AGENDA
CITY COUNCIL
TUESDAY, DECEMBER 10, 2019
1371 WEST FM 550 - MCLENDON-CHISHOLM, TEXAS 75032
6:30 PM

Page

1. CALL TO ORDER

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

3. RULES OF DECORUM

4. CITIZEN COMMENTS

5. APPROVAL OF MINUTES

4 - 16 5.1. Discussion and action regarding approval November 12, 2019 City Council Meeting Minutes. (Requested by Palomba)
November 12, 2019 Draft Minutes

6. ITEMS FOR CONSIDERATION

17 - 25 6.1. Discussion and action regarding a request from Community Waste Disposal (CWD) for an annual rate adjustment effective January 1, 2020 to reflect a change in the Consumer Price Index as detailed in the contract. (Requested by Palomba)
CWD Request for CPI Adjustment

26 - 29 6.2. Discussion and update regarding review of the current contract with Community Waste Disposal for solid waste removal and recycling services as related to service and billing issues. (Requested by Council Member Kipphut)
CWD October 2019 Report

6.3. Discussion and action regarding creating an ad hoc Monument

Committee to focus on maintenance of the Veterans Memorial Monument, future brick orders and the planning of any future monuments in McLendon-Chisholm. (Requested by Council Member Kipphut)

30 - 31 6.4. Discuss Texas Department of Transportation (TxDOT) traffic signal warrant study request for Hwy 205 and Via Toscana intersection. John Polster representing Innovative Transportation Solutions, Inc. may be present to answer related questions from Council. (Requested by Council Member Hodges)
M-C SH 205 TxDOT Response

32 6.5. Discussion regarding League Road repairs. (Requested by Council Member Hodges)
League Road Asphalt Resurfacing

6.6. Discussion and consideration of appointing a full-time City Secretary and directing the City Administrator to advertise the open position. (Requested by Mayor Short)

6.7. Discussion and action regarding appointing Rochelle Green as Interim City Secretary. (Requested by Mayor Short)

33 - 44 6.8. Discussion and action regarding consideration of entering into a Development Agreement with Mohammed Polani representing MFS Group, LLC, to include a cost share agreement for a wastewater line. (Requested by Palomba)
Staff Report - Draft Development Agreement
MC-MFS Group Draft Development Agreement

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: Consideration of appointing an Interim City Secretary *(Requested by Palomba)*

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 consideration of entering into a Development Agreement with Mohammed Polani representing MFS Group, LLC, to include a cost share agreement for a wastewater line. (Requested by Palomba)

8. RECONVENE REGULAR MEETING

9. EXECUTIVE SESSION ACTION

10. REPORTS

45 - 50 10.1. Building Official Report October 2019
Building Official Report October 2019

51 - 56 10.2. Sheriff's Report October 2019
Sheriff's Report October 2019

57 - 72 10.3. Budget Report October 2019
Budget Report October 2019

11. UPDATES, DISCUSSION AND DIRECTION TO STAFF

12. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

12.1. Mayor Short's reports and announcements

12.2. council Member Kipphut's reports and announcements

12.3. Council Member Hodges' reports and announcements

12.4. Council Member Woessner's reports and announcements

12.5. Mayor Pro Tem Bloom's reports and announcements

12.6. Council Member Dahl's reports and announcements

13. 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 or before 8:00 p.m., December 6, 2019 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.

CITY COUNCIL MEETING
City of McLendon-Chisholm, Texas
Meeting Minutes
November 12, 2019

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

ATTENDING:	Keith Short	Mayor
	Jim Bloom	Mayor Pro-Tem
	Nathan Hodges	Council Member (arrived at 6:45 p.m.)
	Lorna Kipphut	Council Member
	William Dahl	Council Member
	Trudy Woessner	Council Member
Staff Present:	Lisa Palomba	City Administrator/City Secretary
	Michael Halla	City Attorney

1. CALL TO ORDER

Mayor Short called the meeting to order at 6:30 p.m.

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

Mayor Short delivered the Invocation and led the Pledge of Allegiance to the U.S. and Texas Flags.

3. RULES OF DECORUM

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

Before we start the citizens comments, I am going to deviate just a little. I have a section later on in this where the Mayor has comments, but I just want to let you folks know that if you weren't here yesterday, yesterday being Veterans Day, we had a very cool ceremony dedicating the bricks which are the base for our memorial. It was really neat to see how many veterans were out there for that ceremony. It shows that our community is healing and coming back together and people are coming out for various events. I am very proud of that. I am very proud of our community. We have a very beautiful monument out there and it is something for us, as citizens, to be very proud of.

4. CITIZEN COMMENTS

Gary Nickel, 612 Kentwood. I want to thank you Mr. Mayor, and the Council, for your efforts and I hope you will not mistake the lack of public attendance as disinterest. I

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think instead, speaking on behalf of those who aren't here, without their permission, that you should take that as a sign that we have complete confidence in what you are doing and we trust you to do the right thing as we would if we were watching over your shoulder every week. That's all I need to say, just thank you a lot. We do appreciate you all.

Mayor Short thanked Mr. Nickel for his comments and stressed that they try to make the right decisions on behalf of everybody. Sometimes people aren't in agreement, but to hear a thank you or we trust you guys, it's very well received. Thank you.

MAYOR MOVED TO ITEM 6.1

6. ITEMS FOR CONSIDERATION

6.1. Discussion and action regarding consideration of an ordinance updating the Fee Schedule to reflect an increase in the monthly sewer rate fee from $55.00 to $57.75 effective January 1, 2020.

City Administrator Palomba introduced this item. During the budget preparation process, Council was informed by staff that the current sewer rate of $55 per month is inadequate to cover expenses. The City entered into an agreement with Dan Jackson, representing Wildan Financial, to provide a Wastewater Rate Analysis for the purpose of determining appropriate rates.

Mr. Jackson completed his analysis and presented his findings to Council on October 8. The model suggests rate increases over a period of time with a rate of $57.75 effective January 2020.

On October 22, representatives from North Texas Municipal Water District and the City of Rockwall presented information regarding planned infrastructure improvements and information regarding approved wastewater rates for the current budget year.

The 2020 rate is lower than assumed in the model, thus the City's net revenues may be higher in 2020. However, estimates of rates for 2021 and 2022 are higher. North Texas rates are highly variable from year to year. Mr. Jackson recommends keeping the suggested rate plan in place for 2020 and reviewing rates next year to determine if the suggested rate plan should be adjusted.

Staff recommends approval of the proposed ordinance updating the fee schedule to reflect an increase in the monthly sewer rate fee from $55 to $57.75 effective January 1, 2020.

Councilmember Bloom asked how much lower the NTMWD rate is and can we quantify our rate based on that. Second, how quickly can we recoup that $36,000 that we have already paid.

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City Administrator Palomba responded that we are still going to be a little bit lower than we would like to be, so we won't be able to recoup it in one year.

Dan Jackson explained that he and Lisa had discussed this and felt it would be best to just put the excess in a fund for future use. You know you are going to have future rate adjustments in the coming years and you might add a little towards your $500,000 goal in your reserve a little bit faster than you anticipated. If that's the case, you might be able to do some scale back of future rate increases, but now is not really the time to do that.

Council Member Kipphut questioned doing a rate increase now and then having to do another one in October.

Mr. Jackson stated in all likelihood you're going to have to do that. Annual rate adjustments are a fact of life for every city in North Texas and every city around the country. North Texas is increasing their rates every year. Costs are going up, cost of everything goes up by 3% a year. You're facing a lot of challenges in the future with regards to your growth and also you've got something sitting out there in the future and that is eventually some of your development fees are going to go away and so you have to slowly start building up your revenue so that when those development fees go away you'll be able to replace them without it being too much of a shock to your tier rate payers, but unfortunately annual rate adjustments are a fact of life. The average utility in the United States is raising its rates five to six percent every year.

Council Member Kipphut pointed out this is two rate adjustments.

Mr. Jackson agreed, in ten months, yes. It was too late to try to get something done in October of this year, so January then was the next best target date. Then we had hope that future rate adjustments would go into place at the beginning of your fiscal year which would be October 1st. So, yes in only ten months this year, but it will be 12 months every other year.

City Attorney Halla pointed out that the city should be making a profit. You are in the water business so you should be making a profit. We could be in a bind if something happens and we need "x" amount of money, which we would have had if we had made a different adjustment.

City Administrator Palomba stated that even though this is a five year study, a five-year model, Dan and I talked a little bit and because there are so many moving targets out there as far as taxes and you know as far as infrastructure going on and other things that affect this, we might actually have to look at it a little bit more often. So, it's not like we're going to do this and probably not touch it again for five years. We will probably be reviewing it at least internally every six months to twelve months and then we may end

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up having to call Dan back for another opinion if we get to next year prior to budget season and something is very different.

Council Member Kipphut asked how this rate compares with, for example, other cities such as Fate.

Mr. Jackson stated this is about average here in Texas. You are higher than some, but you're lower than others. Keep in mind that most utilities charge rates that don't cover their costs, so just because a rate is lower than yours, that might mean the city has made a management decision to subsidize their water or sewer fund, which they're allowed to do.

Council Member Kipphut stated she thinks another thing to look at is as Sonoma Verde grows, or doesn't grow, water prices are still going to increase. If we have a slow down in growth in Sonoma Verde, that's also going to affect the sewer rates.

Mr. Jackson responded yes, it will and conversely, if you grow faster than anticipated, that could benefit your rates in the short term.

MOTION: APPROVE AN ORDINANCE UPDATING THE FEE SCHEDULE TO REFLECT AN INCREASE IN THE MONTHLY SEWER RATE FEE FROM $55.00 TO $57.75 EFFECTIVE JANUARY 1, 2020.

MADE BY: Councilmember Bloom
SECONDED BY: Councilmember Dahl

Council Member Kipphut stated she would really like to make sure we look at it in October to see if it warrants an increase.

Mayor Short stated they will be going into budget, so they will be looking at it.

APPROVED BY: Unanimous

6.2. DISCUSSION AND ACTION REGARDING AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HAWS & ASSOCIATES FOR STREET REPAIR LOCATED AT THE INTERSECTION OF FIRENZA COURT AND BERTINO WAY IN THE SONOMA VERDE PHASE I SUBDIVISION IN THE AMOUNT OF $44,700.

City Administrator Palomba introduced this item. She reported that we have been getting complaints for months about the intersection of Firenza Court and Bertino Way. The pavement at the intersection of Bertino Way and Firenza Court in the Sonoma Verde subdivision failed to perform as expected, is a safety hazard, and requires

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immediate repair. This entire intersection must be replaced. This area is part of Sonoma Verde Phase I and the warranty coverage period has expired.

The original project engineer has provided the following analysis of the pavement failure as well as a proposed solution.

> *The pavement failure at the above-mentioned intersection appears to have been caused by ground swelling and heaving of soil below the pavement and the lime treated sub-base. Following the removal of several of the concrete panels, it was determined that the original concrete, size and placement of the reinforcing steel, and lime treated subbase were constructed to the geotechnical engineer's recommendations, the construction plans, and the City of McLendon-Chisholm's standard specifications for pavement construction. The pavement heaving at this intersection was caused by an unforeseen subsurface condition, and likely occurred due to water infiltration below the subgrade either by a natural seam or spring, or source of water during latter construction of lots or some other source of water infiltration upstream.*
>
> *We believe that the heaving has reached a point of maximum swelling and have proposed a solution which will address the existing conditions and repair the intersection.*
>
> *The proposed solution includes:*
> 1. *Removal of the concrete within the entire intersection. This will be done in stages and sections to provide vehicular traffic movement*
> 2. *Re-grading the subgrade to place the subgrade to the proper grades, slopes and tolerances.*
> 3. *Install thicker stronger reinforcing steel that would include ½" diameter rebar instead of the standard 3/8" rebar for added strength and bridging capability.*
> 4. *Decrease the spacing of rebar from 18" on center to 12" on center to increase the amount of steel for added strength.*
> 5. *Pour 8" of concrete instead of the standard 6" thick concrete pavement for added strength.*
>
> *Following the pavement repair and replacement, require that the contractor provide a 2-year maintenance bond for the entire value of the replacement contract.*

ADDITIONAL INFORMATION: The City Engineer, Doug Showers, representing Nathan Maier Consulting Engineers, Inc. was advised of the current street condition and performance and has determined the assessment provided is a reasonable solution and will likely offer the best long-term opportunity for pavement to perform well. The City Engineer has suggested the quote for repair work is also reasonable. Both the original

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project engineer and the City Engineer will evaluate the repair once completed prior to the City accepting the repair work.

Once approved by Council, Haws & Associates is available to begin the repair work immediately. The work is expected to take 4 weeks based on the need to complete in sections to control traffic and allow adequate cure time. Weather is also a factor in time required for street repairs.

FINANCIAL IMPACT: Each year, Sonoma residents are assessed a maintenance fee which is applied to a special reserve account for Sonoma road repairs. This account currently has $98,563.86 available for road repairs. The estimated cost of repair, including warranty bond, is $44,700.

Previously, the developer has paid for repairs beyond the warranty period but at this time, the original developer is requesting the City use funds from the Sonoma PID road maintenance fees collected to fund the needed repair.

RECOMMENDATION: Staff recommends authorizing the City Administrator to enter into an agreement with Haws & Associates to complete the needed street repairs.

Council Member Bloom asked if we got bids or go through a process before we selected Haws & Associates?

City Administrator Palomba stated no, not officially. Their developer went out and requested pricing. Part of it is availability. There are not a lot of them that are standing in line ready to go. A lot of them don't take these smaller jobs anyway. This particular company did not do the original work, but they consistently offer lower price points than others so they were pretty pleased with the pricing. She also had the city engineer check and he said that it's a pretty inexpensive price for the work. If it's under fifty thousand, we don't have to go out for bids. I would like to get this attended to as quickly as we can.

Council Member Woessner asked if there is any way we can make it where trucks can't drive over that so it won't be damaged as quickly.

City Administrator Palomba responded they don't think this damage was caused by the trucks. There may be other places where they run over curbs and some other things that have cracked. She does intend to have a conversation with them about going in an alternate route if possible, but for this particular piece, we don't think that's what caused this damage.

Council Member Woessner stated she just wants to keep it the best we can and if we can just make them go somewhere else.

DRAFT

City Administrator Palomba stated she can certainly have that discussion.

Council Member Woessner stated that this is a more tender area.

Mayor Short stated he knows where she's going with that and that is going to probably become a general item for another agenda.

Council Member Dahl ask what the original warranty was from the developer on that road.

City Administrator Palomba responded it was two years.

Council Member Kipphut asked if she has in writing that the developer doesn't want to pay for this?

City Administrator Palomba stated she is sure she has it in an e-mail somewhere.

Mayor Short pointed out that we can't hold them accountable for something that is beyond the warranty.

Council Member Hodges asked if there are any other streets like this.

City Administrator Palomba responded not like this.

Council Member Woessner asked how much they will repair.

City Administrator Palomba responded they will replace the whole intersection.

MOTION: AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HAWS & ASSOCIATES FOR STREET REPAIR LOCATED AT THE INTERSECTION OF FIRENZA COURT AND BERTINO WAY IN THE SONOMA VERDE PHASE I SUBDIVSION IN THE AMOUNT OF $44,700.

