



**AGENDA
CITY COUNCIL
TUESDAY, JANUARY 14, 2020
1371 WEST FM 550 - MCLENDON-CHISHOLM, TEXAS 75032
6:30 PM**

Page

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|---------|---|
| | 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 - 15 | 5.1. Consider Approval of December 20, 2019 City Council Meeting Minutes
December 10, 2019 Draft Minutes |
| | 6. ITEMS FOR CONSIDERATION |
| | 6.1. Discussion and approval of the Girl Scouts and Rockwall DAR conducting a flag retirement ceremony at City Hall on January 25th at 3:00 p.m. to include MCFD involvement in overseeing the retirement ceremony by providing the burn barrel and supervision of the flag disposal. (Requested by Council Member Kipphut) |
| 16 - 17 | 6.2. Discussion and consideration regarding funding a new position for Code Enforcement Officer/Public Works Coordinator. (Requested by Mayor Short)
Staff Report - Proposed Code Enforcement Officer - Public Works Coordinator Position |

- 18 - 30 6.3. 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)

[MC-MFS Group Draft Development Agreement](#)
[Staff Report - 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 regarding funding a new position for Code Enforcement Officer/Public Works Coordinator. (Requested by Mayor Short)
- 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. (Requested by Palomba)

8. RECONVENE REGULAR MEETING

9. EXECUTIVE SESSION ACTION

10. REPORTS

- 31 - 36 10.1. Building Official Report November 2019

[Building Official Report November 2019](#)

- 37 - 40 10.2. Sheriff's Report November 2019

[Sheriff's Report November 2019](#)

- 41 - 53 10.3. Budget Report November 2019

[Budget Report November 2019](#)

- 54 - 56 10.4. McLendon-Chisholm Fire Rescue Report November 2019

[Calls by District](#)
[Call Type and District](#)

- 10.5. **CWD Report November 2019**
[CWD Report November 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, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., January 9, 2020 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
December 10, 2019**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, December 10, 2019, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Keith Short Jim Bloom Nathan Hodges Lorna Kippthut William Dahl Trudy Woessner	Mayor Mayor Pro-Tem Council Member Council Member Council Member Council Member
Staff Present:	Lisa Palomba Michael Halla	City Administrator/City Secretary 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

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

3. RULES OF DECORUM

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

4. CITIZEN COMMENTS

None

5. APPROVAL OF MINUTES

5.1. Consider approval of Minutes for the November 12, 2019 City Council Meeting

MOTION: APPROVE THE MINUTES OF NOVEMBER 12, 2019 AS PRESENTED

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

6. ITEMS FOR CONSIDERATION

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.

City Administrator Palomba explained this request is for a Market Adjustment effective January 1, 2020. She provided the Council with an exhibit outlining the changes in rates as well as the market adjustment workshop and backup for the changes in disposal, fuel and landfill.

MOTION: APPROVE 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.

MADE BY: Councilmember Kipphut
SECONDED BY: Councilmember Woessner

Council Member Bloom asked about the status of the commercial trash disposal right now. He stated he knew there was a period where Republic was having to come out here and take care of a few accounts that they were not charging for, if I'm not mistaken.

Mr. Roemer answered that, to his knowledge, they have all the, we call it residential but it's really commercial dumpsters within the city limits, set aside from the gas station that's due to the size of the container and the frequency of pick up for them.

Council Member Bloom confirmed that it is all taken care of and there is no dispute.

APPROVED: Unanimous

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

Mayor Short reported that they had met with Jason and another representative and they answered a lot of the concerns. He stated he had brought up some things that they were able to address and give them answers.

Council Member Woessner asked who was going to stay on top of that? Lisa? I mean, just to make sure that everything that was asked of them and they stated that they are going to do.

Mayor Short responded that in talking with Jason and going back and looking at the contract, they provide a monthly report on complaints, issues, things like that, and provide it to Lisa. So, we will be able to see the amount of issues or situations that might arise.

Council Member Kipphut confirmed that the report just pertains to the pickup and perhaps it doesn't include billing or potential billing issues. So, citizens should still contact your department.

Mr. Roemer stated that the report gives you a sense of the pulse of the community and how they feel about the services.

Mayor Short stated that when they went back with Jason in the meeting, he was able to show that there has been a drop in service-related problems or complaints that they have been addressing and they have been dropping off. The one thing that we did see, we did discover that during that time frame we were talking to him about the issues, like Lisa was saying, we'd have people calling Lisa but not call them or there would be wires crossed and it would get dropped.

Council Member Woessner stated that in the beginning, even when she called your company, we were misdirected, and I was told they would handle it and it was never handled. It has just now, literally just now, become solved, but it's taken eleven months for my situation. So, I can just see that people keep calling your business and it's not our responsibility to call you guys. I'm just hoping that the billing part is going to get fixed. You need to look at your website. It was a bit difficult when it came to my problem. It was very difficult to even get an account with you guys. I couldn't even get an account unless I talked to somebody. I'm just hoping that you look at your website also.

Council Member Hodges asked for confirmation that they will be getting a monthly report from Jason.

Mayor Short answered that Lisa will get it.

Council Member Hodges confirmed that it will be part of the monthly package.

Mayor Short stated they had not really discussed whether or not it would be provided to the Council, but Lisa will be getting something.

Mayor Short stated he thinks the only direction or action would be just that report that they'd like to see for the next 90 days

Council Member Hodges asked if Jason would be willing to come back at that 90 days and do a quick follow up visit with us.

Mr. Roemer stated he can work with Lisa on that.

Mayor Short suggested they look at the numbers and then they will get with Lisa and decide if they need to visit with him.

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.

Council Member Kipphut reported that, as you all know, we installed the bricks. Also, we had the lighting installed by one of our citizens, Mr. Reynolds. Mr. Reynolds donated the installation of four lights onto the monument. What I wanted to talk about today was transitioning that Veterans Committee to an ad-hoc monument committee to look at the overall city and any future monuments. A monument can also be a welcome to McLendon-Chisholm sign which we'll be dealing with as the 205 expansion comes on. So, what I would like to do is establish an ad hoc committee to look at the landscaping surrounding the veterans' memorial and any future monuments. Along that line I want to bring the council one thing that I'm working on and I don't know if you've all heard about the big event that's going to be happening throughout Rockwall County, but the Rockwall Chamber Leadership group has a project going on starting on the 18th of April 2020 where they do projects throughout the county. One of the projects that they are proposing is the landscaping of our monument. The details aren't fully worked out, but they would probably do the labor and we would have to get the materials. They want to do a project in McLendon-Chisholm, and we were thinking that would be a great start. Our point of contact there is Mr. Ben Northcutt and he's going to be coming and talk to us the beginning of next year about it. So, I thought it would be good to have a committee in place to work this kind of thing just to ensure that we keep it going. So, I would like to go ahead and advertise it on the website to see if there's folks, perhaps even some of the folks who were involved in the Keep MC Beautiful committee. I would like to get Council concurrence that we're headed in the right direction.

MOTION: APPROVE THE CREATION OF 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.

MADE BY: Council Member Kipphut
SECONDED BY: Council Member Woessner
APPROVED: Unanimous

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.

Council Member Hodges stated he had visited with Lisa about this a while back about the entrance and exiting of Sonoma Verde and the traffic flow and you know feeling like you're having to take your life in your hand every time you pull onto 205. So, I wanted to visit with the Council about if this is something that we, at this point, feel like it's important that we follow up with TxDOT on the study. I've already been in a little bit of communication with Lisa and she's been in communication with TxDOT to a certain degree already, but we haven't made any major steps at this point, right Lisa?

City Administrator Palomba stated that field work for the study has been completed, but we don't have any results yet.

Council Member Hodges stated he doesn't want to work unilaterally without discussion with you guys and seeing where the Council sits in possibly getting a light put at that intersection. For safety sake, I think it would be a good thing.

Mayor Short pointed out that when it comes to a traffic light TxDOT has to conduct that traffic signal study. TxDOT has its own formulas to approve and even though you and I feel it is warranted, they may say no, based on their expertise in that area.

