



**AGENDA
CITY COUNCIL MEETING
TUESDAY, DECEMBER 13, 2022
1371 WEST FM 550 - MCLENDON-CHISHOLM, TEXAS 75032
6:30 PM**

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1. CALL TO ORDER	
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3. RULES OF DECORUM	
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8.6.	Discussion and possible action regarding the structure of food trucks and semi-permanent food trucks.	
8.7.	Discussion of <i>City of Heath v. City of McLendon-Chisholm, et al.</i> , Cause No. 1-22-1204, pending in the 382nd District Court of Rockwall County, Texas.	

9. EXECUTIVE SESSION

- 9.1. Adjourn into Executive Session (Closed Meeting) Pursuant to Texas Gov't Code 551.071(1) and 551.071(2) - Consultant with attorney, an Executive Session will be conducted to discuss and receive legal advice concerning pending litigation and/or a settlement offer, or on a matter in which the duty of the attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, related to the following: *City of Heath v. City of McLendon-Chisholm, et al.*, Cause No. 1-22-1204, pending in the 382nd District Court of Rockwall County, Texas.
- 9.2. Adjourn into Executive Session Pursuant to Texas Gov't Code 551.071(2) - Consultant with attorney, an Executive Session will be conducted to discuss Structure of Food Trucks and Semi-Permanent or Semi-Moveable Food Trucks
- 9.3. Reconvene Regular Meeting
- 9.4. Executive Session Action

10. UPDATES, DISCUSSION AND DIRECTION TO STAFF

11. 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.

- 11.1. Mayor Short
- 11.2. Mayor Pro Tem Woessner
- 11.3. Council Member Kipphut
[Rockwall Consortium Report](#)
- 11.4. Council Member Tucker
- 11.5. Council Member Purdy
- 11.6. Council Member McNeal

12. ADJOURN

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

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., December 9, 2022, on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.





City Secretary

From: Konrad Hildebrandt
Sent: Tuesday, December 6, 2022 10:39 AM
To: Lorna Kipphut
Subject: RE: Altura Development

See below

Konrad Hildebrandt
City Administrator
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
972-524-2077 (Office)



ATTENTION: Please note any correspondence, such as e-mail or letters, sent to City staff or City officials may become a public record and made available for public/media review.

--ATTENTION PUBLIC OFFICIALS--

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: Lorna Kipphut <council1@mclendon-chisholm.com>
Sent: Tuesday, December 6, 2022 9:34 AM
To: Konrad Hildebrandt <CityAdministrator@mclendon-chisholm.com>
Subject: Altura Development

Hi Konrad,

I have not seen any details about the proposed development except for what you showed me in your office. Here are some of the questions I would have if I were at the meeting on Tuesday. I have asked Mr. Webb for a pdf of his concept plan and he has yet to send it to me (I believe that his architect/engineer has it) The Mayor and I did meet with the Webb Brothers yesterday and here is some info.

1. Page 41 of the Comp Plan says the Heritage Center is 1 dwelling unit per acre with a rural country feel. Parks, trails and open/green spaces. The site plan showed much more density than that, and it was row after row of houses with no street curvatures, pocket park areas or design features. To me this is not picturesque, nor does it fit the intent of the Heritage Center.

Altura has implemented street curvatures – we discussed an abundance of ‘finished’ trails and ‘native’ trails for the development and also trails that are stubbed to ‘connect’ to neighboring future subdivision. They have included some additional ‘green space’ at what they consider a very nice entry to the subdivision and all of the ball fields and other locations throughout the development.

2. The athletic fields are great, but I see quite a bill with those to include a parks and rec department to manage maintenance and security. I also think about the weekend increased traffic along FM 550, and the lights/noise level. I'm not sure how this would go into our Dark Sky Community designation we are seeking. We talked about the lighting and the ‘Dark Sky’ concept and they were very cognizant of this and assured us that the DS concept would be utilized – They also felt (and I mostly agree) that our future M&O costs should be paid for by league play and tournament rentals. I did discuss with them the 4 major issues that most subdivisions have with neighboring properties (Noise, Lights, Vehicular Travel and Crime) A good discussion happened and they addressed these issues.
3. Water: will this be from Terrell or High Point and have either been approached?

The City Hall is on High Point water. The water from Terrell will be eventually City of MC Water System (via Trilogy). I hope that as a city hall/city complex we get on our own water/sanitary sewer into the near future.

4. Sewer: I presume this community will use the sewer taps sold by Russell Phillips to Altura. Will the developer install a sewer lift station? (there is a site designated on the property purchased by RISD)

They have approval for 333 HH in their subdivision (currently referred to as SORANO FARMS) and they intend to use all 333.

5. How will this community be funded? PID, MUD, MMD, developer, etc.

This will be developer funded, however, they did discuss with us potential assistance through a TIRZ. I am actively preparing information to bring to CC various TIRZ project areas throughout the city. I don't see major issues with the city negotiating some type of assistance?!

6. I know the initial thought by the developer would be to have the community entrance on the road between the fire station and city hall. I am totally against this.

I believe on the concept plan that will be brought to the CC on Tuesday, will NOT have a road between the FS and CH. I believe that they will propose a cul-de-sac, much shorter road to just service our current and future City Complex. NO access to the houses.

Altura (SORANO FARMS) are basing their proposed subdivision on the previous development agreement that the City had with another developer on this site. They stated that since the City previously approved smaller than 1 acre lots, that they would follow that same previous approval. They stated that they provide a great product (Wellington and Heritage subdivisions) and that they live in the area and want it to look great!

Great questions! Keep them coming. I will copy these to you and the additional City Council through our CC packet.

Lorna

Lorna Kippbut
City Council, Place 1



CITY COUNCIL MEETING
City of McLendon-Chisholm, Texas
Meeting Minutes
November 9, 2022

The City Council of the City of McLendon-Chisholm convened in Regular Session on Wednesday, November 9, 2022, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Keith Short	Mayor
	Trudy Woessner	Mayor Pro Tem
	Lorna Kippbut	Council Member
	Dyon Purdy	Council Member
	Bryan McNeal	Council Member
	Daniel Tucker	Council Member
Staff Present:	Konrad Hildebrandt	City Administrator
	Shelly Green	City Secretary
	Jim Simmons	Fire Chief

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 Tucker delivered the invocation and Council Member Kippbut led the pledge of allegiance to the U.S. and Texas Flags.

3. RULES OF DECORUM

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

4. CITIZEN COMMENTS

None

5. CONSENT AGENDA

- 5.1. Consider approval of minutes of the October 25, 2022, City Council Meeting
- 5.2. Building Official Report September 2022

5.3. Sheriff's Report September 2022

MOTION: APPROVE CONSENT AGENDA ITEMS AS PRESENTED

MADE BY: Council Member Tucker

SECONDED BY: Council Member Purdy

APPROVAL: Unanimous

6. ITEMS FOR CONSIDERATION

6.1. Nexco Highway Solutions of America Inc. – Smart Pavement Management

City Administrator Hildebrandt presented this item:

Nexco Highway Solutions has worked with city staff over the past couple of months producing an analysis of the condition of approximately five miles of city streets. Their innovative approach is to give a written qualitative and quantitative summary of our city streets. This process gives the City an ability to evaluate and provide differing types of products and maintenance to our streets, but more importantly to justify the order and progress of overall street maintenance projects.

The overall cost for this service (analyzing 100% of all city streets), if chosen, will be approximately \$8,000 – currently budgeted in our street maintenance account.

Toshiki Sakakibara, P.E. presented a proposal for Smart Pavement Management.

Council discussed whether this included county roads also and what roads we may be responsible for. They also stressed that city roads be identified.

Council directed the staff to bring back at the next meeting with the price.

6.2. Water System Evaluation Contract

City Administrator Hildebrandt presented this item:

Background:

The City of MC is in the initial stages of acquiring a Certificate of Convenience and Necessity (CCN) from RCH Water. This process will require a complete review and analysis of the system. This contract is for TNP Engineers to complete this process.

Contract cost – Not to exceed \$75,000

Funding source: Unrestricted Fund Balance – One time cost

Moved to Executive Session

MOTION: APPROVE THE AUTHORIZATION FOR PROFESSIONAL SERVICES FOR WATER SYSTEM ACQUISITION DUE DILIGENCE WITH TEAGUE NALL AND PERKINS.

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

6.3. Wildwood MUD District Fire Protection Agreement

Fire Chief Simmons presented this item:

Background:

Representatives from Poetry Road Municipal Utility District (MUD) have requested the City of McLendon-Chisholm provide fire protection and emergency medical services to the planned 386 single family home subdivision located in the vicinity of FM 548 and Poetry Road, approximately 9.1. miles east of McLendon-Chisholm. The development is expected to reach buildout within three years.

Providing fire protection and EMS services to the development is not expected to impact services for McLendon-Chisholm residents.

Financial Impact:

The District has offered the City two lump sum payments of \$34,650.00. The first payment will be deposited within 10 days of the effective date of this agreement. The second payment will be due upon commencement of utility installation for the second phase of the development.

Further, the District has agreed to pay the City a monthly fee of \$15.00 per residential unit connected to the District's water supply. A monthly fee shall also be paid for nonresidential structure to be charged for each 2,000 sf of building space. Monthly fees may be increased as determined by the Consumer Price Index.

Total Financial impact to the City of McLendon-Chisholm:

\$69,300 total lump sum fees
\$69,480 annually upon buildout

Moved to Executive Session

MOTION: APPROVE THE FIRE PROTECTION AGREEMENT FOR WILDWOOD MUD DISTRICT.

MADE BY: Mayor Pro Tem Woessner
SECONDED BY: Council Member Purdy
APPROVAL: Unanimous

- 6.4. Executive Session – Adjourn into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Police Department
- 6.5. Executive Session – Adjourn into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Rockwall County Amended EMS Ambulance Agreement

Council adjourned into Executive Session at 6:53 p.m.

No Action was taken on 6.4. or 6.5. Executive Sessions.

Council reconvened regular meeting at 9:35 p.m.

- 6.6. Discussion – Police Department

No Action

- 6.7. Discuss / Action – Creation of New “Water Committee”

City Administrator Hildebrandt presented this item:

Background:

The process of developing and transitioning the RCH Water System into the City of McLendon-Chisholm Water System will take a substantial amount of time and effort.

The development of a City Council centered committee will allow one or two councilmembers to become extremely well educated in the overall process and help needed City Council action items to have additional and needed information and support.

Also, this committee will be able to do many items to keep the process moving and achieving the overall goal of transparency and communication to our residents and ultimately having a great water system for our residents.

The City Council liaison will be the chair of this committee.