MADE BY: Council Member Woessner
SECONDED BY: Councilmember Bloom
APPROVED: Unanimous

6.3. DISCUSSION AND ACTION REGARDING AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO NEGOTIATIONS WITH MOHAMMED POLANI REPRESENTING MFS GROUP, LLC FOR A PRO RATA PERFORMANCE AGREEMENT FOR A WASTEWATER LINE.

Moved to Executive Session

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6.4. DISCUSSION AND CONSIDERATION REGARDING REVIEW OF THE CURRENT CONTRACT WITH COMMUNITY WASTE DISPOSAL FOR SOLID WASTE REMOVAL AND RECYCLING SERVICES AS RELATED TO SERVICE COMPLAINTS AND BILLING ISSUES.

Mayor Short stated that over the entire time of the contract, you know as council members we have heard complaints from citizens about timely pick up or lack of pick up and various issues. I will tell you, recently I've had the same issue with them, not on the trash side, but on the recycle side. Speaking as a customer and not the Mayor, as a customer I don't feel I should have to call them. I have an issue with the way things are happening right now.

Council Member Kipphut stated that she has been summarizing basically what she has heard through citizen comments be it email, phone call, office hours, whatever. Trash is being picked up after 7:00 or not at all. Billing omissions and inconsistencies – some customers have yet to receive a bill; customers get a late notice before they even have their first bill. There have been repeated comments of the drivers dumping trash and recycling in the same truck. I also wanted to ask Lisa if they have been meeting their requirements to you such as giving you the monthly reports. I just want to make sure they are meeting the requirements of their contract.

City Administrator Palomba stated she does get a monthly report with some statistics on it and she would be happy to pass those along to her if she would like them.

Council Member Kipphut pointed out that we're pretty much victim to their fee schedule for the next four years.

Mayor Short stated that he thinks we are at a point where enough citizens have concerns over the way their trash services have been done so far for the term of this contract. He thinks it is in our best interest, as a city, to review the contract and, between Lisa and/or the City Attorney, see what our options are because of the fact that we're getting so many complaints. I, for one, not only from being a good steward of my own personal finances, but we're in charge of making sure that we provide good trash services for our citizens and how their money is being spent. This company can just raise the rates to what they feel is right and hold us accountable or hold us at mercy to raise those rates. If our citizens aren't happy right now, maybe we need to relook at that.

Council Member Dahl pointed out that under the current contract, item 4A, it shows that the company shall provide sufficient trucks and employees to provide collection service.

Council gave the City Administrator direction to review the contract and bring back to Council at the next meeting.

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City Attorney Halla encouraged them to sit down, maybe the Mayor and Lisa, and a representative of the company, and let them know what the concerns are.

Council Member Hodges stated he thinks they should include Lorna in that meeting.

City Administrator Palomba stated it would help her if Council would submit to her, individually, their biggest complaints. She wants to make sure we have a pretty complete list so we can address as much as possible.

MAYOR MOVED TO ITEM 7

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.

Mayor Short recessed the regular meeting 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 at 7:18 p.m.

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 consideration of authorizing the City Administrator to enter into negotiations with Mohammed Polani representing MFS Group, LLC, for a pro rata performance agreement for a wastewater line.

Mayor Short recessed the regular meeting into Executive Session (Closed Meeting) to consult with the 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 consideration of authorizing the City Administrator to enter into negotiations with Mohammed Polani representing MFA Group, LLC, for a pro rata performance agreement for a wastewater line at 7:18 p.m.

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7.3. 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 procedural requirements of various ad hoc committees and how Council liaisons interact with committees.

Mayor Short recessed the regular meeting into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding procedural requirements of various ad hoc committees and how Council liaisons interact with committees at 7:18 p.m.

8. RECONVENE REGULAR MEETING

Mayor Short reconvened the regular meeting at 8:34 p.m.

9. EXECUTIVE SESSION ACTION

9.1. MOTION: APPROVE THE CITY ADMINISTRATOR PAY ADJUSTMENT ACCORDING TO THE APPROVED BUDGET FOR 2019-2020.

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

9.2. Council directed the City Administrator to enter into negotiations with Mohammed Polani representing MFS Groups, LLC for a pro rata performance agreement for a wastewater line.

9.3. No Action

5. APPROVAL OF MINUTES

5.1. Consider approval of Minutes for the October 22, 2019 City Council Meeting

MOTION: APPROVE THE MINUTES OF OCTOBER 22, 2019 AS PRESENTED

MADE BY: Council Member Kipphut
SECONDED BY: Council Member Bloom
APPROVAL: 4 Ayes and 1 Abstain (Council Member Hodges was absent)

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6.3. DISCUSSION AND ACTION REGARDING AUTHORIZING THE CITY ADMINISNTRATOR TO ENTER INTO NEGOTIATIONS WITH MOHAMMED POLANI REPRESENTING MFS GROUP, LLC FOR A PRO RATA PERFORMANCE AGREEMENT FOR A WASTEWATER LINE.

ACTION TAKEN IN EXECUTIVE SESSION

6.5. DISCUSSION AND ACTION REGARDING THE UPCOMING CHRISTMAS TREE LIGHTING EVENT INCLUDING EVENT DATE, PROGRAM DETAILS AND ESTIMATED COSTS.

City Administrator Palomba stated she was just worried that we had only budgeted $500 for this budget year for special events. She was just trying to get a little bit of clarity and had asked Council Member Woessner if she would go over briefly what the estimated costs would be. She and I have talked since then and I think we're going to be within budget.

The event is planned for December 1st from 5:30 to 7:30. Signs are already up and Council Member Woessner stated she will provide more details to Lisa as they are available.

10. UPDATES, DISCUSSION AND DIRECTION TO STAFF

Council Member Kipphut – I have a question about the Brick Campaign. We have about $137 left in the account which we will just roll over for when we do the next installation of bricks. Would it be appropriate to go ahead and disband the committee or do I need to keep the committee active? I have no need for a committee. I just planned to do the brick orders as I did this time as well. I didn't know if I need to formally end the committee.

Mayor Short – I would say that right now, even though you may not have any scheduled meetings until the rest of the bricks are put in and I know I had expressed an idea of possibly lighting, leave it in place. You might want to hold off until we get close to the second one because if we decide to do some sort of inexpensive solar lighting or anything like that, that may need to be something that is discussed. Do you agree?

City Administrator Palomba – I don't feel strongly either way. It doesn't hurt to just keep it in place and just know that we probably won't have any meetings upcoming for some time. If you do want to have an expense or change something or add something, it's there if you want to pull your folk together for a meeting in the future. It's kind of up to you all.

Council Member Kipphut – I think it would be okay to go ahead and disband.

DRAFT

Mayor Short – I'm good either way.

Council Member Kipphut – I will submit a final report to you as far as everything goes.

City Administrator Palomba – I'll look to see if there is anything we need to do to end it.

Mayor Short - I was looking at a couple of things today and one thing I'd like to see if we can do is, I know before we used to be able to click on the calendar and it would bring the calendar up and tell us when our city council meetings are. I think it was blank for this month or next month. Can you just check that and see if those were for sure on there?

City Administrator Palomba – Sure

Mayor Short – I had someone come to me and say that the city didn't do enough to get the information out there that we were a voting location, that it wasn't well advertised by the city. I don't necessarily agree with that statement, but it was brought to my attention when I came to vote.

City Administrator Palomba – We posted it on the door and we had a link on the website to the county location, but in the future perhaps we'll just put something on there to make it simple and clear. We can work on that for the future.

Mayor Short – I know in the past, there's been questions about not getting the agenda items quick enough for you to read through, develop questions, and digest them before you come to the meetings. I'm going to ask you if you can get them to her a lot quicker. I have some ideas of how we might be able to do things in the future to where maybe, depending on how big the item is, we put it on an agenda for, let's say hypothetically, the first meeting in December to talk about it but no action would happen until a second meeting, or the next scheduled meeting to give you guys an opportunity. But it might have to be on a case-by-case depending on how quickly we can get information because, again, some stuff is time sensitive. But, it's a thought for future things. Remember we only have one more meeting this year, that being the first one in December. So, if you have things that you think need to be covered before the end of the year, let's try to get them to her within the next week if we can.

11. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

11.1. Mayor Short's Reports and announcements

MC50 was a huge hit. I had all kinds of people coming up to me telling me what a blast it was. Trudy, my hat's off to you. You did an awesome job. Yesterday's Veterans ceremony was huge. We had a ton of veterans here. It was very well received by the

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community. People really enjoyed it. We were very blessed that Senator Hall took time out of his schedule to be here with us. The County Judge was here with us and County Commissioners were here. We had a lot of people who showed interest in our city and it was huge. Thanks to Lorna.

Council Member Kipphut – Mr. Packer donated another 500 bricks so that when we have to extract these bricks, we will be able to put the others in place

11.2. Council Member Kipphut's reports and announcements – None

11.3. Council Member Hodges' reports and announcements – None

11.4. Council Member Woessner's reports and announcements

I would like to give a brief recap of the MC50 event. We had 200 people attend; served cake and ice cream; had a 60-foot blow-up obstacle course; games; a new Christmas tree planted; the ditch tractors; Master Gardner; and the very popular frozen t-shirt contest which was a close race with Matt Higgenbotham being the winner, Nathan Hodges second, and David Sweet third. We had a wonderful video that showed the beginning of McLendon-Chisholm and where we are now and where we are wanting to go. We received enough sponsorship funds to support the MC50 and not need to use any city funds, which I felt was a huge thing. I wanted to say thank you to everyone who came out and enjoyed the celebration in the community. I'd also like to say thank you to everyone who had a hand in making MC50 a success and Mayor, you asked me to head up MC50, I tha-nk you. As far as the Santa and Christmas Tree event, it will be our first and I'd like to do it on December 1st every year.

11.5. Mayor Pro Tem Bloom's reports and announcements - None

11.6. Council Member Dahl's reports and announcements – None

12. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 8:57 p.m.

ATTEST: APPROVED:

_____ _____

Lisa Palomba, City Secretary Keith Short, Mayor

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CWD

CommunityWasteDisposal.com

Since 1984

November 13, 2019

City of McLendon-Chisholm
Lisa Palomba
City Secretary
1371 West FM 550
McLendon-Chisholm, TX 75032

RE: Request for Market Adjustment Effective January 01, 2020

Dear Lisa:

In accordance with the Collection of Solid Waste & Recyclables Materials contract, Community Waste Disposal (CWD) may request an annual market adjustment. This notice is to inform you of our request for a Market Adjustment effective January 01, 2020. Attached is a new 2020 Exhibit "A" outlining the changes in rates as well as the market adjustment worksheet and backup for the changes in disposal, fuel and landfill.

The information below reflects a sample of the adjustments for McLendon-Chisholm.

2019 Residential rate	$ 22.76	2019 Commercial 1x8x1	$ 172.32
2020 Residential rate	$ 23.82	2020 Commercial 1x8x1	$ 183.37

If you have any question concerning this matter please contact CWD's Municipal Coordinator, Jason Roemer at 972.392.9300 ext. 3220 or on his cell at 214.418.5017.

Sincerely,

David Dalrymple
Accounts Receivable Manager

Enc: CPI Statistical Summary Data
DOE Regional Diesel Fuel Prices 2018 & 2019
Current and prior landfill rates
Market Adjustment Worksheet
2020 Exhibit A

CC: Greg Roemer
Dale Pound
Jason Roemer

2010 California Crossing
Dallas, Texas 75220-2310
telephone
972.392.9300 • 817.795.9300
facsimile
972.392.9301

2020 CITY of McLENDON-CHISHOLM Exhibit "A"

McLendon-Chisholm Solid Waste Collection and Recycling Services	Jan 2019 Net Rate to CWD	Jan 2019 Customer Rate	CPI Adjustment 2.80%	Fuel Adjustment -9.18%	Disposal Adjustment 20.00%	Total Adjustment	Jan 2020 Net Rate to CWD	Jan 2020 Customer Rate

Note: CWD considers this material as proprietary rate information that could affect their competiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

Residential Collection								
	Percent of Adjustment		48%	20%	32%			
Residential Single Family Trash Rate (once a week)	$14.96	$13.46	$0.18	-$0.25	$0.86	$0.79	$14.25	$15.83
(once per week collection of up to 1cy of bulk/brush)								
Additional Residential Trash Cart Pricing (each)	$6.67	$6.00	$0.08	-$0.11	$0.38	$0.35	$6.35	$7.06
	Percent of Adjustment		69%	20%	11%			
Residential Recycling Rate (once a week)	$6.82	$6.14	$0.12	-$0.11	$0.14	$0.15	$6.29	$6.99
	Percent of Adjustment		69%	20%	11%			
Residential X-treme Green Event	$0.98	$0.88	$0.02	-$0.02	$0.02	$0.02	$0.90	$1.00
	Percent of Adjustment		48%	20%	32%			
Special Collection Rate for Collection of Unusual Accumulations	$16.67	$15.00	$0.20	-$0.28	$0.96	$0.88	$15.88	$17.64
	Percent of Adjustment		100%	0%	0%			
Replace lost/stolen Recycle Cart (each)	$83.33	$75.00	$2.10	$0.00	$0.00	$2.10	$77.10	$85.67
Disaster Management Rates								
	Percent of Adjustment		80%	20%	0%			
Roll off Truck and Container (per haul) *	N/A	$262.00	$5.87	-$4.81	$0.00	$1.06	$263.06	N/A
Rate per Hour - Grapple Truck *	N/A	$165.00	$3.70	-$3.03	$0.00	$0.67	$165.67	N/A
Rate per Hour - Rear Loader with Crew *	N/A	$165.00	$3.70	-$3.03	$0.00	$0.67	$165.67	N/A
	Percent of Adjustment		0%	0%	100%			
* Disposal (per ton)	N/A	$36.21	$0.00	$0.00	$7.24	$7.24	$43.45	N/A
Commercial Cart								
	Percent of Adjustment		48%	20%	32%			
First Trash Poly-Cart (once a week service)	$27.78	$25.00	$0.34	-$0.46	$1.60	$1.48	$26.48	$29.42
Price for Each Additional Trash Poly-Cart	$22.22	$20.00	$0.27	-$0.37	$1.28	$1.18	$21.18	$23.53
Front Load Commercial Trash Container Services								
	Percent of Adjustment		57%	13%	30%			
2 Cubic Yard Container								
One time per week	$111.61	$100.45	$1.60	-$1.20	$6.03	$6.43	$106.88	$118.76
3 Cubic Yard Container								
One time per week	$123.39	$111.05	$1.77	-$1.33	$6.66	$7.10	$118.15	$131.28
4 Cubic Yard Container								
One time per week	$131.21	$118.09	$1.88	-$1.41	$7.09	$7.56	$125.65	$139.61
6 Cubic Yard Container								
One time per week	$154.73	$139.26	$2.22	-$1.66	$8.36	$8.92	$148.18	$164.64
8 Cubic Yard Container								
One time per week	$172.32	$155.09	$2.48	-$1.85	$9.31	$9.94	$165.03	$183.37
Extra Pick-Ups and Reloads								
2 cu. Yd. Containers	$37.78	$34.00	$0.54	-$0.41	$2.04	$2.17	$36.17	$40.19
3 cu. Yd. Containers	$38.89	$35.00	$0.56	-$0.42	$2.10	$2.24	$37.24	$41.38
4 cu. Yd. Containers	$40.00	$36.00	$0.57	-$0.43	$2.16	$2.30	$38.30	$42.56
6 cu. Yd. Containers	$42.22	$38.00	$0.61	-$0.45	$2.28	$2.44	$40.44	$44.93
8 cu. Yd. Containers	$43.33	$39.00	$0.62	-$0.47	$2.34	$2.49	$41.49	$46.10
Commercial Special Services								
	Percent of Adjustment		100%	0%	0%			
Container Inside Four Side Enclosures - Per Pick-Up, Per Container	$4.17	$3.75	$0.11	$0.00	$0.00	$0.11	$3.86	$4.29
Caster - (<4 cu. Yd.) Per Pick-up, Per Container	$4.17	$3.75	$0.11	$0.00	$0.00	$0.11	$3.86	$4.29
Locks - Per Pick Up, Per Container	$4.17	$3.75	$0.11	$0.00	$0.00	$0.11	$3.86	$4.29
One Container Inside Gated Property - Per Pick-Up, Per Container	$4.17	$3.75	$0.11	$0.00	$0.00	$0.11	$3.86	$4.29
Two Containers Inside Gated Property - Per Pick-Up, Per Container	$2.78	$2.50	$0.07	$0.00	$0.00	$0.07	$2.57	$2.86
Three or More Containers Inside Gated Property - Per Pick-Up, Per Container	$1.39	$1.25	$0.04	$0.00	$0.00	$0.04	$1.29	$1.43