6.5. DISCUSSION REGARDING LEAGUE ROAD REPAIRS

Council Member Hodges stated he wanted to follow up with the Council and Lisa about the condition of League Road. There has been some asphalt cracking.

City Administrator Palomba stated this is still under warranty on the road and they are waiting on weather to make the repairs.

Mayor Short asked if they are making the repairs under warranty, does that section of the road start over with a new warranty?

City Attorney Halla responded it did not.

6.6. DISCUSSION AND CONSIDERATION OF APPOINTING A FULL-TIME CITY SECRETARY AND DIRECTING THE CITY ADMINISTRATOR TO ADVERTISE THE OPEN POSITION.

MOTION: APPROVE THE APPOINTMENT OF A FULL-TIME CITY SECRETARY AND DIRECT THE CITY ADMINISTRATOR TO ADVERTISE THE OPEN POSITION.

MADE BY: Council Member Hodges

SECONDED BY: Council Member Dahl

Council Member Kipphut asked for confirmation of a timeline for advertising and how long the period will be to receive applications.

It was determined they would advertise and receive applications for 30 days.

APPROVED: Unanimous

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.

Mayor Short recessed the regular meeting into Executive (Closed Meeting) at 7:01 p.m., 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.

8. RECONVENE REGULAR MEETING

Mayor Short reconvened the regular meeting at 7:40 p.m.

9. EXECUTIVE SESSION ACTION

No Action

6.7. DISCUSSION AND ACTION REGARDING APPOINTING ROCHELLE GREEN AS INTERIM CITY SECRETARY.

MOTION: APPOINT ROCHELLE GREEN AS INTERIM CITY SECRETARY.

MADE BY: Council Member Hodges
SECONDED BY: Council Member Bloom
APPROVED: 4-1 (Council Member Kipphut voting No)

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.

City Administrator Palomba reported that during the November 12, 2019 Council Meeting, Council authorized the City Administrator 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 service-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 probable 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.

Mr. Paloni informed the Council that he had just purchased a 1.5 acres lot on the corner of 205 and 550. He will try to build at least 12,500 to 13,500 square foot retail and one sitting restaurant.

Council asked questions of Mr. Paloni regarding his previous projects as well as the finish out of this building. David Gonzales, architect for Mr. Paloni, addressed the completion of the buildings as well as the types of businesses that might occupy the facility.

Council Member Bloom asked if this had gone through Planning & Zoning.

City Administrator Palomba stated it had not at this time but will be required to.

Council Member Kipphut asked a technical question about the agreement. It states that the developer will prepare and present to the City an Opinion of Probable Cost for the proposed project. If the Probable Cost exceeds \$250,000, the agreement is terminated. At what point will you provide the probable cost?

City Administrator Palomba stated it would be after the plans are completed. There are four different routes the line can take, so they have to determine which is best.

Council Member Kipphut asked if we have enough capacity for this project as well as other businesses that might want to tap into the line.

City Administrator Palomba responded there is enough capacity, that the line was designed to allow for growth.

Council Member Hodges asked if the plat takes into consideration the future expansion of 205.

Mr. Paloni replied yes, it did.

Council Member Hodges asked as far as the aesthetics of the building, are they leaning towards one design or the other.

David Gonzales, architect for Mr. Paloni, replied it will depend on where the restaurant comes in. It will depend on whether they're going to want a free-standing building or could they live with an inline location. We want to limit the number of dine-in restaurants because that causes the parking count to start shooting up.

City Administrator Palomba asked Mr. Paloni if the terms of the development agreement are agreeable to him.

Mr. Paloni replied yes, they are agreeable.

MOTION: POSTPONE FINAL DECISION UNTIL JANUARY 14, 2020.

MADE BY: Council Member Bloom
SECONDED BY: Council Member Hodges
APPROVED: Unanimous

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) at 8:06 p.m. 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.

8. RECONVENE REGULAR MEETING

Mayor Short reconvened the regular meeting at 8:20 p.m.

9. EXECUTIVE SESSION ACTION

No Action

10. REPORTS

10.1. Building Official Report October 2019 – No Comments

10.2. Sheriff's Report October 2019 – No Comments

10.3. Budget Report October 2019

Council Member Kipphut clarified amounts in the budget for the Veterans' Memorial. It shows they took out the \$3,479 to pay for the bricks, but they also put money back into the account to cover that.

11. UPDATES, DISCUSSION AND DIRECTION TO STAFF - None

12. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

12.1. Mayor Short's Reports and announcements

We are in the holiday season so be aware of people out and about. Be sure to lock your vehicles and be aware of what is going on around you. Wished everyone a Merry Christmas and a Happy New Year.

Expressed hats off to Trudy for the Christmas Tree Lighting which was huge. Nothing but great comments regarding the event. Saw a lot of kids and adults having fun and lots of good conversations going on between neighbors.

12.2. Council Member Kipphut's reports and announcements

Starting the Lunch & Learn which will be the first Tuesday of the month and the first one will be January 7th. Mindy and Gary Lovell are going to give us a history of McLendon-Chisholm. It's here on the 7th at 12:00 and people can bring a lunch if they wish and we're just going to cover public interest items.

DRAFT

12.3. Council Member Hodges' reports and announcements

Thankful for this community. We've seen a lot of changes the last five years. Excited to be a part of it. Remember what is important this time of year – Christmas, the holidays, and New Year's, spending time with family and friends. Thanked Trudy and all the volunteers for MC50 and the tree lighting. Thanked the fire department for being a part of that as well. Having everybody on the same page now, I think it's an exciting time for us as a community.

12.4. Council Member Woessner's reports and announcements

We had our tree lighting and Santa on December 1st and we're going to keep it on December 1st so everybody knows when it is. We actually spent \$40 out of our budget and until I find out how much the lights are I don't know the final total. Thanked all the volunteers who helped.

11.5. Mayor Pro Tem Bloom's reports and announcements

Expressed congratulations to Trudy for the successful Christmas event.

11.6. Council Member Dahl's reports and announcements

Last several events have been fantastic. The kids had a blast with Santa. As well with the Veterans' Memorial, I really appreciate it.

13. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 8:32 p.m.

ATTEST:

APPROVED:

Lisa Palomba, City Secretary

Keith Short, Mayor



City of McLendon-Chisholm

Staff Report

Discussion and action regarding consideration of funding a new position for Code Enforcement Officer/Public Works Coordinator.

DATE:

January 14, 2020

BACKGROUND OF ISSUE:

Council previously discussed the possibility of hiring a Code Enforcement Officer. During the budget process, Council budgeted \$6,500 for Fire Chief Simmons to eventually take on Code Enforcement as an additional duty.

Following several weeks of discussion, staff would like Council to consider an alternative approach to fulfilling code enforcement and other needs.

In addition to code enforcement, there are several other services that are outsourced such as lawn mowing, landscaping and irrigation for city owned properties and janitorial services for City Hall. Additionally, there are other miscellaneous tasks that are the responsibility of the City Administrator but are occasionally delegated to the Fire Chief. Some of these tasks include: facilities maintenance (window cleaning; a/c filter replacement; upkeep of staining/painting of City Hall; cleaning concrete; cleaning doormats; light bulb replacement; clearing out bird/insect nests; arranging for parking lot/fire lane restriping at City Hall), driving city streets regularly to ensure all are in good repair or receive needed maintenance such as rock replacement or tree trimming as well as responding to specific street complaints, coordinating efforts for street repair with contractors, determining the best quotes or bids for these smaller projects, removal of illegal signage in public right-of ways, replacement of broken stop/street signs; set up/tear down for meetings/special events, animal control and trash complaint point of contact, purchasing office supplies, water, etc.

While many of the above-mentioned tasks are not daily tasks, each task pulls time away from attending to routine matters or managing consultants for outsourced services such as the City Accountant, PID Administrator, Information Technology, City Planner, City Engineer, Building Official and Registered Sanitarian. These tasks may slow progress on projects such as code updates, pursuing economic development opportunities and planning for an improved and more transparent budget.