The water committee shall consist of the following:

City Council (Chair)
City Council Member (Optional)
City Administrator

City Resident
City Resident
City resident (Optional)

The committee responsibilities shall sunset upon total completion and operation of the City of MC Water System.

The ability to have meetings during the workday would facilitate this committee process.

Council Member Tucker was appointed as City Council liaison (Chair)
Council Member Purdy was appointed as a committee member
Recommended resident appointees:

Mike Hatcher
Adrienne Balkum
Tony Crawford

City Administrator Hildebrandt stressed that no action can be taken until RCH approves the transfer.

6.8. Rockwall County Emergency Services Corporation (ECS) and Medic Resource, Inc.

Chief Simmons presented this item.

This agenda item is to discuss and consider amending current Medic Rescue contract from July 25, 2017. Amendment for complete Exclusivity contract with Rockwall County EMS Services for non-emergency/911 response.

Background:

Medic Rescue EMS contract was up for renewal September 30, 2022. Amendment for complete Exclusivity contract with Medic Rescue (Rockwall County EMS) Services for non-emergency/911 response and also applies to any ambulance activity that is generated for non-emergency services, or interfacility transfers within member jurisdiction of the ESC for the term of the contract.

Financial Impact:

No financial impact.

This item was moved to executive session.

No Action Taken

6.9. Discuss / Action – Creation of new “Community Events” Committee

Mayor Short and City Administrator Hildebrandt presented this item:

Background:

In the effort to continue providing quality, quantity and exceptional community events to our residents, the creation of a 'Community Events' committee will help in the process.

It is proposed that this committee consist of up to 7 members with a city staff liaison. The Mayor shall recommend, and the City Council give advice and consent to all committee members.

Committee Terms shall be 2-year terms with the ability to serve an unlimited number of terms.

The Community Events Committee shall report back to the Mayor and City Council in a public meeting prior to and after each event held.

Mayor Short recommended Sarah Naylor for this committee and Council approved.

Mayor Short recommended Mayor Pro Tem Woessner to serve as the City liaison on this committee. Council approved.

6.10. Discussion / Action amending Ordinance 2002-8 Sec. 27.A.6. – Meetings of the P&Z Commission

City Administrator Konrad recommended changing the ordinance to say the Planning & Zoning Commission cannot change the dates or times of their meetings without the consent of the Council.

It was the consensus of the Council to amend the most current ordinance addressing meetings of the Planning & Zoning Commission and bring back to Council for approval.

Mayor Short suggested we look at the BOA for this same issue.

7. Updates, Discussion and Direction to Staff - None

8. Council Member Reports and Announcement

8.1 Mayor Short – Reminded everyone that on Friday, November 11th they will be having a Veterans' Day event. Pointed out other upcoming events.

8.2 Mayor Pro Tem Woessner - Requested they postpone starting on the Committee Events after the December 1st event.

8.3. Council Member Kipphut - None

8.4. Council Member Tucker - None

8.5. Council Member Purdy - None

8.6. Council Member McNeal - None

9. Adjourn

There being no further business to discuss, Mayor Short adjourned the meeting at 9:55 p.m.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary



City of McLendon-Chisholm
Staff Report

Date:

December 13, 2022

Agenda Item:

Consent Agenda – A Resolution designating an official newspaper and alternate official newspaper.

Background:

At the beginning of each new year, the City designates an official newspaper and alternate official newspaper for publication of ordinances, notices or other matters required by law or ordinance to be published.

This is a housekeeping item we take care of each year. We have designated the Rockwall Herald Banner as the official newspaper and the Dallas Morning news as the alternate official newspaper. These two papers have served us well for several years.

Staff Assigned: Shelly Green, City Secretary

**CITY OF MCLENDON-CHISHOLM
RESOLUTION NO. 2022-15**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS DESIGNATING AN OFFICIAL NEWSPAPER AND ALTERNATE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 52.004 of the Texas Local Government Code provides that the City Council shall, as soon as practical after the beginning of each municipal year, designate a public newspaper of the City to be the official newspaper for publication of ordinances, notices or other matters required by law or ordinance to be published, until another newspaper is selected; and

WHEREAS, the City Council designates the Rockwall Herald Banner as the City's official newspaper for the current municipal year; and

WHEREAS, to ensure timely publication of matters in the event the Rockwall Herald Banner is unable to meet or does not meet legal publication deadlines, the City Council desires to name an alternate official newspaper.

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

SECTION 1: The recitals set forth in the WHEREAS clauses of this Resolution are true and correct, constitute findings and determinations by the City Council and are incorporated herein.

SECTION 2: That the City Council hereby reaffirms its designation of the Rockwall Herald Banner, a public newspaper in and of the City of McLendon-Chisholm, Texas, as the official newspaper of the City for the current municipal year, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance to be published.

SECTION 3: That the City Council hereby designates the Dallas Morning News, a public newspaper in and of the City of McLendon-Chisholm, Texas, as the alternate official newspaper of the City, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance when legal publication deadlines cannot be met or are not met by the Rockwall Herald Banner.

SECTION 4: That the City Secretary and/or his or her designee are hereby authorized to publish required matters with the official newspaper of the City and the alternate official newspaper of the City.

SECTION 5: That this Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 13th DAY OF DECEMBER 2022.

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary



City of McLendon-Chisholm
Staff Report

Date:

December 13, 2022

Agenda Item:

Consent Agenda – Calendar for General Election on May 6, 2023

Background:

As we get closer to our May 6, 2023 General Election, I wanted to provide you with a tentative calendar for actions required for this election. Please note, there could be some changes and I will keep you informed.

Packets for filing an application will be available by the first of January, or sooner, and can be picked up in my office.

Staff Assigned: Shelly Green, City Secretary

**Election Calendar
For a General Election on May 6, 2023**

Date	Action	By or With Whom Taken
Mon Dec 19	LAST DAY to post on bulletin board notice of the filing Period for the General Election	City Secretary
Wed Jan 18	FIRST DAY for filing application for place on general election ballot. Note: Filing for a general election may occur before the election is ordered.	City Secretary
Mon Jan 23- Fri Feb 17	Recommended period and statutory deadline for ordering a general election.	Mayor
Feb 17 5 p.m.	LAST DAY for filing application for place on general election ballot.	City Secretary
Feb 20	Recommended first day to post public's 72-hour notice of drawing for order of names on ballot.	City Secretary
Thu Feb 23- Mon Feb 27	Recommended period to conduct drawing for order of names on ballot, prepare ballot format, and send information to election administrator. (Monday, Feb 27)	City Secretary
Feb 24	Recommended first day to cancel. Note: Unopposed races must be cancelled.	City Council
Fri Mar 17	FIRST DAY of mandatory office hours. Note: City Secretary must keep office open for at least 3 hours a day during regular office hours on regular business day.	City Secretary
Thu Apr 6 Wed Apr 26	Period for publishing notice of election. (Friday, April 21)	Mayor
Sat Apr 15	LAST DAY for posting (1) notice of election on bulletin board used for posting notices of city council meetings and (2) date, location of	City Secretary

Fri Apr 14 recommended	each polling place, and each candidate and measure on the ballot on the city's website. (Friday, April 14)	
Mon Apr 24	FIRST DAY for early voting by personal appearance.	City Secretary
Wed Apr 26	LAST DAY to publish notice of election. (Friday, April 21)	Mayor
Tue May 2	LAST DAY of regular early voting by personal appearance.	City Secretary
May 5	Recommended day to post notice of council meeting to canvass the returns if canvass will be on 3 rd day after election.	City Secretary
Sat May 6 7 a.m. – 7 p.m.	ELECTION DAY	City Secretary
Tue May 9	Recommended day to provide official statement of elected officer and oath of office to candidates who appear to have won or may win.	City Secretary
May 9-17	Period for official canvass. (Tuesday, May 9)	Mayor (sets time) City Secretary (records results) City Council (takes action)
May 12	FIRST DAY elected officials may qualify and assume duties of office.	Candidate with City Secretary
Mon Jun 5	LAST DAY elected officials may qualify and assume duties of office; if they fail to qualify by this day, the office is considered vacant.	Candidate with City Secretary
Thu Jun 15	LAST DAY of mandatory office hours.	City Secretary

City of McLendon Chisholm
General Fund Financial Summary
For the one month ended October 31, 2022

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Oct 2022 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	Oct 2021 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
302 · Franchise Income	\$ 781	\$ 781	0%	\$ 232,000	\$ 813	\$ 813	0%	\$ 232,000
303 · Development Income	8,805	8,805	6%	160,000	270	270	0%	68,000
304 · Building Permit Income	23,222	23,222	2%	975,000	11,963	11,963	1%	1,015,375
305 · Municipal Court Income	-	-	- %	-	-	-	0%	9,000
306 · Interest Income	11,074	11,074	126%	8,800	89	89	- %	23,110
307 · Sign Permit Income	-	-	- %	-	-	-	- %	-
308 · Septic Fees	1,050	1,050	9%	12,000	1,375	1,375	11%	13,000
309 · Food Enforcement	100	100	8%	1,200	-	-	0%	1,200
310 · Sales Tax Revenue	78,564	78,564	8%	975,000	84,845	84,845	9%	977,930
311 · PID Admin Expense Reimbursement	-	-	- %	-	-	-	- %	-
313 · Donations	30	30	- %	-	-	-	- %	-
314 · Copies Public Inf. Income	-	-	- %	-	-	-	- %	-
315 · Miscellaneous Income	-	-	- %	-	-	-	- %	-
317 · Ad Valorem Tax	22,066	22,066	3%	680,000	25,855	25,855	4%	679,195
318 · Tax Certifications	-	-	- %	-	-	-	- %	-
321 · Credit Card Fee Revenue	136	136	9%	1,500	241	241	18%	1,315
325 · Hotel Occupancy Tax	-	-	- %	-	-	-	- %	-
Transfer from Fire Capital Fund	-	-	- %	-	453,564	453,564	39%	1,152,550
Transfer from Unassigned Surplus	-	-	0%	500,000	-	-	-	-
Total Revenue	\$ 145,828	\$ 145,828	4%	\$ 3,545,500	\$ 579,014	\$ 579,014	14%	\$ 4,172,675

City of McLendon Chisholm
General Fund Financial Summary
For the one month ended October 31, 2022

