited in this overlay district.
      - 1. For definition purposes of this Section, an “off-premise” sign shall generally be considered a “billboard” sign or a free standing sign which is not associated with the immediately adjacent primary land use and identifies, advertises or attracts attention to a business, product, service, event or activity sold, existing or offered at a different location.
      - 2. For definition purposes of this Section, a “billboard sign” shall be defined as a commercial sign which meets the following criteria:
        - a. Permanent structure sign which is used for the display of off-site commercial messages
        - b. Permanent structure sign which constitutes a principal, separate or secondary use, as opposed to an accessory use, of the parcel on which it is located;
        - c. Outdoor sign used as advertising for hire; as an example, on which display space is made available to parties, other than the owner or operator of the sign or occupant of the parcel (not including those who rent space from the sign owner, when such space is on the same parcel as the sign), in exchange for a rent, fee or other consideration; or
        - d. Off-site outdoor advertising sign on which space is leased or rented
    - ii. Painted or hand marked advertising on windows or buildings shall be prohibited.
    - iii. Flags, inflatable signs, portable signs, trailer signs, spot lights, or other temporary signs shall be prohibited unless a temporary sign permit is approved.

- b. Building Signs.
  - i. Signs affixed to individual buildings, suites or demised premises shall be subject to and conform with the City’s Sign Ordinance.
  - ii. Painted or hand marked advertising on windows or buildings shall be prohibited.
  - iii. Any free standing signs on the site, not affixed to the building, shall be considered a “Monument Sign” and shall conform to the criteria herein.
- c. Monument Signs.
  - i. Multi-tenant non-residential development shall collocate freestanding signs into a cohesive monument sign on the overall property.
  - ii. The number of monument signs allowed on a property shall be consistent with the number of driveway access points to an adjacent right-of-way allowed on the property.
  - iii. A monument sign shall be dimensioned as such:
    - 1. No greater than six (6) feet in height
    - 2. No greater than fifteen (15) feet in width of the structure
    - 3. Maximum sign face of sixty (60) square feet per side of actual signage
  - iv. Each monument sign shall be designed by a structural engineer according to the City’s approved and adopted International Building Code.
  - v. Each monument sign shall include the following:
    - 1. Site Address: letters and numbers shall be between 4 and 8 inches in height
    - 2. City of McLendon-Chisholm Logo shall be incorporated into the sign. Logo shall be between 4 and 8 inches in diameter
    - 3. Individual slots or slats for signage for individual tenants. Total number of slots or slats shall not exceed 120% of the number of suites or tenants per monument sign
  - vi. All sign electrical equipment and structural supports shall be enclosed and secured with exterior finishing materials.
  - vii. Shall be constructed with exterior finishing materials similar to those of the main associated building structure.
- d. Sign Lighting.
  - i. Backlit signs within a monument sign shall be permitted with the following conditions:
    - 1. Property owner shall be responsible for the adherence to these provisions.
    - 2. Violations of these provisions shall be considered a violation of the City’s Ordinances and shall be subject to fines and/or revocation of a Certificate of Occupancy.
    - 3. Lighting shall be on a timer
    - 4. Monument sign lighting shall be set to turn off by no later than 11:00 p.m. Sunday – Thursday and midnight Friday – Saturday.
  - ii. Directional lighting shall be allowed under the following conditions:
    - 1. Property owner shall be responsible for the adherence to these provisions.
    - 2. Violations of these provisions shall be considered a violation of the City’s Ordinances and shall be subject to fines and/or revocation of a Certificate of Occupancy.
    - 3. No directional lighting shall be pointed towards a right-of-way

4. There shall be no more than one (1) foot candle spillover at the property line as measured three (3) feet from the natural grade.
- e. Site Plan – Plat Designations and Notation.
    - i. Any changes to an existing approved site plan for a development located within this district after the effective date of the adoption of this Overlay District, shall require conformance with this section.
    - ii. Proposed monument signs shall be designated on a Site Plan submittal.
    - iii. Proposed monument signs shall be designated on a development plat as a “Sign Easement”
- (2) Cross Access. For safety purposes, the Overlay District shall regulate the access and circulation of non-residential developments.
    - a. All non-residential developments shall require cross access from a non-residential development to an adjacent non-residential development.
    - b. Site Plan – Plat Designation and Notation.
      - i. Any changes to an existing approved site plan for a development located within this district after the effective date of the adoption of this Overlay District, shall require conformance with this section.
      - ii. Cross-access shall be required and noted on a Site Plan submittal
      - iii. Proposed cross-access shall be designated on a development plat as a “Fire Lane, Access and Utility Easement”
    - c. Cross-access connections shall be required as follows:
      - i. Shall be required from non-residential development to any and all adjacent non-residential developments
      - ii. Shall be required to be identified on a Site Plan and all plats and constructed by the applicant to the property line in such a manner as to allow an adjacent development to connect into the cross-access connection without requiring additional permission from the original applicant.
      - iii. Shall be appropriately stiped as a fire lane.
      - iv. Shall include appropriate barriers (if required through the engineering process), signage, or other markings to identify the temporary nature of the cross-access connection.
      - v. Shall be dimensioned as a fire lane
      - vi. Pavement standards for cross access connections shall be as a fire lane
- (3) Multi-lot Development Standards. For safety purposes, the Overlay District shall regulate the building orientation, parking, pedestrian and vehicular site circulation for multi-lot non-residential developments.
    - a. Building Orientation. Building orientation for multi-lot nonresidential developments shall conform to the following criteria:
      - i. Larger footprint buildings shall be set back from the right-of-way providing sufficient area between the building and the right-of-way for either parking for the main building or for the development of smaller footprint buildings.
      - ii. Smaller footprint buildings shall be adjacent to the right-of-way.
      - iii. Longest side of the building shall be parallel with the adjacent right-of-way.
      - iv. Where building is located on a corner of two major arterials or there exists other site constraints, the building’s longest side shall be orientated parallel to the right-of-way corresponding to the building’s address.

- b. Parking Field Standards. Parking lot designs for multi-lot nonresidential developments shall conform to the following criteria:
  - i. American Disabilities Act (ADA) parking requirements
    - 1. Required ADA parking spaces shall be located adjacent to the main doors of the building
    - 2. ADA accessible routes shall be clearly designed and striped
  - c. Parking lot design shall follow the following criteria.



**STALL LAYOUT ELEMENTS**

Dimension	On				
	diagram	45°	60°	75°	90°
Stall width parallel to aisle	A	12.7	10.4	9.3	9.0
Stall length of line	B	25.0	22.0	20.0	18.5
Stall depth to wall	C	17.5	19.0	19.5	18.5
Aisle width between stall lines	D	12.0	16.0	23.0	26.0
Stall depth, interlock	E	15.3	17.5	18.8	18.5
Module, wall to interlock	F	44.8	52.5	61.3	63.0
Module, interlocking	G	42.6	51.0	61.0	63.0
Module, interlock to curb face	H	42.8	50.2	58.8	60.5
Bumper overhang (typical)	I	2.0	2.3	2.5	2.5
Offset	J	6.3	2.7	0.5	0.0
Setback	K	11.0	8.3	5.0	0.0
Cross aisle, one-way	L	14.0	14.0	14.0	14.0
Cross aisle, two-way	M	24.0	24.0	24.0	24.0

d. Pedestrian Accommodations

i. Access Easements

- 1. Shall be required for parking lots with more than forty (40) parking spaces in a perpendicular row to the main building.
  - a. Shall be at least eight feet (8') wide raised pedestrian access way with six-inch (6") curbs located between two adjacent head in parking rows perpendicular to the main building; OR
  - b. Shall be designated as a six foot (6') sidewalk perpendicular to the main building.
- 2. Shall include barrier free ramps (BFR's) according to the American Disabilities Act.

ii. Shopping cart corral

- 1. Retail developments with shopping carts shall require shopping cart corrals.
- 2. Shopping cart corrals shall be installed at the rate of 1 corral per 100 parking spaces.
- 3. Shopping cart corrals shall be distributed throughout parking field
- 4. Design Criteria:
  - a. Width: minimum ten feet (10')
  - b. Length: minimum fifteen feet (15')

iii. On-site trees

- 1. A canopy tree shall be provided at the end of every parking row
- 2. A canopy tree shall be provided within sixty-five feet (65') of every parking space

3. A canopy tree shall be provided for every seven (7) parking spaces. Trees required for this provision may be installed throughout the site.
  4. Every canopy tree shall be in a landscape island with a dimension of at least one-hundred eighty square feet.
- e. Vehicular circulation
- i. Site visibility triangle criteria shall apply for all internal vehicular drive aisles, drive aisles intersections, driveways, placement of monument signs and other site features
  - ii. Stacking depths may be required as part of the site plan review process to insure pedestrian and vehicular safety.
  - iii. City may require traffic signs, speed bumps or other traffic calming devices as part of the site plan review process to insure pedestrian safety.

### **5.2.8 Variances and Appeals.**

The Applicant may request a variance of any of the Site Development Standards based on a bona fide hardship. Variance requests shall be processed through and considered by the Zoning Board of Adjustments.



City of McLendon-Chisholm  
Staff Report

**Date:** February 24, 2026

**Agenda Item:** Receive a presentation and discuss the 2025 Sanitation Services Annual Review from CWD.

**Background:**

City Council will receive a presentation from CWD providing the 2025 Sanitation Services Annual Review. The presentation will summarize service performance over the past year, including collection operations, customer service metrics, service levels, and any operational updates or trends. This annual review allows Council to evaluate the effectiveness of the City's solid waste and recycling services and to discuss any potential opportunities for improvements or adjustments moving forward.

**Presenter:** Fabrice Kabona, City Manager



# Partners Since 2019



# **Council Meeting Presentation**

**February 24, 2026**

**Jason Roemer**

**President**

**Wanda Smith**

**Municipal Coordinator**





CommunityWasteDisposal.com  
Since 1984

Partners Since 2019

# CWD Presentation

## 2025 Annual Review

for the

## City of McLendon-Chisholm



# Residential Services

## Trash, Recycling & Bulk Collection



Partners Since 2019



Trash is collected 1xWeek from CWD-provided 95G gray carts.  
Bulk is collected with trash up to 1 cubic yard per week and  
unlimited tied and bundled brush.



# Residential Services

## Trash, Recycling & Bulk Collection



Partners Since 2019



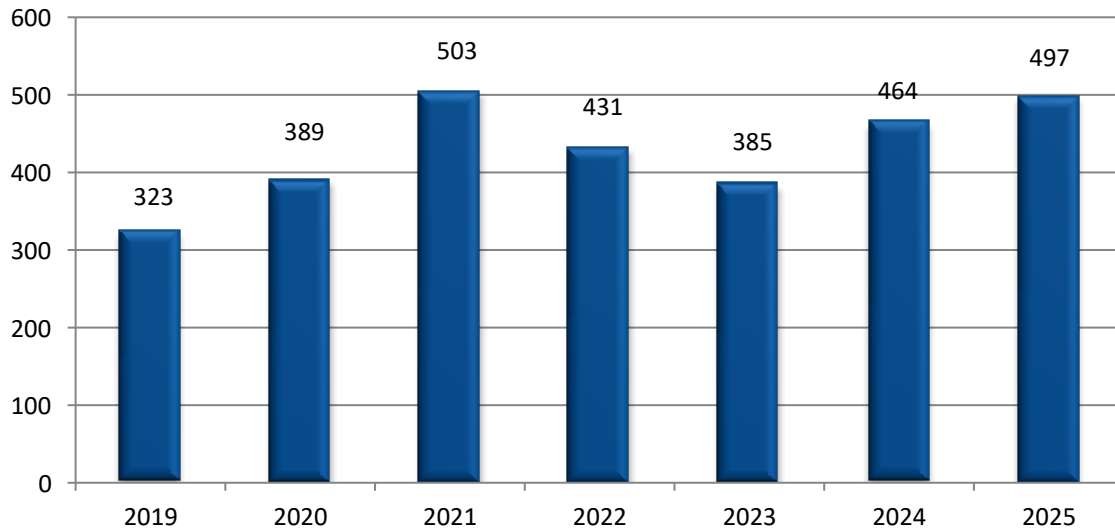
Recycling is collected 1xWeek from CWD-provided 95G blue carts.