Outsourcing most services is practical and efficient but outsourced services are not self-governing. The City Administrator must manage those outsourced services in order to deliver quality and cost-effective services for residents. The City Administrator spends many hours a week communicating with various consultants. Hiring one person to perform Code Enforcement as a primary duty with Public Works will eliminate the need for at least

lawn care related and janitorial and enhance efficiency of miscellaneous tasks.

After surveying the condition of the City, having Chief Simmons respond reactively to code complaint calls may not be enough to effectively keep the city free of public nuisances. Chief Simmons will soon need to spend time working with an Architect on the new fire station design and proactive code enforcement and assigned miscellaneous tasks could potentially hinder those efforts.

Staff invites Council to consider the idea of hiring a full-time person with a primary duty of Code Enforcement Officer and secondary duties best described as Public Works Coordinator. This individual would report to the Fire Chief and be responsible for proactive code enforcement responding to specific complaints but also driving the city each day and enforcing city ordinances related to animals, accumulation of garbage/refuse, junk vehicles, or similar offences and nuisances along with a plethora of miscellaneous tasks as mentioned above.

FINANCIAL IMPACT:

The suggested salary for Code Enforcement/Public Works Coordinator position is \$40,000 – 45,000. This is not a budgeted position. A budget amendment would be required prior to funding the position.

Full-Time with Benefits	Part-Time w/ TMRS only (29 hours/week)
\$42,500 Salary	\$31,000 Salary
\$12,000 Medical/Dental/Vision	\$0 Medical/Dental/Vision
\$2,125 Retirement	\$1,550 Retirement
\$56,625	\$32,550
-12,000	-12,000
\$44,625	\$20,550

This position would absorb the lawn care and janitorial services therefore reducing the financial impact by \$12,000.

Other related costs for the position would include purchase of a code enforcement vehicle, lawn mowing equipment and small tools with an estimated combined cost of \$20,000.

SUGGESTED ACTION: Provide direction to staff regarding new position and budget amendment.

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 made 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 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 totaling 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 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 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 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 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.
- 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 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.

DRAFT

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 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

If intended for City, to:

City of McLendon-Chisholm

ATTN: City Administrator

1371 FM 550

McLendon-Chisholm, Texas 75032

Phone 972-524-2077

With a copy to:

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 exist, 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.

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



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:

January 14, 2020

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.

During the December 10, 2019 Council Meeting, Council postponed action regarding a decision on the Development Agreement to allow time for further consideration.

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 service 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 probable 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 Developer's 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 Muhmmmed Polani representing MFS Group, LLC to include a cost share agreement for a wastewater line as presented.

Lisa Palomba, City Administrator

North East Texas Inspections

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

There were 17 new single family residential home permits issued in November, 2019. The attached addendum reflects the home address, valuation, square footage and name of the Builder.

There were 6 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.

November 2019

David Ellis, Building Official

November 2019 New SFR	Valuation	Square ft.	Fee	Builder
1750 W. FM 550	\$ 120,000.00	3013	\$ 875.00	Kevin Osornio
1716 san donato	\$ 120,000.00	2584	\$ 875.00	bloomfield
1717 pieneze	\$ 318,771.00	3406	\$ 875.00	highland
1826 Belagio	\$ 303,551.00	2750	\$ 875.00	highland
1910 galenda	\$ 356,990.00	3846	\$ 1,025.00	highland
1701 Puglia	\$ 369,554.00	3528	\$ 875.00	highland
1914 galenda	\$ 338,990.00	3438	\$ 875.00	highland
1713 pieneze	\$ 308,218.00	2876	\$ 875.00	highland
1795 bertino	\$ 216,212.00	2624	\$ 875.00	altura
1411 via toscana ln.	\$ 315,572.00	4860	\$ 1,025.00	altura
1901 recioto	\$ 340,000.00	3845	\$ 1,025.00	bloomfield
1835 tuscany dr	\$ 325,000.00	2885	\$ 875.00	bloomfield
1909 recioto	\$ 291,200.00	2577	\$ 875.00	bloomfield
1709 budino	\$ 328,943.00	2911	\$ 875.00	bloomfield
1843 tuscany dr.	\$ 326,570.00	2890	\$ 875.00	bloomfield
1918 galenda	\$ 347,065.00	3655	\$ 1,025.00	highland
1937 recioto	\$ 309,640.00	3294	\$ 875.00	highland
			\$ 15,475.00	

Accessory permits November 2019	Project	Valuation	Fee
2 fireside dr.	electrical	\$ 550.00	\$75.00
104 fireside ct.	garage	\$102,350.00	\$375.00
1321 arezzo	pool	\$55,000.00	\$375.00
243 harvest ridge	water heater	\$1,300.00	\$75.00
320 hackberry creek	electric meter base	\$1,000.00	\$75.00
1061 kingsbridge	hvac	\$4,951.00	\$75.00
			\$1,050.00

NOVEMBER 2019 Onsite inspections actual

1702 amarone	t-pole
1734 amarone	t-pole
1801 tuscan	gas meter
1801 tuscan	electric meter
78 windsor	pool belly steel
78 windsor	pool belly steel
1709 pienze	plmbg rough
1717 san donato	plmbg rough
1713 san donato	flatwork
1702 amarone	plmbg rough
1734 amarone	plmbg rough
1621 san donato	flatwork
1830 belagio	flatwork
1484 siena	t-pole
1806 belagio	flatwork
1702 puglia	plmbg rough
9 dancing water	hvac
42 windsor	belly steel
1710 voltera	t-pole
1834 belagio	t-pole
1709 pienze	t-pole
1484 siena	plmbg rough
1194 lucca	plmbg rough
9 dancing water	hvac
42 windsor	belly steel
1710 voltera	t-pole
1834 belagio	t-pole
1709 pienze	t-pole
1484 siena	plmbg rough
1194 lucca	plmbg rough
2 fireside dr.	electric meter
1163 lucca	frame mep
1169 lucca	frame mep
1925 recioto	frame mep
1702 cima	flatwork
1702 cima	t-pole
1905 recioto	frame mep
2-a fireside	electric meter
1805 radda	gas meter
1805 radda	electric meter
1484 siena	plmbg rough
1194 lucca	plmbg rough
1710 voltera	plmbg rough
1484 siena	plmbg rough
1701 puglia	t-pole
1758 amarone	t-pole

1834 belagio	plmbg rough
1719 voltera	frame mep
1810 belagio	frame mep
1425 siena	final c.o
1710 cima	frame mep
1702 amarone	flatwork
1734 amarone	flatwork
1709 pienze	flatwork
1805 radda	electric meter
1706 pienze	gas meter
1717 san donato	flatwork
1701 puglia	plmbg rough
1789 bertino	frame mep
1194 lucca	t-pole
1719 voltera	plmbg top out
1810 belagio	plmbg top out
1706 pienze	gas meter
1706 pienze	electric meter
1839 tuscan	frame mep
78 windsor	elect. Undrgnd
2005 corleone	frame mep
2009 corleone	frame mep
2029 corleone	frame mep
1754 bertino	final c.o
1748 bertino	final c.o
1758 amarone	t-pole
1758 amarone	plmbg rough
1194 lucca	flatwork
1194 lucca	t-pole
1917 recioto	frame mep
1834 belagio	flatwork
1710 voltera	flatwork
1758 amarone	t-pole
1758 amarone	plmbg rough
1574 vista crt	frame mep
114 windsor	frame mep
1834 belagio	flatwork
1717 pieneze	t-pole
1826 belagio	t-pole
2005 corleone	frame mep
78 windsor	deck & bond
2-a fireside	electric meter
1418 siena	flatwork
1713 san donato	frame mep
1760 bertino	final c.o
1801 tuscan	final c.o
2205 corleone	frame mep

1745 amarone	frame mep
900 campton	garage final
1758 amarone	flatwork
1830 belagio	frame mep
1921 recioto	frame mep
1717 pieneze	plmbg rough
1826 belagio	plmbg rough
1701 puglia	plmbg rough
1621 san donato	frame mep
1921 recioto	frame mep
1701 puglia	flatwork
1717 pienze	plmbg rough
1506 bertino	frame mep
1808 radda	electric meter
1808 radda	gas meter
1720 san donato	plmbg rough
1720 san donato	t-pole
1706 budino	electric meter
1706 budino	gas meter
1723 bertino	frame mep
1729 bertino	frame mep
1716 san donato	t-pole
9 dancing water	hvac
1735 bertino	plmbg top out
1741 bertino	frame mep