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Oct 2022 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	Oct 2021 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Expenditures								
Operating Expenditures								
401 · Municipal Court	\$ 30	\$ 30	3%	\$ 1,000	\$ -	\$ -	- %	\$ -
402 · Election Expense		-	0%	10,000	-	-	- %	6,550
410 · Contracted Services						-		
41003 · Building Inspections	11,783	11,783	6%	195,000	21,900	21,900	10%	216,755
41004 · Enigneering Services - Development	2,000	2,000	6%	32,000		-		
41005 · City Planner Services - Development		-	0%	33,500		-		
41006 · Other Consultants - Development		-	0%	29,500		-		
41007 · Environmental & Health Inspect. Services	1,125	1,125	8%	15,000	1,450	1,450	15%	9,495
41008 · Animal Control	1,590	1,590	8%	19,000	1,590	1,590	8%	19,080
411 · Vehicle Expenses	9	9	2%	500		-	0%	525
412 · Supplies		-	0%	4,000	2,324	2,324	- %	4,000
415 · Section 380 Grant Program	23,750	23,750	8%	285,000	6,250	6,250	2%	284,630
418 · Membership Fees	200	200	10%	2,000	200	200	10%	2,000
422 · Public Notice Expense	343	343	5%	7,500	332	332	5%	6,510
423 · Community Functions		-	0%	5,000		-	0%	1,510
426 · Appraisal District Collection		-	0%	12,800		-	0%	12,745
429 · Street Lights	223	223	7%	3,400	251	251	7%	3,400
Total 400 Operating Expenditures	\$ 41,052	\$ 41,052	6%	\$ 655,200	\$ 34,297	\$ 34,297	6%	\$ 567,200
Occupancy Expenditures								
502 · Electricity	\$ 251	\$ 251	6%	\$ 4,000	\$ 424	424	10%	\$ 4,200
506 · Water	268	268	7%	3,700	273	273	8%	3,500
514 · Building Maint/Improvements	1,882	1,882	8%	25,000	10,399	10,399	47%	22,000
516 · Lawn Maintenance	719	719	6%	12,500	685	685	6%	12,371
520 · Telephone & Internet	1,057	1,057	10%	10,500	790	790	8%	10,520
522 · Website Expense	120	120	1%	13,000	120	120	1%	12,480
Total 500 Occupancy Expenditures	\$ 4,297	\$ 4,297	6%	\$ 68,700	\$ 12,692	\$ 12,692	20%	\$ 65,071

City of McLendon Chisholm
General Fund Financial Summary
For the one month ended October 31, 2022

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Oct 2022 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	Oct 2021 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
General & Administrative Expenditures								
603 · Citizen Recognition		-	0%	2,000	\$ -	-	- %	-
604 · Municipal Manuals, Books & Maps		-	0%	500		-	- %	-
606 · Employee Costs	29,580	29,580	5%	540,000	30,955	30,955	10%	315,503
618 · Liability Insurance	8,900	8,900	100%	8,900	6,012	6,012	100%	6,012
619 · Software Subscriptions	852	852	3%	27,000	18,972	18,972	71%	26,904
621 · IT Support	4,840	4,840	38%	12,700	900	900	7%	12,610
622 · Office Supplies - City Hall	345	345	5%	6,500	146	146	2%	6,000
623 · Office Equipment	3,865	3,865	20%	19,500	149	149	7%	2,150
624 · Office Equip Maintenance		-	0%	4,700		-	0%	4,200
625 · Printed Materials	49	49	2%	2,000		-	0%	2,000
626 · Postage-City Hall	197	197	9%	2,200	240	240	17%	1,428
628 · Bank Fees	258	258	9%	2,900	747	747	25%	3,020
630 · Legal & Professional						-		
63001-Accounting & Payroll services	5,500	5,500	8%	66,000	5,000	5,000	8%	60,000
63002 - Financial Audit		-	0%	15,000		-	0%	17,000
63003 - Legal	5,767	5,767	13%	45,000	2,480	2,480	7%	38,000
63005 - City Planner	3,000	3,000	4%	80,000	1,950	1,950	3%	62,525
63005.1 - Comprehensive Plan		-	- %	-		-	0%	5,979
63008 - Consultants	348	348	0%	85,000	289	289	- %	29,500
63009 - Engineering	-	-	- %	-		-	- %	-
632 · Emergency Management		-	- %	-		-	- %	-
645 · Transcription Services		-	- %	-		-	- %	-
646 · Mileage Expense		-	0%	100		-	0%	74
647 · Council Meetings & Development		-	0%	2,500		-	0%	2,098
648 · Training		-	- %			-		
64801 · Administrative Training			0%	7,000	(70)	(70)	- %	1,637
64802 · City Council Training			0%	4,000		-	- %	-

City of McLendon Chisholm
General Fund Financial Summary
For the one month ended October 31, 2022

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Oct 2022 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	Oct 2021 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
649 · Expense Account - City Administrator		-	- %	2,000		-	0%	50
650 · Expense Account - Mayor		-	- %	1,000		-	0%	50
652 · Staff Appreciation		-	0%	2,000	189	189	100%	189
655 · Code of Ordinance		-	0%	500		-	- %	-
699 · Miscellaneous Expense		-	0%	22,960		-	0%	304
		-	- %			-	- %	
Total G & A Expenditures	<u>\$ 63,499</u>	<u>\$ 63,499</u>	7%	<u>\$ 961,960</u>	<u>\$ 67,958</u>	<u>67,958</u>	11%	<u>\$ 597,233</u>
31300 · Gain on Sale of Asset	<u>\$ (22,000)</u>	<u>(22,000)</u>		<u>\$ -</u>				
700 · Capital Expenditures	<u>-</u>	<u>-</u>	0%	<u>300,000</u>	<u>-</u>	<u>-</u>	0%	<u>185,000</u>
Transfer to Public Safety Fund	<u>150,827</u>	<u>150,827</u>	10%	<u>1,559,640</u>	<u>140,299</u>	<u>140,299</u>	15%	<u>905,274</u>
Transfer to Capital Projects Fund	<u>-</u>	<u>-</u>	- %	<u>-</u>	<u>453,564</u>	<u>453,564</u>	39%	<u>1,152,507</u>
Total Capital Expenditures	<u>\$ 128,827</u>	<u>\$ 128,827</u>	7%	<u>\$ 1,859,640</u>	<u>\$ 593,863</u>	<u>\$ 593,863</u>	26%	<u>\$ 2,242,781</u>
Total Expenditures	<u>\$ 237,675</u>	<u>\$ 237,675</u>	7%	<u>\$ 3,545,500</u>	<u>\$ 708,809</u>	<u>\$ 708,809</u>	20%	<u>\$ 3,472,285</u>
Surplus (Deficit)	<u>\$ (91,846)</u>	<u>\$ (91,846)</u>		<u>\$ -</u>	<u>\$ (129,795)</u>	<u>\$ (129,795)</u>	-19%	<u>\$ 700,390</u>

City of McLendon Chisholm
Utility Fund Financial Summary
For the one month ended October 31, 2022

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	Oct 2022 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	Oct 2021 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
306 · Interest Income	\$ 1,626	\$ 1,626	65%	\$ 2,500	\$ 16	\$ 16	0%	\$ 3,358
Sewer Utility Revenue								
32200 · Sewer Usage Fees	\$ 55,629	\$ 55,629	9%	623,832	\$ 36,560	36,560	7%	560,820
32201 · Sewer Tap Fees		-	0%	486,000	18,000	18,000	3%	537,000
32204 · Sewer Deposit Refunds	(198)	(198)	5%	(3,800)	(659)	(659)	16%	(4,088)
Total Revenue	\$ 57,057	\$ 57,057	5%	\$ 1,108,532	\$ 53,917	\$ 53,917	5%	\$ 1,097,090
Expenditures								
Operation & Maintenance Expenditures								
Sewer Operation & Maintenance								
41304 · O&M Agreement	\$ 4,365	\$ 4,365	8%	\$ 54,000	\$ 4,009	\$ 4,009	8%	\$ 50,125
41305 · O&M Maintenance	11,281	11,281	23%	\$ 50,100	10,194	10,194	21%	\$ 49,275
41308 · Electricity	9	9	8%	110	9	9	0%	108
41310 · Sewer Treatment	38,597	38,597	8%	463,160	36,793	36,793	9%	399,275
41311 · Infiltration Contingency						-		
41312 · Tap Fee Developer Rebate		-	0%	291,600	10,800	10,800	3%	322,200
Total Operations Expenditures	\$ 54,252	\$ 54,252	6%	\$ 858,970	\$ 61,805	\$ 61,805	8%	\$ 820,983
600 · General & Administrative Exp	\$ 1,395	\$ 1,395	8%	\$ 16,700	\$ 1,274	\$ 1,274	8%	\$ 15,563
Total Expenditures	\$ 55,647	\$ 55,647	6%	\$ 875,670	\$ 63,079	\$ 63,079	8%	\$ 836,546
Surplus (Deficit)	\$ 1,410	\$ 1,410	1%	\$ 232,862	\$ (9,162)	\$ (9,162)	0%	\$ 260,544

City of McLendon Chisholm
Debt Service Fund
For the one month ended October 31, 2022

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	Oct 2022 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	Oct 2021 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
Ad Valorem Tax								
317 · Ad Valorem Tax	\$ 4,875	4,875	4%	\$ 135,579	\$ 3,225	\$ 3,225	3%	\$ 121,800
306 · Investment Income	244	244	- %	-	(24)	\$ (24)	-4%	600
Transfer from Excess Bond Proceeds		-	- %	-		\$ -	- %	-
Transfer from Fund Balance	-	-	- %	8,586	-	-	- %	28,163
Total Revenue and Transfers In	\$ 5,119	\$ 5,119	4%	\$ 144,165	\$ 3,201	\$ 3,201	2%	\$ 150,563
Expenditures								
628 · Bank Fees Expense	\$ -	\$ -		\$ 1,100		\$ -	0%	\$ 1,100
660 · Bond Interest Expense	4,005	4,005	8%	\$ 48,065	4,539	\$ 4,539	8%	\$ 54,463
Transfer To Bond Principal		-	- %	95,000		\$ -	0%	95,000
Total Expenditures and Transfers Out	\$ 4,005	\$ 4,005	3%	\$ 144,165	\$ 4,539	\$ 4,539	3%	\$ 150,563
Surplus (Deficit)	\$ 1,114	\$ 1,114	- %	\$ -	\$ (1,338)	\$ (1,338)	- %	\$ -

City of McLendon Chisholm
Public Safety Fund
For the one month ended October 31, 2022

