



**AGENDA
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 26, 2023
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. CONSENT AGENDA	
5.1. Financial Report Financial Report - August 2023	4 - 20
5.2. Fire Rescue Report August 2023 Calls by District August 2023 Calls by Incident Type	21 - 24
5.3. Building Official Report Monthly Report - August 2023	25
5.4. All American Dog Monthly Report - August 2023	26 - 27
5.5. Code Compliance Report Monthly Report - August 2023	28 - 31
5.6. Sheriff's Report Monthly Report - August 2023	32 - 35
5.7. An amendment to Ordinance 2023-09 amending Sections 3 and 4 setting forth the percentages for M&O and I&S. Ord. No. 2023-10	36
5.8. Surplus Property Disposal Staff Report	37
5.9. Annual contract renewal for the Rockwall County and City of McLendon-Chisholm, Texas Fire Agreement Staff Report Interlocal Agreement for Fire Protection Services	38 - 42

- 5.10. Consider approval of the minutes of the September 12, 2023, City Council Meeting 43 - 59
[Minutes of September 12, 2023](#)

6. ITEMS FOR CONSIDERATION AND ACTION

- 6.1. Consideration and action regarding approval of a zoning district change from the AG Agriculture Zoning District that provides for a lot size of two and one-half acres to a Planned Development District [Ridge Pointe Estates] for the development of a residential subdivision containing a 99.544-acre tract of land [Rockwall CAD PID #10767] for the development of 83 single-family residential lots with a minimum lot size of one-acre of land; and, consider approval of Ordinance 2023-12 approving the zoning district change. The property is located generally across FM 550 from the McLendon-Chisholm City Hall. 60 - 79
[Zoning Application](#)
[Staff Report - Ridge Pointe](#)
[Ordinance 2023-12](#)
- 6.2. Discussion and action regarding contract renewal for Community Waste Disposal (CWD) 80 - 107
[Staff Report](#)
[Renewal Letter](#)
[CWD 2024 Contract](#)
- 6.3. Discussion and action regarding the request for approval of the application of Aaron Parker (owner/applicant) for a final plat for a 1.5-acre tract of land to create a building site. Rockwall County requires a minimum lot size of 1.5-acres of land for an on-site sanitary sewer facility. 108 - 112
[Final Plat Application](#)
[Staff Report](#)
- 6.4. Discussion and action regarding an ordinance of the City of McLendon-Chisholm, Texas, granting to Sienergy, L.P. a franchise to furnish and supply gas to the general public in the City of McLendon-Chisholm, Rockwall County, Texas, and to transport, deliver, sell, and distribute gas in and out of and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; and providing a severability clause, a penalty clause, and an effective date. 113 - 128
[Ordinance 2023-11](#)
- 6.5. Consider approval of a preliminary plat for a little over 16 acres of land for the development of a 25-lot residential subdivision with 9 open space/HOA lots as submitted by Tellus-Mann, LLC. The property is located at the intersection of Mann Road and FM 548, Kaufman County, McLendon-Chisholm ETJ. KCAP PID #11030, 10984, and 11029. 129 - 136
[Application](#)
[Staff Recommendation](#)

7. UPDATES, DISCUSSION AND DIRECTION TO STAFF
8. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

- 8.1. Mayor Short
- 8.2. Mayor Pro Tem Balkum
- 8.3. Council Member McNeal
- 8.4. Council Member McLendon
- 8.5. Council Member Hoffman
- 8.6. Council Member Tucker
9. ADJOURN

As authorized by Section 551.071(a) 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., September 22, 2023, on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.

City of McLendon Chisholm
General Fund Financial Summary
For the eleven months ended August 31, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	August 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	August 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
302 · Franchise Income	10,170	\$ 251,915	109%	\$ 232,000	9,850	\$ 216,995	94%	\$ 232,000
303 · Development Income	2,600	337,265	211%	160,000	40,900	97,624	144%	68,000
304 · Building Permit Income	70,943	618,095	63%	975,000	74,282	1,089,657	107%	1,015,375
305 · Municipal Court Income	800	3,100	- %	-	1,000	10,000	111%	9,000
306 · Interest Income	19,300	180,880	2055%	8,800	6,646	20,006	- %	23,110
307 · Sign Permit Income		-	- %			-	- %	-
308 · Septic Fees	1,500	20,825	174%	12,000	3,750	14,125	109%	13,000
309 · Food Enforcement		1,000	83%	1,200		1,050	88%	1,200
31001 · Sales Tax Revenue	80,744	767,476	79%	975,000	134,072	1,044,117	107%	977,930
31002 · Chp 380 Rebates	(21,730)	(223,010)	78%	(285,000)	(25,209)	(277,297)	97%	(284,630)
311 · PID Admin Expense Reimbursement		-	- %			-	- %	-
313 · Donations	60	200	- %		269	389	- %	-
314 · Copies Public Inf. Income		50	- %			-	- %	-
315 · Miscellaneous Income	200	7,371	- %			845	- %	-
317 · Ad Valorem Tax	6,657	715,605	105%	680,000	707	679,804	100%	679,195
318 · Tax Certifications		-	- %			-	- %	-
321 · Credit Card Fee Revenue	2,740	4,924	328%	1,500	113	1,208	92%	1,315
325 · Hotel Occupancy Tax	1,532	4,303	- %		943	943	- %	-
Transfer from Fire Capital Fund		-	- %			1,130,583	98%	1,152,550
Transfer from Unassigned Surplus			0%	500,000				
Total Revenue	\$ 175,515	\$ 2,689,999	83%	\$ 3,260,500	\$ 247,322	\$ 4,030,048	104%	\$ 3,888,045

City of McLendon Chisholm
General Fund Financial Summary
For the eleven months ended August 31, 2023

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	August 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	August 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Expenditures								
Operating Expenditures								
401 · Municipal Court		\$ 412	41%	\$ 1,000		\$ -	- %	\$ -
402 · Election Expense		6,536	65%	10,000		6,543	- %	6,550
410 · Contracted Services						-		
41003 · Building Inspections	21,643	194,163	100%	195,000	16,600	219,675	101%	216,755
41004 · Engineering Services - Development		31,050	97%	32,000		-		
41005 · City Planner Services - Development	-	30,347	91%	33,500		-		
41006 · Other Consultants - Development		20,180	68%	29,500		-		
41007 · Environmental & Health Inspect. Services	2,080	11,900	79%	15,000	650	8,745	92%	9,495
41008 · Animal Control	1,590	17,491	92%	19,000	1,590	17,490	92%	19,080
411 · Vehicle Expenses	9	316	63%	500		117	22%	525
412 · Supplies	120	2,599	65%	4,000	24	4,048	- %	4,000
418 · Membership Fees		3,089	154%	2,000	203	1,821	91%	2,000
422 · Public Notice Expense	1,369	7,945	106%	7,500	369	5,189	80%	6,510
423 · Community Functions		6,571	131%	5,000		1,506	100%	1,510
426 · Appraisal District Collection	2,339	12,115	95%	12,800	3,186	12,743	100%	12,745
429 · Street Lights	242	2,598	76%	3,400	234	2,565	75%	3,400
Total 400 Operating Expenditures	\$ 29,392	\$ 347,312	94%	\$ 370,200	\$ 22,854	\$ 280,442	99%	\$ 282,570
Occupancy Expenditures								
502 · Electricity	302	\$ 2,787	70%	\$ 4,000	337	3,111	74%	\$ 4,200
506 · Water	2,054	4,771	129%	3,700	1,092	4,335	124%	3,500
514 · Building Maint/Improvements	6,346	26,195	105%	25,000	2,897	24,140	110%	22,000
516 · Lawn Maintenance	1,628	9,268	74%	12,500	719	11,236	91%	12,371
520 · Telephone & Internet	1,189	13,154	125%	10,500	1,037	9,738	93%	10,520
522 · Website Expense		10,480	81%	13,000		10,480	84%	12,480
Total 500 Occupancy Expenditures	\$ 11,519	\$ 66,656	97%	\$ 68,700	\$ 6,082	\$ 63,041	97%	\$ 65,071

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For the eleven months ended August 31, 2023

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	August 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	August 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
General & Administrative Expenditures								
603 · Citizen Recognition	300	300	15%	2,000	-	-	- %	-
604 · Municipal Manuals, Books & Maps		267	53%	500		-	- %	-
606 · Employee Costs	29,530	323,529	60%	540,000	34,769	302,089	96%	315,503
618 · Liability Insurance		8,900	100%	8,900		6,012	100%	6,012
619 · Software Subscriptions	1,549	19,288	71%	27,000	13,292	38,626	144%	26,904
621 · IT Support	1,600	19,985	157%	12,700	1,540	11,410	90%	12,610
622 · Office Supplies - City Hall	248	5,651	87%	6,500	598	5,468	91%	6,000
623 · Office Equipment	302	10,598	54%	19,500	151	2,582	120%	2,150
624 · Office Equip Maintenance		3,033	65%	4,700	350	3,822	91%	4,200
625 · Printed Materials		1,658	83%	2,000	395	2,478	124%	2,000
626 · Postage-City Hall	633	2,703	123%	2,200		1,132	79%	1,428
628 · Bank Fees	298	3,187	110%	2,900	107	2,777	92%	3,020
630 · Legal & Professional						-		
63001-Accounting & Payroll services	6,600	69,300	105%	66,000	5,000	55,000	92%	60,000
63002 - Financial Audit		12,950	86%	15,000	12,500	12,500	74%	17,000
63003 - Legal	4,963	50,114	111%	45,000	2,550	33,192	87%	38,000
63005 - City Planner	3,000	53,145	66%	80,000	4,905	64,245	103%	62,525
63005.1 - Comprehensive Plan		-	- %	-		5,979	100%	5,979
63008 - Consultants	6,645	19,381	23%	85,000	7,750	31,884	- %	29,500
63009 - Engineering		7,700	- %	-	2,250	2,250	- %	-
632 · Emergency Management		-	- %	-		-	- %	-
645 · Transcription Services		-	- %	-		-	- %	-
646 · Mileage Expense		89	89%	100		74	100%	74
647 · Council Meetings & Development	31	307	12%	2,500	97	2,195	105%	2,098
648 · Training		-	- %			-		
64801 · Administrative Training		1,335	19%	7,000	44	1,681	- %	1,637
64802 · City Council Training	91	4,874	122%	4,000		-	- %	-
649 · Expense Account - City Administrator		873	- %	2,000		52	104%	50

City of McLendon Chisholm
General Fund Financial Summary
For the eleven months ended August 31, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	August 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	August 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
650 · Expense Account - Mayor	111	322	- %	1,000		88	175%	50
652 · Staff Appreciation	156	2,133	107%	2,000	18	207	110%	189
655 · Code of Ordinance		-	0%	500		-	- %	-
699 · Miscellaneous Expense	4,250	4,951	22%	22,960	124	428	141%	304
						-	- %	
Total G & A Expenditures	\$ 60,307	\$ 626,574	65%	\$ 961,960	\$ 86,441	586,173	98%	\$ 597,233
31300 · Gain on Sale of Asset		(51,337)		\$ -				
700 · Capital Expenditures	500	34,951	12%	300,000		103,036	56%	185,000
Transfer to Public Safety Fund	102,219	903,042	58%	1,559,640	89,875	852,686	94%	905,274
Transfer to Capital Projects Fund		-	- %	-		1,130,583	98%	1,152,507
Total Capital Expenditures	\$ 102,719	\$ 886,656	48%	\$ 1,859,640	\$ 89,875	\$ 2,086,305	93%	\$ 2,242,781
Total Expenditures	\$ 203,937	\$ 1,927,198	59%	\$ 3,260,500	\$ 205,252	\$ 3,015,960	95%	\$ 3,187,655
Surplus (Deficit)	\$ (28,422)	\$ 762,801		\$ -	\$ 42,070	\$ 1,014,088	145%	\$ 700,390

City of McLendon Chisholm
Utility Fund Financial Summary
For the eleven months ended August 31, 2023

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	August 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022- 2023 Adopted Budget	August 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
306 · Interest Income	\$ 4,243	\$ 36,927	1477%	\$ 2,500	\$ 1,404	\$ 4,088	122%	\$ 3,358
Sewer Utility Revenue								
32200 · Sewer Usage Fees	56,338	\$ 589,736	95%	623,832	57,897	510,714	91%	560,820
32201 · Sewer Tap Fees	12,000	147,000	30%	486,000	36,000	501,000	93%	537,000
32204 · Sewer Deposit Refunds	(514)	(2,882)	76%	(3,800)	(2,764)	(6,513)	159%	(4,088)
Total Revenue	\$ 72,067	\$ 770,782	70%	\$ 1,108,532	\$ 92,538	\$1,009,290	92%	\$ 1,097,090
Expenditures								
Operation & Maintenance Expenditures								
Sewer Operation & Maintenance								
41304 · O&M Agreement	4,699	\$ 49,339	91%	\$ 54,000	4,414	\$ 46,192	92%	\$ 50,125
41305 · O&M Maintenance	23,335	68,533	137%	\$ 50,100	1,677	40,074	81%	\$ 49,275
41308 · Electricity	8	95	86%	110	9	99	0%	108
41310 · Sewer Treatment	38,597	412,151	89%	463,160	31,164	322,047	81%	399,275
41311 · Infiltration Contingency	-					3,175		
41312 · Tap Fee Developer Rebate	7,200	88,200	30%	291,600	21,600	300,600	93%	322,200
Total Operations Expenditures	\$ 73,838	\$ 618,318	72%	\$ 858,970	\$ 58,864	\$ 712,187	87%	\$ 820,983
600 · General & Administrative Exp	\$ 1,395	\$ 15,345	92%	\$ 16,700	\$ 1,274	\$ 14,288	92%	\$ 15,563
Total Expenditures	75,233	\$ 633,663	72%	\$ 875,670	60,138	\$ 726,475	87%	\$ 836,546
Surplus (Deficit)	(3,166)	\$ 137,119		\$ 232,862	32,400	\$ 282,815	0%	\$ 260,544

City of McLendon Chisholm
Debt Service Fund
For the eleven months ended August 31, 2023

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	August 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	August 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
Ad Valorem Tax								
317 - Ad Valorem Tax	\$ 1,978	156,990	116%	\$ 135,579	\$ 200	\$ 122,002	100%	\$ 121,800
306 - Investment Income	705	6,232	- %	-	(328)	\$ 272	45%	600
Transfer from Excess Bond Proceeds		-	- %	-		\$ -	- %	-
Transfer from Fund Balance		-	- %	8,586		-	- %	28,163
Total Revenue and Transfers In	\$ 2,683	\$ 163,222	113%	\$ 144,165	\$ (128)	\$ 122,274	81%	\$ 150,563
Expenditures								
628 - Bank Fees Expense	\$ 750	\$ 2,600		\$ 1,100	\$ 750	\$ 2,600	236%	\$ 1,100
660 - Bond Interest Expense	4,380	48,180	100%	\$ 48,065	4,539	\$ 49,929	92%	\$ 54,463
803 - Bond Premium Amortization		-				\$ -		
Transfer To Bond Principal		95,000	- %	95,000		\$ 95,000	100%	95,000
Total Expenditures and Transfers Out	\$ 5,130	\$ 145,780	101%	\$ 144,165	\$ 5,289	\$ 147,529	98%	\$ 150,563
Surplus (Deficit)	\$ (2,447)	\$ 17,441	- %	\$ -	\$ (5,417)	\$ (25,255)	- %	\$ -

City of McLendon Chisholm
Public Safety Fund
For the eleven months ended August 31, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	August 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	August 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
Revenue								
Interest Income								
30600 · Alliance Interest Income	\$ 183	\$ 1,662	219%	\$ 760	\$ 391	\$ 1,203	%	\$ 1,000
30602 · Logic Interest Income	\$ 1,830	16,666						
313 · Donations		500	45%	1,100		1,100	%	1,100
316 · County Contract		127,813	100%	127,500		77,500	100%	77,500
319 · Grants		0	%			0		
Transfer from General Fund	102,219	903,040	58%	1,566,640	89,874	852,684	94%	910,456
Total Revenue	\$ 104,232	\$ 1,049,681	62%	\$ 1,696,000	\$ 90,265	932,487	94%	\$ 990,056
Expenditures								
Operating Expenditures								
43001 · Liability Insurance		\$ 13,284	98%	\$ 13,600		\$ 10,134	100%	\$ 10,140
43002 · Fuel	1,770	15,385	70%	21,900	1,957	19,418	89%	21,900
43003 · Maintenance & Repair - Vehicles	6,347	43,469	87%	50,000	5,338	54,742	131%	41,800
43004 · Maintenance & Repair - Station	1,829	11,319	119%	9,500	2,053	8,892	59%	15,000
43005 · Gear and Supplies	1,098	47,390	135%	35,000	3,193	41,696	99%	42,050
43006 · Compliance	645	7,830	131%	6,000	1,014	6,125	102%	6,000
43007 · Communications	17,837	18,352	105%	17,500	17,539	17,539	102%	17,250
43008 · Dispatch		10,000	100%	10,000		10,000	100%	10,000
43009 · Training	14	6,368	64%	10,000	58	11,747	117%	10,000
43030 · EMS		10,171	156%	6,500		6,311	87%	7,248
Total Operating Expenditures	\$ 29,539	\$ 183,568	102%	\$180,000	\$ 31,150	186,604	103%	\$181,388
Public Safety - Law Enforcement				500,000				
Occupancy Expenditures								
502 · Electricity	\$ 1,073	\$ 9,128	114%	\$ 8,000	\$ 1,084	\$ 6,983	87%	\$ 8,000
506 · Water	294	2,368	79%	3,000	245	3,508	120%	2,930
520 · Telephone & Internet	155	1,705	66%	2,600	155	2,430	97%	2,500
Total Occupancy Expenditures	\$ 1,522	\$ 13,201	97%	\$ 13,600	\$ 1,484	12,921	96%	\$ 13,430

City of McLendon Chisholm
Public Safety Fund
For the eleven months ended August 31, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	August 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	August 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
General & Administrative Exp								
606 · Employee Costs	73,171	\$ 836,988	85%	985,000	57,630	654,587	91%	717,526
61802 · Property Insurance		12,994	96%	13,600		11,592		11,592
619 · Software Subscriptions		2,429	106%	2,300		2,358	102%	2,320
652 · Staff Appreciation		502	33%	1,500		285	36%	800
699 · Miscellaneous Expenses		0	%			1,441	0%	
Total General & Administrative Exp	\$ 73,171	\$ 852,913	85%	\$ 1,002,400	\$ 57,630	670,262	92%	\$ 732,238
700 · Capital Expenditures		0		0		62,700		63,000
Total Expenditures	\$ 104,232	\$ 1,049,681	62%	\$ 1,696,000	\$ 90,265	\$ 932,487		\$ 990,056
Surplus/(Deficit)	\$ 0	\$ -		\$ -	\$ -	\$ -		\$ -

City of McLendon Chisholm
 ARPA Expenditures Fund
 For the eleven months ended August 31, 2023

	Current Period Revenue & Expenditures					Prior Period Revenue & Expenditures			
	August 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget		August 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue									
30602 · Interest Income	\$ 4,146	\$ 36,045							
319.1 · ARPA Grant	\$ 16,839	26,215		\$ -		\$ -	\$ -		
Total Revenue	<u>\$ 20,985</u>	<u>\$ 62,260</u>				<u>\$ -</u>	<u>\$ -</u>		
		-	- %	\$ -		\$ -	\$ -		
41014 · Impact Fee Study		62,260	- %	-			\$ -		-
Total Expenditures	<u>\$ -</u>	<u>\$ 62,260</u>	<u>- %</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>
Surplus/(Deficit)	<u>\$ 20,985</u>	<u>\$ 0</u>	<u>- %</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2023

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
Revenue					
302 Franchise Income					
30204 AT&T			382.83		
30213-1 Community Waste Disposal			691.89		
30216 Atmos Energy			7,898.38		
30221 CEBridge			98.36		
30223 CSC Holdings			1,098.07		
Total 302 Franchise Income	\$ 0.00	\$ 0.00	\$ 10,169.53	\$ 0.00	\$ 0.00
303 Development Income					
30302 Zoning Change			2,600.00		
Total 303 Development Income	\$ 0.00	\$ 0.00	\$ 2,600.00	\$ 0.00	\$ 0.00
304 Building Permit Income					
30401 Contractor Registration Fee Inc			500.00		
30404 Inspection Income			15,031.00		
30405 Building Permit & Plan Review			55,012.11		
30408 Swimming Pool Permits			400.00		
Total 304 Building Permit Income	\$ 0.00	\$ 0.00	\$ 70,943.11	\$ 0.00	\$ 0.00
305 Municipal Court Income			800.00		
306 Interest Income					
30600 Alliance Interest Income			8,171.05	183.42	2,148.30
30602 Logic Interest Income	4,145.85	60.37	11,038.40	1,830.31	2,095.00
30603 Tex Pool Interest Income			90.08		
30607 Wilmington Accrued Int Income		645.33			
Total 306 Interest Income	\$ 4,145.85	\$ 705.70	\$ 19,299.53	\$ 2,013.73	\$ 4,243.30
308 Septic Fees					
30801 OSSF Fee Income			1,500.00		
Total 308 Septic Fees	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ 0.00	\$ 0.00
310 Sales Tax Revenue					
31001 Sales Tax Receipts			80,744.10		
31002 Chp 380 Refunds			-21,730.00		
Total 310 Sales Tax Revenue	\$ 0.00	\$ 0.00	\$ 59,014.10	\$ 0.00	\$ 0.00
313 Donations					
313.2 Veterans Memorial Fundraising C			60.00		

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2023

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
Total 313 Donations	\$ 0.00	\$ 0.00	\$ 60.00	\$ 0.00	\$ 0.00
315 Miscellaneous Income			200.00		
317 Ad Valorem Tax					
31701 Ad Valorem Tax - M&O			1,543.34		
31702 Ad Valorem Tax - Debt Service		337.05			
31703 Ad Valorem Refunds - M&O			0.00		
31705 Ad Valorem Tax - Prior Years		1,061.01	3,472.86		
31706 Ad Valorem Tax - Penalty		151.62	519.99		
31708 Ad Valorem Refunds - Debt Svc		0.00			
31709 Ad Valorem Tax - Interest		428.25	1,121.14		
31710 Ad Valorem Tax - Misc Adj			0.00		
31711 Ad Valorem Business Property			0.00		
Total 317 Ad Valorem Tax	\$ 0.00	\$ 1,977.93	\$ 6,657.33	\$ 0.00	\$ 0.00
319 Grants					
31902 ARPA Grant	16,838.87				
Total 319 Grants	\$ 16,838.87	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
321 Credit Card Fee Revenue			2,739.72		
322 Sewer Utility Revenue					
32200 Sewer Usage Fees					56,338.31
32204 Sewer Deposit Refunds					-514.24
Total 322 Sewer Utility Revenue	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 55,824.07
325 Hotel Occupancy Tax			1,532.44		
Total Income	\$ 20,984.72	\$ 2,683.63	\$ 175,515.76	\$ 2,013.73	\$ 60,067.37
Gross Profit	\$ 20,984.72	\$ 2,683.63	\$ 175,515.76	\$ 2,013.73	\$ 60,067.37
Expenses					
400 Operating Expenditures					
410 Contracted Services					
41003 Building Inspections			21,642.99		
41007 Environmental & Health Inspect			2,080.00		
41008 Animal Control			1,590.42		
Total 410 Contracted Services	\$ 0.00	\$ 0.00	\$ 25,313.41	\$ 0.00	\$ 0.00
411 Vehicles Expenses			8.95		
412 Supplies			120.10		
422 Public Notice Expense			1,369.60		

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2023

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
426 Appraisal District Collection			2,338.73		
429 Street Lights			242.36		
Total 400 Operating Expenditures	\$ 0.00	\$ 0.00	\$ 29,393.15	\$ 0.00	\$ 0.00
413 Sewer Operation & Maintenance					
41304 O&M Agreement					4,698.75
41305 Nonstandard O&M Expense					23,334.78
41308 Electricity					7.88
41310 Sewer Treatment					38,597.00
Total 413 Sewer Operation & Maintenance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 66,638.41
430 Public Safety - Fire Department					
43002 Fuel				1,770.37	
43003 Maintenance & Repair - Vehicles				6,346.82	
43004 Maintenance & Repair - Station				1,829.34	
43005 Gear and Supplies				1,097.61	
43006 Compliance				645.00	
43007 Communications				17,836.70	
43009 Training				14.36	
Total 430 Public Safety - Fire Department	\$ 0.00	\$ 0.00	\$ 0.00	\$ 29,540.20	\$ 0.00
500 Occupancy Expenditures					
502 Electricity			301.75	1,072.71	
506 Water			2,054.24	294.18	
514 Building Maint/Improvements			6,345.99		
516 Lawn Maintenance			1,628.33		
520 Telephone & Internet			1,189.03	154.95	
Total 500 Occupancy Expenditures	\$ 0.00	\$ 0.00	\$ 11,519.34	\$ 1,521.84	\$ 0.00
600 General & Administrative Exp					
603 Citizen Recognition			300.00		
606 Employee Costs					
60601 Staff Salaries			20,209.89	48,364.75	
60602 Paid Time Off			494.76	2,660.20	
60604 Holiday Pay			0.00	4,139.48	
60609 Payroll Tax Expense			1,593.05	4,189.61	
60612 Retirement Plan Contributions			1,617.10	3,530.34	
60613 Health Insurance Expense			2,882.73	9,607.16	

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2023

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
60614 Dental Insurance Expense			184.92	616.40	
60615 Vision Insurance			21.04	63.12	
60619 HRA Rembursements			2,065.00		
60622 Taxable Fringe Benefits			461.52		
Total 606 Employee Costs	\$ 0.00	\$ 0.00	\$ 29,530.01	\$ 73,171.06	\$ 0.00
619 Software Subscriptions			1,549.30		
621 IT Support			1,600.00		
622 Office Supplies - City Hall			247.56		
623 Office Equipment			302.52		
626 Postage-City Hall			633.39		
628 Bank Fees					
62801 Service Charges			297.59		
62803 Wilmington Trust Fees		750.00			
Total 628 Bank Fees	\$ 0.00	\$ 750.00	\$ 297.59	\$ 0.00	\$ 0.00
630 Legal & Professional					
63001 Accounting & Payroll Services			6,600.00		1,395.00
63003 Legal			4,963.00		
63005 City Planner			3,000.00		
63008 Financial Consulting			6,645.00		
Total 630 Legal & Professional	\$ 0.00	\$ 0.00	\$ 21,208.00	\$ 0.00	\$ 1,395.00
647 Council Meetings & Development			31.38		
648 Training					
64802 Council Training			91.23		
Total 648 Training	\$ 0.00	\$ 0.00	\$ 91.23	\$ 0.00	\$ 0.00
650 Expense Account - Mayor			110.90		
652 Staff Appreciation			156.26		
660 Bond Interest Expense		4,380.21			
699 Miscellaneous Expenses			4,250.00		
Total 600 General & Administrative Exp	\$ 0.00	\$ 5,130.21	\$ 60,308.14	\$ 73,171.06	\$ 1,395.00
700 Capital Expenditures					
70001 Road Repairs			500.00		
Total 700 Capital Expenditures	\$ 0.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 0.00
Total Expenses	\$ 0.00	\$ 5,130.21	\$ 101,720.63	\$ 104,233.10	\$ 68,033.41
Net Operating Income	\$ 20,984.72	-\$ 2,446.58	\$ 73,795.13	-\$ 102,219.37	-\$ 7,966.04

