



**AGENDA
CITY COUNCIL MEETING
TUESDAY, OCTOBER 24, 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. PROCLAMATION	
4.1. Domestic Violence Awareness Month	
5. CITIZEN COMMENTS	
6. CONSENT AGENDA	
6.1. Audit Engagement Letter	4 - 10
Staff Report	
Proposed Contract	
6.2. Financial Reports	11 - 26
Financials September 2023	
6.3. Fire/Rescue Report	27 - 30
Calls by District - September 2023	
Calls by Incident Type - September 2023	
6.4. Sheriff's Report	31 - 34
Sheriff's Report - September 2023	
6.5. Code Enforcement	35 - 38
Monthly Report - September 2023	
6.6. All American Dogs	39
Animal Control Report - September 2023	
6.7. Consider approval of the October 10, 2023, City Council Meeting Minutes	40 - 50
10.10.23 Minutes	

7. ITEMS FOR CONSIDERATION AND ACTION

- 7.1. Review / Action - Sonoma Verde - Water License Agreement 51 - 59
[Staff Report](#)
[Water License Agreement](#)
- 7.2. River Rock Development [Located in ETJ] Draft Development Agreement 60 - 67
(First Reading) and Overall Presentation
[Staff Report](#)
[Development Agreement](#)
[Fire Protection and Emergency Medical Services Agreement](#)
- 7.3. Discussion and action regarding appointing an additional member of the City Council to Water Committee. (Requested by Council Member McNeal)
- 7.4. Discussion and consideration of appointing a new Mayor Pro Tem (Requested by Council Member McNeal)
- 7.5. Discuss and consider a formal withdrawal of the application submitted by the City to the Public Utility Commission on September 29, 2023, and a cessation of any and all legal actions against RCH Water Supply Corp., including, but not limited to, the petition to be filed pursuant to Section 13.255 of the Texas Water Code. (Requested by Council Member Hoffman)
- 7.6. Discussion and possible action to require City Council to hold public budgetary workshop(s) in conjunction with publication of the first proposed budget of that year's budget beginning with the FY 2025 budget. The number of workshops and the date for each will be determined by vote of the City Council. (Requested by Council Member Tucker)
- 7.7. Presentation of McLendon-Chisholm Water Acquisition Project Notebook (Requested by Mayor Pro Tem Balkum)
- 7.8. Review of Ordinance 2016-09 - Code of Ethics (Requested by Mayor Pro Tem Balkum) 68 - 77
[Ordinance 2016-09 Code of Ethics](#)

8. UPDATES, DISCUSSION AND DIRECTION TO STAFF

9. 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.

- 9.1. Mayor Short
- 9.2. Mayor Pro Tem Balkum
- 9.3. Council Member McNeal
- 9.4. Council Member McLendon
- 9.5. Council Member Hoffman
- 9.6. Council Member Tucker
10. 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 on or before 5:00 p.m., October 20, 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

Staff Report

Date: October 24, 2023

Agenda Item: Consent Agenda: Annual Audit Process – Engagement Letter with the Auditing Firm of Murrey, Paschall & Caperton PC – Certified Public Accountants.

Fiscal Impact: Not to exceed \$12,950.

Background: The City of McLendon Chisholm, Texas is required by Texas State Law to complete an annual independent fiscal audit.

The city is required to have this independent audit completed within 180 days of the end of each fiscal year (March 31, 2024).

The auditing firm will present to the City Council this audit in a future City Council meeting.

This agenda item is to approve the 'engagement letter' and start the process.

Motion: Included in the Consent Agenda

Staff Representative: Konrad Hildebrandt, City Administrator

M **Murrey Paschall & Caperton PC**
Certified Public Accountants

October 9, 2023

To the Honorable Mayor and Members of the City Council

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

We are pleased to confirm our understanding of the services we are to provide the City of McLendon-Chisholm for the year ended September 30, 2023.

AUDIT SCOPE AND OBJECTIVES

You have requested that we audit the financial statements of the governmental activities, the business-type activities and each major fund, of the City of McLendon-Chisholm as of and for the year ended September 30, 2023, including the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to below when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require certain supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison information, be presented to supplement the City of McLendon-Chisholm's basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of McLendon-Chisholm's RSI in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Statement of Revenue, Expenditures, and Changes in Fund Balance-Budget and Actual (Non-GAAP Budgetary Basis)
- 3) Schedule of Changes in Net Pension Liability and Related Ratios
- 4) Schedule of Changes in OPEB Liability and Related Ratios

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of McLendon-Chisholm's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Although we have not completed all of our planning procedures for the current year, for similar entities we did identify the following significant risks of material misstatement:

- Risk of Management Override of Internal Controls
- Risk of Improper Revenue Recognition

If any new significant risks are identified as part of the current year planning procedures, they will be communicated to you in writing.

AUDIT PROCEDURES—COMPLIANCE WITH LAWS AND REGULATIONS

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City of McLendon-Chisholm's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit;
 - Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

OTHER NONATTEST SERVICES

We will assist in preparing the financial statements of the City of McLendon-Chisholm in conformity with U.S. GAAP based on information provided by you. We will also propose adjusting or correcting journal entries to be reviewed and approved by management. We will not assume management responsibilities on behalf of the City of McLendon-Chisholm. However, we will provide advice and recommendations to assist management in performing its responsibilities.

The City of McLendon-Chisholm's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitoring the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards including U.S. GAAS.
- The nonattest services are limited to the procedures previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

REPORTING

We will issue a written report upon completion of our audit of the City of McLendon-Chisholm's financial statements. Our report will be addressed to the Mayor and Members of the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

ENGAGEMENT ADMINISTRATION, FEES, AND OTHER

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

The audit documentation for this engagement is the property of Murrey Paschall & Caperton, PC, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner as necessary. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Murrey Paschall & Caperton, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory authorities or its designee. The regulatory authorities or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit on an agreed upon date and to issue our reports no later than December 31, 2023. Kyle Caperton is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, printing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$12,950. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Mayor and City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;

- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Murrey Paschall & Caperton, PC

Murrey Paschall & Caperton, PC

RESPONSE:

This letter correctly sets forth the understanding of the City of McLendon-Chisholm.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

City of McLendon Chisholm
General Fund Financial Summary
For the twelve months ended September 30, 2023
(Preliminary)

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	September 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	September 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
302 · Franchise Income	24,670	\$ 276,584	119%	\$ 232,000	\$ 20,978	\$ 237,973	103%	\$ 232,000
303 · Development Income	15,535	352,800	220%	160,000	600	98,224	144%	68,000
304 · Building Permit Income	74,277	692,522	71%	975,000	18,635	1,108,292	109%	1,015,375
305 · Municipal Court Income		3,100	- %	-	1,000	11,000	122%	9,000
306 · Interest Income	19,049	199,929	2272%	8,800	8,027	28,033	- %	23,110
307 · Sign Permit Income		-	- %			-	- %	-
308 · Septic Fees	10,000	30,825	257%	12,000	550	14,675	113%	13,000
309 · Food Enforcement	300	1,300	108%	1,200	350	1,400	117%	1,200
31001 · Sales Tax Revenue	84,107	851,583	87%	975,000	9,907	1,054,024	108%	977,930
31002 · Chp 380 Rebates	(21,730)	(244,740)	86%	(285,000)	16,538	(260,759)	92%	(284,630)
311 · PID Admin Expense Reimbursement		-	- %			-	- %	-
313 · Donations		200	- %		(100)	289	- %	-
314 · Copies Public Inf. Income	59	109	- %			-	- %	-
315 · Miscellaneous Income		7,371	- %			845	- %	-
317 · Ad Valorem Tax	-	715,605	105%	680,000	63	679,867	100%	679,195
318 · Tax Certifications		-	- %			-	- %	-
321 · Credit Card Fee Revenue	1,980	6,912	461%	1,500	58	1,266	96%	1,315
325 · Hotel Occupancy Tax		4,303	- %			943	- %	-
Transfer from Fire Capital Fund		-	- %			1,130,583	98%	1,152,550
Transfer from Unassigned Surplus			0%	500,000				
Total Revenue	\$ 208,246	\$ 2,898,402	89%	\$ 3,260,500	\$ 76,606	\$ 4,106,654	106%	\$ 3,888,045

City of McLendon Chisholm
General Fund Financial Summary
For the twelve months ended September 30, 2023
(Preliminary)

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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	23,276	217,439	112%	195,000	5,400	225,075	104%	216,755
41004 · Engineering Services - Development		31,050	97%	32,000		-		
41005 · City Planner Services - Development		36,782	110%	33,500		-		
41006 · Other Consultants - Development	5,701	25,880	88%	29,500		-		
41007 · Environmental & Health Inspect. Services	3,160	15,060	100%	15,000	810	9,555	101%	9,495
41008 · Animal Control	1,590	19,081	100%	19,000	1,590	19,080	100%	19,080
411 · Vehicle Expenses		316	63%	500	9	126	24%	525
412 · Supplies		2,599	65%	4,000	12	4,060	- %	4,000
418 · Membership Fees		3,089	154%	2,000	100	1,921	96%	2,000
422 · Public Notice Expense	824	8,769	117%	7,500	535	5,724	88%	6,510
423 · Community Functions		6,571	131%	5,000	1,000	2,506	166%	1,510
426 · Appraisal District Collection		12,115	95%	12,800		12,743	100%	12,745
429 · Street Lights	246	2,844	84%	3,400	234	2,799	82%	3,400
Total 400 Operating Expenditures	\$ 34,796	\$ 388,543	105%	\$ 370,200	\$ 9,690	\$ 290,132	103%	\$ 282,570
Occupancy Expenditures								
502 · Electricity	\$ 385	\$ 3,172	79%	\$ 4,000	\$ 330	3,441	82%	\$ 4,200
506 · Water	1,625	6,396	173%	3,700	268	4,603	132%	3,500
514 · Building Maint/Improvements	3,416	33,869	135%	25,000	373	24,513	111%	22,000
516 · Lawn Maintenance	1,278	10,547	84%	12,500	1,069	12,305	99%	12,371
520 · Telephone & Internet	1,157	14,312	136%	10,500	1,082	10,820	103%	10,520
522 · Website Expense	2,000	12,480	96%	13,000	2,000	12,480	100%	12,480
Total 500 Occupancy Expenditures	\$ 9,861	\$ 80,775	118%	\$ 68,700	\$ 5,122	\$ 68,163	105%	\$ 65,071

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(Preliminary)

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General & Administrative Expenditures								
603 · Citizen Recognition	-	300	15%	2,000	-	-	- %	-
604 · Municipal Manuals, Books & Maps		267	53%	500		-	- %	-
606 · Employee Costs	40,683	364,813	68%	540,000	33,408	335,497	106%	315,503
618 · Liability Insurance		8,900	100%	8,900		6,012	100%	6,012
619 · Software Subscriptions	1,147	20,435	76%	27,000	855	39,481	147%	26,904
621 · IT Support	1,733	21,718	171%	12,700	1,480	12,890	102%	12,610
622 · Office Supplies - City Hall	497	6,148	95%	6,500	915	6,383	106%	6,000
623 · Office Equipment	151	10,749	55%	19,500	151	2,733	127%	2,150
624 · Office Equip Maintenance	1,019	4,052	86%	4,700	3,433	7,255	173%	4,200
625 · Printed Materials		1,658	83%	2,000	2,160	4,638	232%	2,000
626 · Postage-City Hall	132	2,835	129%	2,200	100	1,232	86%	1,428
628 · Bank Fees	1,812	4,999	172%	2,900	192	2,969	98%	3,020
630 · Legal & Professional						-		
63001-Accounting & Payroll services	6,600	75,900	115%	66,000	5,000	60,000	100%	60,000
63002 - Financial Audit		12,950	86%	15,000		12,500	74%	17,000
63003 - Legal	8,555	58,669	130%	45,000	2,680	35,872	94%	38,000
63005 - City Planner	3,000	51,675	65%	80,000	4,005	68,250	109%	62,525
63005.1 - Comprehensive Plan		-	- %	-	250	6,229	104%	5,979
63008 - Consultants	255	19,636	23%	85,000	1,816	33,700	- %	29,500
63009 - Engineering		7,700	- %	-	1,000	3,250	- %	-
632 · Emergency Management		-	- %	-		-	- %	-
645 · Transcription Services		-	- %	-		-	- %	-
646 · Mileage Expense		89	89%	100		74	100%	74
647 · Council Meetings & Development		307	12%	2,500	112	2,307	110%	2,098
648 · Training		-	- %			-		
64801 · Administrative Training		1,335	19%	7,000	36	1,717	- %	1,637
64802 · City Council Training		4,874	122%	4,000		-	- %	-
649 · Expense Account - City Administrator		873	- %	2,000	151	203	405%	50

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(Preliminary)

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650 · Expense Account - Mayor	119	441	- %	1,000		88	175%	50
652 · Staff Appreciation	30	2,163	108%	2,000		207	110%	189
655 · Code of Ordinance		-	0%	500		-	- %	-
699 · Miscellaneous Expense	1,782	6,733	29%	22,960		428	141%	304
						-	- %	
Total G & A Expenditures	\$ 67,516	\$ 690,221	72%	\$ 961,960	\$ 57,744	643,916	108%	\$ 597,233
31300 · Gain on Sale of Asset	(44,000)	(95,337)		\$ -				
700 · Capital Expenditures	9,030	43,981	15%	300,000	(2,536)	100,500	54%	185,000
Transfer to Public Safety Fund	117,881	1,019,275	65%	1,559,640	77,457	930,143	103%	905,274
Transfer to Capital Projects Fund		-	- %	-		1,130,583	98%	1,152,507
Total Capital Expenditures	\$ 82,911	\$ 967,919	52%	\$ 1,859,640	\$ 74,921	\$ 2,161,226	96%	\$ 2,242,781
Total Expenditures	\$ 195,084	\$ 2,127,458	65%	\$ 3,260,500	\$ 147,476	\$ 3,163,436	99%	\$ 3,187,655
Surplus (Deficit)	\$ 13,162	\$ 770,944		\$ -	\$ (70,870)	\$ 943,218	135%	\$ 700,390

City of McLendon Chisholm
Utility Fund Financial Summary
For the twelve months ended September 30, 2023
(Preliminary)

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	September 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022- 2023 Adopted Budget	Sep 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
306 · Interest Income	\$ 4,178	\$ 41,105	1644%	\$ 2,500	\$ 1,581	\$ 5,669	169%	\$ 3,358
Sewer Utility Revenue								
32200 · Sewer Usage Fees	40,839	\$ 630,575	101%	623,832	45,891	556,605	99%	560,820
32201 · Sewer Tap Fees	18,000	165,000	34%	486,000	9,000	510,000	95%	537,000
32204 · Sewer Deposit Refunds	(604)	(3,485)	92%	(3,800)	(255)	(6,768)	166%	(4,088)
Total Revenue	\$ 62,413	\$ 833,195	75%	\$ 1,108,532	\$ 56,217	\$1,065,507	97%	\$ 1,097,090
Expenditures								
Operation & Maintenance Expenditures								
Sewer Operation & Maintenance								
41304 · O&M Agreement	4,766	\$ 54,105	100%	\$ 54,000	4,403	\$ 50,595	101%	\$ 50,125
41305 · O&M Maintenance		68,533	137%	\$ 50,100	1,944	42,018	85%	\$ 49,275
41308 · Electricity	8	103	93%	110	9	108	0%	108
41310 · Sewer Treatment	38,597	422,678	91%	463,160	14,463	336,511	84%	399,275
41311 · Infiltration Contingency						3,175		
41312 · Tap Fee Developer Rebate	10,800	99,000	34%	291,600	5,400	306,000	95%	322,200
Total Operations Expenditures	\$ 54,171	\$ 644,419	75%	\$ 858,970	\$ 26,219	\$ 738,406	90%	\$ 820,983
600 · General & Administrative Exp	\$ 1,395	\$ 16,740	100%	\$ 16,700	\$ 1,274	\$ 15,562	100%	\$ 15,563
Total Expenditures	55,566	\$ 661,159	76%	\$ 875,670	27,493	\$ 753,968	90%	\$ 836,546
Surplus (Deficit)	\$ 6,847	\$ 172,036		\$ 232,862	\$ 28,723	\$ 311,539	0%	\$ 260,544