2020 CITY of McLENDON-CHISHOLM Exhibit "A"

McLendon-Chisholm Solid Waste Collection and Recycling Services	Jan 2019 Net Rate to CWD	Jan 2019 Customer Rate	CPI Adjustment 2.80%	Fuel Adjustment -9.18%	Disposal Adjustment 20.00%	Total Adjustment	Jan 2020 Net Rate to CWD	Jan 2020 Customer Rate

Note: CWD considers this material as proprietary rate information that could affect their competiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

Open Top Rolloff Containers								
	Percent of Adjustment		80%	20%	0%			
Delivery - weekday	$205.56	$185.00	$4.14	-$3.40	$0.00	$0.74	$185.74	$206.38
Delivery - weekend	$238.89	$215.00	$4.82	-$3.95	$0.00	$0.87	$215.87	$239.86
Trip Charge (Dry Run) - weekday	$205.56	$185.00	$4.14	-$3.40	$0.00	$0.74	$185.74	$206.38
Trip Charge (Dry Run) - weekend	$238.89	$215.00	$4.82	-$3.95	$0.00	$0.87	$215.87	$239.86
	Percent of Adjustment		100%	0%	0%			
Weekly Rental	$38.89	$35.00	$0.98	$0.00	$0.00	$0.98	$35.98	$39.98
Monthly Rental	$166.67	$150.00	$4.20	$0.00	$0.00	$4.20	$154.20	$171.33
	Percent of Adjustment		37%	13%	50%			
30 Cubic Yard Per Haul - weekday ** +	$439.26	$395.33	$4.10	-$4.72	$39.53	$38.91	$434.24	$482.49
30 Cubic Yard Per Haul - weekend ** +	$472.59	$425.33	$4.41	-$5.08	$42.53	$41.86	$467.19	$519.10
	Percent of Adjustment		0%	0%	100%			
** Plus Disposal Per Ton if over 8,000 lb.'s	$39.81	$35.83	$0.00	$0.00	$7.17	$7.17	$43.00	$47.78
+ Excess Payload for Trucks Over 27 Tons	$101.76	$91.58	$0.00	$0.00	$18.32	$18.32	$109.90	$122.11
Special Collections								
Other Charges								
Returned Checks	N/A	$35.00	$0.00	$0.00	$0.00	$0.00	$35.00	N/A
City Free Services								
Solid Waste Removal Service at:								
City Facility (4 x 95 Trash & 4 x 95 Recycle carts - serviced 1 x per week)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Various Roll Off Hauls(30 x 30 yard open top - 30 hauls per year)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Christmas Trees Recycling (1 x 30 yard open top - 1 x per year)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C

McLENDON-CHISHOLM MARKET ADJUSTMENT WORKSHEET

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Fuel worksheet		
	Aug, Sept & Oct of **2018**	Aug, Sept & Oct of **2019**
Week 1	3.117	2.806
Week 2	3.152	2.802
Week 3	3.172	2.805
Week 4	3.169	2.804
Week 5	3.079	2.827
Week 6	3.052	2.858
Week 7	3.056	2.761
Week 8	3.039	2.745
Week 9	3.035	2.740
Week 10	3.004	2.744
Week 11	2.981	2.751
Week 12	2.990	2.763
Week 13	2.995	2.787
Average	**3.065**	**2.784**
Dollar Change		**(0.281)**
Percent of Change		**-9.16%**

Landfill Information	
Landfill Prior	35.00
Current	42.00
Difference in $	7.00
Percentage	**20.00%**

CPI Information	
CPI Sept 18	238.686
CPI Sept 19	245.477
2019 less 2018	6.791
Percentage	**2.8%**

INDEX CHANGE	
CPI%	**2.8%**
Fuel %	**-9.16%**
Disposal %	**20.00%**

	F/L	R/O	R/O Excessive Weight	Resi Trash	Resi Rcy
CPI	57%	37%	0%	48%	69%
Fuel	13%	13%	0%	20%	20%
Disposal	30%	50%	100%	32%	11%
	100%	100%	100%	100%	100%

	F/L	R/O	R/O Excessive Weight	Resi Trash	Resi Rcy
CPI	1.60%	1.04%	0.00%	1.34%	1.93%
Fuel	-1.19%	-1.19%	0.00%	-1.83%	-1.83%
Disposal	6.00%	10.00%	20.00%	6.40%	2.20%
Total	**6.41%**	**9.85%**	**20.00%**	**5.91%**	**2.30%**

P:\123DATA\David Dalrymple\Cities\McLendon-Chisholm\Annual adjustment worksheet

Databases, Tables & Calculators by Subject

SHARE ON:

Change Output Options: From: 2009 To: 2019 GO

include graphs include annual averages More Formatting Options

Data extracted on: October 15, 2019 (3:36:07 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS37ASA0LE,CUUSS37ASA0LE
Not Seasonally Adjusted
Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted
Area: Dallas-Fort Worth-Arlington, TX
Item: All items less energy
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2009	202.159		203.731		202.206		202.308		203.781		203.699		203.043	202.711	203.376
2010	203.673		203.572		202.918		201.472		203.649		202.999		203.065	203.204	202.926
2011	204.112		206.036		206.064		206.418		207.691		209.171		206.797	205.596	207.998
2012	209.278		210.745		211.017		211.076		212.619		213.603		211.587	210.496	212.679
2013	214.034		215.132		214.590		215.479		216.630		216.241		215.472	214.706	216.239
2014	216.948		218.185		218.293		218.085		218.872		219.281		218.398	217.903	218.893
2015	219.851		221.760		221.630		221.408		222.473		223.021		221.817	221.209	222.425
2016	224.102		225.823		226.910		227.315		227.995		228.292		226.940	225.868	228.013
2017	228.486		229.667		230.934		231.424		233.624		234.845		231.645	229.824	233.467
2018	234.774		235.907		237.847		237.289		238.686		240.358		237.587	236.353	238.822
2019	241.185		242.060		241.921		243.642		245.477					242.075	

12-Month Percent Change

Series Id: CUURS37ASA0LE,CUUSS37ASA0LE
Not Seasonally Adjusted
Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted
Area: Dallas-Fort Worth-Arlington, TX
Item: All items less energy
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2009	3.1		3.7		2.5		1.8		1.7		1.0		2.2	3.0	1.4
2010	0.7		-0.1		0.4		-0.4		-0.1		-0.3		0.0	0.2	-0.2
2011	0.2		1.2		1.6		2.5		2.0		3.0		1.8	1.2	2.5
2012	2.5		2.3		2.4		2.3		2.4		2.1		2.3	2.4	2.3
2013	2.3		2.1		1.7		2.1		1.9		1.2		1.8	2.0	1.7
2014	1.4		1.4		1.7		1.2		1.0		1.4		1.4	1.5	1.2
2015	1.3		1.6		1.5		1.5		1.6		1.7		1.6	1.5	1.6
2016	1.9		1.8		2.4		2.7		2.5		2.4		2.3	2.1	2.5
2017	2.0		1.7		1.8		1.8		2.5		2.9		2.1	1.8	2.4
2018	2.8		2.7		3.0		2.5		2.2		2.3		2.6	2.8	2.3
2019	2.7		2.6		1.7		2.7		2.8					2.4	

unload themselves with proof of residency (current driver's license, and recent City utility bill). If you cannot supply proof of residency, you will be charged a non-refundable fee. There is a minimum charge of $10. The waste must come from the home in which the resident resides.

Rowlett residents will be allowed to dispose of debris, without charge, twice within a calendar year at the Hinton Landfill and Transfer Station in Garland by obtaining a "Landfill Pass" from the City of Rowlett. Read about Rowlett's Landfill Pass Information (PDF).

Non-Garland residents, private waste haulers and customers with commercially generated waste will be charged a per-ton fee based on the weight of the load.

- Automatic Dump Trailers & Vehicles: $42 per ton
- Non-Automatic Vehicles: $57.75 per ton

A security deposit is required. There is a minimum charge of $10.

Payment Types Accepted:

- All major credit cards except American Express
- Cash
- Local checks. Bring a copy of the driver's license of the person who signed the check

The Hinton Landfill has different hours of operation during the week and weekends. Always allow yourself enough time to unload before the landfill closes.

Use of Scales

- Residential and commercial customers may utilize both inbound scales.
- All residents, commercial customers, and visitors must check in with scale attendant.
- One vehicle on the scale at a time.
- Commercial customers and non-Garland residents must provide license plate number to scale attendant.

Secure Loads

- All loads must be tarped to avoid a $20 surcharge.

Payment

- When paying by check - one check per load is required.
- Payments over the phone are not accepted.

Increasing Fuel Costs Prompt City of Garland Environmental Waste Services Rate Increase

Due to significant escalations in fuel cost, mid-year rate increases are required for residential and commercial solid waste collection customers. The disposal gate rate charged to non-Garland residents and commercial customers using the City's landfill and Transfer Station will also be increased. **The new rates take effect August 1, 2008.**

New rates will be as follows:

- The current monthly residential sanitation rate of $16.25 will increase by $1.84 a month for a total monthly rate of $18.09.
- Commercial solid waste collection rates will increase by 10% based on the size(s) and type(s) of container(s) and the collection frequency
- Landfill disposal gate rates will increase by $5.00 per ton (non-Garland residents and commercial customers).
  - New rate for automatic dumping vehicles: $35.00 per ton
  - New rate for trucks and trailers that do not automatically dump: $52.50
- Transfer Station disposal gate rates will increase by $5.00 per ton (non-Garland residents and commercial customers).
  - New rate for automatic dumping vehicles: $52.50 per ton
  - New rate for vehicles that do not automatically dump: $78.75

Interactive Graph | DOE Diesel Prices | Comdata and T-Chek Averages | Fuel News

2019 DOE Regional Diesel Fuel Prices

2019

Date	U.S. Average	East Coast	New England	Central Atlantic	Lower Atlantic	Midwest	Gulf Coast	Rocky Mountain	West Coast	California
10/28	3.064	3.056	3.028	3.246	2.932	2.963	2.806	3.082	3.724	3.998
10/21	3.050	3.045	3.045	3.235	2.916	2.957	2.802	3.044	3.675	3.980
10/14	3.051	3.044	3.042	3.227	2.920	2.967	2.805	3.041	3.653	3.982
10/7	3.047	3.041	3.047	3.224	2.915	2.967	2.804	3.022	3.642	3.981
9/30	3.066	3.065	3.056	3.238	2.948	2.987	2.827	3.032	3.645	3.976
9/23	3.081	3.083	3.070	3.252	2.971	2.992	2.858	3.034	3.650	3.976
9/16	2.987	2.998	3.013	3.177	2.874	2.882	2.761	2.959	3.574	3.901
9/9	2.971	2.992	3.022	3.161	2.871	2.864	2.745	2.933	3.548	3.878
9/2	2.976	3.000	3.027	3.178	2.874	2.874	2.740	2.924	3.555	3.885
8/26	2.983	3.003	3.031	3.186	2.874	2.890	2.744	2.936	3.556	3.887
8/19	2.994	3.019	3.048	3.199	2.892	2.900	2.751	2.939	3.564	3.887
8/12	3.011	3.034	3.073	3.215	2.904	2.924	2.763	2.940	3.580	3.909
8/5	3.032	3.055	3.107	3.233	2.923	2.942	2.787	2.965	3.605	3.940
7/29	3.034	3.059*	3.106	3.246	2.924	2.940	2.793	2.967	3.606	3.940
7/22	3.044	3.072	3.122	3.259	2.937	2.948	2.804	2.978	3.611	3.939
7/15	3.051	3.080	3.131	3.272	2.941	2.956	2.805	2.975	3.624	3.952
7/8	3.055	3.081	3.134	3.275	2.940	2.968	2.804	2.980	3.624	3.953
7/1	3.042	3.080	3.135	3.270	2.941	2.924	2.803	2.998	3.628	3.963

Interactive Graph | DOE Diesel Prices | Comdata and T-Chek Averages | Fuel News

2018 DOE Regional Diesel Fuel Prices

2018

Date	U.S. Average	East Coast	New England	Central Atlantic	Lower Atlantic	Midwest	Gulf Coast	Rocky Mountain	West Coast	California
11/26	3.261	3.277	3.344	3.447	3.145	3.185	3.035	3.339	3.739	3.964
11/19	3.282	3.295	3.347	3.466	3.165	3.216	3.045	3.360	3.767	4.000
11/12	3.317	3.314	3.356	3.483	3.187	3.262	3.085	3.378	3.807	4.040
11/05	3.338	3.329	3.362	3.498	3.205	3.286	3.106	3.398	3.833	4.068
10/29	3.355	3.346	3.365	3.523	3.217	3.310	3.117	3.405	3.848	4.074
10/22	3.380	3.369	3.368	3.531	3.254	3.333	3.152	3.408	3.871	4.096
10/15	3.394	3.382	3.361	3.544	3.272	3.351	3.172	3.400	3.880	4.109
10/08	3.385	3.360	3.344	3.531	3.243	3.351	3.169	3.390	3.866	4.111
10/01	3.313	3.292	3.305	3.447	3.180	3.278	3.079	3.367	3.802	4.038
9/24	3.271	3.254	3.270	3.416	3.136	3.218	3.052	3.355	3.759	3.986
9/17	3.268	3.252	3.267	3.415	3.135	3.208	3.056	3.363	3.755	3.979
9/10	3.258	3.246	3.255	3.407	3.131	3.194	3.039	3.367	3.746	3.969
9/03	3.252	3.235	3.270	3.399	3.114	3.191	3.035	3.364	3.742	3.959
8/27	3.226	3.219	3.267	3.385	3.094	3.153	3.004	3.364	3.719	3.945
8/20	3.207	3.207	3.261	3.380	3.076	3.129	2.981	3.349	3.706	3.929
8/13	3.217	3.219	3.265	3.387	3.091	3.139	2.990	3.358	3.714	3.942
8/06	3.223	3.222	3.271	3.393	3.093	3.151	2.995	3.361	3.717	3.943
7/30	3.226	3.223	3.274	3.390	3.096	3.156	2.997	3.361	3.720	3.945