# Residential Recycled Materials Tons Collected



Partners Since 2019



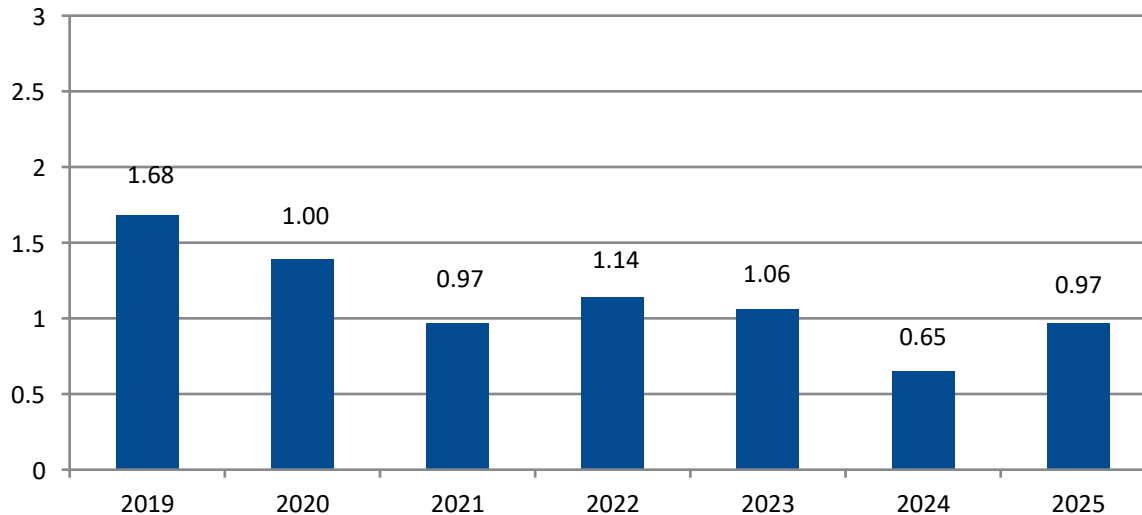
**Residents recycled 497 tons of material in 2025.**



# Customer Service Inquiries Per 1,000 Service Opportunities



Partners Since 2019

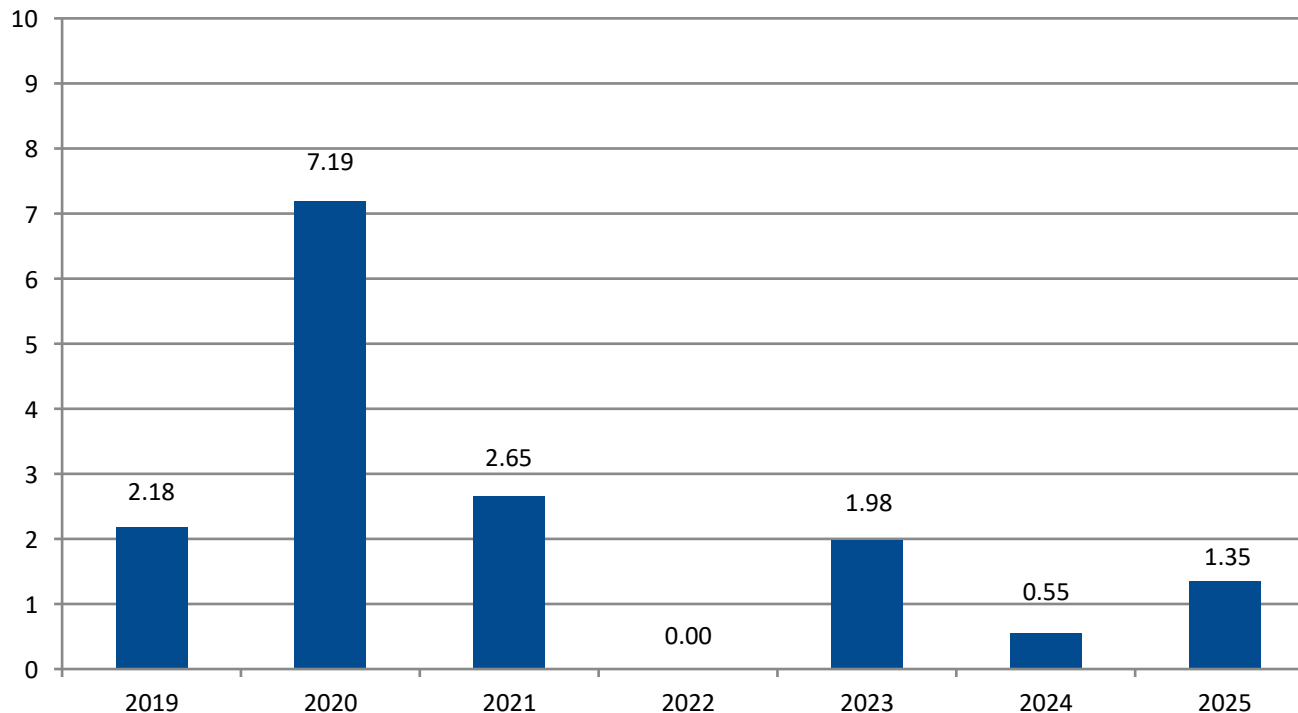


**148,076 yearly service opportunities; 284 inquiries**



# Residential Driver Incidents Per 100,000 Service Opportunities

RDIs can include a vehicle accident, a property claim, reckless driving or a conduct complaint.



**148,076 yearly service opportunities; 2 incidents**



# CWD Company Update

## Site Improvements



**1. CNG Truck Parking Expansion**

✓ January 2024

**2. Transfer Station Expansion**

✓ May 2025

**3. Material Recovery Facility (MRF) Upgrade**

• Q1 2026

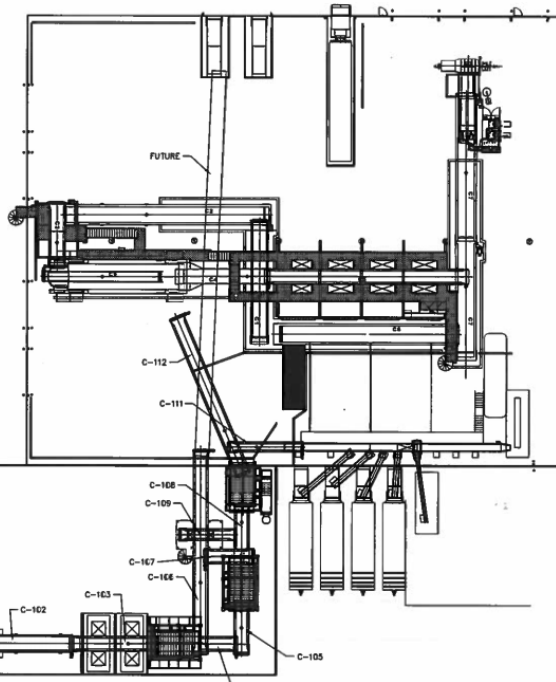
**4. Maintenance Relocation and Expansion**

• Q3 2026



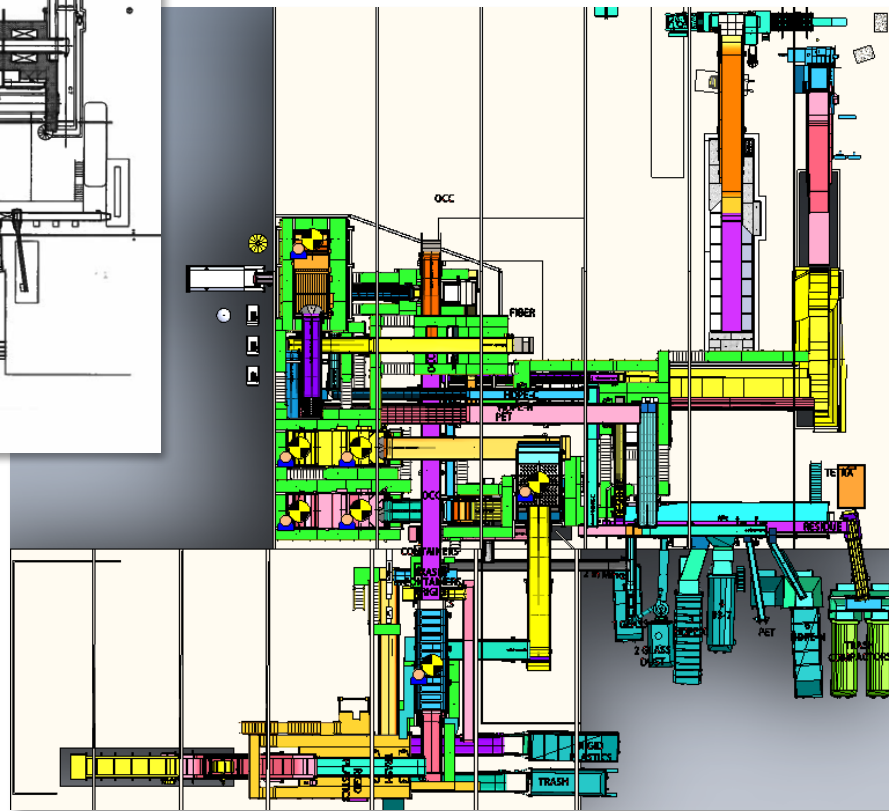
# CWD Company Update

## MRF Upgrade



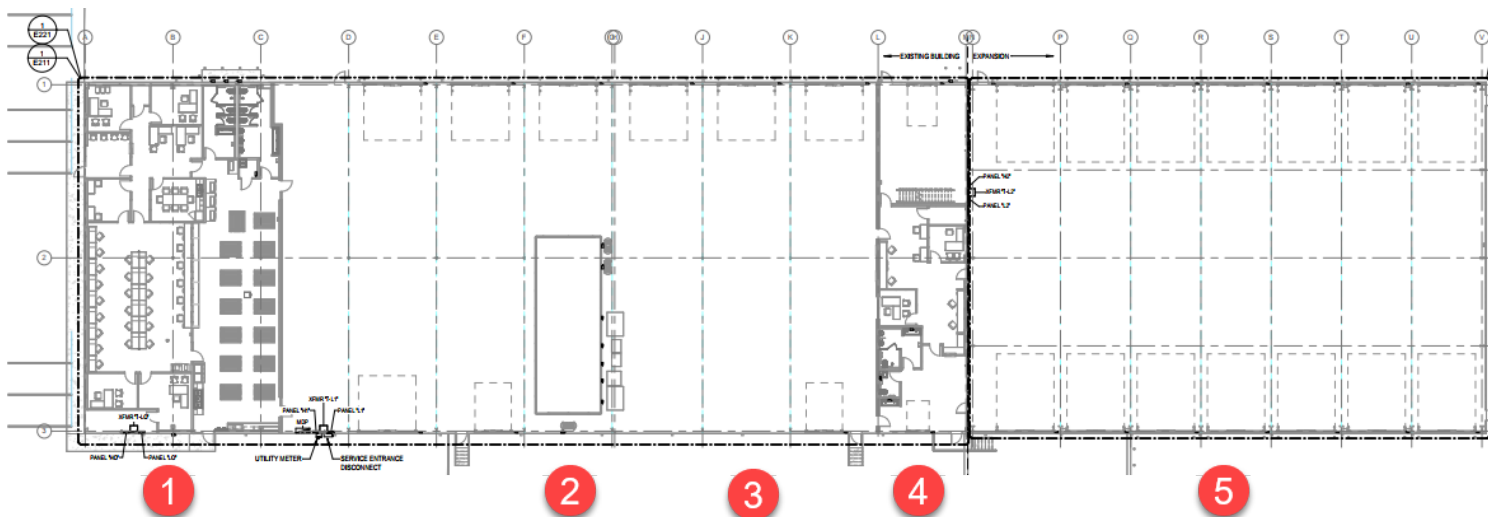
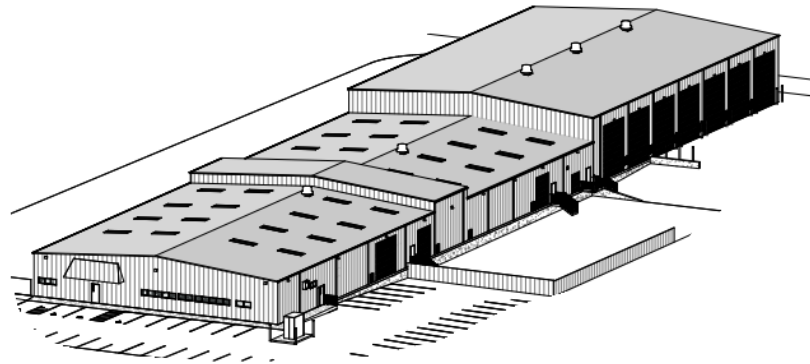
(above) Current Facility

(below) New Facility



# CWD Company Update

## Maintenance Project



# CWD Company Update

## Back Office & Equipment Purchases

### Back Office Technology

- CWD signed a new agreement with Soft-Pak to replace existing CRM new and increased functionality in:
  1. Route optimization (*new*)
  2. Back-office solution (*improved*)
  3. Customer portal (*new*)
  4. Mobile / In-cab routing (*new*)
  5. Fully integrated technology (*new*)



*New software went live – November 12, 2025*

### Equipment Orders

- CWD has 36 collection vehicles on order to arrive by Q2 2026
  - All replacement (9), internal growth (27), and chassis ready for new contracts (8)