City of McLendon Chisholm
Debt Service Fund
For the twelve months ended September 30, 2023
(Preliminary)

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	September 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	September 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
Ad Valorem Tax								
317 - Ad Valorem Tax		156,990	116%	\$ 135,579	\$ 39	\$ 122,041	100%	\$ 121,800
306 - Investment Income	513	6,745	- %	-	(529)	(257)	-43%	600
Transfer from Excess Bond Proceeds		-	- %	-		\$ -	- %	-
Transfer from Fund Balance		-	- %	8,586		-	- %	28,163
Total Revenue and Transfers In	<u>\$ 513</u>	<u>\$ 163,735</u>	114%	<u>\$ 144,165</u>	<u>\$ (490)</u>	<u>\$ 121,784</u>	81%	<u>\$ 150,563</u>
Expenditures								
628 - Bank Fees Expense		\$ 2,600		\$ 1,100		\$ 2,600	236%	\$ 1,100
660 - Bond Interest Expense	4,380	52,560	109%	\$ 48,065	4,539	\$ 54,468	100%	\$ 54,463
803 - Bond Premium Amortization		-			(8,811)	(8,811)		
Transfer To Bond Principal		95,000	- %	95,000		\$ 95,000	100%	95,000
Total Expenditures and Transfers Out	<u>\$ 4,380</u>	<u>\$ 150,160</u>	104%	<u>\$ 144,165</u>	<u>\$ (4,272)</u>	<u>\$ 143,257</u>	95%	<u>\$ 150,563</u>
Surplus (Deficit)	<u>\$ (3,867)</u>	<u>\$ 13,574</u>	- %	<u>\$ -</u>	<u>\$ 3,782</u>	<u>\$ (21,473)</u>	- %	<u>\$ -</u>

City of McLendon Chisholm
Public Safety Fund
For the twelve months ended September 30, 2023
(Preliminary)

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	September 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	September 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
Revenue								
Interest Income								
30600 · Alliance Interest Income	\$ 184	\$ 1,846	243%	\$ 760	\$ 408	\$ 1,611	%	\$ 1,000
30602 · Logic Interest Income	\$ 1,794	18,460						
313 · Donations		500	45%	1,100	150	1,250	%	1,100
316 · County Contract		127,813	100%	127,500		77,500	100%	77,500
319 · Grants		0	%			0		
Transfer from General Fund	117,881	1,019,274	65%	1,566,640	95,532	948,216	104%	910,456
Total Revenue	\$ 119,859	\$ 1,167,893	69%	\$ 1,696,000	\$ 96,090	1,028,576	104%	\$ 990,056
Expenditures								
Operating Expenditures								
43001 · Liability Insurance		\$ 13,284	98%	\$ 13,600		\$ 10,134	100%	\$ 10,140
43002 · Fuel	1,443	16,828	77%	21,900	1,479	20,897	95%	21,900
43003 · Maintenance & Repair - Vehicles	3,145	42,410	85%	50,000	2,743	57,485	138%	41,800
43004 · Maintenance & Repair - Station	1,804	13,675	144%	9,500	222	9,114	61%	15,000
43005 · Gear and Supplies	563	47,953	137%	35,000	13,715	55,411	132%	42,050
43006 · Compliance	1,694	11,528	192%	6,000	1,625	7,750	129%	6,000
43007 · Communications		18,352	105%	17,500		17,539	102%	17,250
43008 · Dispatch		10,000	100%	10,000		10,000	100%	10,000
43009 · Training	3,174	9,542	95%	10,000	64	11,811	118%	10,000
43030 · EMS		10,171	156%	6,500		6,311	87%	7,248
Total Operating Expenditures	\$ 11,823	\$ 193,743	108%	\$180,000	\$ 19,848	206,452	114%	\$181,388
Public Safety - Law Enforcement				500,000				
Occupancy Expenditures								
502 · Electricity	\$ 1,222	\$ 10,350	129%	\$ 8,000	\$ 953	\$ 7,936	99%	\$ 8,000
506 · Water	343	2,711	90%	3,000	241	3,749	128%	2,930
520 · Telephone & Internet	155	1,860	72%	2,600	155	2,584	103%	2,500
Total Occupancy Expenditures	\$ 1,720	\$ 14,921	110%	\$ 13,600	\$ 1,349	14,269	106%	\$ 13,430

City of McLendon Chisholm
Public Safety Fund
For the twelve months ended September 30, 2023
(Preliminary)

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	September 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	September 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
General & Administrative Exp								
606 · Employee Costs	106,275	\$ 943,263	96%	985,000	71,443	726,029	101%	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	41	543	36%	1,500		285	36%	800
699 · Miscellaneous Expenses		0	%			1,441	0%	
Total General & Administrative Exp	\$ 106,316	\$ 959,229	96%	\$ 1,002,400	\$ 71,443	741,705	101%	\$ 732,238
700 · Capital Expenditures		0		0	-12,030	50,669		63,000
Total Expenditures	\$ 119,859	\$ 1,167,893	69%	\$ 1,696,000	\$ 80,609	\$ 1,013,095		\$ 990,056
Surplus/(Deficit)	\$ -	\$ -		\$ -	\$ 15,481.00	\$ 15,481.00		\$ -

City of McLendon Chisholm
 ARPA Expenditures Fund
 For the twelve months ended September 30, 2023
 (Preliminary)

	Current Period Revenue & Expenditures					Prior Period Revenue & Expenditures			
	September 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget		September 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue									
30602 · Interest Income	\$ 4,064	\$ 40,109							
319.1 · ARPA Grant	\$ 8,366	\$ 42,581		\$ -		\$ -	\$ -		
Total Revenue	<u>\$ 12,430</u>	<u>\$ 82,690</u>				<u>\$ -</u>	<u>\$ -</u>		
		-	- %	\$ -		\$ -	\$ -		
41014 · Impact Fee Study	12,430	82,690	- %	-			\$ -		-
Total Expenditures	<u>\$ 12,430</u>	<u>\$ 82,690</u>	<u>- %</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>
Surplus/(Deficit)	<u>\$ -</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 September, 2023 - Preliminary

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
Revenue					
302 Franchise Income					
30213-1 Community Waste Disposal			15,039.84		
30220 Oncor Electric Delivery			9,608.21		
30222 Peoples			21.60		
Total 302 Franchise Income	\$ 0.00	\$ 0.00	\$ 24,669.65	\$ 0.00	\$ 0.00
303 Development Income					
30303 Preliminary Plat Income			7,535.00		
30304 Plat Income			5,400.00		
30308 From Development Account			2,600.00		
Total 303 Development Income	\$ 0.00	\$ 0.00	\$ 15,535.00	\$ 0.00	\$ 0.00
304 Building Permit Income					
30401 Contractor Registration Fee Inc			100.00		
30404 Inspection Income			17,654.00		
30405 Building Permit & Plan Review			55,722.50		
30408 Swimming Pool Permits			800.00		
Total 304 Building Permit Income	\$ 0.00	\$ 0.00	\$ 74,276.50	\$ 0.00	\$ 0.00
306 Interest Income					
30600 Alliance Interest Income			8,229.01	184.21	2,124.20
30602 Logic Interest Income	4,063.71	59.19	10,819.64	1,794.02	2,053.47
30607 Wilmington Accrued Int Income		454.26			
Total 306 Interest Income	\$ 4,063.71	\$ 513.45	\$ 19,048.65	\$ 1,978.23	\$ 4,177.67
308 Septic Fees					
30801 OSSF Fee Income			10,000.00		
Total 308 Septic Fees	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 0.00	\$ 0.00
309 Food Enforcement			300.00		
310 Sales Tax Revenue					
31001 Sales Tax Receipts			84,107.08		
31002 Chp 380 Refunds			-21,730.00		
Total 310 Sales Tax Revenue	\$ 0.00	\$ 0.00	\$ 62,377.08	\$ 0.00	\$ 0.00
314 Copies Public Information Incom			59.10		
319 Grants					
31902 ARPA Grant	8,366.29				

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

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
Total 319 Grants	\$ 8,366.29	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
321 Credit Card Fee Revenue			1,980.24		
322 Sewer Utility Revenue					
32200 Sewer Usage Fees					40,838.97
32204 Sewer Deposit Refunds					-603.56
Total 322 Sewer Utility Revenue	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 40,235.41
Total Income	\$ 12,430.00	\$ 513.45	\$ 208,246.22	\$ 1,978.23	\$ 44,413.08
Gross Profit	\$ 12,430.00	\$ 513.45	\$ 208,246.22	\$ 1,978.23	\$ 44,413.08
Expenses					
400 Operating Expenditures					
410 Contracted Services					
41003 Building Inspections			23,275.76		
41006 Other Consultants - Development			5,700.60		
41007 Environmental & Health Inspect			3,160.00		
41008 Animal Control			1,590.42		
41014 Impact Fee Study	12,430.00				
Total 410 Contracted Services	\$ 12,430.00	\$ 0.00	\$ 33,726.78	\$ 0.00	\$ 0.00
422 Public Notice Expense			824.00		
429 Street Lights			245.62		
Total 400 Operating Expenditures	\$ 12,430.00	\$ 0.00	\$ 34,796.40	\$ 0.00	\$ 0.00
413 Sewer Operation & Maintenance					
41304 O&M Agreement					4,766.25
41308 Electricity					8.16
41310 Sewer Treatment					38,597.00
Total 413 Sewer Operation & Maintenance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 43,371.41
430 Public Safety - Fire Department					
43002 Fuel				1,442.58	
43003 Maintenance & Repair - Vehicles				3,145.45	
43004 Maintenance & Repair - Station				1,803.68	
43005 Gear and Supplies				563.28	
43006 Compliance				1,693.66	
43009 Training				3,174.01	
Total 430 Public Safety - Fire Department	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11,822.66	\$ 0.00
500 Occupancy Expenditures					

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

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
502 Electricity			384.62	1,222.19	
506 Water			1,624.66	342.58	
514 Building Maint/Improvements			3,416.05		
516 Lawn Maintenance			1,278.33		
520 Telephone & Internet			1,157.27	154.95	
522 Website Expense			2,000.00		
Total 500 Occupancy Expenditures	\$ 0.00	\$ 0.00	\$ 9,860.93	\$ 1,719.72	\$ 0.00
600 General & Administrative Exp					
606 Employee Costs					
60601 Staff Salaries			29,441.01	80,398.31	
60602 Paid Time Off			392.07	0.00	
60604 Holiday Pay			1,062.50	2,157.84	
60609 Payroll Tax Expense			2,377.24	6,269.74	
60612 Retirement Plan Contributions			2,413.32	5,433.60	
60613 Health Insurance Expense			2,754.17	11,437.61	
60614 Dental Insurance Expense			103.02	515.10	
60615 Vision Insurance			21.04	63.12	
60619 HRA Rembursements			1,426.47		
60622 Taxable Fringe Benefits			692.28		
Total 606 Employee Costs	\$ 0.00	\$ 0.00	\$ 40,683.12	\$ 106,275.32	\$ 0.00
619 Software Subscriptions			1,147.20		
621 IT Support			1,732.81		
622 Office Supplies - City Hall			497.28		
623 Office Equipment			151.26		
624 Office Equip Maintenance			1,019.33		
626 Postage-City Hall			131.87		
628 Bank Fees					
62801 Service Charges			1,812.18		
Total 628 Bank Fees	\$ 0.00	\$ 0.00	\$ 1,812.18	\$ 0.00	\$ 0.00
630 Legal & Professional					
63001 Accounting & Payroll Services			6,600.00		1,395.00
63003 Legal			8,555.00		
63005 City Planner			3,000.00		
63008 Financial Consulting			255.00		

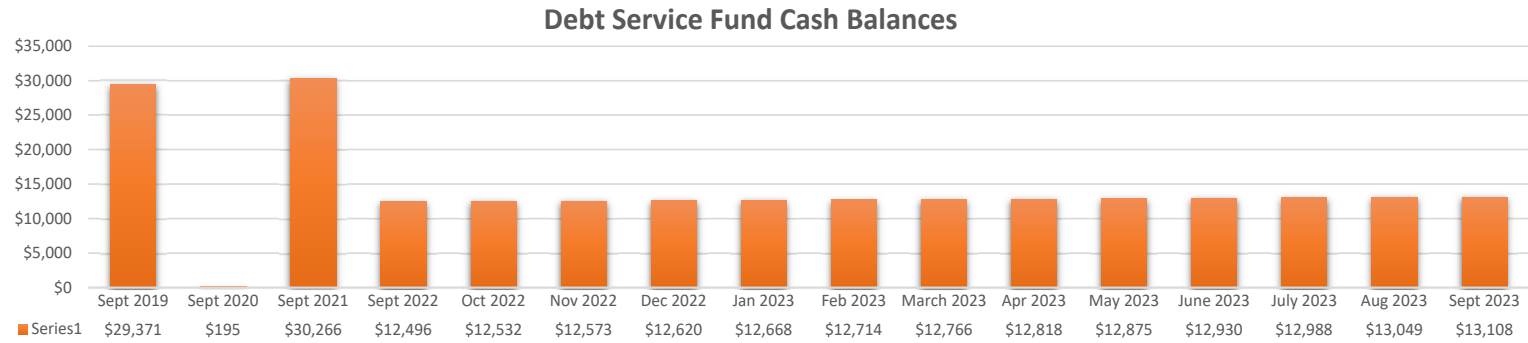
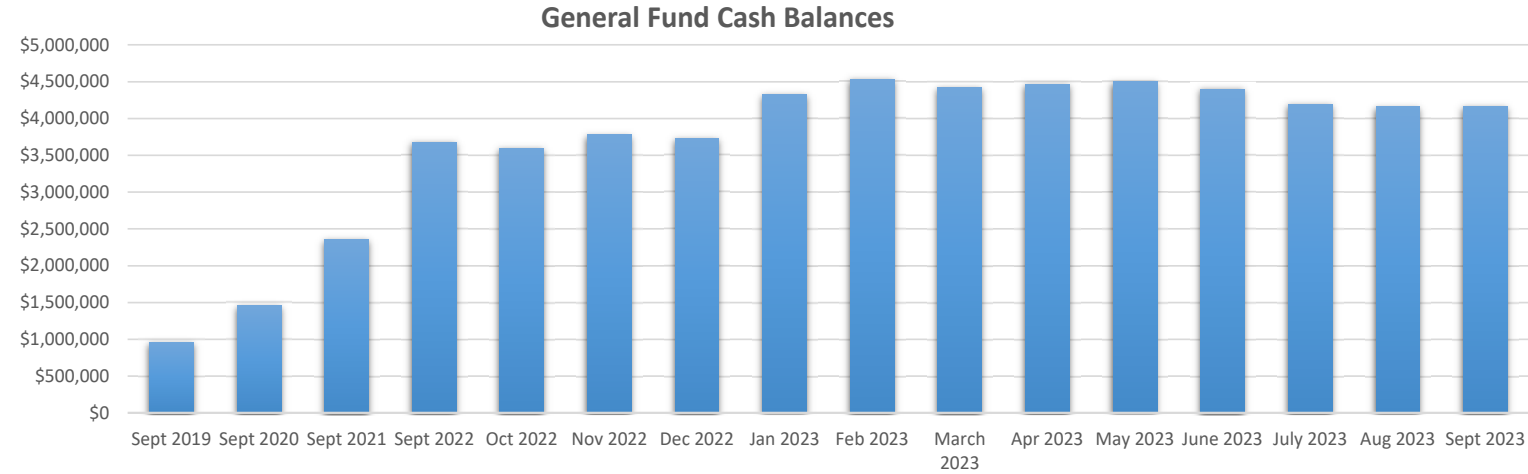
City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of September, 2023 - Preliminary