Oct 2019

Community Waste Disposal Monthly Report to the City of McLendon-Chisholm

Jason Roemer *Municipal Coordinator*

Municipal Recycling Program

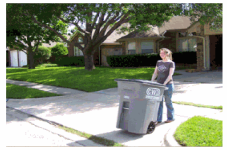
Single Stream Recycling

Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of McLendon-Chisholm are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

	Oct-19	Sep-19	Aug-19	Jul-19	Jun-19	May-19	Apr-19	Mar-19	Feb-19	Jan-19	Dec-18	Nov-18
Homes	955	955	964	972	920	910	922	804	716	613	0	0
Resi Rcy Tonnage	9.91	14.66	19.44	17.90	16.75	29.11	8.59	26.47	24.21	17.33	0.00	0.00
Pounds / Home / Month	20.75	30.70	40.33	36.83	36.41	63.98	18.63	65.85	67.63	56.54	0.00	0.00

Municipal Service Inquiries



Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

	Oct-19	Sep-19	Aug-19	Jul-19	Jun-19	May-19	Apr-19	Mar-19	Feb-19	Jan-19	Dec-18	Nov-18
Service Opportunities	8,270	8,270	8,348	8,417	7,967	7,881	7,985	6,963	6,201	5,309	0	0
Service Inquiries	18	5	10	4	2	3	5	10	38	55	0	0
Per 1,000 Service Opps	2.18	0.60	1.20	0.48	0.25	0.38	0.63	1.44	6.13	10.36	0.00	0.00

Customer Service Inquiries - Detail

Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of McLendon-Chisholm and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

City Account Complaints for the Period of 10/01/2019 - 10/31/2019

Account	Address	Service Type	Service Code	
[redacted]	[redacted]	RESI-RECYCLE	SERVICE RCYCART	
		RESI-RECYCLE	SERVICE RCYCART	
		RESI-RECYCLE	SERVICE RCYCART	
		RESI-RECYCLE	SERVICE RCYCART	
		RESI-RECYCLE	SERVICE RCYCART	
		RESI-RECYCLE	SERVICE RCYCART	
		RESI-RECYCLE	SERVICE RCYCART	
			Total	**7**
[redacted]	[redacted]	RESI-TRASH	SERVICE TRASH CART	
		RESI-TRASH	SERVICE TRASH CART	
		RESI-TRASH	SERVICE TRASH CART	
		RESI-TRASH	SERVICE TRASH CART	
		RESI-TRASH	SERVICE TRASH CART	
		RESI-TRASH	SERVICE TRASH CART	
		RESI-TRASH	SERVICE TRASH CART	
		RESI-TRASH	SERVICE TRASH CART	
		RESI-TRASH	SERVICE TRASH CART	
		RESI-TRASH	SERVICE TRASH CART	
			Total	**11**
			Grand Total	**18**

Texas Department of Transportation

4777 EAST US HIGHWAY 80, MESQUITE, TEXAS 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

November 12, 2019

Lisa Palomba
City Administrator
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, TX 75032

RE: State Highway 205 South Project

Ms. Palomba:

This letter is TxDOT's response to your October 15, 2019 letter regarding the City of McLendon-Chisholm concerns and requests regarding the subject project. Thank you for your continued interest in and support of this project.

As you may know the planned State Highway 205 (SH 205) has an approved schematic and is environmentally cleared, which includes a finalized right-of-way footprint. TxDOT is currently purchasing ROW and working towards a more detailed 30% design plan set.

We have taken a cursory look at the request for adding right turn lanes at various locations and the following are our initial findings:

Right turn lane additions at Via Toscana Lane (Sonoma Verde Entrance), Kensington Drive, Kingsbridge Lane, League Road, Entrance into Chisholm Baptist Church at 1388 S SH 205, Entrance into Lakeshore Church at 5575 S SH 205 are prohibited based on the current schematic footprint due to ROW limitations. The remaining locations at Fireside Drive, Briar Glen Lane, Pullen Road and the entrance into OASIS Tennis Club and Trampoline park at 5757 SH 205 need further investigation and we will keep you abreast of that progress.

Please know that all costs associated with adding right turn lanes at any non-signalized locations will have to be provided by the requesting local entity. Further if there are any locations that the City wishes to proceed with despite the ROW footprint being environmentally cleared will result in project schedule delays (ex. Environmental Document Re-evaluation, ROW parcel description modification and possible purchasing ROW a second time from property owners we have already acquired from).

Regarding a signal light at Via Toscana, TxDOT will consider this letter as a request to conduct a traffic signal warrant study at this location and will process it through our traffic operations department. If it is not warranted now, TxDOT can conduct future studies at the request of the City.

As mentioned above, this project has an approved schematic and TxDOT prefers for the roadway and the right-of-way footprint to not be altered; however, we will adjust our detailed design to minimize impacts to existing subdivision entry features where feasible. The clock tower is outside the limits of the proposed ROW line and will not be affected by the project.

TxDOT Green Ribbon Program is available to anyone who wishes to participate. We are happy to hear of the City's desire to want to participate. As the project progresses I encourage you to have continued conversations with our office so we may provide you additional information regarding this program. Further, if the City wishes to place entry monuments within the right-of-way there is a gateway monument project program (guidelines attached) that the City can participate in as well. The City would be responsible for the design and construction of any elements associated with these programs. TxDOT does not include landscape or gateway monumentations in our design but we will accommodate where feasible.

If you have any additional questions or need further information, please contact our office at 972 962-3617.

Sincerely,

Lane Selman, PE.
Area Engineer Kaufman/Rockwall

cc: Lacey Rodgers, P.E.
Suja Mathew, P.E.
Stephen Endres, P.E.
John Polster

F C Cuny Corporation
#2 Horizon Court. • Suite 500 • Heath, TX 75032
Tel: 469-402-7700 • Fax: 469-402-0700
email: crc@fccuny.com

Lisa Palomba- City Manager
City of McLendon Chisholm

12/05/2019

Dear Lisa:

The Development Agreement (DA) signed between MC 550 (original Developer) and the City of McLendon Chisholm specifies "The developer shall cause League Road to be resurfaced with asphalt at the intersection of League Road at the southwest corner of the Development Property and west from that point to the intersection of League Road and SH 205."

Land Solutions SV, LLC (LSSV) purchased Sonoma Verde from MC 550 and completed the re-surfacing of League Road through a subcontract with AK Contracting (AKC). This work was completed July 2, 2019. Since completion, we have been made aware of cracks along portions of the re-surfaced roadway. After consultation with the contractor and upon investigation, we believe the cracks are occurring based on sections of inconsistent base material (primarily at the edges of the Roadway) due to shrinkage and swelling caused by extended dry periods of weather. Extensive subgrade preparation was not a part of the development agreement, nor was it a part of AKC's scope of work. However, LSSV did pay AKC extra to fill existing potholes, add base material where it was visibly inadequate, and provide grading and compaction prior to placement of the two coats of Asphalt. In certain areas, AKC added as much as three-six inches of asphalt to level the roadway prior to placement of the final course of material.

This type of cracking is typical of asphalt roadways in this predominantly clay soil region of Texas. Many State Farm to Market and County Roads within Rockwall exhibit the same type of asphalt separation. AKC has provided LSSV with a plan to fill and seal the cracks with an Asphaltic Tar material which will address the problem. However, shrinkage and swelling cracks may appear in the future. LSSV is working with AKC on scheduling the repairs and are waiting on an appropriate period of weather to seal the cracks. LSSV will provide the City Council with an estimated schedule for starting and completion (weather dependent) by the next meeting.

Further, it is important to mention that LSSV has gone well above and beyond what was called for in the DA by widening, and paving with 6" concrete, the second portion of League Road for a distance of 2,200 feet and replacement of the undersized 60" corrugated metal pipe under League Road with a multiple concrete box culvert structure (4-10'wide x 7'high) with concrete headwalls and guardrails. None of these improvements were called for in the DA and were constructed at the sole cost of LSSV. Please call if you have any questions.

Sincerely,

STATE OF TEXAS
CHRISTOPHER R. CUNY
65642
REGISTERED
PROFESSIONAL ENGINEER
12-5-19

Chris Cuny, P.E. President

FC Cuny Corporation is a registered Texas Engineering Firm F-7449

City of McLendon-Chisholm

Staff Report

Discussion and action regarding consideration of entering into a Development Agreement with Mohammed Polani representing MFS Group, LLC, to include a cost share agreement for a wastewater line. (Requested by Palomba)

DATE:

December 10, 2019

BACKGROUND OF ISSUE:

During the November 12, 2019 Council Meeting, Council authorized City Administrator, Lisa Palomba to enter into negotiations with Muhammed Polani, representing MFS Group, LLC, regarding a possible cost share arrangement and pro rata performance agreement related to extension of a wastewater line from Via Toscana to the subject property located on the SW corner of Hwy 205 and FM 550.

MFS Group, LLC is requesting the City extend the wastewater line so the property may be developed as a commercial planned development district to include one to two buildings with an estimated total square footage of 12,500 to 13,500 square feet. Proposed uses may include a dine-in restaurant with or without a drive-thru and a variety of other primarily serviced based establishments to be considered by Council as part of a future zoning change request.

Appropriate zoning must be in place prior to commitment of any City funds for the project. A Final Plat is also required. Approval of this Agreement does not constitute approval of a zoning change or plat approval. An opinion of probably costs will be required prior to the commitment of funds to ensure project is within proposed limits of the Development Agreement.

CURRENT ESTIMATED PROJECT COST: $175,000 - $250,000
DEVELOPER SHARE: $50,000
CITY SHARE: REMAINING PROJECT COST UP TO $200,000

TERMS:

If Developers desired zoning and plat applications are granted, the Developer will provide a deposit of $95,000 prior to project start. The City would then provide the remaining funding required for the project as the project moves forward. Upon completion of the project, MFS Group, LLC will be reimbursed $45,000 in two installments with the first installment of $25,000 due at the time the sewer infrastructure is accepted by the City

Engineer and upon issuance of a Building Permit for the development structures. A final reimbursement of $20,000 will be provided to MFS Group upon final inspection of the completed structures by the Building Official.

FINANCIAL IMPACT:

At this time, the City is in a financial position to fund the project. The availability of a wastewater line on Hwy 205, specifically at the intersection of Hwy 205 and FM 550, has the potential to spur commercial development forward generating additional ad valorem property tax and sales tax revenue for the City.

The Developer Agreement also calls for the City to put in place an ordinance requiring all commercial development within 500 feet of the proposed wastewater line to connect to the line as property is developed. Future developers tying into the new wastewater line will be required to pay a pro rata portion of the project cost. The City should eventually recover the cost of the wastewater line although this could take many years depending on economic conditions. Development may also be affected by future zoning changes should the size of the General Business District change.

RECOMMENDATION:

This is ultimately a policy decision. The area is currently zoned for General Business. Council must determine if commercial development is genuinely desired or not. If Council is in favor of commercial development in the area, The City Administrator recommends that Council approve the Agreement.

SUGGESTED MOTION:

I move to approve entering into a Development Agreement with Muhmmed Polani representing FMS Group, LLC to include a cost share agreement for a wastewater line as presented.

Lisa Palomba, City Administrator

Commercial Development Agreement by and between the
City of McLendon-Chisholm, Texas and MFS Group, LLC.

An agreement between the City of McLendon-Chisholm, Texas, hereinafter referred to as the "City", and MFS Group, LLC, hereinafter referred to as the "Developer" of MFS Group, LLC Addition, hereinafter referred to as "Addition" to the City of McLendon-Chisholm, Rockwall County, Texas, for the development of the property and installation of certain public facilities located therein, and to provide City services thereto. It is understood by and between the parties that this Agreement is applicable to the Addition, a commercial development, and to the improvements necessary to support the Addition.

RECITALS

WHEREAS, the Texas Constitution prohibits any city, or other political subdivision, from lending its credit or granting public money to any individual, association or corporation whatsoever without a valid public purpose for doing so; and

WHEREAS, the Developer is the owner of a 1.5 acre lot on the SW corner of State Hwy 205 and FM 550 part of a 6.9 acre tract currently described as Lot 1 by the Conveyance Plat SH 205/550 Addition and filed of record in Rockwall County on June 10, 2019. Property lies within the corporate limits of the City of McLendon-Chisholm, Texas. Developer intends to develop the property for commercial use and Developer intends to participate in the construction of certain public improvements within the City of McLendon-Chisholm to wit: Hwy 205 sewer line (hereinafter referred to as the "Project"), as more particularly depicted in Exhibit "A," which is attached hereto and incorporated herein by reference(Exhibit will be attached once initial design is complete), on and for the benefit of the Property and the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City to continue to develop the area around Highway 205 to spur further growth and that the project planned by Developer will be beneficial to the citizens of this City at large; and

WHEREAS, in the interest of encouraging further development of this area, the City Council is willing to offer a commitment for development of wastewater line infrastructure as an incentive equal to the actual cost of the Project not to exceed $250,000, less Developer contribution of $50,000 provided that the Property is developed in accordance with all provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements and covenants set forth herein, the City and the Developer agree as follows:

Section 1. Incorporation of Recitals.

The above and foregoing recitals are true and correct and are incorporated herein and make a part of this Agreement for all purposes.

Section 2. Intentions of City and Developer

2.1 It is the intention of the Developer and the understanding of the City that Developer intends to develop for commercial use the 1.5 acre lot on the SW corner of State Hwy 205 and FM 550, part of a 6.9 acre tract described as Lot 1 by the Conveyance Plat SH

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205/550 Addition and filed of record in Rockwall County on June 10, 2019. Property lies within the corporate limits of the City of McLendon-Chisholm, Texas.

2.2 Developer is the legal owner of the property and intends to develop the lot described above as a Planned Development for commercial use. Developer intends to request rezoning to a Planned Development and submit to the City a final plat for approval once desired zoning is in place.

2.3 Developer intends and is bound by this Agreement, if desired zoning is achieved, to construct one to two buildings approximately 12,500 to 13,500 square feet designed to accommodate multiple tenants as part of a Commercial Planned Development. The Developer intends that one building or a part thereof will be designed for use as a dine-in restaurant which may or may not also have a drive-thru and a variety of other primarily service based establishments to be considered by Council as part of a future zoning change request. If marketing for dine-in restaurant is unsuccessful and Developer fails to obtain a restaurant tenant within 180 days of marketing for such, Developer may request Council consider an alternative pre-approved use in the Planned Development Zoning for the Addition.

2.4 Building on said Development shall be designed using a minimum of 90% masonry materials to be approved by Council. No metals may be used unless ornamental and approved by Council. Only ground monument signs and building signage will be permitted. Pole signs are prohibited by this Agreement. A Site Plan, Landscape Plan, Development Plan including complete set of rendering drawings of exterior elevations and list of building materials shall be presented to the Planning & Zoning Commission and City Council for approval as part of the rezoning process. Building design is expected to generally conform to the style of the surrounding area and is subject to Council approval. Remaining elements of the Development shall be presented as part of a Planned Development Zoning Application or must conform to existing zoning standards.

2.5 Developer agrees to follow all local, state and federal procedures in place to apply for desired zoning and platting of said property and Developer understands nothing in this Agreement constitutes approval of a zoning change.

Section 3. General Requirements

3.1 It is agreed and understood by the parties hereto that the Developer shall employ a Civil Engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all facilities covered by this Agreement.

3.2 The Developer hereby agrees to comply with all federal, state, and local laws that are applicable to development of this Addition.

3.3 The Developer agrees that the completed project will be constructed in conformance with the approved Concept Plan, Development Site Plan, Construction Plans and other permits or regulatory authorizations which may be granted by the City during the development process.