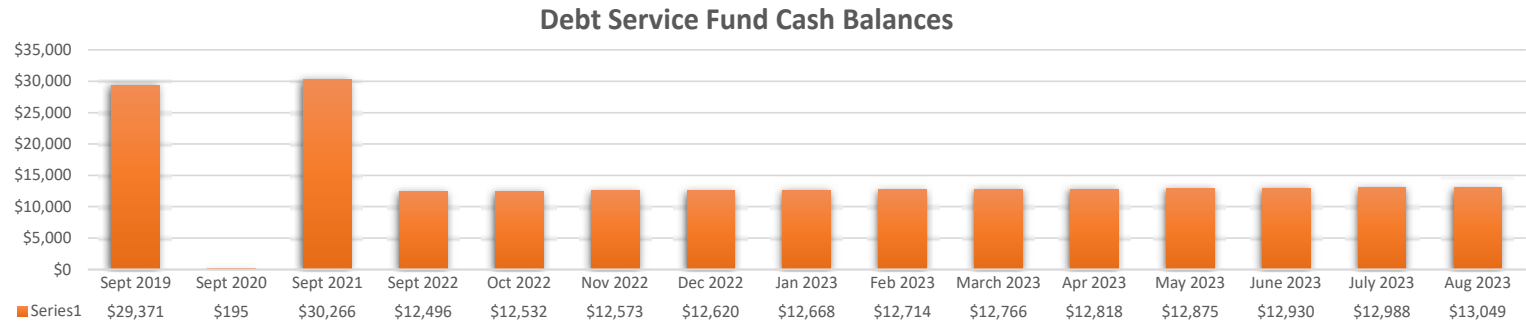
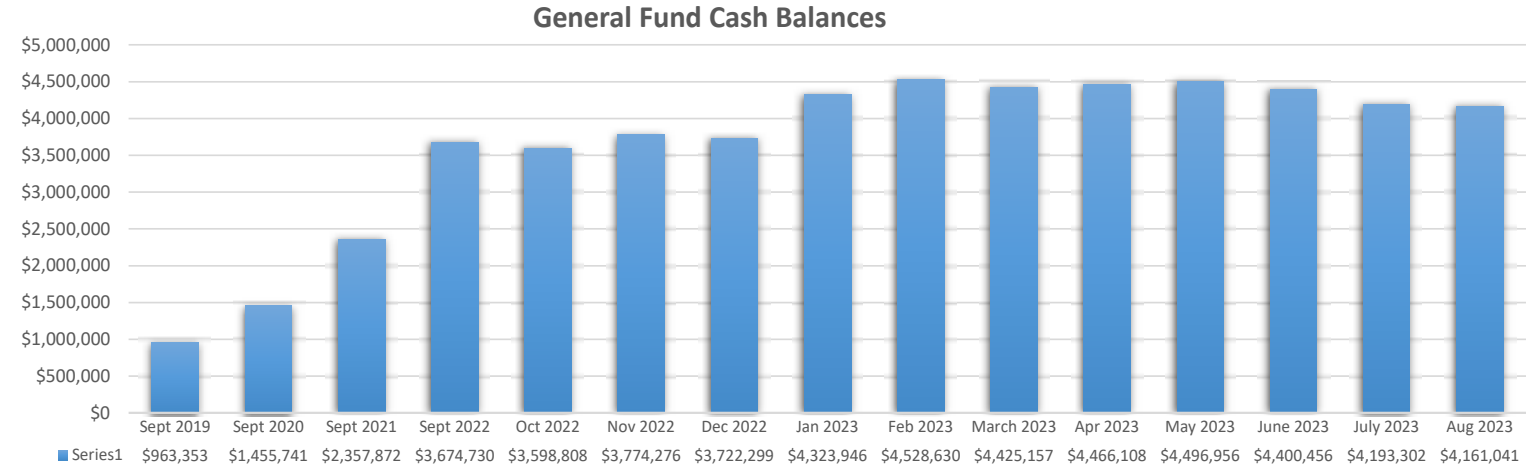
City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of August, 2023

	Debt Service		Public		Utilities	
	ARPA Fund	Fund	General Fund	Safety	Fund	
Other Income						
81001 Sewer Tap Fees						12,000.00
81002 Sewer Tap Fee Rebates						-7,200.00
Total Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,800.00	
Net Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,800.00	
Net Surplus/(Deficit)	\$ 20,984.72	-\$ 2,446.58	\$ 73,795.13	-\$ 102,219.37	-\$ 3,166.04	

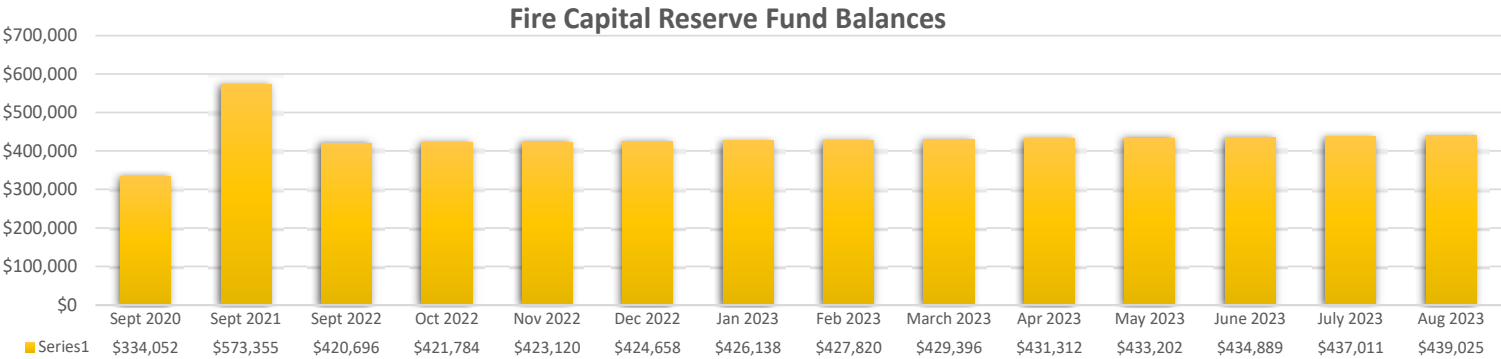
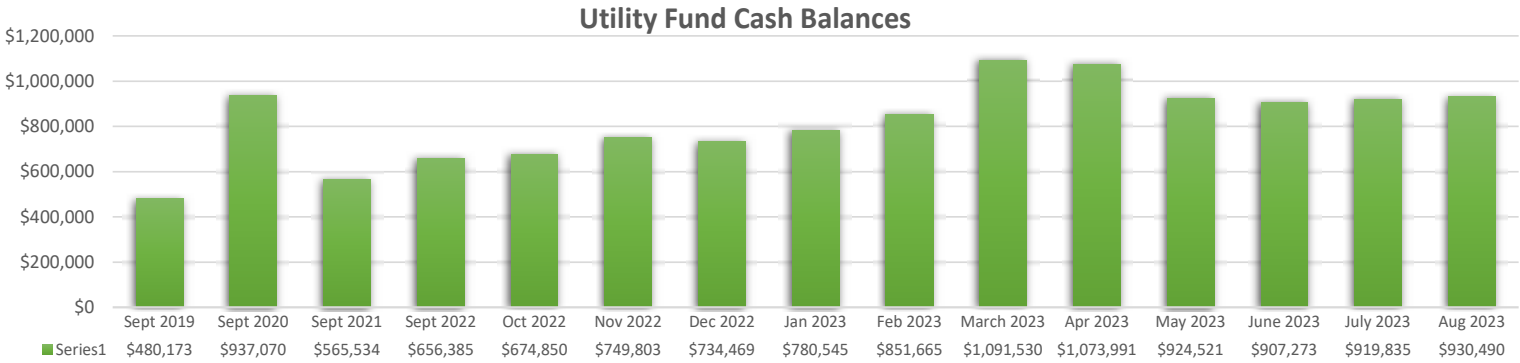
**City of McLendon Chisholm
Cash Account Balances**

Fund	Account	Sept 30,22	Oct 31, 22	Nov 30, 22	Dec 31, 22	Jan 31, 23	Feb 28, 23	Mar 31, 23	Apr 30, 23	May 31, 23	June 30, 23	July 31, 23	Aug 31,23
Debt Service	130 - 9003 Logic I&S Fund	12,496	12,532	12,573	12,620	12,668	12,714	12,766	12,818	12,875	12,930	12,988	13,049
I&S Total		12,496	12,532	12,573	12,620	12,668	12,714	12,766	12,818	12,875	12,930	12,988	13,049
General	100 - 3738 - Alliance Operating	1,468,125	1,386,366	1,554,695	1,494,554	2,087,662	2,284,150	2,171,499	2,203,199	2,224,083	2,117,768	1,900,408	1,857,433
General	103 - Texpool 300001	19,278	19,326	19,383	19,449	19,449	19,586	19,663	19,741	19,825	19,907	19,934	20,084
General	125 - Logic - 9001 General Fund Reserves	304,223	305,028	306,013	307,140	308,327	309,448	310,714	311,990	313,364	314,718	316,134	317,603
General	127 - Logic-9004 Operating	1,883,103	1,888,088	1,894,185	1,901,157	1,908,508	1,915,446	1,923,281	1,931,178	1,939,685	1,948,063	1,956,827	1,965,922
General Total		3,674,729	3,598,808	3,774,276	3,722,299	4,323,946	4,528,630	4,425,157	4,466,108	4,496,956	4,400,456	4,193,302	4,161,041
Utility	106 - 5071 - Alliance Utility Fund	222,597	239,914	313,463	296,523	340,905	410,427	648,487	629,129	477,699	458,521	469,065	477,624
Utility	126 - Logic - 9002 Utility Fund	433,788	434,936	436,341	437,947	439,640	441,238	443,043	444,862	446,822	448,752	450,771	452,866
Utility Total		656,385	674,850	749,803	734,469	780,545	851,665	1,091,530	1,073,991	924,521	907,273	919,835	930,490
Fire Capital Reserve	102 - 634 Alliance Construction	41,715	41,800	41,909	42,044	42,044	42,329	42,329	42,656	42,834	42,834	43,193	43,376
Fire Capital Reserve	128 - 9005 Logic Fire Dept Reserve	378,981	379,984	381,211	382,614	384,094	385,490	387,067	388,656	390,368	392,055	393,818	395,649
Reserves Total	128 - 9005 Logic Fire Dept Reserve	420,696	421,784	423,120	424,658	426,138	427,820	429,396	431,312	433,202	434,889	437,011	439,025
ARPA Fund	131 - Logic 9007 ARPA Fund	860,152	861,293	863,495	866,673	870,024	873,187	876,759	880,359	884,237	888,056	892,052	896,197
ARPA Fund Total		860,152	861,293	863,495	866,673	870,024	873,187	876,759	880,359	884,237	888,056	892,052	896,197
Total		5,624,458	5,569,267	5,823,268	5,760,719	6,413,321	6,694,015	6,835,608	6,864,588	6,751,791	6,643,603	6,455,189	6,439,803

City of McLendon Chisholm
Cash Balance Report
As of August 31, 2023



City of McLendon Chisholm
Cash Balance Report
As of August 31, 2023



Alarm Date between 2023-08-01 and 2023-08-31

Total Calls by District

District	2023-08-01	Total
County District	23	23
County Mutual Aid	3	3
City Limit District	28	28
Total	54	54

Incident Date between 2023-08-01 and 2023-08-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
8/1/2023	2023-00000331	0000336	321	EMS call, excluding vehicle accident with injury	County District	1
8/1/2023	2023-00000332	0000338	611	Dispatched & canceled en route	County Mutual Aid	1
8/1/2023	2023-00000333	0000337	324	Motor vehicle accident with no injuries.	City Limit District	1
8/2/2023	2023-00000334	0000339	324	Motor vehicle accident with no injuries.	County District	1
8/3/2023	2023-00000335	0000341	324	Motor vehicle accident with no injuries.	County District	1
8/4/2023	2023-00000337	0000342	311	Medical assist, assist EMS crew	County District	1
8/4/2023	2023-00000338	0000343	311	Medical assist, assist EMS crew	County District	1
8/6/2023	2023-00000339	0000345	321	EMS call, excluding vehicle accident with injury	County District	1
8/6/2023	2023-00000340	0000344	321	EMS call, excluding vehicle accident with injury	County District	1
8/7/2023	2023-00000341	0000346	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/9/2023	2023-00000342	0000347	324	Motor vehicle accident with no injuries.	City Limit District	1
8/10/2023	2023-00000343	0000351	321	EMS call, excluding vehicle accident with injury	County District	1
8/11/2023	2023-00000344	0000350	324	Motor vehicle accident with no injuries.	County District	1
8/11/2023	2023-00000345	0000349	151	Outside rubbish, trash or waste fire	County Mutual Aid	1
8/11/2023	2023-00000346	0000348	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/12/2023	2023-00000347	0000354	321	EMS call, excluding vehicle accident with injury	County District	1
8/13/2023	2023-00000348	0000352	142	Brush or brush-and-grass mixture fire	City Limit District	1
8/13/2023	2023-00000349	0000353	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/14/2023	2023-00000350	0000355	321	EMS call, excluding vehicle accident with injury	County District	1
8/14/2023	2023-00000351	0000356	321	EMS call, excluding vehicle accident with injury	County District	1
8/14/2023	2023-00000352	0000357	311	Medical assist, assist EMS crew	County District	1
8/16/2023	2023-00000353	0000361	143	Grass fire	County District	1

8/16/2023	2023-00000354	0000360	611	Dispatched & canceled en route	City Limit District	1
8/17/2023	2023-00000355	0000358	321	EMS call, excluding vehicle accident with injury	County District	1
8/17/2023	2023-00000356	0000359	324	Motor vehicle accident with no injuries.	County District	1
8/18/2023	2023-00000357	0000362	743	Smoke detector activation, no fire - unintentional	City Limit District	1
8/18/2023	2023-00000358	0000363	743	Smoke detector activation, no fire - unintentional	City Limit District	1
8/19/2023	2023-00000359	0000364	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/19/2023	2023-00000360	0000365	743	Smoke detector activation, no fire - unintentional	City Limit District	1
8/20/2023	2023-00000361	0000366	611	Dispatched & canceled en route	City Limit District	1
8/22/2023	2023-00000362	0000367	322	Motor vehicle accident with injuries	City Limit District	1
8/22/2023	2023-00000363	0000368	324	Motor vehicle accident with no injuries.	County District	1
8/22/2023	2023-00000364	0000370	324	Motor vehicle accident with no injuries.	City Limit District	1
8/22/2023	2023-00000365	0000372	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/22/2023	2023-00000366	0000371	743	Smoke detector activation, no fire - unintentional	City Limit District	1
8/23/2023	2023-00000367	0000374	324	Motor vehicle accident with no injuries.	City Limit District	1
8/23/2023	2023-00000368	0000373	311	Medical assist, assist EMS crew	City Limit District	1
8/24/2023	2023-00000369	0000375	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/24/2023	2023-00000370	0000378	611	Dispatched & canceled en route	City Limit District	1
8/24/2023	2023-00000371	0000379	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/24/2023	2023-00000372	0000380	151	Outside rubbish, trash or waste fire	City Limit District	1
8/25/2023	2023-00000373	0000377	321	EMS call, excluding vehicle accident with injury	County District	1
8/25/2023	2023-00000374	0000376	321	EMS call, excluding vehicle accident with injury	City Limit District	1
8/26/2023	2023-00000375	0000382	324	Motor vehicle accident with no injuries.	City Limit District	1
8/27/2023	2023-00000376	0000381	322	Motor vehicle accident with injuries	City Limit District	1
8/28/2023	2023-00000377	0000383	324	Motor vehicle accident with no injuries.	County District	1
8/28/2023	2023-00000378	0000384	311	Medical assist, assist EMS crew	County District	1

8/29/2023	2023-00000379	0000385	324	Motor vehicle accident with no injuries.	County District	1
8/29/2023	2023-00000380	0000386	611	Dispatched & canceled en route	County Mutual Aid	1
8/30/2023	2023-00000381	0000390	311	Medical assist, assist EMS crew	County District	1
8/30/2023	2023-00000382	0000391	321	EMS call, excluding vehicle accident with injury	County District	1
8/30/2023	2023-00000383	0000392	745	Alarm system activation, no fire - unintentional	City Limit District	1
8/30/2023	2023-00000384	0000393	611	Dispatched & canceled en route	City Limit District	1
8/30/2023	2023-00000385	0000394	611	Dispatched & canceled en route	City Limit District	1
8/31/2023	2023-00000386	0000395	324	Motor vehicle accident with no injuries.	City Limit District	1
8/31/2023	2023-00000387	0000396	321	EMS call, excluding vehicle accident with injury	County District	1
8/31/2023	2023-00000388	0000397	324	Motor vehicle accident with no injuries.	County District	1



1255 West 15th Street, Suite 900
Plano, TX 75075
888-644-6489
www.burgess-inc.com

Municipal Monthly Report

Burgess has completed the following services for the City of McLendon-Chisholm for the month of August 2023.

Municipal Plan Reviews - 40

Municipal Permits Issued - 22

Total Inspections - 338

- Passed - 196
- Failed - 142

Thank you,

Melissa Dennis

Municipal Services Manager

A handwritten signature in black ink, appearing to read "Melissa D".

MUNICIPAL SERVICES

Location	Notes	Code
Aug 31, 2023 4:42 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Aug 30, 2023 8:44 AM 428 edwards	we received another complaint concerning these animal and we advised them the direction they needed to take for assistance.	Animal Control
Aug 28, 2023 4:31 PM 428 edwards	we received another call from a different resident and i advised them we do not have authority at this location they need to call rockwall county	Animal Control
Aug 25, 2023 3:58 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Aug 24, 2023 9:50 AM 428 edwards	we received a call from a resident of mclendon-chisholm concerning two dogs in this area standing in the roadway and causing traffic issues. i advised the caller we do not have jurisdiction at this location that they will need to contact rockwall county	Animal Control
Aug 17, 2023 4:34 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Aug 14, 2023 9:40 AM 102 paddock	we picked up a contained dog at this address	Animal Control
Aug 7, 2023 9:36 AM 120 state hwy 205	report of a loose dog in the area 1211we were unable to locate	Animal Control

Location	Notes	Code
Aug 7, 2023 9:36 AM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Aug 1, 2023 2:31 PM 1371 w fm 550	Patrolled city focusing on stray animals.	Animal Control

Mark Woodruff

Year: 2023

	AUG												TOTAL
Builder Const-Time Violation	2												2
Total Violations	141												141
Total Inspections	142												142
Total Reinspections	146												146
Extensions Granted	0												0
Voluntary Compliance	140												140
Notification Letters (NOVs)	4												4
Door-tags (DTs)	136												136
Total Complaints	6												6
Valid Complaints	5	0	0	0	0	0	0	0	0	0	0	0	5
Invalid Complaints	1												1
City Abatements (CWOs)	1												1
Substandard Structures	0												0
Citations Issued	1												1
Municipal Court Cases	0												0
Transferred to Other Dept.	3												3

Mark Woodruff - Citations

Month	Citation #	Property Address	Citation Issued To	Reset Court Date	Reset to Trial	Full Fine	Reduced Fine	Fine Amount	FTA
8.17.2023	23-229	2080 FM 1139	JAMES M. LUGO						
	00101								
	00102								
	00103								
	00104								
	00105								
	00106								
	00107								
	00108								
	00109								
	00110								

Mark Woodruff - Problem Properties/ MISC.

Property Address	Property Owner	Occupant	Vacant? Yes or No	Case Type	Date of Last Action
1918 Sicilia	ROW _ City of McLendon-C	N/A	N/A	Street Sign Poles	8.01.23
Connie and Smith Road	McLendon-Chisholm Roads	N/A	N/A	Road Maintenance	8.01.23
1980 Connie Lane	Guy Hargrave	Same	N/A	Road Erosion	8.02.23
Klutts Dr & S. Smith Road	McLendon-Chisholm Roads	N/A	N/A	Site Obstruction	8.07.23
1525 Vista Court	Sarah A. Bittner	N/A (Vacant Lot)	N/A	High Grass	8.07.23
Edwards Road	McLendon-Chisholm Roads	N/A	N/A	Road Maintenance	8.08.23
Greenbelt Area near Frediano	Sonoma Verde HOA	N/A (open field)	N/A	Illegal Dumping	8.08.23
1660 Salvatore Lane	Castlerock Home Builder	New Construction Site	N/A	Trash & Debris	8.10.23
1631 Vista Ct.	Norma and Hugo Gonzalez	(New Construction - Home)	N/A	Trash & Debris	8.14.23
2080 FM 1139	James M. Lugo	N/A	Yes	High Grass	8.17.23
1557 Ripasso Way	Perry Homes	New Property Owners (Anon)	No	Water leak	8.17.23
FM 550, RCAD 11395	Willow Creek 360 LP	N/A	N/A	Downed Tree	8.21.23
1626 Ripasso Way	Perry Homes	N/A	Yes	High GRass	8.28.23
Highway 205 (RCAD 11399)	Willow Creek 360 LP	N/A	N/A	High Grass	8.29.23
Edwards Road	McLendon-Chisholm Roads	N/A	N/A	Road Maintenance	8.29.23

Comments
HOA Complaint: street sign pole broke off/tripping hazard. I removed the pole and this task is completed.
Large pothole; repaired and used 300 lbs. of Rock Asphalt Patch to completed the job. Task completed.
Roadway Culvert Eroding away, vehicle safety hazard. Referred to City Engineer (Dub) for assessment. TBD
Vehicles unable to see oncoming traffic; Sent to Rockwall Road & Bridge for Interlocal Agreement Bid.
Citation Issued for high grass and weeds. Citation No # 23-218 issued for non-compliance.
Large-deep pothole; repaired and used 50 lbs. of Rock Asphalt Patch to complete the job. Task completed.
Mattress and Loose Trash; Community Manager (Kristi Adair) will have this violation corrected. Monitor
Trash-bin overflowing > non-construction items; Sent complaint to builder and they have it scheduled now
HOA Complaint: I researched phone # for property owner; Allowing until 8-18 to have property cleaned.
High Grass- repeat violation; citation 23-229 issued to the property owner for a repeat violation in 2023.
Major Water Leak Reported by Infomark Rep. Irrigation system is OFF and leak will be repaired today.
Downed tree in easement. Melanie Crosby had the crew remove the downed tree and dispose of same. Done!
High Grass on Vacant Lot:emailed builder and copied Building Inspector on this violation.
100' Buffer behind all homes on Stamped Run; Called property owner and sent notice of violation letter.
Pothole in need of repair. Project completed.

