



**AGENDA  
CITY COUNCIL  
TUESDAY, APRIL 9, 2019  
1371 WEST FM 550 - MCLENDON-CHISHOLM, TEXAS 75032  
6:30 PM**

Page

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS**
- 3. RULES OF DECORUM**
- 4. CITIZEN COMMENTS**
- 5. APPROVAL OF CITY COUNCIL MEETING MINUTES**
  - 5 - 19 5.1. March 11, 2019 City Council Meeting Minutes  
[March 11, 2019 City Council Draft Minutes](#)
  - 20 - 45 5.2. March 12, 2019 City Council Meeting Minutes  
[March 12, 2019 City Council Minutes Draft](#)
  - 46 - 63 5.3. March 26, 2019 City Council Meeting Minutes  
[March 26, 2019 City Council Draft Minutes](#)
- 6. ITEMS FOR CONSIDERATION**
  - 64 - 70 6.1. Discussion and action regarding Award of Contract to Masterplan for Consultant City Planning Services. *(Requested by Palomba)*  
[Masterplan Proposed Contract](#)
  - 71 - 79 6.2. Discussion and action regarding award of Contract to Nathan D. Maier Consulting Engineers, Inc. for City Engineering Services. *(Requested by Palomba)*  
[Nathan D. Maier Proposed Contract](#)

- 6.3. Animal Control Proposed Contract. Discussion and action regarding North Texas Animal Control Authority contract items submitted. *(Requested by Council Member Balkum)*  
[Full-Service Proposed Contract](#)  
[Per Call Proposed Contract](#)
- 6.4. Animal Control Policy. Discussion and action regarding adding a static page on the City website for parameters, procedures, authority and related processes for Animal Control. *(Requested by Council Member Balkum)*
- 6.5. Presentation by Eva Hummel representing Atmos Energy regarding their new safety campaign and services offered to first responders. *(Requested by Mayor Pro Tem Turnbull)*
- 6.6. Atmos Energy Tour. Mayor Pro Tem Turnbull and Council Member Balkum will share a recent tour of the Charles K. Vaughn Center. Direction and action regarding how best to utilize the information provided to educate the citizenry. *(Requested by Council Member Balkum)*
- 6.7. Public Statement by Council Member Turnbull regarding statements made during the March 12, 2019 Citizen Comments portion of the Council Meeting. *(Requested by Mayor Pro Tem Turnbull)*
- 6.8. 2018-2019 Citizen Survey and Second Direct Mail Notice: Discussion and action regarding printing costs of the postal card for a second printing reorder of a combined list of registered voters and property owners excluding those who have completed the survey. Council Member Balkum will provide print and postcard stamp costs. The City Administrator will be directed to label, stamp and mail reminder postal cards with drop date for distribution to the U.S. Postal Service. *(Requested by Council Member Balkum)*
- 6.9. 2018-2019 Citizen Survey Closing Date and Compiling Results. Discussion and action regarding setting the closing date and compiling results of the survey with appropriate redactions for publishing. *(Requested by Council Member Balkum)*
- 6.10. Discussion and direction to City staff to complete the purchase of securities needed to defease the Series 2015 CO Bonds called for redemption by Resolution No. 2018-28. *(Requested by Council Member Turnbull)*
- 6.11. Council Chamber Audio Equipment. Discussion and action regarding any steps necessary to repair and/or improve the sound quality of the audio recording equipment. *(Requested by Council Member Balkum)*
- 6.12. Discussion and action regarding job descriptions. *(Requested by*

*Council Member Turnbull)*

- 6.13. iCompass Implementation Update. The City Administrator will provide an update regarding current status of broadcasting City Council Meetings. *(Requested by Council Member Balkum)*
- 6.14. City Council Minutes. Update and direction for City Administrator to update 2019 Council Minutes on the City website. *(Requested by Council Member Balkum)*
- 6.15. Discussion and action regarding a written report from Chief Simmons regarding McLendon-Chisholm Fire Rescue's compliance with the 2019 Budget for the six month period ending March 31, 2019 providing details for all expenditures and a written explanation for variances. *(Requested by Turnbull)*
- 6.16. Discussion and action regarding proposals received and recommendation for Public Improvement District (PID) Administrator. *(Requested by Palomba)*

## **7. EXECUTIVE SESSION**

- 7.1. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding ranking, negotiating and award of contract to consultants for City Planning and City Engineering Services. *(Requested by Council Member Balkum)*
- 7.2. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding recommendation for Public Improvement District Administrator. *(Requested by Palomba)*
- 7.3. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:074(1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Administrator/City Secretary, Assistant to the City Secretary, Building Permit Technician, Fire Chief/Fire Marshal, Assistant Fire Chief and Firefighters. *(Requested by Council Member Turnbull)*

## **8. UPDATES, DISCUSSION AND DIRECTION TO STAFF**

- 8.1. McLendon-Chisholm Fire Rescue
- 8.2. City Accounting Services.
- 8.3. Future Agenda Items

**9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**

- 9.1. Mayor Short's announcements including events and general information.
- 9.2. Council Member Balkum's announcements including communications, community engagement, Keep McLendon-Chisholm Beautiful Committee and MC50 Committee
- 9.3. Council Member Larkin's announcements including Veterans Memorial Brick Campaign Committee
- 9.4. Mayor Pro Tem Turnbull's announcements including budget and finance
- 9.5. Council Member Bloom's announcements including Economic Development Advisory Panel and Emergency Services Corporation
- 9.6. Council Member Herren's announcements including roads and transportation and Economic Development Advisory Panel

**10. ADJOURN**

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

I, Lisa Palomba, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted on or before 10:00 p.m., April 5, 2019 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



**CITY COUNCIL  
City of McLendon-Chisholm, Texas  
Meeting Minutes  
March 11, 2019**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, March 11, 2019, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

|                 |                         |
|-----------------|-------------------------|
| Keith Short     | Mayor                   |
| Adrienne Balkum | Council Member          |
| Scott Turnbull  | Mayor Pro Tem           |
| Jim Bloom       | Council Member (Absent) |
| James Herren    | Council Member          |
| Herman Larkin   | Councilmember           |

|                |               |                                   |
|----------------|---------------|-----------------------------------|
| Staff Present: | Lisa Palomba  | City Administrator/City Secretary |
|                | Jim Simmons   | Fire Chief/Fire Marshal           |
|                | City Attorney | Michael Halla                     |

**1. Call to Order.**

Mayor Short called the meeting to order at 6:31 p.m.

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

**3. Mayor Short announced the Rules of Decorum are in place and are to be observed throughout the meeting.**

**4. Items for Individual Consideration**

**4.1. Discussion and Action Regarding Survey Questions for the 2018-2019 Citizen Survey**

**Mayor Short asked for a motion to discuss this item**

**Mayor Pro Tem Turnbull made a motion to open this item for discussion.**

**Council Member Balkum seconded the motion.**

Mayor Pro Tem Turnbull stated that at the last meeting they discussed going through these one-by-one. He asked if everyone present still want to do that.

Council Member Larkin responded no.

Council Member Herren responded he didn't think it was necessary to go through them one-by-one.

Council Member Balkum stated she thought that was what they intended to do.

Council Member Herren stated that the reason he voted no the last time was to give more people the opportunity to be here because the other night with just the four us present, the impression was given to the community that it was a one-sided event that was being driven in a certain direction. Based on what has happened since the last City Council meeting, the fact that the citizen survey was provided out to a constituent, while maybe not illegal, was certainly unethical. Whoever did that, it was very unethical and it wasn't necessary because we hadn't approved anything, it hadn't gone out yet. What I intended was by everybody coming here tonight, they would have a say if we should have this citizen survey. I don't like to see things happen in the dark of night. But, I also don't like to see unethical behavior and people using that as a place to bash people, I think we should put it out for a vote and get it over with and move on to the next subject.

Mayor Pro Tem Turnbull stated he was going to disagree. The reason he is going to disagree is we have here in front of you two letters. One from Council Member Bloom and one from Council Member Larkin, who, to paraphrase, state that they dislike several, if not all of the questions. So, I think it would be best for openness to go through and if somebody has an item they want to discuss, then discuss it so that it doesn't come back that we just pushed it through without hearing people out. That would be my recommendation to the Council.

**Mayor Short asked if there is a motion to go through the questions one-by-one.**

**Mayor Pro Tem Turnbull made the motion.**

**Council Member Herren seconded the motion.**

**The vote carried by a vote of 3-1 (Council Member Larkin voting Nay and Council Member Bloom Absent)**

Mayor Short stated he has had a chance to go through them one-by-one and as they go through them he will give his perspective as well.

All survey questions were reviewed with comments and/or objections noted. Corrections and suggestions for wording changes were also noted.

**Mayor Short called for a vote to approve the questions with the changes.**

**The vote was 3-1 (Council Member Larkin voted Nay and Council Member Bloom Absent)**

Council Member Larkin stated that Council Member Bloom wanted his no vote noted. He also wanted to point out that the City Administrator had ask for input from the Council Members and he and Mr. Bloom were the only ones to submit anything.

Mayor Short also stated he is not in favor of the questions. He also asked if the Council would get an opportunity to see the questions after corrections were made before the survey goes out.

Council Member Balkum stated they could.

Council Member Herren suggested the questions be e-mailed to them.

#### **4.2 Discussion and Direction to City Administrator Regarding Labeling and Distributing the 2018-2019 Citizen Survey Postcards**

Mayor Pro Tem Turnbull made a motion to open discussion, seconded by Council Member Balkum.

Mayor Pro Tem Turnbull asked the City Administrator approximately how long she thought this would take.

City Administrator Palomba responded it could be done by Friday or Monday.

Mayor Pro Tem Turnbull stated that based on that, there should be time to make the corrections and there should be no worry about the cards going out before the questions are ready. He asked Council Member Balkum if this was correct.

Council Member Balkum stated yes, that is correct.

**Mayor Short called for a vote regarding direction to the City Administrator regarding labeling and distributing the 2018-2019 Citizen Survey Postcards.**

**Mayor Pro Tem Turnbull made a motion to direct the City Administrator to label and distribute the 2018-2019 Citizen Survey Postcards.**

**Council Member Balkum seconded the motion.**

**The motion carried by a vote of 3-1 (Council Member Larkin voting Nay and Council Member Bloom Absent)**

#### **4.3. Updates to Code of Ordinances Chapter 4. Business Regulations**

City Administrator Palomba gave an overview of the item.

In January 2018, Council instructed Franklin Legal to perform a legal review of the Code of Ordinances. Franklin provided a review and suggested revisions and/or marked areas that Council may wish to update. Chapters 1-3 have been reviewed by Council and Council proposed revisions to those chapters. In consideration of Franklin's review and suggestions and in consultation with City vendors, Staff proposes revisions as presented to Council. Most revisions are suggested to ensure the City code is not in conflict with state law or to remove antiquated items.

Staff recommended that the Council review the suggested revisions and direct staff to move forward with the suggested revisions or provide other suggestions for revisions.

Once all chapters of the code have been reviewed, Kirk Franklin will visit with Council regarding finalizing revisions and the process to adopt all the code changes.

City Administrator Palomba pointed out this is basically just general clean-up and making sure it is consistent with state regulations.

Mayor Short asked if the City Attorney had looked at this.

City Attorney Halla stated he had not.

City Administrator Palomba pointed out that one change will reflect using the “maximum penalty” rather than actual fines. Also, the fee schedule will reference the “current amount”, not a set amount.

City Attorney Halla stated it is better to have a fee schedule.

Mayor Pro Tem Turnbull asked the reference to check the fee schedule in Chapter 4. He asked if it that is an issue.

City Administrator Palomba stated they will need to add that.

Mayor Short asked if there is a solicitation permit in this section.

City Administrator Palomba responded that she didn't think the City has one.

Mayor Short stated he knows they have had at least one complaint. He does understand scouts and fund raisers going door-to-door, but not businesses.

Council Member Balkum stated maybe this is something they can do in the future.

Mayor Short remarked they should consider this for the safety of their citizens.

City Administrator Palomba remarked that she will find the appropriate place to put it in the code.

Mayor Pro Tem Turnbull stated he thought they already had this.

Council Member Balkum stated it was discussed before Lisa came.

Mayor Short stated he thinks this is something they need to discuss.

Mayor Pro Tem Turnbull asked Lisa if there is anything in Franklin's review that they didn't modify or discuss.

City Administrator Palomba responded that she didn't think so.

Mayor Short asked Lisa to look into a solicitation permit and bring this back on a future date.

**No Action**



#### **4.4. Discussion and Action Regarding Proposals Received for Contracted City Engineering Services**

Council directed Staff to solicit proposals for Engineering Services. A Request for Qualifications was issued and advertised on the City website, Texas Municipal League website, the Dallas Morning News, and the Rockwall Herald Banner. Proposals were due February 18, 2019 at 2:00 p.m.

The following companies submitted proposals:

Douphrate & Associates, Inc.  
Nathan D. Maier Consulting Engineers, Inc.  
Birkhoff, Hendricks & Carter, LLP  
Metropolitan Infrastructure, PLLC  
EST Comprehensive Engineering Services  
Kimley Horn  
Freeman-Millican, Inc.  
Sanchez & Associates

Cities are prohibited from using competitive bidding procedures to obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists, landscape architects, geoscientists or state-certified real estate appraisers. Instead, for contracts involving architectural, engineering or land surveying services, a city must first select the most highly qualified provider and then attempt to negotiate a fair and reasonable price. If the city is unable to negotiate a contract with the most highly qualified provider, the city must then formally end negotiations with that provider. After negotiations have formally ended, the city must select the next most highly qualified provider and attempt to negotiate a contract with that provider. If necessary, the city must continue the process of formally ending negotiations with one provider and selecting another provider for negotiations until a contract is obtained.

McLendon-Chisholm is experiencing rapid growth and will require engineering services on a more frequent basis as that growth continues. Any Engineer hired will need to be well versed with storm water mapping, storm water management, design of water and wastewater collection systems, street design, street maintenance planning, and subdivision review and inspections.

Two firms have extensive experience working with small towns that have experienced tremendous growth in this area including Douphrate & Associates and Freeman-Millican, Inc.

Douphrate & Associates have provided engineering services to the City of M-C since 2006. Mr. Douphrate has extensive historical knowledge of the local area including M-C. He is familiar with the City's surrounding infrastructure and understands the City's challenges. He also served as City Engineer for the City of Rockwall for 10 years.

Freeman-Millican, Inc. specializes in providing engineering services to small and medium sized towns. Although still considered a small firm, they have several engineers on staff. The firm has provided services for the Cities of Heath and Forney and appears to be familiar with small town growth issues.

Sanchez & Associates is interesting in that they also provided proposals for accounting and planning services.

All firms appear to be well qualified and all have municipal experience.

Council Member Larkin asked about the price not being in the proposals.

City Administrator Palomba explained that you can't include a price as part of the proposal. That will have to be negotiated.

City Attorney Halla explained that engineers are solicited through the RFQ process. They need to be ranked and then a contract price can be negotiated.

Council Member Balkum asked for clarification that if a firm is ranked number one, and a price cannot be agreed upon, do you have to start all over.

City Attorney Halla responded yes.

Mayor Short recommended scoring the engineers.

City Administrator Palomba stated they will need to have criteria for scoring.

City Attorney Halla responded yes, that is the best way to proceed.

Mayor Pro Tem Turnbull asked Lisa how soon she can have a scoring sheet prepared.

City Administrator Palomba stated she can have it ready tomorrow.

Mayor Short suggested each Council Member rank the proposals. The scoring sheet will be ready on the 15<sup>th</sup>, results should be returned to Lisa by the 21<sup>st</sup>, and they can have presentations on the 26<sup>th</sup>.

**Mayor Pro-Tem Turnbull made a motion to give direction to the City Administrator to develop a grading format for city engineer and planner as soon as possible and to table until the March 26<sup>th</sup> meeting. The top two or three will come in on the 26<sup>th</sup> to make presentations.**

**Council Member Balkum seconded the motion.**

**The motion carried unanimously (Council Member Bloom Absent).**

#### **4.5. Discussion and Action Regarding Proposals Received for Contracted City Planning Services**

Council directed Staff to solicit proposals for Planning Services. A Request for Qualifications was issued and advertised on the City website, Texas Municipal League website, the Dallas Morning News, the Rockwall Herald Banner and the American Planning Association. Proposals were due February 18, 2019 at 2:00 p.m.