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Oct 2022 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	Oct 2021 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
Revenue								
Interest Income								
30600 · Alliance Interest Income	\$ 86	\$ 86	11%	\$ 760	\$ 34	\$ 34	%	\$ 1,000
313 · Donations		0	0%	1,100		0	%	1,100
316 · County Contract		0	0%	127,500		0	0%	77,500
319 · Grants		0	%			0		
Transfer from General Fund	150,827	150,827	10%	1,566,640	140,299	140,299	15%	910,456
Total Revenue	\$ 150,913	\$ 150,913	9%	\$ 1,696,000	\$ 140,333	140,333	14%	\$ 990,056
Expenditures								
Operating Expenditures								
43001 · Liability Insurance	\$ 13,284	\$ 13,284	98%	\$ 13,600	\$ 10,134	\$ 10,134	100%	\$ 10,140
43002 · Fuel	1,687	1,687	8%	21,900	1,294	1,294	6%	21,900
43003 · Maintenance & Repair - Vehicles	2,083	2,083	4%	50,000	564	564	1%	41,800
43004 · Maintenance & Repair - Station	928	928	10%	9,500	268	268	2%	15,000
43005 · Gear and Supplies	4,783	4,783	14%	35,000	3,980	3,980	9%	42,050
43006 · Compliance	3,858	3,858	64%	6,000	1,154	1,154	19%	6,000
43007 · Communications		0	0%	17,500		0	0%	17,250
43008 · Dispatch	10,000	10,000	100%	10,000	10,000	10,000	100%	10,000
43009 · Training	416	416	4%	10,000	631	631	6%	10,000
43030 · EMS	2,648	2,648	41%	6,500	2,028	2,028	28%	7,248
Total Operating Expenditures	\$39,686	\$ 39,686	22%	\$180,000	\$30,053	30,053	17%	\$181,388
Public Safety - Law Enforcement				500,000				
Occupancy Expenditures								
502 · Electricity	\$ 791	\$ 791	10%	\$ 8,000	344	\$ 344	4%	\$ 8,000
506 · Water	225	225	8%	3,000	1,128	1,128	38%	2,930
516 · Lawn Maintenance		0	0%			0	0%	
520 · Telephone & Internet	155	155	6%	2,600	637	637	25%	2,500
Total Occupancy Expenditures	\$1,171	\$ 1,171	9%	\$ 13,600	\$2,108	2,108	16%	\$ 13,430

City of McLendon Chisholm
Public Safety Fund
For the one month ended October 31, 2022

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Oct 2022 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	Oct 2021 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
General & Administrative Exp								
606 · Employee Costs	\$ 94,633	\$ 94,633	10%	985,000	94,221	94,221	13%	717,526
61802 · Property Insurance	12,994	12,994	96%	13,600	11,592	11,592		11,592
619 · Software Subscriptions	2,429	2,429	106%	2,300	2,358	2,358	102%	2,320
652 · Staff Appreciation		0	0%	1,500		0	0%	800
699 · Miscellaneous Expenses		0	%			0	0%	
Total General & Administrative Exp	<u>\$ 110,056</u>	<u>\$ 110,056</u>	11%	<u>\$ 1,002,400</u>	<u>\$ 108,171</u>	<u>108,171</u>	15%	<u>\$ 732,238</u>
700 · Capital Expenditures		0		0		0		63,000
Total Expenditures	<u>\$ 150,913</u>	<u>\$ 150,913</u>		<u>\$ 1,696,000</u>	<u>\$ 140,333</u>	<u>\$ 140,333</u>		<u>\$ 990,056</u>
Surplus/(Deficit)	<u>\$ -</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 October, 2022

	ARPA Fund	General Fund	Debt Service Fund	Public Safety	Utilities Fund
Revenue					
302 · Franchise Income					
30204-1 · DirecTV	0.00	455.61	0.00	0.00	0.00
30213-1 · Community Waste Disposal	0.00	325.71	0.00	0.00	0.00
Total 302 · Franchise Income	0.00	781.32	0.00	0.00	0.00
303 · Development Income					
30302 · Zoning Change	0.00	150.00	0.00	0.00	0.00
30304 · Plat Income	0.00	6,655.00	0.00	0.00	0.00
30308 · From Development Account	0.00	2,000.00	0.00	0.00	0.00
Total 303 · Development Income	0.00	8,805.00	0.00	0.00	0.00
304 · Building Permit Income					
30401 · Contractor Registration Fee Inc	0.00	600.00	0.00	0.00	0.00
30404 · Inspection Income	0.00	4,305.00	0.00	0.00	0.00
30405 · Building Permit & Plan Review	0.00	17,916.81	0.00	0.00	0.00
30408 · Swimming Pool Permits	0.00	400.00	0.00	0.00	0.00
Total 304 · Building Permit Income	0.00	23,221.81	0.00	0.00	0.00
306 · Interest Income					
30600 · Alliance Interest Income	0.00	3,973.49	0.00	85.73	477.66
30602 · Logic Interest Income	1,141.44	7,052.65	36.45	0.00	1,148.14
30603 · Tex Pool Interest Income	0.00	48.06	0.00	0.00	0.00
30607 · Wilmington Accrued Int Income	0.00	0.00	207.66	0.00	0.00
Total 306 · Interest Income	1,141.44	11,074.20	244.11	85.73	1,625.80
308 · Septic Fees					
30801 · OSSF Fee Income	0.00	1,050.00	0.00	0.00	0.00
Total 308 · Septic Fees	0.00	1,050.00	0.00	0.00	0.00
309 · Food Enforcement	0.00	100.00	0.00	0.00	0.00
310 · Sales Tax Revenue	0.00	78,564.47	0.00	0.00	0.00
313 · Donations					
313.2 · Veterans Memorial Fundraising C	0.00	30.00	0.00	0.00	0.00
Total 313 · Donations	0.00	30.00	0.00	0.00	0.00

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of October, 2022

	ARPA Fund	General Fund	Debt Service Fund	Public Safety	Utilities Fund
317 · Ad Valorem Tax					
31701 · Ad Valorem Tax - M&O	0.00	20,727.80	0.00	0.00	0.00
31702 · Ad Valorem Tax - City Hall	0.00	0.00	4,525.98	0.00	0.00
31703 · Ad Valorem Refunds - M&O	0.00	-46.69	0.00	0.00	0.00
31705 · Ad Valorem Tax - Prior Years	0.00	1,141.43	282.13	0.00	0.00
31706 · Ad Valorem Tax - Penalty	0.00	84.12	24.29	0.00	0.00
31708 · Ad Valorem Refunds - City Hall	0.00	0.00	-8.45	0.00	0.00
31709 · Ad Valorem Tax - Interest	0.00	159.10	50.82	0.00	0.00
31710 · Ad Valorem Tax - Misc Adj	0.00	0.00	0.00	0.00	0.00
37112 · Ad Valorem Business Property	0.00	0.00	0.00	0.00	0.00
Total 317 · Ad Valorem Tax	0.00	22,065.76	4,874.77	0.00	0.00
321 · Credit Card Fee Revenue	0.00	136.00	0.00	0.00	0.00
322 · Sewer Utility Revenue					
32200 · Sewer Usage Fees	0.00	0.00	0.00	0.00	55,629.04
32204 · Sewer Deposit Refunds	0.00	0.00	0.00	0.00	-198.33
Total 322 · Sewer Utility Revenue	0.00	0.00	0.00	0.00	55,430.71
Total Income	1,141.44	145,828.56	5,118.88	85.73	57,056.51
Gross Profit	1,141.44	145,828.56	5,118.88	85.73	57,056.51
Expense					
400 · Operating Expenditures					
401 · Municipal Court					
40103 · Ordinance Violation Enforcement	0.00	30.00	0.00	0.00	0.00
Total 401 · Municipal Court	0.00	30.00	0.00	0.00	0.00
410 · Contracted Services					
41003 · Building Inspections	0.00	11,782.80	0.00	0.00	0.00
41004 · Engineer Fees-Development	0.00	2,000.00	0.00	0.00	0.00
41007 · Environmental & Health Inspect	0.00	1,125.00	0.00	0.00	0.00
41008 · Animal Control	0.00	1,590.42	0.00	0.00	0.00
Total 410 · Contracted Services	0.00	16,498.22	0.00	0.00	0.00
411 · Vehicles Expenses	0.00	8.95	0.00	0.00	0.00
412 · Supplies					

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of October, 2022

	ARPA Fund	General Fund	Debt Service Fund	Public Safety	Utilities Fund
41205 · CE Supplies & Other Expenses	0.00	0.00	0.00	0.00	0.00
Total 412 · Supplies	0.00	0.00	0.00	0.00	0.00
41202 · CE Salary	0.00	3,024.00	0.00	0.00	0.00
415 · Chapter 380 Grant Program	0.00	23,750.00	0.00	0.00	0.00
418 · Membership Fees	0.00	200.00	0.00	0.00	0.00
422 · Public Notice Expense	0.00	342.50	0.00	0.00	0.00
429 · Street Lights	0.00	222.50	0.00	0.00	0.00
Total 400 · Operating Expenditures	0.00	44,076.17	0.00	0.00	0.00
413 · Sewer Operation & Maintenance					
41304 · O&M Agreement	0.00	0.00	0.00	0.00	4,365.00
41305 · Nonstandard O&M Expense	0.00	0.00	0.00	0.00	11,280.62
41308 · Electricity	0.00	0.00	0.00	0.00	8.99
41310 · Sewer Treatment	0.00	0.00	0.00	0.00	35,000.00
Total 413 · Sewer Operation & Maintenance	0.00	0.00	0.00	0.00	50,654.61
430 · Public Safety - Fire Department					
43001 · Liability Insurance	0.00	0.00	0.00	13,283.90	0.00
43002 · Fuel	0.00	0.00	0.00	1,686.58	0.00
43003 · Maintenance & Repair - Vehicles	0.00	0.00	0.00	2,083.06	0.00
43004 · Maintenance & Repair - Station	0.00	0.00	0.00	928.01	0.00
43005 · Gear and Supplies	0.00	0.00	0.00	4,783.85	0.00
43006 · Compliance	0.00	0.00	0.00	3,858.21	0.00
43008 · Dispatch	0.00	0.00	0.00	10,000.00	0.00
43009 · Training	0.00	0.00	0.00	416.04	0.00
43030 · EMS	0.00	0.00	0.00	2,648.21	0.00
Total 430 · Public Safety - Fire Department	0.00	0.00	0.00	39,687.86	0.00
500 · Occupancy Expenditures					
502 · Electricity	0.00	251.04	0.00	791.02	0.00
506 · Water	0.00	267.73	0.00	225.27	0.00
514 · Building Maint/Improvements	0.00	1,882.00	0.00	0.00	0.00
516 · Lawn Maintenance	0.00	719.19	0.00	0.00	0.00
520 · Telephone & Internet	0.00	1,057.44	0.00	154.95	0.00