CommunityWasteDisposal.com  
Since 1984

**Partners Since 2019**

# Wanda Smith

## Municipal Coordinator



# X-treme Green Event

One-stop Place to Dispose of HHW & Used Electronics



Partners Since 2019



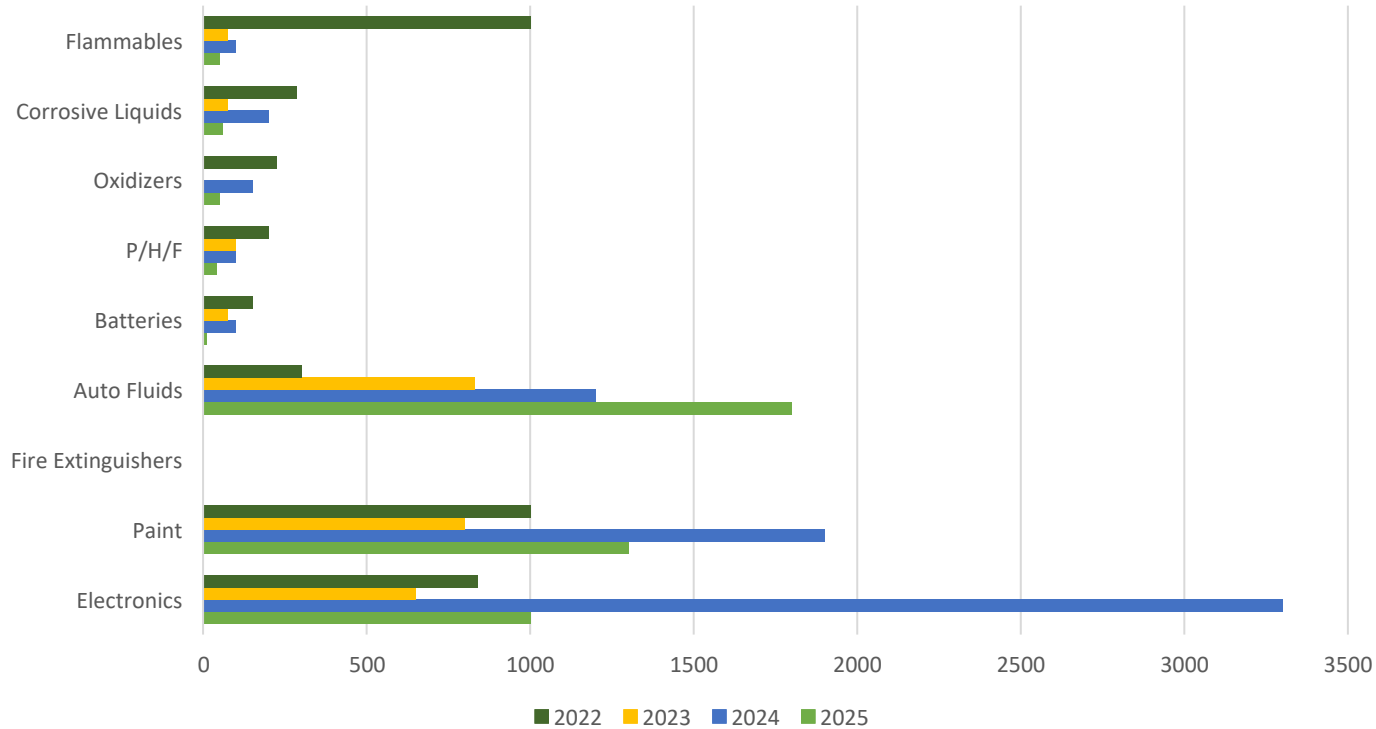
The residents of McLendon-Chisholm properly disposed of 4,310 pounds of hazardous material and shredded paper in 2025.

# Annual X-treme Green Events



Partners Since 2019

Pounds Collected



# Community Partnership Paint Reuse Program



Partners Since 2019



**CWD's Paint Reuse Program is an environmentally friendly way to make use of old paint. Latex and oil-based paint is available in 1- and 5-gallon cans in various shades. Since the program's introduction, CWD has distributed a total of 10,629 gallons of free paint.**



# Community Partnership

## Green Event



Partners Since 2019



Easter Eggstravaganza



# Customer Service Technology



Partners Since 2019

Don't know your pickup date? Introducing CWD's address search tool. Type in your service address. See your schedule!

Let's find your schedule! What is your residential service address?

1. Enter your residential address.

2. View your detailed collection schedule.

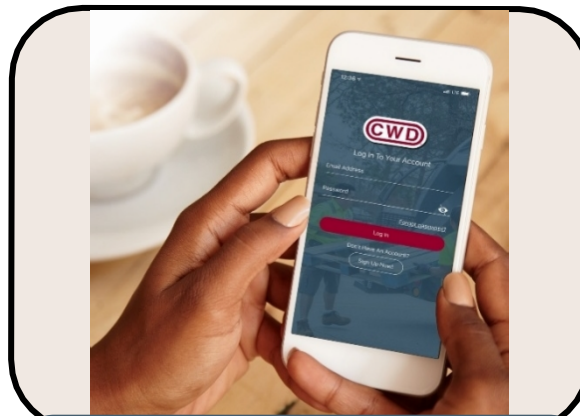
3. Expand to see your customized calendar.

For illustrative purposes only. Services vary by city.

CommunityWasteDisposal.com/view-my-schedule

Having issues? Reference the First My City page or contact CWD Customer Service.

Quickly search for address-specific service information via CWD's View My Schedule tool!



Easily manage trash and recycling accounts via the CWD Mobile App!

CommunityWasteDisposal.com

Welcome to CWD's Secure Online Bill Pay.

Are you a new user?  
Click on the button below to register now!  
Please have your customer number and access code ready.

Register Now

Please enter your e-mail address and password to sign into your account.

Enter E-Mail:  
E-Mail Address

Enter Password (Must Be 8-16):  
Password

Sign In

Forgot your password?  
Click on the button below to reset it.  
You will be asked to provide the e-mail address you use to log in.

Reset Password

Need Help? View our FAQ!

Sub-Pak © 2016 All Rights Reserved 0-0-08

Keep your commercial account up to date via CWD's secure Online Bill Pay portal!

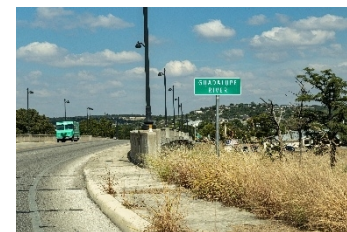


# Central Texas Relief Fund Recycling Initiative

## Thank you for your participation!



Partners Since 2019



**The August 2025 recycling initiative raised \$42,145.02!**  
**Overall, volumes increased 10% compared with August 2024.**

# Saved Resources



Partners Since 2019

## The City of McLendon-Chisholm Recycled 497 Tons in 2025

### **SAVING:**

**8,449 Trees**

**188,860 Gallons of Oil**

**3,479,000 Gallons of Water**

**1,640 Yards of Landfill Space**

**2,037,700 Kilowatt Hours of Electricity**

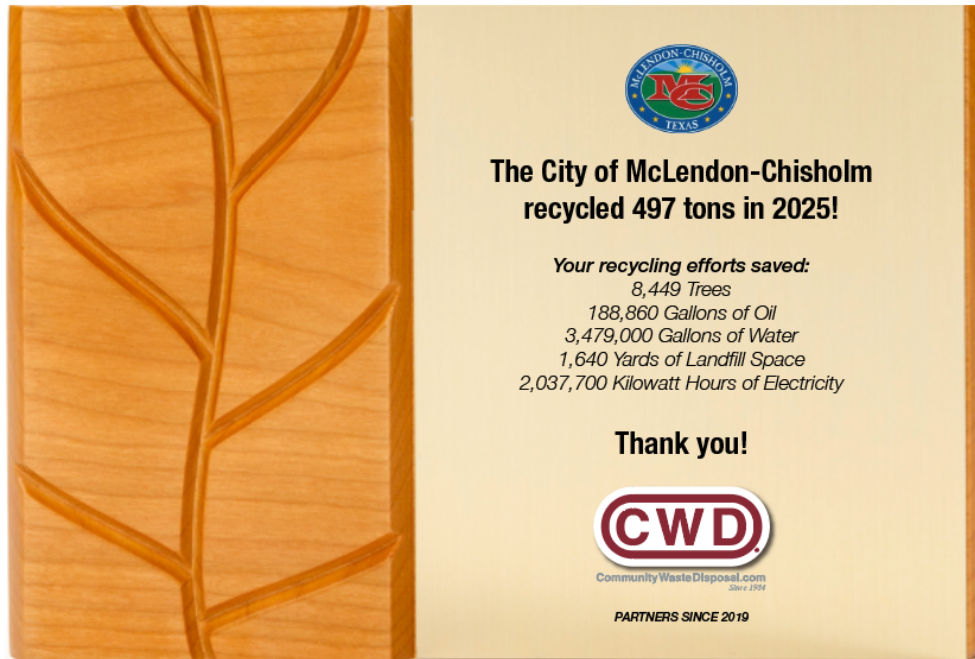


# Greening a Generation

## Thank You for Another Successful Year



Partners Since 2019



Your award features a single satin silver aluminum plate and is made from solid, FSC®-certified cherry.





**Working Together to Bring You More**



CommunityWasteDisposal.com  
*Since 1984*



City of McLendon-Chisholm  
Staff Report

**Date:** February 24, 2026

**Agenda Item:** Discuss and consider a resolution approving an agreement for professional services with Volkert, Inc. for the roads assessment project.

**Background:**

On September 9, 2025, City Council directed staff to issue a Request for Qualifications (RFQ) seeking professional engineering services to evaluate roadway conditions within the City limits and to establish a Roadway Capital Improvement Plan (CIP). The intent of this effort is to provide City Council with a comprehensive, data-driven assessment of existing street conditions, both private and public, and a prioritized list of roadway improvement projects.

On January 13, 2026, City Council received a presentation from Volkert, Inc regarding said project.

**Fiscal Impact:**

The Agreement includes a total cost not to exceed \$196,010. Funding for this project is anticipated to be covered through existing budgeted funds.

**Options/Alternatives:**

1. City Council may approve the Resolution, as presented.
2. City Council may deny the Resolution.

**Recommendation:**

Staff recommend approval of the Resolution and Agreement, as presented.

**Attachments:**

- Resolution
- Agreement

**Presenter:** Fabrice Kabona, City Manager

**Volkert, Inc.**  
2850 Shoreline Trail  
Suite 303  
Rockwall, TX, 75032  
972.961.4427  
www.volkert.com



February 2, 2026

Mr. Kabona  
City Manager  
City of McLendon-Chisholm  
1371 West FM 550  
McLendon-Chisholm, Texas 75032

**RE: Roads and Streets Assessment Project – McLendon-Chisholm, TX**

Dear Mr. Kabona:

Volkert, Inc. sincerely appreciates the opportunity to present this proposal to provide professional engineering services associated with the Overall Road and Streets Assessment for the City’s Capital Improvement Plan Design Project, in McLendon-Chisholm, Texas. This proposal includes a detailed work breakdown and cost estimate associated with the overall assessment.

The scope of services includes:

1. Project Initiation and Coordination
2. Data Collection and Field Assessment
3. Roadway CIP Development
4. Capital Improvement Plan Integration
5. Deliverables

If the terms of this proposal and the attached Consulting Agreement meet with your approval, please countersign the attached consulting agreement and return the original as authorization to proceed with this assignment. Volkert thanks you for this opportunity to provide this proposal and we look forward to working with you to complete this project. If you have any questions, please feel free to call my mobile at 903-363-8441.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Trevor Reed'.

Trevor Reed, PE  
Vice President, Director of Engineering

Attachment `A`  
Attachment `B`  
Attachment `C`  
Attachment `D`

**ATTACHMENT A**

**SERVICES TO BE PROVIDED BY CLIENT  
Overall Road and Streets Assessment for the City's Capital  
Improvement Plan Design Project**

In general, Client and its representatives to their best efforts will render services as follows:

1. Name, address and phone number of Client representative.
2. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
3. Assist with coordination between the Engineer and the Client's other subconsultants.
4. Provide available mapping, including GIS, from various sources, which shall include but not be limited to: Streets, City limits, ETJ limits, Parcels, Zoning, Existing and Proposed Subdivisions, Creeks/Streams, Thoroughfare Plan, Public Water Utilities, etc.
5. Provide information concerning proposed developments (location, timeline to build, number of lots/density).
6. Provide existing City standards (subdivision ordinance, engineering/construction, Thoroughfare Plan, etc.).
7. Provide all available information from the 2023 Nexco Pavement Condition Assessment.

**ATTACHMENT B**

**SCOPE OF SERVICES  
Overall Road and Streets Assessment for the City's Capital  
Improvement Plan Design Project**

VOLKERT, Inc. (the Engineer) shall provide professional services for the overall road assessment of streets in the City for the City's Capital Improvement Plan.

The following are the detailed scope of services to be performed by the Engineer:

**1. Project Initiation and Coordination**

- Conduct a project kickoff meeting with City staff to review objectives, data needs, and timelines
- Develop a detailed project schedule, communication plan, and deliverables timeline
- Coordinate regularly with City staff to review progress and preliminary findings

**2. Data Collection and Field Assessment**

- Obtain mapping from various sources, which shall include but not be limited to: Streets, City limits, ETJ limits, Parcels, Zoning, Existing and Proposed Subdivisions, Creeks/Streams, Thoroughfare Plan, Public Water Utilities, etc.
- Proposed Developments (location, timeline to build, number of lots/density)
- Obtain existing City standards (Subdivision Ordinance, Engineering/Construction, Thoroughfare Plan, etc.)
- Identify and categorize attributes of the City's Roadways
  - Identify (Public or Private, City, TxDOT, County, or joint maintenance responsibility)
  - Identify the ultimate classification type of roadway per Thoroughfare plan (Highway, Arterial, Collector, or Local)
  - Identify existing material type (Asphalt w/ ditches, concrete w/ ditches, concrete curb and gutter, or other)
  - Other key metrics as determined by the City and Engineer that may affect cost or schedule of projects
- Roadway pavement assessment
  - 2023 Nexco Pavement Condition Assessment (Provided by City)
  - Engineer to perform additional site visits in various locations of the original Nexco Pavement Assessment to see if conditions remain the same or have changed
  - Identify additional streets not included in the 2023 Nexco Pavement Assessment and evaluate pavement condition based on visual observation
  - Obtain traffic data for use in evaluating traffic conditions.