ROCKWALL COUNTY SHERIFF
972 TL TOWNSEND ROCKWALL , TX 75087

CC.District = '41' AND CC.IncDate Between '11/01/2019' And '11/30/2019' AND
 IsNull(CC.Jurisdiction, 'Default') = 'Default'

CFS History Search
Public Report

CFS #	Create When	Location	Type Disposition
2019-039452	11/30/2019 10:07:50 PM	5700B S STATE HIGHWAY 205 MCLENDON CHISHOLM	MISCELLANEOUS ASSIGNMENT COMPL
2019-039231	11/29/2019 2:10:44 PM	200B PHEASANT HILL DR MCLENDON CHISHOLM	WELFARE CHECK ASSIGNMENT COMPL
2019-039217	11/29/2019 11:04:54 AM	400B CATTLE BARRON DR MCLENDON CHISHOLM	MEET COMPLAINANT NO OFFENSE
2019-039210	11/29/2019 10:04:12 AM	205 HACKBERRY CREEK	ASSIST ASSIGNMENT COMPLETE
2019-039116	11/28/2019 2:21:32 PM	AMALFI DR / AMALFI CT	SUICIDE ATTEMPT/THREAT ASSIGNMEN
2019-038963	11/27/2019 1:25:50 PM	1200B LIVORNO DR MCLENDON CHISHOLM	VEHICLE UNLOCK ASSIGNMENT COMPL
2019-038940	11/27/2019 9:27:29 AM	1700B AMALFI DR MCLENDON CHISHOLM	ALARM FALSE ALARM
2019-038905	11/26/2019 7:44:27 PM	900B YORK HOUSE CT MCLENDON CHISHOLM	SUSPICIOUS PERSON/VEHICLE ASSIGN
2019-038795	11/25/2019 6:20:58 PM	1400B VIA TOSCANA LN MCLENDON CHISHOLM	ALARM ASSIGNMENT COMPLETE
2019-038700	11/24/2019 9:22:38 PM	1400B WELLS CIR MCLENDON CHISHOLM	SUICIDE ATTEMPT/THREAT RSO REPOF
2019-038639	11/24/2019 1:11:39 AM	400B CATTLE BARRON DR MCLENDON CHISHOLM	BURGLARY BUILDING RSO REPORT TA
2019-038619	11/23/2019 8:20:16 PM	1300B E FM 550 MCLENDON CHISHOLM	DISTURBANCE CITATION
2019-038495	11/22/2019 1:47:40 PM	N STATE HIGHWAY 205 / E FM 550	RECKLESS DRIVER UTL
2019-038488	11/22/2019 12:46:56 PM	200B HARVEST RIDGE DR MCLENDON CHISHOLM	ALARM FALSE ALARM
2019-038469	11/22/2019 9:22:39 AM	200B HACKBERRY CREEK CIR MCLENDON CHISHOLM	ANIMAL LOOSE LIVESTOCK ASSIGNMEI
2019-038294	11/20/2019 6:52:11 PM	1500B BARROLO DR MCLENDON CHISHOLM	PROPERTY DAMAGE ASSIGNMENT CON
2019-038104	11/19/2019 10:42:14 AM	0B DANCING WATERS LN MCLENDON CHISHOLM	ODOR INVESTIGATION ASSIGNMENT CC
2019-038101	11/19/2019 9:41:52 AM	1200B SPRINGS WAY MCLENDON CHISHOLM	DISTURBANCE ASSIGNMENT COMPLET
2019-038095	11/19/2019 9:03:15 AM	1800B AMALFI DR MCLENDON CHISHOLM	ALARM RESIDENTIAL FIRE ASSIGNMEN
2019-037840	11/16/2019 8:05:38 PM	SB 205/BRIAR GLEN LN	RECKLESS DRIVER UTL
2019-037675	11/15/2019 11:08:28 AM	0B CHAPEL HILL LN MCLENDON CHISHOLM	FRAUD RSO REPORT TAKEN
2019-037368	11/13/2019 6:39:45 PM	300B S SMITH RD MCLENDON CHISHOLM	MEET COMPLAINANT ASSIGNMENT COI

CAD Report 71

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CFS #	Create When	Location	Type Disposition
2019-037173	11/11/2019 4:31:45 PM	900B HAMILTON CT MCLENDON CHISHOLM	PROPERTY DAMAGE ROYSE CITY REPC
2019-037113	11/11/2019 12:28:53 AM	FM 1139 / HARVEST RIDGE DR	ACCIDENT MINOR ARREST
2019-037089	11/10/2019 7:19:06 PM	5700B S STATE HIGHWAY 205 MCLENDON CHISHOLM	MEDICAL CALL ASSIGNMENT COMPLET
2019-036814	11/8/2019 10:28:43 AM	500B SAVANNA HILL LN MCLENDON CHISHOLM	ALARM FALSE ALARM
2019-036659	11/7/2019 5:48:31 AM	1700B AMALFI DR MCLENDON CHISHOLM	CITY ORDINANCE VIOLATION ASSIGNMI
2019-036615	11/6/2019 8:15:54 PM	VIA TOSCANA LN / S STATE HIGHWAY 205	SUSPICIOUS PERSON/VEHICLE ASSIGN
2019-036308	11/4/2019 8:03:17 AM	N STATE HIGHWAY 205 / PULLEN RD	ACCIDENT MINOR ACCIDENT REPORT
2019-036260	11/3/2019 2:31:11 PM	1600B W FM 550 MCLENDON CHISHOLM	ALARM ASSIGNMENT COMPLETE
2019-036236	11/3/2019 7:09:11 AM	1600B W FM 550 MCLENDON CHISHOLM	ALARM FALSE ALARM
2019-036090	11/2/2019 12:30:31 AM	100B STATE HIGHWAY 205 MCLENDON CHISHOLM	ALARM ASSIGNMENT COMPLETE
2019-036065	11/1/2019 9:27:29 PM	800B FM 1139 MCLENDON CHISHOLM	DISTURBANCE ASSIGNMENT COMPLET
2019-036004	11/1/2019 11:45:20 AM	1500B VISTA CT MCLENDON CHISHOLM	RECKLESS DRIVER ASSIGNMENT COME
2019-035991	11/1/2019 9:23:47 AM	1200B LIVORNO DR MCLENDON CHISHOLM	FRAUD RSO REPORT TAKEN
Total: 35			

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City of McLendon-Chisholm
Operating Fund Financial Summary
For the two months ended November 30, 2019

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Nov 2019 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Nov 2018 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2018-2019 Budget
Revenue								
302 - Franchise Income	\$ 3,260	\$ 7,943	4%	\$ 187,000	\$ 2,965	\$ 12,954	8%	\$ 154,830
303 - Development Income	-	-	0%	15,000	10,800	10,954	38%	29,000
304 - Building Permit Income	63,972	102,343	31%	330,000	6,607	24,882	5%	492,419
305 - Municipal Court Income	-	-	0%	1,800	-	-	0%	300
306 - Interest Income	1,565	3,427	19%	18,500	1,086	2,222	- %	-
307 - Sign Permit Income	-	-	0%	100	-	-	- %	-
308 - Septic Fees	1,000	2,125	27%	7,800	500	500	3%	17,885
309 - Food Enforcement	-	300	24%	1,250	-	150	25%	600
310 - Sales Tax Revenue	21,824	42,206	21%	205,750	18,606	34,549	22%	154,603
311 - PID Admin Expense Reimbursement	-	-	- %	-	-	690	15%	4,750
313 - Donations	1,865	636	106%	600	-	1,449	290%	500
314 - Copies Public Inf. Income	-	-	0%	130	-	40	- %	-
315 - Miscellaneous Income	-	-	- %	-	-	-	- %	-
317 - Ad Valorem Tax	27,036	40,096	7%	537,708	11,103	19,374	6%	350,579
318 - Tax Certifications	25	37	49%	75	1	13	- %	-
320 - NSF Fee Revenue	-	-	- %	-	-	-	- %	-
321 - Credit Card Fee Revenue	24	144	26%	550	10	10	1%	1,501
Total Revenue	\$ 120,571	\$ 199,256	15%	\$ 1,306,263	\$ 51,677	\$ 107,786	15%	\$ 1,206,967