Report Time: 09/06/2023 09:57:34
Incident Number:
From Date: 08/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 08/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Police Call Type	Fire Call Type	EMS Call Type	Location
8/31/2023 11:38	Meet Complainant			211 TUCKER RD, MCLENDON CHISHOLM
8/31/2023 4:42	Neighborhood Check			0 MIRAVISTA BLVD BLK, MCLENDON CHISHOLM
8/30/2023 20:04	Neighborhood Check			1184 VIA TOSCANA LN, MCLENDON CHISHOLM
8/30/2023 19:55	Traffic Stop			790 E FM 550, MCLENDON CHISHOLM
8/30/2023 11:12	Alarm	Alarm Residential Fire		1831 NAVARRE WAY, MCLENDON CHISHOLM
8/29/2023 20:59	Civil Matter			618 STAMPEDE RUN, MCLENDON CHISHOLM
8/29/2023 14:30	Fraud			721 KENSINGTON DR, MCLENDON CHISHOLM
8/29/2023 8:20	Animal Complaint			N SH 205 / PULLEN RD, MCLENDON CHISHOLM
8/28/2023 5:22	Extra Patrol			203 HARVEST RIDGE DR, MCLENDON CHISHOLM
8/28/2023 5:13	Extra Patrol			0 WINDSOR DR BLK, MCLENDON CHISHOLM
8/27/2023 23:25	Extra Patrol			1388 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/27/2023 22:29	Extra Patrol			2 FIRESIDE DR, MCLENDON CHISHOLM
8/27/2023 8:27	Alarm			1655 VISTA CT, MCLENDON CHISHOLM
8/27/2023 4:40	Extra Patrol			1100 VIA TOSCANA LN BLK, MCLENDON CHISHOLM
8/26/2023 12:11	Accident Major	Accident Major	Accident Major	STATE HIGHWAY 205 / OASIS TENNIS CLUB, MCLENDON CHISHOLM
8/26/2023 1:09	Traffic Stop			VIA TOSCANA LN / AREZZO LN, MCLENDON CHISHOLM
8/25/2023 23:54	Business Check			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/25/2023 21:06	Suspicious Person/Vehicle			15 FIRESIDE DR, MCLENDON CHISHOLM
8/25/2023 12:01	Medical Call	Medical Call	Medical Call	107 HARVEST RIDGE CV, MCLENDON CHISHOLM
8/25/2023 2:45	Traffic Stop			1300 BLK S H 205, MCLENDON CHISHOLM
8/25/2023 2:23	Neighborhood Check			1116 VIA TOSCANA LN, MCLENDON CHISHOLM
8/24/2023 20:48	Suspicious Activity			1400 CORRARA DR, MCLENDON CHISHOLM
8/24/2023 20:22	Fire Structure	Fire Structure	Fire Structure	1831 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/24/2023 19:17	Business Check			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/24/2023 18:09	Investigation			1117 NEWKIRK CT, MCLENDON CHISHOLM
8/24/2023 18:01	Fraud			1207 ARTESIA LN, MCLENDON CHISHOLM
8/24/2023 16:13	Accident Major	Accident Major	Accident Major	E FM 550 / HACKBERRY CREEK RD, MCLENDON CHISHOLM
8/24/2023 13:34	Alarm			1281 LIVORNO DR, MCLENDON CHISHOLM
8/24/2023 12:02		Medical Call	Medical Call	1448 VIA TOSCANA LN, MCLENDON CHISHOLM
8/23/2023 18:10	Reckless Driver			S STATE HIGHWAY 205 / VIA TOSCANA LN, MCLENDON CHISHOLM
8/23/2023 17:54		Medical Call	Medical Call	10 WINTER HAWK DR, MCLENDON CHISHOLM

Report Time: 09/06/2023 09:57:34
Incident Number:
From Date: 08/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 08/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Police Call Type	Fire Call Type	EMS Call Type	Location
8/23/2023 14:40	Reckless Driver			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
8/23/2023 14:01	Traffic Stop			E FM 550 / FM 1139, MCLENDON CHISHOLM
8/23/2023 13:08	Abandoned Vehicle			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
8/23/2023 9:19	Accident Minor	Accident Minor		W FM 550 / S SMITH RD, MCLENDON CHISHOLM
8/23/2023 5:13	Extra Patrol			1507 FM 1139, MCLENDON CHISHOLM
8/23/2023 4:53	Extra Patrol			201 HARVEST RIDGE DR, MCLENDON CHISHOLM
8/23/2023 4:40	Extra Patrol			2856 FM 1139, MCLENDON CHISHOLM
8/23/2023 3:01	Extra Patrol			1211 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/23/2023 2:46	Traffic Stop			N SH 205 / PULLEN RD, MCLENDON CHISHOLM
8/23/2023 0:23	Extra Patrol			2 FIRESIDE DR, MCLENDON CHISHOLM
8/22/2023 15:04		Alarm Residential Fire		1600 FIRENZA CT, MCLENDON CHISHOLM
8/22/2023 13:58		Medical Call		5 DANCING WATERS LN, MCLENDON CHISHOLM
8/22/2023 8:39	Accident Minor	Accident Minor		AMARONE LN / SALVATORE LN, MCLENDON CHISHOLM
8/22/2023 5:28	Extra Patrol			951 KENTWOOD DR, MCLENDON CHISHOLM
8/22/2023 5:20	Extra Patrol			203 HARVEST RIDGE DR, MCLENDON CHISHOLM
8/22/2023 2:32	Extra Patrol			2 FIRESIDE DR, MCLENDON CHISHOLM
8/21/2023 18:26	Harassment/Threat			2096 FM 1139, MCLENDON CHISHOLM
8/21/2023 9:31	Follow Up			688 KENTWOOD DR, MCLENDON CHISHOLM
8/20/2023 1:19	Shots Fired			931 KENTWOOD DR, MCLENDON CHISHOLM
8/19/2023 20:53	Traffic Stop			N STATE HIGHWAY 205 / PULLEN RD, MCLENDON CHISHOLM
8/19/2023 15:32	Alarm			1655 VISTA CT, MCLENDON CHISHOLM
8/19/2023 13:26		Alarm Residential Fire		1730 SALVATORE LN, MCLENDON CHISHOLM
8/19/2023 10:00		Medical Call	Medical Call	3079 W FM 550, MCLENDON CHISHOLM
8/18/2023 14:13	Meet Complainant			1848 NAVARRE WAY, MCLENDON CHISHOLM
8/18/2023 13:23		Alarm Residential Fire		1730 SALVATORE LN, MCLENDON CHISHOLM
8/18/2023 11:02	Assist Other Agency			2431 ROCHELL RD, MCLENDON CHISHOLM
8/18/2023 10:20		Alarm Residential Fire		1730 SALVATORE LN, MCLENDON CHISHOLM
8/18/2023 4:02	Neighborhood Check			706 KENSINGTON DR, MCLENDON CHISHOLM
8/18/2023 3:42	Neighborhood Check			1020 KINGSBRIDGE LN, MCLENDON CHISHOLM
8/18/2023 0:12	Neighborhood Check			1100 VIA TOSCANA LN BLK, MCLENDON CHISHOLM
8/17/2023 18:13	Alarm			1655 VISTA CT, MCLENDON CHISHOLM

Report Time: 09/06/2023 09:57:34
Incident Number:
From Date: 08/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 08/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Police Call Type	Fire Call Type	EMS Call Type	Location
8/17/2023 13:10	Assault		Disturbance Family	109 FAIRFIELD DR, MCLENDON CHISHOLM
8/17/2023 10:11	Assault			1237 WALES DR, MCLENDON CHISHOLM
8/16/2023 16:26		Alarm Residential Fire		1050 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/15/2023 9:36	Civil Process			261 QUAIL CREEK RD, MCLENDON CHISHOLM
8/14/2023 18:53	Reckless Driver			S SH 205 / KLUTTS RD, MCLENDON CHISHOLM
8/14/2023 15:03	Civil Process			261 QUAIL CREEK RD, MCLENDON CHISHOLM
8/14/2023 14:31	CPS Referral			1530 SALVATORE LN, MCLENDON CHISHOLM
8/14/2023 5:26		Medical Call	Medical Call	2300 DOWELL RD, MCLENDON CHISHOLM
8/13/2023 14:43		Alarm Medical	Alarm Medical	18 FIRESIDE DR, MCLENDON CHISHOLM
8/13/2023 13:06		Fire Grass		S SMITH RD / W FM 550, MCLENDON CHISHOLM
8/13/2023 11:54	Alarm			1655 VISTA CT, MCLENDON CHISHOLM
8/13/2023 5:02	Neighborhood Check			2 FIRESIDE DR, MCLENDON CHISHOLM
8/12/2023 12:53	Traffic Stop			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
8/12/2023 12:44	Extra Patrol			1345 W FM 550, MCLENDON CHISHOLM
8/12/2023 4:43	Business Check			107 N STATE HIGHWAY 205, MCLENDON CHISHOLM
8/12/2023 3:51	Theft			1730 SALVATORE LN, MCLENDON CHISHOLM
8/11/2023 19:59		Medical Call	Medical Call	120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
8/11/2023 19:22	Welfare Check			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
8/11/2023 3:56	Business Check			1371 W FM 550, MCLENDON CHISHOLM
8/11/2023 3:47	Traffic Stop			S STATE HIGHWAY 205 / VIA TOSCANA LN, MCLENDON CHISHOLM
8/10/2023 23:57	Alarm			616 STAMPEDE RUN, MCLENDON CHISHOLM
8/10/2023 19:50	Motorist Assist			701 KENSINGTON DR, MCLENDON CHISHOLM
8/10/2023 10:54	Suspicious Person/Vehicle			1284 SOMERSET LN, MCLENDON CHISHOLM
8/10/2023 4:07	Business Check			1211 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/9/2023 17:13	Alarm			1371 W FM 550, MCLENDON CHISHOLM
8/9/2023 16:27	Suspicious Activity			114 WINDSOR DR, MCLENDON CHISHOLM
8/9/2023 14:23	Welfare Check			1442 SIENA LN, MCLENDON CHISHOLM
8/9/2023 13:07	Alarm			1114 ALVINGTON CT, MCLENDON CHISHOLM
8/9/2023 11:17	Alarm			617 STAMPEDE RUN, MCLENDON CHISHOLM
8/9/2023 6:36	Accident Minor	Accident Minor		S SH 205 / LEAGUE RD, MCLENDON CHISHOLM
8/9/2023 4:28	Business Check			383 S STATE HIGHWAY 205, MCLENDON CHISHOLM

Report Time: 09/06/2023 09:57:34
Incident Number:
From Date: 08/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 08/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Police Call Type	Fire Call Type	EMS Call Type	Location
8/9/2023 4:04	Neighborhood Check			0 MIRAVISTA BLVD BLK, MCLENDON CHISHOLM
8/8/2023 23:35	Alarm			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
8/7/2023 21:19	Disturbance			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
8/7/2023 14:08	Accident Minor	Accident Major		120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
8/7/2023 11:57		Medical Call		521 BRIAR GLEN LN, MCLENDON CHISHOLM
8/7/2023 3:28	Traffic Stop			E FM 550 / FM 1139, MCLENDON CHISHOLM
8/7/2023 0:19	Disturbance	Alarm Residential Fire		1912 FREDIANO LN, MCLENDON CHISHOLM
8/6/2023 12:48		Medical Call	Medical Call	941 FRONTIER TRL, MCLENDON CHISHOLM
8/5/2023 22:26	Reckless Driver			S SH 205 / KLUTTS RD, MCLENDON CHISHOLM
8/5/2023 21:30	Neighborhood Check			1222 LUCCA CT, MCLENDON CHISHOLM
8/5/2023 20:46	Welfare Check			1484 SIENA LN, MCLENDON CHISHOLM
8/5/2023 13:59	Alarm			1810 MOSCATEL LN, MCLENDON CHISHOLM
8/5/2023 4:51	Traffic Stop			S STATE HIGHWAY 205 / LEAGUE RD, MCLENDON CHISHOLM
8/5/2023 4:43	Neighborhood Check			16 FIRESIDE DR, MCLENDON CHISHOLM
8/5/2023 4:33	Traffic Stop			E FM 550 / N SH 205, MCLENDON CHISHOLM
8/5/2023 1:48	Suspicious Person/Vehicle			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/5/2023 1:47	Business Check			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/5/2023 0:51	Neighborhood Check			1114 VIA TOSCANA LN, MCLENDON CHISHOLM
8/4/2023 21:59	Animal Loose Livestock			FM 1139 / SPRINGS WAY, MCLENDON CHISHOLM
8/3/2023 14:45	Neighborhood Check			112 PULLEN RD, MCLENDON CHISHOLM
8/3/2023 4:16	Neighborhood Check			1118 VIA TOSCANA LN, MCLENDON CHISHOLM
8/3/2023 3:43	Neighborhood Check			1371 W FM 550, MCLENDON CHISHOLM
8/3/2023 1:39	Business Check			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/2/2023 18:30	Theft			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM
8/2/2023 15:46	Fraud			1380 E FM 550, MCLENDON CHISHOLM
8/2/2023 12:06	Civil Process			171 KLUTTS RD, MCLENDON CHISHOLM
8/1/2023 5:02	Traffic Stop			N SH 205 / BRIAR GLEN LN, MCLENDON CHISHOLM
8/1/2023 4:40	Traffic Stop			VIA TOSCANA LN / S SH 205, MCLENDON CHISHOLM

**CITY OF MCLENDON-CHISHOLM
ORDINANCE NO. 2023-10**

**AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS
AMENDING ORDINANCE 2023-09 BY AMENDING SECTIONS 3 AND 4
TO INCLUDE DIVISION OF THE APPROVED TAX RATE INTO ITS
COMPONENTS FOR MAINTENANCE AND OPERATION AND DEBTY
SERVICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A
REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, after holding all public hearings and properly noticing each hearing under State law, on September 12, 2023, the City Council adopted Ordinance No. 2023-09 which established the proposed tax rate for the City; and

WHEREAS, the County Appraisal District which collects the ad valorem tax levied on the City is seeking a breakdown from the City of the division of said proposed tax into its components of maintenance and operations and debt service; and

WHEREAS, to effectively serve the citizens and accommodate the County Appraisal District, the City CoTaxuncil has determined it is proper and right to amend Ordnance No. 2023-09, Sections 3 and 4, to include a division of the tax rate into its components for maintenance and operations and debt service.

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

SECTION 1. That Ordinance 2023-09, Sections 3 and 4 are to be amended and will read as follows:

“...

SECTION 3. That \$0.083754 per \$100 of said taxes, shall be for the maintenance and operations of the City of McLendon-Chisholm, Texas.

SECTION 4. That \$0.12824 per \$100 of said taxes, shall be for the purpose of paying interest and principal on the Certificates of Obligation debt for the City of McLendon-Chisholm, Texas.

...”

DULY ADOPTED by the City Council of the City of McLendon-Chisholm, Texas on the 26th day of September 2023.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary



City of McLendon-Chisholm

Staff Report

Date: September 26, 2023

Agenda Item: Consent Agenda: Surplus Property Disposal – office equipment (chairs) and Christmas Tree and Decorations.

Fiscal Impact: N/A

Background: The city has some old Christmas decorations including a 12-foot Christmas tree. This tree and decorations have already been replaced by newer Christmas items. The chairs and equipment have achieved their useful life are old and most are in disrepair.

SANS a current policy on surplus property disposal, city staff is bringing to the city council various items for disposal. Most cities have a Surplus Property Disposal Policy. The policy usually suggests that city-owned items that have a current value of over \$500 must receive City Council approval prior to disposal by bid. Items with a lesser value may be thrown away in a dumpster.

The abovementioned items will be combined and put out to competitive bidding. If no bids are received, the items may be donated and/or thrown in a city dumpster.

Motion: Included in the Consent Agenda

Staff Representative: Konrad Hildebrandt, City Administrator



City of McLendon-Chisholm

Staff Report

Date: September 26, 2023

Agenda Item: Consent Agenda: Annual Contract renewal for the Rockwall County and City of McLendon Chisolm, Texas Fire Agreement.

Fiscal Impact: N/A (Value of contract is \$127, 813)

Background: The actual renewal contract has absolutely NO CHANGES from the prior year's contract other than the date changes. This is a [housekeeping](#) item that has previously (prior years) been approved by the City Council. This renewal contract has already been approved by the Rockwall County Commission.

Motion: Included in the Consent Agenda

Staff Representative: Konrad Hildebrandt, City Administrator

STATE OF TEXAS §
COUNTY OF ROCKWALL §
CITY OF MCLENDON CHISHOLM §

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into by and between the County of Rockwall, Texas, hereinafter referred to as "County" and the City of McLendon-Chisholm, Texas, hereinafter referred to as "City" or "McLendon-Chisholm".

WITNESSETH:

WHEREAS, pursuant to §352.001(b)(3) of the Texas Local Government Code, a county is authorized to execute interlocal agreements with any city, town or village within such county to provide fire protection services to the citizens of any such county residing outside the corporate limits of any city, town or village; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City is authorized to execute interlocal agreements with a county to provide governmental services and functions such as fire protection; and

WHEREAS, the City is the owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fires; and

WHEREAS, the County desires to obtain such services for its citizens residing in unincorporated areas of the County, and the City is willing to provide such services as hereinafter set forth and provided.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. That the recitals set forth above are true and correct and incorporated herein.

Section 2. Definitions. The following words shall have the following meanings when used in this Agreement:

- a) "Call" means each response by McLendon-Chisholm Fire Rescue to rescues, auto accidents, actual fire, false alarms, fires to be found extinguished on arrival of the unit or units, potential fire situations or emergencies.
- b) "Chief Administrative Officer" means the Mayor or City Administrator of the City.
- c) "District" means the area within the boundaries of Rockwall County, Texas, for

INTERLOCAL AGREEMENT FOR FIRE PROTECTION
SERVICES – CITY OF MCLENDON-CHISHOLM

PAGE 1 OF 5

which the City of McLendon-Chisholm Fire Rescue has permanent responsibility for first alarm response to fires in such district.

- d) "Employed" means a firefighter who is a volunteer firefighter.
- e) "Fire Chief" means the Fire Chief or volunteer firefighter of McLendon-Chisholm Fire Rescue or his duly authorized designees.
- f) "Firefighter" means a firefighter of the City or a firefighter with McLendon-Chisholm Fire Rescue.
- g) "Requesting Party" means the entity requesting fire protection assistance from the City for fire services for residents of the County, but not living within any city's incorporated limit.

Section 3. The parties hereto hereby agree that the City will provide fire equipment and services to points in the County which are outside the corporate limits of any city in the County, but inside the boundary limits known as First Alarm County District for the City. Areas outside such boundary shall be known as the Second Alarm County District for the City, and a closer fire department shall be notified for first response.

Section 4. In consideration of such service, the County will pay to the City the sum of One Hundred Twenty-Seven Thousand Eight Hundred and Thirteen (\$127,813.00) dollars for calls outside the corporate limits of any city in the County subject to annual funding approval by the Rockwall County Commissioner's Court during the regular budget process. Said payment shall be made on an annual basis upon written request from the City to the Rockwall County Auditor and will be payable within thirty (30) days after receipt of such, by the Auditor's Office.

Section 5. County hereby gives and grants to the City full and complete authority to operate its fire fighting vehicles on and over public roads, highways, and other thoroughfares of the County and other public places.

Section 6. City shall, at its own cost and expense, purchase and keep in force at all times insurance for the minimum amount of liability under the Texas Tort Claims Act. City agrees to provide copies of such policy or policies of insurance and/or other evidence satisfactory to the County Auditor of Rockwall County, Texas.

Section 7. The Fire Chief shall be the sole judge of the amount and type of equipment and number of personnel dispatched to calls made pursuant to this Agreement. Said Fire Chief, or his designee, shall be in charge of the firefighting techniques used in response to any calls.

For each call made pursuant to this Agreement, the Fire Chief shall prepare a report showing the date, location, and description of the call. True copies of such reports shall be on file with the Fire Chief and available for review by the County Auditor or Commissioners Court of the County.

Section 8. City hereby agrees to render services to other Fire Districts within the County if backup emergency assistance is requested. The City's fire fighters shall report to the Requesting Party's Officer In Control at the location to which they have been assigned, and shall be under the command of the Requesting Party's Fire Chief and will be released when their services are no longer required.

Calls for assistance may be aborted only by (1) another Fire Department at the scene; (2) an officer of the Sheriff's Department at the scene; (3) a State Department of Public Safety Officer at the scene; (4) the responding department's Fire Chief or designee; (5) or Dispatch.

Section 9. While any fire fighter, regularly employed as such by the City, is in the service of the Requesting Party, such fire fighter shall be a fire fighter of the Requesting Party and be under the command of the Requesting Party's Chief, with all the powers of a regular fire fighter of the Requesting Party, as fully as if such fire fighter were within the territorial limits of the governmental entity where such fire fighter is regularly employed. A fire fighter's qualifications for employment by the governmental entity by which he or she is regularly employed shall constitute such fire fighter's qualifications for such position within the territorial limits of the Requesting Party, and no other oath, bond or compensation need be made.

Section 10. Each party to this Agreement expressly waives the right to recovery from the other party for reimbursement of wages, disability, pension payments, damages to equipment and clothing, medical expenses, travel, food and lodging expenses.

Section 11. Any fire fighter or other person who is assigned, designated or ordered by the Fire Chief of the party which regularly employs such, to perform duties pursuant to this Agreement, shall receive the same wages, salary, pension, compensation and all other rights for such service, including injury benefits, death benefits, and worker's compensation benefits, as if the service had been rendered within the territorial limits of the party where such fire fighter is regularly employed. Moreover, all wage and disability payments, including worker's compensation benefits, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food and lodging, shall be paid by the party which regularly employs such person in the same manner as if the service had been rendered within the territorial limits of the party where such fire fighter is regularly employed.

Section 12. In the event that any person performing firefighting services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, such fire fighter shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of such person's duties as a member of the department where and in the jurisdiction of the party where such person is regularly employed.

Section 13. Each party to this Agreement expressly waives all claims against the other party for compensation arising from loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Section 14. Third party claims against parties hereto shall be governed by the Texas Tort Claims Act or other appropriate statutes, charters and ordinances of the parties.

Section 15. It is expressly understood and agreed that by executing this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it, against claims arising in the exercise of governmental powers and functions.

Section 16. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 17. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. Venue shall be in Rockwall County, Texas.

Section 18. If 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 or illegality shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not render the entire Agreement invalid.

Section 19. This Agreement constitutes the entire Agreement and understanding between parties. Any modification, change or amendment to this Agreement shall be in writing and approved by both parties.

Section 20. This Agreement shall become effective as of October 1, 2023 and shall continue through September 30, 2024.

[Signature Page to Follow.]



**CITY COUNCIL MEETING
CITY OF MCLENDON-CHISHOLM, TEXAS
MEETING MINUTES
SEPTEMBER 12, 2023**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, September 12, 2023, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Keith Short	Mayor
	Adrienne Balkum	Mayor Pro Tem
	Jennifer Hoffman	Council Member
	Bryan McNeal	Council Member
	Daniel Tucker	Council Member
ABSENT:	Floyd McLendon, Jr.	Council Member
Staff Present:	Konrad Hildebrandt	City Administrator
	Shelly Green	City Secretary
	Jim Simmons	Fire Chief
	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

Council Member Hoffman delivered the invocation and Council Member Tucker 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 effect and are to be observed throughout the meeting.

4. PROCLAMATION

4.1. Daughters of the American Revolution Celebrate Constitution Week September 17-23, 2023, DAR Constitution Week Proclamation

Mayor Short presented the DAR Constitution Week Proclamation to Mindi Lovell. Ms. Lovell represents the Daughters of the American Revolution.

5. CITIZEN COMMENTS

Tony Crawford, 104 Lavender Pl, McLendon-Chisholm. Thank you for the opportunity to address you tonight.

We continue to see water issues affecting our City. Solutions are being sought, which by human nature are causing division amongst our citizens, as well as, in this governing body.

As a citizen who is relying on this Council to make decisions regarding our health, safety and wellbeing, I have a few thoughts on what we are faced with. I also can make these observations due to my being a part of the Water Committee for the City of McLendon Chisholm.

1. One, We are faced with a few more years of water issues. This could have been avoided if the RCH Boards request for McLendon Chisholm to take over water operations was addressed and completed a year ago. Instead, it appears the RCH board is pushing a private company to be the provider of our water. This company has issues of their own regarding providing service. Just read the online reviews. At the most, this company cannot be a direct customer of the North Texas Municipal Water District. I can only think that this is being pushed on us for profit reasons. Promises of customers being able to share in the profits are being made. That in of itself is questionable.
2. Two, The current RCH board has been in power for too many years and failing at every turn to lead in the growth of RCH. They have also failed at maintaining a safe and viable water utility. No regular testing, inoperable fire hydrants and audits not being provided to us, the customers. Meeting laws and rules were not followed. We will vote to approve or deny having Aqua as a provider of our water. If the membership votes no, then it has been stated by the RCH Board President that Plan B will be to keep the current board in place. The same board that has failed us at every turn.
3. Three, The unwillingness of the RCH board to work with the City of McLendon-Chisholm has delayed our ability to resolve this issue. Selling to a profit company that answers to a board of directors in Brynn Marh Pennsylvania is not a solution.
4. Four, An audit was provided at the September 5, 2023, RCH Board Meeting. This really wasn't an audit because it appears the RCH Board failed in its Fiduciary responsibilities when they did not secure financial records from H2O services when they quit serving RCH.
5. Five, The only viable and common-sense solutions to our water issues are being provided by the City of McLendon-Chisholm. A plan is in place and work is being done.
6. Six, Having responsibility for a utility will assist in allowing the city to have more control of our growth. The comprehensive plan is EVERYTHING to making McLendon-Chisholm a unique and livable community.

On May 24th of this year, a motion was put forth and approved by this council that Mayor Pro Tem Balkum, Mr. Hildebrandt and the Mayor would be the official contacts regarding our water

issues. Please get on board and honor that. Read the material. If you have questions or concerns, ask one of them or one of us on the water committee.

A lot of memes are being quoted on social media regarding leadership. I've been lead and I've led. The one thing I've learned is the leader is most respected when they get in the trenches and do the work alongside those they are leading. Don't think for one second that it's a good idea to use the current water issue for re-election. I've talked to plenty of citizens who know who is doing the work, and they also know which ones are being road bumps to a solution.

We need to resolve this, and we need to resolve it now. I have been honored to be a part of the most common-sense solution and that is for the City to have control and responsibility for the RCH system. I am asking the City Council to look at the facts and resolve to work with what the City and the Water Committee is advocating. Stop wasting our valuable time.

Thank you!

Bev Stibbens, 279 Partridge Dr., Rockwall. I am here to speak on Item 8.1. which is the Ridge Pointe Estates subdivision. I'm not here to speak for or against, although I would like to thank the developer for coming forward with nothing smaller than a one-acre lot that matches the comp plan. Larger lots would have been nice, but they at least went with the minimum. I am here to caution you on water. I know in the past, if a developer got a will serve letter from the water provider, it was okay to go. You know the situation we're in this city. Mr. Crawford spoke to it very well. I would caution you highly on the number of meters Highpoint is allowed to issue and what these 83 may do to that going forward with everything else that is on their plate. Thank you.

Michael Olscher, 14893 S. FM 548, Rockwall. I'm here again to talk about the Lake Point project. I've talked with several of you on it before. My concerns are for the ground water control over that project. I went down and spent some time going over the numbers and out of that 2.7 acres, 1.8 of that acre is concrete or metal so all the water runs straight off. There is no absorption and it all comes down to my land. On the original plan which I approve, I voted yes on earlier. I thought it was a good plan. The detention pond was at the lower elevation of 514. The top of the retaining wall was at 519. It's a five-foot detention wall that holds back water. What they're building now out there is a detention starting at the top of the extension wall is at 514 which is the bottom of the original plan. So now they're going down, digging down so they'll have enough acreage to hold back the water once it starts flowing. That's why I have concerns over this although drainage now is pointing toward my lot whereas before Dub had everything flowing into the detention pond and have control outflow. Now it's just kind of flowing all my way with, in my opinion, the detention pond will not be adequate. So I do have these concerns and that's why I'm here and that's why I was asking for the plans or the numbers or the criteria sheets that would explain and outline exactly what was going to happen. Dub had his submitted years ago that looked like a good plan to me. Another reason I'm up here is that I went down to the county and asked for their plans on the on-site sewer facility and that's pretty pathetic.

Citizen Comments closed at 6:46 p.m.

6. CONSENT AGENDA

6.1. Consider approval of the Minutes of the August 22, 2023, City Council Meeting

MOTION: APPROVE THE MINUTES OF THE AUGUST 22, 2023, CITY COUNCIL MEETING AS PRESENTED

MADE BY: Council Member Balkum

SECONDED BY: Council Member Tucker

APPROVAL: Unanimous – Council Member McNeal was not present at this meeting and did not vote

7. PUBLIC HEARINGS

7.1.A public hearing to consider an application requesting approval of a zoning district change from the AG Agriculture Zoning District that provides for a lot size of two and one-half acres to a Planned Development District [Ridge Pointe Estates] for the development of a residential subdivision containing a 99.544-acre tract of land [Rockwall CAD PID #10767] for the development of 83 single-family residential lots with a minimum lot size of one-acre of land. The property is located generally across FM 550 from the McLendon-Chisholm City Hall, 1371 West FM 550, McLendon-Chisholm, Texas. The public hearing will be held at McLendon-Chisholm City Hall, 1371 West FM 550, McLendon-Chisholm, Texas 75032.

Mayor Short opened the public hearing at 6:48 p.m.

Todd Winters, representing the owners of the project. We've submitted engineering plans, site plans, everything through the city.

Beverly Stibbens, 279 Partridge Dr., Rockwall. Addressed the subdivision having straight streets with square blocks, no character, nothing to enhance the Heritage Center of the comp plan.

Nancy Jones, 47 Fireside Dr. Discussed traffic and how more development will make it worse.

Mayor Short closed this public hearing at 6:59.

7.2.A public hearing to receive comments regarding levying ad valorem taxes for the tax year 2023 at a rate of \$0.096578 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of McLendon-Chisholm as of January 1, 2024, the same tax rate having a maintenance and operations component and a debt service component.

No comments were heard and Mayor Short closed the public hearing at 6:59 p.m.

8. ITEMS FOR CONSIDERTION AND ACTION

- 8.1. Consideration and action regarding approval of a zoning district change from the AG Agriculture Zoning District that provides for lot size of two and one-half acres to a Planned Development District [Ridge Pointe Estates] for the development of a residential subdivision containing a 99.544-acre tract of land [Rockwall CAD PID #10767] for the development of 83 single-family lots with a minimum lot size of one-acre of land. The property is located generally across FM 550 from the McLendon-Chisholm City Hall.