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
Total 630 Legal & Professional	\$ 0.00	\$ 0.00	\$ 18,410.00	\$ 0.00	\$ 1,395.00
650 Expense Account - Mayor			119.25		
652 Staff Appreciation			29.97	41.08	
660 Bond Interest Expense		4,380.21			
699 Miscellaneous Expenses			1,781.76		
Total 600 General & Administrative Exp	\$ 0.00	\$ 4,380.21	\$ 67,516.03	\$ 106,316.40	\$ 1,395.00
700 Capital Expenditures					
70001 Road Repairs			4,569.96		
70007 Computers			4,460.00		
Total 700 Capital Expenditures	\$ 0.00	\$ 0.00	\$ 9,029.96	\$ 0.00	\$ 0.00
Total Expenses	\$ 12,430.00	\$ 4,380.21	\$ 121,203.32	\$ 119,858.78	\$ 44,766.41
Net Operating Income	\$ 0.00	-\$ 3,866.76	\$ 87,042.90	-\$ 117,880.55	-\$ 353.33
Other Income					
81001 Sewer Tap Fees					18,000.00
81002 Sewer Tap Fee Rebates					-10,800.00
81003 Gain on Sale of Asset			44,000.00		
Total Other Income	\$ 0.00	\$ 0.00	\$ 44,000.00	\$ 0.00	\$ 7,200.00
Net Other Income	\$ 0.00	\$ 0.00	\$ 44,000.00	\$ 0.00	\$ 7,200.00
Net Surplus/(Deficit)	\$ 0.00	-\$ 3,866.76	\$ 131,042.90	-\$ 117,880.55	\$ 6,846.67

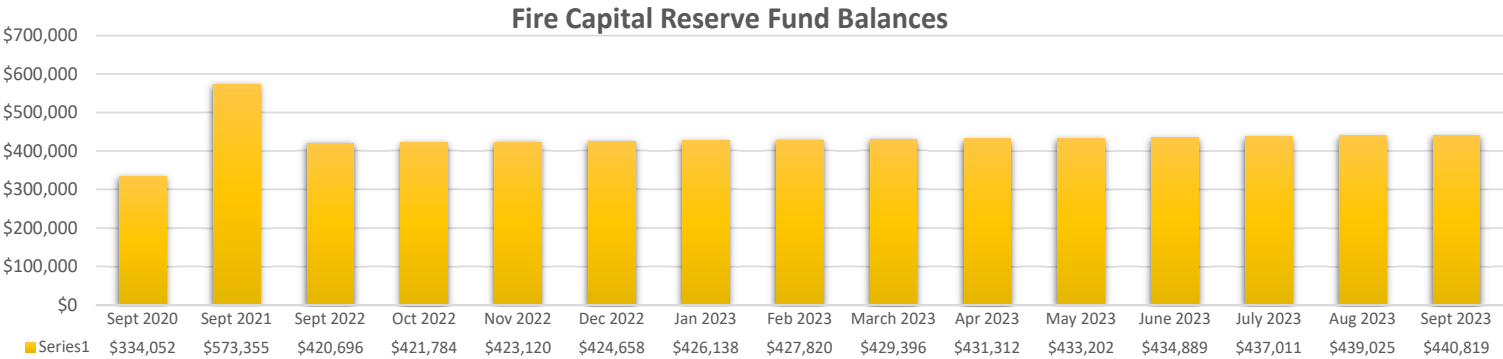
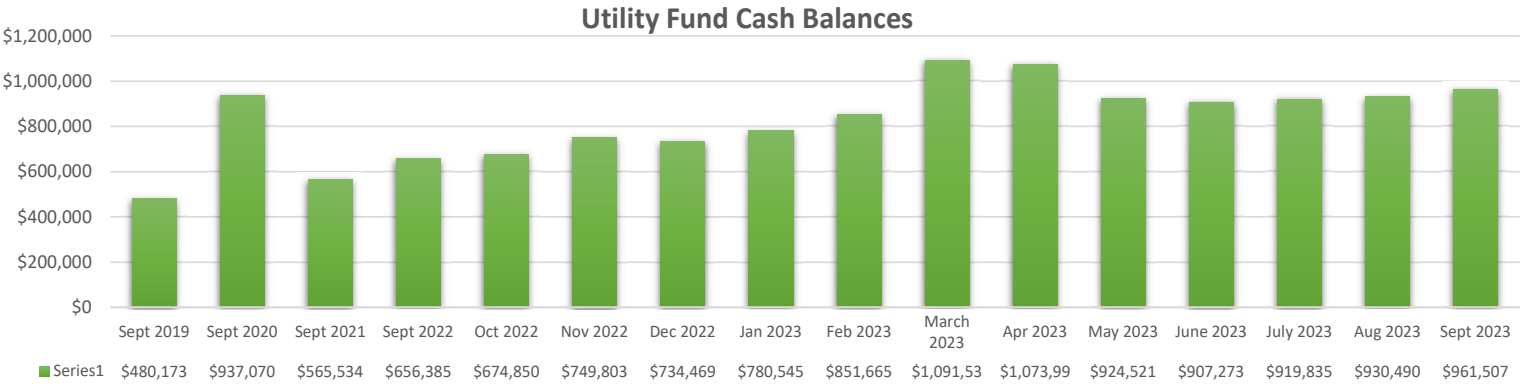
**City of McLendon Chisholm
Cash Account Balances**

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	Sept 30,23
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	13,108
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	13,108
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	1,853,044
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	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	319,043
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	1,974,836
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	4,167,007
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	531,076
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	430,432
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	961,507
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	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	397,443
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	440,819
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	900,261
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	900,261
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	6,482,703

**City of McLendon Chisholm
Cash Balance Report
As of September 30, 2023**



City of McLendon Chisholm
Cash Balance Report
As of September 30, 2023



Alarm Date between 2023-09-01 and 2023-09-30

Total Calls by District

District	2023-09-01	Total
County District	32	32
City Limit District	34	34
Total	66	66

Incident Date between 2023-09-01 and 2023-09-30

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
9/1/2023	2023-00000389	0000398	321	EMS call, excluding vehicle accident with injury	County District	1
9/1/2023	2023-00000390	0000399	321	EMS call, excluding vehicle accident with injury	County District	1
9/1/2023	2023-00000391	0000400	611	Dispatched & canceled en route	County District	1
9/1/2023	2023-00000392	0000401	322	Motor vehicle accident with injuries	County District	1
9/2/2023	2023-00000393	0000405	324	Motor vehicle accident with no injuries.	County District	1
9/3/2023	2023-00000394	0000402	311	Medical assist, assist EMS crew	County District	1
9/3/2023	2023-00000395	0000403	444	Power line down	County District	1
9/3/2023	2023-00000396	0000404	444	Power line down	County District	1
9/3/2023	2023-00000397	0000406	611	Dispatched & canceled en route	County District	1
9/5/2023	2023-00000398	0000407	324	Motor vehicle accident with no injuries.	City Limit District	1
9/5/2023	2023-00000399	0000408	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/5/2023	2023-00000400	0000409	324	Motor vehicle accident with no injuries.	County District	1
9/6/2023	2023-00000401	0000410	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/6/2023	2023-00000402	0000411	321	EMS call, excluding vehicle accident with injury	County District	1
9/7/2023	2023-00000403	0000412	611	Dispatched & canceled en route	City Limit District	1
9/7/2023	2023-00000404	0000413	611	Dispatched & canceled en route	City Limit District	1
9/8/2023	2023-00000405	0000414	322	Motor vehicle accident with injuries	County District	1
9/8/2023	2023-00000406	0000415	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/9/2023	2023-00000407	0000418	311	Medical assist, assist EMS crew	County District	1
9/9/2023	2023-00000408	0000416	531	Smoke or odor removal	City Limit District	1
9/10/2023	2023-00000409	0000417	322	Motor vehicle accident with injuries	City Limit District	1
9/10/2023	2023-00000410	0000419	611	Dispatched & canceled en route	County District	1

9/11/2023	2023-00000411	0000421	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/12/2023	2023-00000412	0000420	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/12/2023	2023-00000413	0000422	321	EMS call, excluding vehicle accident with injury	County District	1
9/12/2023	2023-00000414	0000423	321	EMS call, excluding vehicle accident with injury	County District	1
9/13/2023	2023-00000415	0000424	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/13/2023	2023-00000416	0000425	151	Outside rubbish, trash or waste fire	City Limit District	1
9/14/2023	2023-00000417	0000426	151	Outside rubbish, trash or waste fire	County District	1
9/14/2023	2023-00000418	0000427	554	Assist invalid	County District	1
9/15/2023	2023-00000419	0000430	131	Passenger vehicle fire	County District	1
9/16/2023	2023-00000420	0000429	611	Dispatched & canceled en route	County District	1
9/16/2023	2023-00000421	0000431	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/16/2023	2023-00000422	0000428	311	Medical assist, assist EMS crew	County District	1
9/17/2023	2023-00000423	0000436	745	Alarm system activation, no fire - unintentional	County District	1
9/17/2023	2023-00000424	0000435	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/17/2023	2023-00000425	0000432	611	Dispatched & canceled en route	City Limit District	1
9/17/2023	2023-00000426	0000433	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/18/2023	2023-00000427	0000434	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/18/2023	2023-00000428	0000437	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/18/2023	2023-00000429	0000450	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/19/2023	2023-00000430	0000438	311	Medical assist, assist EMS crew	County District	1
9/20/2023	2023-00000431	0000439	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/21/2023	2023-00000432	0000441	311	Medical assist, assist EMS crew	City Limit District	1
9/21/2023	2023-00000433	0000440	321	EMS call, excluding vehicle accident with injury	County District	1
9/22/2023	2023-00000434	0000444	311	Medical assist, assist EMS crew	City Limit District	1
9/22/2023	2023-00000435	0000442	553	Public service	City Limit District	1

9/22/2023	2023-00000436	0000443	542	Animal rescue	County District	1
9/23/2023	2023-00000437	0000451	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/23/2023	2023-00000438	0000449	321	EMS call, excluding vehicle accident with injury	County District	1
9/24/2023	2023-00000439	0000448	554	Assist invalid	County District	1
9/24/2023	2023-00000440	0000447	651	Smoke scare, odor of smoke	County District	1
9/24/2023	2023-00000441	0000445	611	Dispatched & canceled en route	City Limit District	1
9/24/2023	2023-00000442	0000446	736	CO detector activation due to malfunction	City Limit District	1
9/25/2023	2023-00000443	0000452	111	Building fire	City Limit District	1
9/25/2023	2023-00000444	0000453	611	Dispatched & canceled en route	City Limit District	1
9/25/2023	2023-00000445	0000454	311	Medical assist, assist EMS crew	County District	1
9/26/2023	2023-00000446	0000455	324	Motor vehicle accident with no injuries.	City Limit District	1
9/26/2023	2023-00000447	0000457	311	Medical assist, assist EMS crew	County District	1
9/26/2023	2023-00000448	0000456	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/27/2023	2023-00000449	0000462	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/27/2023	2023-00000450	0000458	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/27/2023	2023-00000451	0000459	611	Dispatched & canceled en route	City Limit District	1
9/28/2023	2023-00000452	0000460	321	EMS call, excluding vehicle accident with injury	City Limit District	1
9/28/2023	2023-00000453	0000461	321	EMS call, excluding vehicle accident with injury	County District	1
9/29/2023	2023-00000455	0000463	311	Medical assist, assist EMS crew	County District	1
9/30/2023	2023-00000456	0000464	311	Medical assist, assist EMS crew	County District	1
9/30/2023	2023-00000457	0000465	311	Medical assist, assist EMS crew	County District	1
9/30/2023	2023-00000458	0000466	311	Medical assist, assist EMS crew	City Limit District	1
9/30/2023	2023-00000459	0000467	554	Assist invalid	County District	1
9/30/2023	2023-00000460	0000468	611	Dispatched & canceled en route	County District	1

Report Time: 10/02/2023 15:51:38 **Login ID:** county\sburks **Jurisdiction:**
Incident Number: **Call Number:** **Agencies:** Police, Fire, EMS
From Date: 09/01/2023 00:00:00 **To Date:** 09/30/2023 23:59:59 **Phone Number:**
Last Name: **First Name:** **Location:**
Plate #: **Plate State:** **Include Canceled:** No
Type: **Priority:** **Source:**
Disposition: **Unit:** **Officer:**
Narrative:

Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type	Location	District
9/30/2023 21:54	10/01/2023 02:02:39	Reckless Driver			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/30/2023 22:38	09/30/2023 22:58:25	Reckless Driver			S STATE HIGHWAY 205 / W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/30/2023 12:25	09/30/2023 12:39:50		Alarm Medical	Alarm Medical	1705 BUDINO DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/30/2023 11:20	09/30/2023 11:21:40	Business Check			1371 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/29/2023 20:05	09/29/2023 20:17:48	Traffic Stop			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/29/2023 18:18	09/29/2023 18:52:17	Civil Matter			1524 BARROLO DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/29/2023 17:17	09/29/2023 17:20:59	Neighborhood Check			257 S SMITH RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/29/2023 17:10	09/29/2023 17:14:43	Neighborhood Check			123 PULLEN RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/29/2023 5:03	09/29/2023 05:07:00	Extra Patrol			1717 PUGLIA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/29/2023 1:26	09/29/2023 01:30:02	Extra Patrol			1717 PUGLIA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/28/2023 22:46	09/28/2023 22:50:55	Extra Patrol			1717 PUGLIA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/28/2023 22:35	09/28/2023 22:37:16	Miscellaneous			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/28/2023 20:44	09/28/2023 21:10:23	Reckless Driver			S STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/28/2023 20:16	09/28/2023 20:43:23	Alarm			3079 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/28/2023 7:40	09/28/2023 07:50:45	Traffic Stop			1211 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/28/2023 0:07	09/28/2023 01:32:15	Suicide Attempt/Threat	Medical Call	Suicide Attempt/Threat	38 WINDSOR DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/27/2023 19:47	09/27/2023 20:11:16	Extra Patrol			1717 PUGLIA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/27/2023 17:11	09/27/2023 17:13:34		Alarm Commercial Fire		1345 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/27/2023 15:42	09/27/2023 16:19:45	Meet Complainant			1514 SALVATORE LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/27/2023 10:43	09/27/2023 10:45:11	Extra Patrol			1717 PUGLIA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/27/2023 8:18	09/27/2023 10:33:47	Suspicious Person/Vehicle			1506 SALVATORE LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/27/2023 8:36	09/27/2023 09:30:33	Accident Major	Accident Major	Accident Major	N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/27/2023 8:40	09/27/2023 09:07:15		Medical Call	Medical Call	1778 AMALFI DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/26/2023 21:05	09/26/2023 22:06:28	Follow Up			745 KENSINGTON DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/26/2023 13:34	09/26/2023 14:09:11		Medical Call	Medical Call	1345 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/26/2023 12:19	09/26/2023 13:28:11	Accident Minor	Accident Minor		E FM 550 / MEADOWCREEK LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/26/2023 10:02	09/26/2023 10:13:54	Traffic Stop			1807 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/26/2023 8:55	09/26/2023 09:53:42	Parking Enforcement			1381 AREZZO LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/25/2023 4:45	09/26/2023 01:32:45	Fire Structure	Fire Structure	Fire Structure	1717 PUGLIA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/25/2023 18:14	09/25/2023 20:17:41	Abandoned Vehicle			322 PHEASANT HILL DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/25/2023 18:52	09/25/2023 19:24:25	Open Door			1723 BERTINO WAY, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/25/2023 8:05	09/25/2023 08:49:25	Meet Complainant			113 FAIRFIELD DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/25/2023 4:30	09/25/2023 04:54:34	Alarm			1308 SOMERSET LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/24/2023 18:04	09/24/2023 19:26:44	Meet Complainant			618 STAMPEDE RUN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/24/2023 18:53	09/24/2023 19:12:53		Alarm C/O		1843 VERONA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/23/2023 21:09	09/23/2023 21:19:27	Follow Up			830 FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/23/2023 18:49	09/23/2023 19:14:10	Meet Complainant			830 FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/23/2023 16:29	09/23/2023 16:45:10	Harassment/Threat			830 FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/23/2023 12:11	09/23/2023 12:52:24	Traffic Stop			S SH 205 / LEAGUE RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/23/2023 8:51	09/23/2023 09:16:11	Reckless Driver			N SH 205 / E FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/23/2023 5:56	09/23/2023 06:17:56		Medical Call	Medical Call	1400 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/22/2023 20:45	09/22/2023 23:00:50	Accident Hit and Run	Accident Major		745 KENSINGTON DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/22/2023 17:52	09/22/2023 20:31:28	Accident Hit and Run			S SH 205 / VIA TOSCANA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/22/2023 16:54	09/22/2023 17:23:46		Medical Call	Medical Call	503 WILD GEESE CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/22/2023 14:28	09/22/2023 14:51:10	Civil Matter			1710 VENETO DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/22/2023 8:04	09/22/2023 08:27:01	Alarm			122 WINDSOR DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/22/2023 5:20	09/22/2023 05:27:04	Traffic Stop			S STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/22/2023 3:14	09/22/2023 04:40:24	Theft			1348 AREZZO LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS

Report Time: 10/02/2023 15:51:38 **Login ID:** county\sburks **Jurisdiction:**
Incident Number: **Call Number:** **Agencies:** Police, Fire, EMS
From Date: 09/01/2023 00:00:00 **To Date:** 09/30/2023 23:59:59 **Phone Number:**
Last Name: **First Name:** **Location:**
Plate #: **Plate State:** **Include Canceled:** No
Type: **Priority:** **Source:**
Disposition: **Unit:** **Officer:**
Narrative:

Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type	Location	District
9/22/2023 0:02	09/22/2023 00:51:25	Animal Complaint			N STATE HIGHWAY 205 / W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/21/2023 22:58	09/21/2023 23:03:08	Motorist Assist			N STATE HIGHWAY 205 / PULLEN RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/21/2023 22:39	09/21/2023 22:54:52	Neighborhood Check			1116 VIA TOSCANA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/21/2023 17:09	09/21/2023 17:39:04		Medical Call	Medical Call	50 WINDSOR DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/21/2023 17:09	09/21/2023 17:11:45	Reckless Driver			N SH 205 / TUCKER RD, MCLENDON CHISHOLM	
9/21/2023 13:42	09/21/2023 13:44:27	Business Check			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/21/2023 13:01	09/21/2023 13:08:23	Business Check			110 N STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/21/2023 12:57	09/21/2023 13:00:57	Neighborhood Check			300 CATTLE BARRON DR BLK, MCLENDON CHISHOLM	
9/21/2023 9:08	09/21/2023 09:09:56	Neighborhood Check			2 FIRESIDE DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/20/2023 20:43	09/20/2023 21:09:09	Traffic Stop			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/20/2023 17:26	09/20/2023 18:52:13	Accident Minor	Accident Minor		120 N STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/20/2023 11:36	09/20/2023 11:48:38		Medical Call	Medical Call	1345 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/19/2023 18:34	09/19/2023 20:28:53	Meet Complainant			1655 VISTA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/17/2023 6:13	09/19/2023 17:01:20	Welfare Check			1844 MOSCATEL LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/19/2023 16:03	09/19/2023 16:07:00	Traffic Stop			481 N STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/19/2023 15:59	09/19/2023 16:00:18	Follow Up			120 N STATE HIGHWAY 205 SEX OFFENDER COMPLIANCE CHECK AT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/19/2023 6:28	09/19/2023 07:45:44	Disturbance			200 PULLEN RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/18/2023 20:11	09/18/2023 20:25:34	Follow Up			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/18/2023 18:39	09/18/2023 19:01:04		Medical Call	Medical Call	1431 CORRARA DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/18/2023 17:29	09/18/2023 17:43:18	Traffic Hazard			N SH 205 / E FM 550, MCLENDON CHISHOLM	
9/18/2023 11:19	09/18/2023 11:28:18	Follow Up			100 N STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/18/2023 9:32	09/18/2023 09:53:32	Alarm			810 FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/17/2023 22:38	09/17/2023 23:12:27	Accident Major	Accident Major	Accident Major	W FM 550 / S SMITH RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/17/2023 19:16	09/17/2023 20:38:41	Assist Public			1248 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/17/2023 14:26	09/17/2023 14:36:21		Alarm Residential Fire		1713 BUDINO DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/17/2023 12:21	09/17/2023 12:51:27		Medical Call	Medical Call	1506 BERTINO WAY, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/17/2023 3:32	09/17/2023 03:57:03	Neighborhood Check			101 LAVENDER PLACE, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/17/2023 2:43	09/17/2023 02:56:29	Welfare Check			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/16/2023 15:28	09/16/2023 16:22:53	Disturbance Noise			1856 NAVARRE WAY, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/16/2023 13:22	09/16/2023 13:26:45	Neighborhood Check			2706 DOWELL RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/16/2023 11:31	09/16/2023 12:02:52	Alarm			1371 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/16/2023 10:39	09/16/2023 11:00:29		Medical Call	Medical Call	1539 VIA TOSCANA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/16/2023 10:02	09/16/2023 10:13:28	Business Check			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/14/2023 19:38	09/14/2023 19:45:33	Traffic Stop			951 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/14/2023 16:01	09/14/2023 17:37:24	Property Damage			1291 KLUTTS RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/14/2023 16:35	09/14/2023 16:47:05	Reckless Driver	>Choose Call Type<		N SH 205 / E FM 550, MCLENDON CHISHOLM	
9/14/2023 16:18	09/14/2023 16:45:16	Alarm			395 E FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/14/2023 9:56	09/14/2023 09:59:26	Neighborhood Check			136 HACKBERRY CREEK RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/13/2023 22:45	09/13/2023 23:40:10	Welfare Check			1713 BUDINO DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/13/2023 19:24	09/13/2023 19:36:52	Neighborhood Check			1118 VIA TOSCANA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/13/2023 14:27	09/13/2023 14:57:35		Fire		2770 DOWELL RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/13/2023 7:42	09/13/2023 08:17:27	Accident Minor	Accident Minor		W FM 550 / W OF 205, MCLENDON CHISHOLM	
9/12/2023 17:22	09/12/2023 20:52:56	Meet Complainant			1351 AREZZO LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/12/2023 13:42	09/12/2023 17:49:37	Property Damage			1612 VISTA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/12/2023 15:41	09/12/2023 16:13:24	Follow Up			1550 VISTA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/12/2023 12:57	09/12/2023 13:17:24	Alarm	>Choose Call Type<		1574 VISTA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/12/2023 9:01	09/12/2023 10:57:25	Meet Complainant			1652 VISTA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/12/2023 9:13	09/12/2023 09:40:32	Suspicious Person/Vehicle			EDWARDS RD / LEAGUE RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS

Report Time: 10/02/2023 15:51:38 **Login ID:** county\sburks **Jurisdiction:**
Incident Number: **Call Number:** **Agencies:** Police, Fire, EMS
From Date: 09/01/2023 00:00:00 **To Date:** 09/30/2023 23:59:59 **Phone Number:**
Last Name: **First Name:** **Location:**
Plate #: **Plate State:** **Include Canceled:** No
Type: **Priority:** **Source:**
Disposition: **Unit:** **Officer:**
Narrative:

Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type	Location	District
9/12/2023 1:15	09/12/2023 04:44:04	Suicide Attempt/Threat	Medical Call	Medical Call	100 HARVEST RIDGE CV, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/11/2023 12:35	09/11/2023 14:08:50	Suicide Attempt/Threat	Suicide Attempt/Threat	Suicide Attempt/Threat	1859 NAVARRE WAY, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/10/2023 16:13	09/10/2023 17:40:18	Meet Complainant			1212 LUCCA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/10/2023 14:37	09/10/2023 16:57:46	Disturbance Family			851 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/10/2023 6:58	09/10/2023 07:07:40	Alarm			790 E FM 550 UNIT 2, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/10/2023 6:44	09/10/2023 07:00:23	Alarm			1855 MOSCATEL LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/10/2023 5:49	09/10/2023 06:44:21	Accident Major	Accident Major	Accident Major	E FM 550 / FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/9/2023 21:39	09/09/2023 22:25:53	Suspicious Person/Vehicle			1550 VISTA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/9/2023 20:51	09/09/2023 21:19:52	Suspicious Person/Vehicle			1550 VISTA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/9/2023 20:18	09/09/2023 20:38:39		Odor Investigation		1636 VENETO DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/9/2023 15:17	09/09/2023 15:19:19	Business Check			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/9/2023 8:17	09/09/2023 08:35:30		Medical Call	Medical Call	2080 FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/8/2023 16:10	09/08/2023 16:46:25	Alarm			1574 VISTA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/8/2023 9:46	09/08/2023 10:07:01		Medical Call	Medical Call	1484 SIENA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/8/2023 4:27	09/08/2023 04:42:05	Neighborhood Check			1021 KINGSBRIDGE LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/8/2023 4:19	09/08/2023 04:23:48	Neighborhood Check			193 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/7/2023 23:59	09/08/2023 00:14:53	Neighborhood Check			1114 VIA TOSCANA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/7/2023 12:42	09/07/2023 12:43:26		Fire		1345 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/7/2023 12:39	09/07/2023 12:42:16		Fire		1345 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/6/2023 21:32	09/07/2023 01:15:36	Disturbance Family		Disturbance Family	792 KENSINGTON DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/6/2023 19:34	09/06/2023 20:14:22	Disturbance			830 FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/6/2023 14:54	09/06/2023 18:49:41	Assault		Assault	830 FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/6/2023 14:05	09/06/2023 14:33:36	Assist Other Agency			2431 ROCHELL RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/6/2023 13:30	09/06/2023 14:25:55	Missing Person			1749 SAN DONATO LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/6/2023 6:28	09/06/2023 10:24:33	Medical Call	Medical Call	Deceased Person	1423 VIA TOSCANA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/6/2023 8:04	09/06/2023 08:47:39	Alarm			1713 BUDINO DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/6/2023 2:36	09/06/2023 02:56:15	Neighborhood Check			1132 VIA TOSCANA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/6/2023 1:59	09/06/2023 02:31:37	Assist Other Agency			610 STAMPEDE RUN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/5/2023 20:11	09/05/2023 20:18:21	Reckless Driver			N STATE HIGHWAY 205 / PULLEN RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/5/2023 12:13	09/05/2023 12:43:25		Medical Call	Medical Call	1448 VIA TOSCANA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/5/2023 8:05	09/05/2023 08:05:49	CPS Referral			1749 AMARONE LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/5/2023 0:01	09/05/2023 00:32:11	Alarm			1188 LUCCA DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/4/2023 19:12	09/04/2023 22:11:12	Suicide Attempt/Threat		Runaway	1736 AMALFI DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/4/2023 16:39	09/04/2023 19:22:03	Reckless Driver			43 WINDSOR DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/4/2023 9:34	09/04/2023 09:46:11	Alarm			1551 RIPASSO WAY, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/4/2023 8:08	09/04/2023 08:11:08	Traffic Stop			100 W FM 550 BLK, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/4/2023 6:41	09/04/2023 07:24:57	Animal Loose Livestock			W FM 550 / S SMITH RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/4/2023 2:51	09/04/2023 03:21:31	Neighborhood Check			1118 VIA TOSCANA LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/4/2023 2:41	09/04/2023 02:47:27	Neighborhood Check			704 KENSINGTON DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/3/2023 16:49	09/03/2023 17:26:48	Alarm			1601 E FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/3/2023 15:53	09/03/2023 16:33:02	Alarm			1388 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/3/2023 11:10	09/03/2023 11:12:15	Traffic Stop			VIA TOSCANA LN / AREZZO LN, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/2/2023 18:29	09/02/2023 18:52:44	Alarm			3079 W FM 550, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/2/2023 13:04	09/02/2023 13:09:19	Suspicious Person/Vehicle			1652 VISTA CT, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/2/2023 10:41	09/02/2023 12:36:56	Theft			611 FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/2/2023 8:01	09/02/2023 08:04:15	Neighborhood Check			1562 DOWELL RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/1/2023 19:12	09/01/2023 19:18:30	Neighborhood Check			2 FRESIDE DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/1/2023 17:32	09/01/2023 17:49:51	Suspicious Person/Vehicle			N SH 205 / PULLEN RD, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS

Report Time: 10/02/2023 15:51:38 **Login ID:** county\sburks **Jurisdiction:**
Incident Number: **Call Number:** **Agencies:** Police, Fire, EMS
From Date: 09/01/2023 00:00:00 **To Date:** 09/30/2023 23:59:59 **Phone Number:**
Last Name: **First Name:** **Location:**
Plate #: **Plate State:** **Include Canceled:** No
Type: **Priority:** **Source:**
Disposition: **Unit:** **Officer:**
Narrative:

Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type	Location	District
9/1/2023 10:39	09/01/2023 11:10:38	Meet Complainant			2009 CORLEONE DR, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/1/2023 10:46	09/01/2023 10:58:55	Reckless Driver			SH 205/ FM 550, MCLENDON CHISHOLM	
9/1/2023 9:11	09/01/2023 09:38:47		Medical Call	Medical Call	961 FM 1139, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS
9/1/2023 3:02	09/01/2023 03:07:49	Traffic Stop			S STATE HIGHWAY 205 / S OF VIA TOSCANA LN, MCLENDON CHISHOLM	
9/1/2023 2:50	09/01/2023 02:53:39	Business Check			5769 S STATE HIGHWAY 205, MCLENDON CHISHOLM	ROCKWALL COUNTY EMS

Mark Woodruff

Year: 2023

	SEPT												TOTAL
Builder Const-Time Violation	4												4
Total Violations	145												145
Total Inspections	145												145
Total Reinspections	149												149
Extensions Granted	1												1
Voluntary Compliance	144												144
Notification Letters (NOVs)	1												1
Door-tags (DTs)	144												144
Total Complaints	9												9
Valid Complaints	6	0	0	0	0	0	0	0	0	0	0	0	6
Invalid Complaints	3												3
City Abatelements (CWOs)	0												0
Substandard Structures	0												0
Citations Issued	0												0
Municipal Court Cases	0												0
Transferred to Other Dept.	1												1

Mark Woodruff - Citations

Month	Citation #	Property Address	Citation Issued To	Reset Court Date	Reset to Trial	Full Fine	Reduced Fine	Fine Amount	FTA
	00100								
	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
Highway 205 (RCAD 11399)	Willow Creek 360 LP	N/A	N/A	High Grass	9.01.23
561 Pullen Road Area	MC Road Responsibility	N/A	N/A	Road Repair	9.05.23
Heritage Aubdivision (Altura)	Oak National Development	N/A	N/A	High Grass	9.06.23
S. Smith Road (Illegal Dumping)	Mannie Rosales (violator)	N/A	N/A	Illegal Dumping	9.12.23
Edwards Rd & League Rd.	N/A	N/A	N/A	Theft/Water	9.15.23
1409 Arezzo Ln.	Perry Homes (new home bld)	N/A	N/A	Const Times	9.19.23
400 Cattle Barron Drive	Jeffrey Skinner **	** (Foundation pre-pour ready)	N/A	No Permit	9.21.23
Connie Lane	MC Road Responsibility	N/A	N/A	Road Repair	9.26.23
Sonoma Verde Subdivision	SV-NexLink Fiber opt Install	Need franchise agreement	N/A	Special Project	9.27.23
6480 SH 205	Heart of Texas Tea House	Same	N/A	Serve Notice	9.29.23

Comments
HWG in buffer zone; need to mow 100' buffer as a fire break behind houses along Stampede Run. {Done}
Request to fill pothole in ft. of this address. Filled one on Klutts Drive and one on S. Smith Road. {Done}
High Grass on (39) lots. Sent notice to Altura and text the Project Mgr (AJ)...violation will be corrected ASAP
Over 1000lbs. of trash & debris dumped roadside. Found Violator and he removed items to avoid a Felony.
Complaint of person stealing water from fire hydrant on Edwards & League/ monitor the area 7:30 - 8:30am
Video evidence of subs working past 7:00 P.M. in violation or ordinance 3.07.002. Notification Sent to PM
Judy requested inspection here. Foundation/Bldg permits have NOT been paid for by contractor. Photos taken
Filled (3) large elongated potholes. I used 750 lbs. of Rock Asphalt Patch on this project. Task completed
Met with subContractor to see permit. They need to enter into a franchist agreement with McLendon-Chisholm
Present Business with Foor Permit Application to submit to McLendon-Chisholm to contunue to operate.