The following companies submitted proposals:

Firm Ground Planning  
Ideation Planning  
I-RAOS, Inc.  
Michael R. Coker Company  
Lynette Lawyer  
Sanchez & Associates  
Masterplan  
Gregory Alesi

Firm Ground Planning is local based in Forney, Texas. Mr. Donnell has worked for municipalities, private companies and as a consultant. His proposed fees are by far the least expensive. Council may wish to question if he works alone or with any partners and confirm his availability for meetings. Council may also wish to ask about his available resources such as GIS and mapping technology. Firm Ground Planning proposes \$30 per hour for routine work performed and \$50 per hour for extraordinary work performed not to exceed \$60,000 annually.

Ideation Planning offers customized solutions for growing communities. The company provides visioning exercises with communities and are well versed in research, analysis and data evaluation. Ideation is not submitting a proposal for routine planning but would like the opportunity to provide the City long range planning and visioning services as needed. Quotes would be provided per project. This company has worked with the neighboring City of Heath.

I-RAOS, Inc. appears well qualified and proposes a fee of \$75 - \$120 per hour depending upon task level. The company is based out of Pearland, Texas which may present challenges in attending monthly meetings.

Michael R. Coker Company is the City's current provider. He has served the City since 2012 and is well qualified to continue providing services. As our current provider, he is familiar with the City's values of protecting a rural community as the City grows. He proposes \$75 - \$150 per hour depending upon personnel performing a task.

Lynette Lawyer's primary experience is in architecture although she does have experience involving planning projects. She proposes a fee of \$120 per hour. She is based locally.

Sanchez & Associates offers much experience and proposes an average rate for routine tasks of \$35 per hour and they are also interested in providing accounting and engineering services.

Masterplan is based in the Dallas area and has a broad range of experience and several employees. Their proposed fees are higher than other proposals at \$155 - \$175 per hour depending on task performed.

Gregory Alesi did not send a complete proposal. He only sent a resume and he is based in New Jersey.

**Mayor Short gave direction to the City Administrator to have the top two or three come in for presentations on the 26<sup>th</sup>.**

**Mayor Pro Tem Turnbull made a motion to move this item to the 26<sup>th</sup> meeting.**

**Council Member Balkum seconded the motion.**

Council Member Herren stated he would like to give them some type of scenario so they can all address the same questions in their presentations.

**The motion carried unanimously (Council Member Bloom Absent).**

#### **4.6. Discussion and Action Regarding Proposals Received for Contracted Information Technology Services**

Council directed Staff to solicit proposals for Information Technology (IT) services. A Request for Qualifications was issued and advertised on the City website, Texas Municipal League website, the Dallas Morning News, and the Rockwall Herald Banner. Additionally, staff sent the RFQ to several IT companies in Rockwall and surrounding area. Many Microsoft partners requested the RFQ but most did not actually submit proposals. Proposals were due February 18, 2019 at 2:00 p.m.

The following companies submitted proposals:

Cendien  
Preferred Technology  
My Computer Guy

Of the three firms, only two appear to have municipal experience including Cendien and My Computer Guy.

All three firms submitted a fee proposal. Cendien has experience with at least two large municipalities and has proposed a fee of \$12,000 per month. This proposal is not financially feasible for M-C.

Preferred Technology proposed a fee of \$600 per month for a 1-year contract or \$500 per month for a 3-year contract

My Computer Guy, the current provider, has proposed a fee of \$420 per month.

Preferred Technology lacks municipal experience. This is a concern for staff as there is a knowledge base of IT information specific to municipalities.

My Computer Guy has provided managed services for the City since December 2017 and time and materials support since February 2008. They have significant municipal experience, they are local, familiar with the City's existing network infrastructure and offer the most competitive rate.

**Mayor Short asked for a motion to discuss this item.**

**Mayor Pro Tem Turnbull made a motion to discuss the proposals received for Information Technology Services.**

**Council Member Larkin seconded the motion.**

Mayor Pro Tem Turnbull stated that one of the firms, Cendien, is totally cost prohibitive and can be eliminated.

Mayor Pro Tem Turnbull stated that My Computer Guy, the current service provider, has reasonable service prices. He does have some hesitations about him. Lisa has had some service problems. In addition, he tells the City we need to buy additional hardware. He would have to discuss that at a meeting to convince him. Maybe a short-term contract could be negotiated. Also, he has language in his contract that if the City lets anyone else on the network, or if the City doesn't follow his recommendations, he can pull his contract. That language would have to be removed.

Mayor Short agreed that the wording is not acceptable.

**Mayor Pro Tem Turnbull made a motion for the City Administrator to negotiate a short-term contract ending September 30, 2019 to include the platinum package, backup, and no additional software/hardware. The language regarding pulling his contract will have to be removed.**

**Council Member Larkin seconded the motion.**

Mayor Short reiterated that he is not comfortable with him being able to pull his contract.

Mayor Pro Tem Turnbull also pointed out that he should be responsible for obtaining all licenses, including government license.

**The motion carried with a vote of 4-0 (Council Member Bloom Absent).**

#### **4.7. Discussion and Action Regarding Proposals Received for Contracted City Accounting Services**

Council directed Staff to solicit proposals for City Accounting Services. A Request for Qualifications was issued and advertised on the City Website, Texas Municipal League website, the Dallas Morning News and the Rockwall Herald Banner. Proposals were due February 28, 2019 at 2:00 p.m.

The following companies submitted proposals:

Sanchez & Associates, LLC  
Judd, Thomas, Smith and Company, P.C.  
Ray Smith CPA PLCC

Under the Professional Services Procurement Act, cities are prohibited from using competitive bidding procedures to obtain services of Certified Public Accountants. Services are to be selected on the basis of demonstrated competence and qualifications.

The Request for Qualifications did ask for a fee proposal. However, many CPA firms are hesitant to provide fee proposals and would rather negotiate an agreed rate.

All three firms appear to be well qualified and all have municipal accounting experience.

**Mayor Pro Tem Turnbull made a motion to discuss the accounting proposals.**

**Council Member Larking seconded.**

Mayor Pro Tem Turnbull stated they had three submissions. One firm doesn't have a CPA on staff according to their submission. He asked Lisa to verify. One of the proposals is from the City's current CPA and the other is from a CPA firm located in Plano, Judd, Thomas. Both are qualified providers. Pricing on one is prohibitive, but if we can negotiate, what I actually like about Judd, Thomas is they have multiple people in house so another CPA can fill in should the normal personnel not be available. It would require negotiation.

Council Member Balkum questioned that she thought they had applications for this before.

Mayor Pro Tem Turnbull responded this is the first time.

Council Member Larkin stated the firm in Plano is overpriced in comparison. However, they can't really ask them for a negotiated price unless they are ranked first and they enter negotiations.

Council Member Balkum commented that you have to get a contract.

Council Member Larkin stated they can't just go back and say you were under-cut, can you give us another price. That's not competitively fair. He asked Mayor Pro Tem Turnbull if he was recommending Judd, Thomas.

Mayor Pro Tem Turnbull answered yes and no. Am I recommending them, if I was choosing them without knowing their price, the answer is yes. I do believe they offer things Ray's company doesn't. Also, Ray has been with us a long time. That's good, but it's also bad in some ways. In accounting practices, you don't keep the same people all the time, it leads to the possibilities of things being hidden, I'll put it that way. So, that would be my recommendation, Judd, Thomas. If they don't get the majority, it's mute. It's not based on their pricing.

Council Member Balkum asked if she had missed what the difference is between the two.

Mayor Pro Tem Turnbull answer that Judd, Thomas has more CPAs. So, if one of them isn't available, there are others to step in. He thinks they also have a larger staff.

Council Member Balkum asked about the PID. Do they have any experience with PIDs?

Mayor Pro Tem Turnbull answered that the senior partner does.

Mayor Short stated that they have two proposals, one that has more to offer than the other. As Mr. Halla said, if we open negotiations and we can't get them where we would like them to be for our City, then we can move to the second choice. If Council is in agreement, it's a matter of giving direction to the City Administrator to meet with them. If those are the top two decisions on City Accountant.

Mayor Pro Tem Turnbull stated he thinks they are in agreement that one is eliminated.

Mayor Short stated that if they do have a CPA on staff and failed to put it in their proposal, that's a pretty major mistake.

Mayor Pro Tem Turnbull remarked that everything in their proposal says they are urban planners.

The City Administrator gave a brief background on Sanchez & Associates.

Council Member Balkum stated she appreciates the City Administrator's input, but if they go with the current CPA, could the firm ranked number one come back on us?

Mayor Short stated no, because Ray put a proposal in. He applied for it just like they did and they would have no recourse against us.

Mayor Pro Tem Turnbull stated that if they don't stay with Ray, they could have his contract end September 30, 2019 and the new accountant start October 1. If we can't work out something with them, we would still have Ray.

City Administrator Palomba expressed concern over replacing the accountant at this time. Of all consultants, she depends on the accountant most often.

Council Member Larkin stated that keeping Ray is not a bad idea and they can revisit in a year.

City Administrator Palomba pointed out Ray has a set fee which is best for budgeting purposes.

Council Member Herren expressed that they need to take into consideration the travel time for Judd, Thomas. He thinks they should go with the City Administrator's recommendation.

Council Member Balkum asked about the process regarding qualifications.

Mayor Pro Tem Turnbull point out again that Judd, Thomas has more personnel and can get things done in a timelier manner. He feels the City is missing an opportunity to get better quality service.

Council Member Herren suggested the new accountant could start October 1.

Mayor Pro Tem Turnbull stated the accountant would need to be involved in budget for next year and a new firm would have to learn on their own time.

City Administrator Palomba stated she would like to do an apple-to-apple comparison.

Mayor Short pointed out that Ray has a cap and the other firm is hourly.

City Attorney Halla stated there is nothing wrong with price being considered.

City Administrator Paloma also pointed out that Ray hosts Quick Books and the other firm may not have it.

Mayor Short called a brief recess at 9:20.

Council was back in session at 9:28.

Mayor Short asked if there was a motion on hiring a new accountant.

**Mayor Pro Tem Turnbull made a motion for the City Administrator to negotiate with Judd, Thomas for the City accountant position effective 10/1/2019.**

**Council Member Balkum seconded the motion.**

**The motion carried with a vote of 3-1. (Larkin voting Nay and Council Member Bloom Absent)**

## **5. Executive Session**

5.1 Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:074(1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Administrator/City Secretary; Assistant to the City Secretary; Building Permit Technician; Fire Chief/Fire Marshal; Assistant Fire Chief and Firefighters.

5.2 Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding the transfer of Fire Department Assets.

**NO EXECUTIVE SESSION HELD**

## **6. Reconvene Regular Meeting**

**NO EXECUTIVE SESSION HELD**

## **7. EXECUTIVE SESSION ACTION**

**NO EXECUTIVE SESSION HELD**

## **8. STAFF REPORTS**



### **8.1. 1<sup>st</sup> Quarter Investment Report**

Mayor Pro Tem Turnbull asked if this was the balance before ad valorem taxes.

City Administrator Palomba stated it was.

### **8.2. Financial Reports for January 2019**

No Discussion

### **8.3. McLendon-Chisholm Fire Rescue Run Reports January 2019**

Council Member Larkin asked for clarification on the 600 series.

Mayor Pro-Tem Turnbull asked if the EMS report can be broken down.

Chief Simmons explained he is still working on the new reports with the new software. They are things he cannot change.

DRAFT

#### **8.4. Building Official Report January 2019**

**No Discussion**

#### **9.5. Sheriff Report January 2019**

**No Discussion**

### **9. UPDATES, DISCUSSION AND DIRECTION TO STAFF**

#### **9.1. McLendon-Chisholm Fire Rescue**

Chief Simmons reported they are finishing Phase III of the remodel. He stated they will need to replace the roof, but they will do that themselves.

#### **9.2. Subdivision and Zoning Regulations and City Map Updates**

**No Discussion**

#### **9.3. iCompass Streaming Implementation**

Mayor Pro Tem Turnbull asked if he was right that they had a six-month money back guarantee on this product.

City Administrator Palomba stated that is correct

#### **9.4. Upcoming Requests for Proposals and Qualifications**

No Discussion

#### **9.5. Future Agenda Items**

### **10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**

#### **10.1. Mayor's Announcements including events, area happenings, and general information**

Mayor Short reminded everyone that this is spring break week and everyone needs to watch for kids.

#### **10.2. Council Member Balkum's announcements including Communications, Community Engagement, Keep McLendon-Chisholm Beautiful Committee, MC50 Committee, and Veterans Memorial Brick Campaign Committee.**

No Report

**10.3. Council Member Larkin's Announcements including NCTCOG 9-1-1 Board and Veterans Memorial Brick Campaign Committee**

Council Member Larkin reported there has been a lot of activity with the Veterans Memorial. They have had three meetings. Council Member Balkum asked if agendas had been published, that she is a part of that committee and she did not know about the meetings.

**10.3. Mayor Pro-Tem Turnbull's Announcements including Budget and Finance**

No Report

**10.5. Council Member Bloom's Announcements including Economic Development Advisory Panel and Emergency Services**

No Report

**10.6. Council Member Herren's Announcements including Roads and Transportation and Economic Development Advisory Panel**

Council Member Herren reported the Economic Development Advisory Panel will have their second meeting tomorrow prior to the City Council Meeting. They will be discussing their vision and develop the objectives and goals of the panel.

**11. ADJOURN**

**Mayor Pro Tem Turnbull moved to adjourn the meeting.**

**The meeting adjourned at 10:10 p.m.**

ATTEST:

\_\_\_\_\_  
Lisa Palomba, City Secretary

APPROVED:

\_\_\_\_\_  
Keith Short, Mayor



**CITY COUNCIL**  
**City of McLendon-Chisholm, Texas**  
**Meeting Minutes**  
**March 12, 2019**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, March 12, 2019, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

|                 |                         |
|-----------------|-------------------------|
| Keith Short     | Mayor                   |
| Adrienne Balkum | Council Member          |
| Scott Turnbull  | Mayor Pro Tem           |
| Jim Bloom       | Council Member (Absent) |
| James Herren    | Council Member          |
| Herman Larkin   | Councilmember           |

|                |               |                                   |
|----------------|---------------|-----------------------------------|
| Staff Present: | Lisa Palomba  | City Administrator/City Secretary |
|                | City Attorney | Michael Halla                     |

**1. Call to Order.**

Mayor Short called the meeting to order at 6:35 p.m.

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

**3.** Mayor Short announced the Rules of Decorum are in place and are to be observed throughout the meeting.

**4. Citizen Comments**

Jody Wright, 1513 Barrolo Dr., I would like to address Item 6.2 – Citizen Survey. I would like to express my opposition to this survey. I totally disagree with the necessity and the timing of this survey. I believe that this survey is being supported by Council Members Turnbull and Balkum only for their own political posturing. We do not have the financial means to complete another useless, non-transparent, and quite frankly, horribly written survey. Council, if you really want to know what the citizens think, hold an open forum where we can actually talk openly with one another. That's free, 100%. In closing, as a citizen, I am, quite frankly, over the games, so I will show up. As a citizen, I will not be bullied with the stalking and videoing of my house. So, I will rise up. As a citizen, I will not turn a blind eye to your continued, utter disregard and complete disrespect for what your citizens are asking for. So, I will speak up and I will do everything I can to ensure that the two of you are not re-elected. So, I will speak up.

Lorna Kipphut, 31 Fireside, I think it is unbecoming of our city council when last night Mr. Turnbull slandered the reputation of the City accountant stating, and I quote, "I believe there has been the possibility of mistakes being hidden", with no evidence offered to

support his claim. In fact, just two weeks ago the audit and budget were presented to the Council and no such allegations were made or line items questioned. The City Administrator recommended to the Council the extension of the current CPA contract for continuity purposes. This recommendation was ignored. Mr. Herren acknowledged last night the reason no citizens come to Council meetings is apathy. This is because we are tired of watching Council Members berate each other, ignore recommendations from the City Staff and in general forgetting that you work for us. Yes, there is a silent majority out there and they voted for change last year. This year there are hundreds more who are tired of the continued lack of transparency and the bullying tactics that are on display. This is not public apathy, it is outrage and frustration. Our City fore-fathers would be ashamed of what went on last night. Mr. Moss, Mr. Klutz, Mr. Pullen, Mr. Lovell, and Mr. Hatfield, to name just a few, dedicated years of their lives so the City of McLendon-Chisholm could prosper and reflect the members of this community. Their hopes and aspirations were that a younger generation could carry on and bring our City to the next level. We should not let them down. Thank you.