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of October, 2022

	ARPA Fund	General Fund	Debt Service Fund	Public Safety	Utilities Fund
522 · Website Expense	0.00	120.00	0.00	0.00	0.00
Total 500 · Occupancy Expenditures	0.00	4,297.40	0.00	1,171.24	0.00
600 · General & Administrative Exp					
606 · Employee Costs					
60601 · Staff Salaries	0.00	16,791.30	0.00	44,471.22	0.00
60602 · Hourly PTO 0 - 36 months					
60602.1 · Hourly PTO 37 - 84 months	0.00	0.00	0.00	4,251.78	0.00
Total 60602 · Hourly PTO 0 - 36 months	0.00	0.00	0.00	4,251.78	0.00
60609 · Payroll Tax Expense	0.00	1,600.73	0.00	3,518.16	0.00
60610 · Payroll Processing Fees	0.00	88.59	0.00	0.00	0.00
60612 · Retirement Plan Contributions	0.00	1,552.06	0.00	2,508.04	0.00
60613 · Health Insurance Expense	0.00	1,921.82	0.00	10,962.61	0.00
60614 · Dental Insurance Expense	0.00	123.28	0.00	616.40	0.00
60615 · Vision Insurance	0.00	41.04	0.00	107.28	0.00
60616 · Disability Insurance	0.00	2,455.70	0.00	3,104.98	0.00
60618 · Salary PTO 0 - 36 months	0.00	989.52	0.00	0.00	0.00
60619 · HRA Rembursements	0.00	622.31	0.00	0.00	0.00
60622 · Taxable Fringe Benefits	0.00	369.22	0.00	0.00	0.00
Total 606 · Employee Costs	0.00	26,555.57	0.00	69,540.47	0.00
618 · Insurance					
61801 · General Liability Insurance Exp	0.00	829.08	0.00	0.00	0.00
61802 · Property Insurance	0.00	20,357.54	0.00	0.00	0.00
61803 · Workmen's Comp Ins	0.00	0.00	0.00	25,093.88	0.00
61804 · Other Ins	0.00	707.34	0.00	0.00	0.00
Total 618 · Insurance	0.00	21,893.96	0.00	25,093.88	0.00
619 · Software Subscriptions	0.00	852.04	0.00	2,428.68	0.00
621 · IT Support	0.00	4,840.00	0.00	0.00	0.00
622 · Office Supplies - City Hall	0.00	344.54	0.00	0.00	0.00
623 · Office Equipment	0.00	3,865.23	0.00	0.00	0.00
625 · Printed Materials	0.00	48.85	0.00	0.00	0.00
626 · Postage-City Hall	0.00	193.65	0.00	0.00	0.00

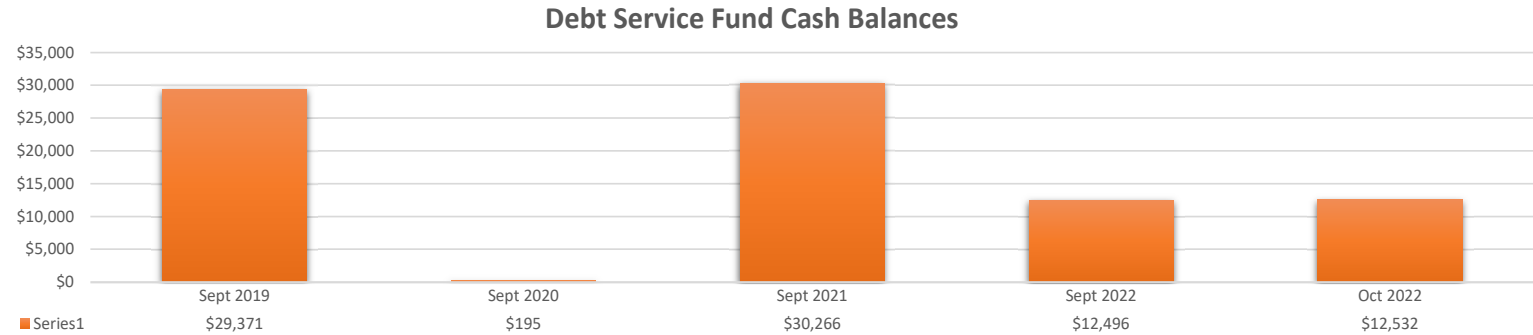
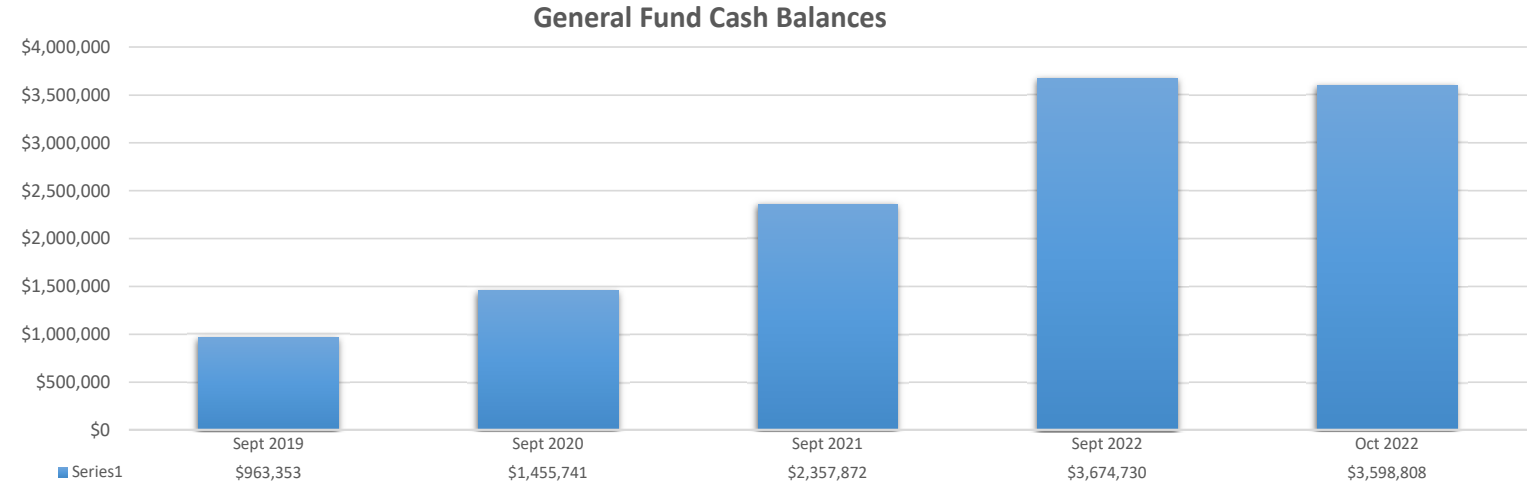
City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of October, 2022

	ARPA Fund	General Fund	Debt Service Fund	Public Safety	Utilities Fund
628 · Bank Fees					
62801 · Service Charges	0.00	258.12	0.00	0.00	0.00
Total 628 · Bank Fees	0.00	258.12	0.00	0.00	0.00
630 · Legal & Professional					
63001 · Accounting & Payroll Services	0.00	5,500.00	0.00	0.00	1,395.00
63003 · Legal	0.00	5,766.50	0.00	0.00	0.00
63005 · City Planner	0.00	3,000.00	0.00	0.00	0.00
63008 · Financial Consulting	0.00	347.50	0.00	0.00	0.00
Total 630 · Legal & Professional	0.00	14,614.00	0.00	0.00	1,395.00
660 · Bond Interest Expense	0.00	0.00	4,005.00	0.00	0.00
Total 600 · General & Administrative Exp	0.00	73,465.96	4,005.00	97,063.03	1,395.00
Total Expense	0.00	121,839.53	4,005.00	137,922.13	52,049.61
Net Ordinary Income	1,141.44	23,989.03	1,113.88	-137,836.40	5,006.90
Other Income/Expense					
Other Income					
31300 · Gain on Sale of Asset	0.00	22,000.00	0.00	0.00	0.00
Total Other Income	0.00	22,000.00	0.00	0.00	0.00
Net Other Income	0.00	22,000.00	0.00	0.00	0.00
Net Surplus/(Deficit)	1,141.44	45,989.03	1,113.88	-137,836.40	5,006.90

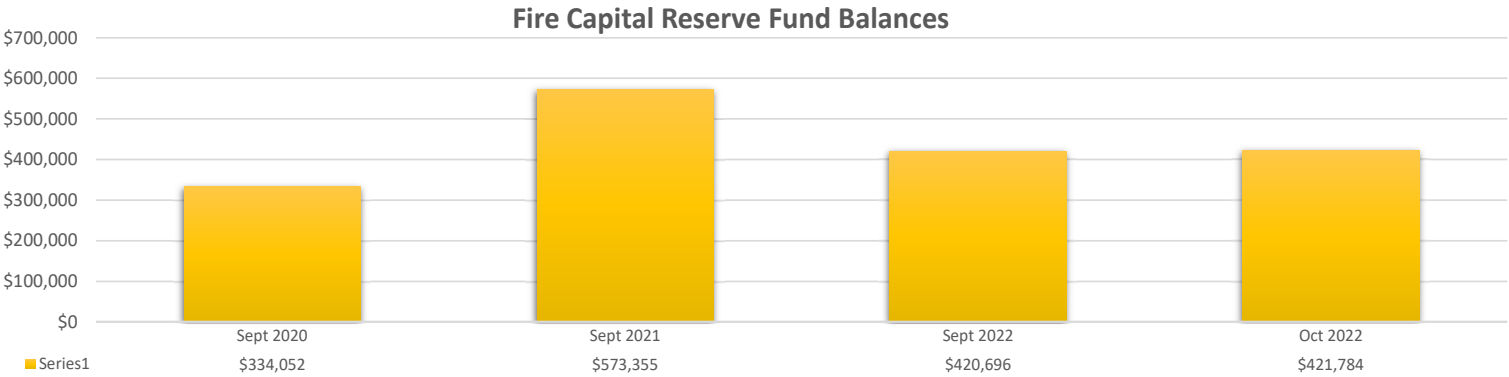
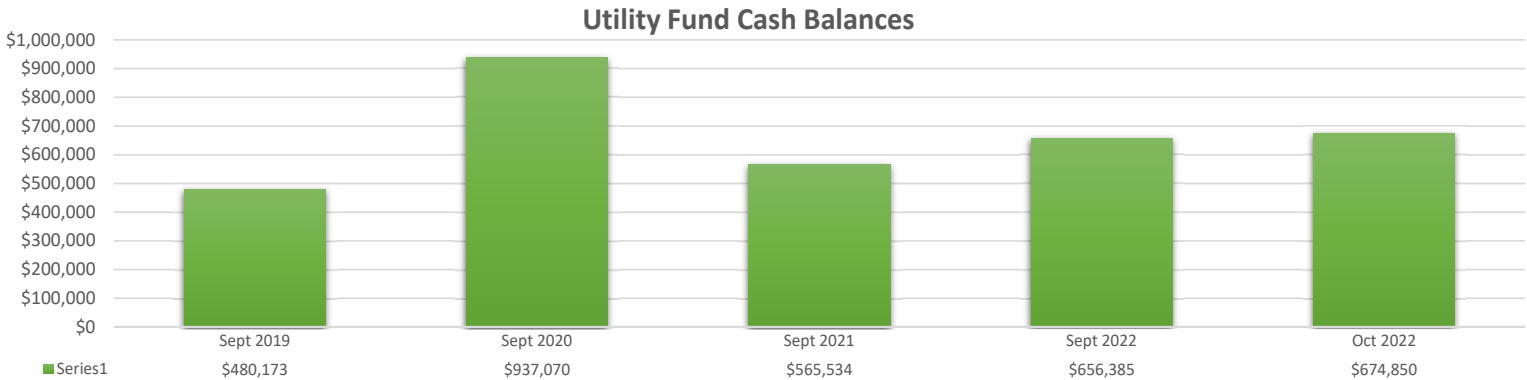
**City of McLendon Chisholm
Cash Account Balances**