City of McLendon-Chisholm
Operating Fund Financial Summary
For the two months ended November 30, 2019

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Nov 2019 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Nov 2018 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2018-2019 Budget
Expenditures								
Operating Expenditures								
401 - Municipal Court	\$ -	\$ -	0%	\$ 50	\$ -	\$ -	- %	\$ 1,515
402 - Election Expense	-	-	0%	12,250	-	-	- %	10,000
404 - Citation Delivery	-	-	- %	-	-	-	- %	-
410 - Building Inspections	17,140	29,240	25%	117,742	2,175	6,675	4%	155,818
411 - Environment Regulation Expense	200	750	12%	6,255	850	950	9%	10,465
414 - Animal Control	-	-	0%	18,000	-	-	- %	-
415 - Section 380 Grant Program	-	3,308	87%	3,800	-	-	- %	-
416 - Bad Debt	-	-	- %	-	-	-	- %	-
418 - Membership Fees	75	275	17%	1,575	200	275	9%	3,000
422 - Public Notice Expense	13,118	13,587	148%	9,150	102	102	5%	2,243
423 - Community Functions	1,308	7,290	1458%	500	133	133	2%	5,464
426 - Appraisal District Collection	1,903	1,903	38%	5,000	-	-	0%	5,883
430 - Public Safety	46,950	105,600	34%	306,555	37,944	62,516	17%	375,211
Total 400 Operating Expenditures	\$ 80,694	\$ 161,952	34%	\$ 480,877	\$ 41,403	\$ 70,651	12%	\$ 569,599
Occupancy Expenditures								
502 - Electricity	\$ 214	\$ 487	18%	\$ 2,700	\$ 223	\$ 479	12%	\$ 3,915
506 - Water	737	1,911	48%	4,000	268	709	8%	8,952
510 - Propane Gas	-	-	0%	788	-	-	- %	788
512 - Trash Pick up	-	-	0%	1,344	-	-	- %	-
514 - Building Maint/Improvements	321	642	5%	12,200	1,150	3,456	65%	5,356
516 - Lawn Maintenance	685	1,370	16%	8,500	685	1,370	17%	8,144
517 - Council Meeting Expenses	-	-	- %	-	-	-	- %	-
518 - Janitorial	-	-	- %	-	-	40	1%	4,181
520 - Telephone & Internet	457	1,070	16%	6,900	513	1,086	14%	7,593
522 - Website Expense	-	834	83%	1,000	-	-	0%	1,202

City of McLendon-Chisholm
Operating Fund Financial Summary
For the two months ended November 30, 2019

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Nov 2019 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Nov 2018 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2018-2019 Budget
Total 500 Occupancy Expenditures	\$ 2,414	\$ 6,315	17%	\$ 37,432	\$ 2,839	\$ 7,140	17%	\$ 40,131
General & Administrative Expenditures								
603 - Citizen Recognition	\$ -	\$ -	- %	\$ -	\$ -	\$ -	0%	500
604 - Municipal Manuals, Books & Maps	-	-	0%	250	-	-	0%	12,803
606 - Employee Costs	18,041	29,711	13%	222,455	38,736	55,552	28%	199,218
618 - Liability Insurance	-	7,974	106%	7,517	-	7,063	77%	9,227
619 - Software Subscriptions	1,368	4,231	22%	19,000	1,298	14,478	97%	15,000
621 - IT Support	600	1,200	22%	5,500	225	450	9%	5,000
622 - Office Supplies - City Hall	220	309	10%	3,000	61	228	7%	3,124
623 - Office Equipment	127	149	6%	2,600	698	887	33%	2,655
624 - Office Equip Maintenance	411	411	27%	1,500	365	615	22%	2,797
625 - Printed Materials	-	369	22%	1,700	623	869	58%	1,502
626 - Postage-City Hall	31	70	5%	1,410	701	732	21%	3,490
628 - Bank Fees	137	368	25%	1,500	52	198	20%	1,010
630 - Legal & Professional								
63001-Accounting & Payroll services	4,405	8,810	17%	52,514	5,529	11,103	22%	50,000
63002 - Financial Audit	-	-	0%	15,000	-	-	0%	15,000
63003 - Legal	-	3,000	8%	40,000	3,900	11,270	9%	124,000
63005 - City Planner	120	520	1%	45,000	7,126	7,126	27%	26,376
63008 - Financial Consulting	10,193	11,297	43%	26,000	-	1,950	- %	-
63009 - Engineering	2,397	2,397	16%	15,000		-	- %	-
633 - Penalties & Fees	-	-	- %	-		-	- %	-
645 - Transcription Services	-	-	- %	-	2,414	2,414	- %	-
646 - Mileage Expense	-	84	17%	500	66	132	13%	1,052
647 - Council Meetings & Development	-	-	0%	650	-	33	1%	3,996
648 - Training	-	900	13%	6,750	-	1,556	31%	5,000
649 - Expense Account - City Administrator	-	-	- %	-	-	-	0%	126
650 - Expense Account - Mayor	-	-	- %	-	-	-	0%	105

City of McLendon-Chisholm
Operating Fund Financial Summary
For the two months ended November 30, 2019

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Nov 2019 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Nov 2018 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2018-2019 Budget
652 - Staff Appreciation	-	-	0%	850	593	593	297%	200
655 - Code of Ordinance	-	-	0%	3,500	-	-	0%	8,000
699 - Miscellaneous Expense	-	-	- %	-	-	-	0%	150
Total G & A Expenditures	\$ 38,050	\$ 71,801	15%	\$ 472,196	\$ 62,387	117,250	15%	\$ 490,331
700 - Capital Expenditures - Public Safety	\$ -	\$ -	0%	\$ 15,000	\$ -	68,453	114%	\$ 60,000
700 - Capital Expenditures - Operating	-	-	0%	35,000	9,900	9,900	31%	\$ 32,000
Total Capital Expenditures	\$ -	\$ -	0%	\$ 50,000	\$ 9,900	\$ 78,353	85%	\$ 92,000
Total Expenditures	\$ 121,158	\$ 240,067	23%	\$ 1,040,505	\$ 116,529	\$ 273,394	23%	\$ 1,192,061
Surplus (Deficit)	\$ (587)	\$ (40,812)	-15%	\$ 265,758	\$ (64,852)	\$ (165,608)	-15%	\$ 14,906

City of McLendon-Chisholm
Utility Fund Financial Summary
For the two months ended November 30, 2019

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	Nov 2019 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Nov 2018 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2018-2019 Budget
Revenue								
306 - Interest Income	\$ 728	\$ 1,599	16%	\$ 9,750	\$ 696	\$ 1,363	26%	\$ 5,206
Sewer Utility Revenue								
32200 - Sewer Usage Fees	\$ 18,911	\$ 39,682	17%	228,360	14,879	37,488	23%	159,653
32201 - Sewer Tap Fees	51,000	72,000	100%	72,000	3,000	9,000	5%	189,000
32204 - Sewer Deposit Refunds	-	-	0%	(1,100)	(55)	(95)	6%	(1,540)
Transfer from Utility Fund Surplus	-		0%	49,554				
Total Revenue	\$ 70,639	\$ 113,281	32%	\$ 358,564	\$ 18,520	\$ 47,755	14%	\$ 352,319
Expenditures								
Operation & Maintenance Expenditures								
Sewer Operation & Maintenance								
41304 - O&M Agreement	\$ 2,955	\$ 5,884	18%	\$ 33,570	\$ 4,235	\$ 9,704	21%	\$ 47,094
41305 - O&M Maintenance	(1,820)	1,715	5%	\$ 36,000				
41308 - Electricity	9	18	- %	-		-	0%	42
41310 - Sewer Treatment	16,500	33,000	14%	231,794	14,610	34,830	45%	78,000
41312 - Tap Fee Developer Rebate	30,600	43,200	100%	43,200	1,800	5,400	5%	113,400
Total Operations Expenditures	\$ 48,244	\$ 83,817	24%	\$ 344,564	\$ 20,645	\$ 49,934	21%	\$ 238,536
600 - General & Administrative Exp	\$ 1,197	\$ 2,338	17%	\$ 14,000	860	\$ 1,834	14%	\$ 13,260
Total Expenditures	\$ 49,441	\$ 86,154	24%	\$ 358,564	\$ 21,505	\$ 51,768	21%	\$ 251,796
Surplus (Deficit)	\$ 21,198	\$ 27,126	- %	\$ -	\$ (2,985)	\$ (4,013)	-4%	\$ 100,523