City Administrator presented this item. Planning & Zoning recommended approval of the zone change.

APPLICANT: Ricardo Dol, PE
Petitt-ECD
1600 N. Collins Boulevard
Suite 3300
Richardson, Texas 75080

PROPERTY OWNER: Terrel 178 Partners, LLC
PO Box 818
Terrell, Texas 75160

REPRESENTATIVE: Ricardo Dol

LOCATION: 99.544 acres of land located generally across FM 550 from McLendon-Chisholm City Hall
1371 West FM 550 [McLendon-Chisholm City Hall] McLendon-Chisholm, Texas.
Rockwall CAD Property ID #10767.

PLANNING AND ZONING COMMISSION MEETING DATE: August 15, 2023

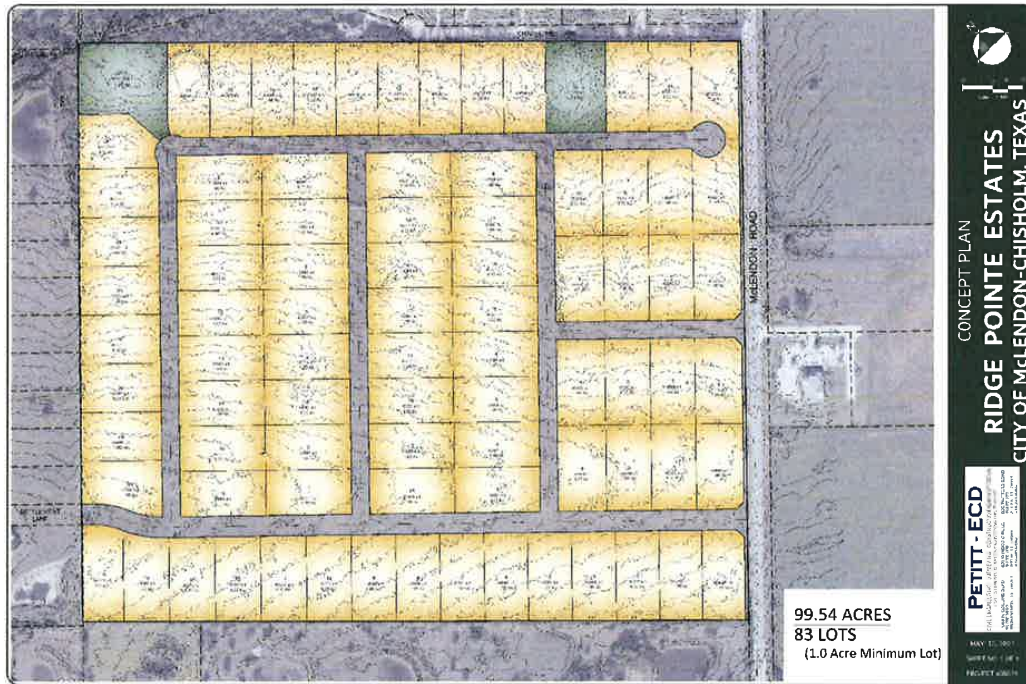
REQUEST:

The applicant is requesting approval of a zoning district change from the AG Agriculture Zoning District that provides for lot sizes of two and one-half acres to a planned development district [Ridge Pointe Estates] for the development of 83 single-family lots each with a minimum lot size of one-acre of land.

STAFF RECOMMENDATION: Approval. This application conforms to the Comprehensive Plan.

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Concept Plan for Ridge Pointe Estates Planned Development District



Proposed development standards

EXHIBIT B

RIDGE POINTE ESTATES SUBDIVISION

PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS

For Approximately 99.54 Acres

City of McLendon-Chisholm, Rockwall County, Texas

1. Purpose and Intent

This Planned Development District provide for the development standards for a planned subdivision containing 83 single-family residential lots with a minimum lot size of one acre of land and two community owned common area lots. This development is approximately 99.54 acres of land generally located near intersection of McLendon Rd (FM 550) and Chapel Hill Ln.

2. Special Provisions

This Exhibit includes the PD Development Standards and the Concept Plan both of which are included and made a part of the ordinance adoption the Planned Development District.

a. Minor Amendments to the PD, including minor amendments to an approved Concept Plan or Development Plan, shall satisfy the following standards:

- i. **Does not increase density;**
- ii. **Does not change the maximum structure height, reduce setbacks or parking requirements, or reduce the size of any residential lots.**

Requests to amend the PD or the Concept or Development Plans that fail to satisfy the standards of i. ii. Above shall be considered as a change in zoning and shall be required to satisfy the requirements of an original request for a change in zoning.

b. Minor amendments amendment to the PDD including approved Concept or Development plans may be approved by the Mayor and the City Administrator No action is required by the Planning and Zoning Commission or the City Council.

c. Requests for minor amendments shall be made in writing and shall justify the reason or reasons for the requested amendment.

3. Development Plan

Prior Development of any portion of this planned development district, the City Council shall consider a development plan upon recommendation from the Planning and Zoning Commission. Any development plan shall conform to the Concept Plan that has been approved and made a part of this ordinance.

This development may be constructed in phases. However, if constructed in phases, each phase shall have a development plan reviewed and recommended by the Planning and Zoning Commission and reviewed and approved by the City Council prior to any construction in that phase.

4. Development Standards

Lot layout shall conform to the Concept Plan that has been adopted and is part of this ordinance.

- a. This is a single-family zoned district.
- b. Permitted uses. In this zoning district, no building or land shall be used, and no building shall be constructed, reconstructed, altered or enlarged, unless otherwise permitted in accordance with section 3-1. Use of land and buildings of the City of McLendon-Chisholm Zoning Ordinance as shown for the SF 1.5 Residential District.
- c. Area requirements. Minimum residential lot size one acre.
- d. Setbacks.
 - Front yard – 50 feet
 - Side yard – 10 feet
 - Back yard – 20 feet

Front yard setbacks shall be consistent for the entire block face. Side yard setbacks shall be consistent for the entire block face.

e. Lot width. Minimum lot width is 135 feet.

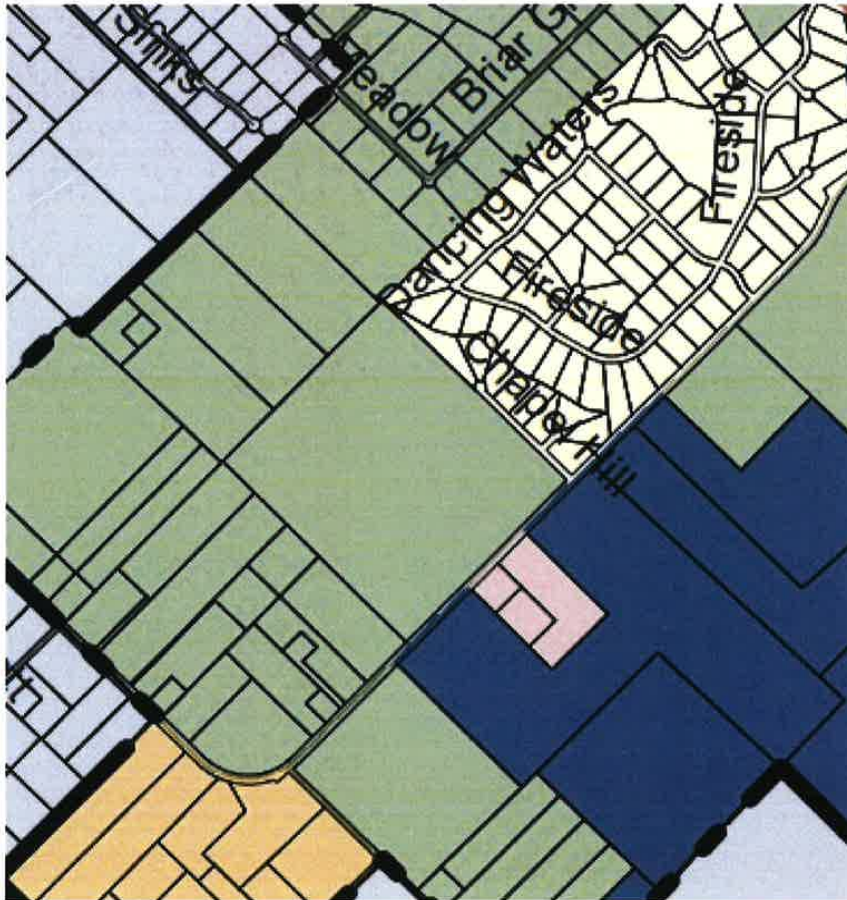
For lots fronting on a cul-de-sac or eyebrow, the minimum lot width shall be measured at the front setback line. Corner lots may have the 15-foot side yard adjacent to the side street.

- f. Lot depth: 215 feet
- g. Minimum Dwelling size: 2,300 square feet
- h. Lot coverage: 20 percent
- i. Maximum Height: 36 feet
- j. Off-street parking: Shall conform to section 6-7, Off-street parking and loading requirements of the McLendon-Chisholm Zoning Ordinance.
- k. Accessory structures: Shall conform to the requirements of section 6-3 of the McLendon-Chisholm Zoning Ordinance.

Concept Plan

BACKGROUND INFORMATION:

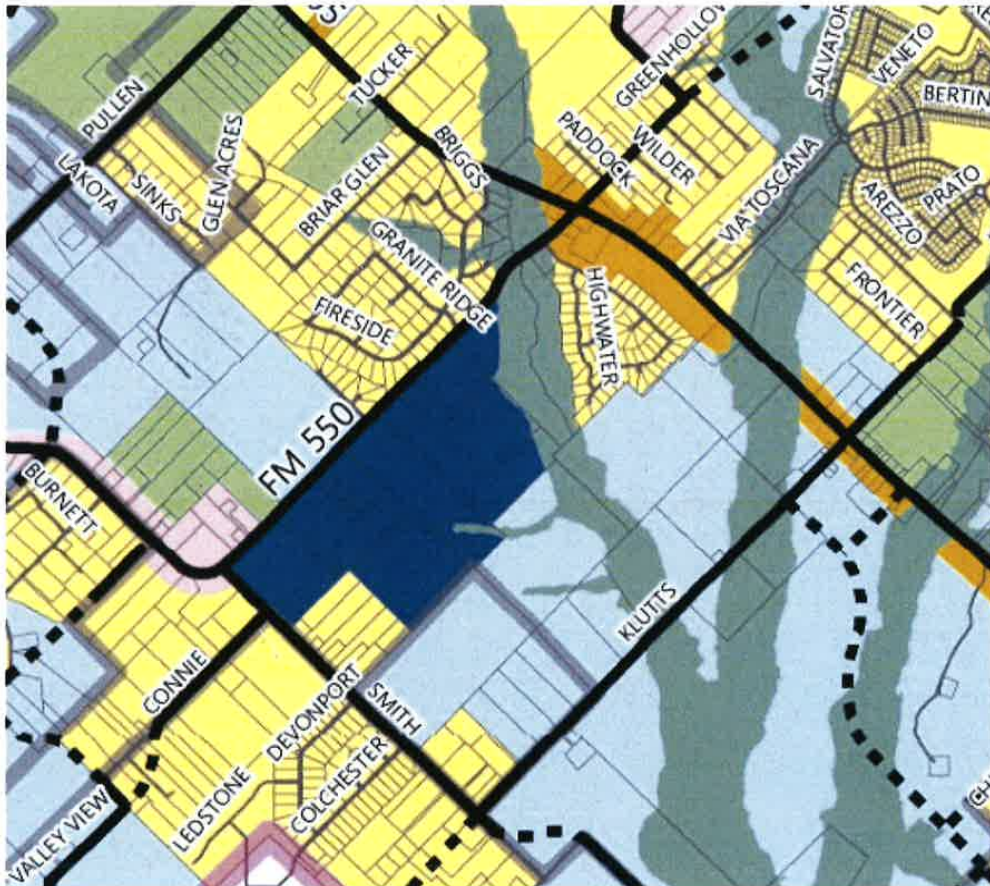
Current Zoning Map



This property backs up to the Heritage Subdivision that has access from Pullen Road. The Concept Plan for this new planned development district has a potential roadway connection to the Heritage Subdivision at Settlement Lane. Heritage Subdivision is currently having homes constructed.

9

Future Land Use Plan Map



The Future Land Use Plan shows the area fronting on FM 550 to be “Master Planned Community”. The Comprehensive Plan describes a Master Planned Community as follows:

This Future Land Use Designation is for areas anticipated to develop as planned developments or master planned communities of varying sizes, types, and uses.

Anticipated Land Uses:

- Conservation development with primarily single-family residential uses with one or more neighborhood centers for gathering space, parks, and/or low-intensity commercial uses;
- Some limited areas of mixed-use development (combinations of residential, office, restaurant/retail, entertainment, and/or arts/culture) with a rural/country feel; and/or
- Farming or agrihood-type uses.

Desired Development Characteristics:

- Minimum lot size of one acre for residential uses, exclusive of floodplains and rights-of-way. Drainage areas and waterways should be within HOA-maintained common areas and not included on individual lots where applicable.
- Minimum 150-foot lot width for residential uses;
- Preserved open space integrated into the neighborhood, including use of floodplains and existing greenbelts to create attractive common areas that showcase a rural feel;
- Where commercial uses are included, at least 90 percent of gross land area per development should be residential and/or green space/floodplain/park;
- Peaceful and quiet design that portrays a retreat from urban life through various elements, such as water features, calm colors, sophisticated architecture, and luxurious “off spots” for informal sitting and dining;
- Development that Diversifies the Tax Base and provides areas for people to enjoy Grassroots Community Events or entertainment where the noise or activity can be appropriately distanced from residential uses;
- Shaded, lighted, and landscaped trail system to connect destinations and neighborhoods.
- One story typical with two stories maximum.

This property is located across FM 550 from City Hall and the City Fire Station.

NOTE: The minimum lot size for a residential lot with on-site sanitary sewer facilities is one-acre of land within the City of McLendon-Chisholm.

Thoroughfares/streets:

FM 550 is shown on the McLendon-Chisholm Thoroughfare Plan to be an existing principal arterial adjacent to the applicant’s property. A principal arterial is proposed to be a four-lane divided thoroughfare with 100 to 150 feet of right of way. Adjacent to the subject property FM 550 is a two-lane undivided thoroughfare with 60 feet of right of way. At the time of platting, it is the City’s policy to acquire one half of the deficit right of way from the applicant. The City has been acquiring additional right of way along FM 550 to widen the right of way from 60 feet to 100 feet. That usually means a dedication of 20 additional feet of right of way adjacent to the applicant’s property.

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FIELD NOTE DESCRIPTION

Being a 99.544 acre tract of land situated in the LESTER EASTERWOOD SURVEY, ABSTRACT No. 79, Rockwall County, Texas, being all of a called 99.544 tract of land described in deed to Terrell 176 Partners LLC, recorded in Volume 2021, Page 25176, Official Public Records of Rockwall County, Texas (OPRRCT) and being more particularly described as follows:

Beginning at 1/2-inch iron rod found for the south corner of said 99.544 acre tract, also being the east corner of a called 15.95 acre tract of land described in deed to Callie Sue and Zachary Steven Hamilton recorded in Instrument Number 20190000014746 (OPRRCT);

THENCE North 45°12'32" West, with the common line of said 99.544 acre tract, said Hamilton tract, a distance of 1054.27 feet to a 3/4-inch iron pipe found for corner;

THENCE North 44°59'42" West with the common line of said 99.544 acre tract, and said Hamilton tract, passing at 388.31 feet a 1/2-inch iron rod with cap stamped "RSCI RPLS 5034" found for the north corner of said Hamilton tract and the east corner of a called 17.059 acre tract of land described in deed to Liechty Ranch, LLC, recorded in Instrument Number 20210000005014, (OPRRCT), continuing with the common line of said 99.544 acre tract and said Liechty Ranch Tract, a total distance of 776.35 to a 3/8-inch iron rod found for the north corner of said Leitchy Ranch Tract, and the east corner of a tract of land described in deed to Fred and Vivian Kay McCurley, recorded in Instrument Number 20040000297696 (OPRRCT);

THENCE North 44°59'25" West, with the common line of said 99.544 acre tract, and said McCurley tract, a distance of 387.11 feet to a 1/2-inch iron rod found for the west corner of said 99.544 acre tract, from which an axle found bears South 45°41'30" West a distance of 15.35 feet, said 1/2-inch corner also being the north corner of McCurley tract and being the south corner of a called 73.896 acre tract of land described in deed to Oak National Development LLC, recorded in Instrument Number 20210000011007 (OPRRCT);

THENCE North 44°24'28" East, with the common line of said 99.544 acre tract and said Oak National tract, a distance of 1281.54 feet to a 1/2-inch iron rod with cap stamped "O'Neal 6570" found for corner;

THENCE North 44°39'27" East, continuing with said common line of a distance of 655.35 feet to a 1/2-inch iron rod with cap stamped "O'Neal 6570" found for the south corner of a called 24.617 acre tract of land described in deed to Prairie Hill LLC recorded in Instrument Number 20210000029472, (OPRRCT);

THENCE North 45°38'24" East, with the common line of said 99.544 acre tract, and said Prairie Hill tract, a distance of 19.62 feet to a 1/2-inch iron rod found for the north corner of said 99.544 acre tract, and the west corner of Chisholm Crossing Phase II, an addition to the City of McClendon-Chisholm, Rockwall County, Texas according to the Final Plat thereof recorded in Cabinet G, Page 91, Plat Records of Rockwall County, Texas (PRRCT);

South 45°08'19" East, with the common line of said 99.544 acre tract and said Chisholm Crossing, a distance of 2208.41 feet to a 5/8-inch iron rod with cap marked "PETITT-ECD 6134" set in the north right-of-way line of Farm to Market Road 550, from which a 1/2-inch iron rod found bears South 08°34'13" West a distance of 8.16 feet;

THENCE South 45°08'19" West, with the common line of said 99.544 acre tract and the northern right-of-way line of Farm to Market Road 550, a distance of 1958.24 feet to the POINT OF BEGINNING, containing 99.544 acres of land, more or less.

RIDGE POINTE ESTATES

**83 RESIDENTIAL LOTS
2 NON-RESIDENTIAL LOTS
BEING A 99.544 ACRE TRACT OF LAND
IN LESTER EASTERWOOD SURVEY
ABSTRACT NO. 79
CITY OF McLENDON-CHISHOLM
ROCKWALL COUNTY, TEXAS**

PETITT - ECD

CIVIL ENGINEERING SURVEYING CONSTRUCTION ADMINISTRATION
TBEPLS FIRM REGISTRATION
ENGINEERING FIRM #001145 - SURVEYING FIRM #10194792

1600 N. COLLINS BLVD
SUITE 3300
RICHARDSON, TX 75080
214.221.8955
DATE: MAY 2023

201 WINDCO CIRCLE
SUITE 100
WYUJE, TX 75098
972.941.8400
SCALE: NA

E:\NO PROJ\PL Projects\08829-00\PRELIM\0882900 Prelim Plat.dwg
May 24, 2023 - 10:36am

No motion was received and no action was taken.

- 8.2. Consideration and action regarding approving and adopting a budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said year for the maintenance and operation of the various departments and for various activities and improvements of the City.

City Administrator Hildebrandt presented this item and gave his final talking points.

**CITY OF MCLENDON-CHISHOLM
ORDINANCE NO. 2023-08**

**AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS
APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024;
PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL
BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING
AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE
GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR
THE MAINTENANCE AND OPERATION OF THE VARIOUS
DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND
IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING
CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING
AN EFFECTIVE DATE.**

**MOTION: APPROVE ORDINANCE 2023-089 ADOPTING THE BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND
ENDING SEPTEMBER 30, 2024; PROVIDING THAT
EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN
ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND
SETTING ASIDE THE NECESSARY FUNDS OUT OF THE
GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR
FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS
DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND
IMPROVEMENTS OF THE CITY**

MADE BY: Mayor Pro Tem Balkum

SECONDED BY: Council Member Tucker

APPROVAL BY ROLL VOTE:	Council Member McNeal	AYE
	Mayor Pro Tem Balkum	AYE
	Council Member Hoffman	AYE
	Council Member Tucker	AYE
	Council Member McLendon	ABSENT

- 8.3. Consideration and action regarding levying ad valorem taxes for the tax year 2023 at a rate of \$0.096578 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of McLendon-Chisholm as of January 1, 2024, the said tax rate having a maintenance and operation component and a debt service component.

**CITY OF MCLENDON-CHISHOLM
ORDINANCE NO. 2023-09**

**AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS
LEVYING AD VALOREM TAXES FOR THE TAX YEAR 2023 AT A RATE
OF \$0.096578 PER ONE HUNDRED DOLLARS (\$100) ASSESSED
VALUATION ON ALL TAXABLE PROPERTY WITHIN THE
CORPORATE LIMITS OF THE CITY OF MCLENDON-CHISHOLM AS
OF JANUARY 1, 2024, THE SAID TAX RATE HAVING A MAINTENANCE
AND OPERATIONS COMPONENT AND A DEBT SERVICE
COMPONENT; PROVIDING FOR DUE AND DELINQUENT DATES
TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A
SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

**MOTION: APPROVE ORDINANCE NO. 2023-09 APPROVING LEVYING AD
VALOREM TAXES FOR THE TAX YEAR 2023 AT A RATE OF \$0.096578
PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL
TAXABLE PROPRTY WITHIN THE CORPORATE LIMITS OF THE
CITY OF MCLENDON-CHISHOLM AS OF JANUARY 1, 2024, THE SAID
TAX RATE HAVING A MAINTENANCE AND OPERATIONS
COMPONENT AND A DEBT SERVICE COMPONENT.**

MADE BY: Mayor Pro Tem Balkum

SECONDED BY: Council Member Tucker

APPROVAL BY ROLL CALL VOTE:	Council Member McNeal	AYE
	Mayor Pro Tem Balkum	AYE
	Council Member Hoffman	AYE
	Council Member Tucker	AYE
	Council Member McLendon	ABSENT

8.4. River Rock Trails

City Administrator Hildebrandt presented his staff report on this item.

Agenda Item: Petition for acceptance by resolution for property annexation into River Rocks Trails MUD #2 (all petition property is included in the McLendon Chisholm Extra Territorial Jurisdiction (ETJ)).

Background: Enclosed please find a new petition for the whole tract that River Rock Trails Development (DR Horton) needs the City Council's consent to annex into River Rock Trails MUD No. 2. Recall that the consent resolution previously passed by the City Council did not include all the

property that is in the City's ETJ, since River Rock Trails Development (DR Horton) was not aware of the ETJ expansion until after the fact.

Presenter: Mr. Konrad Hildebrandt, City Administrator – Josh Bethke, Attorney, Coats/Rose (Dr. Horton); Jeff Miles, Miles Development (Dr. Horton)

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS CONSENTING TO THE ADDITION OF CERTAIN LAND INTO RIVER ROCK TRAILS MUNICIPAL UTILITY DISTRICT NO. 2; AND PROVIDING AN EFFECTIVE DATE.

MOTION: APPROVE A RESOLUTION CONSENTING TO THE ADDITION OF CERTAIN LAND INTO RIVER ROCK TRAILS MUNICIPAL UTILITY DISTRICT NO. 2; AND PROVIDING AN EFFECTIVE DATE.

MADE BY: Mayor Pro Tem Balkum

SECONDED BY: Council Member Tucker

APPROVAL BY ROLL CALL VOTE:	Council Member McNeal	AYE
	Mayor Pro Tem Balkum	AYE
	Council Member Hoffman	AYE
	Council Member Tucker	AYE
	Council Member McLendon	ABSENT

8.5. Update and Discussion – City Wide Water Related Issues

Mayor Pro Tem Balkum gave a brief update on city wide water related issues.

8.6. Discussion and action for bringing sewer connection to the four corners of FM 550 and SH 205.

City Administrator Hildebrandt explained this is for consideration of bring sewer connection to the four corners of FM 550 and SH 205

MOTION: APPROVE BRINGING SEWER CONNECTION TO THE FOUR CORNERS OF FM 550 AND SH 205 AT A COST NOT TO EXCEED \$450,000.

MADE BY: Mayor Pro Tem Balkum

SECONDED BY: Council Member Tucker

APPROVED BY ROLL CALL VOTE:	Council Member McNeal	AYE
	Mayor Pro Tem Balkum	AYE
	Council Member Hoffman	AYE
	Council Member Tucker	AYE
	Council Member McLendon	ABSENT

- 8.7. Discuss and consider the leave of absence for councilmember at the City's regular meeting pursuant to 22.041(b).

MOTION: APPROVE LEAVE OF ABSENCE FOR COUNCIL MEMBER MCLENDON UNTIL OCTOBER 27, 2023.

MADE BY: Mayor Pro Tem Balkum
SECONDED BY: Council Member Hoffman
APPROVAL: Unanimous

9. EXECUTIVE SESSION

- 9.1. Adjourn into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: Discuss leave of absence for Council Member.

Mayor Short adjourned the meeting into Executive Session at 7:56 p.m.

- 9.2. Reconvene Regular Meeting

The regular meeting reconvened at 8:14 p.m.

- 9.3. Executive Session Action

No Action Taken

10. UPDATES, DISCUSSION, AND DIRECTION TO STAFF

None

11. Council Member Reports and Announcements

- 11.1. Mayor Short – Reported he will be going back to nights starting October 11 and may have to make some adjustments. Reminded everyone of 9-11 and all the remembrances.
- 11.2. Mayor Pro Tem Balkum - None
- 11.3. Council Member Hoffman - None
- 11.4. Council Member McNeal – He actually spoke for Rockwall County at the Courthouse on 9.11. He has a 9.12 speech that he always gives to live like it's 9.12. The day after 9.11 it didn't matter what race you were, what religion you were, what sex you were, or what side of politics you were. We were just all Americans
- 11.5. Council Member McLendon – Absent

11.6. Council Member Tucker - None

12. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 8:35 p.m.

APPROVED:

Mayor Keith Short

ATTEST:

Rochelle Green, City Secretary



City of McLendon-Chisholm
1371 West FM 550 - McLendon-Chisholm, Texas 75032
TEL: (972)524-2077 FAX: (972)524-9128

ZONING CHANGE APPLICATION

Date of Application: June 26, 2023

Receipt # _____

Fee: \$600 per lot + \$10 per acre (acreage rounded to the next whole acre) + ALL consultant Costs. Consultant costs includes City Planner, City Engineer, Legal Fees and any other outside consultant costs incurred by the City.