## Road and Streets Assessment Project, McLendon-Chisholm, TX

- Conduct preliminary meeting with City staff to determine staff priorities for the CIP, what metrics have a higher weight, and what roads on the City system have a current higher priority

### 3. Roadway CIP Development

- Conduct meeting with the City to go over the City's Thoroughfare Plan and see what future proposed roadways shall be on the City's CIP list
- Develop matrix of existing City Roadway attributes and other metrics that will be used for ranking the streets; Meet with the City to determine what metrics are to be included in this matrix
- Develop a List of Roadways to include in CIP; For each project prioritized for potential reconstruction, the following is anticipated to be prepared:
  - Purpose and need for each roadway project; This will be the justification why certain roadways need to be included in the future capital improvement programs and/or bond programs
  - Project limits
  - Roadway classifications and typical cross sections
  - Project constraints (i.e. major drainage items, ROW/easement acquisition, known utility relocations, permitting and other key items) based on available data
  - Project type (new build, reconstruction, large scale maintenance (spot repairs, chip seal, etc.), small scale maintenance (crack sealing, etc.)
- Prepare a map of the city streets to be included in the CIP
- Develop schedule of the city streets to be included in the CIP
- Develop preliminary cost estimates for recommended road improvements for the CIP – costs shall include the following, if applicable:
  - Topo survey and ROW/easement survey
  - Geotechnical investigation and report
  - Schematic development
  - Environmental
  - ROW and easement acquisition services
  - Engineering plans and specifications
  - Construction
  - Construction administration and inspection
  - Other items that may affect cost
- City roadway and drainage standards review
  - Review existing City standards and ordinances provided by the city as they relate to roadways and determine if updates and revisions are required for implementation of Roadway CIP. This document will provide the City with an updated Roadway system design standard for guidance with repairs/rebuilds of existing roadways and will provide proper guidance on new Roadways optimize longevity of the new Roadway systems. Design standards, including cross-sections, design standards based on speed limit & type of Roadway, and

## Road and Streets Assessment Project, McLendon-Chisholm, TX

construction material standards, will be reviewed and recommended to the city in a workshop. City standard updates are made based on feedback from the workshop.

- Review existing City drainage standards and ordinances provided by the city as they relate to drainage design and determine if updates and revisions are required for implementation of Roadway CIP. Compare the existing drainage design manual to current acceptable practices in the DFW area. Provide the City an up-to-date drainage design standards to help prevent adverse effects on existing and future developments/private properties.
- Conduct one (1) meeting with City staff, going over recommendations of Roadway CIP
- Make updates to Roadway CIP based on City staff meeting in preparation for P&Z and City Council meetings
- Planning and Zoning (P&Z) meetings:
  - Attend one (1) P&Z meeting to present results of roadway CIP
  - Update roadway CIP as a result of input from P&Z in preparation for City Council meeting
- City Council meetings
  - Attend one (1) City Council meeting to present results of roadway CIP
  - Update roadway CIP as a result of input from the City Council
  - Attend one (1) follow up City Council meeting to present changes to CIP based on City Council input
- Other efforts as requested by the City for the Roadway CIP development
- Schedule
  - Engineer can begin this work within ten (10) business days following a Notice to Proceed (NTP) from the City. Engineer can produce and deliver the Roadway CIP and Standards within (4) months in preparation for City Council and P&Z approval.

### 4. Capital Improvement Plan Integration

- Develop recommendations for inclusion in the City's Capital Improvement Plan (CIP)
- Provide documentation and summary tables suitable for inclusion in City Council presentations or public reports
- Assist City staff in identifying potential funding sources (TxDOT programs, grants, etc.)

# Road and Streets Assessment Project, McLendon-Chisholm, TX

## 5. Deliverables

- Street condition assessment report summarizing findings, methodology, and results
- GIS-based maps illustrating pavement condition and recommended improvements
- Roadway and Drainage Design standards for design and construction
- Prioritized project list with estimated costs and phasing recommendations.
- Presentation of findings to the City Council and P&Z.

### PROPOSED FEE

1. Project Initiation and Coordination	\$ 10,930
2. Data Collection and Field Assessment	\$ 35,450
3. Roadway CIP Development	\$ 43,600
4. Capital Improvement Plan Integration	\$ 60,430
5. Deliverables	\$ 38,600
6.* Traffic Data	\$ 2,500
7.** Utility Data Assembly and Mapping	\$ 4,500

Total: **\$196,010 (LS)**

\* Traffic data makes use of data purchased for use in study of the project area

\*\*Note: Allowance of approximately 25 roadway locations for GIS utility data using 4M technologies data set. This data is integrated into GIS mapping to support overall utility considerations along priority roadways as part of the CIP.

## ASSUMPTIONS/EXCLUSIONS

In preparing this proposal, the owner and consultant agree to the following assumptions in addition to any restrictions, exclusions, or omissions in scope outlined in the detailed proposal above. It is explicitly assumed that all design, including Schematic and PS&E, and supplemental services (SUE, Geotech, and Environmental) are exclusive of this proposal.

### 1. Miscellaneous

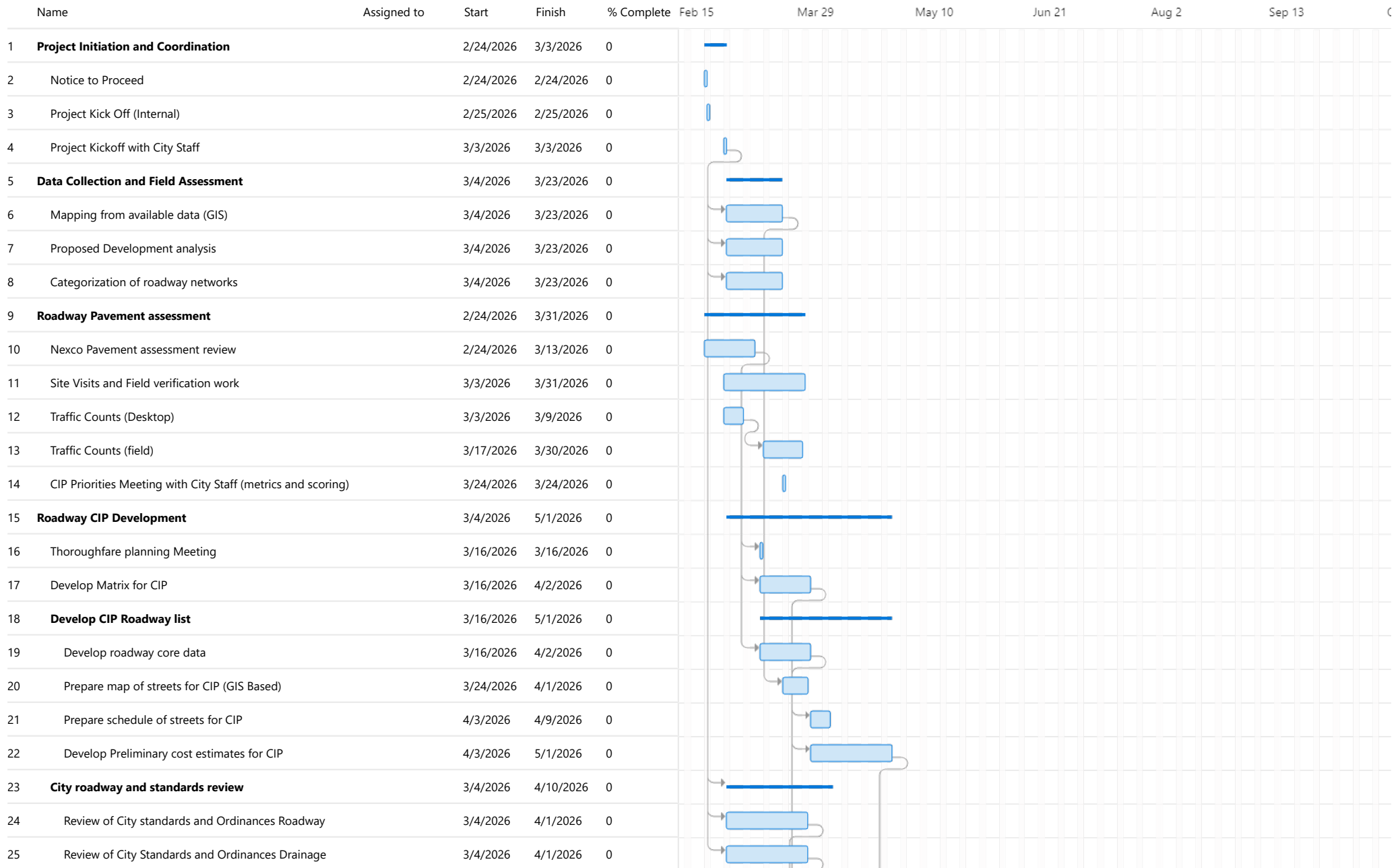
- Client will provide the consultant with a list of available maps which shall included but not be limited to: Streets, City limits, ETJ limits, Parcels, Zoning, Existing and Proposed Subdivisions, Creeks/Streams, Thoroughfare Plan, Public Water Utilities, etc.
- Client will provide the consultant with a comprehensive list of all proposed developments including location, timeline to build, and number of lots/density
- Client will provide the consultant with all existing City standards (Subdivision Ordinance, Engineering/Construction, Thoroughfare Plan, etc.)
- Client will provide the consultant with all available information associated with the Nexco 2023 Pavement Condition Assessment

## **Road and Streets Assessment Project, McLendon-Chisholm, TX**

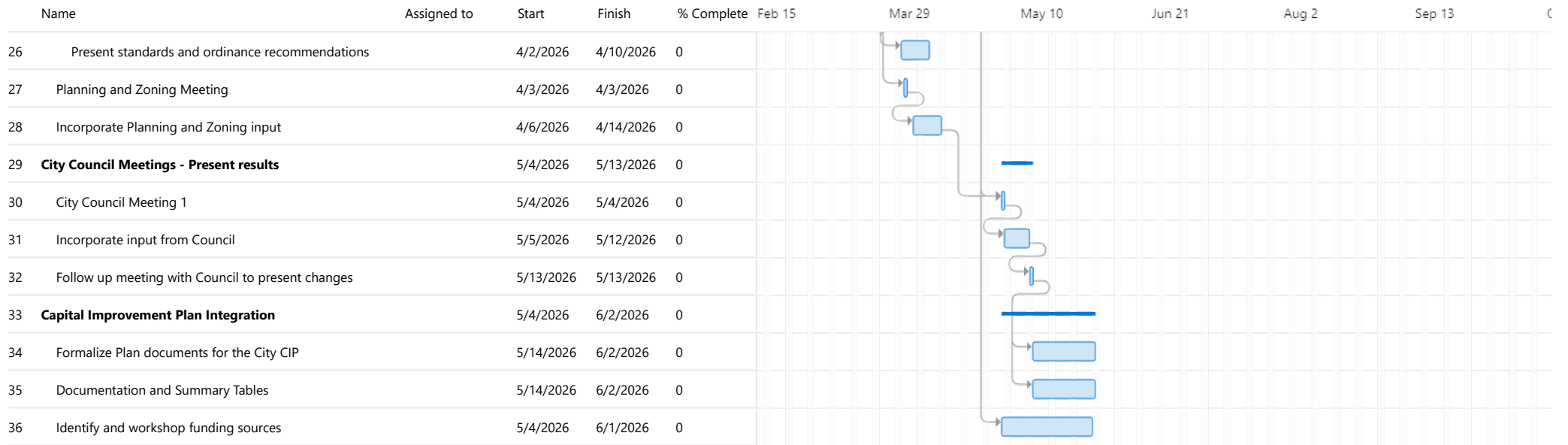
- Any changes to the detailed scope of services requested by the client, not explicitly outlined in this proposal, will require a supplemental for change in scope

# McLendon Chisholm Roads and Streets Attachment C

## McLendon-Chisolm 2026 CIP



McLendon-Chisolm 2026 CIP



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
OWNER AND CONSULTANT  
IN THE STATE OF TEXAS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of McLendon-Chisholm , hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the OWNER;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

**ARTICLE 1  
DEFINITIONS**

**1.1 PROJECT or PROJECTS.** The total construction or scope of which the Work to be performed under the Contract Documents may be the whole, or a part.

**1.2 BASIC SERVICES.** The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and as described in the “Basic Services” of Attachment A.

**1.3 ADDITIONAL SERVICES.** Any services beyond Basic Services as described in Article 3 and the “Basic Services” of Attachment A, as mutually agreed to in writing between OWNER and CONSULTANT.

**1.4 CONSTRUCTION CONTRACT.** The entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Work.

**1.5 CONTRACT DOCUMENTS.** Those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

**1.6 DRAWINGS.** That part of the Contract Documents prepared or approved by

CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

**1.7 SPECIFICATIONS.** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

**1.8 SHOP DRAWINGS.** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT, and submitted by Contractor to illustrate some portion of the Work.

**1.9 RECORD DRAWINGS.** Also referred to as “As-Builts” and “As-Built Plans,” Record Drawings shall mean drawings depicting the completed Project, prepared by CONSULTANT as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT and annotated by Contractor to show changes made during construction.

**1.10 CONSTRUCTION OBSERVER.** The authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in the “Basic Services” of Attachment A.

**1.11 CONTRACTOR.** A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term “Contractor” means the Contractor or its authorized representative, but excludes the CONSULTANT and its subconsultants.

**1.12 APPLICABLE LAWS.** Applicable Laws, as used herein, shall mean the laws of the State of Texas, specifically including but in no way limited to *Vernon’s Texas Statutes and Code Ann.* §§ 271.904, 2254.031, 151.102, and 151.151, as well as other directly applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

**ARTICLE 2  
RELATIONSHIP OF THE PARTIES**

CONSULTANT is providing professional engineering services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that CONSULTANT assumes any responsibility or duties of the Contractor(s), or can be held liable for its failure to perform its obligations and duties to OWNER. The Contractor(s) will be solely responsible for means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER.

OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts they are not willing to perform. Requiring action or conduct out of Contractor and/or Architect is the responsibility of the OWNER.

**ARTICLE 3  
SCOPE OF SERVICES**

**3.1 Generally.** CONSULTANT shall perform the Basic Services set forth in Schedule of Services to be addressed in Attachment A, as well as any Additional Services in accordance with the terms and conditions herein.

CONSULTANT's Scope of Services as set out hereunder are finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, or in Attachment A, or in any subsequent written agreements between OWNER and CONSULTANT, are not a part of CONSULTANT's Scope of Services.

**3.1.1 Safety.** Consistent with and pursuant to Section 3.2.4, *infra*, CONSULTANT shall not be responsible for site safety, or for the safety of Contractor or its employees or subcontractors. CONSULTANT is not being retained to, and shall not be expected or required to, research or review the safety record or history of OSHA violations of any potential bidding contractor, and shall not be expected, required, or retained to undertake vetting, pre-screening, researching, or approving any potential bidding contractor based on

its safety record.

### **3.2 Standards of Performance.**

**3.2.1 Standard of Care.** Subject to and only to the extent codified in *Vernon's Texas Stat. & Code Ann. § 271.904(d) and § 271.904(e)*, CONSULTANT shall perform Services with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. No other standard of care shall apply, and CONSULTANT disclaims any and all warranties, express or implied, as to the Services and as to any particular result, schedule, budget, or cost.

**3.2.2 Consultants.** CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

**3.2.3 Reliance on Others.** Subject to the Standard of Care set forth in Paragraph 3.2.1, *supra*, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

#### **3.2.4 CONSULTANT and Contractor.**

**3.2.4.1** CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of its work.

**3.2.4.2** CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

**3.2.4.3** CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor, supplier, or any of their agents or employees, or of any other persons (except CONSULTANT's own agents, employees, and subconsultants) at the Project site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by CONSULTANT.

**3.2.4.4** While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

### **3.3** Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT's control and when requested or authorized by the OWNER.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

- (a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- (b) Services (in addition to those furnished under Basic Services, if any) to assist OWNER in obtaining bids from contractors.
- (c) Services (in addition to those furnished under Basic Services, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.
- (d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.

- (e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.
- (f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- (g) Furnishing services of Consultants for other than Basic Services.
- (h) Services during out-of-town travel required of CONSULTANT other than for visits to the Site or OWNER's office as required in Basic Services.
- (i) Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
- (j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.
- (l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor.
- (m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to OWNER.
- (n) Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, OWNER, utility companies, and other reliable sources.
- (o) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, OWNER, utility companies, and other sources; revise and supplement Record Drawings as needed.

- (p) Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.
- (q) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- (r) Overtime work requiring higher-than-regular rates.
- (s) Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.
- (t) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- (u) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.
- (v) Services in connection with work change directives and change orders to reflect changes requested by OWNER.
- (w) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (x) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (y) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Work.

**ARTICLE 4**  
**COMPENSATION OF CONSULTANT**

**4.1** CONSULTANT shall be compensated by OWNER on a milestone basis, in accordance with Attachment B hereto.

**4.1.1** OWNER shall pay all costs associated with Additional Services authorized by the OWNER.

**4.1.2** For Projects involving a supplemental agreement, the scope of services, schedule, and amount of compensation to be paid will be included therein

**4.1.3** The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.

**4.1.4** Reimbursable expenses are defined as follows: Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

**4.1.5** The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law

**4.2** Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

**4.3** Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

**4.3.1** Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.  
P. O. Box 11407  
Birmingham, AL 35246-2042

**4.3.2** Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then:

- (a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
- (b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against CONSULTANT for any such suspension.
- (c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

**4.4 Disputed Invoices.** If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

## **ARTICLE 5 RESPONSIBILITIES OF THE OWNER**

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall, at its expense:

**5.1** Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

**5.2** Give instructions to CONSULTANT regarding OWNER's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), OWNER's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of OWNER's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, OWNER's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft construction Contract Documents, when applicable. OWNER shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and OWNER shall seek the advice of OWNER's legal counsel,

risk managers, and insurance advisors with respect to the drafting and content of such documents.

**5.3** Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs or investigation at or adjacent to the Project site(s).

**5.4** Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services hereunder. Such information and data would generally include the following:

**5.4.1** Property descriptions;

**5.4.2** Zoning, deed, and other land use restrictions;

**5.4.3** Utility and topographic mapping and surveys;

**5.4.4** Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;

**5.4.5** Explorations and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, with appropriate professional interpretation thereof.

**5.4.6** Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Project site, and adjacent areas.

**5.5** Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

**5.6** Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or

consultants as OWNER deems appropriate with respect to such examination) and render timely written decisions pertaining thereto.

**5.7** Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

**5.8** Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

**5.8.1** Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services;

**5.8.2** Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

**5.9** Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

**5.10** Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.

**5.11** Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

## **ARTICLE 6 INSURANCE AND INDEMNIFICATION**

**6.1** Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

**6.1.1** Commercial General Liability

(a)	Each Occurrence:	\$1,000,000
(b)	General Aggregate:	\$2,000,000

**6.1.2** Automobile Liability (Combined Single Limit BI/PD)

(a)	Each Accident:	\$1,000,000
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**6.1.3** Worker Compensation: Statutory

**6.1.4 Employers' Liability**

(a)	Each Accident:	\$1,000,000
(b)	Disease, Each Employee:	\$1,000,000
(c)	Disease, Policy Limit:	\$1,000,000

**6.1.5 Professional Liability**

(a)	Each Claim:	\$2,000,000
(b)	Annual Aggregate:	\$2,000,000

**6.1.5** All insurance requirements under this Article shall comply with and be restricted by the limits of *Vernon's Texas Stat. & Code Ann. §§ 151.001, et seq.*, specifically including but in no way limited to § 151.104 thereof.

**6.1.6** To the extent not inconsistent with Section 6.1.5 above, OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

**6.1.7** To the extent not inconsistent with Section 6.1.5 above, OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

## **6.2 Indemnification.**

**6.2.1 Indemnification by CONSULTANT.** All indemnity obligations required by or otherwise arising out of or in connection with this Agreement shall be limited in accordance with *Vernon's Texas Stat. & Code Ann.* §§ 271.904, 2254.031, and 151.102. To the extent permitted thereby, CONSULTANT shall indemnify and hold harmless OWNER for liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by CONSULTANT or CONSULTANT's agent, consultant under contract, or another entity over which CONSULTANT exercises control.

**6.2.2 Indemnification by OWNER.** To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants for liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by OWNER or OWNER's agent, consultant under contract, or another entity over which OWNER exercises control.

**6.2.3 Environmental Indemnification.** To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**6.2.4 Percentage Share of Liability.** OWNER and CONSULTANT hereby expressly agree that each party's total liability under this Agreement shall not exceed the party's percentage share of the total liability of a claim or

dispute arising under this Agreement **up to the limits of the Exclusivity of Remedies provision contained herein.**

**6.2.5 Monitoring & Inspection Services.** To the extent, whether wholly or partially, that this Agreement pertains to monitoring and inspection of construction (irrespective of whether it is called “construction engineering & inspection”, “CEI”, or another name), CONSULTANT and its employees shall be considered agents of the Department of Transportation while acting within the scope of CONSULTANT’S contract with the Department of Transportation.

## **ARTICLE 7 TERMINATION AND SUSPENSION**

### **7.1 Suspension.**

**7.1.1 By OWNER.** OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

**7.1.2 By CONSULTANT.** CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER’s failure to pay CONSULTANT as set forth in Section 4.3.2 above.

**7.2 Termination.** The obligation to provide further Services under this Agreement may be terminated:

#### **7.2.1 For cause,**

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT’s responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT’s services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT’s control.

(3) CONSULTANT shall have no liability to OWNER on account of such termination.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

**7.2.2** For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

**7.3** Effective Date of Termination. The terminating party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**7.4.** Payments Upon Termination

**7.4.1** In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

**7.4.2** In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

**ARTICLE 8**  
**MISCELLANEOUS PROVISIONS**

**8.1** Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of 6 months from the date of the Agreement,

and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

**8.2 Ownership and Reuse of Documents.** All Project documents including but not necessarily limited to reports, Drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, computer assisted design and drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Paragraph 8.2 as “Documents”) are instruments of service with respect to the Project, and CONSULTANT shall retain an Ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the Project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys’ fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER’s use of such Documents.

**8.3 Electronic Transmittals.**

**8.3.1** OWNER and CONSULTANT may transmit, and shall accept, project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure project website, in accordance with a mutually agreeable protocol.

**8.3.2** If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and CONSULTANT shall jointly develop such protocols.

**8.3.3** When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient’s use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**8.4 Municipal Advisor Disclosure and Disclaimer**

CONSULTANT is not acting or being retained to act as a “municipal advisor,” as that term is defined by Section 15B(e)(4)(A)(i) and (ii) of the Securities and Exchange Act of 1934, as

amended, and does not owe a fiduciary duty to Owner or an “obligated person,” as that term is defined by Section 15B(e)(10) of the Securities and Exchange Act of 1934, as amended. CONSULTANT shall not provide advice or recommendations to or on behalf of Owner or an obligated person regarding municipal financial products or the issuance of municipal securities. CONSULTANT is not recommending an action to Owner or an obligated person; CONSULTANT is not acting as an advisor to Owner or an obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to Owner or an obligated person with respect to the information and material communicated pursuant to this Agreement or the Project; CONSULTANT is acting for its own interests; and Owner and any obligated persons should discuss any information and material contained in any communications with any and all internal or external advisors and experts that Owner or obligated person deems appropriate before acting on any information or material. CONSULTANT will not be providing advice or recommendations that are particularized to the specific needs, objectives, or circumstances of Owner or an obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. CONSULTANT will not be asked or expected to provide anything other than general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities; nor will CONSULTANT be asked or expected to provide anything other than information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to Owner.

**8.5 Exclusivity of Remedies.** To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT’s officers, directors, employees, agents and subconsultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT’s Services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT’s officers, directors, employees, agents or subconsultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds.

**8.6 Delays and Extensions of Time.** If CONSULTANT is delayed, impacted, or frustrated from commencing or progressing the Services at any time by any cause beyond the reasonable control of CONSULTANT, the schedule will be automatically extended and Compensation will be equitably adjusted to the extent reasonably necessary to compensate CONSULTANT for any increases in the cost of the Services caused by such delay. Examples of causes beyond the control of CONSULTANT include (without limitation): fire, flood, explosion, war, strike, emergency, pandemic, epidemic, terrorism, embargo, government requirement, civil or military authority, act of God, act or neglect of the OWNER, shipping delays, changes ordered in the construction of the Project, labor disputes, actions or inactions of governmental authorities, encountering hazardous materials, concealed or unknown conditions.

**8.7** COVID-19 Exception. CONSULTANT and OWNER agree that they are entering into this Agreement under an unprecedented set of circumstances posed by a global pandemic and outbreak of COVID-19 Coronavirus, as identified by the World Health Organization and American Centers for Disease Control. These circumstances include the public health effects of the virus itself and responses of governments, businesses, and society to the pandemic and outbreak. The extent and impact of COVID-19 is unknown and presents an ongoing and currently indeterminable risk to CONSULTANT's performance under this Agreement. In consideration of the same, CONSULTANT and OWNER agree that to the extent COVID-19 may impact, interfere with, delay, or frustrate CONSULTANT's ability to perform under this Agreement, CONSULTANT's performance is excused under this Agreement and CONSULTANT is entitled to equitable adjustment of the schedule and Compensation, upon reasonable proof by CONSULTANT of the impact, interference, delay, or frustration. This provision supersedes and takes priority over any other provision of this Agreement.

**8.8** Exclusivity of Remedies. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and subconsultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT's Services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT's officers, directors, employees, agents or subconsultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds.

**8.9** Successors and Assigns

**8.9.1** OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Paragraph 8.9.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

**8.9.2** Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and CONSULTANTS as CONSULTANT may deem appropriate to assist in performance of Services hereunder.

**8.9.3** Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party. OWNER agrees that that the substance of the provisions of this Paragraph 8.9.3 shall appear in the construction Contract Documents.

**8.10** Dispute Resolution. If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions and good faith mediation, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

**8.11** Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

**8.12** Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, agents, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in the Project.

**8.13** Jurisdiction/Venue. This Agreement shall be governed by the laws of the State of Texas and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Texas, exclusive of its choice of law provisions.

**8.14** Severability. Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which hereby agreed that the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

**8.15** Total Agreement. This Agreement, (together with the attachments included above) constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

**8.16** Designated Representative. With the execution of this Agreement, CONSULTANT and OWNER shall designate specific individuals to act as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

OWNER:

CONSULTANT:

VOLKERT, INC.

By: (signature)

By: (signature)

Print name: Fabrice Kabona

Print name: Trevor Reed, P.E.

Title: City Manager

Title: Vice President, Director of Engineering

Date Signed:

Date Signed:

Federal

Employer ID #

(Corporation)

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of McLendon-Chisholm

Volkert, Inc.

1371 West FM 550, McLendon-Chisholm, TX  
75032

2850 Shoreline Trail, Rockwall, TX 75032

Designated Representative (Paragraph 8.16):

Name: Fabrice Kabona

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Title: City Manager

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Phone Number: 972-524-2077 ext. 204

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E-Mail Address: citymanager@mclendon-  
chisholm.com

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Designated Representative (Paragraph 8.16):

Name: Trevor Reed, P.E.