Location	Notes	Code
Sep 28, 2023 3:58 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Sep 25, 2023 4:40 PM 1371 w fm 550	we picked up a stray dog from a resident which was found at FM 550 and FM 1139	Animal Control
Sep 15, 2023 3:45 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Sep 14, 2023 4:16 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Sep 5, 2023 12:23 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Sep 1, 2023 12:21 PM via toscana	we were dispatched to removed a deceased dog from this road, but it was gone upon arrival	Animal Control



**CITY COUNCIL MEETING
CITY OF MCLENDON-CHISHOLM, TEXAS
MEETING MINUTES
OCTOBER 10, 2023**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, October 10, 2023, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

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

4.1. World Teacher's Day

Mayor Short presented the following proclamation on behalf of World Teachers' Day.

Proclamation

WORLD TEACHERS' DAY

WHEREAS, McLendon-Chisholm's future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, McLendon-Chisholm's teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, #TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers plan in the success of Texas; and

NOW, THEREFORE, BE IT RESOLVED that the City of McLendon-Chisholm City Council joins #TeachersCan and its partnering entities across Texas in celebrating World Teachers' Day and proclaims October 10, 2023, to be City of McLendon-Chisholm Teachers' Day; and

BE IT FURTHER RESOLVED that the City of McLendon-Chisholm City Council members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 9 as a symbol of support for our educators.

Adopted this 10th day of October 2023.

5. CITIZEN COMMENTS

Conner Payne, 713 Berkshire Ln, Grapevine, TX. I'm here with Huffines Communities representing Trilogy. Just like everyone, we desire a reliable source of water in a timely manner and for the foreseeable future. We want to come here and affirm our support of the City's desire to serve water and we remain hopeful that RCH and the City of McLendon-Chisholm can come to a solution that is common sense for all parties. I just want to say thank you for your work and thank you for your time.

Brent Cornish, 250 League R., Rockwall. I went to the last P&Z meeting and I voiced my opposition to the zoning change proposal from an SF 2.5 to a commercial. I figured out one more point that I would like to bring to the council's meeting and that is if this is approved and it's changed to a commercial, then what's to stop the developer from coming in on the other three

parcels that he owns right next to it and say well, I'd like to make this commercial. By doing so you'd be setting a precedent. I just wanted to bring, if I'm correct, and I just wanted to bring that point up to everybody. Thank you.

Gina Manis, 107 Chaney Pl., McLendon-Chisholm. I just want to say thank you McLendon-Chisholm and particularly, Mayor Pro Tem Adrienne Balkum for leading the way in acquiring the water acquisition. The steps have been laid out very specifically from the very beginning. I'm new to this whole process and since I've been coming to not only the City Council meetings, I went to the town hall meeting, I was a part of the neighborhood representatives meeting. Each and every one of these the minutes are taken. The PUC process was very clearly laid out. On 7-11 the letter of intent was very clearly read. I don't know how anybody could miss that. That was approved unanimously. Correct me if I'm wrong later, but I believe that was your letter stating we're going to do this and why would you send a letter if you're not going to do this, So, that's how I understood it. I'm glad it seems like we're a water experiment with RCH and I'm really tired of it and I'm ready to move on with the process. The experiment with RFPs they chose a very bad company that we knew from the very beginning and they finally saw that when they got their letter from North Texas Municipal Water District saying how you need to explain this Aqua deal and low and behold, RCH backed out of Aqua pertaining to the 1.2 million, I believe it's that amount, that's probably not correct, billing error wanting us to believe that this major water corporation can make such an error. So they bailed on that and now they're going to cause a deflection saying MC didn't file this correctly when MC did. It's been very clearly laid out since 7-11 and even the 7-11 City Council meeting. I appreciate your detail, your time, and effort to go to HOA meetings explaining each and every step. Even in the 7-11 meeting you went through each and every date and you said next we will be filing with PUC. So, somebody wasn't listening, somebody wasn't asking questions from citizens and anybody that can't understand that that wasn't happening. I just appreciate you and I'm sorry you're taking flack for that and want you to continue in that. There's many of us, when we did the petition to add to the ballot, I had more ETJ people come and sign that petition at the location I was at. So, it's just not a city thing, this is the CCN, the water boundary and you guys are doing everything by the letter of the law, you're held accountability as a municipality much higher than anybody else and it would be very unwise for anybody not to go through the proper channels and so I appreciate you going through those channels. I observed RCH meeting where one lady went on for at least five minutes explaining her Co-op idea and yet you were yelled down about six people out of about 45 when you tried to again to tell people. It was clear they don't want to see it, they don't want to read it. There's some people that will not listen. They will not and it's sad because they're asking questions that you have been answering over and over. I've heard them, many of us here have heard the answers and we're very aware of that process. So, I support MC's city council. I encourage you to look a little bit closely at your motives if you're not behind it. I believe this is a valiant effort and we need you guys to unify and get behind this because everything is being following letter to the law and it's written and it's recorded. I don't know how many other times it can be explained. If I can understand it I don't know how anybody else cannot understand what you guys have been saying all along that you were filing. So, thank you and I applaud you and we appreciate you. There's so many people that appreciate what you guys are doing. Thank you.

Mike Easter, 403 Wagon Ct., McLendon-Chisholm. I just want to dog pile on what Gina just said. At that meeting that she described, it was very, I couldn't believe the behavior at this thing. There's this belief that there's this two-minute rule that's artificially imposed arbitrarily and failing to

consider all of the agenda items, the complexity of the issues and the number of people who wanted to speak relative to the time available. I thought it was very unruly, I thought it was inappropriate, and the fact of the matter is as a citizen of this country and as someone duly elected, you don't check your first amendment rights at the front door because a bunch of knuckleheads think you can, they can stop you from saying something that RCH is a state sanctioned entity and the rules of the First Amendment and all the policies behind it applied to those folks. So unless there was a reason to not permit Ms. Balkum to speak, there shouldn't have been any of this sort of behavior towards Ms. Balkum. I've know her for about a year and half and since that time she's worked really hard on these issues and as Gina pointed out, you have to look at a person's motives. I know she works hard for this community. I know Dan Tucker works very hard for this community. He's been on the P&Z committee, he's been on the City Council. I was very pleased when he got elected on this thing. So I appreciate the hard work that our city council members do for this group. And just one other issue is that the reason you're up on this Dias is that you're part of a representative democracy and at the end of the day, all of you represent the citizens, the residents of McLendon-Chisholm. Although you may consider some of the effects that the actions of this city has on folks in the ETJ, Rockwall, Texas, generally your first duty is to the citizens of McLendon-Chisholm. Thank you.

Anthony J. Crawford, 104 Lavender Pl., McLendon-Chisholm. Here we are at the end of a long hot summer. The debate over water rages on and the court of public opinion on social media is in overdrive. As a reminder, this issue will not be decided by comments on social media. It will be decided by the Public Utility Commission of the State of Texas. The law is clear.

The City of McLendon Chisholm is growing and will need City owned services to meet that growth. This is part of a statement that was placed on the City website on June 14th of this year.

"McLendon-Chisholm will be able to accomplish a public purpose and is in the best interest of McLendon-Chisholm, its citizens and RCH customers to provide continuous and adequate service to consumers. Our plan is to make immediate operational management improvements to the pumping station, provide a meter reader solution and implement billing administration with quality customer service. In addition to accounting services our City Council will consider combining the water, wastewater and waste management services on a single billing statement.

We will work with our engineers to address infrastructure improvements and work towards becoming a direct customer with North Texas Municipal Water District (NTMWD)."

Mayor Short designated Mayor Pro Tem Adriene Balkum and City Administrator Konrad Hildebrandt as the contact on all matters concerning water. This was done to meet the growth this City is experiencing and to meet future needs. Not to create division but to create a solution. Not to create social media arguments but to create a plan.

According to the Texas Association of Water Companies, 600 Thousand of our fellow Texans are provided water by private for profit and private nonprofit water companies. Let's put that in perspective. The State of Texas currently has 30 million residents. So that means private companies such as RCH serve right at 2% of the state's population. That means 98% get their water from municipal run water systems. Just plug in "who runs a water system better; private

water companies or municipalities?” Overwhelmingly, its municipalities. The City of McLendon Chisholm needs to take on this responsibility.

I had a resident ask me the other day why I blindly follow Mayor Pro Tem Balkum on this water issue. I told them that I have never blindly followed anyone, but I do follow leaders who have strong opinions, self-confidence, strong work ethic, strong desire to learn and integrity. Mayor Pro Tem Balkum is the epitome of these descriptions. I’m proud to serve with her on getting viable short term and long-term solutions to our water issues.

I asked this same person what they felt about Mayor Pro Tem Balkum. The answer made me shake my head. They said they just didn’t like her, and that her handling of the fire department issue caused them to not like her. Let’s review, her efforts have secured us a professional fire department that is well trained. She also secured a fire chief that is certified by the State of Texas. These alone have helped the citizens get the lowest rates possible on their homeowners’ insurance. I can testify to the training in that I am here to deliver these comments because this professional fire department exists. They brought me back from certain death. I can only determine that someone wouldn’t like a person after this because that person is not supposed to have an opinion, be self-confident or vocal.

The past leadership of RCH realized a need to get out of the water supply business. They were working to get the system over to the City of McLendon Chisholm because they realized, as well as all the customers, that the business had outgrown their ability to properly maintain it. Then an election for a new board member took place. All communications with the City of McLendon Chisholm were stopped by the RCH Board. I asked Mr. Naylor why that was, and his response was that the contract presented by the City was a bad contract and he had no obligation to present it to the RCH board. So, it appears that the decision to stop negotiations was made by him and him alone. Staff began quitting RCH so the City offered an interim agreement on May 24th to offer RCH meter reading and billing capabilities. There would also be installation of new meters with the capability of reading remotely. Instead of using this as a viable solution, Mr. Naylor began shopping the system to various other water companies with interest only being shown by Aqua. We now know that the Aqua agreement has been terminated. We just wasted several months in getting to a solution. So we are being told to trust the same RCH board because they “now” have solutions. This is not a “throw it against the wall to see what sticks” type issue. We need solutions and we needed them yesterday.

Citizen comments were closed at 6:50 p.m.

6. APPROVAL OF MINUTES

MOTION: APPROVE THE MINUTES OF THE SEPTEMBER 26, 2023, CITY COUNCIL MEETING

MADE BY: Council Member Tucker
SECONDED BY: Council Member Hoffman
APPROVAL: Unanimous

7. ITEMS FOR DISCUSSION AND ACTION

7.1. Review / Action – Heritage Architect RFQ

City Administrator Hildebrandt presented his staff report on this item:

Background: The City Council has requested that the City submit a Request for Proposal (RFQ) for Architectural Services specifically for the “Heritage Center”, but also for the overall city.

He introduced Burditt Land Place and the principals who are here to talk with you. We’d also like, through this presentation, potential action if you are ready to potentially accept or approve this architectural firm as the city’s architect and designate the city manager to work with them to develop a contract to bring back to you to see the fiscal impact of this.

At this point he invited the principals from the architectural firm to come up to the Dias.

Charles Burditt, President of Burditt Land Place, made a presentation of their proposal.

MOTION: ACCEPT THE PROPOSAL OF BURDITT LAND PLACE AS THE ARCHITECTURAL FIRM FOR THE DEVELOPMENT OF THE HERITAGE CENTER PROJECT.

MADE BY: Council Member Tucker

SECONDED BY: Mayor Pro Tem Balkum

APPROVAL: Unanimous

Direction was given to the City Administrator to negotiate with Burditt and bring back a contract.

7.2. Presentation by developer of concept plans for two potential projects in McLendon-Chisholm around the intersection of FM 550 and SH 205.

REMOVED FROM AGENDA

7.3. Update and discussion of RCH acquisition.

Mayor Short explained there is a book being put together with all the information in there. It’s not completed yet, there’s a lot of information still to be put in there, it’s just not complete yet.

Mayor Pro Tem Balkum reported that as of September 29th, a Friday, our water attorney, Emily Rogers, filed with the Public Utility Commission the 13.25 application and we’re just waiting now at this point.

Council Member Hoffman asked how the denial letter from North Texas that we received on September 15th affects that.

Mayor Short explained that denial letter, there were conditions in there of things that we did not have at the time. But we’ve been advised by them to file formally like we have.

Mayor Pro Tem Balkum reported that in July, she and Konrad went to North Texas Municipal Water District and one of the things that the discussion was is like what are the items that we need, or application, or any information that we need to be prepared for to request to become a direct customer with Texas Municipal Water District. They first said you have to write a letter and the other thing was that they had to send us an email that included an attachment of all the requirements that they were expecting for a direct customer. So, we sent the letter on August 8th. Now you're probably wondering like wait a minute, so why didn't we get called in. Well we didn't, we had an issue with maps. On the maps, Chisholm Crossing Phase 2, 3, and 4 were not included in the maps. Our water attorney advised that we needed to make sure to get High Point SUD to say they're not going to object to adding that to the maps for the amendment. So we had to have a meeting and then we had a special meeting with High Point SUD. It was on their agenda and we talked about the right-of-way ordinance and also, they were requesting a letter with the letterhead to be included with this application process. So we got that and then we had updated maps. Emily Rogers ended up filing all of this information. It did just so happen that they did send it on September 15th, but if you will notice on the August 8th letter, one of the first things says specifically is that we have to go and file with the Public Utility Commission. That's the first thing and then after we get all that information we have to work with them and with their engineering executive team and all that to get all the other stuff taken care of. But once the city does receive authority from the Public Utility Commission then to provide within your city limits or extraterritorial jurisdiction, then North Texas Municipal Water District stands ready to assist the city with any future agreements being subject to North Texas Municipal Water District Board of Directors approval. There is a process to this when you're working with the executive team. They are not the board, that is the administrative team and then there's kind of like a water committee that reviews and verifies the information that is submitted from these letters or any information that's submitted. Then, once all of the documentation that's submitted, all that and when we're ready, it's kind of like creating an actual contract with North Texas Municipal Water District and then we will be before the actual board and that's whenever they approve and they will be able to provide an approval letter from the actual executive at that point that we will be a direct customer.

7.4. Mayor's response to the announcement RCH Water Supply concerning the City and City Council stopping the hostile take-over of RCH.