Address and/or Location of Request:

Across from McLendon-Chisholm City Hall & Fire Station

Property Legal Description:

RIDGE POINTE ESTATES - 99.544 Acre Tract, Lelsler Easterwood Survey, Abstract No. 79

County Parcel ID: 10767

Existing Zoning: AG

Requested Zoning: Planned Development (PD)

Applicant's Name: Ricardo Doi, PE

Phone No. 813-355-1012

Email: rdoi@pelit-eed.com

Status of Applicant: Owner ☐ or Authorized Agent ☒

Applicant's Address:

1600 N. Collins Blvd. Suite 3300, Richardson, TX 75080

Owner's Address: Terrell 176 Partners LLC - P.O. Box 818, Terrell, TX 75160

I certify that I am the owner of the property described in this petition/application and Ricardo Doi, PE is the authorized agent to file this application on my behalf.

Signature of Owner:

Date 6/21/23

Signature of Applicant:

Date 6/13/23

Page 1 of 2

02/25/2020 Zoning Change Application and Checklist

CHECKLIST FOR ZONING CHANGE APPLICANT

The following items must be submitted along with the completed application before processing and scheduling.

1. Completed Application
2. Legal Description and plat of the subject site. Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper) and the subdivision name with lot and block number.
3. A location map clearly showing the site in relation to adjacent streets and distance to nearest thoroughfare.
4. Filing Fee of \$600.00 for the requested change of property + 10 per acre + ALL consultant costs.
5. Names and Addresses of Legal Property Owners within 200 feet of property. (The City will need to send these out 11 Days or more giving notice of the Public Hearing)
6. If not the owner of the property, have a letter from the owner stating that the applicant is authorized to file the application.
7. Post signs of Proposed Zoning Change at the property site. (City)

02/25/2020 Zoning Change Application and Checklist

FIELD NOTE DESCRIPTION

Being a 99.544 acre tract of land situated in the LESTER EASTERWOOD SURVEY, ABSTRACT No. 79, Rockwall County, Texas, being all of a called 99.544 tract of land described in deed to Terrell 176 Partners LLC, recorded in Volume 2021, Page 25176, Official Public Records of Rockwall County, Texas (OPRRCT) and being more particularly described as follows:

Beginning at 1/2-inch iron rod found for the south corner of said 99.544 acre tract, also being the east corner of a called 15.95 acre tract of land described in deed to Callie Sue and Zachary Steven Hamilton recorded in Instrument Number 20190000014746 (OPRRCT);

THENCE North 45°12'32" West, with the common line of said 99.544 acre tract, said Hamilton tract, a distance of 1054.27 feet to a 3/4-inch iron pipe found for corner;

THENCE North 44°59'42" West with the common line of said 99.544 acre tract, and said Hamilton tract, passing at 388.31 feet a 1/2-inch iron rod with cap stamped "RSCI RPLS 5034" found for the north corner of said Hamilton tract and the east corner of a called 17.059 acre tract of land described in deed to Liechty Ranch, LLC, recorded in Instrument Number 20210000005014, (OPRRCT), continuing with the common line of said 99.544 acre tract and said Liechty Ranch Tract, a total distance of 776.35 to a 3/8-inch iron rod found for the north corner of said Liechty Ranch Tract, and the east corner of a tract of land described in deed to Fred and Vivian Kay McCurley, recorded in Instrument Number 20040000297696 (OPRRCT);

THENCE North 44°59'25" West, with the common line of said 99.544 acre tract, and said McCurley tract, a distance of 387.11 feet to a 1/2-inch iron rod found for the west corner of said 99.544 acre tract, from which an axle found bears South 45°41'30" West a distance of 15.35 feet, said 1/2-inch corner also being the north corner of McCurley tract and being the south corner of a called 73.896 acre tract of land described in deed to Oak National Development LLC, recorded in Instrument Number 20210000011007 (OPRRCT);

THENCE North 44°24'28" East, with the common line of said 99.544 acre tract and said Oak National tract, a distance of 1281.54 feet to a 1/2-inch iron rod with cap stamped "O'Neal 6570" found for corner;

THENCE North 44°39'27" East, continuing with said common line of a distance of 655.35 feet to a 1/2-inch iron rod with cap stamped "O'Neal 6570" found for the south corner of a called 24.617 acre tract of land described in deed to Prairie Hill LLC recorded in Instrument Number 20210000029472, (OPRRCT);

THENCE North 45°38'24" East, with the common line of said 99.544 acre tract, and said Prairie Hill tract, a distance of 19.62 feet to a 1/2-inch iron rod found for the north corner of said 99.544 acre tract, and the west corner of Chisholm Crossing Phase II, an addition to the City of McLendon-Chisholm, Rockwall County, Texas according to the Final Plat thereof recorded in Cabinet G, Page 91, Plat Records of Rockwall County, Texas (PRRCT);

South 45°08'19" East, with the common line of said 99.544 acre tract and said Chisholm Crossing, a distance of 2208.41 feet to a 5/8-inch iron rod with cap marked "PETITT-ECD 6134" set in the north right-of-way line of Farm to Market Road 550, from which a 1/2-inch iron rod found bears South 08°34'13" West a distance of 8.16 feet;

THENCE South 45°08'19" West, with the common line of said 99.544 acre tract and the northern right-of-way line of Farm to Market Road 550, a distance of 1958.24 feet to the POINT OF BEGINNING, containing 99.544 acres of land, more or less.

RIDGE POINTE ESTATES

**83 RESIDENTIAL LOTS
2 NON-RESIDENTIAL LOTS
BEING A 99.544 ACRE TRACT OF LAND
IN LESTER EASTERWOOD SURVEY
ABSTRACT NO. 79
CITY OF McLENDON-CHISHOLM
ROCKWALL COUNTY, TEXAS**

PETITT - ECD

CIVIL ENGINEERING SURVEYING CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 - SURVEYING FIRM #10194792

1600 N. COLLINS BLVD
SUITE 3300
RICHARDSON, TX 75080
214.221.9955
DATE: MAY 2023

JOB NO. 08829-00

201 WINDCO CIRCLE
SUITE 100
WYLIE, TX 75098
972.941.8400
SCALE: NA

F:\00 PEDCLP Projects\08829-00\PRELIM\0882900 Prelim Plat.dwg
May 24, 2023 - 9:39am

EXHIBIT B

RIDGE POINTE ESTATES SUBDIVISION

PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS

For Approximately 99.54 Acres

City of McLendon-Chisholm, Rockwall County, Texas

1. Purpose and Intent

This Planned Development District provide for the development standards for a planned subdivision containing 83 single-family residential lots with a minimum lot size of one acre of land and two community owned common area lots. This development is approximately 99.54 acres of land generally located near intersection of McLendon Rd (FM 550) and Chapel Hill Ln.

2. Special Provisions

This Exhibit includes the PD Development Standards and the Concept Plan both of which are included and made a part of the ordinance adoption the Planned Development District.

a. Minor Amendments to the PD, including minor amendments to an approved Concept Plan or Development Plan, shall satisfy the following standards:

- i. Does not increase density;**
- ii. Does not change the maximum structure height, reduce setbacks or parking requirements, or reduce the size of any residential lots.**

Requests to amend the PD or the Concept or Development Plans that fail to satisfy the standards of i. ii. Above shall be considered as a change in zoning and shall be required to satisfy the requirements of an original request for a change in zoning.

b. Minor amendments amendment to the PDD including approved Concept or Development plans may be approved by the Mayor and the City Administrator No action is required by the Planning and Zoning Commission or the City Council.

c. Requests for minor amendments shall be made in writing and shall justify the reason or reasons for the requested amendment.

3. Development Plan

Prior Development of any portion of this planned development district, the City Council shall consider a development plan upon recommendation from the Planning and Zoning Commission. Any development plan shall conform to the Concept Plan that has been approved and made a part of this ordinance.

This development may be constructed in phases. However, if constructed in phases, each phase shall have a development plan reviewed and recommended by the Planning and Zoning Commission and reviewed and approved by the City Council prior to any construction in that phase.

4. Development Standards

Lot layout shall conform to the Concept Plan that has been adopted and is part of this ordinance.

- a. This is a single-family zoned district.
- b. Permitted uses. In this zoning district, no building or land shall be used, and no building shall be constructed, reconstructed, altered or enlarged, unless otherwise permitted in accordance with section 3-1. Use of land and buildings of the City of McLendon-Chisholm Zoning Ordinance as shown for the SF 1.5 Residential District.
- c. Area requirements. Minimum residential lot size one acre.
- d. Setbacks.
 - Front yard – 50 feet
 - Side yard – 10 feet
 - Back yard – 20 feet

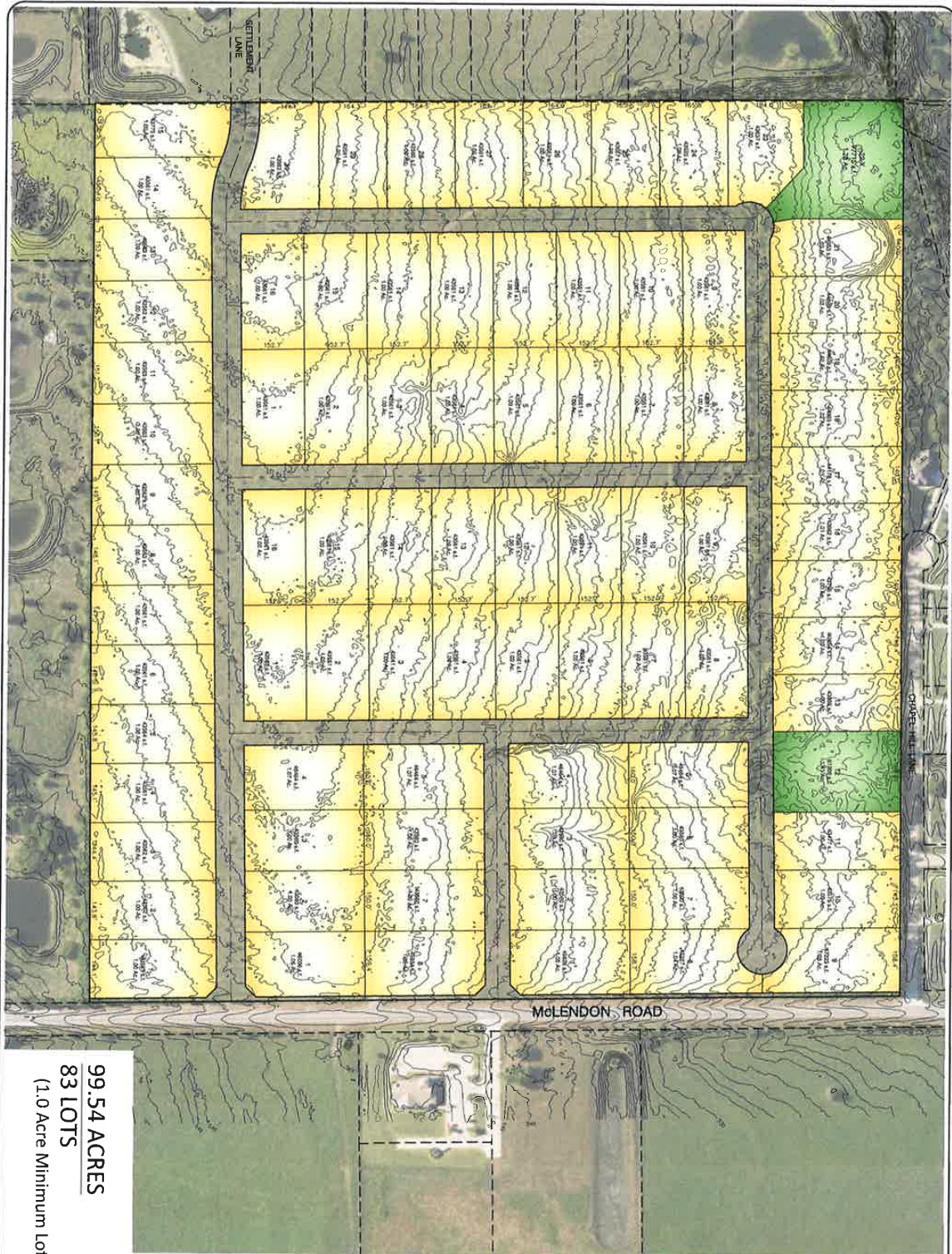
Front yard setbacks shall be consistent for the entire block face. Side yard setbacks shall be consistent for the entire block face.

- e. **Lot width. Minimum lot width is 135 feet.**

For lots fronting on a cul-de-sac or eyebrow, the minimum lot width shall be measured at the front setback line. Corner lots may have the 15-foot side yard adjacent to the side street.

- f. **Lot depth: 215 feet**
- g. **Minimum Dwelling size: 2,300 square feet**
- h. **Lot coverage: 20 percent**
- i. **Maximum Height: 36 feet**
- j. **Off-street parking: Shall conform to section 6-7, Off-street parking and loading requirements of the McLendon-Chisholm Zoning Ordinance.**
- k. **Accessory structures: Shall conform to the requirements of section 6-3 of the McLendon-Chisholm Zoning Ordinance.**

Concept Plan



99.54 ACRES
83 LOTS
 (1.0 Acre Minimum Lot)

MAY 12, 2023
 SHEET NO. 1 OF 1
 PROJECT #20829

PETITT - ECD

CIVIL ENGINEERING SURVEYING CONSTRUCTION ADMINISTRATION
 1600 N. COLLINS BLVD. SUITE 300 RICHARDSON, TX 75080
 972.941.8800

800 WINDWOOD CIRCLE
 SUITE 100 WYLLIE, TX 75098
 972.941.8800

800 WATERS ROAD
 SUITE 100 ALLEN, TX 75013
 972.941.8800

CONCEPT PLAN

RIDGE POINTE ESTATES **CITY OF McLENDON-CHISHOLM, TEXAS**





CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: September 21, 2023

Applicant: Ricardo Dol, PE
Petitt-ECD
1600 N. Collins Blvd
Suite 3300
Richardson, Texas 75080

Representative: Ricardo Dol, PE

Property owner: Terrell 176 Partners LLC
P.O. Box 818
Terrell, Texas 75160

Location: The property is a 99.544 acre tract of land located immediately north of McLendon-Chisholm City Hall located on FM 550. The Rockwall CAD property identification number is: 10767.

CITY COUNCIL MEETING DATE: September 26, 2023

REQUEST:

The applicant is requesting approval of a zoning district change from the AG Agriculture Zoning District that provides for lot sizes of two and one-half acres to a planned development district [Ridge Pointe Estates] for the development of 83 single-family lots each with a minimum lot size of one-acre of land.

PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval with a condition: increase the required side yard setback from 10 feet to 25 feet. [The applicant agreed with the increase in the required side yard setback from 10 feet to 25 feet.]

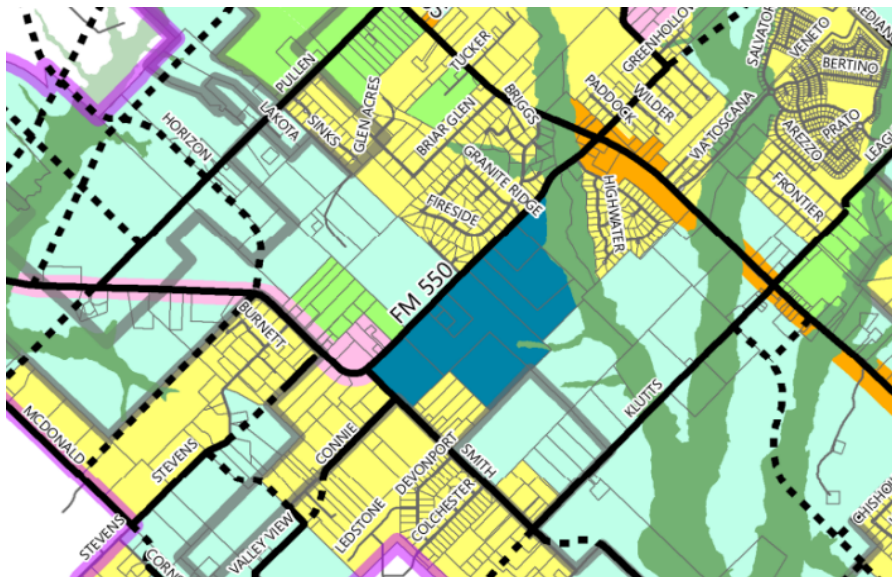
STAFF RECOMMENDATION: Approval.

This application is in conformity with the recommendations of the McLendon-Chisholm Comprehensive Plan.

Concept Plan for Ridge Pointe Estates Planned Development District



Comprehensive Plan Recommendation: Master Planned Community



Proposed development standards

EXHIBIT B

RIDGE POINTE ESTATES SUBDIVISION

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For Approximately 99.54 Acres

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 - Front yard – 50 feet
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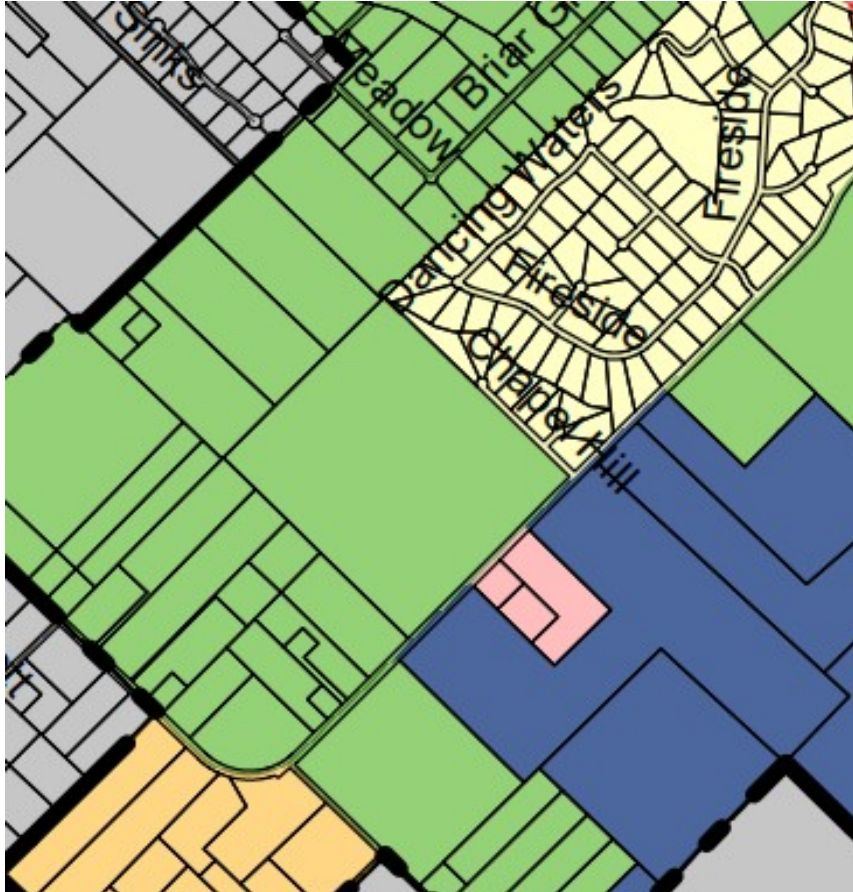
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Concept Plan



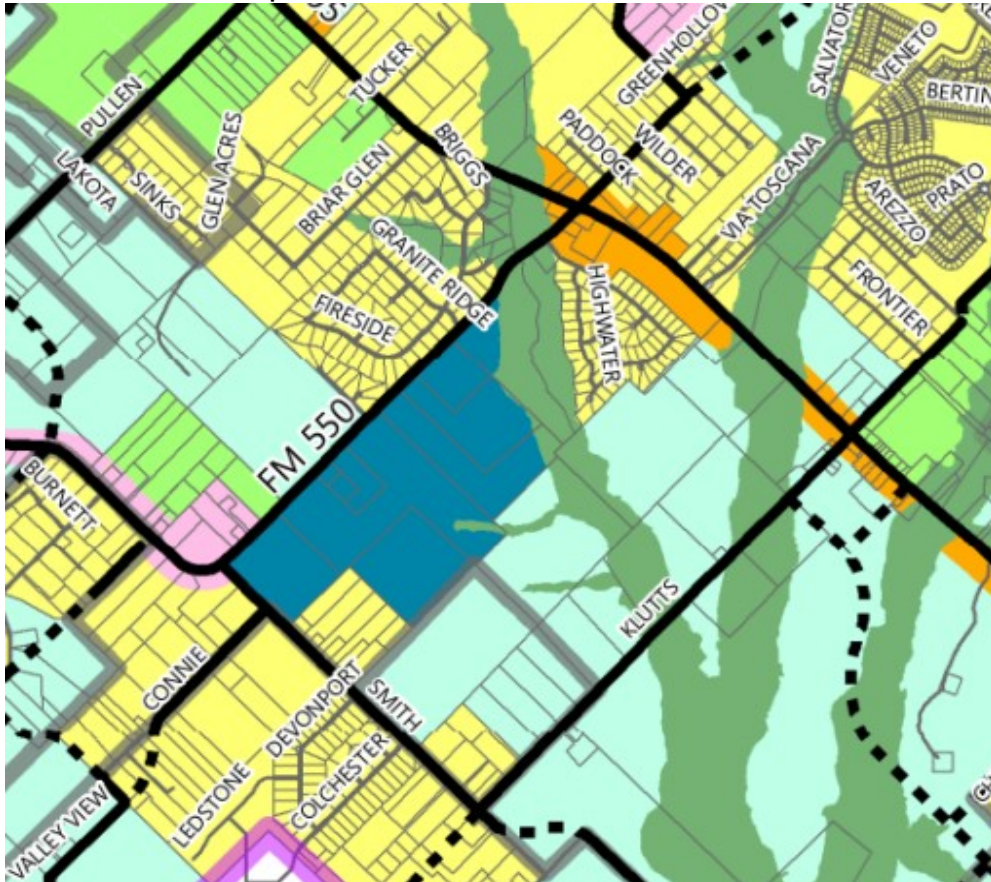
BACKGROUND INFORMATION:

Current Zoning Map



This property backs up to the Heritage Subdivision that has access from Pullen Road. The Concept Plan for this new planned development district has a potential roadway connection to the Heritage Subdivision at Settlement Lane. Heritage Subdivision is currently having homes constructed. The developer for the Heritage Subdivision desires the connection of the this property with the third phase of the Heritage Subdivision.

Future Land Use Plan Map



The Future Land Use Plan shows the area fronting on FM 550 to be “Master Planned Community”.
The Comprehensive Plan describes a Master Planned Community as follows:

This Future Land Use Designation is for areas anticipated to develop as planned developments or master planned communities of varying sizes, types, and uses.

Anticipated Land Uses:

- Conservation development with primarily single-family residential uses with one or more neighborhood centers for gathering space, parks, and/or low-intensity commercial uses;
- Some limited areas of mixed-use development (combinations of residential, office, restaurant/retail, entertainment, and/or arts/culture) with a rural/country feel; and/or
- Farming or agrihood-type uses.

Desired Development Characteristics:

- Minimum lot size of one acre for residential uses, exclusive of floodplains and rights-of-way. Drainage areas and waterways should be within HOA-maintained common areas and not included on individual lots where applicable.
- Minimum 150-foot lot width for residential uses;
- Preserved open space integrated into the neighborhood, including use of floodplains and existing greenbelts to create attractive common areas that showcase a rural feel;
- Where commercial uses are included, at least 90 percent of gross land area per development should be residential and/or green space/floodplain/park;
- Peaceful and quiet design that portrays a retreat from urban life through various elements, such as water features, calm colors, sophisticated architecture, and luxurious “off spots” for informal sitting and dining;
- Development that Diversifies the Tax Base and provides areas for people to enjoy Grassroots Community Events or entertainment where the noise or activity can be appropriately distanced from residential uses;
- Shaded, lighted, and landscaped trail system to connect destinations and neighborhoods.
- One story typical with two stories maximum.

This property is located across FM 550 from City Hall and the City Fire Station.

NOTE: The minimum lot size for a residential lot with on-site sanitary sewer facilities is one-acre of land within the City of McLendon-Chisholm.

The use of “Anticipated” and “Desired” are not requirements, therefore the City Council may, due to the legislative nature of Zoning Regulation, decide that none, some or all of the “Anticipated land uses” and/or “Desired Development Characteristics” shall be applied to the request. The use of these terms provide substantial flexibility for the City Council when they decide how an application is going to conform to the requirements of the Comprehensive Plan.

Thoroughfares/streets:

FM 550 is shown on the McLendon-Chisholm Thoroughfare Plan to be an existing principal arterial adjacent to the applicant’s property. A principal arterial is proposed to be a four-lane divided thoroughfare with 100 to 150 feet of right of way. Adjacent to the subject property FM 550 is a two-lane undivided thoroughfare with 60 feet of right of way. At the time of platting, it is the City’s policy to acquire one half of the deficit right of way from the applicant. The City has been acquiring additional right of way along FM 550 to widen the right of way from 60 feet to 100 feet. That usually means a dedication of 20 additional feet of right of way adjacent to the applicant’s property.

Property legal description:

FIELD NOTE DESCRIPTION

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THENCE North 45°38'24" East, with the common line of said 99.544 acre tract, and said Prairie Hill tract, a distance of 19.62 feet to a 1/2-inch iron found for the north corner of said 99.544 acre tract, and the west corner of Chisholm Crossing Phase II, an addition to the City of McClendon-Chisholm, Rockwall County, Texas according to the Final Plat thereof recorded in Cabinet G, Page 91, Plat Records of Rockwall County, Texas (PRRCT);

South 45°08'19" East, with the common line of said 99.544 acre tract and said Chisholm Crossing, a distance of 2208.41 feet to a 5/8-inch iron rod with cap marked "PETITT-ECD 6134" set in the north right-of-way line of Farm to Market Road 550, from which a 1/2-inch iron rod found bears South 08°34'13" West a distance of 8.16 feet;

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RIDGE POINTE ESTATES

83 RESIDENTIAL LOTS

2 NON-RESIDENTIAL LOTS

BEING A 99.544 ACRE TRACT OF LAND

IN LESTER EASTERWOOD SURVEY

ABSTRACT NO. 79

CITY OF McLENDON-CHISHOLM

ROCKWALL COUNTY, TEXAS

PETITT - ECD

CIVIL ENGINEERING SURVEYING CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION

ENGINEERING FIRM #001145 - SURVEYING FIRM #10194792

1600 N. COLLINS BLVD
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214.221.9955
DATE: MAY 2023

JOB NO. 08829-00

201 WINDCO CIRCLE
SUITE 100
WYLLIE, TX 75098
972.941.8400
SCALE: NA

F:\00_PECOPL Projects\08829-00\PRELIM\0882900 Prelim Plat.dwg
May 24, 2023 - 9:38am

Ordinance No. 2023-12

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING DISTRICT FROM AG AGRICULTURE TO A PD PLANNED DEVELOPMENT ZONING DISTRICT PROVIDING FOR 83 SINGLE-FAMILY LOTS WITH A MINIMUM LOT SIZE OF ONE ACRE AND TWO COMMON AREA LOTS ON A 99.544 ACRE TRACT OF LAND LOCATED GENERALLY ON THE NORTHERN SIDE OF FARM TO MARKET ROAD 550 IMMEDIATELY WEST OF THE INTERSECTION WITH CHAPEL HILL LANE, MORE PARTICULARLY DESCRIBED HEREIN, IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of McLendon-Chisholm and the governing body of the City of McLendon-Chisholm, in compliance with state laws and with reference to amending the Comprehensive Zoning Ordinance and Zoning Map, have given the requisite notice by publication and otherwise, and after holding due hearing and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of McLendon-Chisholm is of the opinion that said Comprehensive Zoning Ordinance and Map should be amended as provided herein. Now therefore:

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

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of McLendon-Chisholm, Texas, heretofore duly passed by the governing body of the City of McLendon-Chisholm, as heretofore amended, be hereby amended by changing the Zoning District designation on the 99.544S-acre tract of land more particularly described in Exhibit "A", attached hereto and incorporated herein, and herein referred to as the "Property" from AG Agriculture to a PD Planned Development District as described in Exhibit "B" Planned Development District Development Standards and amending the Official Zoning Map to reflect the approved change in zoning district.