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Title: Vice President, Director of Engineering

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Phone Number: 903-363-8441

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E-Mail Address: trevor.reed@volkert.com

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**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
McLENDON-CHISHOLM, TEXAS, APPROVING AN AGREEMENT  
FOR PROFESSIONAL SERVICES WITH VOLKERT, INC. FOR THE  
ROAD AND STREETS ASSESSMENT PROJECT AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, the City of McLendon-Chisholm desires to conduct a comprehensive Road and Streets Assessment Project to support development of the City’s Capital Improvement Plan (CIP); and

**WHEREAS**, Volkert, Inc. has submitted a proposal and Agreement for Professional Services to provide planning, programming, and engineering services related to the Road and Streets Assessment Project, including data collection, roadway evaluation, CIP development, and related deliverables; and

**WHEREAS**, the Agreement for Professional Services between the City of McLendon-Chisholm and Volkert, Inc. sets forth the scope of services, terms, conditions, and compensation for said services, with a total not-to-exceed fee of \$196,010 (lump sum); and

**WHEREAS**, the City Council finds that entering into the Agreement with Volkert, Inc. is in the best interest of the City and will assist the City in planning and prioritizing roadway and street improvements in a fiscally responsible and data-driven manner;

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

**SECTION 1.** The Agreement for Professional Services between the City of McLendon-Chisholm and Volkert, Inc., in the form presented to City Council for the Road and Streets Assessment Project, is hereby approved.

**SECTION 2.** This Resolution shall take effect immediately from and after its passage and approval, as provided by law.

**DULY PASSED** and approved by the City Council of the City of McLendon-Chisholm, Texas, on this the 24<sup>th</sup> day of February 2026.

**ATTEST:**

**THE CITY OF McLENDON-CHISHOLM**

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Angela Jennings, City Secretary

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Bryan McNeal, Mayor



## City of McLendon-Chisholm

### Staff Report

**Date:** February 24, 2026

**Agenda Item:** Discuss and consider approving a Master Agreement for Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) Creation and Administration Services with P3Works, LLC, including the Master Services Agreement Project Agreement Form related to the Willow Creek Public Improvement District.

#### **Background:**

The purpose of this item is to consider and approve an agreement between the City and P3Works, LLC ("P3Works") to confirm the selection of P3Works as the Public Improvement District and Tax Increment Reinvestment Zone Administrator for the City and to authorize and direct P3Works to provide administration services in connection with the City's Public Improvement Districts including, the Willow Creek Public Improvement District. P3Works currently serves as the Administrator for the Sonoma Verde and Sonoma Verde North Public Improvement Districts. This agreement continues this relationship and additionally expands the scope of P3Works engagement to include the recently created Willow Creek Public Improvement District. The agreement includes descriptions of the services to be provided by P3Works and related rates.

If assessments are levied within the Willow Creek PID, it is expected that each annual installment will include an amount collected to pay for administrative expenses incurred in connection with the Willow Creek PID. A portion of these amounts are intended to be used to pay for administrative expenses incurred by or on behalf of the city in connection with the PID, including but not limited to all or a portion of the amount due to P3Works pursuant to this agreement.

#### **Options/Alternatives:**

1. City Council may approve the agreement, as presented.
2. City Council may deny the agreement.

#### **Recommendation:**

Staff recommend approval of the Agreement, as presented.

#### **Attachments:**

- Masters Services Agreement and Project Agreement Form related to Willow Park

**Presenter:** Fabrice Kabona, City Manager

**MASTER SERVICES AGREEMENT PROJECT AGREEMENT FORM**

This Project Agreement Number 1, together with the Master Services Agreement between P3Works, LLC ("PID/TIRZ Administrator") and The City of McLendon-Chisholm ("City") as executed on \_\_\_\_\_, contain the full and complete understanding of the Parties and supersede all prior agreements and understandings between the Parties with respect to the entire subject of this Project Agreement. Only a written instrument signed by an authorized representative of each Party may amend this Project Agreement.

Services to be Performed. [select service to be performed]

P3Works, LLC will perform the tasks and responsibilities as indicated below and outlined in the Master Services Agreement:

Public Improvement District (PID) Services (See Exhibit A)

Tax Increment Reinvestment Zone (TIRZ) Services (See Exhibit B)

Public Improvement District (PID) Services combined with Tax Increment Reinvestment Zone Services (See both Exhibits A and B)

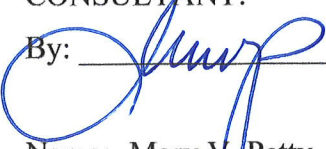
PID Name: Willow Creek

TIRZ Name: \_\_\_\_\_

The Effective Date of this Task Order is \_\_\_\_\_, 20\_\_\_\_.

CITY:  
By: \_\_\_\_\_

Name:  
Title:  
Date:

CONSULTANT:  
By:  \_\_\_\_\_

Name: Mary V. Petty  
Title: President  
Date:

**MASTER AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT (PID) AND TAX  
INCREMENT REINVESTMENT ZONE (TIRZ) CREATION AND  
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District (“PID”) and Tax increment Reinvestment Zone (“TIRZ”) Creation and Administration Services (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_, 2026, by and between P3Works, LLC (“P3Works”), and the City of McLendon-Chisholm Texas (“City”).

**RECITALS**

WHEREAS, the City Council contemplates approving and authorizing the creation of one or more Public Improvement Districts (“PIDs” or “Districts”), to finance the costs of certain public improvements for the benefit of properties within the Districts; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City may consider creating a Tax Increment Reinvestment Zone (“TIRZ” or “Zone”), in which the boundary will include the boundary of the District, to fund certain improvements as authorized by the Tax Increment Financing Act, of the Texas Tax Code, Chapter 311, as amended; and

WHEREAS, the City requires specialized services related to the creation, revision and updating of the Service and Assessment Plan (“Service and Assessment Plan”), bond issuance, and the administration of the District; the creation, revision and updating of the Final Project and Finance Plan (“Final Plan”) and the Annual Reporting of the PID/TIRZ as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District/Zone and ensure compliance with Texas Local Government Code Chapter 372, and Texas Tax Code Chapter 311; and

WHEREAS, the City desires to retain P3Works to provide District and Zone creation and administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

**ARTICLE I**

**TERM OF AGREEMENT**

1.0 The Agreement shall be effective as of its approval by all parties, shall be for a period of three (3) years, and shall automatically continue each year on a year-to-year basis until terminated pursuant to Article IV of this Agreement.

## **ARTICLE II**

### **SERVICES TO BE PROVIDED BY P3WORKS**

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibits “A” and “B”, which are attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees its services pursuant to this Agreement shall at all times be subject to the control and supervision of the City and nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees, agents or representatives are acting as the City or employees of the City.

2.2 No changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibits “A” and “B”.

## **ARTICLE III**

### **PAYMENT TERMS AND CONDITIONS**

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibits “A” and “B”. Once assessments have been levied the Monthly Collection Fees will begin, and then the February 1 following the levy of assessments, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed under the rates provided in Exhibits “A” and “B”. City agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without written consent of the City.

3.3 P3Works agrees the only source of payment for P3Works’ fees and services shall be the District/Zone or funds advanced by the developer. It is expressly agreed and understood the City general fund shall never be used to pay for any expenses relating to P3Works’ administration of the District/Zone. The City has entered into a Professional Services Reimbursement Agreement with the developer or landowner to fund an escrow, from which the City will pay for services until District/Zone funds shall be used. In the event there is insufficient District/Zone funds in a given year to pay P3Works’ fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District/Zone funds or funds advanced by the developer. However, if the developer or landowner does not fund or replenish the funds under the Professional Services Reimbursement Agreement, then at P3Works’ discretion and in accordance with such Agreement, work will cease until such time as the escrow is funded and past due invoices are paid.

## ARTICLE IV

### TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time without cause by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

## ARTICLE V

### INDEMNIFICATION

**5.0 GENERAL INDEMNIFICATION – P3WORKS HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO P3WORKS' BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MISFEASANCE OR MALFEASANCE OF P3WORKS, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

## ARTICLE VI

### GENERAL PROVISIONS

6.0 This Agreement supersedes any and all agreements, including any Original PID/TIRZ Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

6.1 Forum Selection and Severability - This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue for any dispute brought for this Agreement shall be in Rockwall County, Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

6.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City, which shall not be unreasonably withheld.

6.3 P3Works is a PID/TIRZ Administration firm, does not provide financial advice, and is not an

Independent Registered Municipal Advisor under the SEC and MSRB Rules. Therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City's website, and then will provide to the City an IRMA Exemption Acceptance Letter in the general form attached as Exhibit "C" upon execution of the Agreement.

6.4 Independent contractor. It is expressly understood and agreed that P3Works shall operate as an independent consultant as to all rights and privileges granted herein, and not as agent, representative, or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, P3Works shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. P3Works acknowledges that the doctrine of respondeat superior shall not apply as between the City, its officers, agents, servants and employees, and P3Works, its officers, agents, employees, servants, consultants and subcontractors. P3Works further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and P3Works. Neither P3Works nor any of P3Works' employees or agents, shall be entitled to any benefits accorded to City's employees, including without limitation, worker's compensation, disability insurance, vacation, or sick pay.

6.5 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

6.6 Upon acceptance or approval by City, all deliverables prepared or assembled by P3Works under this Agreement, and any other related documents or items shall be delivered to City, in hard copy and digital format for City use only. All digital data which contains algorithms, formulas, methodologies, and related content provided to the City by P3Works shall remain the property of P3Works, and is provided as backup documentation to the deliverables, but shall not be released in digital format to any third-parties due to the proprietary nature of the intellectual data.

6.7 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information. "Confidential Information" means all information that meets one or more of the following three conditions: (i) it has not been made available generally to the public either by P3Works, or by a third party with P3Works' consent, (ii) it is useful or of value to the P3Works's current or anticipated business or research and development activities, or those of a customer or supplier of P3Works, or (iii) it either has been identified as confidential to the City by P3Works (orally or in writing) or it has been maintained as confidential from outside parties and is recognized as intended for internal disclosure only. Confidential Information may include without limitation, technical, engineering, scientific, financial and commercial information, designs, inventions, copyright material, know-how, ideas, studies, findings, conclusions, data, samples, drawings, plans, charts, graphs, financial models, photographs, reports, letters, specifications, manuals, tables, formulae, formulations, spreadsheets, processes, operating and testing procedures, customer lists and pricing information. All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be the property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be

the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

6.8 No deliverables or other information (including information given by City to P3Works to assist P3Works' performance under this Agreement) developed by, given to, prepared by or assembled under this Agreement shall be disclosed or made available to any third-party individual or organization that is not engaged to work on this project on behalf of the City by P3Works without the express prior written approval of the City.

6.9 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

6.10 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

6.11 All notices, requests, demands, and other communications which are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty  
President and Founder  
P3Works, LLC  
9284 Huntington Square  
North Richland Hills, Texas 76182

To City:

Jeff White  
Finance Director  
City of McLendon Chisholm  
1371 W FM Rd. 550  
McLendon-Chisholm, Texas 75032

6.12 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

6.13 By executing this Agreement, P3Works verifies it (i) does not boycott Israel (in accordance with Chapter 2272 of the Texas Government Code) and will not during the term of this Agreement, (ii) does not engage in business with Iran, Sudan or any company on the list referenced in Section 2252.152 of the Texas Government Code; (iii) does not boycott energy companies and will not during the term of this Agreement per Section 2274.002 of the Texas Government Code; and (iv) does not have a practice, policy, guidance or directive in this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement.

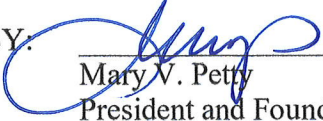
6.14 Counterparts. This Contract may be executed in two or more counterparts (including fax, email or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

6.15 Sovereign Immunity. The Parties agree neither the execution of this Agreement by the City nor another conduct, action or inaction of any City representative relating to the Agreement

constitutes a waiver of sovereign immunity by the City.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2026:

P3Works, LLC

BY:  \_\_\_\_\_  
Mary V. Petty  
President and Founder

City of McLendon-Chisholm

BY: \_\_\_\_\_  
Jeff White  
Finance Director

[Remainder of page intentionally left blank]

**EXHIBIT A**  
**PUBLIC IMPROVEMENT DISTRICT SERVICES TO BE PROVIDED**

**PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<b>Title</b>	<b>Hourly Rate</b>
<i>President</i>	<i>\$350</i>
<i>Vice President</i>	<i>\$325</i>
<i>Director, Regional Director</i>	<i>\$300</i>
<i>Senior Manager, Senior Project Manager</i>	<i>\$250</i>
<i>Manager, Project Manager</i>	<i>\$225</i>
<i>Senior Analyst</i>	<i>\$200</i>
<i>Analyst II</i>	<i>\$175</i>
<i>Analyst I</i>	<i>\$150</i>
<i>Administrative</i>	<i>\$125</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and in conjunction with the City's Financial Advisor review a plan of finance for the proposed transaction, including:
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives,
3. Identify areas of risk and with the City's Financial Advisor and solutions to mitigate the risks,
4. Bond sizing and bond phasing by improvement area,
5. Sources and uses of funds by improvement area,
6. Debt service schedules, and,
7. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of the Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the

preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

**BASIC DISTRICT ADMINISTRATION SERVICES**

MONTHLY COLLECTION FEES WILL BEGIN ONCE ASSESSMENTS ARE LEVIED

*If no bonds are sold:*

*Monthly Fee = \$1,500 beginning the first of the month following levy of assessments for the District for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1<sup>st</sup> day of the month.)*

*If bonds are sold:*

*Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.*

*For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.*

*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.*

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update Service and Assessment Plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved Service and Assessment Plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.