Frankie Pooladsanj, 1506 Corrara Dr., I got to read some interesting stories in the Rockwall Herald Banner and one thing that I have learned in my career is that you don't slander your partners next to you. That's what your executive sessions are for. You have disagreements and you talk to them about it behind those closed doors to your right, to your left, and behind you. But doing it publicly, that shows your character. It shows your cowardness. That's ugly. Is that what McLendon-Chisholm is about? Is that what you guys represent? Lack of transparency, I read that too. You record me, I'm recording you. A lot of people are seeing it, a lot more people on my Facebook than yours, than your social media are going to see this. We're tired of it. We are going to prove that again May 4<sup>th</sup>. Thank you.

## **5. Approval of City Council Meeting Minutes**

### **5.1 January 8, 2019**

**Council Member Balkum made a motion to approve the minutes as presented.**

**Mayor Pro Tem Turnbull seconded the motion.**

**Motion carried 4 in favor, 0 against (Bloom absent).**

### **5.2. February 15, 2019**

**Council Member Balkum made a motion to approve the minutes as corrected.**

**Council Member Herren seconded the motion.**

**Motion carried 4 in favor, 0 against (Bloom absent).**

## **6. Individual Items for Consideration**

### **6.1. State of the City Address**

Mayor Short delivered his 2019 State of the City Address. A copy of speech is included as Attachment A to these minutes.

#### **6.2. Statement Regarding 3<sup>rd</sup> Annual Citizen Survey for 2018-2019**

Council Member Balkum presented a public statement regarding the 3<sup>rd</sup> Annual Citizen Survey. A copy of her statement is included as Attachment B to these minutes.

#### **6.3. Statement Regarding Solid Waste and Recycling Services**

Council Member Balkum gave a public statement regarding CWD. A copy of her statement is included as Attachment C to these minutes.

Mayor Short called a recess at 7:13 p.m. The Council reconvened at 7:24 p.m.

#### **6.4. Statement Regarding Reporting Code Violations**

Council Member Balkum presented this as a reminder that the City does have a website and there's a place to fill out a form for a code violation. There are a lot of issues that people are saying are going on in our City regarding ordinances not being followed. She asked citizens to please go to the "Report a Code Violation" on the website and we can have the City Administrator follow up with steps to review the file that's been reported.

Mayor Short explained the reason they ask you to report something when it comes to code violations is so we have a tracking system for the violation. It's not to track who is calling in, it's so we can produce a timeline so if we have somebody who is a multiple violator, that timeline helps, depending on what the violation is and what the actions are concerning that violation. It helps us rectify the problem. That's why we need those reports, so it is documented.

#### **6.5. Discussion and Action Regarding Reviewing the 2018-2019 Citizen Survey Questions**

Addressed in the March 11, 2019 City Council Meeting

#### **6.6. Discussion and Action Regarding Additional Council Member Input for the 2018-2019 Citizen Survey and Possible Changes to Currently Proposed Survey Questions.**

Addressed in the March 11, 2019 City Council Meeting

#### **6.7. 2018-2019 Citizen Survey Distribution**

Addressed in the March 11, 2019 City Council Meeting

#### **6.8. Council Chambers Audio Equipment**

Council Member Balkum asked to bring this item up as a discussion and the need to take action. She stated the audio has worsened. When she contacted the City Administrator/City Secretary, it appears she is also having difficulties.

Council Member Balkum believes we need to contact Axios and have them come out here and remedy the problem.

Mayor Short asked if she was presenting this as a motion.

**Council Member Balkum made a motion to have the company come out and review the system and improve it.**

**Council Member Larkin seconded the motion.**

**The motion carried by a vote of 4-0 (Bloom absent).**

### **6.9. Animal Control Services**

City Administrator Palomba reported that the former City Administrator contacted several area cities regarding possible interlocal agreements for animal control. These options were very expensive. The City would have to pay part of an animal Control Officer's salary, benefits, truck and facilities costs. For such a small City this just is not financially feasible.

All American Dogs is a private company that provides animal control services. Their main facility is between Pilot Point and Celina. The cost for a yearly contract is between \$20,000 to \$25,000. The company is willing to contract for a fee per call basis at a rate of \$450 per call for one truck for one animal. If the call requires a rabies quarantine, it is an additional \$350. This will require a mid-year budget amendment.

Although the City does not receive many calls, the Sheriff's office has requested the City seek a solution in the event the animal must be removed from a location for health and safety reasons.

Staff recommends authorizing the City Administrator to enter into an agreement with All American Dogs for a fee per call incident to remove only aggressive, injured or sick animals. In this situation, All American Dogs would be instructed not to accept calls from the general public but would respond to calls placed by the City Administrator or her designee and/or the Sheriff's office to remove an animal from a specific location. The City would not provide services for lost or roaming animals.

Mayor Short reported that the Sheriff had requested that McLendon-Chisholm help them out with these calls. They will respond, but they don't have the training or equipment to do much.

Mayor Pro Tem Turnbull stressed that unless a dog is contained, the call is not made.

Council Member Balkum asked if we can get a guarantee from the Sheriff's department that they will only make a call if the animal is contained?

City Administrator Palomba responded they can't make guarantees.

Mayor Pro Tem Turnbull stated that \$450 is really high. He stated that unless the dog is contained, we don't make calls.

City Administrator Palomba stated they will have to stipulate that citizens either call the Sheriff or City Hall. They can not call directly to the company.

Council Member Larkin asked if they work in other cities and do they have a local substation.

City Administrator Palomba answered yes, they do work in other cities but they do not have a local substation.

Mayor Short stated he is not ready for an annual contract, but he also doesn't agree with the \$450 charge should a call be made and there is no animal when they respond. He asked if they would reduce the cost if there is no animal.

City Administrator Palomba stated she will ask.

Council Member Balkum suggested maybe re-negotiate the cost.

City Administrator Palomba stated she will try to get a lower cost.

**No Action**

**6.10. Updates to City of McLendon-Chisholm Code of Ordinances, Chapter 4, Business Regulations**

Addressed at March 11, 2019 City Council Meeting

**6.11. Proposals for City Planning Services**

Addressed at March 11, 2019 City Council Meeting

**6.12. Proposals for City Accounting Services**

Addressed at March 11, 2019 City Council Meeting

**6.13. Proposals for Information Technology Services**

Addressed at March 11, 2019 City Council Meeting



#### **6.14. Proposals for Engineering Services**

Addressed at March 11, 2019 City Council Meeting

#### **6.15 Public Hearing – Revisions to Chapter 10, Subdivision Regulations of the McLendon-Chisholm Code of Ordinances**

Mayor Short opened the public hearing at 6:43 p.m.

No comments were received.

Mayor Short adjourned the public hearing at this time to allow the City Planner, Michael Coker, to give information on this item.

Mr. Coker reported that both he and the City Engineer, along with some of the other staff, have made recommendations for amendments to the subdivision regulations. Most of them are pen and ink things, clarifications, and reducing redundancy. But collectively, it is bringing us into conformance with the local government requirements. The last time the regulations were modified as a whole was in 2007 and laws have changed on some requirements since then.

Mr. Coker discussed the modifications. He also reported that P&Z had workshops on this item

Mayor Pro Tem Turnbull asked about the requirements for street lights found in Appendix 1, Section 5. He wondered if they should put LED rather than vapor.

Mr. Coker suggested they put “or an approved alternative”.

Mayor Pro Tem Turnbull asked about speed limits and if the City has enforcement authority.

Mayor Short stated the City cannot enforce traffic speed limits on private roads.

City Administrator Palomba pointed out these updates are basically general clean-up.

Council Member Balkum ask if there will be another public hearing.

City Administrator Palomba stated this is the second public hearing. Planning & Zoning held the first.

Mayor Short reopened the Public Hearing at 7:52 p.m.

No comments were received.

The Public Hearing was closed at 7:53 p.m.

#### **6.16. Discussion and Action Regarding Proposed Revisions to Chapter 10, Subdivision Regulations of the McLendon-Chisholm Code of Ordinances**

Mayor Pro Tem Turnbull made a motion to accept the revisions as presented.

Mayor Pro Tem Turnbull withdrew the motion.

Mr. Coker stated he would review, reword and provide language as requested and bring back to the Council to reconsider and give direction.

#### **No Action**

#### **6.17. Public Hearing – Revisions to Chapter 14, Zoning Regulations of the McLendon-Chisholm Code of Ordinances**

Mayor Short opened the Public Hearing.

Troy Reich, 441 Briar Glen. I have a problem with the procedure. You're asking for public input. If it's only doting "i's" and crossing "t's" or making changes per state law, that's fine. But you're asking us to give you input on something we don't know a thing about. If you're changing the code or regulations, then in order for us to be able to comment on those, we need to know what they are. The other thing is that these are probably things that were brought forward by the Planning & Zoning and your Chairman of the P&Z should be here and report to you on each one of these items. Then those of us sitting in the audience would know what it is we're supposed to be commenting on at a public hearing. It almost seems like, let's pass it and then we can see what's in it. That's a backward way of doing things. I would like to make comments on subdivision changes or any of these other things because in the past I was part of the process that put these regulations in place. If we're changing them, I'd like to know what those changes are. But, I don't and there's nothing here that tells me. There's nothing on the website that tells me. You're asking for an uninformed public to comment on something that we know nothing about. In a way, I think each one of these items should be tabled until a later date and you can post the changes on the website and those of us who want to read it, we can and we can come to a public hearing and we can voice our opinion.

Council Member Balkum asked Lisa if she posted the agenda for everyone to read.

City Administrator Palomba replied she did.

Council Member Balkum asked if that document is there as well to review.

City Administrator Palomba replied it was.

Council Member Balkum asked if the advertisement took place two weeks ago.

City Administrator Palomba responded yes.

Council Member Balkum stated she just wanted to make sure the rules were followed. She asked if the P&Z chairman had been invited to come tonight. She then asked Mr. Coker if was able to provide information.

Mr. Coker responded yes, he was.

No additional speakers came forward.

Mayor Short closed the public hearing

**6.18. Discussion and Action Regarding Proposed Revisions to Chapter 14, Zoning Regulations of the McLendon-Chisholm Code of Ordinances**

**Council Member Herren made a motion to accept the proposed revisions to the Zoning regulations.**

**Council Member Herren made a motion to discuss this item.**

**Council Member Balkum seconded the motion.**

Mr. Coker reported that P&Z had workshops last year to discuss the proposed changes that were advertised. Then they had the public hearing on the 28<sup>th</sup> that was advertised. The redlines of both of these documents have been available.

Mr. Coker gave his report of recommendations for changes and revisions.

Council Member Balkum asked when the changes will go into effect.

City Attorney Halla answered when the Code of Ordinances is approved.

Council Member Balkum asked if existing properties would be grandfathered.

City Attorney Halla answered yes, but if any changes were made, it would have to be made compatible.

City Administrator Palomba stated what is existing will stay as is.

Council Member Herren withdrew his motion.

**No Action Taken**

**6.19. Public Hearing – Revisions to the Official City of McLendon-Chisholm Zoning Map**

Mayor Short opened the public hearing.

No comments were received.

Mayor Short closed the public hearing.

**6.20. Discussion and Action Regarding Proposed Revisions to the Official McLendon-Chisholm Zoning Map**

Mr. Coker reported that all changes have been made since 2007. This is an accurate reflection of current zoning.

**Council Member Balkum moved to discuss this item.**

**Mayor Pro Tem Turnbull seconded the motion**

Council Member Balkum asked if the map online is an interactive map.

Mr. Coker answered no, they can't do that right now. They have a lot of resources, but they don't integrate with each other.

Mr. Coker reviewed the suggested changes and answered questions.

**Council Member Balkum made a motion to approve the updated proposed zoning map.**

**Mayor Pro Tem Turnbull seconded the motion.**

**The motion carried unanimously.**

**6.21. Public Hearing – Revisions to the Official City Limit/Extraterritorial Jurisdiction (ETJ) Map**

Mayor Short opened the public hearing at 9:00 p.m.

No comments received.

The public hearing was closed at 9:01 p.m.

**6.22. Discussion and Action Regarding Proposed Revisions to the Official City Limit/Extraterritorial Jurisdiction (ETJ) Map**

**Mayor Pro Tem Turnbull made a motion to discuss this item.**

**Council Member Herren seconded the motion.**

Mr. Coker gave information and answered questions.

Mayor Short called a recess at 9:06 p.m.

Council reconvened at 9:16 p.m.

**Mayor Pro Tem Turnbull made a motion to approve the proposed revisions to the official City Limit/Extraterritorial Jurisdiction (ETJ) Map**

**Council Member Larkin seconded the motion.**

**The motion carried 4 in favor, 0 against (Bloom absent).**

**6.23. Discussion and Action Regarding Reconsideration of Council's Decision on February 26, 2019 to Send a Letter to Residents Who Reside on Substandard Roads**

**Addressed in Executive Session**

**7. EXECUTIVE SESSION**

- 7.1. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.074(1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Administrator/City Secretary; Assistant to the City Secretary; Building Permit Technician; Fire Chief/Fire Marshal; Assistant Fire Chief and Firefighters**

**The Council recessed into Executive Session at 9:30 p.m.**

**6. Reconvene Regular Meeting**

The Council reconvened the regular meeting at 10:50 p.m.

**7. EXECUTIVE SESSION ACTION**

**No Action**

**8. STAFF REPORTS**

- 8.1. 1<sup>ST</sup> Quarter Investment Report**
- 8.2. Financial Reports for January 2019**
- 8.3. Building Official Report January 2019**
- 8.4. McLendon-Chisholm Fire Rescue Run Reports for January and February 2019**
- 8.5. Sheriff Report for January 2019**

**All Reports were addressed at the March 11 meeting.**

**9. UPDATES, DISCUSSION AND DIRECTION TO STAFF**

- 9.1. McLendon-Chisholm Fire Rescue**
- 9.2. Subdivision and Zoning Regulations and City Map Updates**
- 9.3. iCompass Streaming Implementation**
- 9.4. Upcoming Request for Proposals and Qualifications**
- 9.5. Future Agenda Items**

**All reports were addressed at the March11 meeting.**

**10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**

**10.1. Mayor's Announcements including events, area happenings, and general information**

**No Report**

**10.2. Council Member Balkum's announcements including Communications, Community Engagement, Keep McLendon-Chisholm Beautiful Committee, MC50 Committee, and Veterans Memorial Brick Campaign Committee**

**No Report**

**10.3. Council Member Larkin's Announcements including NCTCOG 9-1-1 Board and Veterans Memorial Brick Campaign Committee**

Council Member Larkin reported there have been 986 bricks ordered at a cost of \$1.35 each. The bricks will be delivered in another week. He displayed the 4x8 brick which will display a veteran and cost \$50.00. The American Legion has offered to have the funds channeled through them and that will make a tax-deductible donation. The cost for installation will be around \$400.00. Mr. Larkin also displayed an 8x8 stone which will have sandblasted engraving. Forty of these corporate or "family" bricks have been ordered. An artist's rendering, created by Bob Herman's wife, was also displayed. The next step will be a marketing campaign.

**10.3. Mayor Pro-Tem Turnbull's Announcements including Budget and Finance**

**No Report**

**10.5. Council Member Bloom's Announcements including Economic Development Advisory Panel and Emergency Services**

**No Report**

## **10.6. Council Member Herren's Announcements including Roads and Transportation and Economic Development Advisory Panel**

Council Member Herren reported the Economic Development Advisory Panel had a meeting prior to the City Council Meeting. They established their vision and developed the objectives and goals of the panel.