SECTION 2. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this ordinance as applicable to the Property are hereby repealed and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance or Map as a whole.

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas on the 26th day of September 2023.

APPROVED:

KEITH SHORT
MAYOR

ATTEST:

ROCHELLE GREEN
CITY SECRETARY

EXHIBIT A

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THENCE North 44°39'27" East, continuing with said common line of a distance of 655.35 feet to a 1/2-inch iron rod with cap stamped "O'Neal 6570" found for the south corner of a called 24.617 acre tract of land described in deed to Prairie Hill LLC recorded in Instrument Number 20210000029472, (OPRRCT);

THENCE North 45°38'24" East, with the common line of said 99.544 acre tract, and said Prairie Hill tract, a distance of 19.62 feet to a 1/2-inch iron found for the north corner of said 99.544 acre tract, and the west corner of Chisholm Crossing Phase II, an addition to the City of McClendon-Chisholm, Rockwall County, Texas according to the Final Plat thereof recorded in Cabinet G, Page 91, Plat Records of Rockwall County, Texas (PRRCT);

South 45°08'19" East, with the common line of said 99.544 acre tract and said Chisholm Crossing, a distance of 2208.41 feet to a 5/8-inch iron rod with cap marked "PETITT-ECD 6134" set in the north right-of-way line of Farm to Market Road 550, from which a 1/2-inch iron rod found bears South 08°34'13" West a distance of 8.16 feet;

THENCE South 45°08'19" West, with the common line of said 99.544 acre tract and the northern right-of-way line of Farm to Market Road 550, a distance of 1958.24 feet to the POINT OF BEGINNING, containing 99.544 acres of land, more or less.

RIDGE POINTE ESTATES

83 RESIDENTIAL LOTS
2 NON-RESIDENTIAL LOTS
BEING A 99.544 ACRE TRACT OF LAND
IN LESTER EASTERWOOD SURVEY
ABSTRACT NO. 79
CITY OF McLENDON-CHISHOLM
ROCKWALL COUNTY, TEXAS

PETITT - ECD

CIVIL ENGINEERING SURVEYING CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 - SURVEYING FIRM #10194792

1600 N. COLLINS BLVD
SUITE 3300
RICHARDSON, TX 75080
214.221.9865
DATE: MAY 2023

201 WINDCO CIRCLE
SUITE 100
WYLLIE, TX 75098
972.941.8400
SCALE: NA
JOB NO. 08829-00

EX-00 PETIT.P Project\08829-00\PRELIM\0882900 Prelim Plat.dwg
May 24, 2023 9:38am

EXHIBIT B

RIDGE POINTE ESTATES SUBDIVISION

PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS

For Approximately 99.54 Acres

City of McLendon-Chisholm, Rockwall County, Texas

1. Purpose and Intent

This Planned Development District provide for the development standards for a planned subdivision containing 83 single-family residential lots with a minimum lot size of one acre of land and two community owned common area lots. This development is approximately 99.54 acres of land generally located near intersection of McLendon Rd (FM 550) and Chapel Hill Ln.

2. Special Provisions

This Exhibit includes the PD Development Standards and the Concept Plan both of which are included and made a part of the ordinance adoption the Planned Development District.

a. Minor Amendments to the PD, including minor amendments to an approved Concept Plan or Development Plan, shall satisfy the following standards:

- i. **Does not increase density;**
- ii. **Does not change the maximum structure height, reduce setbacks or parking requirements, or reduce the size of any residential lots.**

Requests to amend the PD or the Concept or Development Plans that fail to satisfy the standards of i. ii. Above shall be considered as a change in zoning and shall be required to satisfy the requirements of an original request for a change in zoning.

b. Minor amendments amendment to the PDD including approved Concept or Development plans may be approved by the Mayor and the City Administrator No action is required by the Planning and Zoning Commission or the City Council.

c. Requests for minor amendments shall be made in writing and shall justify the reason or reasons for the requested amendment.

3. Development Plan

Prior Development of any portion of this planned development district, the City Council shall consider a development plan upon recommendation from the Planning and Zoning Commission. Any development plan shall conform to the Concept Plan that has been approved and made a part of this ordinance.

This development may be constructed in phases. However, if constructed in phases, each phase shall have a development plan reviewed and recommended by the Planning and Zoning Commission and reviewed and approved by the City Council prior to any construction in that phase.

4. Development Standards

Lot layout shall conform to the Concept Plan that has been adopted and is part of this ordinance.

- a. This is a single-family zoned district.
- b. Permitted uses. In this zoning district, no building or land shall be used, and no building shall be constructed, reconstructed, altered or enlarged, unless otherwise permitted in accordance with section 3-1. Use of land and buildings of the City of McLendon-Chisholm Zoning Ordinance as shown for the SF 1.5 Residential District.
- c. Area requirements. Minimum residential lot size one acre.
- d. Setbacks.
 - Front yard – 50 feet
 - Side yard – ~~10 feet~~ 25 feet
 - Back yard – 20 feet

Front yard setbacks shall be consistent for the entire block face. Side yard setbacks shall be consistent for the entire block face.

- e. **Lot width. Minimum lot width is 135 feet.**

For lots fronting on a cul-de-sac or eyebrow, the minimum lot width shall be measured at the front setback line. Corner lots may have the 15-foot side yard adjacent to the side street.

- f. **Lot depth: 215 feet**
- g. **Minimum Dwelling size: 2,300 square feet**
- h. **Lot coverage: 20 percent**
- i. **Maximum Height: 36 feet**
- j. **Off-street parking: Shall conform to section 6-7, Off-street parking and loading requirements of the McLendon-Chisholm Zoning Ordinance.**
- k. **Accessory structures: Shall conform to the requirements of section 6-3 of the McLendon-Chisholm Zoning Ordinance.**

Concept Plan





City of McLendon-Chisholm

Staff Report

Date: September 26, 2023

Agenda Item: Review/Action: Contract renewal for the Community Waste Disposal (CWD)

Fiscal Impact: N/A

Background: The actual renewal contract and subsequent memorandum changes have been included in the packet.

Motion: Motion to approve _____

Staff Representative: Konrad Hildebrandt, City Administrator



August 9, 2023

City of McLendon-Chisholm
Konrad Hildebrandt
City Administrator
1371 West FM 550
McLendon-Chisholm, TX 75032

Dear Konrad:

My thanks to The City of McLendon-Chisholm for its continued confidence in the now 5-year partnership between Community Waste Disposal and the City. Our team works tirelessly and takes pride in providing excellent and cost-effective services for the city's residents and businesses. I hope we have earned the trust of both City Council and staff to support an extension of our current contract that ends January 1, 2024.

Providing safe and reliable services to McLendon-Chisholm's residential and commercial waste service customers is very important to the McLendon-Chisholm City Council. You also expect us to be responsive to customer concerns. As I briefed City Council in the past, we substantially beefed-up customer services with additional staffing. These efforts have substantially dropped our service inquiries, the issues that arose during the COVID period.

We found ways to be more business efficient despite COVID-driven higher expenses in personnel costs and benefits, fuel costs, and most recently considering the significant cost impact the CPI reflects. This allowed us to provide consistent customer services even though our annual contractual Cost Adjustment Model increase somewhat lagged actual CWD cost.

Additionally, we have made advancements in the quality and reliability of our service. Service inquiries in Q2 2023 were 0.86 calls per 1000 service opportunities. This is a 29.5% reduction over the prior two quarters.

I believe you will find this partnership renewal offer to be a cost-effective approach to providing needed services to the city.

On December 31, 2023, the current 5 years partnership term is subject for a renewal. As an incentive to renew the contract, for 5 years, effective January 1, 2024, we would like to offer you the following:

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

1. Current Charges

All current rates/charges would remain unchanged until December 31, 2023. On January 1, 2024, and every 12 months thereafter, all rates/charges would be subject to the Cost Adjustment Model attached as "Exhibit A."

2. Cost Adjustment Model (CAM)

The attached CAM, marked "Exhibit A", would be applied to the January 1, 2024 cost adjustment and each 12 months thereafter. The attached model best reflects current costs by residential and commercial system.

3. 3Rd Eye Technology

A new effort to improve safety and driver accountability, we have begun converting the CWD fleet to include "3rd Eye" video and safety technology. CWD has already installed this equipment on one residential and one commercial vehicle that operates in McLendon-Chisholm, and we will complete the installation in the remaining three residential McLendon-Chisholm vehicles in 2023. This \$24,000 investment, is a real-time multi-point of view camera system that will document our services and allow us to respond more decisively and quickly to concerns at residential service locations. Some information on this state-of-the art system is provided as an attachment to this letter.

4. Residential Billing (optional)

Under the current contract, CWD invoices all residential units on a quarterly basis. Should the City become the invoicing agent, the residential rate will be **decrease by \$1.50** per home per month net to CWD. Should CWD continue the residential billing, a \$75.00 service deposit fee will be implemented for homes establishing a CWD account on or after January 1, 2024, which will be returned when the account is closed in good standing. Additionally, a \$50.00 reinstatement fee for residential accounts that are placed on stopped service due to outstanding balances.

5. Door Side Household Hazardous Waste and Electronics Collection (optional)

Currently, CWD provides one (1) annual X-treme Green Event (XGE) where residents can properly dispose of: HHW, electronics, scrap metal / appliances, on-site document shredding and tires. The existing charge for this service is \$1.15 per home per month, net to CWD. Should the City choose to change this program to a Door Side HHW and Used Electronics Collection, residents can contact CWD up to one (1) time per month to schedule a collection at their home. Upon contacting CWD, a collection kit will be mailed to the resident, along with instructions as to how to package and where to place the material. Replacing the XGE with the Door Side HHW program, if selected, CWD would **increase** the residential rate by **\$0.20** per home per month net to CWD.

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

I believe you will find this partnership renewal offer to be a cost-effective approach to providing needed services to the city.

I appreciate you and the McLendon-Chisholm City Council considering the extension of the current waste services contract for another seven years. The entire CWD Team looks forward to continuing our long and productive relationship with the City of McLendon-Chisholm.

Sincerely,



Jason Roemer
Vice President
jroemer@cwd.to

CC: Greg Roemer

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



SERVICE VERIFICATION AND LIVE GPS TRACKING INCLUDED

CWD will install 3rd Eye Safety, GPS and Service Verification hardware on each collection vehicle. In addition, CWD can grant the City access to view live GPS breadcrumb trails of collection vehicles throughout the day. This will allow for instant access to CWD truck locations, allowing for the City to quickly determine if a vehicle has been down a street yet and the status of the routes.

Safety Monitoring and Metrics

Each collection truck in the City will have a safety camera facing the driver and the front of the vehicle. This device triggers a recording any time a G-force or shock event occurs. That recording is then reviewed by designated individuals and the event is provided a safety grade, which is based on the policies and procedures established by CWD. This allows CWD to monitor risky drivers and provide additional coaching or identify behaviors that could be dangerous to others, and take precautionary action.

Live GPS Tracking and Breadcrumb Trails – CWD can grant City Staff access to the Live GPS feature upon request

CWD will utilize GPS tracking through 3rd Eye's integrated truck system on collection vehicles used for this contract. GPS breadcrumb trails are made instantly available to CWD and City Staff to see exactly where the trucks servicing the City are and where they have already been that day.

Continuous Video Recording and Service Verification

In addition to the 3rd Eye Safety Monitoring and Live GPS capabilities, CWD trucks servicing the City will be equipped with their Verif-Eye Service Confirmation System. Each collection truck is equipped with 4-6 cameras (depending on type) and the Verif-Eye system allows for those cameras to be continuously recording throughout the day. In the back office, CWD employees and managers have the ability to search by address and submit a request for a 1–5-minute video. There is no charge for the video request and the media link to the video is provided typically within minutes.

How It works

1. GPS breadcrumb for up to 6 vehicles at one time are available and live within 30 seconds
2. GPS trails can be pulled for a particular period and time frame as far back as roughly 90-days
3. Specific addresses can be immediately located on a route (*in this case 4001 Magnolia Ct*)
 - *The City will have direct access to items #1-3 above in the 3rd Eye interface*
4. Video requests can be pulled by address for up to 5 minutes per video.
 - Note – there is no cost associated with a video request and video can be pulled as far back as roughly 10 service days with that particular vehicle. Once requested, videos are stored indefinitely on the cloud
5. The CWD employee submitting the video can see what area of the route the video will cover
6. Once request is submitted, an email link to the video is provided to the user showing the location of the truck and a video feed of all cameras on the vehicle

The example on the following page is from a vehicle in Wylie, TX on July 26, 2022

The numbers listed correspond to the numbers in the pictures on the following page

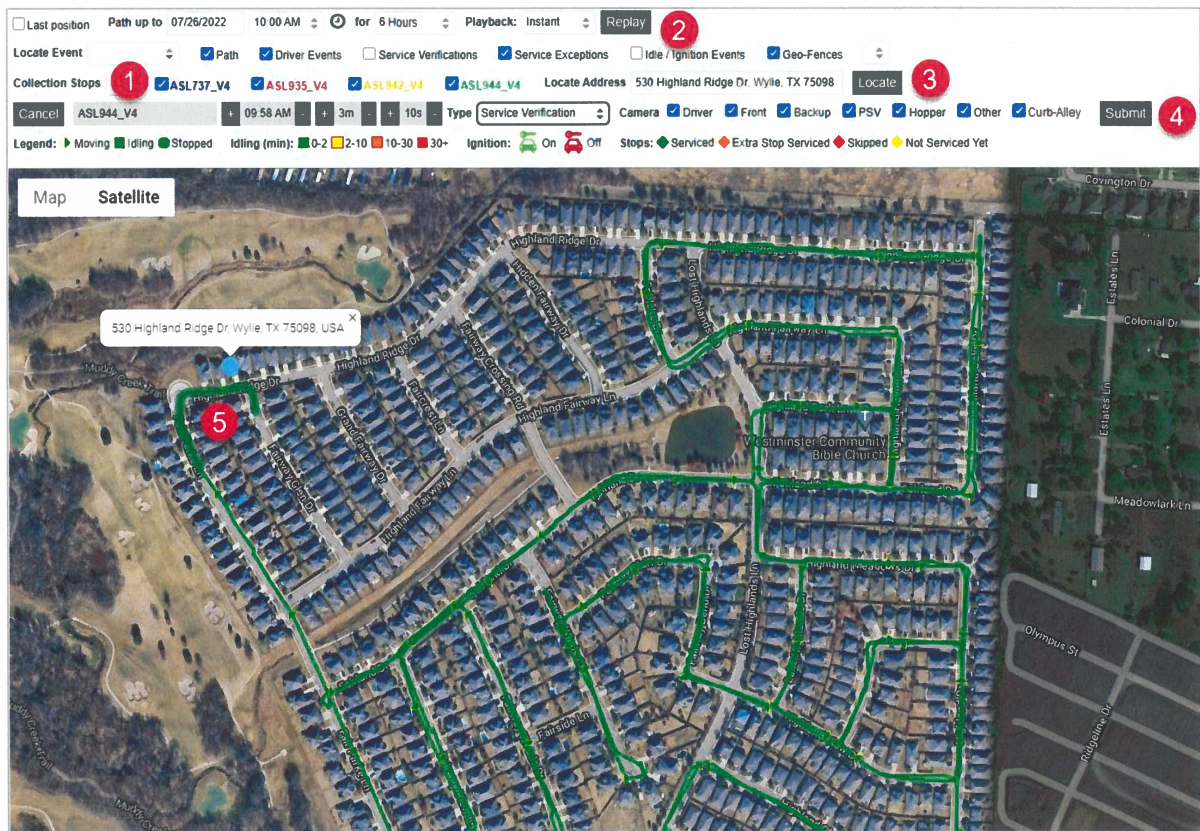


EXHIBIT A

Annual Cost Adjustment Model McLendon-Chisholm

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Cost Adjustment is not based on service performance and will not be unreasonably withheld or denied.

CPI (see System Chart for %)

The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's contract anniversary date.

CNG FUEL (see System Chart for %)

The Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year's "Current Index Value", and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three month period ending two (2) months prior to the current years contract anniversary date.

Revised 06-12-2023

DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the GARLAND Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the GARLAND Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the GARLAND Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the Current Fuel Index will be the GARLAND Landfill gate rate in effect one month prior to the current years contract anniversary date. In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill's rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new Landfill.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	69%	58%	0%	70%	85%
CNG Fuel	3%	4%	0%	5%	5%
Disposal	28%	38%	100%	25%	10%
Total	100%	100%	100%	100%	100%

EXAMPLE (Residential Trash)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	70%	287.504	298.152	10.648	3.70%	2.59%
CNG Fuel Cost	5%	\$3.515	\$3.912	\$0.397	11.29%	0.56%
Disposal Cost	25%	\$32.00	\$32.50	\$0.50	1.56%	0.39%
Annual Adjustment	100%					3.55%

Recyclable Materials List- If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town, and have the material removed from the acceptable list. In addition, if the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. As an alternative to removing recycle commodities as described above, CWD may request a special rate adjustment that would allow CWD to continue to recycle the materials.

Revised 06-12-2023

Residential Door Side Household Hazardous Waste and Used Electronics Collection (Optional)

This additional service CWD provides to residents so that home-generated waste, including household hazardous waste, can be safely and easily disposed of or recycled. Door side collection is an effective avenue to encourage participation by those who cannot or will not drive to events or drop off locations.

To schedule, McLendon Chisholm residents will:

1. Resident contacts CWD Customer Service to schedule a collection via phone, email, website or mobile app.)
2. CWD Customer Service mails the resident a collection kit, which includes: instructions, packaging, material labels and the collection date
3. CWD completes the scheduled collection on the date provided



CUSTOMER SERVICE
972.392.9300
Option 2
Monday-Friday
7:30am-5:30pm
Saturday
8:00am-2:00pm

HOUSEHOLD HAZARDOUS WASTE & USED ELECTRONICS

RESIDENTIAL DOOR SIDE COLLECTION PROGRAM

THANK YOU for caring enough to properly dispose of your leftover household hazardous waste materials, including used electronics.

1



2



3



Collection Kit

The kit is comprised of a 30-gallon plastic bag, instruction sheet, and labels for unmarked containers.

Collection Bag

For unmarked containers, use the provided labels to denote the contents. Put labeled items in the bag, but please do not overfill it. Electronics, auto batteries and fluorescent bulbs must be placed in cardboard boxes next to the filled bag.

Collection Day

Place the secured bag near your entrance door, garage or other area near the front of your home. Do not place the bag in or near an alley, at the curb or in the street. Do not allow children or pets access to the bag. Ensure the bag is out by 7:00 am on your scheduled day and is visible from the street.

Your collection date is _____

ACCEPTABLE ITEMS

Poison	Thermometers (No Mercury)	Auto Batteries (Up to Five)
Solvent	Fungicide	Fluorescent Straight Tubes, CFLs (Combined Total of No More than Five)
Oil-based & Latex Paint	Metal Polish	Television (One Only)
Aerosols	Moth Balls	Used Electronic Waste
Cleaners	Creosote	Fire Extinguisher (One Only)
Gasoline	Used Motor Oil	
Antifreeze		

All liquids must be in sealed, labeled containers of five gallons or less.

NON-ACCEPTABLE ITEMS

Sharps (Including needles and syringes placed into a sealed sharps plastic container)
Medicine
Ammunition
Explosives
Tires
Asbestos
Any Materials in Unlabeled or Leaking Containers
Gassy Items (Gas Propane Cylinders, Lamps, Appliances, etc.)

SAFETY REMINDERS

- 1 Never mix materials; there may be an adverse chemical reaction!
- 2 Keep materials in their original containers whenever possible.
- 3 Always seal containers to prevent leakage.
- 4 Label any items that are not already clearly marked.

LIMITS

The maximum quantity of waste items to be collected is limited to what will fit in the bag, with the exception of up to five (5) auto batteries, five (5) fluorescent tubes and/or CFLs, and limited consumer electronics outside the bag.

Individual items or bags may not weigh more than 40 pounds. Combined items should not exceed one (1) cubic yard.

GENERAL GUIDELINES

- ★ Place your household hazardous waste INSIDE the bag to a MAXIMUM of 40 lbs. **DONOT OVERFILL THE BAG.**
- ★ Use only the bag provided to you.
- ★ The bag must be closed securely.
- ★ Do not drag the bag.
- ★ Place all electronics, auto batteries, and fluorescent bulbs in cardboard boxes OUTSIDE the bag. Wrap fluorescent tubes together with tape if you are disposing of more than one. If available, use the original packaging to hold the tubes and stand them up to prevent breakage.

972.392.9300

Monday-Friday 7:30 AM - 5:30 PM

Saturday 8:00 AM - 2:00 PM

COMMON ELIGIBLE ITEMS

Household Hazardous Waste (HHW): Aerosols, Anti-baby Supplies (Adhesive/Paint), Automotive Products (Antifreeze, Motor Oil, etc.), Batteries (Automotive/Household), Cleaners/Wax, Flammables, Lubricant (Oil), Paint, Personal Products, Poison (Household/Garden), Used Electronic Waste: CRT (Computer Monitor), Television, CPU, Laptop, Handheld Computer, Keyboard, Printer, Mouse, Cable, CD-ROM, Remote Control, Calculator, VCR, CD Player, Stereo, Scanner, House Phone

Optional Service	Per Home Per Month (in addition to base services)
On-Call Door Side HHW and Used Electronics (1xMonth)	\$0.20 additional

If selected, the Annual X-treme Green Event (XGE) would be replaced by the door side collection

Page 88 of 136

**CONTRACT WITH COMMUNITY WASTE DISPOSAL, LP
FOR COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS**

THIS CONTRACT is made and entered into by and between the City of McLendon-Chisholm, Texas located in Rockwall County, Texas (hereinafter called "City") and Community Waste Disposal, LP (hereinafter called "Contractor"), a Texas limited partnership.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of License

Contractor is hereby granted exclusive license and privilege within the territorial jurisdiction of the Customer and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the Contract Documents.

2. Contract

- A. This Contract includes the following documents, and this Contract expressly incorporates same herein as fully as if set forth in this Contract:
1. This Contract and Contract terms and definitions (hereinafter called "Contract Documents")
 2. Service Summary and Rate Agreement Schedule (Exhibit A)
 3. Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.

Contractor shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such written amendment.

This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

3. Definitions

The following terms, when used herein, whether capitalized or lower case shall have the respective meanings assigned thereto as follows:

Bags: Plastic sacks, designed to store refuse and yard waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units, ranging in size from 2 to 42 cubic yards.

Loose Brush: Loose tree, shrub or brush trimmings stacked together forming an easily handled package. All limbs must be placed with trunks parallel to the street, but not blocking the sidewalk. No limbs shall be greater than six (6) inches in diameter, weigh more than 40 pounds, or be longer than four (4) feet. Brush piles must be free of all foreign debris. The term "Brush" specifically excludes debris resulting from services of a Commercial Service Provider.

Brush Bundled: Tree, shrub or brush trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (40) pounds in weight.

Bulky Waste: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be. Bulky waste does not include brush.

Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Cart Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

CWD Recycling Bin: A receptacle with a capacity of at least 18 - 20 gallons constructed of plastic having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

Contract Documents: Collectively, the documents identified in Section 2A hereof.

Contractor: Community Waste Disposal, LP and its successors and permitted assigns.

Curbside: That portion of right-of-way adjacent to paved or traveled City roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential unit, Commercial or Industrial Unit who generates Refuse or Recyclable Materials.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is

likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Handicap / Disabled Service: Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Solid Waste at the curbside, and that generates and accumulates Solid Waste. A Handicapped Residential Unit shall be certified and approved or denied by the Contractor. The contractor shall be compensated for Handicap Service in accordance with the rates listed in Exhibit A. Handicap Service applies to Solid Waste Collection only. Recycle, Bulky Waste and Bundled Brush Collection will occur at regular collection area at the resident's curb.

Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

CWD Polycart: A wheeled receptacle with a maximum capacity of 35 - 95 gallons constructed of plastic, designed for waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. No more than 40 pounds of materials allowed inside Polycart.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: Commodities collected by the Contractor from residential Units and Commercial Units pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable State and Federal laws and regulations) and solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Unacceptable Waste: Contractor debris, and household hazardous waste.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation

4. Scope and Nature of Operation

- A. Residential Collection: Contractor shall provide sufficient vehicles and employees to provide curbside collection service for the collection of residential refuse, solid waste, and recyclable materials to each residential unit, as outlined in Exhibit A, when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide a copy of maps indicating the routes used in the collection of waste from all residential customers.
- B. Residential solid waste collection services: The Contractor shall pick up all Solid Waste generated from residential unit premises. At customer's request, excessive amounts of rubbish, brush and trees may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.
- C. Commercial and Industrial Accounts: Contractor shall provide sufficient vehicles and employees to collect and remove Solid Waste from the premises of commercial, institutional, and industrial Customers that select Contractor to provide service at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or bins as designated by the Customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment.
- D. Residential Recycling Collection:
1. The Contractor shall provide residential recycling as described in Exhibit A. Contractor will provide each Residential Unit a CWD Polycart with lid, and of a type that is generally accepted by municipalities with recycling experience.
 2. Contractor will be responsible for delivering CWD Polycarts to each residential unit at the start of the contract at no additional cost. Residents will be charged a fee in accordance with Schedule A for lost or stolen carts.
 3. The collection of the recyclable materials shall occur at the curb.
 4. Contractor shall also provide the **City** a recycling report detailing volume collected.
- E. Unusual Accumulations Collection: The Contractor may reasonably charge for the collection of unusual accumulations.
- F. Implementation Plan: The City shall work with Contractor to approve an informational brochure which Contractor delivers with each residential Polycart and to commercial and industrial customer address.

G. Holiday Schedule: (As negotiated)

H. Exception to Exclusive Franchise

Due to current road conditions, two streets (Meadowpark and Frontier Trail) are unserviceable by the Contractor, utilizing equipment included in the RFP response. The Contractor and the City agree that residents with addresses on these two streets may utilize services provided by another company other than the Contractor for the removal of their residential refuse and recycling. If the Contractor is required to service these locations, rates for this service will need to be negotiated to account for any special equipment or arrangements needed.