10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

#### Administration of Bond Funds (if bonds are sold)

1. Review and summarize the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

#### Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

#### Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

#### Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In addition, P3Works will provide a link to District documents.

### **DISTRICT ADMINISTRATION SETUP SERVICES (Required for any existing PID not created by P3Works.)**

*\$10,000 One Time Lump Sum Fee*

1. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
2. Prepare written summary of all City administration and disclosure requirements.

3. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
4. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
5. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
6. Meet with City representatives to finalize policies and procedures relating to District Administration.

**ADDITIONAL DISTRICT ADMINISTRATION SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>President</i>	<i>\$350</i>
<i>Vice President</i>	<i>\$325</i>
<i>Director, Regional Director</i>	<i>\$300</i>
<i>Senior Manager, Senior Project Manager</i>	<i>\$250</i>
<i>Manager, Project Manager</i>	<i>\$225</i>
<i>Senior Analyst</i>	<i>\$200</i>
<i>Analyst II</i>	<i>\$175</i>
<i>Analyst I</i>	<i>\$150</i>
<i>Administrative</i>	<i>\$125</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement, including Seller's Disclosures.
3. Upon notification by any responsible party, or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee or the City's dissemination agent to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.

2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area.
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Development Agreement Review Specific to the PID/TIRZ Boundary

1. Participate in meetings or calls at City Manager's, or his/her designee's, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.

[Remainder of page intentionally left blank]

**EXHIBIT B**  
**TAX INCREMENT REINVESTMENT ZONE SERVICES TO BE PROVIDED**

**TIRZ FORMATION, PRELIMINARY AND FINAL PROJECT AND FINANCE PLAN PREPARATION SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<b>Title</b>	<b>Hourly Rate</b>
<i>President</i>	<i>\$350</i>
<i>Vice President</i>	<i>\$325</i>
<i>Director, Regional Director</i>	<i>\$300</i>
<i>Senior Manager, Senior Project Manager</i>	<i>\$250</i>
<i>Manager, Project Manager</i>	<i>\$225</i>
<i>Senior Analyst</i>	<i>\$200</i>
<i>Analyst II</i>	<i>\$175</i>
<i>Analyst I</i>	<i>\$150</i>
<i>Administrative</i>	<i>\$125</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

Zone Due Diligence and Preparation of TIRZ Project and Finance Plan

1. P3Works will review project information and prepare a Preliminary Plan for the proposed creation, including:
  - a) Assessed value schedules and overall structuring to achieve City goals and objectives.
  - b) Drafting the TIRZ Agreement.
  - c) At the direction of Staff, facilitate presentations to the Council and the TIRZ Board.
2. Evaluate annual TIRZ Credit by lot type for each improvement area.

Preparation of Preliminary and Final Project Plan

1. P3Works will prepare a Preliminary Project and Finance Plan (“PPFP”) and a Final Project and Finance Plan (“FPPF”) to be adopted by the TIRZ Board and the City Council and included in the Official Statement for the PID Bonds based on the Plan of Finance.
2. P3Works will prepare a draft TIRZ Agreement to be adopted by the TIRZ Board
3. P3Works will present the PPFP to the Council at the creation of the TIRZ and request approval of TIRZ Creation Ordinance.
4. P3Works will present the FPPF to the Council after conducting all necessary steps for public hearings and notifications and request approval of TIRZ FPPF.
5. P3Works will file the necessary creation forms with the Secretary of the State of Texas after the creation of the TIRZ.

Bond Issuance Support

1. P3Works will ensure bond documents, including the bond indenture and official statement are all consistent with the TIRZ Final Plan.

2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.
2. If requested by the City, P3Works will respond to any calls and or emails relating to the TIRZ.
3. P3Works will only provide technical answers relating to the annual TIRZ Credit or the TIRZ generally.
4. P3Works will not provide any commentary on City policy relating to TIRZs.

**BASIC DISTRICT/ZONE ADMINISTRATION SERVICES**

*Billed at P3Works’ prevailing hourly rates, which are currently as follows:*

<b>Title</b>	<b>Hourly Rate</b>
<i>President</i>	<i>\$350</i>
<i>Vice President</i>	<i>\$325</i>
<i>Director, Regional Director</i>	<i>\$300</i>
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<i>Manager, Project Manager</i>	<i>\$225</i>
<i>Senior Analyst</i>	<i>\$200</i>
<i>Analyst II</i>	<i>\$175</i>
<i>Analyst I</i>	<i>\$150</i>
<i>Administrative</i>	<i>\$125</i>

*Preparation of the Annual Report to be filed with the Secretary of State and then presented to the PID/TIRZ Board and City Council for approval.*

*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if future PID/TIRZ changes are contemplated.*

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will coordinate with City’s bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
2. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Prepare Annual Report

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for PID/TIRZ improvements.
2. Update Annual Report as necessary to account for any changes in development plan or land uses.

3. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to anticipated estimate of Tax Increment to be generated.
4. Calculate annual PID/TIRZ Credit for each parcel.
5. Present preliminary Annual Report to PID/TIRZ Board. Upon approval by PID/TIRZ Board, submit final Annual Report to the Texas Secretary of State.

**EXHIBIT C**  
**IRMA EXEMPTION LETTER**



P3Works, LLC.  
9284 Huntington Sq.  
North Richland Hills,  
Texas 76182

Mary V. Petty  
President and Founder  
817.393.0353 Phone  
[Contracts@P3-Works.com](mailto:Contracts@P3-Works.com)

[Date]

Jeff White  
1371 W FM Rd. 550  
McLendon-Chisholm, Texas 75032

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated \_\_\_\_\_, 20\_\_, that the City of \_\_\_\_\_ (the "City") has engaged and is represented by \_\_\_\_\_, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty  
President and Founder  
P3Works, LLC



## City of McLendon-Chisholm

### Staff Report

**Date:** February 24, 2026

**Agenda Item:** Discuss and consider an ordinance amending the City's zoning ordinance by adding a new section 5.2, "State Highway 205 Overlay District," to Article 5, "Special Districts".

**Background:**

State Highway 205 is a major arterial corridor within the City of McLendon-Chisholm and serves as a primary route for commercial traffic and future non-residential development. As development interest along this corridor increases, the City has identified the need for additional development standards to ensure orderly growth, enhance safety, and promote compatibility with adjacent residential areas.

The proposed State Highway 205 Overlay District applies to properties located within 1,500 feet east or west of the centerline of SH 205, from the northern city limit to the southern city limit. The overlay does not change the underlying base zoning districts but establishes additional requirements for non-residential development within the corridor.

The overlay district addresses the following key areas:

- Limits development within the corridor to non-residential uses;
- Establishes land use spacing requirements between certain higher-intensity uses and residentially zoned properties;
- Requires enhanced landscaping and buffering along the corridor;
- Establishes site development standards related to signage, access management, building orientation, parking, pedestrian accommodations, and internal circulation; and
- Provides for variances, enforcement, and penalties consistent with state law.

These standards are intended to promote orderly development and enhance public safety along the SH 205 corridor.

The Planning and Zoning Commission met on February 17<sup>th</sup> and recommended approval of this item.

**Options/Alternatives:**

1. City Council may approve the Ordinance, as presented.
2. City Council may deny the Ordinance.

**Recommendation:**

Staff recommend approval of the Ordinance, as presented.

**Attachments:**

- Ordinance
- Exhibit A – State Highway 205 Overlay District Regulations

**Presenter:** Fabrice Kabona, City Manager

**ORDINANCE NO. 2026-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE CITY'S ZONING ORDINANCE BY AMENDING ARTICLE 5, "SPECIAL DISTRICT", BY ADDING SECTION 5.2, "STATE HIGHWAY 205 OVERLAY DISTRICT,;" ESTABLISHING PURPOSE, APPLICABILITY, DEVELOPMENT STANDARDS, AND REGULATIONS; PROVIDING FOR CONFLICTS, VARIANCES, ENFORCEMENT, PENALTIES, AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of McLendon-Chisholm, Texas, is authorized under Chapter 211 of the Texas Local Government Code to adopt and amend zoning regulations to promote the public health, safety, morals, and general welfare of the community; and

**WHEREAS**, State Highway 205 serves as a major arterial corridor traversing the City and is intended to accommodate non-residential development that is compatible with adjacent residential areas, ensures traffic safety, promotes high-quality design, and supports long-term economic development; and

**WHEREAS**, the City Council finds that the establishment of a corridor-specific overlay district along State Highway 205 will provide additional development standards while preserving the underlying base zoning districts; and

**WHEREAS**, the Planning and Zoning Commission has reviewed the proposed State Highway 205 Overlay District and recommended its adoption in accordance with applicable law; and

**WHEREAS**, the City Council published notices of public hearings of the proposed zoning text amendment and conducted such full and fair hearings in compliance with the Zoning Ordinance and State Law, at which time parties in interest and citizens were given an opportunity to speak and be heard; and

**WHEREAS**, City Council finds that adoption of the State Highway 205 Overlay District is in the best interest of the City and its residents.

**NOW, BE IT THEREFORE ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:**

**SECTION 1.** That Article 5, “Special Districts” of the City of McLendon-Chisholm Zoning Ordinance is hereby amended by adding a Section 5.2, entitled “State Highway 205 Overlay District,” to read in its entirety as set forth in Exhibit “A”, attached hereto and incorporated herein for all purposes.

**SECTION 2.** The State Highway 205 Overlay District is hereby established as an overlay zoning district. The regulations contained therein are intended to supplement, and not replace, the regulations of the underlying base zoning districts. Where conflicts exist between the overlay district and the base zoning district regulations, the more restrictive regulation shall control.

**SECTION 3.** The provisions of Section 5.2 shall apply to all properties fully or partially located within the geographic boundaries of the State Highway 205 Overlay District, as described therein. All site plans, plats, permits, certificates of occupancy, and development approvals for properties within the Overlay District shall comply with the requirements of Section 5.2 in addition to all other applicable ordinances, regulations, and standards of the City.

**SECTION 4.** Requests for variances from the standards established in Section 5.2 shall be processed in accordance with the procedures and authority of the City’s Board of Adjustment, as provided in the Zoning Ordinance and state law.

**SECTION 5.** Any person violating any provision of this ordinance or the regulations adopted herein shall be subject to enforcement and penalties as provided in the Zoning Ordinance

and Section 5.2.9, including fines not to exceed Two Thousand Dollars (\$2,000.00) for each offense, with each day constituting a separate offense.

**SECTION 6.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance, which shall remain in full force and effect.

**SECTION 7.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

**SECTION 8.** The Recitals to this ordinance are incorporated herein as if fully recited.

**SECTION 9.** This ordinance shall take effect immediately upon adoption and publication as required by law.

**DULY PASSED** by the City Council of the City of McLendon-Chisholm, Texas, on this the \_\_\_\_ day of February 2026.

**APPROVED:**

\_\_\_\_\_  
Bryan McNeal, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Jennings, City Secretary



## EXHIBIT A

### Section 5-2 Special Districts: State Highway 205 Overlay District

#### 5.2.1 Purpose

Recognizing that SH 205 is a major non-residential arterial through the City of McLendon Chisholm, Texas the City hereby provides additional development standards for the non-residential development in this corridor.

#### 5.2.2 Limits of Overlay District.

The area encompassed by these standards shall include all those properties that extend from the centerline of State Highway 205 to a point 1,500 feet east or west of the centerline. The area is intended to apply to all non-residential development within this corridor. Any property zoned for non-residential development within this corridor, in full or in part, shall be subject to the development standards contained herein. This Overlay District will extend from the northern City limit line to the southern city limit line. The provisions of the State Highway 205 Overlay district shall apply to all properties fully or partially within the defined area.

#### 5.2.3 Applicability.

The base zoning districts of properties within the area shall not be affected except as noted below. All applicable regulations for use, yard, area, lot dimensions, utility placement, and landscaping shall be those specified for each district, including planned development stipulations. Where any of the above regulations conflict with those of the overlay district, the more restrictive standards shall apply. Except as noted, the requirements below shall apply to all lots or tracts located fully or partially within the limits. Any changes to a site plan and/or a platted property after the adoption of this Overlay District shall require adherence to the standards contained herein. Upon consideration of specific site details and development applications, City Council may approve amendments to specific standards herein through the adoption of a Specific Use Permit.

#### 5.2.4 Non-Residential Uses.

Property within the State Highway 205 Overlay District shall be developed as non-residential residential. No residential zoning shall be permitted within this overlay district.

#### 5.2.5 Landscaping requirements:

(1) A minimum 30-foot wide landscape buffer (as measured from the front property line, exclusive of rights-of-way, site visibility easements, future thoroughfare setbacks, etc.) shall be provided. This requirement is not intended to prohibit the placement of driveway openings as specified in the Thoroughfare Standards Rules & Regulations and its subsequent updates and revisions.

(2) The landscape buffer shall generally consist of trees, shrubs, groundcover, berms, and related elements and shall meet the following criteria:

(a) A minimum of one three-inch caliper shade tree and one ornamental tree (measured at twelve inches above the soil line and six-foot planted height) per 30 feet of frontage.

Caliper shall be measured

(b) The inclusion of a landscape screen is important for screening headlights from adjacent non-residential parking:

- minimum height of 18 inches (as measured from the finished grade of the parking area) in locations where the landscape edge separates a surface parking area from State Highway 205 or another major thoroughfare.
- Screens shall consist of either earthen berms, shrubbery hedges, or a combination.