Following is a recap of the results of this meeting:

- Economic Development Advisory Panel Vision Statement
  - The Economic Development Advisory Panel will advise City Council on strategies and actions to broaden and diversify the tax base through appropriate commercial and land development consistent with the historic nature and character of McLendon-Chisholm in collaboration with the City Council, Planning and Zoning Commission and City Planner to guide the Comprehensive Plan.
  - Goals / Priorities
    - Define the Economic Development Vision for the City of M-C
      - Define who we are as a city and a people
      - Define what M-C means in order to determine our Economic Development Vision and help develop our engagement strategy
    - Understand the upcoming changes within the City of M-C and growth in cities that surround the City of M-C
      - HWY 205 Expansion and impacts on the City
      - Other road expansion like HWY 550 Expansion from two lanes to four lanes
      - Future Loop 17 south of the City in 2035 Roads Plan
      - Economic Development Plans within the Cities and ETJs surrounding M-C
    - Determine the areas within the City of M-C the citizens desire for Economic Development and Growth to take place
      - Based on the changes that will happen in and around M-C
      - Based on citizen input
      - Based on the Best Practices and Standards of advisors
    - Use the Economic Vision, Planned Changes in and around M-C and identified locations for economic development with M-C findings to develop the next M-C Comprehensive Building Plan Strategy
      - The M-C City Council will utilize this CBP Strategy to provide guidance and direction to the City Planner and Planning and Zoning Committee in the development of the next M-C Comprehensive Building Plan

**11. ADJOURN**

**Mayor Pro Tem moved to adjourn the meeting.**

The meeting adjourned at 10:50 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Lisa Palomba, City Secretary

\_\_\_\_\_  
Keith Short, Mayor

DRAFT



**2019 STATE OF THE CITY ADDRESS**

**MAYOR KEITH SHORT**

**Presented March 12, 2019**

Fellow citizens, today marks my first State of the City address to you to report on the status of our city, our shared accomplishments and our collective vision for a better future for McLendon-Chisholm. Providing the Mayors annual assessment to the citizens of our city is a practice that was started by Mayor Steinhagen two years ago and I will continue this tradition as long as I have the privileged to hold this office.

When sworn into office last May, I was a newcomer to both politics and the role of Mayor. While having an extensive background in law enforcement and public safety, this last eight short months has been a learning experience and I appreciate the patience of Council, City Staff and our citizens as I gained greater proficiency in executing the duties of mayor. Every day I am humbled by the confidence displayed in me by my fellow citizens, every day I am honored to represent each of you as we conduct the business of our city and every day I am grateful to our God for our nation, its liberties and freedoms. I promise to each of you that I will continue to serve the people of McLendon-Chisholm first and foremost.

I entered office, critical of policies of the past, which I believe had failed and divided our city. My campaign theme as "Unity in our Community," and I remain committed to promoting this spirit of partnership and cooperation. While I always try to conduct myself in a civil manner even when we disagreed on a policy and implementation, I acknowledge there are times I failed to maintain this standard. For those moments I am sorry and tonight

**ATTACHMENT A**

recommitment myself to a higher standard. As we celebrate our 50<sup>th</sup> anniversary of incorporation, I invite each member of Council to join me in recommitting to maintain civility and render respect to each other, city staff and each citizen of our wonderful city. My focus remains unifying our city, healing any divides and where disagreements exist, to forge a workable solution that benefits all involved. I also propose, in this same spirit, that we move forward as partners with our sister cities and the County. By forging a partnership based on mutual respect, can we find the answers to pressing issues to allow McLendon-Chisholm and our County to grow and prosper to achieve a brighter future which is one of the keystones of the great American dream.

Last year we promoted Lisa Palomba to the position of City Administrator. Lisa has been tremendous in her new role and we appreciate all she does for this council, but more importantly, for every resident in McLendon-Chisholm. We also recently completed the process to hire a new city attorney, Mr David Halla of the Halla Law Firm. We look forward to working with David. He is knowledgeable and brings significant experienced in municipal law while understanding the culture and climate of Rockwall County and McLendon-Chisholm. We hired a new trash and recycling vendor, Community Waste Disposal. As with all transitions there were a few bumps in the road and we are committed to working through each one to favorably resolve to the benefit of each citizen. If citizens are still having issues, they should contact city staff so the issues can be addressed. CWD is well established in North Texas and experienced in several cities in the area, we anticipate a long and rewarding relationship with them.

## ATTACHMENT A

One of our major highlights is the establishment of a Municipal Fire Department, the McLendon-Chisholm Fire Rescue or MCFR as mandated by the Ordinance 2018-01 which was put in place by Mayor Steinhagen and City Council on April 4, 2018. Ultimately, creating this department resolved the question of fire service and emergency response for our city and Fire District 22. It allowed us to return to a normalized relationship with Rockwall County for coverage of the unincorporated areas and allow all citizens to sleep at night knowing their families and possessions were protected. While there are still issues to work through, it also secured a clear future for fire protection and emergency services. Normalizing MCFR will establish greater budget predictability year-to-year and should also eliminate much of the counterproductive political debate. Now our citizens own the fire department and it will be their voices, as orchestrated by Chief Jim Simmons that will define requirements and set service levels.

The journey to establish a fire department proved more difficult and thorny than many expected, however in the end, Chiefs Jim Simmons and Patrick Murphy were able to rise above the turmoil and work together to forge a successful merger that provided a workable solution which benefitted our citizens and our beloved firefighters. We owe them our “thanks” for a job well done. Unfortunately mistakes were made through this process, including the unnecessary expenditure of your tax dollars due to hasty and rash decisions. Every citizen in McLendon-Chisholm has my commitment to never allow this to happen again while I am Mayor. Public safety and fiscal responsibility are two hallmarks of successful cities. We will deliver on both. I have complete confidence in Chief Simmons and all of our firefighters and know he is committed to creating the best Fire department in Rockwall.

**ATTACHMENT A**

We have worked to maintain a reasonable property tax rate. Yet in establishing the 2018-2019 Fiscal Year Budget, I was disappointed Council did not seize the opportunity to cut the effective tax rate in keeping with rising value of our property values. As we create next year's budget, you have my pledge to work to reduce spending wherever possible and strive to reduce the overall tax rate.

As we look forward, McLendon-Chisholm is a growing city, with population estimates of just over 3,000 residents; as measured by percentage of growth, our small city is the fastest growing in Rockwall County. This means we must plan for the future or it will simply overtake us. We should never let others make our decisions; I believe we must make and own our destiny. This means we need to carefully plan for what comes next. My greatest concern is the divisive nature of the political environment at all levels of government across our nation and state will have a chilling impact this can have on our national economy. The last few months of last year showed that an economic downturn, while not forecast to happen in the near-term, could occur and therefore we need to prepare the city should we experience a slowing of our regional or local economy.

Many citizens have commented to me that they feel they lost control of even the most basic decisions made by their government about essential services while at the same time they see the demand by government for more of their money. Our commitment must remain the best possible services at the lowest possible cost. I am committed to budgetary discipline that has been lacking. Our city budget has almost doubled since the 2014-2015 fiscal year. I have spoken to many residents whose's property taxes have more than doubled from 2014 to 2018 without any substantial change in city services.

**ATTACHMENT A**

Excessive spending must stop and I ask the City Council and City Staff to find ways to reduce spending. Moving forward we will force the justification of every dollar spent and focus on reducing spending. Governments have a habit of spending more of your tax dollars while claiming conservative virtues. I am committed to “walking the talk” and make sure we constrain future budgets, with the goal to reduce spending.

I will seek greater balance in our sources of revenues. To successfully execute our budget this year requires new home construction to maintain pace with prior years. As I highlighted, the last six months reminds us that we can economic downturns can occur suddenly with little warning and therefore we need to ensure the city’s revenue sources are balanced and based on realistic forecasts.

By focusing on economic development we can lessen the burden on homeowners and the city’s dependence on home property taxes. We have created an Economic Development Committee and charged them to develop make recommendations to council for ways to improve economic development and attract businesses which aligned with the rural lifestyle we enjoy, our free market culture and family orientated community. My faith in the citizens of McLendon-Chisholm is boundless. We seek to leverage the private sector to successfully move our community forward and we seek successful churches, businesses and non-profits that help our community grow smartly.

The expansion of State Highway 205 and the pending improvements along FM 550 will bring more vehicle traffic to our city. This provides us opportunity to thoughtfully grow our business base that will reduce the tax burden being

**ATTACHMENT A**

disproportionally placed on home owners. To this end, I will direct city staff to coordinate with the Planning and Zoning Commission to begin working to update the 2015 Comprehensive Plan for our city. This plan serves as the guide for our future development and redevelopment that reflects the goals and objectives that align with our citizen's vision for the future. I will request Planning and Zoning be positioned to deliver this later this year for Council's consideration.

Finally, this year is the 50<sup>th</sup> Anniversary of the creation of McLendon-Chisholm. We are very proud of those who have brought us to this place and time. This year we will celebrate our accomplishments while refocusing on that which brings us together as a community. We have organized a McLendon-Chisholm 50 Committee to begin planning a fall celebration where we can come together in fellowship and rejoice in living in the best city in Rockwall County. For those who wish to participate on this committee, please contact Lisa Palomba, City Administrator.

In conclusion, our future is bright! As we enter 2019, your city staff is hard at work to create a great place to live, raise a family and enjoy affordable country living. I am committed to partnering with our citizens to move us forward. I am reminded every day that I am not perfect, yet through God's grace and understanding, together we move forward to realize McLendon-Chisholm as a fantastic place to call home.

God bless you and thank you for listening.

## Public Statement | 3<sup>rd</sup> Annual Citizen Survey By: Council Member Balkum

After reviewing information regarding a Council Member providing an earlier draft version of the survey to a citizen, I decided to share a public statement regarding the 3rd Annual Citizen Survey. The purpose of my statement is to bring clarity and to debunk those whose favorite past time is speculating and sharing misinformation about myself and other City Council Members.

As a Council Member I represent everybody. I do not represent a clique, nor do I have a speechwriter. I feel that one of the most important jobs of a Council Member is to aggregate information from multiple sources of citizen input and use the aggregate data when preparing to deliberate the various agenda items addressed by the Council. For me these sources include responses from eblasts, one on one meetings with citizens, social media information, town halls and most importantly city surveys. The varied sources provide me greater input from a broader demographic. Rather than relying solely on input from townhall meetings, or public hearings which are so notorious for presenting a vocal minority position that the TML Handbook for Council Members and Mayors explicitly cautions council members from being swayed from such events.

If we took a head count on how many people actually attend a council meeting it is not a packed house. We may have 1 or 2 consistently. Sometimes we may have 10 and on certain meetings we may have a topic that we will have 40 to 50 people in attendance. But that is very rare. Our last town hall meeting we had approximately 40 people. 14 spoke. And only 9 of those who spoke were citizens of McLendon-Chisholm.

On September 5, 2018 a Council Member stated his biggest take away from the Town Hall meeting is that citizens expect and deserve a plan. He believes they have all the information they need to make a decision and it points towards a merger. The truth is we received **more response** from the 2nd Annual Citizen Survey that supports the City's direction to start a city owned fire department. The Town Hall did not showcase the actual input from citizens as well as sharing a presentation that was not verified or had an approved budget. **See page 61 on the 2<sup>nd</sup> Citizen Survey that shows 67.17% SUPPORT out of 471 responses from 1,968 invitations were asked, "Would you support the City forming a Fire/Rescue/EMS department, led by an experienced and qualified full-time Chief whose focus will be to build the largest, best, equipped, most highly trained all-volunteer department in Rockwall County? This department will welcome all career emergency services professionals, who reside in McLendon-Chisholm and surrounding areas and gratefully utilize their skills to support our volunteers in situations such as major motor vehicle accidents or structure fires?"**

## ATTACHMENT B

The survey would also serve as a guide before taking steps to plan and/or revise plans for the city. On September 11, 2018 the City Council voted in favor of issuing the 2018-2019 Citizen Survey. At that time a request was made to all Council Members and Mayor Short to contribute questions they felt needed to be included on the survey.

This request for the Mayor and Council to participate in compiling questions for the survey was repeated at numerous Council meetings following the September 11, 2018 meeting.

Council Members Larkin and Bloom along with Mayor Short have on numerous occasions stated their opposition to the survey for various reasons among which were; questions are repetitive, not actionable by the Council, and too expensive. However, rather than solving their perceived problems with the survey, they have chosen not to provide "fresh" questions to reduce the level of repetitiveness or questions they feel would obtain actionable citizen input, thereby making the survey, in their eyes, cost effective.

Mayor Short did not provide questions. Council Member Bloom did not respond until his March 11, 2019, email where he expressed his disapproval of the survey but did not offer questions or solutions. Council Member Larkin sent an email on January 21, 2019 stating his objections to the survey questions but offered none of his own. He repeated his objections in his email dated March 11, 2019, while yet again offering no questions of his own.

Last night Council Member Larkin stated that "he and Council Member Bloom were the only ones to respond to Lisa's request for feedback on the survey questions." I assume this was to distract from their lack of involvement since September 11, 2018.

The survey conducted by the city is similar to city elections and ballot initiatives, since respondents have complete control over their participation. Unlike a random sample poll, where a small sample is selected at random where everyone within the designated group has a chance of being selected, self-selecting surveys like this one invites participation from the entire citizenry.

### **Anonymity Increases Reliability**

Bottom line, people are often afraid to tell researchers or in our case the City Council what they really think. This is what is called "social desirability bias" — the idea that respondents give polling answers that for whatever reason they think will reflect well upon them. Instead, more people prefer the safe confines of an election booth to the risk of expressing their true feelings openly.

Respondents in previous surveys articulated the same kinds of sentiment where they talk of a familiar relationship with the very ones whose actions they rail against in the comment section of an anonymous survey. It is therefore reasonable to conclude that the only way



**ATTACHMENT B**

to discover the real feelings and opinions of people inside this community is through a mechanism that helps to ensure and protect a respondent's anonymity.

**Focus on Reliability**

For populations of less than 100,000, like McLendon-Chisholm, self-selecting surveys are the ideal way to gather public opinion. Though they take significantly more time to conduct, the results are typically more reliable than a random sample poll because respondents are demonstrating, by their participation, higher levels of interest in what is going on in the city than those who opt out.

A self-selecting survey, like this one, is a far more reliable way to sample the views of voters, since those who respond are likely to be the same ones to show up at the polls.

Recently, it has come to my attention that a former mayor created a sample survey and provided the results in a letter to Planning & Zoning. The results were listed but only 5 replied to this survey. And this same person gave the City Council criticism he is against our Citizen Survey. Then on January 8, 2019 he gave some ideas of what he would like to see in this next Citizen Survey. Which it was noted and applied in this current Citizen Survey. Then he continues to be against the Citizen Survey.

Well, as much as I can tear apart every point that was made in the emails. It is clear to me based on the evidence and discussion that Council Member Herman Larkin is not interested in representing the entire citizenry nor does he think that inviting the citizenry to participate in being informed about their local government. His actions alone by facilitating meetings and skirting the process of the City Council appointing citizens to committees is the same type of influences that continues to happen that got this City in trouble of the City Hall bond debt.

The intent of the Citizen Survey was to go out and solicit about upcoming events as well as invite citizens to get involved in their community.

To answer questions regarding the cost of the survey. I'm going to give you two figures. The City Administrator is going to make some purchases that I am not going to participate in.

The total amount of people who will be invited are 2603 Registered Voters and Property Owners

Online Survey Application Costs: \$899.00 (Annual fee)

Postcard Printing: \$166.03

Postcard Stamps (\$0.35): \$911.05

**TOTAL EXPENSE: \$1,976.08**

Or

2603 Registered Voters and Property Owners  
Online Survey Application Costs: \$899.00 (Annual fee)  
Postcard Printing: \$166.03  
First Class Letter Stamps (\$0.55): \$1,431.50

**TOTAL EXPENSE: \$2,496.68 City Council vs City Administrator To Create The Survey**

Having a member from the city council spearhead the creation of a citizen survey costs the City budget is \$0. However, if the City Administrator being involved in the creation of a citizen survey takes her time away from her current assignments and responsibilities as City

Administrator. So in discussion of the process this was addressed to prevent a walking quorum as well as an understanding of the role that will later be administered by the City Administrator by her being involved in having access to the application to upload the URIDs, prepare the postcard invitations with URID which is the key that the respondent would use to take the online survey. In addition to this I will mention that the lists were provided by the City Administrator which she obtained from the Rockwall County Elections office and Rockwall County Appraisal District.

Last year there was some issues where we had multiple invitations that were sent for the same person or married persons, because the lists were not scrubbed. So to assist in combining these two lists I spent many hours removing multiple names such as Mr. and Mrs. Joe Brown. So it will be just Mr. Joe Brown and Mrs. Jenny Brown. They should each receive their own invitation with their own URID #. That is what should happen when it is properly labeled through a mail merge and labeling the postcards.

**The Costs for having a third party contractor.**

There was an official presentation that was held on November 8, 2016 by a Fort Worth consultant ( ) which would have produced a survey but the costs were over

\$10,000 and that didn't include the invitation list that we have. There were other methodologies presented and it would not be as comprehensive as the surveys that we have. Months ago the City Administrator also made a similar suggestion, but again this was suggested after the fact of the Council agreeing to do a Citizen Survey on September 11, 2018 and for the purpose of the City Council to contribute their information to the Citizen Survey.