Mayor Short stated that announcement is full of inaccuracies. Have Mr. Naylor and I met, Mr. Naylor being the president of RCH, yes we have. Have we talked about things, and give and take, yes we have. Was there anything in writing, absolutely not. Was there an agreement, absolutely not. There was a discussion. If my Council thinks that I would make a decision like that without bringing it back to them, that they were happy with it and that they needed to bless it first, then we have a severe breakdown within city government. That kind of decision would not be one I could make on my own without negotiating and discussing with my city council.

8. DATES, DISCUSSION AND DIRECTION TO STAFF

Council Member Hoffman – It saddens me to hear that you refused to acknowledge what you agreed to that night or that afternoon in the meeting with RCH board president David Naylor, a meeting that Konrad was also present. I have in my possession emails showing the meeting that was being set up and also emails from Mr. Naylor recapping the meeting with a detailed list of what had been agreed upon, an email that neither one of you responded to. If someone sends me an email with false information, I'm pretty prone to reply to that email, pretty quick, with questions. I'm also curious at the advice of our city manager that these emails were sent to your Gmail account, but that's the least of my concerns tonight. Copies of these emails I have tonight, copies of these emails I have for the council and a copy has been provided to the City Secretary for the record. I'm also in possession of a recording of that meeting and I'm ready to play a portion of that tonight if needed. A transcript is also being provided in the packet. When I first heard the recording I was very proud of you. I was proud that you were finally standing up and doing the right thing for the citizens of McLendon-Chisholm that are served by RCH. That feeling was unfortunately short-lived when you started denying what we're about to know is true and I'm willing to play a piece of that to where you did agree to that.

Mayor Short: Ms. Hoffman before you do, you might want to make sure before you do anything like that, you had a conversation with the City Attorney because Mr. Hildebrandt and I were both in that meeting and there was nothing put in writing and why it went to my Gmail account, you'll have to ask Mr. Naylor because he has my city account.

Council Member Hoffman: That's on the recording as well that Konrad told him to so you could avoid open record requests.

Mayor Short: I don't remember any part of that conversation.

Council Member Hoffman: I can play that too if you need me to.

Council Member McNeal: I would like to hear the recording personally.

Mayor Short: I'm sure you would Mr. McNeal. At this point I think we need to have an executive session

The time is 7:34 p.m. and as authorized under 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 which would be 7.4.

At 8:17 the council returned from Executive with No Action taken.

Council Member McNeal was excused from the meeting at this time.

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

- 9.1. Mayor Short – Reported there is a tree over by the fire station that will be planted over here that was donated by the Lovells. So, we have a very beautiful tree that was donated. Mayor Short shared that some of them have had some pretty heated discussions and I'm one that believes in honor and integrity. When I make a mistake, I take ownership of it. What you didn't hear in executive session, and I'll spill the beans is I feel that I've failed my Council and I told them. I've been lacking on responding to some things in the last month. It's because, health-wise I've got a lot on my mind. I don't ask for pity, I don't ask to be babied. A month ago I was told I have chronic congestive heart failure. I've always been larger than life, the one that could protect everybody else. To be told by my doctor that my heart's failing, I struggle with it. I had to do a couple of tests and next week I have to do a couple more. That fear of the unknow, I'm a strong Marine, but I would be lying to you to tell you I'm not scared. Because I am. If I look a little distant, it's because I've got a lot of stuff on my mind. But I love this community, I love my Council, and I do my job the best I can. So, if it looks like don't care sometimes, it's not that. I'm going through a lot.
- 9.2. Mayor Pro Tem Balkum – Council Member McLendon wants to canvass the members for Veterans Day events for November 11, 2023 at City Hall. He doesn't have a time determined but please send out the email to the rest of the Council to ask for event ideas for November 11, 2023, Veterans Day. Mayor Pro Tem reported that last week Mayor Short, Council Member McLendon, and City Administrator Konrad Hildebrandt, and City Attorney Halla put in our hours at the annual Texas Municipal League 111th Annual Conference in Dallas. We attended sessions for small city talks, Economic Development and volunteer recruitment for city events, boards, and commissions, and our personal favorite, Water and Sewer Business 101, a Guide to balancing the interest of your business and customers. So I want to give a shout out to our administrator and our attorney and, of course, Mayor Short for contributing to the session that was really good. Lastly, at the event the City of McLendon-Chisholm's TML Resolution relating to a local Water Supply Corporation providing adequate delivery of water or meet the infrastructure requirements to keep up with water demand passed with two friendly amendments. The Committees will be appointed in 2024 and the TML Board will finalize that in 2025/2026 legislation program and if it all goes well, we will head to Austin in the 2025 legislative session. I'm still working on the policies I mentioned at the last meeting to present to the city council for consideration regarding a committee that's regarding public input regarding utilities and the website Q&A related to community input such as for the building moratorium and how the process goes with building permits and pool permits
- 9.3. Council Member McNeal – Normally on the third Wednesday of the month... well every other month... I will attend at the county courthouse with our County Judge Frank New and other members of Councils, Mayors, Police Chiefs, Sheriff, and other leaders to discuss the Ambulance Services of our Rockwall County EMS. We discuss other Emergency Services and things that go on within the county as well.

However, this past Wednesday... I was excused from this meeting due to having to take my wife to the emergency room. She had a pain in her side and well ...we were not sure.

Once they were able to do a CT Scan... they found a stone in her kidney the size of a pencil eraser!

But that wasn't the bad news. The infection of her kidney was so bad they could not remove the stone. The fluid injected into her to get a scan didn't even make it through her kidney due to the infection being so bad. They had to put in a stint and treat the infection and leave the stone until, as they put it... "the area wasn't so angry!" That night they finished the surgery and we had hoped to go home on Thursday. It proved to not be the case... the infection had gotten worse to a point it was even in her blood stream. Now, I am not a doctor or a professional... but that can't be good.

So, they started to be more aggressive if you will with the antibodies and treatment... We were in for many doctors to give us opinions and those wanting to even do a PICC LINE into her heart. There just was not any good news forth coming at all.

Many friends each day sent prayers... asked how she was doing and even offered ANYTHING just to help... Jennifer Hoffman... thank you for the prayers and asking if you could do anything. Each day... you asked... even after the night before being at the ER with your own mother and that incident as well. Floyd sent texts asking if we needed anything. Dan Tucked checked in and sent prayers.

Chris George while on vacation with his own wife would ask how my wife was doing... friends from Marine Corps League... Band of Brothers and the Cigar Club sent prayers... As well as Judge Frank New keeping tabs. Justin Holland sent prayers... so many people.

Even Sarah Naylor jumped in and sent a prayer each day... and asked how my wife was doing. To a point that two people even joined to go to the store and got groceries so I could be at home with my wife and care for her! Neighbors asked... I had friends from the ETJ, Citizens within the city and other neighboring cities ask about my wife. It did not go unnoticed... as even Chris George left a card for my wife to get better in our mailbox.

My point is simple this... when we stop and care about the people... then we truly have the best interests in all things. I would go as far as to say that there could be something wrong with your character if opportunity controls your loyalty!

For me... I care about people. I want to be there for the people... as that is what I signed on for to do in this... and what I took an oath to do.

If people from all sides can ask about my wife... then I would say people from all sides can be decent to one another... work together and show the PEOPLE that we care about them and want the best for them.

I just wanted to take a moment to thank those that checked on me and my wife during last week... as it was truly scary for me... her... and being touch and go... the level of stress was insane!

Thank you to all... and please continue with prayers as she isn't in the clear yet. They must get the infection under control more... and the swelling down from the stone so that they can then remove the stone and the stint.

Thank you...

9.4. Council Member McLendon - Absent

9.5. Council Member Hoffman – None

9.6. Council Member Tucker – None

10. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 8:23 p.m.

APPROVED:

Mayor Keith Short

ATTEST:

Rochelle Green, City Secretary



City of McLendon-Chisholm
Staff Report

Date: October 24, 2023

Agenda Item: Discuss/Action - Water License Agreement Between Blackland Water Supply Corporation and the City of McLendon Chisholm, Texas

Fiscal Impact: TBD

Background: Enclosed is the license agreement that if approved would allow Blackland to use City water lines to serve Sonoma Verde. This license agreement is similar to the license agreement that the city entered into with RCH.

Staff Assigned: Konrad Hildebrandt, City Administrator

**LICENSE AGREEMENT BETWEEN
BLACKLAND WATER SUPPLY CORPORATION AND
THE CITY OF MCLENDON-CHISHOLM, TEXAS**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between Blackland Water Supply Corporation ("Blackland"), and the City of McLendon-Chisholm, Texas, (the "City"), which created the Sonoma Verde Public Improvement District (the "PID") on September 9, 2007 by Resolution No. 2007-21. The City and Blackland may be individually referred to as a "Party" and collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, Land Solutions SV, LLC (the "Developer"), is engaged in developing that certain 550.39 acres of land in the City (the "Property") for a project called Sonoma Verde ("Sonoma"); and

WHEREAS, the City and RCH Water Supply Corporation ("RCH") entered into a License Agreement effective January 8, 2014 (the "RCH Agreement") for the license of water infrastructure to provide water service to Sonoma; and

WHEREAS, MC 550 Investors, L.P. (the "Original Developer") and RCH entered into a Phase 1 water service agreement effective March of 2014 (the "Phase 1 Water Service Agreement") and a Phase 2 and future phases water service agreement effective July 24, 2018 (the "Future Phases Water Service Agreement") to provide water service to Sonoma (collectively, the RCH Water Service Agreements"); and

WHEREAS, the Original Developer assigned the Future Phases Water Service Agreement to the Developer; and

WHEREAS, RCH may no longer be a long-term viable option to provide water to future phases of development within Sonoma ("Phase 3 and Phase 5"); and

WHEREAS, Blackland owns and operates a water system that supplies potable water for human consumption and other domestic uses to customers within its service area (the "Blackland CCN"); and

WHEREAS, Phase 3 and Phase 5 are not within the Blackland CCN but are within one-quarter mile of its boundary such that Blackland may provide retail water service to Phase 3 and Phase 5 without amending the Blackland CCN; and

WHEREAS, Blackland owns and operates an 8" water line in the vicinity of the Property; and

WHEREAS, Developer has requested Blackland to provide retail water service to Phase 3 and Phase 5 as depicted on Exhibit A, in the amount of the water needed for the uses in Phase 3 and Phase 5; and

WHEREAS, the Developer and Blackland are entering into a Water Service Agreement (the "Water Service Agreement") for Phase 3 and Phase 5, to sufficiently serve approximately two hundred forty-eight (248) residential lots and two (2) irrigation meters; and

WHEREAS, the Water Service Agreement will address Blackland's provision of water service to Phase 3 and Phase 5 on a temporary basis; and

WHEREAS, to service Phase 3 and Phase 5, the Developer will construct an offsite 8" water line beginning near the intersection of Edwards Road and FM 550 to Sonoma (the "Offsite Water Line"); and

WHEREAS, the Offsite Water Line will be owned and maintained by Blackland; and

WHEREAS, the Offsite Water Line will connect to those water system improvements constructed within Phase 3 and Phase 5 that will be owned by the City (the "Onsite Improvements"); and

WHEREAS, at this time, the City is not a retail water provider, but is pursuing the necessary steps to become a retail water provider, including securing a wholesale water supply through the North Texas Municipal Water District ("NTMWD"), the City of Rockwall, or another qualified source; and

WHEREAS, the City desires to grant a license to Blackland for use of the Onsite Improvements on terms mutually acceptable to the Parties, so that Blackland has the right to use the Onsite Improvements to provide water service to Phase 3 and Phase 5 until such time as the City is able to serve such retail water customers.

NOW, THEREFORE, for and in consideration of the foregoing mutual benefits, covenants, and agreements herein expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Blackland agree as follows:

TERMS OF AGREEMENT

(1) **Water Improvements.**

A. Offsite Water Line. The Developer intends to construct the Offsite Water Line, the cost of which will be addressed in the Water Service Agreement entered into between Blackland and the Developer. Blackland will own the Offsite Water Line and have full responsibility for the operation and maintenance of the Offsite Water Line.

B. Onsite Improvements. The Developer intends to construct the Onsite Improvements, which must be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the City and Blackland and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by the City's engineer and Blackland's engineer prior to construction of the Onsite Improvements, which approval will not be unreasonably withheld, delayed or conditioned. After such approval of the plans and specifications by Blackland's engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly

define the "Onsite Improvements." Any future improvements to the Onsite Improvements shall become part of the Onsite Improvements as defined in this paragraph.

- i. Repairs and Maintenance. Once constructed and after a one-year warranty period, Blackland shall have full responsibility for the operation and maintenance of the Onsite Improvements. Blackland is responsible for the cost and performance of all normal repairs from normal system operations, such as leak repairs, due to ordinary wear and tear, to any portion of the Onsite Improvements impact by Blackland service within Phase 3 and Phase 5.
- ii. Annual Report. By July 31st of each year, Blackland shall provide the City with a report (the "Annual Report") listing the repairs that were made to the Onsite Improvements during the previous twelve (12) month period and describing any capital improvements, extraordinary repairs, system failures, or line replacement costs (collectively, "Capital Improvements") that Blackland anticipates will need to be made during the next twelve-month period. In the event Blackland determines that a Capital Improvement must be made that was not anticipated in the Annual Report, Blackland will supplement the Annual Report as soon as practicable.
- iii. Capital Improvements. Expenses for any Capital Improvements are at the sole cost of the City. If an expense is greater than or equal to \$1,500, it will be deemed a Capital Improvement, the cost of which will be borne by the City. Blackland will work with the City in prioritizing the Capital Improvements proposed in the Annual Report, and in developing plans to complete the Capital Improvements in a cost-effective manner and in a time period that is mutually agreeable to the Parties and that ensures continuous and adequate service is provided to the customers served by the Onsite Improvements. Any Capital Improvements shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the City and Blackland and all governmental agencies having jurisdiction. The plans and specifications must be reviewed and approved by Blackland's consulting engineer prior to the construction of the Capital Improvements, which approval will not be unreasonably withheld, delayed or conditioned. In the event Blackland must make Capital Improvements to the Onsite Improvements not anticipated in the Annual Report in order to protect with integrity water system or protect the public health and safety, Blackland shall notify the City Administrator of the City, or his or her designee, as soon as practicable, but no later than twenty-fours (24) hours after determining the repairs are required.

C. Billing. Blackland will be responsible for installing meters that utilize the City's preferred automated meter reading system to serve Phase 3 and Phase 5. Blackland will read meters to facilitate billing customers within Phase 3 and Phase 5 for water service until notified by the City that the City will assume meter reading responsibilities. The City and Blackland will work with Inframark, a water and infrastructure services company, or another service provider

selected by the City at its option to facilitate consolidated bills to the customers that include water, sewer, and trash services.

(2) **Existing Agreements.** If necessary for Blackland to provide water service to Phase 3 and Phase 5, the City will modify the RCH Agreement to reflect the terms of this Agreement. Blackland will obtain all necessary approvals and contract modifications with the City of Rockwall and NTMWD for the ability to service Sonoma.

(3) **Water Service to Sonoma.** The City is pursuing the necessary steps to become a retail water provider. RCH currently provides water service to Sonoma Phase 1, Phase 2, and Phase 4. Using the Offsite Water Line and the Onsite Improvements, Blackland will provide water service to Phase 3 and Phase 5 until such time as the City has secured the ability to provide retail water service to Sonoma through NTMWD, the City of Rockwall, or another qualified wholesale source of water. If the City becomes a retail water provider, at the City's option, the City may take over all or any portion of the water service to Sonoma including water service being provided by Blackland under this Agreement. If the City is not a retail water provider and Blackland: (1) has constructed its direct connection with NTMWD; (2) has secured all necessary approvals from NTMWD to expand its customer service area; and (3) has sufficient infrastructure and capacity to serve all of Sonoma, the Parties anticipate that Blackland and the City may modify this Agreement so that Blackland may provide retail water service to all of Sonoma until such time as the City has secured the ability to provide such water service to Sonoma.