5. Collection Operation

A. Hours of Operation: Contactor shall collect garbage and solid waste and recyclables only between the hours of 7:00 a.m. and 7:00 p.m.

B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

C. Routes of Collection: Collection routes shall be established by Contractor as approved by the City. The City shall be provided route collection maps and container locations.

D. Customer Grievances:

1. Grievances shall be made directly to Contractor. Contractor shall promptly respond to all Grievances. At a minimum, Contractor's Grievance procedure shall provide that the customer Grievance shall be addressed within 24 hours (business day) of receipt of such Grievance and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of Grievances and shall promptly provide the City. The Contractors Grievance Procedure is outlined below:

Scheduled Customers	By close of business on their scheduled service day
On-Call Customers	Within one business day (24 hours) of their call
Missed Collection (trash, recycling, bulk) or cart delivery	1. Contact CWD <u>before</u> 12:00pm on scheduled service day: Receive same day service. 2. Contact CWD <u>after</u> 12:00pm on scheduled service day if route driver is still in the City: Receive same day service. 3. If driver is not in the City: Driver will return on next scheduled business day when like services are being performed. 4. Day after scheduled service day-Contact CWD <u>before</u> 12:00pm: Receive same day service. 5. Day after scheduled service day-Contact CWD <u>after</u> 12:00pm: Receive service next scheduled business day when like services are being performed.

2. The City shall notify Contactor of each Grievance reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the Grievance.

E. Collection-Equipment:

1. Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the boundaries of the City nor while enroute to the disposal site, where such accumulation shall be dumped.
2. All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. Contractor shall maintain all collection equipment in a safe and efficient working condition throughout the term of this Contract. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program.

F. Disposal: Contractor shall deliver all solid waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA). Contractor shall deliver all household hazardous waste to a landfill legally permitted to accept such waste.

G. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its equipment or its acts, omissions or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by its equipment or the acts or omissions of its employees, but shall report the location of such conditions so that proper notice can be given to the customer at the premises to properly contain refuse.

- H. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.

6. Recyclable Materials

- A. If Described in Exhibit A, then Contractor shall provide a single-stream recyclable collection service. Customers will not be required to separate recyclable materials by type of material.
- B. Contractor shall be totally responsible for the processing and marketing of all Recyclable Materials collected pursuant to this Contract.

7. Ownership

Title to Refuse, Solid Waste, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs.

8. Employees

- A. Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- B. Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.

9. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- A. Monthly reports, within three (3) weeks of the end of the reporting period, detailing: tonnage of recycling

- B. Annual reports each January on the status of the terms and conditions of this Contract and any points that need to be addressed, including safety reports, incident reports, customer Grievance reports.

10. Gross Vehicle Weight Limits

Contractor specifically reserves the right to adjust the size of Commercial containers and the frequency of collections of such containers if Contractor determines that hauling an individual roll-off container will cause Contractor to exceed its maximum license limits as approved by State of Texas for gross vehicle weight ("GVW"). In such instances, Contractor shall give notice to the Customer and adjust the size of said containers and/or the frequency of service to achieve compliance with GVW limits. For all GVW pounds in excess of 54,000 pounds, Contractor may charge the Commercial Customer two and one-half (2.5) times the standard disposal fee.

11. State, Local, and Federal Regulations

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States or this State, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulations for the protection of its inhabitants. The Contractor is subject to the provisions of chapters 49, 51 and 53 of the Texas Water Code, state statutes and the Texas Constitution.

12. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all required taxes.

13. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height.

14. Non-collection Notice and Follow-Up

- A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers, Contractor shall refrain from collecting all or a portion of such refuse and will notify the City and the owner or occupant thereof within 24 hours thereafter of the reason for such non-collection.
- B. Where the City is notified by an owner or occupant that refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the City investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twenty four (24) hours after a collection order is issued by the City.

15. Remuneration

The City shall provide billing and bill collection services for Residential Customers during the term of this Contract. The City shall pay for services hereunder in accordance with the "Rate Agreement Schedule" attached hereto as Exhibit A, by the last day of the month following the month of service. Payment to be calculated by multiplying the month-end house counts by the applicable refuse and recycle rate. Not later than the 5th day of each calendar month during the Term of this Contract, Contractor shall obtain from **the City** a count of Residential Units billed for collection services in the prior calendar month with a subtotal of Residential Customers and additional trash/recycle carts. The rates charged by Contractor hereunder are subject to annual adjustment as set forth in Exhibit A beginning on January 1, 2024. Contractor shall make a written request for any such adjustment no later than 30 days prior to the date on which the adjustment is intended to take effect. Such request shall be accompanied by supporting materials evidencing the basis for such adjustment. The City consent to any requested annual rate adjustment shall not be unreasonably withheld or denied. The City will pay contractor for residential service (refuse and recycle)

16. Rate Adjustment Model and Revenue Sharing Model

ANNUAL ADJUSTMENT MODEL

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective on January 1, 2024, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Cost

Adjustment is not based on service performance and will not be unreasonably withheld or denied.

CPI (see System Chart for %)

The basis for the CPI component of the annual increase will be the increase in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on January 1, 2024, the Base or previous CPI index will be the most recent index published October 31, 2022, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract start date. For subsequent years the Base CPI will be the previous year’s “Current Index Value” and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

CNG FUEL (see System Chart for %)

The Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on January 1, 2024, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending October 31, 2022. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract start date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the GARLAND Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on January 1, 2024, the Base or Previous Disposal Index will be the Landfill gate rate effective on December 1, 2022. The Current Disposal Index will be the GARLAND Landfill gate rate in effect on November 20, 2023. For all subsequent years of the contract the Base or Previous Index value will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the GARLAND Landfill gate rate in effect one month prior to the current years contract anniversary date. In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill’s rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new Landfill.

SYSTEM CHART

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	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	69%	58%	0%	70%	85%
CNG Fuel	3%	4%	0%	5%	5%
Disposal	28%	38%	100%	25%	10%
Total	100%	100%	100%	100%	100%

EXAMPLE (Recycle)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	85%	217.487	220.097	2.610	1.20%	1.02%
CNG Fuel Cost	5%	\$2.914	\$2.987	\$0.073	2.51%	0.13%
Disposal Cost	10%	\$20.00	\$20.40	\$0.40	2.00%	0.20%
Annual Adjustment	100%					1.35%

17. Books and Records

The City and Contractor agree to maintain at their respective places of business adequate books and records, including financial records, relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other party or the party's designated representative, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

18. Contractor as Independent Contractor of McLendon-Chisholm

Contractor shall have control over and be solely responsible for the actions of its employees and agents during the performance of services under this Contract. Contractor assures the City that the actions of Contractor's employees shall be in the best interests of the City and its citizens. Contractor and its employees and agents are independent contractors of the City and not employees or agents of the City.

19. Term

The term of this Contract shall be five (5) years beginning January 1, 2024 through midnight, December 31, 2028, with successive five (5) year renewal terms without further action of either party. Should either party desire not to renew and extend the contract for an additional five-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract.

20. Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: City of McLendon-Chisholm
Attn: City Secretary
1371 West FM 550
McLendon-Chisholm, TX 75032

If to Contractor, at: Community Waste Disposal, LP
2010 California Crossing Road
Dallas, TX 75220
ATTN: Greg Roemer, President, CWD

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

21. Force Majeure

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, fire, or act of God. Contractor shall give notice to City of a force majeure event within three days of the occurrence of the event, but no later than noon on a missed collection day.

22. Liability Insurance

Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverage:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability	\$1,000,000	\$5,000,000

Bodily Injury		
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000
Environment Impairment	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

23. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

24. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Dallas County, Texas.

25. Performance Bond

Contractor shall deliver to the City a performance bond in the amount of \$100,000.00 executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall well, truly and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by Contractor to the City or Landfills, and Contractor shall fully indemnify and save harmless the City from all costs and damage which the City may suffer by Contractor's failure to pay such amounts owed, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Contract. The performance bond shall be in a form reasonably acceptable to the City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to the City on an annual basis for the Term of the Contract.

Signature Page

CITY/PARTY NAME

By its: _____

ATTEST:

COMMUNITY WASTE DISPOSAL, LP
By its: General Partner, CWD Management, Inc.

Page 16 of 19

Greg Roemer, President

ATTEST:

DRAFT

EXHIBIT A
Service Summary & Rate Agreement Schedule

A. Service Summary

Trash – 1xWeek collection of CWD provided 95-gallon polycart – all items placed in bags inside the CWD cart.

Recycle – 1xWeek collection of CWD provided 95-gallon polycart – all items placed loosely inside the CWD cart

Bulk & Brush – 1xWeek collection of up to one (1) cubic yards of bulky waste and/or brush
One Annual X-treme Green Event (Household Hazardous and Electronic Waste Dropoff

Contractor shall charge the following rates for services performed herein. Note: All rates are shown as per home per month and are net to contractor and are exclusive of the City – additional fees, costs and charges.

B. RATES:

Schedule A – Rates are provided on the following page. These rates will be adjusted according to the Annual Cost Adjustment Model on January 1, 2024.

McLendon-Chisholm Solid Waste Collection and Recycling Services	Jan 2022 Net Rate to CWD	Jan 2022 Customer Rate	CPI Adjustment	Diesel Fuel Adjustment	Disposal Adjustment	Total Adjustment	Jan 2023 Net Rate to CWD	Jan 2023 Customer Rate
			8.00%	49.93%	0.00%			
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness 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.</i>								
Residential Collection								
	Percent of Adjustment		48%	20%	32%			
Residential Single Family Trash Rate (once a week) (once per week collection of up to 1cy of bulk/brush)	\$17.64	\$15.88	\$0.61	\$1.59	\$0.00	\$2.20	\$18.08	\$20.09
Additional Residential Trash Cart Pricing (each)	\$7.86	\$7.07	\$0.27	\$0.71	\$0.00	\$0.98	\$8.05	\$8.94
	Percent of Adjustment		69%	20%	11%			
Residential Recycling Rate (once a week)	\$7.86	\$7.07	\$0.39	\$0.71	\$0.00	\$1.10	\$8.17	\$9.08
	Percent of Adjustment		48%	20%	32%			
Residential X-treme Green Event	\$1.12	\$1.01	\$0.04	\$0.10	\$0.00	\$0.14	\$1.15	\$1.28
	Percent of Adjustment		48%	20%	32%			
Special Collection Rate for Collection of Unusual Accumulations	\$19.67	\$17.70	\$0.68	\$1.77	\$0.00	\$2.45	\$20.15	\$22.39
	Percent of Adjustment		100%	0%	0%			
Replace lost/stolen Recycle Cart (each)	\$89.43	\$80.49	\$6.44	\$0.00	\$0.00	\$6.44	\$86.93	\$96.59
Disaster Management Rates								
	Percent of Adjustment		80%	20%	0%			
Roll off Truck and Container (per haul) *	N/A	\$296.84	\$19.00	\$29.64	\$0.00	\$48.64	\$345.48	N/A
Rate per Hour - Grapple Truck *	N/A	\$186.94	\$11.96	\$18.67	\$0.00	\$30.63	\$217.57	N/A
Rate per Hour - Rear Loader with Crew *	N/A	\$186.94	\$11.96	\$18.67	\$0.00	\$30.63	\$217.57	N/A
	Percent of Adjustment		0%	0%	100%			
* Disposal (per ton)	N/A	\$43.45	\$0.00	\$0.00	\$0.00	\$0.00	\$43.45	N/A

Commercial Cart								
	Percent of Adjustment	48%	20%	32%				
First Trash Poly-Cart (once a week service)	\$32.79	\$29.51	\$1.13	\$2.95	\$0.00	\$4.08	\$33.59	\$37.32
Price for Each Additional Trash Poly-Cart	\$26.22	\$23.60	\$0.91	\$2.36	\$0.00	\$3.27	\$26.87	\$29.86
Front Load Commercial Trash Container Services								
	Percent of Adjustment	57%	13%	30%				
2 Cubic Yard Container								
One time per week	\$128.93	\$116.04	\$5.29	\$7.53	\$0.00	\$12.82	\$128.86	\$143.18
3 Cubic Yard Container								
One time per week	\$142.52	\$128.27	\$5.85	\$8.33	\$0.00	\$14.18	\$142.45	\$158.28
4 Cubic Yard Container								
One time per week	\$151.57	\$136.41	\$6.22	\$8.85	\$0.00	\$15.07	\$151.48	\$168.31
6 Cubic Yard Container								
One time per week	\$178.76	\$160.88	\$7.34	\$10.44	\$0.00	\$17.78	\$178.66	\$198.51
8 Cubic Yard Container								
One time per week	\$199.41	\$179.47	\$8.18	\$11.65	\$0.00	\$19.83	\$199.30	\$221.44
Extra Pick-Ups and Reloads								
2 cu. Yd. Containers	\$43.63	\$39.27	\$1.79	\$2.55	\$0.00	\$4.34	\$43.61	\$48.46
3 cu. Yd. Containers	\$44.92	\$40.43	\$1.84	\$2.62	\$0.00	\$4.46	\$44.89	\$49.88
4 cu. Yd. Containers	\$46.20	\$41.58	\$1.90	\$2.70	\$0.00	\$4.60	\$46.18	\$51.31
6 cu. Yd. Containers	\$48.78	\$43.90	\$2.00	\$2.85	\$0.00	\$4.85	\$48.75	\$54.17
8 cu. Yd. Containers	\$50.04	\$45.04	\$2.05	\$2.92	\$0.00	\$4.97	\$50.01	\$55.57
Commercial Special Services								
	Percent of Adjustment	100%	0%	0%				
Container Inside Four Side Enclosures - Per Pick-Up, Per Container	\$4.48	\$4.03	\$0.32	\$0.00	\$0.00	\$0.32	\$4.35	\$4.83
Caster - (<4 cu. Yd.) Per Pick-up, Per Container	\$4.48	\$4.03	\$0.32	\$0.00	\$0.00	\$0.32	\$4.35	\$4.83
Locks - Per Pick Up, Per Container	\$4.48	\$4.03	\$0.32	\$0.00	\$0.00	\$0.32	\$4.35	\$4.83
One Container Inside Gated Property - Per Pick-Up, Per Container	\$4.48	\$4.03	\$0.32	\$0.00	\$0.00	\$0.32	\$4.35	\$4.83
Two Containers Inside Gated Property - Per Pick-Up, Per Container	\$2.98	\$2.68	\$0.21	\$0.00	\$0.00	\$0.21	\$2.89	\$3.21
Three or More Containers Inside Gated Property - Per Pick-Up, Per Container	\$1.50	\$1.35	\$0.11	\$0.00	\$0.00	\$0.11	\$1.46	\$1.62
Open Top Rolloff Containers								
	Percent of Adjustment	80%	20%	0%				
Delivery - weekday	\$232.88	\$209.59	\$13.41	\$20.93	\$0.00	\$34.34	\$243.93	\$271.03
Delivery - weekend	\$270.66	\$243.59	\$15.59	\$24.32	\$0.00	\$39.91	\$283.50	\$315.00
Trip Charge (Dry Run) - weekday	\$232.88	\$209.59	\$13.41	\$20.93	\$0.00	\$34.34	\$243.93	\$271.03
Trip Charge (Dry Run) - weekend	\$270.66	\$243.59	\$15.59	\$24.32	\$0.00	\$39.91	\$283.50	\$315.00
	Percent of Adjustment	100%	0%	0%				
Weekly Rental	\$41.73	\$37.56	\$3.00	\$0.00	\$0.00	\$3.00	\$40.56	\$45.07
Monthly Rental	\$178.87	\$160.98	\$12.88	\$0.00	\$0.00	\$12.88	\$173.86	\$193.18
	Percent of Adjustment	37%	13%	50%				
30 Cubic Yard Per Haul - weekday ** +	\$519.58	\$467.62	\$13.84	\$30.35	\$0.00	\$44.19	\$511.81	\$568.68
30 Cubic Yard Per Haul - weekend ** +	\$559.01	\$503.11	\$14.89	\$32.66	\$0.00	\$47.55	\$550.66	\$611.84
	Percent of Adjustment	0%	0%	100%				
** Plus Disposal Per Ton if over 8,000 lb.'s	\$47.78	\$43.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.00	\$47.78
+ Excess Payload for Trucks Over 27 Tons	\$122.11	\$109.90	\$0.00	\$0.00	\$0.00	\$0.00	\$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



**CITY OF McLENDON-CHISHOLM
PLAT APPLICATION**



RECEIVED

9/7/23
2

Application Date: 8/30/2023

Items Submitted. Check all that Apply:

- ☐ Preliminary Plat: \$175 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☒ Final Plat: \$150 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☐ Replat/ Amended Plat: \$150 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☒ Digital Copy of Submitted Plat/Plan (required)
- ☐ Site Plan
- ☐ Concept Plan
- ☐ Planned Development
- ☐ Vacation of Plat

General Information:

Addition Name (if platted): PA Bills Hills Parker addition Current Zoning: Res.

No. of Acres: 1 1/2 No. of Lots: 1 Proposed Zoning: Res.

General Location of Property: 499 Stevens Rd Rockwall Tx 75126

Proposed Use for Property: homesite

Applicant Name: Aaron Parker

Company: _____

Address: 1628 Luckenbach Dr City, State, Zip: Forney TX 75126

Phone(s): 214-243-7830 Email: atp7829@yahoo.com

Owner Name: PA Bills Hills c/o Aaron Parker

Address: 1628 Luckenbach Dr City, State, Zip: Forney TX 75126

Legal Description of the Property: 1 1/2 acres out of 6.938 acres of land

County Parcel ID: _____

Other Information: _____

Development Fees

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the City will provide a one-hour or 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per property.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the City prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to applicant within 60 days of project conclusion.

ALL Consulting Costs - Includes City Planning, City Engineer, City Attorney and any other outside consultant costs incurred by the City. All outstanding fees must be paid by the applicant prior to their application being placed on the agenda of the Planning & Zoning Commission, City Council or BOA. Consultants invoice the City monthly after work is completed, so it is possible for plat applicants to receive notice of outstanding fees after a plat has been considered. The City will invoice for any remaining consulting charges. Building permits be not be issued with fees outstanding.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$ 170 to cover the cost of this application, and an initial deposit of \$ — for consulting fees has been paid to the City of McLendon-Chisholm on this 30th day of August, 2023.

Further, I hereby certify that I understand and agree to the development and consulting fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning & Zoning Commission and/or City Council.

Signature of Applicant: _____

City Secretary: _____





CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: September 21, 2023

APPLICANT: Aaron Parker
1628 Luckenbach Place
Forney, Texas 75126

PROPERTY OWNER: PA Bills Hills
1628 Luckenbach Place
Forney, Texas 75126

REPRESENTATIVE: Aaron Parker

LOCATION: 1.5 acres of land located at 499 Stevens Road, McLendon-Chisholm ETJ.
Rockwall CAD PID#29177

CITY COUNCIL MEETING DATE: September 26, 2023

Note: Full sized copies of the final plat are available at City Hall for inspection.

This application is located within the extra territorial jurisdiction of McLendon-Chisholm.

The City Council has one of three possible recommendations to make: Approval; Approval with conditions [the conditions must be specific citing the portion of the Subdivision Regulations with which the application fails to comply; or disapproval. [If disapproved, the specific sections of the Subdivision Regulations not complying with the code must be cited].

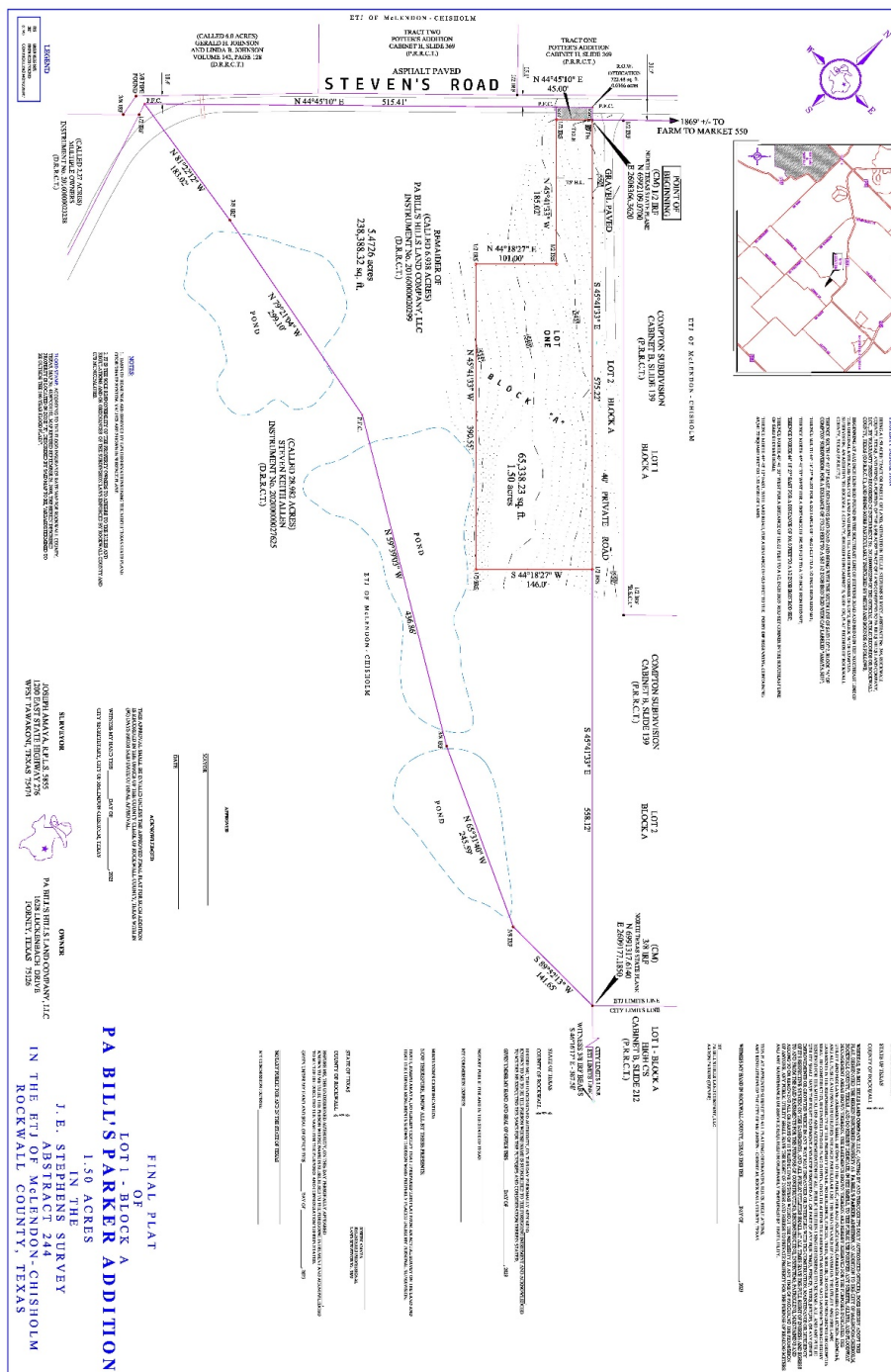
REQUEST:

The applicant is requesting approval of a final plat for a 1.5 acre tract of land to create a building site. Rockwall County requires a minimum lot size of 1.5 acres of land for an on-site sanitary sewer facility.

PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval.

STAFF RECOMMENDATION: Approval

[note: full sized copies of the preliminary plat are available at City Hall for inspection]



BACKGROUND INFORMATION:

The preliminary plat was approved by the City Council earlier this year. Following the approval of the preliminary plat, Rockwall County requested a right of dedication along the new lots' frontage on Stevens Road, the owner agreed to the dedication and the final plat shows the additional right of way dedication of a little over 16 feet. There was also an encroachment of a stock tank in the new lot that made the useable acreage less than the 1.5 acres of land required by the Inter local agreement between McLendon-Chisholm and Rockwall County, so the final plat was drawn to exclude any portion of the stock tank.

This application complies with the McLendon-Chisholm Subdivision Regulations and conforms to the requirements of the ILA.

Thoroughfares/streets:

Stevens Road is local street.

THIS AREA INTENTIONALLY LEFT BLANK

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM TEXAS, GRANTING TO SIENERGY, L.P. A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of McLendon-Chisholm Texas (hereinafter referred to as "City"), finds that it is in the best interest of the City to adopt a franchise ordinance allowing SiEnergy, L.P., ("SiEnergy" or "Company") to furnish and supply gas to the general public in the City, and to transport, deliver, sell, and distribute gas in, out of, and through said municipality for all purposes.

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

SECTION I. Grant of Franchise, Term, and Use

(A) City hereby grants to Company and its successors and assigns, subject to Section XIV herein, the right, privilege and franchise, and City's consent, to use and occupy the present and future Public Right-of-Way of the City for the purpose of constructing, operating, maintaining, removing and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the City, and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined herein) and ends on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice is given by either party hereto to the other not less than six (6) months before the expiration of this Ordinance, it shall be automatically renewed for up to two (2) additional terms of five (5) years each on the same terms and conditions as set forth herein.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the City.

(D) By entering into this Ordinance, the City does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the City. Likewise, Company's acceptance of the terms of this Ordinance shall in no way affect or impair Company's rights, obligations or remedies under any federal, state or local law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the City, including adoption of ordinances by the City, that Company believes is contrary to this Ordinance or any federal, state or local law or regulation.

SECTION II. Definitions

- (A) "City" shall mean the City of McLendon-Chisholm, Texas
- (B) "Company" shall mean SiEnergy, L.P. and its successors and assigns, but does not include a SiEnergy affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XIV herein.
- (C) "City Manager" shall mean the City Manager of the City or his or her designee.
- (D) "Gross Revenues" shall mean the operating revenue for the sale of gas after the Effective Date to the Company's customers within the corporate boundaries of the City pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:
 - (1) all revenues derived, directly or indirectly, from the sale of gas to all classes of customers in the City (excluding gas sold to another gas utility in the City for resale to its customers within the City);
 - (2) all revenues derived from the transportation of gas through the System of Company within the City to customers located within the City (excluding gas transported to another gas utility in the City for resale to its customers within the City);
 - (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the City). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in "Inside FERC's Gas Market Report" under "Delivered Spot-Gas Prices" (or a successor publication or another publication agreed upon by City and Company) as reasonably near the time as the transportation service is performed;
 - (4) franchise fees paid pursuant to Section X of this Ordinance, revenues from non-utility and non-regulated services or products, revenues billed but not ultimately collected or received by Company, and the following "miscellaneous charges:"
 - (a) charges to connect, disconnect, or reconnect gas,
 - (b) charges to handle returned checks from consumers within the City, and

(c) State gross receipts fees.