### Questions with Actions

As I briefly mentioned earlier about the fire department question. It was put on there because in October 2017 I presented a presentation that included a legal question to be answered. Such as can the fire department topic be placed on the general election 2018 ballot. Our city attorney gave the legal answer and said no. However, he confirmed my request that I listed in the presentation can we pose a question in the Citizen Survey. And he said yes. So, we did. The survey was created between November 2017 – January 2018. It was released in January 15, 2018. We received the results just after February 15. The former mayor gave us a sneak peek through the State of the Cities address which happened at the end of February 2018. The City Council proceeded to establish a city owned Fire Department.

There is a number of questions regarding the budget that was also asked. Such as since we do have unspent amount of monies we wanted to know what do the citizenry want us to do with the money? The City Council took action on it and we fulfilled that answer in 2018.

51% from the first City Survey respondents didn't want a Tax Rate increase to support the MCVFD budget.

44% only supported the City's Budget to increase the Fire Department Budget.

In our second survey:

65.89% we had support for allocating some of the monies budget for public safety to secure additional emergency medical services through Rockwall County EMS.

73.35% supported a feasibility study to determine the future needs for Rescue/EMS services and facilities as the City grows.

39.23% supported to put funds towards a city owned Rescue/EMS department and paying down the city hall debt.

25% Put the funds towards a city owned Rescue/EMS department.

21.11% Put money toward paying down the debt on the City Hall.

27% Waste Connections received 5 stars for their value.

31% Waste Connections received 4 stars for the value. That's 58%.

56% rated 4 to 5 stars for their customer service.

42% rated 5 stars for their day of pickup.

59% rated their time 4 to 5 stars of their pickup.

50% rated their bulky items pickup with 4 to 5 stars.

60% rated 4 to 5 stars for Recycling.

### Survey Results and Web Traffic

801 users have visited the citizen survey link on the website.

610 users have visited the 2017 – 2018 citizen survey link on the website.

## ATTACHMENT B

Finally, there are a significant amount of new questions in this survey. From informing the citizenry what your local government has done in 2018 as an option to participate to share that you are or not aware. This is the appropriate place to share that information. We should be the first ones to say here is what we have done. It's a cost-efficient method, because if we were to include that on a printed piece such as a newsletter that would be several pages of content. IF we were to do another newsletter, we can easily make reference to the survey results or go to the link to the website.

There are questions that are different than last year and forward thinking about our economics. I have been criticized and that is quite alright. Everyone has a right to their opinion. Even though I have opposition on this Council I'm still going to try to facilitate a transparent government. And even if this Council doesn't want the public to know what has transpired in 2018. I will find a way to have that information published. We had 23.83% that responded out of 1,968 last year. I'm hoping to continue to be above average in the response participation. Your opinion does matter. I encourage every person that receives an invitation to take the citizen survey.

## Public Statement | CWD

### By: Council Member Balkum

Thank you to those who have shared their feedback regarding our current waste and recycle services with CWD. I do hope that you do share your experience in the upcoming Citizen Survey.

Your information will be utilized in future discussions with CWD representatives to have remedied. It is the responsibility of the City Council to hold any and all contractors accountable for their service agreements.

If you are still having trouble with your service, whether it is billing or service please contact CWD Customer Service at (972) 392-9300. Choose option 2.

We have scheduled to have an X-Treme Green Event Scheduled for Saturday, June 8, 2019. This event is a one-stop place to dispose of household hazardous waste, automotive tires, used electronics and household metal goods. Confidential document shredding will also be available on site.



**CITY COUNCIL**  
**City of McLendon-Chisholm, Texas**  
**Meeting Minutes**  
**March 26, 2019**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, March 26, 2019, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

|                 |                |
|-----------------|----------------|
| Keith Short     | Mayor          |
| Adrienne Balkum | Council Member |
| Scott Turnbull  | Mayor Pro Tem  |
| Jim Bloom       | Council Member |
| James Herren    | Council Member |
| Herman Larkin   | Council Member |

|                |               |                                    |
|----------------|---------------|------------------------------------|
| Staff Present: | Lisa Palomba  | City Administrator/City Secretary  |
|                | Jim Simmons   | Fire Chief                         |
|                | City Attorney | Michael Halla (available by phone) |

**1. Call to Order.**

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

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

**3.** Mayor Short announced the Rules of Decorum are in place and are to be observed throughout the meeting.

**4. Citizen Comments**

Robert Davis, 1258 Livorno Drive. I'm here to talk about this animal control contract you're thinking about getting into. Personally, I like to get out and help others. I've been to animal control centers around. I've been to Terrell and Rockwall. I just visited Dallas today. So, it's a real thing to me about taking care of animals. First of all, I think the contract for this facility, I'm not for it because the distance is way too far, that's 76 miles away from here. If my dog or cat got out and was picked up, and they were to take my animal, my pet, 76 miles away, I would have to drive an hour and forty-five minutes just to get there. If I get off at 4:00, maybe 5:00, that's a little too late for me to get there in time. If we had a contract with Rockwall, that's a different deal, that's just down the road. So, it's too far away. Even in moderate traffic, it's an hour and forty-five minutes from here. The price is ridiculous. It's \$450 per call. Once a week would put you at nearly \$25,000 a year. I think when I was talking to Lisa, she said that the one we had talked about with Rockwall going into would be \$30,000 a year. That's not much difference. And the reason you guys aren't getting calls up here at City Hall for animal control is because we don't have one. You're not getting any calls for police activity because we don't have

a police force. The same thing works with animal control. You don't have animal control, so you don't get any calls. I think that once you do get animal services, you will get calls. I've reached out to different areas around and I can't get anything to happen, for instance animal abuse. We don't have anything around here and we can't do anything about it. Also, the hours of operation for Rockwall, for instance, is eight to six, seven days a week. There's no one here at City Hall. I think we go into the contract and someone has to call City Hall for someone to call them, for them to come down here and do anything. That's about an hour and forty-five minutes just to get down here. Who's going to say someone is going to answer the phone with one and a half people working here and nothing can happen on the weekends. There's two days when it's not going to happen and most of the calls are going to happen on the weekend. No one is going to be working at City Hall on the weekend. That's not going to fly for me. So, I think if you really want to do a contract, you should do one for Rockwall. It's just right up the road. Let's get together with a neighboring City. Their facility is nice, I've been there and it's really nice. If you think that \$30,000 is too high, then let's get them to go with \$27,000, maybe \$28,000. It's not that much different from once a week from the place up there near Cairo, Egypt, it being \$22,600 for once a week at \$450. That's to say you have one animal, what if it's a mother dog and she has puppies, are they going to charge \$100 per puppy as well? People dump dogs and animals all the time. That's going to run up a bill for the City. It's going to be more than what you think it is. As a citizen, I want control. I don't want to call up here to City Hall and have to wait for someone to answer the phone. Then I have to call back and ask if they really called. I've been waiting here for two hours to take care of the situation. I want control over it. They're my taxes that are paying for this. It's not their business why I'm calling anyway. It's between me and the animal control, not anybody else. So, what about animal abuse? Does the contractor really have control over that? I've called Rockwall Police Department before and they said they would take care of it. That was before they even opened up. If you really want to drive two hours and you really want to spend money on something, that's way up there, or you can go to Rockwall.

## **5. Approval of City Council Meeting Minutes**

### **5.1 January 22, 2019**

**Council Member Balkum made a motion to approve the minutes of January 22, 2019.**

**Council Member Bloom seconded the motion.**

**Motion carried unanimously.**

### **5.2. February 26, 2019**

**Council Member Balkum made a motion to approve the minutes with minor revisions.**

**Council Member Herren seconded the motion.**

**Motion carried unanimously.**

### **5.3. March 11, 2019**

**Council Member Balkum made a motion to approve the draft version of the minutes.**

**Council Member Larkin seconded the motion.**

**The motion carried by a vote of 4-0 (Council Member Bloom abstained)**

**5.4. March 12, 2019**

**Council Member Balkum made a motion to approve the draft version of the minutes.**

**Mayor Pro Tem Turnbull seconded the motion.**

**Council Member Larkin made one correction regarding the cost of installation of the bricks in the Veterans Memorial. The minutes reflect \$400 and it should actually be \$4,000.**

**The motion carried by a vote of 4-0 (Council Member Bloom abstained)**

## **6. Individual Items for Consideration**

### **6.13. Receive a Written Report from Fire Chief Simmons Listing Valuation of all McLendon-Chisholm Fire Rescue Controlled Fire Apparatus. Discussion and Action May Follow.**

Chief Simmons provided the following information regarding the rough estimated values on current vehicles:

- 1995 Pierce Engine E-41 - \$10,000 to \$15,000
- 2004 E-One Engine E-1 - \$50,000 to \$65,000
- 2004 F-350 Pickup Command Vehicle C-1 - \$22,000 to \$30,000
- 2006 F-450 Quick Response Square 1 - \$45,000 to \$65,000
- 2009 Chevy 3500 Brush Truck B-42 - \$45,000 to \$60,000
- 2014 Ferrara International Commercial Engine E-42 - \$150,000 to \$200,000
- 2017 Ford F-550 Skeeter Brush Truck B-42 - \$95,000 to \$120,000

Chief Simmons explained this information was provided from research of either the same or similar vehicles on several websites. These are not guaranteed prices, just rough estimates. He explained he spoke with a gentleman in the fire truck business, and he explained there is not a Kelly Blue Book way to value our vehicles. He provided the name of two companies to talk with and see if they would be interested in giving us approximate values.

Mayor Pro Tem Turnbull asked the Chief if he had contacted Skeeter.

Chief Simmons answered he had not.

Mayor Pro Tem Turnbull asked him to do that.



Council Member Balkum asked if there isn't a blue book.

Chief Simmons stated that is correct.

Council Member Balkum asked if he had ever talked to Aaron Wright

Chief Simmons asked if she was asking about with TxDOT.

Council Member Balkum answered yes.

Chief Simmons stated TxDOT did not have anything to do with the valuation of the trucks.

**No Action**

**6.14. Receive a Written Report from Chief Simmons Regarding the Transfer of Remaining McLendon-Chisholm Volunteer Fire Department Assets to the City. Discussion and action may follow.**

Chief Simmons reported that the transfer of Engine 42 is currently in progress. It should be completed by the end of March.

Regarding the transfer of any cash assets, Chief Simmons stated that on March 1, 2019, an email request was submitted to MCVFD regarding the cash assets. The following week, City Administrator Palomba was directed by Mayor Pro Tem Turnbull to have City Attorney Halla handle the transfer of cash assets. Since that time, he has not been updated on any action taken.

City Administrator Palomba was directed to contact Halla for a status update.

**No Action**

**10.3. McLendon-Chisholm Fire Rescue Report for February 2019**

Chief Simmons reported they have the incident report and the incident type breakdown chart. The incident report is now in chronological order, but he cannot make any changes to the incident type column.

Council Member Herren expressed that the codes don't mean anything to them. He would like something to correlate the report with.

Chief Simmons stated he would continue to work on that. He will write it out if he has to.

**No Action**

**11.1. McLendon-Chisholm Fire Rescue**

**No direction to Staff.**

**6.10. Update on iCompass Implementation**

Council Member Balkum requested an update on the implementation of video streaming of Council meetings.

City Administrator Palomba reported it should be up and running by the next meeting.

Michelle Cooper with iCompass was present to answer any questions.

Council Member Balkum asked if the encoder was not working properly.

Ms. Cooper stated they had receive a batch of bad encoder from the manufacturer. She also stated they should be up and running by the next meeting.

#### **No Action**

Mayor Short called a recess at 7:13 p.m. The Council reconvened at 7:24 p.m.

#### **6.1. Discussion and action regarding award of contract to My Computer Guy for Information Technology Services**

Bill Hair, My Computer Guy, was present to answer questions.

Mayor Pro Tem Turnbull stated that one of the things they had talked about last year was getting an actual network map for all the devices we have and what they did and how they're connected. To my knowledge that has never been done. Is that correct?

Mr. Hair reported there is a network map that we can generate, but it is not a detailed network location map. We can give you one that details what they do.

Mayor Pro Tem Turnbull asked if he can provide us with that APs functionality, what segment it's connecting to, and are we doing any of load balancing so that when guests connect to the guest network it's not taking down our portion of the network?

Mr. Hair answered yes, we have limited the guest network to 15% and it can be increased if needed.

Mayor Pro Tem Turnbull asked if all the desks computers are connected wireless or are they wired?

Mr. Hair stated most of them are connected wire. You get better performance if they're connected wired plus they are more secure.

Mayor Pro Tem Turnbull asked if he is still recommending that we purchase secondary equipment for cloud back-up in case of a disaster.

Mr. Hair stated that with the disaster backup system, they can be virtualized and actually work from home.

Mayor Pro Tem Turnbull asked what network that would be.

Mr. Hair stated it would be data cloud. Staff could work at home from the most recent backup. Work stations backup every hour.

Council Member Balkum stated they have been having problems connecting to the internet during council meetings. Will the TV system be able to be connected?

Mr. Hair responded that is a totally different connection.

Mayor Pro Tem Turnbull asked why we aren't using the government plan?

Mr. Hair stated that we can and we are working on that.

Mayor Pro Tem Turnbull pointed out that three of the Council have e-mails with the first name at McClendon-Chisholm. He asked why it isn't possible to do an alias that states the council member's name and points to a static account on the mail server.

Mr. Hair stated that is very easily done.

Mayor Pro Tem Turnbull stated the mail boxes should be set up for Places, Mayor, Council Members, and Staff and then the aliases change with people. But there shouldn't have to be anything changed on the mail server other than the alias.

Mr. Hair responded that as you add a new Council Member or make a change, if you will let them know the Council place they are in and the name of the person, they can set that up any time.

**Council Member Bloom made the motion to award a contract to My Computer Guy for Information Technology Services.**

**Mayor Pro Tem Turnbull seconded the motion.**

**The motion carried unanimously.**

**6.2. Discussion and action authorizing the City Administrator to enter into an agreement with All American Dogs for limited animal control services.**

All American Dogs provided a contract as follows:

- Pricing: \$450 Per Call includes the removal of one animal; each additional animal removed will be charged \$175.00 for dogs and \$100.00 for cats.
- Qualifications:
  - Founded in 2007, facility located in Pilot Point, Texas
  - Stated Certified and inspected by Department of State Health Services.
  - 73 individual inside temperature controlled dog runs and outdoor exercise areas
  - 16 Certified Rabies quarantine runs
  - 5 full Time and 5 Part Time (30 hours) Certified Animal Control Officers
  - 4 State Certified Code Enforcement Officers
  - 3 Full Time, 3 Part Time Kennel Attendants
  - 24 hour on-site supervision
  - 24 hours 7 days a week emergency response

City Administrator Palomba reported she had contacted Bob Mathews with All American Dogs and attempted to reach a compromise on price. He indicated he can't come off the \$450 per call. I recommend we don't call unless the dog is contained.

Council Member Balkum asked who would make the call.

City Administrator Palomba responded that the Sheriff would call if there is an aggressive animal. Otherwise, the Chief and/or I will decide to make the call. We will only call if the animal is injured, sick, aggressive or in the event of a serious animal welfare situation.

Council Member Bloom asked what hours calls would be made during.

City Administrator Palomba responded the Sheriff's office could call 24 hours a day.

Council Member Balkum asked if there is a law or something about animals in the sheriff department vehicles.

Mayor Short answered that the sheriff's vehicles are for law enforcement, not for animal control and it is discouraged from putting them in there because there have been cases where people are put in there shortly thereafter who have animal allergies and they have

a serious reaction. You may not have time to clean out and sanitize that back seat before your next call. So, it is highly discouraged to have them put those animals in the cars.

Council Member Larkin stated that, obviously, we all realize this is not where we want to be. However, this is a band-aid. Since there is a no-minimum number of calls or a minimum charge per month, I see this as \$450 per call. We can continue to look for a better solution and we need to continue to look for a better solution. I don't agree with it being in Pilot Point, but we have stretched ourselves out looking for options. I don't see it as a problem to agree to the \$450 price per call now. But, we need to continue to look for a better option because right now this is all we have. I realize that the number of calls may pick up if we get better service. I don't agree with a long-term contract, only \$450 per call in the situation we're in. We can continue to look for a better solution. I think this shows that we've taken the first step and I think at this point that's about as far as we can go.

Council Member Balkum asked Lisa if she had mentioned something about \$75,000 per year.