3.4 Building permits cannot be issued until all infrastructure is deemed substantially

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complete as determined by the City Engineer.

3.5 The Developer recognizes that a Certificate of Occupancy cannot be issued until the supporting public works infrastructure including water, sewer, and drainage and all buildings have received a final inspection and are accepted by the City.

3.6 The Developer will require construction company to present to the City a performance bond guaranteeing and agreeing to pay an amount equal to 100% of the value of the construction cost of all facilities (streets, sidewalks, water, sewer, drainage, and any other infrastructure improvements) to be constructed by the Developer, and providing for payment to the City of the total remaining amounts required for the completion of the facilities if the Developer fails to complete the work, once started, within two (2) years of the signing of this Agreement between the City and Developer.

3.7 Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City, through the City Administrator, shall retain the right to reject any surety company as a surety for any work under this or any other Developer's Agreement within the City regardless of such company's authorization to do business in Texas. Approval by the City shall not be unreasonably withheld or delayed.

3.8 Developer agrees to have the Contractor furnish to the City a 2-year maintenance bond in an amount equal to the cost of construction of all public facilities. The 2-year maintenance bond will take effect on the date of final acceptance of all of the public facilities in the Addition and shall secure all costs of maintenance of such public facilities for a period of two (2) years. The 2-year maintenance bond will be supplied to the City by the contractors performing the work, and the City will be named as the beneficiary.

Section 4. Commitment

4.1. By this Agreement, the City is providing a commitment for infrastructure equal to the actual costs of the sewer project not to exceed $250,000 (i.e. labor and materials, including design costs) less $50,000 which is to be paid by the Developer.

4.2. Improvements (On-Site Water)

The Developer hereby agrees to install water facilities to serve all lots shown on the final plat of the Addition in accordance with plans and specifications to be prepared by the Developer's engineer and released by the City for construction and in accordance with any other local, state and federal regulations. The Developer shall be responsible for all construction costs, materials, engineering, permits and inspection fees. The Developer will make all arrangements for water service to be provided by a private water supply company. Verification must be provided by a letter from the applicable water supplier, accompanied by a copy of the minutes of the board or other corporate approval which certifies that the water supply and proposed

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meter/water distribution system are sufficient in quality, quantity and pressure to adequately meet the needs of the Addition and meet all City standards. The City is not responsible for costs associated with the water line design, materials and installation.

4.3. Improvements (Sanitary Sewer/Wastewater Line)

The Developer and the City agree that installation of a wastewater line to the Addition, benefits both the City and Developer. The City and Developer recognize the initial expense of design and construction of the wastewater line is cost prohibitive for the City and Developer and hereby agree that both parties enter into a cost share arrangement as described below for mutual benefit and further provide for pro rata reimbursement to the City as future lots develop.

The City and Developer intend to extend the wastewater line from the vicinity of Via Toscana Drive in McLendon-Chisholm to the lot located on the southwest side of the intersection of FM 550 and Hwy 205 in McLendon-Chisholm to service lots as shown on the final plat of the Addition and to service additional lots for future development. Sanitary sewer facilities will be designed and installed in accordance with the plans and specifications to be prepared by the Developer's Engineer in general conformance with the City's Master Sewer Plan and/or City ordinances and approved, inspected and finally released by the City. Further, the Developer agrees to complete this installation in accordance with any other local, state and federal regulations.

4.4. Developer Obligations, Costs and Reimbursement

Prior to preparing full design of project, Developer's Engineer shall prepare and present to the City an Opinion of Probable Costs for the proposed project and include a 25% or greater contingency. If Probable Cost exceeds $250,000, this Agreement is terminated, and Developer has no right to reimbursement by the City unless this Agreement is amended to include the greater probable costs. Any amendment must be approved by the City Council.

The Developer agrees to pay the City an initial deposit of $95,000 for any required for engineering design services, plan review, materials and construction costs, permits and inspections associated with the sewer infrastructure, installation and related costs upon approval of any related zoning or plat requirements.

Once sewer infrastructure has been installed and fully accepted by the City Engineer, and upon issuance of a Building Permit for structures within the Addition, the City will reimburse the developer $25,000.

Developer will be reimbursed a final installment of $20,000 upon final inspection of the completed structure.

The Developer shall remit to the City a copy of all receipts associated with the sewer infrastructure, design and installation costs as costs are incurred. The Developer hereby agrees to pay his chosen Engineer for any initial studies or design of sewer infrastructure related to Development so as not to delay plans. Developer assumes all financial risk in hiring his chosen Engineer except as allowed for reimbursement as

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specified in this Developers Agreement. The City is under no obligation to participate in sewer related costs until zoning and plat approval are complete. If appropriate zoning and plat are not approved or withdrawn by the Developer, all costs for initial study or design will be the responsibility of the Developer.

All professional consulting fees incurred by the City related to zoning and plating of the Addition such as, but not limited to, City Attorney fees, City Planner Fees and City Engineer fees, shall be passed through to the Developer and will be paid by Developer within 30 days of invoice. The Developer shall pay all Zoning Change and Plat Fees according to the adopted Fee Schedule. The Developer will pay an initial deposit of $4,000 prior to any work performed by City consultants once this Agreement is approved by both parties. Land Use Development fees for zoning and plat requirements are separate fees from sanitary sewer related costs. The City agrees to pass through these professional fees without markup. If initial $4,000 is depleted, Developer will be invoiced monthly as required until project completion.

4.5 City Obligations, Costs and Reimbursement to Developer

The City shall pay all remaining costs associated with the sewer infrastructure and shall pay remaining costs, not to exceed a total project cost of $250,000, beyond the initial $95,000 deposit at the time costs are actually incurred. The City shall not contribute any funds until appropriate zoning is secured and plat approved through the Development process.

4.6. Pro Rata Reimbursement by Future Developers

Once the sewer line is completed and accepted by the City, the City will impose an appropriate fee, to be determined by the City Engineer and approved by the City Council, based on actual cost of the sewer infrastructure and administrative costs, to all new Developers required to connect to the line.

4.7 It is the City's intent to require Developers of Commercial properties located within 500 feet of an existing or planned sewer line to tie into the City's sanitary sewer system. Upon payment for said connections, the City will retain all pro rata fees. It is understood by the parties that the Developer shall not be entitled to further reimbursement.

Section 5. Process

5.1. Developers Agreement must be approved by City Council and executed by both parties.

5.2. Verification must be provided by a letter from the applicable water supplier, accompanied by a copy of the minutes of the board or other corporate approval which certifies that the water supply and proposed meter/water distribution system are sufficient in quality, quantity and pressure to adequately meet the needs of the Addition and meet all City standards. Verification shall be provided prior to or in conjunction with any zoning change application and/or issuance of a building permit.

5.3. Developer is responsible for obtaining appropriate zoning for desired use.

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5.4. Developer must have preliminary and final plat approved.

5.5. Developer will enter into agreement with qualified Civil Engineer regarding sewer design and such design must be approved by the City Engineer.

5.6 Developer's Engineer shall prepare and present to the City an Opinion of Probable Costs for the proposed project and include a 25% or greater contingency.

5.7. Developer and his chosen Engineer are responsible for preparing and advertising all bid opportunities on the City's behalf, preparing bid tabulations and recommending the most qualified construction bid to the City Council for consideration in accordance with the Texas Local Government Code Section 252 as related to procurement and purchasing. The City Engineer shall be consulted as part of the process and shall review all related bid documents.

5.8. Contractor and subcontractors must register with the City and provide contact information for each contractor.

5.9. Submit performance bonds to the City.

5.10. Submit to the City a policy of general liability insurance, naming the City as co-insured.

5.11. Developer and contractors must attend pre-construction meeting with the City Engineer.

5.12. All final plans must be sealed by design engineer and provided to the City upon completion.

5.13. A 2-year maintenance bond for sewer infrastructure must be provided to the City upon final City acceptance.

Section 6. Project Administration

The parties agree that the Developer's Engineer shall lead project administration for construction of public facilities but shall at all times keep the City Engineer and City Administrator well informed of project progress, issues, delays or other pertinent information related to project.

Prior to preparing full design of project, Developer's Engineer shall prepare and present to the City an Opinion of Probable Costs for the proposed project and include a 25% or greater contingency.

Developer's Engineer, in consultation with the City Engineer, shall prepare any pre-bid documents including public notices, shall host any pre-bid conferences, answer bidder questions, prepare addenda, prepare bid tabulations and recommendations of bid award. Developer's Engineer shall prepare documents for related requests for information if requested.

City Engineer, in consultation with Developer's Engineer, shall review contractor invoices prior to City issuing payment to contractor. City Engineer, in consultation with Developer's Engineer shall provide construction observation as needed. City

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Engineer shall perform final inspection and write letter of acceptable upon project completion.

Section 7. Time Limitations

Work performed under this Agreement, including infrastructure and buildings, shall be completed within two (2) years from the date of this agreement. In the event the work has not started within the two year period, the Council may, by a majority vote of Council, extend the completion date.

Section 8. Dedication and Maintenance of Improvements

The City is an exempt organization under Section 151.309, Tax Code, and the sewer facilities constructed under this Agreement will be dedicated to public use and accepted by the City. Other infrastructure including streets, sidewalks, water lines and drainage facilities associated with the Addition will be the responsibility of the Developer to maintain.

Section 9. Default and Termination

9.1 This Agreement may be terminated by the mutual written agreement of the parties. Either party may terminate this Agreement if the other party breaches any of the terms and conditions of this Agreement, and such breach is not cured (or cure of such breach is not commenced) by such party within sixty (60) days after receipt of written notice thereof.

9.2 If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after City sends written notice of such failure to Developer, then City shall have the following remedies, in addition to City's other rights and remedies:

a) to file this instrument in the Real Property Records of Rockwall County, Texas as a lien or encumbrance on the Property;

b) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property, including but not limited to, any of the sewer infrastructure improvements, and/or the facility;

c) to refuse to issue building permits for any building on the Property;

d) to refuse to issue a Certificate of Occupancy for the Property; and/or

e) to seek specific enforcement of this Agreement.

9.3 If City fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after City receives written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

9.4 Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that City shall not, under any circumstance, be required to

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tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in this Agreement.

Section 10. Miscellaneous

10.1 **Parties Bound; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns and shall be a covenant running with the land. This Agreement may not be assigned, transferred or otherwise conveyed by the Developer without the prior written consent of the City. This Agreement shall not be recorded in the public land records without the written consent of Developer and City.

10.2 **Bonds.** Developer agrees to execute a performance bond for the construction of the Project by the Developer to ensure completion of the Project in accordance with Chapter 2253 Texas Government Code and Section 212.073 of the Texas Local Government Code, or to cause its contractors to provide such performance bonds, and payment bonds in forms reasonably satisfactory to the City for the construction and to ensure completion of the Project.

10.3 **INDEMNIFICATION / HOLD HARMLESS. DEVELOPER DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS "CITY") FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE DEVELOPER'S PERFORMANCE OF THIS AGREEMENT. THE FOREGOING RELEASE AND INDEMNITY SHALL EXPIRE AND BE OF NO FURTHER FORCE AND EFFECT UPON THE CITY'S PURCHASE OF THE PUBLIC RIGHT-OF-WAY DESCRIBED IN SECTION 3.1 HEREINABOVE.**

10.4 **Notice.** All notices required by this Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery.

If intended for Developer, to:

MFS Group, LLC.

ATTN: Muhammed Polani
2357 Jupiter Road
Plano, Texas 75074
Phone 214-334-8165 or 214-405-8566

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If intended for City, to:	With a copy to:
City of McLendon-Chisholm ATTN: City Administrator 1371 FM 550 McLendon-Chisholm, Texas 75032 Phone 972-524-2077	Michael B. Halla, City Attorney Halla Law Firm, PLLC 5050 Quorum Dr., Suite 625 Dallas, Texas 75254 Phone: 214.473.5551

10.5 **Compliance with Laws.** Developer shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done thereunder, which exits, or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

10.6 **Warranty.** The persons executing the same are authorized to execute this agreement on behalf of each of the respective parties.

10.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Rockwall County, Texas.

10.8 **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.9 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and the Developer. This Agreement may only be changed or modified with the written consent of the Developer and the City Council. Such modification may be requested by either party, but shall not, in any event, be effective unless and until approved by the City Council of the City.

10.10 **Recitals**. The representation, covenants recitations set forth in foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of the City Council of the City of McLendon-Chisholm and the authorized representative of the Developer.

10.11 **Vested Rights/Chapter 245 Waiver**. The parties shall be subject to all ordinances of City, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides City with fair notice of any project of Developer. **DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

10.12 **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

DRAFT

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

City of McLendon-Chisholm

Name: Lisa Palomba, City Administrator

Signature: _____

Address: 1371 W. FM 550, McLendon-Chisholm, TX 75032

DEVELOPER:

MFS Group

Name: Muhammed Polani

Signature: _____

Title: _____

Address: 2357 Jupiter Road, Plano, TX 75074

DRAFT

North East Texas Inspections

638 Chisholm Ranch Dr. Rockwall, Texas 75032, 972-998-3415

There were 11 new single family residential home permits issued in October, 2019. The attached addendum reflects the home address, valuation, square footage and name of the Builder.

There were 7 new accessory projects permitted including single trades, swimming pools, outdoor living, shop buildings and other accessory endeavors that are also attached.

Thank you for choosing North East Texas Inspections for your Building Services provider.