City of McLendon-Chisholm
Interest Sinking Fund Financial Summary
For the two months ended November 30, 2019

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	Nov 2019 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2019-2020 Budget	Nov 2018 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2018-2019 Budget
Revenue								
Ad Valorem Tax								
317 · Ad Valorem Tax	\$ 5,311	7,986	7%	\$ 107,426	\$ 7,236	\$ 12,620	6%	\$ 228,985
306 · Interest Income	104	684	- %	3,250	357	1,279	- %	-
Transfer from Excess Bond Proceeds		-	- %	-	-	-	- %	-
Transfer From Interest & Sinking Surplus	-	-	0%	30,968	-	-	- %	-
Total Revenue and Transfers In	\$ 5,415	\$ 8,670	6%	\$ 141,644	\$ 7,592	\$ 13,900	6%	\$ 228,985
Expenditures								
628 · Bank Fees Expense	\$ -	\$ -				-		
660 · Bond Interest Expense	\$ 4,823	9,646	17%	\$ 58,113	\$ 4,989	\$ 9,977	17%	\$ 59,862
802 · Bond Cost Amortization	243	486	17%	2,912	243	485	- %	-
803 · Bond Premium Amortization	(781)	(1,563)	17%	(9,381)	(828)	(1,657)	- %	-
Transfer To Bond Principal		-	0%	90,000		-	0%	85,000
Transfer to Early Redemption Sinking Fund			- %	-		-	0%	78,512
Total Expenditures and Transfers Out	\$ 4,285	\$ 8,569	6%	\$ 141,644	\$ 4,403	\$ 8,805	4%	\$ 223,374
Surplus (Deficit)	\$ 1,130	\$ 101	- %	\$ -	\$ 3,190	\$ 5,094	91%	\$ 5,611

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

	Interest and Sinking Fund	Operating Fund	Public Safety	Utilities Fund
Revenue				
302 · Franchise Income				
30204 · AT&T	0	647	0	0
30205 · Suddenlink Cable	0	523	0	0
30216 · Atmos Energy	0	2,029	0	0
30221 · CEBridge	0	62	0	0
Total 302 · Franchise Income	0	3,260	0	0
304 · Building Permit Income				
30401 · Contractor Registration Fee Inc	0	100	0	0
30404 · Inspection Income	0	10,350	0	0
30405 · Building Permit & Plan Review	0	53,522	0	0
Total 304 · Building Permit Income	0	63,972	0	0
306 · Interest Income				
30600 · Alliance Interest Income	0	519	0	270
30602 · Logic Interest Income	45	1,020	0	458
30603 · Tex Pool Interest Income	0	26	0	0
30607 · Wilmington Accrued Int Income	59	0	0	0
Total 306 · Interest Income	104	1,565	0	728
308 · Septic Fees				
30801 · OSSF Fee Income	0	1,000	0	0
Total 308 · Septic Fees	0	1,000	0	0
310 · Sales Tax Revenue	0	21,824	0	0
313 · Donations				
313.2 · Veterans Memorial Fundraising C	0	-135	0	0
313 · Donations - Other	0	2,000	0	0
Total 313 · Donations	0	1,865	0	0
317 · Ad Valorem Tax				
31701 · Ad Valorem Tax - M&O	0	27,000	0	0
31702 · Ad Valorem Tax - City Hall	5,286	0	0	0
31703 · Ad Valorem Refunds - M&O	0	-40	0	0
31705 · Ad Valorem Tax - Prior Years	41	61	0	0
31706 · Ad Valorem Tax - Penalty	5	7	0	0
31708 · Ad Valorem Refunds - City Hall	-26	0	0	0
31709 · Ad Valorem Tax - Interest	5	8	0	0
31710 · Ad Valorem Tax - Misc Adj	0	0	0	0
Total 317 · Ad Valorem Tax	5,311	27,036	0	0
318 · Tax Certifications	0	25	0	0
319 · Grants	0	0	21,500	0
321 · Credit Card Fee Revenue	0	24	0	0
322 · Sewer Utility Revenue				
32200 · Sewer Usage Fees	0	0	0	18,911
32201 · Sewer Tap Fees	0	0	0	51,000
Total 322 · Sewer Utility Revenue	0	0	0	69,911
Total Income	5,415	120,571	21,500	70,639
Expenses				
400 · Operating Expenditures				
410 · Building Inspections				
41003 · Building Inspections	0	16,525	0	0

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

	Interest and Sinking Fund	Operating Fund	Public Safety	Utilities Fund
41004 · Engineer Fees	0	615	0	0
Total 410 · Building Inspections	0	17,140	0	0
411 · Environment Regulation Expense				
41101 · Septic Inspection Fee	0	200	0	0
Total 411 · Environment Regulation Expense	0	200	0	0
418 · Membership Fees	0	75	70	0
422 · Public Notice Expense	0	13,118	0	0
423 · Community Functions				
42302 · Christmas Tree Lighting	0	1,308	0	0
Total 423 · Community Functions	0	1,308	0	0
426 · Appraisal District Collection	0	1,903	0	0
Total 400 · Operating Expenditures	0	33,743	70	0
413 · Sewer Operation & Maintenance				
41304 · O&M Agreement	0	0	0	2,955
41305 · Nonstandard O&M Expense	0	0	0	-1,820
41308 · Electricity	0	0	0	9
41310 · Sewer Treatment	0	0	0	16,500
41312 · Tap Fee Developer Rebate	0	0	0	30,600
Total 413 · Sewer Operation & Maintenance	0	0	0	48,244
430 · Public Safety				
43002 · Fuel	0	0	726	0
43003 · Maintenance & Repair - Vehicles	0	0	1,270	0
43004 · Maintenance & Repair - Station	0	0	808	0
43005 · Gear and Supplies	0	0	662	0
43009 · Training	0	0	150	0
43035 · Street Lights	0	0	244	0
Total 430 · Public Safety	0	0	3,860	0
500 · Occupancy Expenditures				
502 · Electricity	0	214	252	0
506 · Water	0	737	49	0
512 · Trash	0	0	112	0
514 · Building Maint/Improvements	0	321	0	0
516 · Lawn Maintenance	0	685	0	0
520 · Telephone & Internet	0	457	451	0
525 · Penalties	0	0	5	0
Total 500 · Occupancy Expenditures	0	2,415	869	0
600 · General & Administrative Exp				
606 · Employee Costs				
60601 · Staff Salaries	0	14,945	52,890	0
60609 · Payroll Tax Expense	0	1,143	3,936	0
60612 · Retirement Plan Contributions	0	989	3,556	0
60613 · Health Insurance Expense	0	963	3,262	0
Total 606 · Employee Costs	0	18,041	63,644	0
619 · Software Subscriptions	0	1,368	0	0
621 · IT Support	0	600	0	0
622 · Office Supplies - City Hall	0	220	0	0
623 · Office Equipment	0	127	0	0
624 · Office Equip Maintenance	0	411	0	0
626 · Postage-City Hall	0	31	0	0