Fund	Account	Sept 30,22	Oct 31, 22
I&S	130 · 9003 Logic I&S Fund	12,496	12,532
I&S Total		12,496	12,532
General	100 · 3738 - Alliance Operating	1,468,125	1,386,366
General	103 · Texpool 300001	19,278	19,326
General	125 · Logic - 9001 General Fund Reserves	304,223	305,028
General	127 · 9004 Logic Operating	1,883,103	1,888,088
General Total		3,674,729	3,598,808
Utility	106 · 5071 - Alliance Utility Fund	222,597	239,914
Utility	126 · Logic - 9002 Utility Fund	433,788	434,936
Utility Total		656,385	674,850
Fire Capital Reserve	102 · 634 Alliance Construction	41,715	41,800
Fire Capital Reserve	128 · 9005 Logic Fire Dept Reserve	378,981	379,984
Reserves Total		420,696	421,784
ARPA Fund	131 · Logic 9007 ARPA Fund	860,152	861,293
ARPA Fund Total		860,152	861,293
Total		5,624,458	5,569,267

City of McLendon Chisholm
Cash Balance Report
As of October 31, 2022



City of McLendon Chisholm
Cash Balance Report
As of October 31, 2022





TEXAS COMPLIANCE SOLUTIONS

Harold (Buddy) Markham Jr.

972-935-3655

Email: buddy@texascompliancesolutions.com

SERVICE REPORT

During the month of October 2022, Texas Compliance Solutions completed the following services for the City of McLendon-Chisholm:

Plan Reviews (PRC): 19

- (11) Approved
- (8) Denied

Permits Issued: 11

- (1) New Single Family
- (10) Accessory

Inspections: 96

- (38) stage inspections
- (58) simple inspections

Please let us know if you have any questions or need any further information. We appreciate the opportunity to provide our services to your city.

Encl:

Weekly Report 10.3-10.7.2022

Weekly Report 10.10-10.14.2022

Weekly Report 10.17-10.24.2022

Weekly Report 10.24-10.28.2022

Monthly Permit Report

TCS MONTHLY PERMIT REPORT
CITY OF MCLENDON-CHISHOLM

NSF				
ADDRESS	BUILDER	VALUATION	SQ FEET	PERMIT FEE
1818 Moscatel	Bloomfield Homes	\$644,904.00	4112	
ACCESSORY				
ADDRESS	BUILDER/OWNER	VALUATION	TYPE	PERMIT FEE
33 Fireside	Michael Richey	\$16,541.00	HVAC	
1607 Veneto	Custom Outdoor Trends	\$85,000.00	Pool	
860 Frontier Trl	Industrial Roofing Systems		Workshop	
681 Frontier Trl	Venture Custom Pools		Pool	
129 Field Cr	Mark Jacoby	\$14,544.00	HVAC	
214 Pheasant Hill Dr	R Squared Electric	\$15,000.00	Generator	
704 Kennningston	Four Seasons Lawn Care	\$12,000.00	Pergolas	
1652 Vista	Synaptic Solar	\$69,255.00	Solar	
4 Greenhollow	Sunshine		Solar	
1607 Veneto	Custom Outdoor Trends	\$30,000.00	Patio	

* Accessory permits include HVAC, Patios, Pools, Solar, Workshops, etc

TCS WEEKLY INSPECTION REPORT

CITY OF MCLENDON-CHISHOLM

WEEK OF: OCTOBER 3-7, 2022

ADDRESS	ACTIVITY	STATUS	NOTES
33 FIRESIDE	PLAN REVIEW	APPROVED	HVAC
1923 RONDINELLA	FLATWORK	GREEN	
1987 FREDIANO	STAGE 5	GREEN	
1839 VERONA	STAGE 5	GREEN	
1859 NAVARRE	STAGE 3	GREEN	
1819 MOCATEL	STAGE 3	GREEN	
1850 VERONA	FLATWORK	GREEN	
1722 GODELLO	FLATWORK	GREEN	
691 FRONTIER	STAGE 5	GREEN	
24 FIRESIDE	STAGE 3	RED	
1502 SIENA LN	POOL DECKING	GREEN	
1550 VISTA CT	GAS TEST	GREEN	
1822 VERONA	STAGE 3	GREEN	RE-INSPECTION
351 FM 550	STAGE 3	RED	
1848 NAVARRE	STAGE 3	RED	
1811 NAVARRE	FLATWORK	GREEN	
1826 NAVARRE	FLATWORK	GREEN	
1722 GODELLO	STAGE 2	GREEN	
114 WINDSOR DR	POOL ELEC	GREEN	
211 TUCKER RD	POOL FINAL	GREEN	
1607 VENETO	PLAN REVIEW	APPROVED	POOL
860 FRONTIER TRL	PLAN REVIEW	APPROVED	WORKSHOP
681 FRONTIER TRL	PLAN REVIEW	APPROVED	POOL
129 FIELD CR	PLAN REVIEW	APPROVED	HVAC
1607 VENETO	PLAN REVIEW	DENIED	PATIO
1615 SALVATORE	PLAN REVIEW	DENIED	
1652 VISTA CT	PLAN REVIEW	DENIED	

TCS WEEKLY REPORT

CITY OF McLendon-Chisholm

WEEK OF: October 10-14, 2022

ADDRESS	INSPECTION	STATUS	NOTES
1983 Frediano	Flatwork	Green	
1955 Frediano	Flatwork	Green	
1757 San Donato	Elec Release	Green	
1706 Veneto	Flatwork	Green	
1802 Moscatel	Flatwork	Green	
1503 Ripasso	Tpole	Green	
1835 Moscatel	Stage 3	Red	
1848 Navarre	Stage 3	Green	Re-inspect
1110 Warwick	Stage 3	Green	
1911 Rodinella	Gas Meter	Green	
1753 San Donato	Elec Release	Green	
1537 Barrolo	Pool Steel	Green	
1905 Recioto	Pool Decking	Green	
24 Fireside	Stage 3	Green	Re-inspect
351 FM 550	Stage 3	Green	Re-inspect
1517 Vista	Pool Final	Green	
1551 Ripasso	Stage 1	Green	
214 Pheasant Hill Dr	PRC #1	Approved	
704 Kensington	PRC #1	Approved	
1818 Moscatel	PRC #1	Not Approved	
139 Field Dr	HVAC	Green	
1517 Vista Ct	Stage 5	Green	
1437 Carrara	Solar Equip	Green	
1835 Moscatel	Stage 3	Green	Re-inspect
1848 Moscatel	Perm Elec	Green	
1940 Frediano	Perm Elec	Green	
1960 Frediano	Perm Elec	Green	
1959 Frediano	Elec Meter	Green	
1702 Corvina	Elec Meter	Green	

1839 Navarre	Stage 5	Green	
1522 Salvatore	Elec Meter	Green	
1506 Salvatore	Stage 5	Green	
1614 Salvatore	Stage 5	Green	
1551 Ripasso	Stage 2	Green	
1904 Frediano	Stage 3	Green	
1852 Moscatel	Stage 5	Green	
1714 Veneto	Stage 5	Green	
1811 Moscatel	Stage 5	Green	
1539 Ripasso	Tpole	Green	

TCS WEEKLY REPORT
CITY OF MCLENDON-CHISHOLM
WEEK OF: 10.17-10.24.2022

ADDRESS	ACTIVITY	STATUS	NOTES
1652 Vista Ct	PRC #2	Approved	
1737 San Donato	Stage 3	RED	
1717 Salvatore	Stage 3	RED	
12 Granite Ridge Dr	Simple	Green	Elec Generator
1818 Moscatel	PRC #2	Approved	
1652 Vista Ct - Pool/patio	PRC #1	Not approved	
4 Greenhollow - Solar	PRC #1	Not approved	
1703 Veneto	Perm elec	Green	
1502 Siena	Pool Pre Final	Green	
1707 Corvina Ct	Stage 3	Green	
1854 Verona	Perm elec	Green	
1867 Navarre	Perm elec	Green	
1823 Moscatel	Stage 5	Green	
1818 Veneto	Ipole	Green	
1734 Veneto	Perm elec	Green	
1815 Navarre	Flatwork	Green	
114 Windsor	Pool	Green	Deck steel
1526 Salvatore	Perm elec	Green	
1842 Verona	Perm elec	RED	
1518 Salvatore	Perm elec	Green	
1534 Salvatore	Perm elec	Green	
1514 Salvatore	Perm elec	Green	
1851 Moscatel	Perm elec	Green	
1834 Verona	Perm elec	Green	
1971 Frediano	Stage 3	Green	
19 Windsor	Stage 3	Green	
1904 Frediano	Stage 3	Green	Re-inspect
1557 Ripasso Way	Stage 3	Green	
1537 Barrolo Dr	Pool	Green	underground electric