October 2019

David Ellis, Building Official

October 2019 New SFR	Valuation	Square ft.	Fee	Builder
1484 siena	$ 447,336.00	4367	$ 1,025.00	highland
280 adcox	$ 290,000.00	3023	$ 875.00	gardner
212 adcox	$ 260,000.00	3837	$ 1,025.00	gardner
1702 puglia crt.	$ 256,130.00	3664	$ 1,025.00	castlerock
1702 amarone	$ 372,182.00	3539	$ 1,025.00	highland
1734 amarone	$ 360,789.00	3539	$ 1,025.00	highland
1709 Pienze	$ 336,990.00	3448	$ 875.00	highland
1834 Bellagio	$ 340,186.00	3438	$ 875.00	highland
1194 Lucca	$ 458,190.00	4454	$ 1,025.00	highland
1758 amarone	$ 385,375.00	3764	$ 1,025.00	highland
1710 voltera	$ 298,000.00	2768	$ 875.00	highland
			$ 10,675.00	

Accessory permits October 2019	Project	Valuation	Fee
1061 kingsbridge	patio cover	$ 20,000.00	$150.00
1503 Pisa Crt.	elect.	$1,000.00	$75.00
1406 Barrollo	elect.	$1,000.00	$75.00
42 windsor	patio cover	$5,000.00	$150.00
42 windsor	pool	$50,000.00	$375.00
820 abington	garage	$25,000.00	$225.00
251 pheasant hill	garage	$50,000.00	$375.00
			$1,425.00

October 2019 Onsite inspections actual

1718 voltera	plmbg rough
1921 recioto	plmbg rough
1851 tuscany	flatwork
1847 tuscany	flatwork
1718 voltera	plmbg rough
1921 recioto	plmbg rough
1851 tuscany	flatwork
1847 tuscany	flatwork
2005 corleone	plmbg rough
2009 corleone	plmbg rough
1789 bertino	plmbg rough
19 windsor	pool final
1810 belagio	plmbg rough
1719 voltera	plmbg rough
3 winterhawk	garage final
50 windsor	deck steel
118 windsor	hvac
2009 corleone	plmbg rough
2029 corleone	plmbg rough
1921 recioto	plmbg rough
1810 belagio	plmbg rough
717 kensington	pool gas
1723 bertino	t-pole
1729 bertino	t-pole
1735 bertino	t-pole
115 harvest ridge	pool final
2033 corleone	t-pole
1745 amarone	t-pole
2029 corleone	plmbg rough
1855 tuscany	flatwork
1718 voltera	flatwork
1808 radda	flatwork
1122 cambridge	gas meter
910 compton	garage frame
3063 fm 550	frame mep
1718 voltera	flatwork
1122 cambridge	gas meter
3063 fm 550	t-pole
1366 Arizzo	elect. Meter
1369 arizzo	elect. Meter
2033 corleone	plmbg rough
1745 amarone	plmbg rough
1366 Arizzo	gas meter
1369 arizzo	gas meter
1723 bertino	plmbg rough
1729 bertino	plmbg rough

1735 bertino	plmbg rough
1741 bertino	plmbg rough
1820 bertino	gas meter
1820 bertino	elect. Meter
108 rose marie	foundation
1719 volters	flatwork
1719 voltera	foundation
1207 Artesia	final
1820 bertino	gas meter
1820 bertino	elect. Meter
115 harvest ridge	pool final
1220 manchester	pool final
1748 benito	gas meter
1748 benito	elect. Meter
1754 benito	gas meter
1754 benito	elect. Meter
1723 bertino	flatwork
1729 bertino	flatwork
1735 bertino	flatwork
1741 bertino	t-pole
1741 bertino	flatwork
1789 bertino	flatwork
900 compton	pool final
3063 fm 550	frame mep
1805 radda	frame mep
1706 pienze	frame mep
1917 recioto	plmbg rough
1713 san donato	t-pole
1830 san donato	t-pole
1406 barrollo	elect. Meter
1503 pisa	elect. Meter
50 windsor	pool final
1830 belagio	plmbg rough
1830 belagio	t-pole
1921 recioto	flatwork
1718 voltera	frame mep
1808 radda	frame mep
905 yorkhouse	patio framing
1718 voltera	frame mep
1917 recioto	flatwork
1830 belagio	plmbg rough
1830 belagio	t-pole
1808 radda	frame mep
1321 arezzo	final co
1360 arezzo	final co
1348 arezzo	gas meter
1348 arezzo	elect. Meter

1372 arezzo	gas meter
1372 arezzo	elect. Meter
1760 bertino	gas meter
1760 bertino	elect. Meter
1151 lucca	frame mep
1718 voltera	frame mep
1706 budino	frame mep
1806 belagio	t-pole
1806 belagio	plmbg rough
1706 budino	frame mep
1702 cima	plmbg rough
1830 belagio	plmbg rough
1713 san donato	plmbg rough
78 windsor	belly steel
1157 lucca	frame mep
1717 san donato	plmbg rough
1713 san donato	flatwork
1702 puglia	plmbg rough
1730 bertino	patio final
1847 tuscany	frame mep
1633 san donato	frame mep
1796 amalfi	final co
1772 bertino	final co
1766 bertino	final co
1820 bertino	final co
1163 lucca	plmbg top out
1169 lucca	plmbg top out
1713 san donato	flatwork
1851 tuscany	frame mep

ROCKWALL COUNTY SHERIFF
972 TL TOWNSEND ROCKWALL , TX 75087

CC.District = '41' AND CC.IncDate Between '10/01/2019' And '10/31/2019' AND
IsNull(CC.Jurisdiction, 'Default') = 'Default'

CFS History Search
Public Report

CFS #	Create When	Location	Type | Disposition
2019-035904	10/31/2019 4:33:12 PM	AREZZO LN MCLENDON CHISHOLM	RECKLESS DRIVER | ASSIGNMENT COMF
2019-035860	10/31/2019 10:36:09 AM	1700B W FM 550 MCLENDON CHISHOLM	MEDICAL CALL | ASSIGNMENT COMPLET
2019-035763	10/30/2019 6:05:00 PM	900B HAMILTON CT MCLENDON CHISHOLM	ALARM | ASSIGNMENT COMPLETE
2019-035686	10/30/2019 9:17:31 AM	300B E FM 550 MCLENDON CHISHOLM	LIFT ASSIST | ASSIGNMENT COMPLETE
2019-035656	10/29/2019 8:56:45 PM	100B PULLEN RD MCLENDON CHISHOLM	SUSPICIOUS PERSON/VEHICLE | ASSIGN
2019-035651	10/29/2019 8:20:13 PM	1500B BARROLO DR MCLENDON CHISHOLM	MEDICAL CALL | ASSIGNMENT COMPLET
2019-035559	10/29/2019 7:07:08 AM	1600B W FM 550 MCLENDON CHISHOLM	ALARM | ASSIGNMENT COMPLETE
2019-035527	10/28/2019 6:07:22 PM	1200B LIVORNO DR MCLENDON CHISHOLM	ANIMAL VISCIOUS | RSO REPORT TAKEN
2019-035248	10/26/2019 12:45:03 AM	1100B NEWCASTLE DR MCLENDON CHISHOLM	ALARM RESIDENTIAL FIRE | ASSIGNMENT
2019-035207	10/25/2019 9:02:06 PM	300B HACKBERRY CREEK CIR MCLENDON CHISHOLM	FIRE | ASSIGNMENT COMPLETE
2019-035155	10/25/2019 2:59:46 AM	9600B S FM 548 ROCKWALL COUNTY	MEDICAL CALL | ASSIGNMENT COMPLET
2019-035073	10/24/2019 10:01:03 AM	1400B CORRARA DR MCLENDON CHISHOLM	MEET COMPLAINANT | ASSIGNMENT COM
2019-035064	10/24/2019 8:45:20 AM	500B SAVANNA HILL LN MCLENDON CHISHOLM	ALARM | FALSE ALARM
2019-035052	10/24/2019 7:11:36 AM	1200B WALES DR MCLENDON CHISHOLM	ALARM | FALSE ALARM
2019-035024	10/23/2019 11:39:19 PM	1800B KENTWOOD CIR MCLENDON CHISHOLM	ALARM | ASSIGNMENT COMPLETE
2019-034962	10/23/2019 1:18:43 PM	1200B WALES DR MCLENDON CHISHOLM	ALARM | ASSIGNMENT COMPLETE
2019-034925	10/23/2019 3:02:08 AM	1300B PRATO AVE MCLENDON CHISHOLM	MEDICAL CALL | RSO REPORT TAKEN
2019-034894	10/22/2019 7:12:16 PM	800B FM 1139 MCLENDON CHISHOLM	MEET COMPLAINANT | ASSIGNMENT COM
2019-034884	10/22/2019 5:17:38 PM	1300B PRATO AVE MCLENDON CHISHOLM	MEDICAL CALL | ASSIGNMENT COMPLET
2019-034822	10/22/2019 8:51:07 AM	205 AT HACKBERRY CREEK	ANIMAL COMPLAINT | UTL
2019-034731	10/21/2019 1:51:59 PM	200B QUAIL CREEK RD MCLENDON CHISHOLM	MEDICAL CALL | ASSIGNMENT COMPLET
2019-034670	10/21/2019 12:50:47 AM	800B FM 1139 MCLENDON CHISHOLM	MISCELLANEOUS | UTL

CFS #	Create When	Location	Type | Disposition
2019-034661	10/20/2019 10:28:39 PM	800B E FM 550 MCLENDON CHISHOLM	FIRE | ASSIGNMENT COMPLETE
2019-034634	10/20/2019 1:48:20 PM	N STATE HIGHWAY 205 / E FM 550	RECKLESS DRIVER | ASSIGNMENT COMF
2019-034617	10/20/2019 4:13:59 AM	N STATE HIGHWAY 205 / PULLEN RD	RECKLESS DRIVER | ASSIGNMENT COMF
2019-034525	10/19/2019 3:53:39 PM	400B SAVANNA HILL LN MCLENDON CHISHOLM	ALARM | FALSE ALARM
2019-034410	10/18/2019 4:17:25 PM	100B STATE HIGHWAY 205 MCLENDON CHISHOLM	BURGLARY VEHICLE | RSO REPORT TAK
2019-034286	10/17/2019 11:37:09 AM	900B FM 1139 MCLENDON CHISHOLM	ACCIDENT HIT & RUN | RSO REPORT TAK
2019-034210	10/16/2019 6:57:24 PM	1600B E FM 550 MCLENDON CHISHOLM	ALARM | ASSIGNMENT COMPLETE
2019-034159	10/16/2019 12:34:08 PM	PULLEN RD / N STATE HIGHWAY 205	ANIMAL LOOSE LIVESTOCK | UTL
2019-034056	10/15/2019 10:43:49 AM	900B FM 1139 MCLENDON CHISHOLM	ASSAULT | RSO REPORT TAKEN
2019-034003	10/14/2019 9:15:42 PM	1300B S STATE HIGHWAY 205 MCLENDON CHISHOLM	ALARM | ASSIGNMENT COMPLETE
2019-033932	10/14/2019 8:47:47 AM	1300B S STATE HIGHWAY 205 MCLENDON CHISHOLM	MEDICAL CALL | ASSIGNMENT COMPLET
2019-033868	10/13/2019 1:54:33 PM	100B STATE HIGHWAY 205 MCLENDON CHISHOLM	FIRE GRASS | ASSIGNMENT COMPLETE
2019-033779	10/12/2019 10:30:06 PM	1500B CORRARA DR MCLENDON CHISHOLM	ANIMAL COMPLAINT | UTL
2019-033772	10/12/2019 8:29:29 PM	5700B S STATE HIGHWAY 205 MCLENDON CHISHOLM	WELFARE CHECK | ASSIGNMENT COMPL
2019-033757	10/12/2019 4:40:23 PM	1400B PULLEN RD ROCKWALL COUNTY	FIRE GRASS | ASSIGNMENT COMPLETE
2019-033726	10/12/2019 9:46:23 AM	1100B S STATE HIGHWAY 205 MCLENDON CHISHOLM	MEDICAL CALL | ASSIGNMENT COMPLET
2019-033636	10/11/2019 5:59:32 PM	100B PULLEN RD MCLENDON CHISHOLM	MEDICAL CALL | ASSIGNMENT COMPLET
2019-033582	10/10/2019 10:10:03 PM	1400B BARROLO DR MCLENDON CHISHOLM	SUSPICIOUS ACTIVITY | UTL
2019-033573	10/10/2019 8:19:30 PM	1500B PISA CT MCLENDON CHISHOLM	RECKLESS DRIVER | ASSIGNMENT COMF
2019-033528	10/10/2019 1:10:56 PM	2500B ROCHELL RD MCLENDON CHISHOLM	ANIMAL LOOSE LIVESTOCK | ASSIGNMEN
2019-033476	10/9/2019 11:36:02 PM	200B HARVEST RIDGE DR MCLENDON CHISHOLM	MEDICAL CALL | ASSIGNMENT COMPLET
2019-033443	10/9/2019 6:15:28 PM	1400B CORRARA DR MCLENDON CHISHOLM	MEDICAL CALL | ASSIGNMENT COMPLET
2019-033428	10/9/2019 2:14:43 PM	100B CHANEY PL MCLENDON CHISHOLM	MEET COMPLAINANT | RSO REPORT TAK
2019-033427	10/9/2019 1:30:24 PM	9000B COUNTY ROAD 213A FORNEY	ASSIST | ASSIGNMENT COMPLETE
2019-033402	10/9/2019 8:57:15 AM	200B HARVEST RIDGE DR MCLENDON CHISHOLM	ALARM | FALSE ALARM
2019-033391	10/9/2019 2:36:47 AM	1500B TREE HAVEN CT ROCKWALL COUNTY	SUSPICIOUS ACTIVITY | ASSIGNMENT CO
2019-033382	10/9/2019 12:06:26 AM	100B STATE HIGHWAY 205 MCLENDON CHISHOLM	PERSON W/ GUN | ASSIGNMENT COMPLI

CFS #	Create When	Location	Type | Disposition
2019-033361	10/8/2019 6:54:16 PM	N STATE HIGHWAY 205 / TUCKER RD	SMOKE INVESTIGATION | ASSIGNMENT C
2019-033073	10/6/2019 1:27:57 PM	1500B BARROLO DR MCLENDON CHISHOLM	ALARM | FALSE ALARM
2019-033014	10/5/2019 9:37:04 PM	SB 1139 FROM 549	RECKLESS DRIVER | ASSIGNMENT COMF
2019-032987	10/5/2019 3:18:59 PM	550/CHISHOLM CROSSING	RECKLESS DRIVER | ASSIGNMENT COMF
2019-032953	10/5/2019 7:56:07 AM	1300B W FM 550 MCLENDON CHISHOLM	ALARM | ASSIGNMENT COMPLETE
2019-032871	10/4/2019 6:31:11 PM	SB 205/BTW JOHN KING AND RCH WATER TOWER	ACCIDENT MINOR | MISTAKE
2019-032679	10/3/2019 6:50:01 AM	100B BLACK HAWK LN ROCKWALL COUNTY	SUSPICIOUS PERSON/VEHICLE | ASSIGN
2019-032613	10/2/2019 6:26:34 PM	1700B W FM 550 MCLENDON CHISHOLM	WELFARE CHECK | ASSIGNMENT COMPL
2019-032599	10/2/2019 3:26:58 PM	W FM 550 / STEVENS RD	ANIMAL LOOSE LIVESTOCK | UTL
2019-032596	10/2/2019 3:08:04 PM	200B HARVEST RIDGE DR MCLENDON CHISHOLM	MEET COMPLAINANT | RSO REPORT TAK
2019-032592	10/2/2019 2:42:43 PM	1400B VIA TOSCANA LN MCLENDON CHISHOLM	ASSIGNMENT COMPLETE
2019-032583	10/2/2019 1:49:12 PM	700B KENSINGTON DR MCLENDON CHISHOLM	FRAUD | ASSIGNMENT COMPLETE
2019-032478	10/1/2019 1:17:27 PM	1200B LIVORNO DR MCLENDON CHISHOLM	SHOTS FIRED | UTL
2019-032467	10/1/2019 12:27:25 PM	PAUL DAVIS LN / S STATE HIGHWAY 205	TRAFFIC HAZARD | ASSIGNMENT COMPL
2019-032464	10/1/2019 11:42:56 AM	1000B ABBEY LN MCLENDON CHISHOLM	SUSPICIOUS PERSON/VEHICLE | ASSIGN

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City of McLendon-Chisholm
General Fund Financial Summary
For the one month ended October 31, 2019