(4) **Consideration.** The Parties stipulate that the obligations, rights, and benefits provided herein are mutual and supported by adequate consideration. For and in consideration of the mutual agreements contained herein, the City hereby grants Blackland the right to use the Onsite Improvements for the provision of retail water service to customers within Phase 3 and Phase 5 (the "License"). A portion of the consideration for the License is Blackland's agreement to disconnect water to a customer within Sonoma for non-payment of sewer service.

(5) **Term.** Unless terminated by mutual agreement of the Parties hereto, this Agreement shall continue in full force and effect until the earlier of: (1) such time as Blackland no longer provides service to any retail water customer within the Property or (2) the City has secured the ability to and has agreed to provide retail water service to Sonoma.

(6) **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(7) **Remedies.** IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY,

INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

(8) **Effect of Force Majeure**. In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable to it in the judgment of the Party having the difficulty.

(9) **Notices**. Any notice or communication including any required documents or instruments required or permitted hereunder shall be in writing and shall be deemed to be delivered, (i) whether actually received or not, three (3) days after it was deposited in the United States mail, postage fully prepaid, certified mail, return receipt requested, addressed to the intended recipient at the address below, (ii) when received via hand courier service, or (iii) the day after sent, if sent by overnight delivery service such as Federal Express or Lone Star Overnight.

Any notice mailed to Blackland shall be addressed:

Blackland Water Supply Corporation
P.O. Box 215
Fate, TX 75132

Any notice mailed to the City shall be addressed:

City of McLendon-Chisholm
ATTN: City Administrator
1248 S. Hwy 205
McLendon-Chisholm, TX 75032

Either Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

(10) **Severability**. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

(11) **Indemnification**. The Blackland and the City agree to indemnify and hold harmless each other and their respective officers, employees, agents and other licensees from any liability, damage, claims, costs and demands whatsoever, including reasonable attorney's fees and expenses, arising out of the conduct of, or the use of the Onsite Improvements by the other Party, or their respective employees, agents, or contractors.

(12) **Exclusive Rights**. The rights granted to Blackland hereunder shall be on an exclusive basis.

(13) **Interpretation**. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

(14) **Entire Agreement**. This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

(15) **Amendment**. No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of Blackland and the City, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

(16) **Governing Law**. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Rockwall County, Texas.

(17) **Venue**. Venue for any suit arising hereunder shall be in Rockwall County, Texas.

(18) **Successors and Assigns**. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

(19) **Assignability**. This License is not transferable and may not be assigned.

(20) **Effective Date**. This Agreement shall be effective from and after the date of due execution by all Parties.

IN WITNESS HEREOF, EXECUTED by Blackland and the City under the authority of their respective governing bodies in Duplicate Originals on the dates indicated below,

CITY OF MCLENDON-CHISHOLM,
TEXAS

Blackland WATER SUPPLY
CORPORATION

By: _____
Mayor of McLendon-Chisholm

By: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

City Secretary

Blackland Water Supply Corporation
Secretary

Depiction of Phase 3 and Phase 5





City of McLendon-Chisholm
Staff Report

Date: October 24, 2023

Agenda Item: Presentation - 1st Reading (No Action) – River Rock Development (DR Horton) – Overall Development and Development Agreements (Fire and General).

Fiscal Impact: NONE

Background: Principals for the River Rock Development (DR Horton) will make an overall presentation of their development and also present two (2) agreements (enclosed) for fire/ems protection and an overall development agreement.

This development is in our Extra-Terrestrial Jurisdiction (ETJ) and will be completed (with or without an agreement). These two development agreements allow the city to have some say in the overall final product and provide additional and ongoing increased revenue to the city.

Staff Assigned: Konrad Hildebrandt, City Administrator

**PROPOSAL AND TERM SHEET
CITY OF MCLENDON-CHISHOLM, TEXAS
DEVELOPMENT OF 1,867 ACRES**

It is requested that the following terms and conditions shall apply to the proposed development of approximately 1,867 acres (the “Property”), the majority of which is currently within the boundaries of River Rock Trails Municipal Utility District Nos. 1 and 2 (the “MUDs”) and partially within the extraterritorial jurisdiction (the “ETJ”) of the City of McLendon-Chisholm, Texas (the “City”) and partially outside of the corporate limits or ETJ of any city, town or village, pursuant to an agreement (the “Development Agreement”) between DMDS Land Company, LLC, a Texas limited liability company (the “Owner”) and the City.

In order to facilitate development of the Property, the Owner and the City intend to enter into the Development Agreement, which will incorporate the following items:

- Owner will submit a petition to the City requesting the City to expand its ETJ to include the portion of the Property not currently located within the corporate limits or ETJ of any city, town or village, and the City will expand its ETJ to include all of the Property.
- Under the term, termination, and/or default provisions of the Development Agreement, the City will agree to remove all of the Property from the boundaries of its ETJ in the event the City breaches any terms of or is otherwise in default under the provisions of the Development Agreement, subject to the City’s opportunity to cure such default within a reasonable time.
- City will provide its consent, in the form of a resolution, to the annexation of certain portions of the Property into the MUDs to help facilitate Owner’s swap of certain portions of the Property between the two MUDs.
- The City will have the right, but not the obligation, to annex the Property into the corporate limits of the City upon Owner’s receipt of 100% of the reimbursables due to Owner by the MUDs.
- Blackland Water Supply Corporation (“Blackland”) will be the retail provider of water service to the MUDs and the MUDs will be the retail wastewater providers. The MUDs will own and operate a wastewater treatment plant (“WWTP”) permitted by the Texas Commission on Environmental Quality (“TCEQ”) on the Property. The TCEQ will be the sole permitting and regulatory authority for the WWTP.
- The City agrees to support any applications filed with the TCEQ by the MUDs to renew, amend, or expand the Texas Pollutant Discharge Elimination System Permit

No. WQ0015882001(the “TPDES Permit”) that is held by the MUDs relating to the WWTP. The City further agrees not to file anything with the TCEQ to protest or otherwise interfere with the MUDs’ renewal, amendment, or expansion of the TPDES Permit. The City acknowledges that the MUDs intend to enter into a Regionalization Agreement with North Texas Municipal Water District (“NTMWD”) to examine the feasibility of regionalization through NTMWD’s regional wastewater system, and the City agrees not to interfere with the MUDs’ ability to work with NTMWD to regionalize.

- The MUDs will own and maintain all roadway and drainage facilities serving the Property. The City agrees that the Texas Department of Transportation (“TxDOT”) shall have the sole authority to approve any improvements to TxDOT roads recommended in the Traffic Impact Analysis previously obtained by Owner (the “TIA”) and Rockwall County (the “County”) shall have the sole authority to approve any improvements to County roads recommended in the TIA. The City further agrees to support Owner’s preferred alignment of the future loop 9 (the Development Agreement can include an exhibit showing the preferred alignment).
- The City shall be responsible for issuing building permits and conducting home construction inspections. The City agrees that it will have sufficient personnel to timely issue building permits and conduct inspections in accordance with Owner’s pace of development of the Property. The City agrees that it will contract with a third-party inspector, as needed, to assist with the building permit and inspection processes. The City agrees that the fees charged for building permits and inspections will be the same fees charged to in-city developments for building permits and inspections.
- The Property will not be charged any impact fees, capital recovery fees, pro-rata fees and/or the like.
- The City may charge reasonable development review fees for review of engineering and development plans, at the same rates charged to in-city developments. Review of plans will be conducted within a reasonable period of time. Inspections of water, sewer, drainage and road infrastructure will be arranged by Owner with the MUDs. The City acknowledges and agrees that it will not own and of the water, sewer, drainage or road infrastructure within the MUDs, will not conduct any inspections of such infrastructure, and will not charge any development inspection fees. Upon the City’s request, Owner agrees to provide the City with inspection reports and testing reports for their records.
- Owner and the City agree that development within the Property shall occur in phases as the market will support and will consist of various land uses and lot sizes as dictated by market demand at the time of construction. The City further agrees that

nothing in the City's subdivision ordinance, as applicable to developments in the City's ETJ, regarding land use, lot sizes, setbacks or the like, whether existing now or in the future, shall apply to the Property.

- The Property will be developed according to the City's subdivision ordinance as it exists as of the effective date of the Development Agreement, subject to the deviations from and variances to such ordinance attached as an exhibit to the Development Agreement. The City agrees that any future amendments to the City's subdivision ordinance that occur after the effective date of the Development Agreement shall not apply to the development of the Property.
- The City will work with the County in good faith to amend the existing Interlocal Cooperation Agreement between Rockwall County and the City of McLendon-Chisholm, dated November 12, 2013 (the "County ILA"), to clarify which entity's standards apply to the Property and which entity has jurisdiction over various aspects of development of the Property. The City agrees that the amendment to the County ILA shall be completed within three (3) months of the effective date of the Development Agreement, unless additional time, not to exceed an additional three (3) months, is approved in writing by Owner. Notwithstanding the foregoing, the City agrees that the Development Agreement shall become null and void *ab initio* and the City shall immediately take action to remove the Property from its ETJ if the City has not finalized an amendment to the County ILA to Owner's satisfaction within six (6) months of the effective date of the Development Agreement.
- The City and the MUDs will enter into a separate agreement for fire protection and emergency medical services.
- Manufactured home(s) shall be permitted on the Property solely to satisfy on-site voter requirements of the TCEQ.
- Owner may create a sustainable and mandatory homeowners' association ("HOA") that requires membership by all owners of a residential lot within the Property. The HOA, if created, or the MUDs shall own and be responsible for the consistent maintenance of any private facilities, appurtenances, and open spaces/common areas, trails, parks, and facilities within the Property (the "Private Facilities").
- Owner agrees to create an open space and trail system within the Property, which may be located in the flood plain and shall be cared for and maintained by the HOA or the MUDs (the "Trail System"). Owner agrees to include an Exhibit to the Development Agreement showing the intended Trail System. Owner further agrees to reasonably work with the City for connectivity of the Trail System to the City's existing trails, to the extent possible.

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- The City shall provide trash collection and recycling services to the customers within the Property at the same level of service and in a manner consistent with such service as provided by the City within the City's corporate boundaries. The residents within the Property shall be charged the same rates for trash collection services as the City charges its customers located within the City's corporate boundaries.
- The City shall provide animal control services to the customers within the Property at the same level of service and in a manner consistent with such service as provided by the City within the City's corporate boundaries. The residents within the Property shall be charged the same rates for animal control services as the City charges its customers located within the City's corporate boundaries.

This Term Sheet is merely conceptual with respect to the Property and is not intended to be binding upon the City or the Owner. It shall be and remain within the sole discretion of each party whether or not to enter into the Development Agreement, and neither party shall have any liability for failing to do so.

**PROPOSAL AND TERM SHEET
CITY OF MCLENDON-CHISHOLM, TEXAS
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES
FOR 1,867 ACRES**

It is requested that the following terms and conditions shall apply to the proposed agreement regarding the provision of fire protection and emergency medical services to approximately 1,867 acres (the "Property"), the majority of which is currently within the boundaries of River Rock Trails Municipal Utility District Nos. 1 and 2 (the "MUDs"), between the MUDs, D.R. Horton–Texas, Ltd., a Texas limited liability company (the "Developer"), and the City (the "Agreement").

The MUDs, the Developer and the City intend to enter into the Agreement, which will include substantially similar terms as contained in that certain Fire Protection and Emergency Medical Services Agreement by and between the City and Poetry Road Municipal Utility District of Rockwall County, including, but not limited to, the following items:

- The City agrees that before the Agreement becomes effective, the MUDs must develop a joint fire plan in accordance with Section 49.351, Texas Water Code, and the rules of the Texas Commission on Environmental Quality ("TCEQ"), submit the joint fire plan to the TCEQ for its approval, obtain TCEQ approval, and the MUDs must each call an election and obtain voter approval of the joint fire plan and the Agreement.
- The Agreement will take effect on the first day of the month following the adoption of an order by each MUD canvassing the results of the elections to approve the joint fire plan and the Agreement.
- The initial term shall be 5 years, with automatic 1 year renewal terms.
- In the event the joint fire plan is not approved by the TCEQ and the voters by December 31, 2025, the City shall have the right to terminate the Agreement at any time up to the Effective Date. After the Effective Date, any party may terminate the Agreement after the initial 5 year term by giving written notice 30 days prior to the next termination date.
- During the term of the Agreement, the City will provide fire protection and emergency medical services to the persons, buildings and property located within the MUDs, including any land added to the MUDs via annexation, upon notification to the City of final action by either of the MUDs to annex any land. The City will provide fire protection and emergency medical services to residents and property in the MUDs in the same manner and with the same standard of care as it would to those residences and structures in other areas of City coverage.

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- The City shall provide all required personnel who meet, at least, minimum state qualifications to perform the fire protection and emergency medical services required by the Agreement.
- Each party will designate a representative to serve as the contact person between the parties.
- The MUDs will pay the City \$15 per month for each residential property within the MUDs and for each 2,000 square feet of building floor area for every improved non-residential property.
- The \$15 per month fees shall remain in place for 5 years from the effective date of the Agreement. The monthly fee may then increase annually in accordance with CPI adjustments.
- The MUDs will dedicate, or cause the Developer or other landowner to dedicate, a public safety site from which fire protection and emergency medical services will be provided by the City, the size of which shall be no greater than 1.5 acres located in a mutually agreed upon location within the MUDs' boundaries (the "Station Site").
- The MUDs shall design a home with an oversized garage sufficient to house a fire truck, which shall be located within the first phase of development within the MUDs, for the City to use as a temporary fire station in order to provide fire protection services pursuant to the Agreement (the "Temporary Station"), subject to City approval of such design, which such approval shall not be unreasonably withheld, conditioned or delayed. The MUDs, or Developer on behalf of the MUDs, shall construct the Temporary Station concurrently with development of the first phase of development in the MUDs. Upon completion of the Temporary Station, the City agrees to purchase and Developer agrees to sell such Temporary Station for the sum of \$1.00. Upon completion of the Fire Station (hereinafter defined), the City agrees to sell and Developer agrees to purchase the Temporary Station for the sum of \$1.00.
- The City and the MUDs shall design a permanent fire station to be located on the Station Site to serve the MUDs (the "Fire Station"). The City shall competitively bid for the design and construction of the Fire Station up to a maximum of 9,000 square feet in size. The MUDs, or Developer on behalf of the MUDs, will agree to fund up to a total of \$5,400,000.00 toward the design and construction of the Fire Station, including furniture, fixtures and operations equipment (the "Fire Station Contribution"). The City shall commence construction of the Fire Station no later than the date of the issuance of the 1,500th building permit in the MUDs. Construction shall be completed within 24 months of commencement. "Commence

DRAFT-FOR DISCUSSION PURPOSES ONLY

construction” shall mean the issuance of a land disturbance or grading permit for the construction of the Fire Station. The MUDs, or Developer on behalf of the MUDs, shall deliver to the City \$3,600.00 per building permit for the first 1,500 building permits obtained within the MUDs in order to pay the City the Fire Station Contribution. In the event the actual cost of construction of the Fire Station is less than the Fire Station Contribution, the City agrees to remit to the MUDs, or the Developer on behalf of the MUDs, the difference between the Fire Station Contribution and the actual cost of the Fire Station. If the total actual cost of construction of the Fire Station exceeds the Fire Station Contribution, such amounts shall be the City’s sole responsibility.

- The City shall staff, operate and maintain the Fire Station at a level and quality consistent with its other facilities at its sole cost and expense, subject to the monthly payments by the MUDs detailed in the Agreement. The MUDs, or their designees, may inspect the premises of the Fire Station or the Station Site during daylight hours upon reasonable notice to the Fire Chief.