TCS WEEKLY REPORT

CITY OF MCLENDON CHISHOLM

WEEK OF: October 24-28, 2022

ADDRESS	SERVICE	STATUS	NOTES
4 Greenhollow	PRC#2	Approved	
1730 Salvatore	Stage 5	Green	
1758 San Donato	Perm Elec	Green	
1912 Frediano	Stage 3	Green	Framing only
1503 Ripasso	Stage 2	Green	
1819 Navarre Way	Flatwork	Green	
1850 Verona	Tpole	Green	
1607 Veneto -Patio	PRC#2	Approved	
1528 Ripasso	PRC #1	Not Approved	
1434 Arezzo	PRC #1	Not Approved	
1856 Navarre	Flatwork	Green	
1851 Navarre	Flatwork	Green	
1908 Frediano	Perm Elec	Green	
704 Kensington	Pier Pre Pour	Green	
1905 Recioto	Pool Final	Green	
1720 Salvatore	Stage 5	Green	
1843 Navarre	Flatwork	Green	
1907 Rondinella	Flatwork	Green	
1911 Rondinella	Perm Elec	Green	
1903 Rondinella	Flatwork	Green	

Location	Notes	Code
Oct 28, 2022 4:01 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Oct 21, 2022 5:12 PM 1371 w fm 550	Patrolled city focusing on stray animals.	Animal Control
Oct 18, 2022 11:33 AM 1501 firenza ct	we picked up a stray dog from this address	Animal Control
Oct 13, 2022 3:38 PM 1371 w fm 550	Patrolled city focusing on stray animals.	Animal Control
Oct 6, 2022 3:02 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control

Alarm Date between 2022-10-01 and 2022-10-31

Total Calls by District

District	2022-10-01	Total
City Limit District	25	25
County District	17	17
Total	42	42

Incident Date between 2022-10-01 and 2022-10-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
10/31/2022	20202-00508	0000508	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/1/2022	2022-00465	0000463	735	Alarm system sounded due to malfunction	City Limit District	1
10/1/2022	2022-00466	0000464	611	Dispatched & canceled en route	City Limit District	1
10/1/2022	2022-00467	0000465	733	Smoke detector activation due to malfunction	County District	1
10/1/2022	2022-00468	0000466	321	EMS call, excluding vehicle accident with injury	County District	1
10/2/2022	2022-00469	0000467	321	EMS call, excluding vehicle accident with injury	County District	1
10/2/2022	2022-00470	0000468	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/3/2022	2022-00472	0000470	324	Motor vehicle accident with no injuries.	City Limit District	1
10/4/2022	2022-00473	0000471	321	EMS call, excluding vehicle accident with injury	County District	1
10/8/2022	2022-00474	0000472	321	EMS call, excluding vehicle accident with injury	County District	1
10/9/2022	2022-00475	0000473	321	EMS call, excluding vehicle accident with injury	County District	1
10/10/2022	2022-00476	0000474	151	Outside rubbish, trash or waste fire	City Limit District	1
10/11/2022	2022-00477	0000476	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/12/2022	2022-00478	0000475	311	Medical assist, assist EMS crew	County District	1
10/12/2022	2022-00479	0000477	322	Motor vehicle accident with injuries	City Limit District	1
10/12/2022	2022-00480	0000478	311	Medical assist, assist EMS crew	City Limit District	1
10/13/2022	2022-00481	0000482	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/13/2022	2022-00482	0000479	142	Brush or brush-and-grass mixture fire	County District	1
10/13/2022	2022-00483	0000480	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/13/2022	2022-00484	0000481	151	Outside rubbish, trash or waste fire	City Limit District	1
10/15/2022	2022-00485	0000483	322	Motor vehicle accident with injuries	City Limit District	1
10/15/2022	2022-00486	0000484	324	Motor vehicle accident with no injuries.	City Limit District	1

10/16/2022	2022-00487	0000485	100	Fire, other	City Limit District	1
10/16/2022	2022-00488	0000486	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/17/2022	2022-00489	0000487	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/19/2022	2022-00490	0000488	324	Motor vehicle accident with no injuries.	City Limit District	1
10/19/2022	2022-00491	0000489	651	Smoke scare, odor of smoke	County District	1
10/19/2022	2022-00492	0000490	321	EMS call, excluding vehicle accident with injury	County District	1
10/19/2022	2022-00493	0000491	151	Outside rubbish, trash or waste fire	County District	1
10/19/2022	2022-00494	0000492	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/20/2022	2022-00495	0000493	321	EMS call, excluding vehicle accident with injury	County District	1
10/22/2022	2022-00496	0000496	321	EMS call, excluding vehicle accident with injury	County District	1
10/23/2022	2022-00497	0000497	311	Medical assist, assist EMS crew	County District	1
10/23/2022	2022-00498	0000498	813	Wind storm, tornado/hurricane assessment	City Limit District	1
10/23/2022	2022-00499	0000499	444	Power line down	City Limit District	1
10/24/2022	2022-00500	0000500	324	Motor vehicle accident with no injuries.	City Limit District	1
10/24/2022	2022-00501	0000501	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/25/2022	2022-00502	0000502	611	Dispatched & canceled en route	County District	1
10/26/2022	2022-00503	0000503	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/26/2022	2022-00504	0000504	631	Authorized controlled burning	County District	1
10/27/2022	2022-00505	0000505	311	Medical assist, assist EMS crew	City Limit District	1
10/28/2022	2022-00506	0000506	321	EMS call, excluding vehicle accident with injury	County District	1
10/31/2022	2022-00507	0000507	321	EMS call, excluding vehicle accident with injury	City Limit District	1
10/31/2022	2022-00509	0000509	733	Smoke detector activation due to malfunction	County District	1
10/2/2022	2202-00471	0000469	321	EMS call, excluding vehicle accident with injury	City Limit District	1



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

Jason Roemer *Vice President*





Municipal Recycling Program



Single Stream Recycling

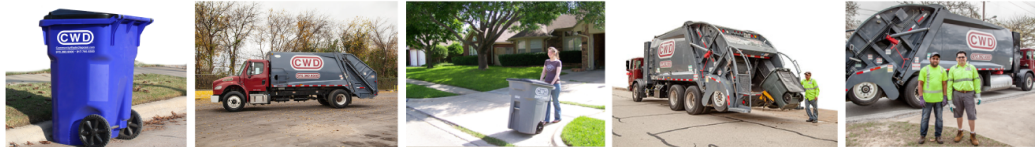
Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of McLendon-Chisholm are dedicated to the preservation of the Texas environment for future generations.

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

	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022	May-2022	Apr-2022	Mar-2022	Feb-2022	Jan-2022	Dec-2021	Nov-2021
Homes	1,299	1,299	1,299	1,223	1,223	1,223	1,223	1,223	1,223	1,223	1,223	1,223
Resi Rcy Tonnage	20.46	23.58	38.81	38.62	40.47	47.81	35.63	34.31	33.78	56.02	63.88	46.13
Pounds / Home / Month	31.50	36.30	59.75	63.16	66.18	78.18	58.27	56.11	55.24	91.61	104.46	75.44



Municipal Service Inquiries



Residential Solid Waste Services

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

***** Service inquiries related to the three storm days in February, and potential subsequent collection days, were not recorded as grievances, as these were non-ordinary operating circumstances for CWD. *****

	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022	May-2022	Apr-2022	Mar-2022	Feb-2022	Jan-2022	Dec-2021	Nov-2021
Service Opportunities	11,249	11,249	11,249	10,591	10,591	10,591	10,591	10,591	10,591	10,591	10,591	10,591
Service Inquiries	16	22	16	11	23	8	2	21	1	12	3	5
Per 1,000 Service Opps	1.42	1.96	1.42	1.04	2.17	0.76	0.19	1.98	0.09	1.13	0.28	0.47



Customer Service Inquiries - Detail



Good Service is Good Business

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

City Account Grievances for the Period of 10/01/2022 - 10/31/2022

Date	Account	Address	Service Type	Service Code
10/14/2022	108255-1042	JANNA AND JACOB TINDALL		
Total : 1				
10/28/2022	108255-1769	TYRONE MCDOUGALL	RESI-RECYCLE	SERVICE RCYCART
Total RESI-RECYCLE: 1				
10/03/2022	108255-1770	JOHN MCHALE	RESI-TRASH	SERVICE TRASH CART
10/07/2022	108255-1784	SAVANNA JACKSON	RESI-TRASH	SERVICE TRASH CART
10/07/2022	108255-1779	HOWARD CLEAVINGER	RESI-TRASH	SERVICE TRASH CART
10/13/2022	108255-1439	GLORIA FREENEY	RESI-TRASH	SERVICE TRASH CART

10/13/2022	108255-623	MARK KEIFFER	RESI-TRASH	SERVICE TRASH CART
10/14/2022	108255-1784	SAVANNA JACKSON	RESI-TRASH	SERVICE TRASH CART
10/14/2022	108255-1812	JAMES VACCARO	RESI-TRASH	SERVICE TRASH CART
10/14/2022	108255-1779	HOWARD CLEAVINGER	RESI-TRASH	SERVICE TRASH CART
10/21/2022	108255-1784	SAVANNA JACKSON	RESI-TRASH	SERVICE TRASH CART
10/21/2022	108255-1812	JAMES VACCARO	RESI-TRASH	SERVICE TRASH CART
10/28/2022	108255-249	RUYLE, PATRICIA	RESI-TRASH	SERVICE TRASH CART
10/28/2022	108255-1817	EDWARD & TINISIA BROWN	RESI-TRASH	SERVICE TRASH CART
10/28/2022	108255-1784	SAVANNA JACKSON	RESI-TRASH	SERVICE TRASH CART
10/28/2022	108255-1378	VICKI BRAZEAL	RESI-TRASH	SERVICE TRASH CART

Total RESI-TRASH: 14

Total Inquiries: 16

Mark Woodruff

Year: 2022

[illegible]

ROCKWALL COUNTY SHERIFF
972 TL TOWNSEND ROCKWALL , TX 75087

CC.IncDate Between '10/01/2022' And '10/31/2022' AND CC.District = '41' AND
IsNull(CC.Jurisdiction, 'Default') = 'Default'