City Administrator Palomba responded she had contacted everyone within a 30 mile radius to inquire about animal control services. The minimum amount was \$30,000 which included a portion of a salary, benefits, truck, and facility charges. We would be sharing the officer with other cities.

Council Member Balkum asked Mr. Davis what the name of the company was that he was referring to, that he recommended to Lisa.

Mr. Davis responded it was Rockwall.

City Administrator Palomba recommended waiting for the representative from All American Dogs to arrive before making a decision.

**Mayor Pro Tem Turnbull made a motion to table this item until a representative of the company arrives.**

**Seconded by Council Member Larkin.**

Mayor Pro Tem Turnbull asked if when the city is billed, can they turn around and bill the citizen.

City Administrator Palomba answered yes, they can. City Attorney Halla says the City can and should attempt to cover our costs if at all possible.

**Motion carried unanimously.**

**Discussion of this item was resumed at 11:21 p.m.**

The representative of the company never came to the meeting

**Mayor Pro Tem Turnbull made a motion to use All American Dogs on an as needed basis.**

**Council Member Larkin seconded the motion.**

**After additional discussion, Mayor Pro Tem Turnbull amended his motion to authorize Lisa to renegotiate the contract to make it more specific.**

**Council Member Larkin seconded the amended motion.**

**The motion passed unanimously.**

**7. Executive Session**

**7.1. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding ranking, negotiating and award of contract to consultants for City Planning and City Engineering Services.**

**7.2. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.074(1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Administrator/City Secretary; Assistant to the City Secretary; Building Permit Technician; Fire Chief/Fire Marshal; Assistant Fire Chief and Firefighters.**

**Council adjourned into Executive Session at 7:19**

**8. Reconvene Regular Meeting**

**The council reconvened into regular session at 7:37 p.m.**

**9. Executive Session Action**

**No Action**

**6.3. City Planning Services Presentations**

**The following four planning firms were present to make presentations before the Council:**

- 1. I-RAOS, Inc.**
  - 8625 Orchard View Lane, Pearland, Texas
  - Presentation made by Lata Krishnarao, Principal & CEO
- 2. Masterplan**
  - 900 Jackson Street, Suite 640, Dallas, Texas
  - Presentation made by Dallas Cothrum, Ph.D.
- 3. Firm Ground Planning**
  - 14700 Valley View, Forney, Texas
  - Presentation made by Matt Donnell, Principal

4. Michael R. Coker Company
  - 3111 Canton Street, Suite 140, Dallas, Texas
  - Presentation made by Michael R. Coker, President

**No Action Taken**

Mayor Short Called a break at 8:52 p.m.

Council reconvened at 9:03 p.m.

**6.4. City Planning Services. Discussion and Action Regarding Review of Qualifications received for Planning Services.**

The four planning firms fielded questions from the Council.

**6.5. City Engineering Services Presentations.**

The following four engineering firms were present to make presentations before the Council:

1. EST Comprehensive Engineering Services
  - 3522 Sam Rayburn Hwy., Melissa, Texas
  - Presentation made by Shawn Napier, P.E., Municipal Division Manager
2. Nathan D. Maier Consulting Engineers, Inc.
  - 12377 Merit Drive, Suite 700, Dallas, Texas
  - Presentation made by Douglas Showers, P.E., Senior Project Manager
3. Freeman-Millican, Inc.
  - 12160 N. Abrams Rd., Dallas, Texas
  - Presentation made by Larry Freeman, P.E., Project Engineer
4. Douphrate & Associates, Inc.
  - 2235 Ridge Road, Suite 200, Rockwall, Texas
  - Presentation made by Doug Douphrate, P.E., President

**No Action**

**6.6. City Engineering Services. Discussion and Action Regarding Review of Qualifications Received for City Engineering Services**

The four engineering firms fielded questions from the Council.

Mayor Short called a recess at 11:15 p.m.

Council Reconvened at 11:21 p.m.

**6.7. Discussion and Action Mandating Exclusive Access and Management of Official City Social Media Pages and Websites to Non-Elected City Staff**

Council Member Bloom stated this has been brought up a few times. I am a fan of posting official business, but It should be posted by city staff only. City officials shouldn't be

posting on the City social media page. If officials have something they want to share, they should do it under their own name.

**Council Member Bloom made a motion to discuss action mandating exclusive access and management of official City social media pages and websites to non-elected City staff.**

**Council Member Larkin seconded the motion.**

Council Member Herren stated the only problem he has with this is we don't have very many employees and our city staff has a lot to do already. My concern is we are adding more responsibility to our city staff without asking the staff if this is something they are comfortable with doing. I don't want to create a requirement that's going to force us to hire somebody to do a job because we don't want to increase the size of our government just because we don't want our elected officials to maintain our social media. I think we should reach out to our staff and ask their opinion.

Council Member Bloom stated the information should be pretty basic. I don't think it would be a burden on Lisa.

Council Member Larkin asked the City Administrator if he is correct that she doesn't even have the password to our facebook page.

City Administrator Palomba answered she did not.

Council Member Balkum stated that nobody has an access password. You have to be assigned as an admin with any type of fan pages.

Council Member Larkin stated that someone has to have control and asked if you can select and delete admins. He also asked who created the page.

City Administrator Palomba answer she did not know.

Council Member Balkum stated that you have to keep in mind that you have to have someone else on there because if she doesn't answer, people want answers right then. Also, if she's sick and we need to put information on there, you have to have another person on there.

Council Member Bloom stated he agrees. He just doesn't think it should be an elected official.

Council Member Balkum reminded them we have a small staff.

Mayor Short called for a vote on the motion.

**The motion failed by a vote of 3-2 (Councilmembers Balkum and Herren, and Mayor Pro Tem Turnbull voting Nay) (Council Members Larkin and Bloom voting Aye).**

**6.8. Discussion and Action Regarding a Resolution Rescheduling Regular City Council Meetings in April, June, July, August, September, and November**



**2019 in Order to Accommodate Council Member Jim Bloom's Firefighter Duty Schedule**

Mayor Short stated before we discuss this, he has to make one remark. I understand that the council, throughout the years, we have juggled some dates around, we've added some dates. The thing is, each and everyone of us is an elected official and we knew when we were elected that there were two scheduled meetings a month and what those dates were. We knew what we were getting into. If we change these dates to accommodate one individual's schedule, then the next person whose job responsibilities may change, we have to do it for all. If we do it for one, we have to do it for all. We can't selectively do it for one individual.

Council Member Bloom stated he can't choose to take off early. They did this in 2018.

**Council Member Bloom made a motion to move forward with this discussion.**

**Council Member Larkin seconded the motion.**

Mayor Pro Tem Turnbull stated the only thing he wanted to say is ditto to what the Mayor said.

Council Member Bloom responded that his is a unique situation. He is on duty 24 hours.

Council Member Larkin stated he supports Council Member Blooms desire to have the meetings on different days from his perspective. However, I think it's very important that we have our council meetings on Tuesday. I think the citizens should know when our meetings are. For the benefit of our citizens, we should leave the meetings on Tuesdays.

Mayor Pro Tem Turnbull stated that for the existing regular meetings, he agrees with the Mayor. Anytime we do special meetings or if we do additional meetings, work schedules should be taken into consideration to those because they weren't on the schedule when you ran. I think, unless they fall on Christmas like they did this year, we should leave the regular meetings like they are.

Council Member Balkum asked if we didn't try to do video conferencing for Council Member Bloom.

Council Member Bloom responded yes.

Mayor Short stated he thought there were some issues with the video conferencing at that time.

Council Member Balkum asked Council Member Bloom if he was willing to do video conferencing.

Council Member Bloom answered yes, he was.

Mayor Pro Tem Turnbull asked Mr. Bloom if he wants to withdraw his motion.

Council Member Bloom withdrew his motion.

**No Action**

**6.9. Update on Council Chambers Audio Equipment**

City Administrator Palomba reported they are still having some feedback issues. Axios has been out twice. There is also recording problems with the box. They are having to special order the equipment.

Mayor Pro Tem Turnbull asked if there was a different piece of equipment they could use on a temporary basis.

City Administrator Palomba responded she would see.

Mayor Pro Tem Turnbull stated it is more than likely they have something they can bring out and if that doesn't fix the problem, then they know that's not the problem.

Council Member Balkum stated she has been dealing with this for a couple of years now. She thinks if this doesn't get it fixed, we should re-evaluate the system. She further stated we need an audio expert.

City Administrator Palomba responded that's what they are.

**No Action**

**6.11. Discussion and Action Regarding Recommendations of the Veteran's Memorial Committee**

Council Member Larkin presented the following recommendations from the Veteran's Memorial Committee:

1. Focus first on bricking the earthen area around the existing MC Veterans memorial donated by the Daughters of the American Revolution.
2. Offer individual bricks for engraving (three lines each) honoring a living or deceased veteran for \$50.00 each.
3. To defray the site preparation and installation costs, the Committee recommends offering a limited number of 8"x8" pavers that can be purchased by families or sponsors for a minimum of \$200.00. The cost of each paver is \$3.25. The committee estimates at least ten pavers will be sold based on initial expressed interest.
4. Packer Brick has quoted a price of \$1.35/brick for high quality bricks in a variety of colors. Two bundles (972 total bricks) of new 4"x8" bricks in the 52-Majestic color have been ordered. Additionally, 40 8"x8" pavers in the 53-Cimmerean color have been ordered at a cost of \$3.25/paver. The total for the order will be for a total of \$1,492.20 including delivery. We have not yet been billed and NO money has been disbursed.
5. A local vendor, Brick and Stone Graphics of Garland, has been identified who can engrave the bricks at a cost of \$20 per 4"x8" brick and \$32 per 4"x8" paver. Engraving is accomplished using a sand blasting technology. Our evaluation of the sand blasting versus laser engraving has shown that the sand blasting is extremely

precise and results in a deeper engraving into the stone. The estimated time to engrave 100 bricks is two weeks once the bricks are supplied and the engraving text is approved.

6. The recommendation is to provide a minimum of 6" base of reinforced concrete to support the bricks which would be mortared in to ensure durability and stability. The initial estimate for site preparation/concrete foundation is \$3900 and an additional \$1550 for installation of the bricks. Pending Council approval, other vendors will be researched.
7. The Rockwall Terry Fisher American Legion Post has also offered to donate funds to prepare the site and install the bricks. This Post has a history of supporting public projects that create a special place for veterans to be recognized and honored (for example the County Veterans Memorial and flag poles at the County Library). The committee is prepared to approach other local nonprofits that support these types of efforts (Rockwall Lions Club, Rockwall Historic Foundation, etc).
8. The committee recommends honoring the 33 veterans interned at the Chisholm Cemetery and pending Council approval, will seek to work with known families or citizens who want to honor these heroes. The Chisholm Cemetery contains veterans of each conflict in American history back to the War of 1812.
9. Once Council approves moving forward, the committee will create an advertising campaign using traditional media and social media, while working with local organizations to solicit the first 30 orders, the committee recommends a minimum of 30 and believes this can be quickly achieved.
10. Those who previously donated will either have their donations refunded or can use the existing donation to acquire bricks using the new price.
11. The total start-up cost for the campaign is estimated to be around \$7500 to purchase, engrave, and install the bricks. The project is expected to take 8 weeks to complete, including the initial advertising period.

The start-up cost would be off-set by a very large donation from the American Legion. The break-even point will be 150 bricks.

Council Member Larkin also reported they have a sample letter to go out to persons who have already bought a brick with their options. The committee wants to be as flexible as they can so everybody who has already participated gets exactly what they want.

**6.12. Discussion and action regarding a Resolution amending Resolution No. 2019-03 related to costs and purchasing of bricks, size of bricks and engraving method for the Veterans Memorial Monument.**

**Council Member Bloom made a motion to approve the Resolution amending Resolution No. 2019-03 related to costs and purchasing of bricks, size of bricks and engraving method for the Veterans Memorial Monument.**

**Council Member Larkin seconded the motion.**

Mayor Pro Tem Turnbull stated he did have some serious concerns.

**Council Member Bloom withdrew the motion.**

Mayor Pro Tem Turnbull stated he has concerns about number three regarding the 8"x8" pavers to be purchased by families or sponsors. I do not believe that the memorial should be turned into an advertising venue for anyone. I believe every name that's on there should be restricted to a living or a deceased veteran and that the only other symbols or wording that can be put on there are the symbols of the five branches. As far as the 8"x8" pavers, if somebody wanted to buy a brick and put the symbols on it, I would be okay with that. But, I don't think that anyone else, and I definitely do not believe we should have anything of sponsorships or advertisements on a memorial. That, to me, is extremely tacky. I do believe the Council has been cheated out of its ability to choose the color of the bricks, that was never brought to us. The six-inch base of concrete, I agree with that. I'm fine with the American Legion donating, as long as they realize they are donating and there won't be any recognition on the memorial for that donation. That's advertisement to me. As far as the 33 veterans, I'll take the three oldest that you have on your list. Hermann, I know that you moved fast on this because of what you felt was a necessity, but I really do think you over-stepped your authority.

Council Member Larkin affirmed that he admitted that.

Mayor Pro Tem Turnbull stated that if the Council says this all has to be put on hold until we approve it, that could be a consideration. I do have a question for Lisa. Since this is City property, a city activity, do we have to bid?

City Administrator Palomba responded she did not believe so, but would confirm that with the City Attorney.

Council Member Larkin stated he believes we should allow veterans' organizations to purchase bricks. The back of the monument we have now has an extremely large symbol and says Daughters of the American Revolution on it. It's the size of the entire monument. I see no reason if the Marine Corps foundation wants to buy a brick, they are honoring other veterans. I see no problem with the Kerry Fisher Post being able to buy a brick. They are donating money. The committee determined that all bricks will have a standard look and I showed the brick in here at a previous meeting, where the top half of the brick says "Honoring Those Who Have Served" and then three lines for the names. Other monuments give primary contributors some recognition.

Council Member Bloom stated he agrees with Mr. Turnbull. He asked if there is some way to restrict some sponsors.

Council Member Larkin stated he didn't know if we can constrict right now.

Mayor Pro Tem Turnbull stated it should only be a veteran's name. If it is any other wording, it is advertising. That sets others above the name of the veteran who is being honored.

Council Member Larkin asked if he thinks a family should be able to buy one and not have the family name on it.

Mayor Pro Tem Turnbull stated if they want to buy one for one of their veterans, they should buy it for the veteran.

Council Member Balkum stated the whole purpose of the memorial is to honor veterans. There should be no American Legion recognition.

Council Member Bloom pointed out they are not asking for anything. They are just offering to pay for it. This has been on the agenda a lot of times and the committee is just trying to get it done.

Mayor Short stated as a veteran himself, I don't know where we draw the line in the wording. I'm sorry, but I agree with a lot of what Mr. Turnbull is saying on the sponsorship side of it. It's one thing to have the name of a veterans' post or a veterans' organization on them, but where do we draw the line. It is going to be advertising at some point.

Council Member Larkin asked if we can approve certain paragraphs of this and move forward with approval?

Council Member Bloom pointed out that at Arlington Cemetery, all names are the same. You don't know what they were, just their name.

Mayor Pro Tem Turnbull stated the Vietnam Memorial is the same way – there is no rank. Nobody is above another. I think that's the way it should be. I could see letting organizations buy the large bricks and put an emblem on them.

**Council Member Bloom made a motion to table Items 6.11 and 6.12 until the next meeting.**

**Mayor Pro Tem Turnbull seconded the motion.**

**The motion carried by a vote of 4-0 (Council Member Larkin voted Nay).**

**10. STAFF REPORTS**

- 10.1 Financial Report for February 2019**
- 10.2 Building Official Report for February 2019**
- 10.4. Sheriff's Report for February**

**No Reports**

**11. UPDATES, DISCUSSION AND DIRECTION TO STAFF**

- 11.2. City Accounting RFQ Update**
- 11.3. Future Agenda Items**

**No updates, discussion, or direction to Staff**

**No Reports**

**12. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**

- 12.1.** Mayor's announcements including events, area happenings, and general information
- 12.2.** Council Member Balkum's announcements including communications, community engagement, Keep McLendon-Chisholm Beautiful Committee and MC50 Committee
- 12.3.** Council Member Larkin's announcements including NCTCOG 9-1-1 Board and Veterans Memorial Brick Campaign Committee
- 12.4.** Mayor Pro Tem Turnbull's announcements including budget and finance
- 12.5.** Council Member Bloom's announcements including Economic Development Advisory Panel and Emergency Services Corporation
- 12.6.** Council Member Herren's announcements including roads and transportation and Economic Development Advisory Panel

**No Reports**

**13. ADJOURN**

Mayor Pro Tem Turnbull made a motion to adjourn the meeting.