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

	Interest and Sinking Fund	Operating Fund	Public Safety	Utilities Fund
628 · Bank Fees				
62801 · Service Charges	0	137	0	8
62804 · Fee - NSF Returned Check	0	0	0	56
Total 628 · Bank Fees	0	137	0	64
630 · Legal & Professional				
63001 · Accounting & Payroll Services	0	4,405	0	1,133
63005 · City Planner	0	120	0	0
63008 · Financial Consulting	0	10,194	0	0
63009 · Engineering	0	2,398	0	0
Total 630 · Legal & Professional	0	17,116	0	1,133
660 · Bond Interest Expense	4,823	0	0	0
699 · Miscellaneous Expenses	0	0	7	0
Total 600 · General & Administrative Exp	4,823	38,050	63,651	1,197
Total Expenses	4,823	74,208	68,450	49,440
	592	46,363	-46,950	21,198
802 · Bond Cost Amortization	243	0	0	0
803 · Bond Premium Amortization	-782	0	0	0
	-539	0	0	0
Net Surplus (Deficit)	1,131	46,363	-46,950	21,198

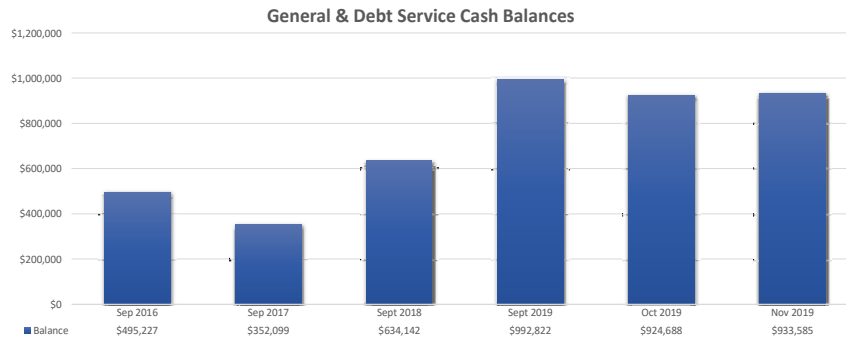
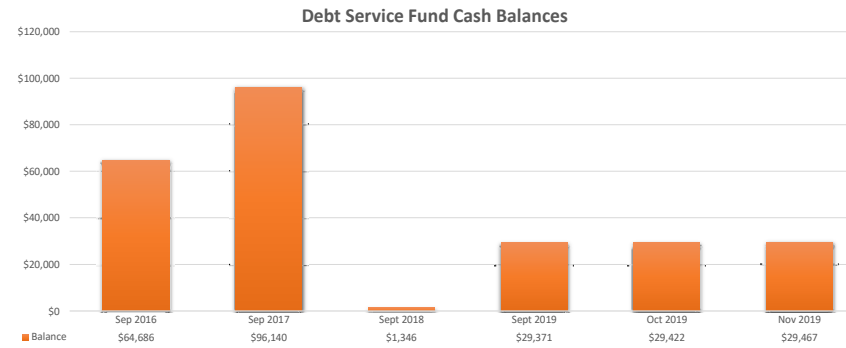
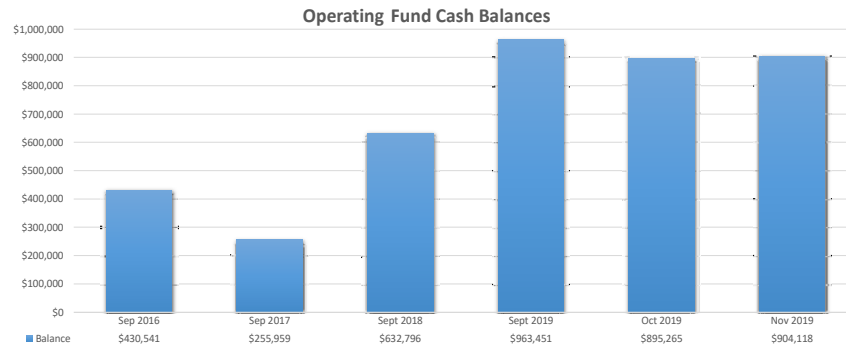
City of McLendon-Chisholm
Cash Account Balances
For the two months ended November 30, 2019

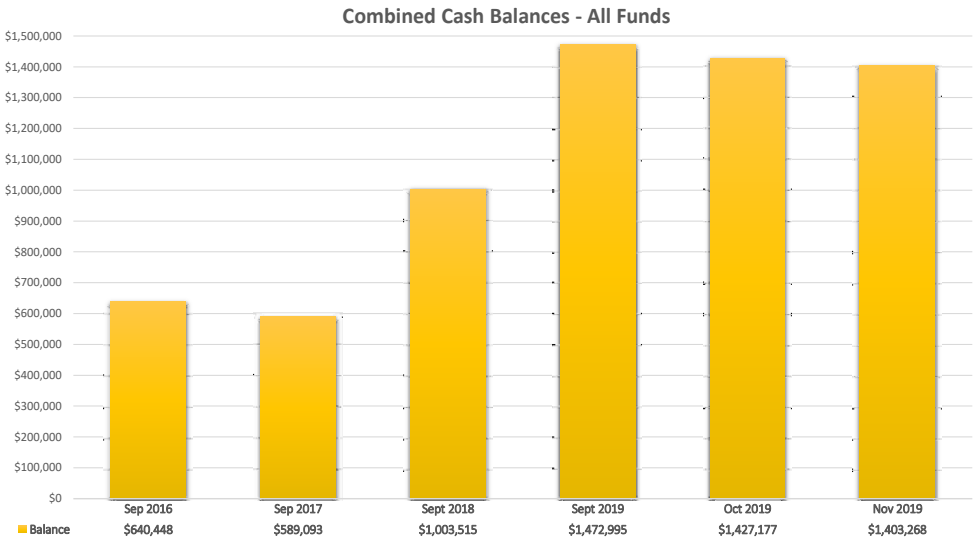
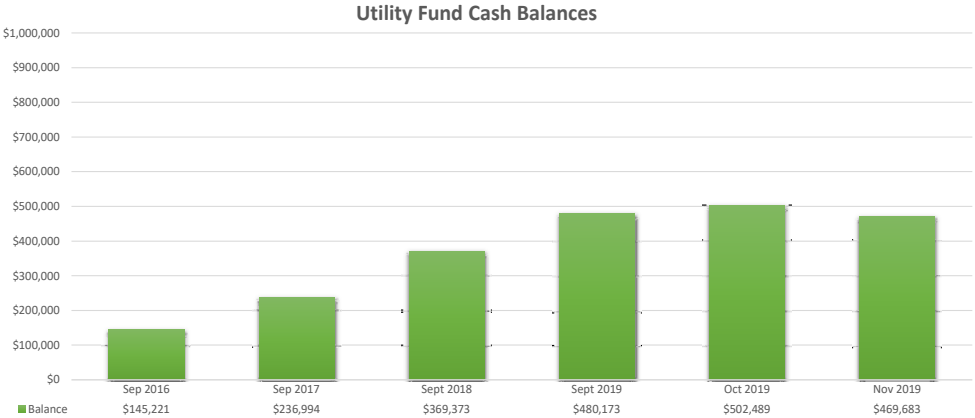
Fund	Account	Sept 30,19	Oct 31,19	Nov 30,19
I&S	121 · 7002 - Alliance Sinking Fund	-	-	
I&S	130 · 9003 Logic I&S Fund	29,371	29,422	29,467
I&S Total		29,371	29,422	29,467
Operating	100 · 3738 - Alliance Operating	370,625	301,503	309,458
Operating	103 · Texpool 300001	18,961	18,992	19,018
Operating	125 · Logic - 9001 General Fund	29,617	29,669	29,714
Operating	127 · 9004 Logic Operating	544,151	545,102	545,928
Operating Total		963,353	895,265	904,118
Utility	106 · 5071 - Alliance Utility Fund	178,334	200,122	166,858
Utility	126 · Logic - 9002 Utility Fund	301,840	302,367	302,825
Utility Total		480,173	502,489	469,683
Grand Total		1,472,898	1,427,177	1,403,268

City of McLendon-Chisholm
Public Safety Detail Report
For the two months ended Nov 30, 2019