“Gross Revenues” shall not include:

- (i) the revenue of any Affiliate or subsidiary of Company;
- (ii) other than fees specifically included within the definition of Gross Revenues and franchise fees payable pursuant to Section X below, any taxes or fees required to be remitted to a third party including the City;
- (iii) interest or investment income earned by Company;
- (iv) monies received from the lease or sale of real or personal property;
- (v) amounts billed or collected from Company’s customers for refundable fees and deposits;
- (vi) State or federal grants, credits or reimbursements;
- (vii) sales of gas for resale or to wholesale customers;
- (viii) reimbursements for damage to, or relocation of, any part of the System;
- (ix) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup;
- (x) revenues billed but not ultimately collected or received by the Company; and
- (xi) payments received for contributions in aid of construction performed within the City, including but not limited to, builder contributions, under contracts entered into after the Effective Date.

(E) “Person” shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the City or any employee, agent, servant, representative, or official of the City.

(F) “Public Right-of-Way” shall mean public streets, alleys, highways, bridges, public easements, public places, thoroughfares and sidewalks of the City, as they now exist or may be hereafter constructed or extended within the corporate limits of the City.

(G) “System” or “System Facilities” shall mean all of the Company’s pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the City.

(H) “Transport Customer” shall mean any Person for which Company delivers gas through the System of Company within the City for delivery or consumption within the City.

(l) "Affiliate" shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

SECTION III. Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company's System shall be initially constructed so as not to unreasonably interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore all thoroughfares and other surfaces which it may disturb.

(B) Permits

- (1) Company's facilities shall not unreasonably interfere with City-owned public works facilities and with vehicular and pedestrian use of Public Right-of-Way.
- (2) Company shall not be required to submit a permit application for the placement of facilities outside of the Public Right-of-Way, however, Company shall provide detailed drawings, in accordance with Company's customary practice, reflecting Company's installations on private property to the extent necessary for City to verify compliance with City ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.
- (3) Company shall submit a permit application to City for the placement of new facilities, for upgrade or augmentation of existing facilities, or for replacement of existing facilities in the Public Right-of-Way. Such permit application shall include:
 - (a) complete plans and detailed drawings reflecting compliance with all applicable zoning, development, and building requirements of the City; and
 - (b) all additional information requested by City reasonably related to the permit request.
- (4) Except as otherwise provided in this Section III(B), following the submission of a permit application described herein, notice of City's approval or denial of Company's request for a permit shall be provided in accordance with City's usual procedures for processing of permit applications.
- (5) City shall endeavor to complete its review of Company's application within thirty (30) days after City's receipt of the permit application. Prior to the expiration of the said thirty (30) day period, City shall request any additional information that is necessary to complete its review of Company's application. City shall issue a decision regarding Company's

permit application within fifteen (15) days after receipt of the additional information. If the additional information is not sufficient to complete the review of Company's application, the City may request additional information. City shall issue a decision regarding the application within fifteen (15) days after receipt of all additionally requested information.

- (6) If City has not approved or denied Company's request for a permit within:
- (a) Thirty (30) days after receipt by City of the permit application (if no additional information was requested by City), or
 - (b) The timeline established in Section III(B)(5) after receipt by City of all additional information requested by City reasonably related to the permit request,

then upon written request by Company, the City's department director in charge of the permit process shall, within fifteen (15) days after such written request, approve (and issue) the permit or deny the permit application in question.

- (7) Company may proceed with the placement of the facilities described in its permit application if written notice of City's approval or denial of Company's request for a permit is not provided within the timeline pursuant to Section III(B)(6) above.
- (8) A permit application approved by the City shall be valid for a period of time consistent with the amount of time reasonably required and submitted in the permit application for the Company to perform the work described in the permit application. City shall grant an extension of such time as reasonably required to complete such work upon City's receipt of Company's request in writing for such an extension, but in no case shall the extended period exceed six (6) months from the date of such written request.

(C) Company shall install, maintain, construct, operate, remove and replace its facilities in accordance with applicable City ordinances and to not unreasonably interfere with traffic. In determining the location of new facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Right-of-Way to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the City, the Company shall minimize interference with then-existing or documented planned underground structures of the City or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of City or other users of Public Right-of-Way within Public Right-of-Way which the parties involved have been unable to resolve through their good faith efforts, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject however to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Right-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company.

(E) The City's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. City shall notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the approximate condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Right-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other users of the Public Right-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the reasonable cost of such repair or restoration. Except for repairs, day-to-day maintenance, or in cases of emergency conditions, work conducted within the Public Right-of-Way shall require an approved permit issued by the City prior to commencement of work. In no instance shall Company be required to pay fees or bonds related to its use of the Public Right-of-Way.

(G) The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as storm water, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.

(H) If City, in constructing, reconstructing, improving, widening, or straightening its Public Right-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Right-of-Way required by the Americans with Disabilities Act, should request that Company remove or relocate its mains, laterals, and other System Facilities lying within Public Right-of-Way, Company shall do so at its own expense for System Facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Company and City shall jointly determine whether System Facilities are in conflict and the extent that the proposed City facilities are determined by City and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable City ordinances.

Company shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Company

(I) When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Right-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included by City in any application by City for reimbursement if Company submits its cost and expense documentation to City prior to the filing of the application. City shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City for City to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities. If Company is required by City to remove or relocate its mains, laterals, or other System Facilities lying within Public Right-of-Way to accommodate a private developer or for projects whose primary purpose is beautification or for any reason other than the construction, reconstruction, improving, widening, or straightening of its Public Right-of-Way, sewers, drainage, water lines, or other utilities by City, Company shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by City without reimbursement from City, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and/or federal law. Notwithstanding the foregoing, the City shall have the right to request other project documentation to the full extent provided by state law.

(K) If City abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section XX, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for relocating its System from such Public Right-of-Way, as directed by City. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting

the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) Upon request by City made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. Laying of Lines in Advance of Paving

(A) Whenever City shall conclude to pave any Public Right-of-Way in which Company's System Facilities already exist or in which Company may propose to install its System Facilities, Company will be provided the opportunity, at no expense to City, in advance of such paving to modify such System Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, next to the property lines where buildings are already located.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of Public Right-of-Way, City shall give Company written notice of the intention of City to pave any such Public Right-of-Way. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the City. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the City's discretion, if Company has promptly notified the City of the circumstances that have caused the delay and has requested an extension of the construction period. City shall grant the extension unless withheld for good cause.

SECTION V. Liability Insurance

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

(A) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for a warranty period of 2 years,
- (2) Personal and advertising injury,
- (3) Contractual liability, and
- (4) Explosion, collapse, or underground (XCU) hazards.

(B) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.

(C) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers' compensation claims.

(D) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

SECTION VI. Installation of Meter

If a meter is to be installed in or near the Public Right-of-Way, Company agrees to discuss with the City's representative the aesthetics of the meter placement and to accommodate the request of City to the maximum extent possible. If City requests a meter upgrade, Company will comply so long as City reimburses Company for the reasonable costs incurred by Company in changing meters. In no event, however, shall underground meters be required.

SECTION VII. Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules, or rates, and charges and service rules and regulations applicable to the City. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by law.

SECTION VIII. Extensions of Mains

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION IX. Non-Exclusive Use

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and City hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for City and the inhabitants thereof.

SECTION X. Franchise Fee and Payment

(A) In consideration of the privilege granted by the City to Company to use and occupy the Public Right-of-Way in the City for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to City, and City agrees to accept, a franchise fee in an amount equivalent to [] percent ([]%) of the Company's Gross Revenues as defined in Section II(D). The initial payment shall be paid to the City by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property and Company's separate obligation to reimburse the City for street repairs in accordance with this Ordinance. Should City not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges, then City agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges.

(D) If Company fails to pay when due any payment provided for in this Section X, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by City.

(E) SiEnergy Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the City a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) City agrees that it will take no action, nor cause any other person or entity

to take any action, to prohibit the recovery of such franchise fees by the Company.

(F) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this Section X, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(G) Within thirty (30) days after receipt of a request by Company following the effective date of this Ordinance, the City shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of the City. Within thirty (30) days after City annexes property into, or de-annexes property from, the territory of City, City shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of such annexed or de-annexed property. Within sixty (60) days, or such additional time as mutually agreed to by the City and Company, after Company's receipt of (i) written notice from the City that the City has annexed territory into the City and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the City. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are in any area de-annexed by City shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XI. Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for payments of Gross Revenues associated with this Ordinance for not less than five years.

(B) Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days written notice from the City. The City's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Company is and has been complying with the terms of this Ordinance. If such an examination reveals that Company has underpaid the franchise fee to City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and, if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section X(D). The cost of the audit shall be borne by City unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the City by Company. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance. Company agrees to maintain the Records in an accessible location.

(C) Any information that is not required by law to be made public shall be kept confidential by City. The City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information to allow Company adequate time to pursue

available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION XII. Renegotiation

If either the City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Ordinance.

SECTION XIII. Termination

(A) The City, in accordance with subsection (B) below, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Ordinance (an "Event of Default").

(B) **Uncured Events of Default.**

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIII(C).
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIII(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies pursuant to Section XIII(C).

(C) **Remedies.** Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIII(B), which notice shall specify the alleged failure with reasonable particularity, the Company shall, within the time periods specified in Section XIII(B) or such longer period of time as may be agreed to by the City, either cure such alleged failure or, in a written response to the City, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the City determines that an unexcused "Uncured Event of Default" has occurred, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIII(C). City shall notify Company in writing at least thirty (30) business days in advance of the City Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the City Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XIV. Successors and Assigns

Company's rights under this Ordinance shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the City sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the City's approval thereof, if required, shall authorize the City to treat such assignment or transfer as an Uncured Event of Default and immediately implement the provisions of Section XIII, including the right to terminate the franchise granted herein.

SECTION XV. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received if: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the City:

City of McLendon-Chisholm
Attention: City Administrator
1371 W FM 550
McLendon-Chisholm, Texas 75032

If intended for the Company:

SiEnergy, L.P.
Attention: Chief Executive Officer
13215 Bee Cave Pkwy, Suite B-250
Bee Cave, Texas 78738
Travis County, Texas

SECTION XVI. Severability; Amendment; Ordinance Controlling

It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the City expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the City. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the City's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVII. Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby, or the liabilities or obligations imposed hereunder shall be in the State District Court of Rockwall County, Texas.

SECTION XVIII. No Waiver

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance

shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XIX. Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XX. Acceptance; Effective Date

To accept the franchise granted herein, the Company must evidence its written acceptance of the terms and conditions of this Ordinance by executing and delivering to the City, within thirty (30) days after the City provides written notice to Company of the final adoption of this Ordinance by the City, a letter in the form of Exhibit A attached hereto and incorporated herein. Upon and subject to such written acceptance, this Ordinance shall become effective as of the first day of the calendar month that is not less than sixty (60) days after the final adoption of this Ordinance by the City (such date being the “Effective Date”).

PASSED AND APPROVED ON THIS THE 26th DAY OF SEPTEMBER 2023.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

EXHIBIT "A"

SiEnergy, L.P. Acceptance of Franchise Ordinance

[DATE]

City of _____, Texas
Attention: City Secretary

RE: SiEnergy, L.P. Gas franchise; Ordinance No. _____

This letter certifies that SiEnergy, L.P. accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. _____, a copy of which is attached hereto as Exhibit A.

SIENERGY, L.P.

By: _____

Printed Name: _____

Title: _____



**CITY OF McLENDON-CHISHOLM
PLAT APPLICATION**



Application Date: 6/6/23

Items Submitted. Check all that Apply:

- ☒ Preliminary Plat: \$175 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☐ Final Plat: \$150 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☐ Replat/ Amended Plat: \$150 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☐ Digital Copy of Submitted Plat/Plan (required)
- ☐ Site Plan
- ☐ Concept Plan
- ☐ Planned Development
- ☐ Vacation of Plat

General Information:

Addition Name (if platted): Meraki Phase 1A (Proposed) Current Zoning: N/A - ETJ

No. of Acres: 16.048 No. of Lots: 25 Proposed Zoning: N/A - ETJ

General Location of Property: Intersection of FM 548 and Mann Road

Proposed Use for Property: Single Family Residential

Applicant Name: Colton Smith

Company: Spiars Engineering and Surveying, Inc.

Address: 765 Custer Road City, State, Zip: Plano, TX 75075

Phone(s): 4697661778 Email: colton.smith@spiarsengineering.com

Owner Name: Tellus-Mann, LLC Contact: David Blom; Jutin Craig

Address: 130 N Preston Road, Suite 130 City, State, Zip: Prosper, TX 75078

Legal Description of the Property: Ruth Peckum, 183.0 Acres; Ruth Peckum, 222.123 Acres; Ruth Peckum, 3.71 Acres, & House

County Parcel ID: 11030, 10984, 11029

Other Information: _____

Development Fees

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the City will provide a one-hour or 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per property.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the City prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to applicant within 60 days of project conclusion.

ALL Consulting Costs - Includes City Planning, City Engineer, City Attorney and any other outside consultant costs incurred by the City. All outstanding fees must be paid by the applicant prior to their application being placed on the agenda of the Planning & Zoning Commission, City Council or BOA. Consultants invoice the City monthly after work is completed, so it is possible for plat applicants to receive notice of outstanding fees after a plat has been considered. The City will invoice for any remaining consulting charges. Building permits be not be issued with fees outstanding.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$ 4,535 to cover the cost of this application, and an initial deposit of \$ 3,000 for consulting fees has been paid to the City of McLendon-Chisholm on this 9th day of June, 2023

Further, I hereby certify that I understand and agree to the development and consulting fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning & Zoning Commission and/or City Council.

Signature of Applicant: _____

Justin Gray
Rochelle Green

(Seal)

City Secretary: _____



Page 2 of 2

Plat Application Revised 01/28/2020



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: September 21, 2023

APPLICANT: Colton Smith
Spiars Engineering and Surveying, Inc.
765 Custer Road
Plano, Texas 75075

PROPERTY OWNER: Tellus-Mann, LLC.
130 N. Preston Road
Suite 130
Prosper, TX 75078

REPRESENTATIVE: Colton Smith

LOCATION: 16.048 acres of land located at the intersection of Mann Road and FM 548 Kaufman County, McLendon-Chisholm ETJ. Parts of KCAD PID# 11030, 10984, 11029

CITY COUNCIL MEETING DATE: September 26, 2023

This application is located within the extra territorial jurisdiction of McLendon-Chisholm.

The City Council has one of three possible actions to take: Approval; Approval with conditions [the conditions must be specific citing the portion of the Subdivision Regulations with which the application fails to comply; or disapproval. [If disapproved, the specific sections of the Subdivision Regulations not complying with the code must be cited].

REQUEST:

The applicant is requesting approval of a preliminary plat for a little over 16 acres of land for the development of a 25-lot residential subdivision with 9 open space/HOA Lots.

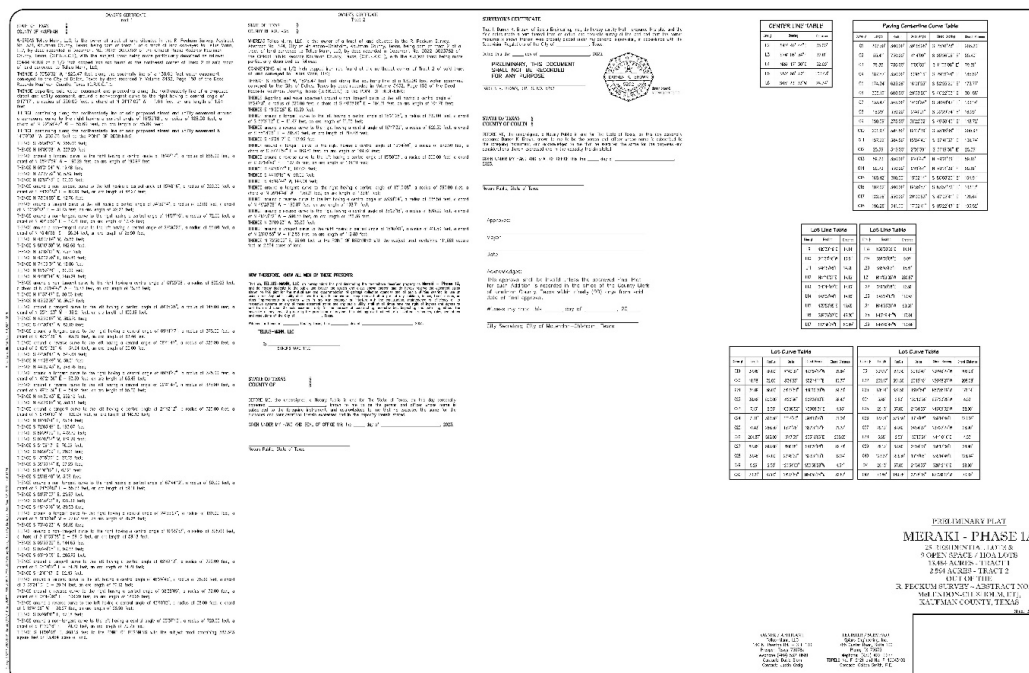
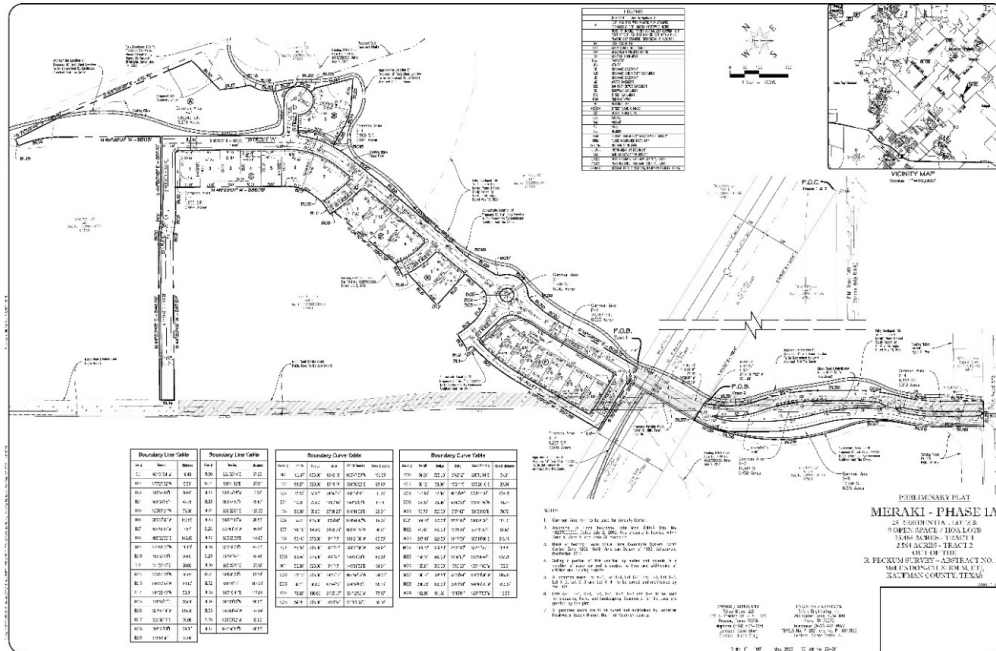
PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval.

The Planning and Zoning Commission recommended approval without conditions.

STAFF RECOMMENDATION: Disapproval, the proposed plat does not comply with the requirements of the City of McLendon-Chisholm subdivision regulations, specifically: Section 10.02.006, subsection (7)(A) Residential streets. Requires residential streets to have a minimum right of way width of 60 feet.

[note: full sized copies of the preliminary plat are available at City Hall for inspection]

Proposed Preliminary Plat



BACKGROUND INFORMATION:

The Tellus-Mann project is a large master-planned community containing 1,095 acres of land envisioning as many as 2,781 single-family detached homes, amenity center, an elementary school, a wastewater treatment facility, over 360 acres of open space and ponds, and over 10 miles of winding trails throughout the community.

This project is expected to be developed in a series of phases. This is part of the first phase of development. This initial preliminary plat approval allows the applicant to move forward with its negotiations with the City of Dallas where the main entry feature crosses a large City of Dallas aqueduct. A copy of the Conceptual Master Plan is included later in this report.

Thoroughfares/streets:

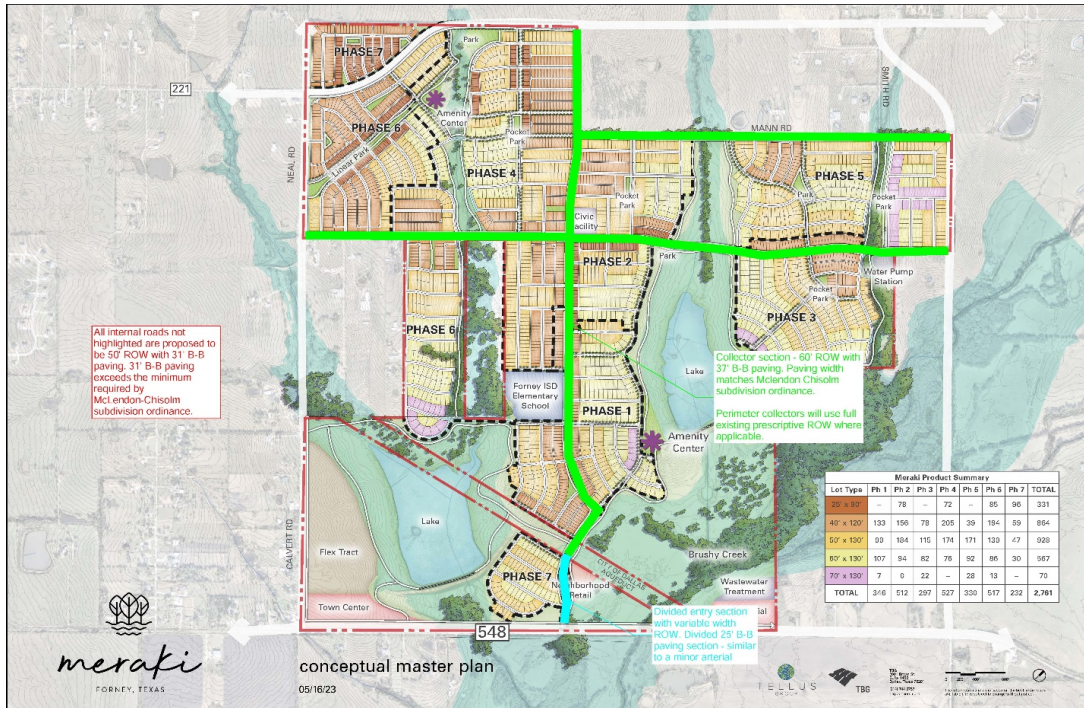
The main entrance to the subdivision is a divided 60 foot right of way with 30 feet of right of way on both sides of the entrance/exit to the subdivision. As the proposed main entry roadway progresses to the north and west, the right of way is no longer separated and is reduced to 50 feet. The McLendon-Chisholm Subdivision Ordinance requires a minimum width of right of way for a local street to be at least 60 feet. Section 10.02.006, subsection (7)(A) Residential streets. Requires residential streets to have a minimum right of way width of 60 feet. **[Note: There is a conflict within the McLendon-Chisholm Subdivision Regulations regarding the required right of way width for local streets. Within the main body of the regulations the requirement is a 60-foot right of way. In the Appendix [also part of the regulations] the standard is a 50 foot right of way. The applicant has chosen the 50 foot right of way requirements for the local streets within this master planned community.]**

While the applicant has designed the main entrance to this subdivision as a residential street with a substandard right of way width, the actual operation of this roadway will operate like a major collector. The McLendon-Chisholm Comprehensive Plan identifies Major Collector: "Major Collectors provide both land access service and traffic circulation around and between residential neighborhoods and commercial areas and can also provide main "to and through" in large developments or subdivisions. They differ from the Arterial system in that Collectors distribute trips from the arterials to the local street system and vice versa. Conversely, Collectors also take traffic from local streets in neighborhoods and channel it into the Arterial system. Collectors should accommodate short trip lengths, and do not typically extend across Arterial thoroughfares, except in certain circumstances, or carry a high percentage of through trips. These roadways can serve as a "relief valve" when the Arterial system is congested."

This proposed development is a large development and this roadway is the main transportation spine to that development. The concept plan for the development is included below. At full development the subdivision is proposed to contain no less than 2,761 homes, schools and retail. This roadway should be redesigned to conform to the standards for a collector street as defined in Section 10.02.006 (7)(B) Collector Streets having a minimum right of way width of 70 feet.

Section 10.02.004 of the McLendon-Chisholm Subdivision Ordinance provides the "Purpose, authority and jurisdiction" of the City to regulate, among other things, "adequate provision for traffic, light, air, recreation, transportation, water, drainage, sewage, and other facilities". I do not believe that a residential street provides for the adequate provision of traffic and transportation for a subdivision with the potential for over 2,700 homes, each home contributing 9.69 vehicle trips per day to the transportation system [roughly 26,000 trips per day].

NOTE: The applicant has provided the attached Thoroughfare Concept for the whole subdivision and the highlighted roadway section highlighted in bright green are to be collector sections with 60 feet of right of way and 37 feet of pavement. This concept and proposed design adequately addresses staff concerns regarding roadway capacity at full build out. The main entry to the subdivision is located at the current intersection of Mann Road and FM 548 and is shown on the graphic below as a bright blue roadway segment.



The applicant has initiated negotiations regarding fire protection for the district with the McLendon-Chisholm Fire Rescue Department.

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meraki
FOURNEY, TEXAS

conceptual master plan
05/16/23

TELLUS
786

Scale: 1" = 100'
North Arrow
Map Date: 05/16/23
Map By: Tellus



SHUPE VENTURA, PLLC
Attorneys and Counselors
9406 Biscayne Blvd. | Dallas, TX 75218

September 1, 2023

City of McLendon-Chisholm
Attn. Konrad Hildebrandt
City Administrator
1371 West FM 550
McLendon-Chisholm, TX 75032

Misty Ventura
214.328.1101
misty.ventura@svlandlaw.com

Re: Tellus Plat

Dear Mr. Hildebrandt,

This law firm represents Tellus-Mann, LLC in connection with the platting of the Meraki project in the City's extraterritorial jurisdiction. Enclosed is a new preliminary plat application. The enclosed application is not a resubmittal of a prior application, and as a new application, it is governed by the laws in effect on September 1, 2023, including HB 3699 (88th Texas Legislature). HB 3699 amends Chapter 212, Texas Local Government Code, and includes the following provision that prohibits the City from requiring Kaufman County's preferred right-of-way dedication on the enclosed plat application, as shown on the Kaufman County thoroughfare plan:

SECTION 12. Section 212.010, Local Government Code, is amended by adding Subsections (c), (d), and (e) to read as follows:

(c) The municipal authority responsible for approving plats may not require the dedication of land within a subdivision for a future street or alley that is:

(1) not intended by the owner of the tract; and

(2) not included, funded, and approved in: (A) a capital improvement plan adopted by the municipality; or (B) a similar plan adopted by a county in which the municipality is located or the state.

The enclosed plat complies with applicable requirements, and is required to be approved in accordance with law. Please contact me with any questions regarding this matter.

Sincerely,



Misty Ventura

cc: Mike Coker, City Planner
Michael Halla, City Attorney