The meeting adjourned Wednesday, March 27, 2019 at 12:15 a.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Lisa Palomba, City Secretary

\_\_\_\_\_  
Keith Short, Mayor

DRAFT



# Masterplan

## AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (the “**Agreement**”) is made between **The City of McLendon – Chisholm** (the “**Client**”) and Dalclay Corporation DBA **Masterplan** (the “**Consultant**”). The Consultant and the Client are each a “**Party**” and collectively the “**Parties**.” The Consultant agrees to perform the scope of services as described in Section 2 during the term of this Agreement (the “**Services**”). The Client and the Consultant, in consideration of the mutual covenants and in accordance with the terms and conditions hereinafter set forth, agree as follows:

1. **Term.** The Consultant will be engaged under this Agreement for a term beginning on the date this Agreement is executed by Consultant (i.e. dually signed) and shall end upon fulfillment of the Services set forth in Section 2 of this Agreement, unless terminated sooner in accordance with Section 6 of this Agreement.

2. **Consultant Services and Responsibilities.** The Consultant agrees to perform in a professional manner and in conformance with the industry standards, such consulting services as the Client may request and Consultant accepts, including, but not limited to, those set forth in Exhibit A attached hereto [“Scope of Services”].

3. **Billing Procedures.**

(a) During the term of this Agreement, the Consultant will bill for Services based on the Consultant’s Hourly Tier Rates as follows. The tasks which fall under the Tier Rate are described in Exhibit A attached hereto [“Scope of Services”].

|                 |                  |
|-----------------|------------------|
| <b>Tier I</b>   | <b>\$ 80.00</b>  |
| <b>Tier II</b>  | <b>\$ 120.00</b> |
| <b>Tier III</b> | <b>\$ 160.00</b> |

(b) The Consultant will invoice the Client on or before the 5<sup>th</sup> day of each month subsequent to month which services are performed and each invoice will be due within 30 days of the invoice date.

(c) During the term of this Agreement, the Client agrees to reimburse the Consultant for all expenses including but not limited to printing, postage, graphic and presentation, and courier expenses reasonably incurred by the Consultant related solely to the performance of Services. The Client will pay for such expenses upon receipt of an itemized list of expenses. Fees for filings with any municipal or county government or other governmental agency, which are required to proceed with the Services covered by this Agreement shall be paid directly by the Client.



(d) Fees and expenses not paid within 30 days from the invoice date shall be subject to a \$10.00 late fee and shall also accrue interest at the lesser annual rate of 10% or the maximum legal rate until paid. All sums due and to become due are payable in Consultant's office in Dallas County, Texas.

4. **Independent Contractor.** The Consultant shall be considered an independent contractor and shall not act as an employee of the Client. The Consultant shall not be subject to the Client's employee policies and procedures and shall have no claim against the Client for any sort of employee benefits. Further, Client shall not control the details of Consultant's work.

5. **Confidentiality.** Whenever requested by the Client, the Consultant shall immediately deliver to the Client all such files, records, documents, specifications, information, and other items provided by the Client in the Consultant's possession or under their control.

6. **Termination.** This Agreement may be terminated by either Party 30 days subsequent to delivery of written notice from the terminating Party to the other Party. In the event of termination, the Consultant shall submit a final invoice to the Client for any Services and expenses through the date of termination for which the Consultant has not yet received payment. Within 30 days, the Client shall then pay the Consultant the balance of charges incurred prior to the date of termination.

7. **Results.** The Consultant shall exercise their best efforts to obtain a favorable result for the Client. By signing this agreement, the Client acknowledges that the Consultant cannot guarantee a favorable result because the final outcome is subject to the action of a governing body, discretion, and factors beyond Consultant's control. The Client agrees that the Consultant's professional fees and expenses are not dependent on a positive result and must be paid in full. Client understands that by signing this Agreement, Client gives permission to Consultant to advertise their results without using Client's name or exposing Client's identity.

8. **Entire Agreement.** This Agreement shall constitute the sole understanding of the Parties and supersedes all prior negotiations, statements, instructions, representations, or agreements, whether written or oral. No amendment to this Agreement shall be valid unless set in writing and signed by all Parties.

9. **Mediation and Arbitration.** The Parties agree to mediate any dispute arising out of or related to this Agreement prior to initiating any lawsuit or claim of any type. In this regard, the party initiating the claim shall provide written notice of its intent to pursue a claim to the other party and suggest three mediators in that notice. The responding party shall respond within three (3) days of receipt of the Notice with its selection of the mediator from the list provided. Failure to respond shall constitute an agreement to waive this mediation requirement and allow the initiating party to pursue its claim through the Court. This agreement shall be governed by the laws of the state of Texas. Any lawsuit, claim or other proceeding filed to enforce this agreement or arising out of the subject of this agreement, including the Consultant's handling of all actions on Client's behalf and/or the collection of fees against Client, shall be instituted and maintained only in Rockwall County, Texas.

|                                              |                                                            |
|----------------------------------------------|------------------------------------------------------------|
| DALCLAY CORPORATION<br>dba <b>MASTERPLAN</b> | CLIENT NAME:<br><b>THE CITY of McLENDON -<br/>CHISHOLM</b> |
| BY:                                          | BY:                                                        |
| PRINT NAME:                                  | PRINT NAME:                                                |
| TITLE:                                       | TITLE:                                                     |
| DATE:                                        | DATE:                                                      |

**BILLING INFORMATION**

CLIENT NAME: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

PROJECT MANAGER EMAIL ADDRESS: \_\_\_\_\_

PROJECT MANAGER PHONE NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER, if applicable: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PRIMARY BILLING CONTACT: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BILLING PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

BILLING EMAIL ADDRESS: \_\_\_\_\_

HOW WOULD YOU LIKE YOUR INVOICE TO BE PROVIDED? MAIL \_\_\_ EMAIL \_\_\_

TYPE OF WORK:

ZONING \_\_\_; PERMITTING \_\_\_; DUE DILIGENCE \_\_\_; PLATTING \_\_\_;

ABANDONMENT \_\_\_; OTHER\_X\_\_ City Planning and Development Review Services

PRIMARY MASTERPLAN CONSULTANT: Dallas Cothrum Ph. D.

**SCOPE OF SERVICES**  
**EXHIBIT A**

**Consulting Services**

**City Planning and Development Review Services**

Masterplan will investigate the current state of M-C in order to chart a course for the future that best serves the needs of the city. Importantly, the consultant will determine priorities of service, while developing a better understanding of the city's heritage, current ordinances, budgetary constraints, and other factors.

Masterplan would plan to seek City Council directive on priorities and then provide briefings on a regular basis on individual topics. The firm would make written recommendations at the end of the Discovery process, which likely could take more than a year.

**Group I—Discovery Services-- (may include the following but not limited to these services).**

**Billed at Tier III Rate of \$160.00 per hour.**

- Review current ordinances.
- Determine an appropriate thematic element to raise community awareness of the importance of the municipal planning process.
- Seek guidance on the pace and willingness of the community with regard to change.
- Monitor and understand legislative changes.
- Investigate census.
- Assess current electronic and GIS capabilities.
- Develop awareness of the city's organizational chart and interact with employees/consultants to understand how they participate in the planning process and how MP can make their work easier.
- Investigate how NCTCOG might be a helpful partner.
- Understand transportation and potential road improvements.
- Understand economic development needs and preliminarily assess feasibility.
- Understand retail development needs and the preliminarily assess feasibility.
- Review development fees and gain overall budget and tax awareness.
- Meet with a variety of stakeholders in person or telephonically.
- Develop a relationship and understanding of RISD and their planning processes and facility plans (as well as any impact Chapter 41 changes might have on the city).
- Evaluate safeguards against Fair Housing Issues.
- Evaluate the potential for alcohol sales by mixed beverage license and the impact on attracting high quality restaurant and retail uses.
- Evaluate and determine potential solution for the maintenance of private streets.

**Group II—Ongoing Services--as requested by City Council or City Administrator.**

**Billed at the Tier Task Rates as indicated below:**

**Tier I Tasks – Billed at a rate of \$80.00 per hour.**

- Respond to requests for zoning verification letters submitted to the City.
- Correspond with City staff or elected or appointed officials by phone or email.
- Conduct general research or data collection not related to zoning, platting or variance/special requests.
- Provide review comments to City staff and/or the applicant as instructed by the Client.
- Respond to general questions from the public.

**Tier II Tasks -- Billed at a rate of \$120.00 per hour.**

- Provide Planning Department review of site plans and site work permit applications. Provide review comments that identify required revisions and corrections per the Code of Ordinances.
- Provide Planning Department review of subdivision plats. Provide review comments that identify required revisions and corrections per the Code of Ordinances. Draft Planning report for plat requests for City review and action.
- Generate maps or demographic data using Geographic Information Systems (GIS) software.
- Support Building Inspection and City Engineering as needed. Review sign or fence permit applications for compliance with the City of McLendon-Chisholm and other regulations.
- Provide a response to official requests for City information.
- Develop submission packet, chart and timeline for zoning and development review process.
- Generate area of request and notice maps for zoning application requests.

**Tier III Tasks -- Billed at a rate of \$160.00 per hour.**

- Discovery Services as identified in Group I services above.
- Review zoning change applications and provide a report and recommendation for support or denial of the requested zone change.
- Review Specific Use Permit requests and provide a report and recommendation for support or denial of the request.
- Review Zoning Board of Adjustment Special Exception or Variance applications and prepare a report for consideration by the Board of Adjustment.

- Review miscellaneous development application or special request applications and prepare a report for consideration by the applicable board.
- Attend and provide support at public hearings, public meetings (i. e. neighborhood or stakeholder meetings), and meet with City staff, or members of City Council or any of the City appointed officials.
- Evaluate and provide input on economic development incentives such as Public Improvement Districts and Municipal Utility Districts.
- Draft notification letters for zoning and development applications.

**Group III--Special Project Services--(may include the following but not limited to these projects).**

**Special projects will be billed as a lump sum project fee or monthly fee as determined by separate project contract with the City Council.**

**Special Projects**

- Assistance with City staff with special planning projects.
- Review of the Comprehensive Plan or proposed revisions to the Comprehensive Plan and provide City staff with feedback and review comments.
- Review of Code of Ordinances and research and develop code amendments as directed by the City Council.
- Evaluation of City review processes and make recommendations for improvement as directed by the City Council.
- Consultation with City on other special projects as directed by City Council.

AGREEMENT BETWEEN  
THE CITY OF MCLENDON-CHISHOLM  
AND  
NATHAN D. MAIER CONSULTING ENGINEER, INC.  
FOR  
PROFESSIONAL CONSULTANT CITY ENGINEER SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

\_\_\_\_\_ **City of McLendon-Chisholm** (“Owner”)

and

\_\_\_\_\_ **Nathan D. Maier Consulting Engineers, Inc.** (“Engineer”)

Professional Consultant City Engineer Services shall be provided under two methods:

- 1) **General Professional Services:** Engineer shall provide General Professional Services to the Owner, when directed, on an hourly basis. General Professional Services shall include (but not be limited to):
  - Providing all normal activities associated with City Engineer responsibilities,
  - Attendance at meetings,
  - Development / subdivision / plat submittals from others,
    - o review, report, inspect
  - Civil Engineering submittals from others,
    - o review, study, report, recommend
  - Floodplain management support,
  - Owner and contract coordination,
  - Land Surveying,
  - Civil Engineering design, and
  - Other general services as directed by the Owner.

A budget shall be established with the Owner for these basic general services and the Engineer shall track the expenses occurred under this category on a task basis.

Engineer shall provide services under this category, as directed by the City Administrator for the Owner.

- 2) **Specific Professional Services:** Specific Professional Services shall be executed by a separate Work Order which, upon execution, will become part of this Agreement.

Each Work Order shall define the scope of each specific work request, include the proposed fee and type of fee, and anticipated schedule for completing the work defined by each individual Work Order.

Engineer shall provide services under this category, as directed by the City Administrator for the Owner.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer may be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
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 Agreement's



terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.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 of notice; 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.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.

C. In the event of any termination under Paragraph 3.01, Engineer 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.

*4.01 Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made

regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. Owner shall require Contractor to purchase and maintain general liability and to cause Engineer and Engineer's consultant's to be listed as additional insured's on a primary and non-contributory basis with respect to such liability purchased and maintained by Contractor for the Project.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- I. Owner and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party in proportion to its negligence.
- J. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of

services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- K. Engineer shall have the right to rely on information provided by the Owner and other parties that provide information and data as a part of Engineer's services.
- L. The Engineer shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater
  1. General Liability (including automobile) – combined single limit of \$1,000,000.00. The Owner shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Engineer's insurance shall be written on a "primary" basis and the Owner's insurance program shall be in excess of all of Engineer's available coverages.
  2. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Owner.
  3. Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act shall be on a claims made basis with a limit in the amount of \$2,000,000.00.
  4. The Engineer shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the Owner.
- M. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.
- N. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

#### *6.01 Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. General Professional Services - Engineer's Standard Hourly Rates are attached in Appendix "A", on an hourly basis plus reimbursable expenses.
2. Specific Professional Services – Basis of payment as defined in the specific Work Order.

Attachments:

- Appendix "A" Engineer's Standard Hourly Rates
- Appendix "B" Engineer's Scope and 2019 Budget

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

OWNER:  
City of McLendon-Chisholm

ENGINEER:  
Nathan D. Maier Consulting Engineers, Inc.

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## ATTACHMENT "A"

NATHAN D. MAIER  
CONSULTING ENGINEERS, INC

### SCHEDULE OF FEES AND CHARGES

|                                       |                      |
|---------------------------------------|----------------------|
| Principal                             | \$185 - \$225 / hour |
| Client / Senior Project Manager       | \$185 / hour         |
| Senior Professional Design Engineer   | \$150 - \$190/ hour  |
| Professional Design Engineer          | \$125 - \$165/ hour  |
| Engineer-in-training                  | \$75 - \$95/ hour    |
| Senior Designer                       | \$85 - \$100 / hour  |
| Technician                            | \$75 - \$100 / hour  |
| CADD Drafter                          | \$75 - \$100 / hour  |
| Registered Professional Land Surveyor | \$150/ hour          |
| Survey / GIS Technician (SIT)         | \$100/ hour          |
| Field Survey Crew (2 man)             | \$160 / hour         |
| Secretarial/Word Processing           | \$65 / hour          |
| Construction Manager                  | \$160 - \$175/ hour  |
| Construction Inspector                | \$85 - 95 / hour     |
| Mileage (IRS approved rate)           | \$0.58/ mile         |

### Reimbursables

1. Direct costs, such as reproductions, equipment rental, delivery services, travel expenses, or subcontractor services will be billed at actual cost plus 15%.
2. Unless otherwise stated, statements will be submitted monthly for charges incurred during the month and payments will be due within thirty (30) days following receipt of the statements.

Effective January 1, 2019

This Schedule of Fees and Charges shall be modified on January 1, 2020

**ATTACHMENT "B"**

**NATHAN D. MAIER  
CONSULTING ENGINEERS, INC**

**2019 ESTIMATE FOR CITY ENGINEER SCOPE ITEMS**

| <b><u>Scope Description</u></b>                                                                                                                                                                                                                                                                                                                                                                                                           | <b><u>Budget</u></b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>1) General Professional Services</b><br>As described in the Contract.<br>Fees for development, subdivision, floodplain, platting review will be normally back-charged to the developer and not be included in this estimate.                                                                                                                                                                                                           | \$ 50,000            |
| <b>2) Specific Professional Services</b><br>Scope and Fee established on a Work Order basis.                                                                                                                                                                                                                                                                                                                                              |                      |
| a) Private Roadway Condition Assessment<br>There are 3 scenarios of private roadways whose current condition is poor. This is causing challenges to the home owners. Although these roadways are not the responsibility of the City for maintenance, the City has asked for an assessment with recommendations for repair and for ongoing options to the HOA or PID.                                                                      | \$ 15,000            |
| b) Floodplain and Mapping Assessment<br>Currently the 4 floodways included within the city limits are not dedicated to the city. Any development that is proposed adjacent to the floodways will require adjudication. It is recommended that the city perform an assessment of the condition of the current floodplain mapping to determine if the current ordinance and standards are appropriate to meet State and local requirements. | \$ 25,000            |
| c) Evaluation of Current Design Standards<br>The current design standards were approved in 2005. It is proposed to evaluate and update the standards and present such to Council for approval and implementation.                                                                                                                                                                                                                         | \$ 15,000            |

## NORTH TEXAS ANIMAL CONTROL AUTHORITY

P.O. Box 1358 Roanoke TX 76262 Phone (214-513-8228)

On the web at WWW.NTACA.COM or by email at NTACA@Hotmail.com

### AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Kerry Payne, a private contractor, d/b/a/ The North Texas Animal Control Authority (hereinafter referred to as the "NTACA") and the City of McClenden-Chisholm, Texas, a municipal corporation, (hereinafter referred to as the "City").