	Oct 2019 Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Oct 2018 Actuals	% of Budget Current YTD	FY 2018-2019 Budget
Revenue						
302 · Franchise Income	**4,683**	**3%**	**187,000**	**9,989**	**6%**	**154,830**
303 · Development Income	**-**	**0%**	**15,000**	**154**	**1%**	**29,000**
304 · Building Permit Income	**38,371**	**12%**	**330,000**	**18,275**	**4%**	**492,419**
305 Municipal Court Income	**-**	**0%**	**1,800**	**-**	**0%**	**300**
306 · Interest Income	**1,862**	**10%**	**18,500**	**1,136**	**- %**	**-**
307 · Sign Permit Income	**-**	**0%**	**100**	**-**	**- %**	**-**
308 · Septic Fees	**1,125**	**14%**	**7,800**	**-**	**0%**	**17,885**
309 Food Enforcement	**300**	**24%**	**1,250**	**150**	**25%**	**600**
310 · Sales Tax Revenue	**20,382**	**10%**	**205,750**	**15,943**	**10%**	**154,603**
311 · PID Admin Expense Reimbursement	**-**	**- %**	**-**	**690**	**15%**	**4,750**
313 · Donations	**(1,229)**	**-205%**	**600**	**1,449**	**290%**	**500**
314 · Copies Public Inf. Income	**-**	**0%**	**130**	**40**	**- %**	**-**
315 · Miscellaneous Income		**- %**	**-**	**-**	**- %**	**-**
317 · Ad Valorem Tax	**13,060**	**2%**	**537,708**	**8,271**	**2%**	**350,579**
318 · Tax Certifications	**12**	**15%**	**75**	**13**	**- %**	**-**
320 - NSF Fee Revenue		**- %**	**-**	**-**	**- %**	**-**
321 · Credit Card Fee Revenue	**120**	**22%**	**550**	**-**	**0%**	**1,501**
Total Revenue	**$ 78,685**	**6%**	**$ 1,306,263**	**$ 56,109**	**6%**	**$ 1,206,967**

City of McLendon-Chisholm
General Fund Financial Summary
For the one month ended October 31, 2019

	Oct 2019 Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Oct 2018 Actuals	% of Budget Current YTD	FY 2018-2019 Budget
Expenditures						
Operating Expenditures						
401 · Municipal Court	$ -	- %	$ 50	$ -	- %	$ 1,515
402 · Election Expense	-	- %	12,250	-	- %	10,000
404 · Citation Delivery	-	- %	-	-	- %	-
410 · Building Inspections	12,100	10%	117,742	4,500	3%	155,818
411 · Environment Regulation Expense	550	9%	6,255	100	1%	10,465
414 - Animal Control			18,000		- %	
415 · Section 380 Grant Program	3,308	87%	3,800	-	- %	-
416 · Bad Debt			-	-	- %	-
418 · Membership Fees	200	13%	1,575	75	3%	3,000
422 · Public Notice Expense	469	5%	9,150	-	0%	2,243
423 · Community Functions	5,982	1196%	500		0%	5,464
426 · Appraisal District Collection	-	0%	5,000	-	0%	5,883
430 · Public Safety	43,466	14%	306,555	24,572	7%	375,211
Total 400 Operating Expenditures	66,075	14%	480,877	29,247	5%	569,599
Occupancy Expenditures						
502 · Electricity	$ 282	10%	$ 2,700	$ 255	7%	$ 3,915
506 · Water	1,174	29%	4,000	442	5%	8,952
510 · Propane Gas	-	0%	788	-	- %	788
512 - Trash Pick up	-	0%	1,344		- %	
514 · Building Maint/Improvements	250	2%	12,200	2,306	43%	5,356
516 · Lawn Maintenance	685	8%	8,500	685	8%	8,144
517 - Council Meeting Expenses	-	- %	-	-	- %	-

City of McLendon-Chisholm
General Fund Financial Summary
For the one month ended October 31, 2019

	Oct 2019 Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Oct 2018 Actuals	% of Budget Current YTD	FY 2018-2019 Budget
518 · Janitorial	-	0%	-	40	1%	4,181
520 · Telephone & Internet	613	9%	6,900	573	8%	7,593
522 · Website Expense	834	83%	1,000	-	0%	1,202
Total 500 Occupancy Expenditures	$ 3,838	10%	$ 37,432	$ 4,301	10%	$ 40,131
General & Administrative Expenditures						
603 · Citizen Recognition	-	- %	-	-	0%	500
604 · Municipal Manuals, Books & Maps	-	0%	250	-	0%	12,803
606 · Employee Costs	11,670	5%	222,455	16,816	8%	199,218
618 · Liability Insurance	23,185	308%	7,517	7,063	77%	9,227
619 · Software Subscriptions	2,863	15%	19,000	13,180	88%	15,000
621 · IT Support	600	11%	5,500	225	5%	5,000
622 · Office Supplies - City Hall	89	3%	3,000	168	5%	3,124
623 · Office Equipment	22	1%	2,600	189	7%	2,655
624 · Office Equip Maintenance	-	0%	1,500	250	9%	2,797
625 · Printed Materials	369	22%	1,700	246	16%	1,502
626 · Postage-City Hall	39	3%	1,410	31	1%	3,490
628 · Bank Fees	231	15%	1,500	146	14%	1,010
630 · Legal & Professional					- %	
63001-Accounting & Payroll services	4,405	8%	52,514	5,574	11%	50,000
63002 - Financial Audit	-	0%	15,000	-	0%	15,000
63003 - Legal	3,000	8%	40,000	7,370	6%	124,000
63005 - City Planner	400	1%	45,000	-	0%	26,376
63008 - Financial Consulting	1,104	- %	26,000	1,950	- %	-
63009 - Engineering			15,000		- %	

City of McLendon-Chisholm
General Fund Financial Summary
For the one month ended October 31, 2019

	Oct 2019 Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Oct 2018 Actuals	% of Budget Current YTD	FY 2018-2019 Budget
633 · Penalties & Fees	0	- %	-		- %	-
645 · Transcription Services	-	- %	-	-	- %	-
646 · Mileage Expense	84	17%	500	66	6%	1,052
647 · Council Meetings & Development	-	0%	650	33	1%	3,996
648 · Training	680	10%	6,750	1,556	31%	5,000
649 · Expense Account - City Administrator		0%	-	-	0%	126
650 · Expense Account - Mayor		0%	-	-	0%	105
652 · Staff Appreciation	-	0%	850	-	0%	200
655 · Code of Ordinance	-	0%	3,500	-	0%	8,000
699 · Miscellaneous Expense	-	0%	-	-	0%	150
Total G & A Expenditures	$ 48,742	10%	$ 472,196	$ 54,864	10%	$ 490,331
700 · Capital Expenditures - Public Safety		0%	$ 15,000	$ 68,453	114%	$ 60,000
700 · Capital Expenditures - Operating	$ -	0%	$ 35,000	$ -	0%	$ 32,000
Total Capital Expenditures	$ -	0%	$ 50,000	$ 68,453	74%	$ 92,000
Total Expenditures	$ 118,654	11%	$ 1,040,505	$ 156,865	11%	$ 1,192,061
Surplus (Deficit)	$ (39,970)	-15%	$ 265,758	$ (100,755)	-15%	$ 14,906

City of McLendon-Chisholm
Utility Fund Financial Summary
For the one month ended October 31, 2019

	Current Period Revenue & Expenditures			Current Period Revenue & Expenditures		
	Oct 2019 Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Oct 2018 Actuals	% of Budget Current YTD	FY 2018-2019 Budget
Revenue						
306 · Interest Income	$ 871	9%	$ 9,750	$ 666	13%	$ 5,206
Sewer Utility Revenue						
32200 · Sewer Usage Fees	20,771	9%	228,360	22,609	14%	159,653
32201 · Sewer Tap Fees	21,000	29%	72,000	6,000	3%	189,000
32204 · Sewer Deposit Refunds	-	0%	(1,100)	(40)	3%	(1,540)
32206 · Sewer Warranty Reimbusements		- %	-		- %	-
Transfer from Utility Fund Surplus		- %	49,554			
Total Revenue	$ 42,642	12%	$ 358,564	$ 29,235	8%	$ 352,319
Expenditures						
Operation & Maintenance Expenditures						
Sewer Operation & Maintenance						
41304 · O&M Agreement	6,464	19%	$ 33,570	5,468	12%	$ 47,094
41305 - O&M Maintenance		0%	$ 36,000			
41308 · Electricity		- %	-		0%	42
41310 · Sewer Treatment	16,500	7%	231,794	20,220	26%	78,000
41312 · Tap Fee Developer Rebate	12,600	29%	43,200	3,600	3%	113,400
Total Operations Expenditures	$ 35,564	10%	$ 344,564	$ 29,289	12%	$ 238,536
600 · General & Administrative Exp	1,141	8%	$ 14,000	$ 974	7%	$ 13,260
Total Expenditures	$ 36,704	10%	$ 358,564	$ 30,263	12%	$ 251,796
Surplus (Deficit)	$ 5,937	- %	$ -	$ (1,027)	-1%	$ 100,523

City of McLendon-Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of October, 2019

	Interest and Sinking Fund	Operating Fund	Public Safety	Utilities Fund
Income				
302 · Franchise Income				
30204 · AT&T	0.00	4,580.70	0.00	0.00
30213-1 · Community Waste Disposal	0.00	90.49	0.00	0.00
30215 · Preferred Long Distance	0.00	11.70	0.00	0.00
Total 302 · Franchise Income	0.00	4,682.89	0.00	0.00
304 · Building Permit Income				
30401 · Contractor Registration Fee Inc	0.00	200.00	0.00	0.00
30404 · Re-Inspection Income	0.00	6,075.00	0.00	0.00
30405 · Building Permit & Plan Review	0.00	30,796.09	0.00	0.00
30408 · Swimming Pool Permits	0.00	1,300.00	0.00	0.00
Total 304 · Building Permit Income	0.00	38,371.09	0.00	0.00
306 · Interest Income				
30600 · Alliance Interest Income	0.00	656.22	0.00	343.20
30602 · Logic Interest Income	51.33	1,174.75	0.00	527.53
30603 · Tex Pool Interest Income	0.00	30.80	0.00	0.00
30607 · Wilmington Accrued Int Income	365.67	0.00	0.00	0.00
Total 306 · Interest Income	417.00	1,861.77	0.00	870.73
308 · Septic Fees				
30801 · OSSF Fee Income	0.00	1,125.00	0.00	0.00
Total 308 · Septic Fees	0.00	1,125.00	0.00	0.00
309 · Food Enforcement	0.00	300.00	0.00	0.00
310 · Sales Tax Revenue	0.00	20,381.53	0.00	0.00
313 · Donations				
313.1 · Donated Assets	0.00	2,250.00	0.00	0.00
313.2 · Veterans Memorial Fundraising C	0.00	-3,479.00	0.00	0.00
313 · Donations - Other	0.00	0.00	300.00	0.00
Total 313 · Donations	0.00	-1,229.00	300.00	0.00
317 · Ad Valorem Tax				
31701 · Ad Valorem Tax - M&O	0.00	12,905.58	0.00	0.00
31702 · Ad Valorem Tax - City Hall	2,566.88	0.00	0.00	0.00
31703 · Ad Valorem Refunds - M&O	0.00	0.00	0.00	0.00
31705 · Ad Valorem Tax - Prior Years	81.93	117.64	0.00	0.00
31706 · Ad Valorem Tax - Penalty	9.83	14.11	0.00	0.00
31708 · Ad Valorem Refunds - City Hall	0.00	0.00	0.00	0.00
31709 · Ad Valorem Tax - Interest	15.89	22.70	0.00	0.00
31710 · Ad Valorem Tax - Misc Adj	0.00	-0.06	0.00	0.00
Total 317 · Ad Valorem Tax	2,674.53	13,059.97	0.00	0.00
318 · Tax Certifications	0.00	11.61	0.00	0.00
319 · Grants	0.00	0.00	21,857.41	0.00
321 · Credit Card Fee Revenue	0.00	119.76	0.00	0.00
322 · Sewer Utility Revenue				
32200 · Sewer Usage Fees	0.00	0.00	0.00	20,771.00
32201 · Sewer Tap Fees	0.00	0.00	0.00	21,000.00
Total 322 · Sewer Utility Revenue	0.00	0.00	0.00	41,771.00
Total Income	3,091.53	78,684.62	22,157.41	42,641.73
Gross Profit	3,091.53	78,684.62	22,157.41	42,641.73
Expense				
400 · Operating Expenditures				
410 · Building Inspections				
41003 · Building Inspections	0.00	12,100.00	0.00	0.00
Total 410 · Building Inspections	0.00	12,100.00	0.00	0.00
411 · Environment Regulation Expense				
41101 · Septic Inspection Fee	0.00	550.00	0.00	0.00
Total 411 · Environment Regulation Expense	0.00	550.00	0.00	0.00
415 · Section 380 Grant Program	0.00	3,307.82	0.00	0.00
418 · Membership Fees	0.00	200.00	0.00	0.00
422 · Public Notice Expense	0.00	468.50	0.00	0.00
423 · Community Functions				
42304 · MC Birthday Celebration	0.00	5,981.81	0.00	0.00
Total 423 · Community Functions	0.00	5,981.81	0.00	0.00

City of McLendon-Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of October, 2019

	Interest and Sinking Fund	Operating Fund	Public Safety	Utilities Fund
Total 400 · Operating Expenditures	0.00	22,608.13	0.00	0.00
413 · Sewer Operation & Maintenance				
41304 · O&M Agreement	0.00	0.00	0.00	6,463.90
41310 · Sewer Treatment	0.00	0.00	0.00	16,500.00
41312 · Tap Fee Developer Rebate	0.00	0.00	0.00	12,600.00
Total 413 · Sewer Operation & Maintenance	0.00	0.00	0.00	35,563.90
430 · Public Safety				
43001 · Liability Insurance	0.00	0.00	7,730.24	0.00
43002 · Fuel	0.00	0.00	914.51	0.00
43003 · Maintenance & Repair - Vehicles	0.00	0.00	81.04	0.00
43004 · Maintenance & Repair - Station	0.00	0.00	973.43	0.00
43005 · Gear and Supplies	0.00	0.00	340.73	0.00
43006 · Compliance	0.00	0.00	76.94	0.00
43008 · Dispatch	0.00	0.00	10,000.00	0.00
43009 · Training	0.00	0.00	736.45	0.00
43030 · EMS	0.00	0.00	1,691.66	0.00
43035 · Street Lights	0.00	0.00	243.51	0.00
Total 430 · Public Safety	0.00	0.00	22,788.51	0.00
500 · Occupancy Expenditures				
502 · Electricity	0.00	281.68	350.26	0.00
506 · Water	0.00	1,174.33	30.55	0.00
512 · Trash	0.00	0.00	111.61	0.00
514 Building Main/Improvements	0.00	250.00	0.00	0.00
516 · Lawn Maintenance	0.00	684.94	120.00	0.00
520 · Telephone & Internet	0.00	613.12	200.30	0.00
522 · Website Expense	0.00	834.22	0.00	0.00
Total 500 · Occupancy Expenditures	0.00	3,838.29	812.72	0.00
600 · General & Administrative Exp				
606 · Employee Costs				
60601 · Staff Salaries	0.00	9,379.65	33,879.94	0.00
60609 · Payroll Tax Expense	0.00	717.54	2,518.23	0.00
60612 · Retirement Plan Contributions	0.00	609.38	2,362.54	0.00
60613 · Health Insurance Expense	0.00	963.42	3,261.86	0.00
Total 606 · Employee Costs	0.00	11,669.99	42,022.57	0.00
618 · Insurance				
61801 · General Liability Insurance Exp	0.00	586.04	0.00	0.00
61802 · Property Insurance	0.00	4,354.14	0.00	0.00
61803 · Workmen's Comp Ins	0.00	14,906.78	0.00	0.00
61804 · Other Ins	0.00	3,338.20	0.00	0.00
Total 618 · Insurance	0.00	23,185.16	0.00	0.00
619 · Software Subscriptions	0.00	2,863.27	0.00	0.00
621 · IT Support	0.00	600.00	0.00	0.00
622 · Office Supplies - City Hall	0.00	89.22	0.00	0.00
623 · Office Equipment	0.00	22.40	0.00	0.00
625 · Printed Materials	0.00	369.00	0.00	0.00
626 · Postage-City Hall	0.00	38.98	0.00	0.00
628 · Bank Fees				
62801 · Service Charges	0.00	230.76	0.00	0.00
62804 · Fee - NSF Returned Check	0.00	0.00	0.00	7.50
Total 628 · Bank Fees	0.00	230.76	0.00	7.50
630 · Legal & Professional				
63001 · Accounting & Payroll Services	0.00	4,405.00	0.00	1,133.00
63003 · Legal	0.00	3,000.00	0.00	0.00
63005 · City Planner	0.00	400.00	0.00	0.00
63008 · Financial Consulting	0.00	1,103.75	0.00	0.00
Total 630 · Legal & Professional	0.00	8,908.75	0.00	1,133.00
646 · Mileage Expense	0.00	84.38	0.00	0.00
648 · Training	0.00	679.60	0.00	0.00
660 · Bond Interest Expense	4,823.39	0.00	0.00	0.00
Total 600 · General & Administrative Exp	4,823.39	48,741.51	42,022.57	1,140.50
Total Expense	4,823.39	75,187.93	65,623.80	36,704.40
	-1,731.86	3,496.69	-43,466.39	5,937.33