This Term Sheet is merely conceptual with respect to the Property and is not intended to be binding upon the City or the MUDs. It shall be and remain within the sole discretion of each party whether or not to enter into the Agreement, and neither party shall have any liability for failing to do so.

ORDINANCE NO. 2016-09

AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AMENDING THE CODE OF ORDINANCES IN CHAPTER 1, ARTICLE 1.02, "ADMINISTRATION," BY ADDING A NEW DIVISION 6, "CODE OF ETHICS" AND SECTIONS 1.02.122–1.02.130; PROVIDING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND FOR AN EFFECTIVE DATE.

WHEREAS, statutory provisions governing the ethical conduct of public officials are found in various codes including the Texas Local Government Code, the Texas Government Code and the Texas Penal Code; and

WHEREAS, the City Council of the City of McLendon-Chisholm ("City") believes that a position in government is a position of public trust that demands a high standard of behavior; and

WHEREAS, the City Council desires to establish guidelines for the conduct of City officials; and

WHEREAS, each official of the City should uphold the Constitution, laws and regulations of the United States and the State of Texas and the ordinances, rules and regulations of the City; and

WHEREAS, the City seeks to promote personal integrity, honesty and ethical conduct in all activities undertaken by City officials through the adoption of this Ordinance; and

WHEREAS, the City seeks to inspire public confidence and trust in City officials through the adoption of this "Code of Ethics"; and

WHEREAS, the Mayor, City Council and members of the Boards and Commissions of the City should be independent and impartial and responsible to the citizens of the City.

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

SECTION 1. The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct, constitute findings and determinations by the City Council acting in its legislative capacity and are incorporated herein.

SECTION 2. Chapter 1, Article 1.02, "Administration," of the Code of Ordinances is hereby amended by adding Division 6, "Code of Ethics," and Sections 1.02.122 – 1.02.130 in the form attached to this Ordinance as Exhibit 1 and incorporated herein by reference, and the Code of Ordinances is revised accordingly.

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

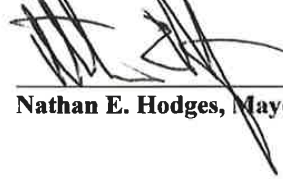
the validity of this Ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. It is hereby officially found and determined that all notice required by law has been given and notice of this Ordinance was posted and the Ordinance passed in accordance with the Open Meeting Act.

SECTION 5. 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 and APPROVED by the City Council of the City of McLendon-Chisholm, Texas, on the 28th day of June 2016.

APPROVED:



Nathan E. Hodges, Mayor



ATTEST:



Stephanie Galanides, City Secretary

EXIBHIT 1

ARTICLE 1.02 ADMINISTRATION

Division 6. Code of Ethics

Sec. 1.02.122 Purpose

It is hereby declared to be the policy of the City that the proper operation of democratic government requires that public officials be independent, impartial and responsible only to the people of the City; that no officer shall permit any interest, financial or otherwise, direct or indirect, or engagement in any business, transaction or professional activity to conflict with the proper discharge of such person's duties in the public interest; that public office not be used for personal gain; and that the City Council at all times shall be maintained as a nonpartisan body. To implement such a policy, the City Council deems it advisable to enact a Code of Ethics for officials, as defined herein, whether elected or appointed, paid or unpaid, to serve not only as a guide for official conduct of the City's public servants, but also as a basis for discipline for those who refuse to abide by its terms, the overriding interest being that such officers of the City shall at all times strive to avoid even the appearance of impropriety.

Sec. 1.02.123 Title; Application

- (a) This Division and Sections 1.02.122 – 1.02.130 shall be known as the Code of Ethics.
- (b) This Code of Ethics shall apply to all officials as defined in herein, including all City boards, committees or commissions, but does not apply to employees, including those individuals employed on a full-time, part-time or internship basis (including those employees who may serve on a City board, committee or commission) nor to independent contractors of the City.
- (c) This Code of Ethics applies to the conduct or actions of public officers, as defined herein, which occurs in whole or in part after the date of adoption of this Code of Ethics.
- (d) This Code of Ethics applies to officers only while such persons hold such position or office.

Sec. 1.02.124 Definitions

The following words, terms, and phrases, when used in this Code of Ethics, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Benefit means anything reasonably regarded as pecuniary or economic gain or pecuniary or economic advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Business entity means any person, entity, corporation (whether for-profit or nonprofit), general or limited partnership, sole proprietorship, joint venture, unincorporated association or firm, institution, trust, foundation, holding company, joint-stock company, receivership, or other entity recognized by law, whether or not organized for profit, which has an economic interest, or seeking such, in conducting business with the City. Business entity also includes any business entity that represents a party conducting or seeking to conduct business with the City.

City means the City of McLendon-Chisholm, Texas.

City Council means the governing body of the City.

Confidential information means any information to which an official has access in such person's official capacity which may not be disclosed to the public except pursuant to state and/or federal law and which is not otherwise a matter of public record or public knowledge. Confidential information includes the following information, however transmitted: (i) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act or other law regardless of whether disclosure violates the Texas Open Meetings Act or Texas Public Information Act; (ii) any information protected by attorney client, attorney work product, or other applicable legal privilege; and (iii) any information deemed confidential by law.

Contract means any lease, claim, account or demand against or agreement with any entity or person, whether express or implied, executed or executory, oral or written.

Corporation means any corporation that has a board of directors appointed in whole or in part by the City Council that is operating under the direct authority of or subject to the direct control of the City Council.

Employee means any person employed by the City, including those individuals on a part-time or internship basis, but does not include independent contractors.

Gift means anything of value, regardless of form, offered or given in the absence of adequate and lawful consideration. It does not include the receipt or acceptance of campaign contributions which are regulated by federal, state, and/or local laws or ordinances.

Knowingly means a person acts knowingly, or with knowledge, with respect to the nature of the person's conduct or to circumstances surrounding the conduct when the person is aware of the nature of the conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of the person's conduct whether the person is aware that the conduct is reasonably certain to cause the result.

Officer or official means any member of the City Council and any appointed member of a City board, commission or committee established by ordinance, Charter, state law or otherwise, on a temporary or permanent basis, operating either under the direct or indirect authority or subject to either the direct or indirect control of the City Council. Such term includes but is not limited to the members of the City Planning and Zoning Commission and the Zoning Board of Adjustment.

Relative means any person related to an officer within the second degree by consanguinity or affinity. This relationship includes the spouse, parents, children, stepchildren, father and mother-in-law, or son and daughter-in-law, grandparents, grandchildren, sisters and brothers of the officer.

Special privileges means a right, advantage or favor of or for a particular person, occasion or purpose not otherwise available to others.

Substantial interest means (i) the ownership of ten (10) percent or more of the voting stock or shares of a business entity; (ii) the ownership of ten (10) percent or more, or fifteen thousand dollars (\$15,000.00) or more of the fair market value of a business entity; or (iii) funds received from the business entity exceed ten (10) percent of the person's gross income for the previous year, and action on the matter involving the business entity will have a special economic effect on the business entity that is distinguishable from the effect on the public. It is expressly provided herein that an investment or ownership in a publicly held company in an amount less than fifteen thousand dollars (\$15,000.00) does not constitute a substantial interest. Substantial interest in real property means the person has an interest in the real property that is equitable or legal ownership with a fair market value of two thousand five hundred dollars (\$2,500.00) or more; and it is reasonably foreseeable that an action on a matter involving the real property will have a special economic effect on the value of the real property distinguishable from its effect on the public. (Ownership includes any partnership, joint or corporate ownership or any equitable or beneficial interest as a beneficiary of a trust.) An officer is considered to have a substantial interest under this Code of Ethics if a relative has a substantial interest under this Code of Ethics.

Sec. 1.02.125 Standards of Conduct

No officer of the City shall:

- (a) Participate in a vote or decision on any matter in which the officer has a substantial interest.
- (b) Represent or appear in behalf of private interests of others before the City Council, or any agency, board, commission, corporation, or committee of the City, nor shall represent any private interests of others in any action or proceeding involving the City, nor voluntarily participate on behalf of others in any litigation to which the City is, or might be, an adverse party. The restrictions of this section

do not prohibit an officer who is the president, vice president or officer of a homeowners association from appearing before the City Council, or any agency, board, commission, or committee of the City, to represent such homeowners association, except that no such officer or relative of such officer shall appear before the City Council or agency, board, commission or committee of the City of which such officer is a member.

- (c) Accept any gift from any person that might reasonably tend to influence such officer in the discharge of such person's official duties. The prohibition against gifts shall not apply to:
- (1) A lawful campaign contribution;
 - (2) An honorarium in consideration for services unless the officer would not have been asked to provide the services but for the officer's position;
 - (3) Meals, lodging and transportation in connection with services rendered by the officer at a conference, seminar or similar event that is more than merely perfunctory;
 - (4) Complimentary copies of trade publications and other related materials;
 - (5) Attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;
 - (6) Any gift which would have been offered or given to the person if such person was not an officer or employee of the City;
 - (7) A non-cash item with a value less than fifty dollars (\$50.00);
 - (8) Tee shirts, caps and other similar promotional material;
 - (9) Meals, transportation and lodging in connection with a seminar or conference at which the officer is providing services;
 - (10) Gifts on account of kinship or a personal, or professional, or business relationship independent of the officer's status;
 - (11) Complimentary attendance at political or charitable fund raising events; and
 - (12) Meals, lodging, transportation, or entertainment furnished in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such public events.

- (d) Use such person's official position to secure special privileges or benefits for such person or others.
- (e) Grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group.
- (f) Disclose confidential information, including information related to the filing or processing of a complaint against an officer or employee except as required for the performance of official duties.
- (g) Engage in any outside activities which will conflict with or will be incompatible with such person's official position or duties as an officer of the City.
- (h) Use City supplies, personnel, property, equipment or facilities (whether tangible or intangible) for any purpose other than the conduct of official City business, unless otherwise provided for by law, ordinance or City policy.
- (i) Act as a surety on any official bond required for any officer or employee of the City, or for a business that has a contract, work or business with the City.

Sec. 1.02.126 Additional Standards

- (a) No member of the City Council who is on the board of a nonprofit organization may vote on any funding request by that nonprofit organization, unless the nonprofit organization has a board of directors or trustees appointed in whole or in part by the City Council.
- (b) With the exception of those proceedings allowed under this Code of Ethics, no member of the City Council shall personally appear in such member's own behalf before the City Council, or any City board, commission, corporation or committee but may designate and be represented by a person of such member's choice in any such personal matter.
- (c) No member of the City Council, the City Planning and Zoning Commission, or Zoning Board of Adjustment shall participate in, or vote on, any land use matter in which such officer has a substantial interest in any real property within two hundred (200) feet of the real property that is the subject of the land use matter. For purposes of this section "land use matter" shall mean zoning, plat approval, site plan or other development approvals or permits, variances or exceptions. The term "land use matter" does not include studies or similar matters that are for the benefit of the City and which are not unique to real property within two hundred (200) feet of the real property that is the subject of the land use matter, in which the officer has a substantial interest.

Sec. 1.02.127 Disclosure of Substantial Interest

Any officer who has a substantial interest in any matter pending before the body, board, commission, corporation or committee of which the officer is a member, before a vote or decision on such matter, shall file an affidavit stating the nature and extent of the substantial interest, and shall abstain from further participation in such matter. The affidavit shall be on a form provided by the City and must be filed with the record keeper for such body, board, commission, corporation or committee.

Sec. 1.02.128 Complaints Against Officer

- (a) All complaints or allegations of a violation of this Code of Ethics against an officer shall be made in writing on a form provided by the City, sworn to before a notary public, and filed of record with the City Secretary. Such complaint shall describe in detail the act or acts complained of and the specific section(s) of this Code of Ethics alleged to have been violated. A general complaint lacking in detail shall not be sufficient to invoke the investigation procedures contained herein; and anonymous complaints shall not be considered. The City Secretary shall provide a copy of the complaint to the affected officer and the City Council in executive session. The City Council will make an initial determination as to validity of the complaint and make the decision whether to conduct an investigation. The City Council shall provide a response, regardless of the initial determination, to the complainant and the affected public officer within five (5) business days of the decision. If an investigation is to proceed, the complaint may be referred to the City Attorney to conduct the investigation. The affected officer may file a written response to the complaint within seven (7) business days after the complaint is filed with the City Secretary, who shall forward the response, if any, to the City Attorney.
- (b) The City Attorney shall submit a written report to the City Council as soon as possible but not later than the second regular City Council meeting after the receipt of the complaint, unless an extension is granted by a majority of the non-implicated City Council members. The City Attorney may contact the complainant, interview witnesses and examine any documents necessary for the report. The investigation report should explain in detail all facts, findings, and conclusions in support of the City Attorney's opinion as to whether or not a violation of this Code of Ethics occurred. When the City Attorney receives a vague complaint or one lacking in detail, the City Attorney shall contact the complainant to request a written clarification. If the complainant fails to provide the City Attorney with written clarification, a written report to that effect shall be submitted to the City Council. If the City Attorney determines that a criminal violation may exist, a written report to that effect shall also be submitted to the City Council.
- (c) The City Council shall consider the complaint and the investigation report in executive session and shall determine whether the complaint against the affected

officer requires further action. If no further action is required, the affected officer and the complainant will be notified. If the City Council determines that further action is required, the affected officer may request that the complaint be considered in a public meeting. At such meeting, the City Attorney shall present a written report to the City Council describing the nature of the complaint and the City Attorney's findings and conclusions as to a possible violation of this Code of Ethics. The affected officer shall have the right to a full and complete hearing before the City Council with the opportunity to call and cross-examine witnesses and present evidence in such person's behalf. The non-implicated City Council members in attendance shall conduct a hearing and review the complaint. The City Council may reject the complaint or take action authorized under Section 1.02.129, Violations.

- (d) If the City Council determines, after a properly held executive session or after the public hearing described in subsection (c) above, that the affected officer has violated the provisions of this Code of Ethics, such announcement must be made in a meeting which is open to the public. No action or decision to sustain the complaint shall be made except in a meeting which is open to the public.
- (e) The City Council may appoint outside legal counsel, or may direct the City Attorney to appoint outside legal counsel, or the City Attorney in the City Attorney's discretion, may appoint outside legal counsel, to perform the duties and responsibilities of the City Attorney under subsection (b) and (c) of this Section.
- (f) A complaint or allegation of a violation of this Code of Ethics may only be made against an officer while such person holds such position or office. A complaint made against an officer pursuant to this Code of Ethics shall be processed and resolved even if such person resigns from, or ceases to hold such position or office, prior to resolution of the complaint.

Sec. 1.02.129 Violations

The City Council may take any one or more of the following actions concerning a complaint:

- (1) Issue a statement finding the complaint is totally without merit, brought for the purpose of harassment, or brought in bad faith.
- (2) Issue a letter of notification when the violation is unintentional. A letter of notification shall advise the officer of any steps to be taken to avoid future violations.
- (3) Issue a letter of admonition when the violation is minor or may have been unintentional, but calls for a more substantial response than a letter of notification.

- (4) Issue a reprimand when a violation has been committed knowingly or intentionally.
- (5) Remove from office a non-elected officer for a serious or repeated violation of this Code of Ethics. Any such removal shall be, to the extent by and allowed, in compliance with any applicable state law and/or City Ordinance.
- (6) Pass a resolution of censure or a recommendation of removal when the City Council finds that a serious or repeated violation of this Code of Ethics has been committed intentionally by a member of the City Council.

Sec. 1.02.130 Interpretation of Content

Any officer may request and the City Attorney shall issue a verbal or written opinion (as deemed appropriate) concerning the meaning or effect of any section, word, or requirement of this Code of Ethics as it affects such person.

Secs. 1.02.131 - 1.02.150 Reserved.