#### RECITALS:

WHEREAS, City is desirous of providing its residents and businesses with full-time animal control services, and

WHEREAS, The NTACA is desirous of furnishing full-time animal control services to City, and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to City accordance with the terms and conditions set forth herein, and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party, and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:**

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term:** This Agreement shall commence on October 1<sup>st</sup> 2019 and shall renew annually on October 1<sup>st</sup> of each year unless terminated according to the terms of termination within this document. Any changes in the terms and conditions, shall require the approval of the governing body of City.



Section 3. **Scope of Services:** The NTACA hereby agrees to provide City the following services, personnel, and facilities:

- a. **Patrol Services:** The NTACA will provide Six (6) patrol hours per week for the enforcement of ordinances set forth in Chapter 2, Animal Control.
- b. **Service Calls:** The NTACA will provide unlimited field service calls per month in this all inclusive contract.

Routine service calls will be answered between the hours of 8am and 5pm Monday through Friday. If a call for service is received while an officer is in the city on patrol it will be answered as quickly as possible. If there is not an officer in the city, it will be the NTACA's decision as to if a response is justified. For example, if a resident has found a stray dog and will confine it until the NTACA can arrive then there will be a response initiated. If a resident identifies a stray dog running loose but cannot capture/hold the animal, then the response would be deferred until the next patrol date and time. In all situations, the NTACA shall have final authority as to when any call for service may be answered.

Emergency service calls will be answered 24 hours a day, 7 days a week and include the following:

- An injured domestic animal when the owner is not known or present;
  - A domestic animal bite to a human when the owner is not known or present;
  - A domestic animal which has or is showing aggressive or dangerous tendencies. A police officer from the City or their designate must respond prior to any emergency call to confirm the need for an ACO.
- c. **Monthly Reports:** The NTACA will supply a monthly report to the City no later than 4:00 p.m., on the third Monday of every month. The report shall summarize all animal control activity within the City borders from the previous month.
  - d. **Animal Bites:** An ACO, (Animal Control Officer) will make an incident report and have the animal's owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures set forth by state law. The NTACA shall be considered as the Local Rabies Control Authority (LRCA) for the City.

- e. **Dead Animal Removal:** The NTACA agrees to provide removal of dead animals, excluding livestock, on any public property and on private property when an animal owner is unidentified within the limits of City. In the event of dead livestock, the NTACA may contract an outside resource to provide removal services at the further expense of the City. In the event the owner of a deceased animal is identified, the NTACA will charge said owner a fee for any removal or disposition services.
  
- f. **Impoundment & boarding:** An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of City Ordinance or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify City Hall as soon as possible regarding any animal impounded. The NTACA shall collect and retain any impoundment fees from the enforcement of this ordinance.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO. Written warnings and/or citations may be issued to owners of said animal.

All impounded animals shall be kept for not less than 72 hours (3 days) by the NTACA. This 72-hour period shall not include Saturdays, Sundays, or any legal holiday which is recognized by the City. After this period of time, the animal shall be released to a humane organization, placed for adoption, or humanely destroyed at the discretion of the NTACA. No record shall be kept by the City as to the disposition of an animal after release is made to the facility.

Any animal, whether licensed or unlicensed, which in the professional judgment of the NTACA and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

The ACO may impound any animal which, in the professional opinion of the ACO appears to be rabid, or is showing the clinical signs of rabies. The ACO will provide humane euthanasia so that the animal may be submitted to the Texas Department of Health for proper rabies testing.

- g. **Loose Livestock:** Any calls for loose livestock or the like will be forwarded to the appropriate Sheriff's Department for capture and impoundment.
- h. **Animal Cruelty & Neglect Calls:** The NTACA will respond to animal cruelty or neglect calls and take appropriate actions according to state law. A police officer may be called to assist the ACO on any such call.
- i. **Education:** The NTACA will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.
- j. **Other Services:** The City agrees to allow the NTACA to provide its complete line of Animal Related Services to the residents of the City as individual clients at no other cost to the City. Such services include, but are not limited to:

Emergency Animal Ambulance Services  
 Pet Transportation & Taxi Services  
 Lost Pet Recovery Services  
 Deceased Pet Removal, Cremation, and Burial Services  
 Nuisance Wildlife Rescue & Control  
 Pet Insurance Programs  
 Escape Prevention

The resident would be considered a client of the NTACA and would be solely responsible for any fees incurred.

- k. **Dispatch & Communication:** The NTACA currently operates on a 24-hour basis and maintains that our phone lines are answered 24 hours a day, 7 days a week to provide callers with helpful information as to their pet related needs. Any resident from the City may take advantage of this 24 hour service so that the NTACA may better assist their individual needs. All calls for service must go through the NTACA communications center.
- l. **Schedule of Fees:** These fees are charged to the animal owner. The City is not responsible for these fees:
 

|                          |          |
|--------------------------|----------|
| : Impound fee            | \$50.00  |
| : Daily boarding fee     | \$10.00  |
| : Shelter quarantine fee | \$250.00 |
| : Home quarantine fee    | \$100.00 |

Section 4. **City of McClenden-Chisholm's Obligations:** City agrees to perform the following:

A. **Per Capita fee rate:**

City shall pay an all-inclusive annual fee of \$7.00 per capita for all animal control patrol and services, payable upon cumulative invoice on the first day of each month. This per capita fee results in the following payments:

Population of City is estimated at 2700 multiplied by \$7.00 equals a total contract fee of \$18,900.00. A 10% down payment of \$1,890.00 is required at contract signing. This results in a monthly payment of \$1,417.50 each month for the term of this contract.

All-inclusive fees do not include the following situations:

Quarantine fees as required by Texas Department of Health when an owner is not known or available;  
Specimen shipment fees on applicable animals;  
Medical & veterinary fees as needed.

Any fees not covered under the all-inclusive contract must be approved by the mayor or their designate.

- B. **Cost of Fuel Scale:** Pay an additional fee of \$40.00 per month for each fuel cost increase of .25 cents per gallon of fuel beginning at \$2.50 per gallon. This rate shall be determined using [www.dallasgasprices.com](http://www.dallasgasprices.com) based on the average for Texas. This chapter shall only take effect when the price of fuel is \$2.50 or greater for a period of 15 days or more during the same calendar month. Said 15 days do not need to be consecutive.

Section 5. **Revenues Retained:** City shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the City's boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated by mutual agreement at any time, by either party, giving Ninety (90) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, the NTACA will be compensated for all service performed to termination date, which will be the date Ninety (90) days after the date of the notice of termination, together with any payments then due and as authorized by this agreement.

- b. Upon notification of termination by either party, and if the termination is not agreed to by both parties, the terminating party must show just cause for either party's failure to meet the requirements of this agreement. Both parties mutually agree to meet within Thirty (30) days of the date of notice of termination for a show cause of termination.
- c. If after the show cause for termination, the parties herein disagree on just cause for termination, City may opt out of this contract by payment of a cancellation fee equal to One (1) complete year of service as specified herein.

Section 7. **Notices & Payments:** All written notices, payments, or refunds shall be sent to the following addresses:

|                                      |                            |
|--------------------------------------|----------------------------|
| North Texas Animal Control Authority | City of McLenden-Chisholm  |
| P.O. Box 1358                        | 1371 W. FM 550             |
| Roanoke TX 76262                     | McLenden-Chisholm TX 75032 |

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the City Manager of the City and the CEO of the NTACA.

Section 9. **Jurisdiction:** By this Agreement, City grants full and complete authorization and jurisdiction to the NTACA for all services provided by the NTACA as contained in this Agreement. Said jurisdiction shall apply to the city limits of City.

Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Rockwall County, Texas.

Section 11. **Supervision/Certification:** At all times during the term of this Agreement, all Animal Control Officers shall be under the supervision and control of a representative of the NTACA. Also, all officers shall be certified in their respective areas of expertise to carry out their duties unless within a probationary training period as specified by rules of the State.

Section 12. **Authority to Protect Self & Property:** City agrees and authorizes the NTACA to carry in their vehicles and on their persons Personal Protection Devices including but not limited to bite sticks, Taser's, and OC Pepper spray for use in protecting the officer from attacks from animal and human aggressors.

Section 13. **Performance:** Both parties mutually agree that the NTACA is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of the NTACA in no way are to be considered employees of the City.

Section 14. **Indemnification:** The NTACA agrees to hold harmless, save and indemnify the City of McClenden-Chisholm and its Officers for any and all claims for damages, personal injury and/or death that may be asserted against City arising from the NTACA negligence or its performance hereunder, save and except intentional acts of gross negligence by City. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN WITNESS WHEREOF, we have hereunto set our hands this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 in the duplicate originals.

North Texas Animal Control Authority

City of McClenden-Chisholm

\_\_\_\_\_  
By: Charles Kerry Payne, Owner

\_\_\_\_\_  
By: Mayor

Attest:

Attest:

\_\_\_\_\_  
By: Witness

\_\_\_\_\_  
By: City Secretary

## NORTH TEXAS ANIMAL CONTROL AUTHORITY

P.O. Box 1358 Roanoke TX 76262 Phone (214-513-8228)

On the web at WWW.NTACA.COM or by email at NTACA@Hotmail.com

### AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Kerry Payne, a private contractor, d/b/a/ The North Texas Animal Control Authority (hereinafter referred to as the "NTACA") and the City of McClenden-Chisholm, Texas, a municipal corporation, (hereinafter referred to as the "City").

#### RECITALS:

WHEREAS, City is desirous of providing its residents and businesses with limited animal control services, and

WHEREAS, The NTACA is desirous of furnishing limited animal control services to City, and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to City accordance with the terms and conditions set forth herein, and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party, and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:**

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term:** This Agreement shall commence on October 1<sup>st</sup> 2019 and shall renew annually on October 1<sup>st</sup> of each year unless terminated according to the terms of termination within this document. Any changes in the terms and conditions, shall require the approval of the governing body of City.

Section 3. **Scope of Services:** The NTACA hereby agrees to provide City the following services, personnel, and facilities:

- a. **Service Calls:** The NTACA will provide unlimited field service calls per month in this limited contract.

Routine service calls will be answered between the hours of 8am and 5pm Monday through Friday. In all situations, the NTACA shall have final authority as to when any call for service may be answered

Emergency service calls will be answered 24 hours a day, 7 days a week and include the following:

- An injured domestic animal when the owner is not known or present;
- A domestic animal bite to a human when the owner is not known or present;
- A domestic animal which has or is showing aggressive or dangerous tendencies. A police officer from the City or their designate must respond prior to any emergency call to confirm the need for an ACO.

- b. **Animal Bites:** An ACO, (Animal Control Officer) will make an incident report and have the animal's owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures set forth by state law. The NTACA shall be considered as the Local Rabies Control Authority (LRCA) for the City.

- c. **Dead Animal Removal:** The NTACA agrees to provide removal of dead animals, excluding livestock, on any public property and on private property when an animal owner is unidentified within the limits of City. In the event of dead livestock, the NTACA may contract an outside resource to provide removal services at the further expense of the City. In the event the owner of a deceased animal is identified, the NTACA will charge said owner a fee for any removal or disposition services.

- d. **Impoundment & boarding:** An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of City Ordinance or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify City Hall as soon as possible regarding any animal impounded. The NTACA shall collect and retain any impoundment fees from the enforcement of this ordinance.



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Any animal, whether licensed or unlicensed, which in the professional judgment of the NTACA and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

The ACO may impound any animal which, in the professional opinion of the ACO appears to be rabid, or is showing the clinical signs of rabies. The ACO will provide humane euthanasia so that the animal may be submitted to the Texas Department of Health for proper rabies testing.

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- g. **Education:** The NTACA will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.
- h. **Other Services:** The City agrees to allow the NTACA to provide its complete line of Animal Related Services to the residents of the City as individual clients at no other cost to the City. Such services include, but are not limited to:

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The resident would be considered a client of the NTACA and would be solely responsible for any fees incurred.

- i. **Dispatch & Communication:** The NTACA currently operates on a 24-hour basis and maintains that our phone lines are answered 24 hours a day, 7 days a week to provide callers with helpful information as to their pet related needs. Any resident from the City may take advantage of this 24 hour service so that the NTACA may better assist their individual needs. All calls for service must go through the NTACA communications center.

Section 4. **City of McClenden-Chisholm’s Obligations:** City agrees to perform the following:

- A. **Per Call fee rate:**  
 City shall pay a service fee of \$199.00 for any routine call for service.  
 City shall pay a service fee of \$249.00 for an emergency or after hours call for service.
- B. **Schedule of Fees:** In addition to the above rates, these additional fees will apply. In the event an owner is identified they will be held responsible for these fees. However, if there is no owner or an owner refuses to pay the City will then be liable for payment of these fees.
 

|                              |               |
|------------------------------|---------------|
| : Impound fee                | \$50.00       |
| : Daily boarding fee         | \$10.00       |
| : Shelter quarantine fee     | \$250.00      |
| : Home quarantine fee        | \$100.00      |
| : Flea/Tick treatment        | \$20.00       |
| : Euthanasia fee             | \$100.00      |
| : Carcass disposal           | \$25.00       |
| : Necessary medical expenses | \$ as charged |

Section 5. **Revenues Retained:** City shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the City’s boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated by mutual agreement at any time, by either party, giving Ninety (90) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, the NTACA will be compensated for all service performed to termination date, which will be the date Ninety (90) days after the date of the notice of termination, together with any payments then due and as authorized by this agreement.
- b. Upon notification of termination by either party, and if the termination is not agreed to by both parties, the terminating party must show just cause for either party's failure to meet the requirements of this agreement. Both parties mutually agree to meet within Thirty (30) days of the date of notice of termination for a show cause of termination.
- c. If after the show cause for termination, the parties herein disagree on just cause for termination, City may opt out of this contract by payment of a cancellation fee of \$2,500.00

Section 7. **Notices & Payments:** All written notices, payments, or refunds shall be sent to the following addresses:

North Texas Animal Control Authority  
P.O. Box 1358  
Roanoke TX 76262

City of McLenden-Chisholm  
1371 W. FM 550  
McLenden-Chisholm TX 75032

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the City Manager of the City and the CEO of the NTACA.

Section 9. **Jurisdiction:** By this Agreement, City grants full and complete authorization and jurisdiction to the NTACA for all services provided by the NTACA as contained in this Agreement. Said jurisdiction shall apply to the city limits of City.

Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Rockwall County, Texas.

Section 11. **Supervision/Certification:** At all times during the term of this Agreement, all Animal Control Officers shall be under the supervision and control of a representative of the NTACA. Also, all officers shall be certified in their respective areas of expertise to carry out their duties unless within a probationary training period as specified by rules of the State.

Section 12. **Authority to Protect Self & Property:** City agrees and authorizes the NTACA to carry in their vehicles and on their persons Personal Protection Devices including but not limited to bite sticks, Taser's, and OC Pepper spray for use in protecting the officer from attacks from animal and human aggressors.

Section 13. **Performance:** Both parties mutually agree that the NTACA is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of the NTACA in no way are to be considered employees of the City.

Section 14. **Indemnification:** The NTACA agrees to hold harmless, save and indemnify the City of McClenden-Chisholm and its Officers for any and all claims for damages, personal injury and/or death that may be asserted against City arising from the NTACA negligence or its performance hereunder, save and except intentional acts of gross negligence by City. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN WITNESS WHEREOF, we have hereunto set our hands this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 in the duplicate originals.

North Texas Animal Control Authority

City of McClenden-Chisholm

\_\_\_\_\_  
By: Charles Kerry Payne, Owner

\_\_\_\_\_  
By: Mayor

Attest:

Attest:

\_\_\_\_\_  
By: Witness

\_\_\_\_\_  
By: City Secretary