	Current Period Revenue and Expenditures		
	Oct-19	Nov-20	YTD
Revenue			
313 · Donations	300.00	0.00	300.00
319 · Grants	21,857.41	21,500.00	43,357.41
Total Revenue	<u>22,157.41</u>	<u>21,500.00</u>	<u>43,657.41</u>
Expenses			
400 · Operating Expenditures			
418 · Membership Fees	0.00	70.00	70.00
Total 400 · Operating Expenditures	<u>0.00</u>	<u>70.00</u>	<u>70.00</u>
430 · Public Safety			
43001 · Liability Insurance	7,730.24	0.00	7,730.24
43002 · Fuel	914.51	726.28	1,640.79
43003 · Maintenance & Repair - Vehicles	53.99	1,270.27	1,324.26
43004 · Maintenance & Repair - Station	973.43	807.81	1,781.24
43005 · Gear and Supplies	340.73	661.90	1,002.63
43006 · Compliance	76.94	0.00	76.94
43008 · Dispatch	10,000.00	0.00	10,000.00
43009 · Training	736.45	150.00	886.45
43030 · EMS	1,691.66	0.00	1,691.66
43035 · Street Lights	243.51	243.54	487.05
Total 430 · Public Safety	<u>22,761.46</u>	<u>3,859.80</u>	<u>26,621.26</u>
500 · Occupancy Expenditures			
502 · Electricity	350.26	252.12	602.38
506 · Water	30.55	49.47	80.02
512 · Trash	111.61	111.61	223.22
516 · Lawn Maintenance	120.00	0.00	120.00
520 · Telephone & Internet	200.30	450.90	651.20
525 · Penalties	0.00	4.60	4.60
Total 500 · Occupancy Expenditures	<u>812.72</u>	<u>868.70</u>	<u>1,681.42</u>
600 · General & Administrative Exp			
606 · Employee Costs			
60601 · Staff Salaries	33,879.94	52,890.28	86,770.22
60609 · Payroll Tax Expense	2,518.23	3,936.29	6,454.52
60612 · Retirement Plan Contributions	2,362.54	3,555.70	5,918.24
60613 · Health Insurance Expense	3,261.86	3,261.86	6,523.72
Total 606 · Employee Costs	<u>42,022.57</u>	<u>63,644.13</u>	<u>105,666.70</u>
618 · Insurance			
61803 · Workmen's Comp Ins	15,211.00	0.00	15,211.00
Total 618 · Insurance	<u>15,211.00</u>	<u>0.00</u>	<u>15,211.00</u>
699 · Miscellaneous Expenses	0.00	6.92	6.92
Total 600 · General & Administrative Exp	<u>57,233.57</u>	<u>63,651.05</u>	<u>120,884.62</u>
Total Expenses	<u>80,807.75</u>	<u>68,449.55</u>	<u>149,257.30</u>
Net Surplus (Deficit)	<u><u>-58,650.34</u></u>	<u><u>-46,949.55</u></u>	<u><u>-105,599.89</u></u>

City of McLendon-Chisholm
Cash Balance Report
As of November 30, 2019





Alarm Date between 2019-11-01 and 2019-11-30

Total Calls by District

District	2019-11-01	Total
County District	15	15
City Limit District	14	14
County Mutual Aid	5	5
Total	34	34

Incident Date between 2019-11-01

and 2019-11-30

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
11/13/2019	191113-124654-MCCHTX	0000430	522	Water or steam leak	City Limit District	1
11/2/2019	2019-00394	0000416	324	Motor vehicle accident with no injuries.	County District	1
11/2/2019	2019-00395	0000417	700	False alarm or false call, other	County District	1
11/4/2019	2019-00396	0000418	324	Motor vehicle accident with no injuries.	City Limit District	1
11/4/2019	2019-00397	0000419	321	EMS call, excluding vehicle accident with injury	County District	1
11/5/2019	2019-00398	0000421	321	EMS call, excluding vehicle accident with injury	County District	1
11/5/2019	2019-00399	0000422	321	EMS call, excluding vehicle accident with injury	County District	1
11/6/2019	2019-00400	0000420	324	Motor vehicle accident with no injuries.	City Limit District	1
11/8/2019	2019-00402	0000423	324	Motor vehicle accident with no injuries.	County District	1
11/8/2019	2019-00403	0000424	321	EMS call, excluding vehicle accident with injury	County District	1
11/9/2019	2019-00404	0000425	321	EMS call, excluding vehicle accident with injury	City Limit District	1
11/10/2019	2019-00405	0000426	324	Motor vehicle accident with no injuries.	City Limit District	1
11/10/2019	2019-00406	0000427	321	EMS call, excluding vehicle accident with injury	County District	1
11/12/2019	2019-00407	0000428	321	EMS call, excluding vehicle accident with injury	County District	1
11/13/2019	2019-00408	0000429	143	Grass fire	County Mutual Aid	1
11/15/2019	2019-00410	0000431	611	Dispatched & canceled en route	County Mutual Aid	1
11/16/2019	2019-00411	0000432	143	Grass fire	County Mutual Aid	1
11/16/2019	2019-00412	0000443	143	Grass fire	County Mutual Aid	1
11/16/2019	2019-00413	0000433	321	EMS call, excluding vehicle accident with injury	City Limit District	1
11/17/2019	2019-00414	0000436	142	Brush or brush-and-grass mixture fire	County District	1
11/18/2019	2019-00415	0000437	531	Smoke or odor removal	City Limit District	1
11/18/2019	2019-00416	0000438	550	Public service assistance, other	City Limit District	1
11/18/2019	2019-00417	0000439	321	EMS call, excluding vehicle accident with injury	County District	1
11/18/2019	2019-00418	0000440	550	Public service assistance, other	County District	1
11/19/2019	2019-00420	0000442	412	Gas leak (natural gas or LPG)	City Limit District	1
11/19/2019	2019-00421	0000441	143	Grass fire	County Mutual Aid	1
11/21/2019	2019-00422	0000444	322	Motor vehicle accident with injuries	City Limit District	1
11/24/2019	2019-00424	0000445	143	Grass fire	City Limit District	1
11/27/2019	2019-00425	0000447	553	Public service	City Limit District	1
11/24/2019	2019-00425	0000446	321	EMS call, excluding vehicle accident with injury	County District	1

11/28/2019	2019-00426	0000448	324	Motor vehicle accident with no injuries.	County District	1
11/29/2019	2019-00427	0000449	324	Motor vehicle accident with no injuries.	City Limit District	1
11/29/2019	2019-00428	0000450	500	Service Call, other	City Limit District	1
11/29/2019	2019-00429	0000451	324	Motor vehicle accident with no injuries.	County District	1
11/30/2019	2019-00431	0000452	814	Lightning strike (no fire)	County District	1
11/30/2019	2019-00432	0000453	321	EMS call, excluding vehicle accident with injury	City Limit District	1
11/30/2019	2019-00433	0000454	131	Passenger vehicle fire	County Mutual Aid	1



Nov 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.

	Nov-19	Oct-19	Sep-19	Aug-19	Jul-19	Jun-19	May-19	Apr-19	Mar-19	Feb-19	Jan-19	Dec-18
Homes	929	955	955	964	972	920	910	922	804	716	613	0
Resi Rcy Tonnage	20.05	9.91	14.66	19.44	17.90	16.75	29.11	8.59	26.47	24.21	17.33	0.00
Pounds / Home / Month	43.16	20.75	30.70	40.33	36.83	36.41	63.98	18.63	65.85	67.63	56.54	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.

	Nov-19	Oct-19	Sep-19	Aug-19	Jul-19	Jun-19	May-19	Apr-19	Mar-19	Feb-19	Jan-19	Dec-18
Service Opportunities	8,045	8,270	8,270	8,348	8,417	7,967	7,881	7,985	6,963	6,201	5,309	0
Service Inquiries	3	18	5	10	4	2	3	5	10	38	55	0
Per 1,000 Service Opps	0.37	2.18	0.60	1.20	0.48	0.25	0.38	0.63	1.44	6.13	10.36	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 11/01/2019 - 11/30/2019

Account	Address	Service Type	Service Code
108255-070	██████████	RESI-TRASH	SERVICE TRASH CART
108255-613	██████████	RESI-TRASH	SERVICE TRASH CART
108255-411	██████████████████	RESI-TRASH	SERVICE TRASH CART
			Total 3
			Grand Total 3