City of McLendon-Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of October, 2019

	Interest and Sinking Fund	Operating Fund	Public Safety	Utilities Fund
Other Expense				
802 · Bond Cost Amortization	242.66	0.00	0.00	0.00
803 · Bond Premium Amortization	-781.71	0.00	0.00	0.00
Total Other Expense	-539.05	0.00	0.00	0.00
	539.05	0.00	0.00	0.00
	-1,192.81	**3,496.69**	**-43,466.39**	**5,937.33**

City of McLendon-Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of October, 2019

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City of McLendon-Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of October, 2019

City of McLendon-Chisholm
Interest Sinking Fund Financial Summary
For the one month ended October 31, 2019

	Current Period Revenue & Expenditures			Prior Period Revenue & Expenditures		
	Oct 2019 Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Oct 2018 Actuals	% of Budget Current YTD	FY 2018-2019 Budget
Revenue						
Ad Valorem Tax						
317 · Ad Valorem Tax	$ 2,675	2%	$ 107,426	$ 5,385	2%	$ 228,985
306 · Interest Income	417	- %	3,250	923	- %	-
Transfer from Excess Bond Proceeds		- %	-	-	- %	-
Transfer From Interest & Sinking Surplus	-	0%	30,968	-	- %	-
Total Revenue and Transfers In	$ 3,092	2%	$ 141,644	$ 6,307	3%	$ 228,985
Expenditures						
628 · Bank Fees Expense	$ -					
660 · Bond Interest Expense	$ 4,823	8%	$ 58,113	$ 4,989	8%	$ 59,862
802 · Bond Cost Amortization	243	8%	2,912	243	- %	-
803 · Bond Premium Amortization	(782)	8%	(9,381)	(828)	- %	-
Transfer To Bond Principal		0%	90,000		0%	85,000
Transfer to Early Redemption Sinking Fund		- %	-		0%	78,512
Total Expenditures and Transfers Out	$ 4,284	3%	$ 141,644	$ 4,403	2%	$ 223,374
Surplus (Deficit)	$ (1,192)	- %	$ -	$ 1,905	34%	$ 5,611

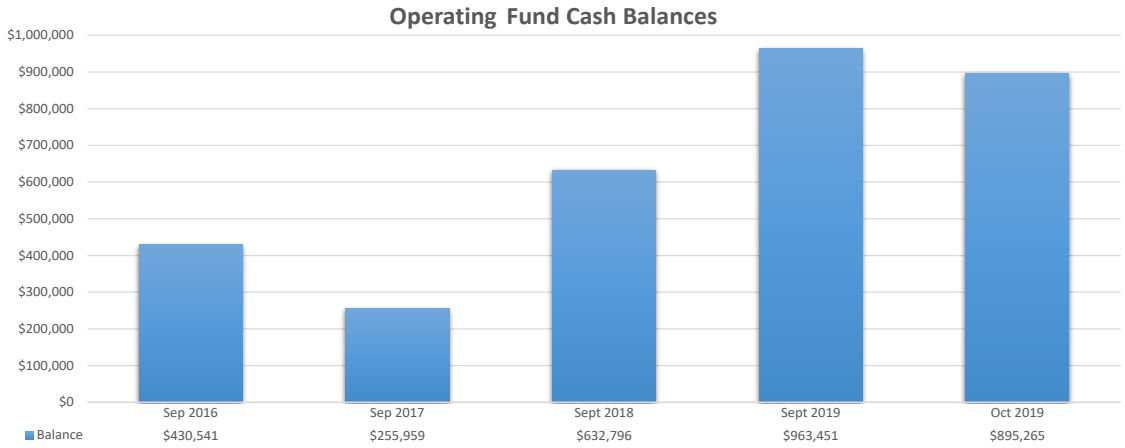
City of McLendon-Chisholm
Cash Account Balances
For the one month ended October 31, 2019

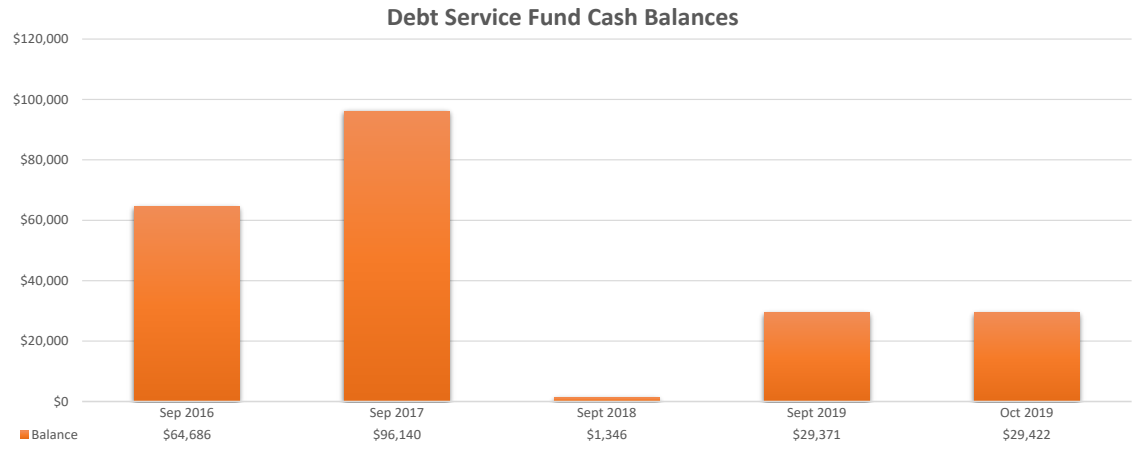
Fund	Account	Sept 30,19	Oct 31,19
I&S	121 · 7002 - Alliance Sinking Fund	-	-
I&S	130 · 9003 Logic I&S Fund	29,371	29,422
I&S Total		**29,371**	**29,422**
Operating	100 · 3738 - Alliance Operating	370,625	301,503
Operating	103 · Texpool 300001	18,961	18,992
Operating	122 · 1587 - Alliance Money Market	-	-
Operating	125 · Logic - 9001 General Fund	29,617	29,669
Operating	127 · 9004 Logic Operating	544,151	545,102
Operating	128 · 9005 Logic Operating	-	
Operating Total		**963,353**	**895,265**
Utility	106 · 5071 - Alliance Utility Fund	178,334	200,122
Utility	126 · Logic - 9002 Utility Fund	301,840	302,367
Utility Total		**480,173**	**502,489**
Grand Total		**1,472,898**	**1,427,177**

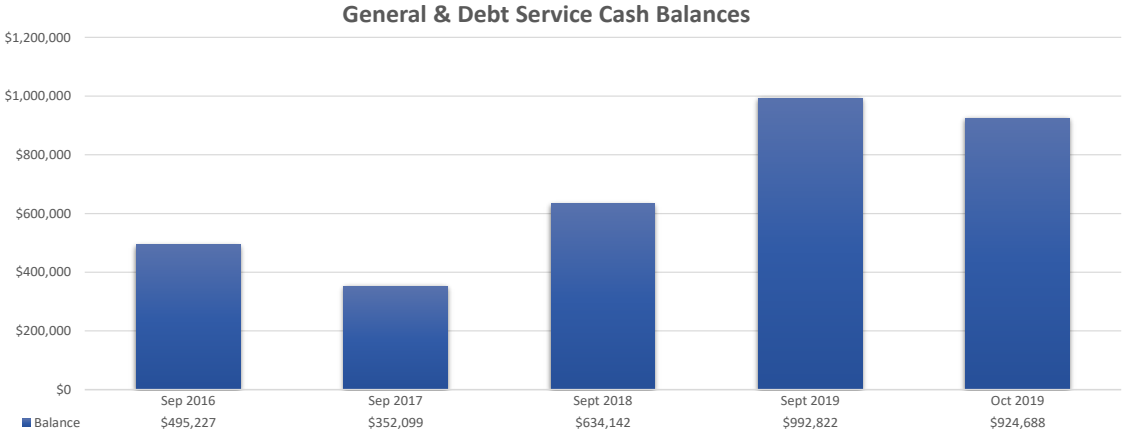
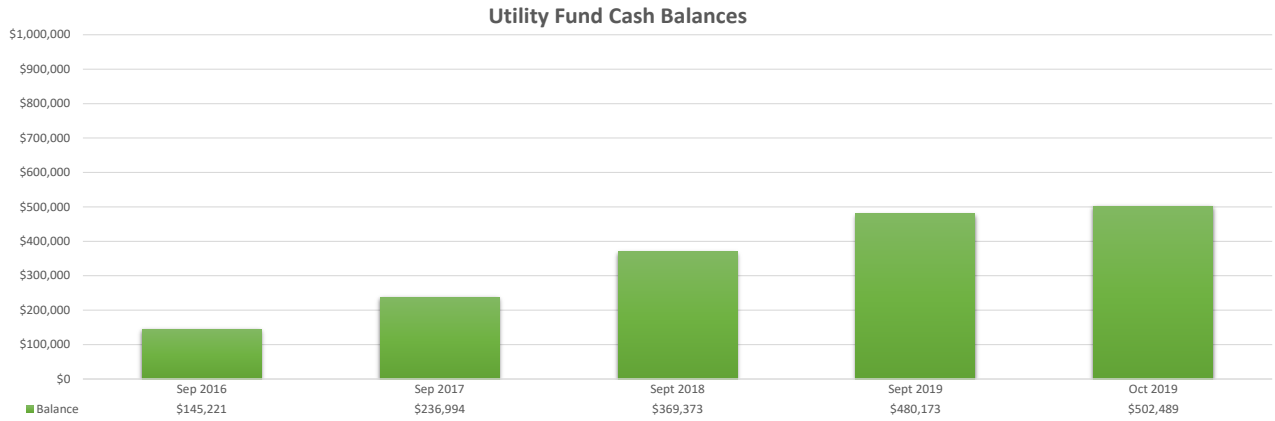
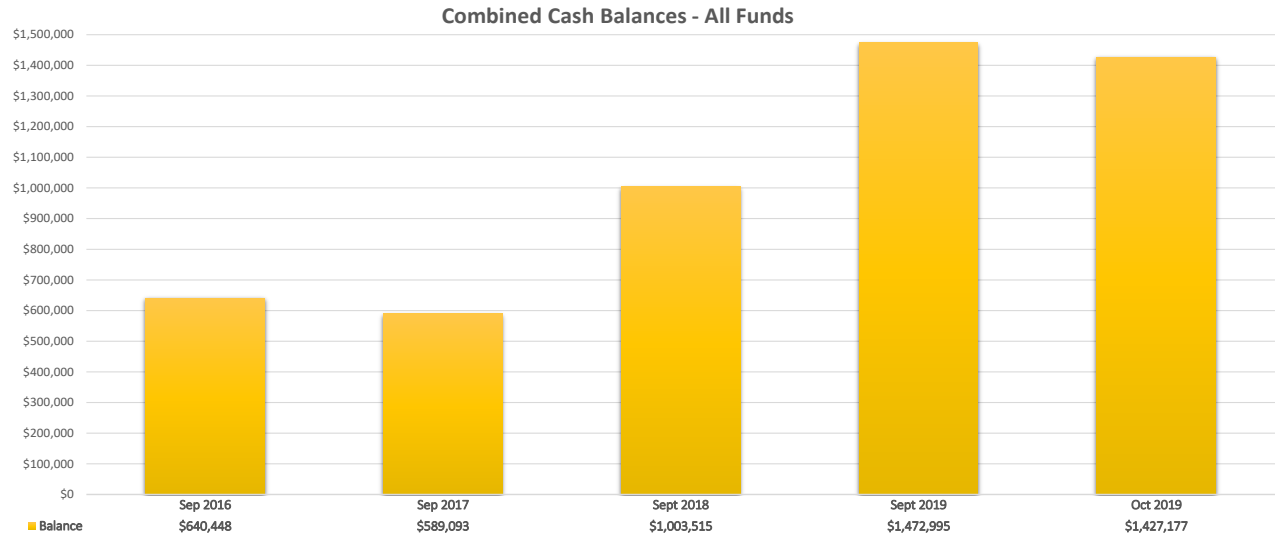
CITY OF MCLENDON-CHISHOLM
Public Safety Detail Report
For the one month ended October 31,2019

	Current Period Revenue & Expenditures	
	October 19	Oct '19 - Oct 19
Income		
313 · Donations	300.00	300.00
319 · Grants	21,857.41	21,857.41
Total Income	22,157.41	22,157.41
Gross Profit	22,157.41	22,157.41
Expense		
430 · Public Safety		
43001 · Liability Insurance	7,730.24	7,730.24
43002 · Fuel	914.51	914.51
43003 · Maintenance & Repair - Vehicles	81.04	81.04
43004 · Maintenance & Repair - Station	973.43	973.43
43005 · Gear and Supplies	340.73	340.73
43006 · Compliance	76.94	76.94
43008 · Dispatch	10,000.00	10,000.00
43009 · Training	736.45	736.45
43030 · EMS	1,691.66	1,691.66
43035 · Street Lights	243.51	243.51
Total 430 · Public Safety	22,788.51	22,788.51
500 · Occupancy Expenditures		
502 · Electricity	350.26	350.26
506 · Water	30.55	30.55
512 · Trash	111.61	111.61
516 Lawn Maintenance	120.00	120.00
520 · Telephone & Internet	200.30	200.30
Total 500 · Occupancy Expenditures	812.72	812.72
600 · General & Administrative Exp		
606 · Employee Costs		
60601 · Staff Salaries	33,879.94	33,879.94
60609 · Payroll Tax Expense	2,518.23	2,518.23
60612 · Retirement Plan Contributions	2,362.54	2,362.54
60613 · Health Insurance Expense	3,261.86	3,261.86
Total 606 · Employee Costs	42,022.57	42,022.57
Total 600 · General & Administrative Exp	42,022.57	42,022.57
Total Expense	65,623.80	65,623.80
Net Ordinary Income	-43,466.39	-43,466.39
Net Income	**-43,466.39**	**-43,466.39**

City of McLendon-Chisholm
Cash Balance Report
As of October 31, 2019







City of McLendon-Chisholm
Cash Balance Report
As of October 31, 2019