- Retaining walls may be used to facilitate berms if they are not visible from the street.
- Earthen berms shall have a maximum slope of three-to-one, requiring at least three feet of horizontal width for every one foot of vertical height.
- Shrubbery hedges forming a continuous living screen and retaining walls used for berming shall not exceed 40 inches in height within the required landscape edge.
- The above shall also conform to the required visibility triangles noted in the engineering design manual and to visibility requirements of the Thoroughfare Standards Rules & Regulations and its subsequent updates and revisions.

- (3) A landscape plan, including planting and irrigation details, shall be submitted in conjunction with the site plan review process.
- (4) The City of McLendon-Chisholm shall develop and maintain a list of approved plant materials for landscape edges.
- (5) The location of plant materials shall comply with the visibility requirements of the Thoroughfare Standards Rules & Regulations and its subsequent updates and revisions.
- (6) During the site plan review process, the Planning & Zoning Commission (or the City Council upon appeal) may reduce the width of the landscape edge by as much as 15 feet upon a finding that the full landscape edge requirement would prevent a property’s reasonable development in a safe, efficient manner.

**5.2.6 Land Use Spacing Regulations:**

The following land uses shall comply with the residential adjacency standards herein:

Land Use	Conditional Land Use Adjacency Provisions
Amusement center, outdoor	1000 feet from any property zoned for residential development
Auto impound lot/wrecker business	1000 feet from any property zoned for residential development
Auto paint and body shop	1000 feet from any property zoned for residential development
Auto repair garage	1000 feet from any property zoned for residential development
Auto service station	1000 feet from any property zoned for residential development
Truck Stops (commercial vehicles)	1,000 feet from any property zoned for residential development
Bail Bonds	1,000 feet from any property zoned for residential development and 2,000 feet from another similar establishment
CBD Retail Stores	1,000 feet from any property zoned for residential development
Convenience Stores (with or without fuel sales) with alcohol sales	1,000 feet from any property zoned for residential development
Go cart track and other vehicular track or facility	1,000 feet from any property zoned for residential development
Kennel	1,000 feet from any property zoned for residential development
Massage Parlors	1,000 feet from any property zoned for residential development and 2,000 feet from another similar establishment
Outdoor storage	1000 feet from any property zoned for residential development
Pawn Shops	1,000 feet from any property zoned for residential development
Payday Lenders / title loan stores	1,000 feet from any property zoned for residential development and 2,000 feet from another similar establishment
Recycling collection center	1,000 feet from any property zoned for residential development
Restaurants w/ alcohol sales	1000 feet from any property zoned for residential development

Restaurant, drive-in/drive-thru	1000 feet from any property zoned for residential development
Sexually Orientated Business	1,000 feet from any property zoned for residential development and/or 2,000 feet from any school or day care center
Tattoo parlor/body piercing studio	1,000 feet from any property zoned for residential development, schools, day care centers or public parks
Tobacco shop	1,000 feet from any property zoned for residential development, schools, day care centers or public parks
Shooting range, outdoor	1,000 feet from any property zoned for residential development
Vape Stores / Smoke Shops / Hookah Lounges	1,000 feet from any property zoned for residential development, schools, day care centers or public parks
Veterinary hospital with outside pens	1,000 feet from any property zoned for residential development

**5.2.7 Site Development Standards**

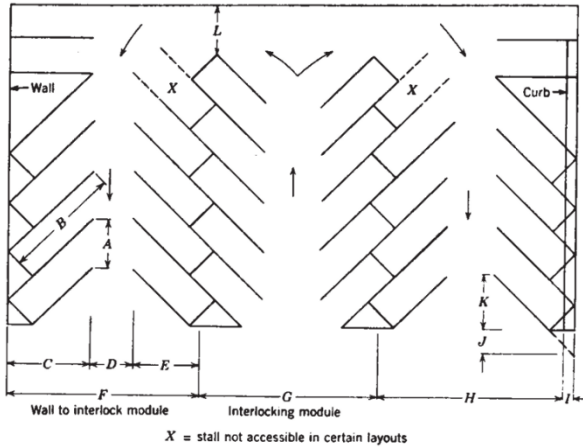
The following site design standards shall apply for all non-residential developments within the Overlay District.

- (1) Signs. For safety purposes, the Overlay District shall regulate the number and type of freestanding or pole signs along the corridor.
  - a. Prohibited Signs
    - i. Off-Premise Signs – Billboard Signs shall be prohibited in this overlay district.
      - 1. For definition purposes of this Section, an “off-premise” sign shall generally be considered a “billboard” sign or a free standing sign which is not associated with the immediately adjacent primary land use and identifies, advertises or attracts attention to a business, product, service, event or activity sold, existing or offered at a different location.
      - 2. For definition purposes of this Section, a “billboard sign” shall be defined as a commercial sign which meets the following criteria:
        - a. Permanent structure sign which is used for the display of off-site commercial messages
        - b. Permanent structure sign which constitutes a principal, separate or secondary use, as opposed to an accessory use, of the parcel on which it is located;
        - c. Outdoor sign used as advertising for hire; as an example, on which display space is made available to parties, other than the owner or operator of the sign or occupant of the parcel (not including those who rent space from the sign owner, when such space is on the same parcel as the sign), in exchange for a rent, fee or other consideration; or
        - d. Off-site outdoor advertising sign on which space is leased or rented
    - ii. Painted or hand marked advertising on windows or buildings shall be prohibited.
    - iii. Flags, inflatable signs, portable signs, trailer signs, spot lights, or other temporary signs shall be prohibited unless a temporary sign permit is approved.

- b. Building Signs.
  - i. Signs affixed to individual buildings, suites or demised premises shall be subject to and conform with the City’s Sign Ordinance.
  - ii. Painted or hand marked advertising on windows or buildings shall be prohibited.
  - iii. Any free standing signs on the site, not affixed to the building, shall be considered a “Monument Sign” and shall conform to the criteria herein.
- c. Monument Signs.
  - i. Multi-tenant non-residential development shall collocate freestanding signs into a cohesive monument sign on the overall property.
  - ii. The number of monument signs allowed on a property shall be consistent with the number of driveway access points to an adjacent right-of-way allowed on the property.
  - iii. A monument sign shall be dimensioned as such:
    - 1. No greater than six (6) feet in height
    - 2. No greater than fifteen (15) feet in width of the structure
    - 3. Maximum sign face of sixty (60) square feet per side of actual signage
  - iv. Each monument sign shall be designed by a structural engineer according to the City’s approved and adopted International Building Code.
  - v. Each monument sign shall include the following:
    - 1. Site Address: letters and numbers shall be between 4 and 8 inches in height
    - 2. City of McLendon-Chisholm Logo shall be incorporated into the sign. Logo shall be between 4 and 8 inches in diameter
    - 3. Individual slots or slats for signage for individual tenants. Total number of slots or slats shall not exceed 120% of the number of suites or tenants per monument sign
  - vi. All sign electrical equipment and structural supports shall be enclosed and secured with exterior finishing materials.
  - vii. Shall be constructed with exterior finishing materials similar to those of the main associated building structure.
- d. Sign Lighting.
  - i. Backlit signs within a monument sign shall be permitted with the following conditions:
    - 1. Property owner shall be responsible for the adherence to these provisions.
    - 2. Violations of these provisions shall be considered a violation of the City’s Ordinances and shall be subject to fines and/or revocation of a Certificate of Occupancy.
    - 3. Lighting shall be on a timer
    - 4. Monument sign lighting shall be set to turn off by no later than 11:00 p.m. Sunday – Thursday and midnight Friday – Saturday.
  - ii. Directional lighting shall be allowed under the following conditions:
    - 1. Property owner shall be responsible for the adherence to these provisions.
    - 2. Violations of these provisions shall be considered a violation of the City’s Ordinances and shall be subject to fines and/or revocation of a Certificate of Occupancy.
    - 3. No directional lighting shall be pointed towards a right-of-way

4. There shall be no more than one (1) foot candle spillover at the property line as measured three (3) feet from the natural grade.
- e. Site Plan – Plat Designations and Notation.
    - i. Any changes to an existing approved site plan for a development located within this district after the effective date of the adoption of this Overlay District, shall require conformance with this section.
    - ii. Proposed monument signs shall be designated on a Site Plan submittal.
    - iii. Proposed monument signs shall be designated on a development plat as a “Sign Easement”
- (2) Cross Access. For safety purposes, the Overlay District shall regulate the access and circulation of non-residential developments.
    - a. All non-residential developments shall require cross access from a non-residential development to an adjacent non-residential development.
    - b. Site Plan – Plat Designation and Notation.
      - i. Any changes to an existing approved site plan for a development located within this district after the effective date of the adoption of this Overlay District, shall require conformance with this section.
      - ii. Cross-access shall be required and noted on a Site Plan submittal
      - iii. Proposed cross-access shall be designated on a development plat as a “Fire Lane, Access and Utility Easement”
    - c. Cross-access connections shall be required as follows:
      - i. Shall be required from non-residential development to any and all adjacent non-residential developments
      - ii. Shall be required to be identified on a Site Plan and all plats and constructed by the applicant to the property line in such a manner as to allow an adjacent development to connect into the cross-access connection without requiring additional permission from the original applicant.
      - iii. Shall be appropriately stiped as a fire lane.
      - iv. Shall include appropriate barriers (if required through the engineering process), signage, or other markings to identify the temporary nature of the cross-access connection.
      - v. Shall be dimensioned as a fire lane
      - vi. Pavement standards for cross access connections shall be as a fire lane
- (3) Multi-lot Development Standards. For safety purposes, the Overlay District shall regulate the building orientation, parking, pedestrian and vehicular site circulation for multi-lot non-residential developments.
    - a. Building Orientation. Building orientation for multi-lot nonresidential developments shall conform to the following criteria:
      - i. Larger footprint buildings shall be set back from the right-of-way providing sufficient area between the building and the right-of-way for either parking for the main building or for the development of smaller footprint buildings.
      - ii. Smaller footprint buildings shall be adjacent to the right-of-way.
      - iii. Longest side of the building shall be parallel with the adjacent right-of-way.
      - iv. Where building is located on a corner of two major arterials or there exists other site constraints, the building’s longest side shall be orientated parallel to the right-of-way corresponding to the building’s address.

- b. Parking Field Standards. Parking lot designs for multi-lot nonresidential developments shall conform to the following criteria:
  - i. American Disabilities Act (ADA) parking requirements
    - 1. Required ADA parking spaces shall be located adjacent to the main doors of the building
    - 2. ADA accessible routes shall be clearly designed and striped
  - c. Parking lot design shall follow the following criteria.



**STALL LAYOUT ELEMENTS**

Dimension	On diagram	On			
		45°	60°	75°	90°
Stall width parallel to aisle	A	12.7	10.4	9.3	9.0
Stall length of line	B	25.0	22.0	20.0	18.5
Stall depth to wall	C	17.5	19.0	19.5	18.5
Aisle width between stall lines	D	12.0	16.0	23.0	26.0
Stall depth, interlock	E	15.3	17.5	18.8	18.5
Module, wall to interlock	F	44.8	52.5	61.3	63.0
Module, interlocking	G	42.6	51.0	61.0	63.0
Module, interlock to curb face	H	42.8	50.2	58.8	60.5
Bumper overhang (typical)	I	2.0	2.3	2.5	2.5
Offset	J	6.3	2.7	0.5	0.0
Setback	K	11.0	8.3	5.0	0.0
Cross aisle, one-way	L	14.0	14.0	14.0	14.0
Cross aisle, two-way	M	24.0	24.0	24.0	24.0

d. Pedestrian Accommodations

i. Access Easements

- 1. Shall be required for parking lots with more than forty (40) parking spaces in a perpendicular row to the main building.
  - a. Shall be at least eight feet (8') wide raised pedestrian access way with six-inch (6") curbs located between two adjacent head in parking rows perpendicular to the main building; OR
  - b. Shall be designated as a six foot (6') sidewalk perpendicular to the main building.
- 2. Shall include barrier free ramps (BFR's) according to the American Disabilities Act.

ii. Shopping cart corral

- 1. Retail developments with shopping carts shall require shopping cart corrals.
- 2. Shopping cart corrals shall be installed at the rate of 1 corral per 100 parking spaces.
- 3. Shopping cart corrals shall be distributed throughout parking field
- 4. Design Criteria:
  - a. Width: minimum ten feet (10')
  - b. Length: minimum fifteen feet (15')

iii. On-site trees

- 1. A canopy tree shall be provided at the end of every parking row
- 2. A canopy tree shall be provided within sixty-five feet (65') of every parking space

3. A canopy tree shall be provided for every seven (7) parking spaces. Trees required for this provision may be installed throughout the site.
  4. Every canopy tree shall be in a landscape island with a dimension of at least one-hundred eighty square feet.
- e. Vehicular circulation
- i. Site visibility triangle criteria shall apply for all internal vehicular drive aisles, drive aisles intersections, driveways, placement of monument signs and other site features
  - ii. Stacking depths may be required as part of the site plan review process to insure pedestrian and vehicular safety.
  - iii. City may require traffic signs, speed bumps or other traffic calming devices as part of the site plan review process to insure pedestrian safety.

### **5.2.8 Variances and Appeals.**

The Applicant may request a variance of any of the Site Development Standards based on a bona fide hardship. Variance requests shall be processed through and considered by the Zoning Board of Adjustments.