CFS History Search
Public Report

CFS #	Create When	Location	CallType Disposition
2022-036797	10/31/2022 3:43:55 AM	[REDACTED]	MEDICAL CALL ASSIGNMENT COMPLETE
2022-036565	10/28/2022 9:49:14 PM	[REDACTED]	RECKLESS DRIVER WARNING
2022-036542	10/28/2022 1:45:06 PM	[REDACTED]	WELFARE CHECK ASSIGNMENT COMPLETE
2022-036512	10/28/2022 4:27:59 AM	[REDACTED]	WELFARE CHECK ASSIGNMENT COMPLETE
2022-036431	10/27/2022 11:22:29 AM	[REDACTED]	MEDICAL CALL ASSIGNMENT COMPLETE
2022-036351	10/26/2022 6:54:58 PM	[REDACTED]	RECKLESS DRIVER UTL
2022-036344	10/26/2022 4:50:28 PM	[REDACTED]	MEET COMPLAINANT ASSIGNMENT COMPLETE
2022-036262	10/25/2022 7:56:46 PM	[REDACTED]	SUSPICIOUS PERSON/VEHICLE NO REPORT
2022-036148	10/24/2022 5:57:47 PM	[REDACTED]	MEDICAL CALL ASSIGNMENT COMPLETE
2022-036139	10/24/2022 4:02:35 PM	[REDACTED]	TRAFFIC HAZARD ASSIGNMENT COMPLETE
2022-036073	10/23/2022 10:16:50 PM	[REDACTED]	DISTURBANCE NOISE ASSIGNMENT COMPLETE
2022-036044	10/23/2022 5:09:02 PM	[REDACTED] M	ALARM FALSE ALARM
2022-035975	10/23/2022 1:52:33 AM	[REDACTED]	RUNAWAY ASSIGNMENT COMPLETE
2022-035883	10/22/2022 5:56:45 AM	[REDACTED]	ALARM ASSIGNMENT COMPLETE
2022-035812	10/21/2022 12:55:25 PM	[REDACTED]	ACCIDENT MINOR NO REPORT
2022-035811	10/21/2022 12:35:18 PM	[REDACTED]	ALARM ASSIGNMENT COMPLETE
2022-035720	10/20/2022 5:40:21 PM	[REDACTED]	ALARM FALSE ALARM
2022-035657	10/20/2022 8:33:28 AM	[REDACTED]	MEET COMPLAINANT ASSIGNMENT COMPLETE
2022-035594	10/19/2022 2:11:52 PM	[REDACTED] M	MEDICAL CALL ASSIGNMENT COMPLETE
2022-035582	10/19/2022 11:19:41 AM	[REDACTED]	ANIMAL LOOSE LIVESTOCK UTL
2022-035547	10/19/2022 4:16:25 AM	[REDACTED]	ACCIDENT MAJOR ACCIDENT REPORT
2022-035490	10/18/2022 2:33:13 PM	[REDACTED]	HARASSMENT/THREAT RSO REPORT TAKEN

CFS #	Create When	Location	CallType Disposition
2022-035480	10/18/2022 12:57:58 PM	[REDACTED]	BURGLARY BUILDING RSO REPORT TAKEN
2022-035465	10/18/2022 10:45:08 AM	[REDACTED]	911 HANG UP ASSIGNMENT COMPLETE
2022-035460	10/18/2022 9:12:47 AM	[REDACTED]	ALARM ASSIGNMENT COMPLETE
2022-035407	10/17/2022 8:10:28 PM	[REDACTED]	MEDICAL CALL ASSIGNMENT COMPLETE
2022-035332	10/17/2022 10:49:39 AM	[REDACTED]	BURGLARY BUILDING RSO REPORT TAKEN
2022-035233	10/16/2022 2:23:17 PM	[REDACTED]	ANIMAL COMPLAINT ASSIGNMENT COMPLETE
2022-035204	10/16/2022 10:20:55 AM	[REDACTED]	FIRE STRUCTURE ASSIGNMENT COMPLETE
2022-035132	10/15/2022 4:51:23 PM	[REDACTED]	ACCIDENT MINOR ACCIDENT REPORT
2022-035103	10/15/2022 9:32:38 AM	[REDACTED]	ACCIDENT MAJOR ACCIDENT REPORT
2022-034998	10/14/2022 3:12:26 PM	[REDACTED]	ASSAULT ARREST
2022-034897	10/13/2022 4:09:07 PM	[REDACTED]	ALARM MEDICAL FALSE ALARM
2022-034883	10/13/2022 1:57:51 PM	[REDACTED]	TRAFFIC HAZARD UTL
2022-034821	10/13/2022 12:34:36 AM	[REDACTED]	MEET COMPLAINANT ASSIGNMENT COMPLETE
2022-034780	10/12/2022 3:36:10 PM	[REDACTED]	FRAUD ASSIGNMENT COMPLETE
2022-034758	10/12/2022 12:58:09 PM	[REDACTED]	LIFT ASSIST ASSIGNMENT COMPLETE
2022-034686	10/11/2022 6:24:03 PM	[REDACTED]	RECKLESS DRIVER UTL
2022-034620	10/11/2022 8:41:54 AM	[REDACTED]	MEDICAL CALL ASSIGNMENT COMPLETE
2022-034445	10/9/2022 11:15:49 PM	[REDACTED]	ALARM ASSIGNMENT COMPLETE
2022-034386	10/9/2022 12:11:22 PM	[REDACTED]	WELFARE CHECK ASSIGNMENT COMPLETE
2022-034357	10/9/2022 12:14:34 AM	[REDACTED]	DISTURBANCE ASSIGNMENT COMPLETE
2022-034209	10/7/2022 10:11:04 PM	[REDACTED]	DISTURBANCE NOISE ASSIGNMENT COMPLETE
2022-034183	10/7/2022 4:43:24 PM	[REDACTED]	MEET COMPLAINANT NO REPORT
2022-034152	10/7/2022 11:25:16 AM	[REDACTED]	MEET COMPLAINANT RSO REPORT TAKEN
2022-034070	10/6/2022 10:33:47 PM	[REDACTED]	UTILITY POLE/LINES ASSIGNMENT COMPLETE
2022-034069	10/6/2022 10:32:17 PM	[REDACTED]	TRAFFIC HAZARD ASSIGNMENT COMPLETE
2022-034063	10/6/2022 8:38:19 PM	[REDACTED]	DISTURBANCE RSO REPORT TAKEN
2022-033957	10/6/2022 2:54:02 AM	[REDACTED]	ALARM FALSE ALARM

CFS #	Create When	Location	CallType Disposition
2022-033763	10/4/2022 12:03:05 PM	[REDACTED]	MEET COMPLAINANT ASSIGNMENT COMPLETE
2022-033683	10/3/2022 9:08:12 PM	[REDACTED]	DISTURBANCE NOISE UTL
2022-033620	10/3/2022 12:47:21 PM	[REDACTED]	ACCIDENT MINOR ASSIGNMENT COMPLETE
2022-033613	10/3/2022 11:47:06 AM	[REDACTED]	ANIMAL COMPLAINT UTL
2022-033561	10/2/2022 9:29:53 PM	[REDACTED]	911 HANG UP ASSIGNMENT COMPLETE
2022-033545	10/2/2022 7:50:11 PM	[REDACTED]	MEDICAL CALL ASSIGNMENT COMPLETE
2022-033518	10/2/2022 12:52:46 PM	[REDACTED]	SUSPICIOUS PERSON/VEHICLE UTL
2022-033429	10/1/2022 10:09:04 AM	[REDACTED]	ALARM COMMERCIAL FIRE FALSE ALARM
2022-033424	10/1/2022 8:23:53 AM	[REDACTED]	MEDICAL CALL ASSIGNMENT COMPLETE

Total: 58



City of McLendon-Chisholm
Staff Report

Date:

December 13, 2022

Agenda Item:

Consent Agenda – City Council Meeting Schedule

Background:

As we get ready to start 2023, I wanted to provide you with a calendar for the regularly scheduled meetings for the year. Of course, additional special meetings can be added as necessary.

Mark your calendars!!!

Staff Assigned: Shelly Green, City Secretary

CITY COUNCIL MEETING SCHEDULE 2023

JANUARY							FEBRUARY						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
29	31	28	29	30	1	2	6	7	1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	1	2	3	4	5
30	31												
MARCH							APRIL						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
29	31	1	2	3	4	5	3	4	5	6	7	8	9
6	7	8	9	10	11	12	10	11	12	13	14	15	16
13	14	15	16	17	18	19	17	18	19	20	21	22	23
20	21	22	23	24	25	26	24	25	26	27	28	29	30
27	28	29	30	31									
MAY							JUNE						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30		
29	30	31											
JULY							AUGUST						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
29	31	28	29	30	1	2	6	7	8	9	10	11	12
3	4	5	6	7	8	9	14	15	16	17	18	19	20
10	11	12	13	14	15	16	21	22	23	24	25	26	27
17	18	19	20	21	22	23	28	29	30	31			
24	25	26	27	28	29	30							
31													
SEPTEMBER							OCTOBER						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
28	29	30	31	1	2	3	29	30	31	1	2	3	4
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					
NOVEMBER							DECEMBER						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
30	31	1	2	3	4	5	27	28	29	30	1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31



November 14, 2022

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

RE: Request for Residential & Commercial for Cost Adjustment Effective January 01, 2023

Dear Shelly:

In accordance with the "Municipal Solid Waste Collection, Transportation and Disposal Contract", Community Waste Disposal (CWD) may request an annual cost adjustment. This notice is to inform you of our request for a Cost Adjustment effective January 01, 2023. Attached is a new 2023 exhibit "A" outlining the changes in rates, the U.S. Department of Labor information regarding the CPI index, the regional fuel prices for 2021 & 2022 and a worksheet that recaps the changes in disposal, fuel and landfill.

The information below is a sample that reflects the adjustment for McLendon-Chisholm residential and commercial customer base.

2022 Residential rate	\$ 26.62	2022 Commercial 1x8x1	\$ 199.41
2023 Residential rate	\$ 30.45	2023 Commercial 1x8x1	\$ 221.44

If you would like to schedule a meeting with City Management/Staff to discuss CWD's 2023 cost adjustment request. Please contact CWD's Vice President, Jason Roemer at 972.392.9300 x 3220 (office) or his mobile at 214.418.5017.

Sincerely,

Chyna Pham-Nguyen
Accounts Receivable Manager

Enc: CPI Statistical Data
DOE Regional Diesel Fuel Prices
Calculation Worksheet
Exhibit A

CC: Jason Roemer
Greg Roemer
Jim Huyck

2010 California Crossing Road
Dallas, Texas 75220-2310
Telephone
972.392.9300 or 817.795.9300
Facsimile
972.392.9301

McLENDON-CHISHOLM COST ADJUSTMENT WORKSHEET FOR JAN 2023

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

Diesel Fuel worksheet		
	Aug, Sept & Oct of 2021	Aug, Sept & Oct of 2022
Week 1	3.097	4.801
Week 2	3.083	4.677
Week 3	3.073	4.614
Week 4	3.038	4.619
Week 5	3.060	4.821
Week 6	3.104	4.796
Week 7	3.099	4.760
Week 8	3.119	4.690
Week 9	3.142	4.623
Week 10	3.203	4.557
Week 11	3.335	4.897
Week 12	3.422	5.018
Week 13	3.483	4.987
Average	3.174	4.758
Dollar Change		1.585
Percent of Change		49.93%

Landfill Information	
Landfill Prior	42.00
Current	42.00
Difference in \$	-
Percentage	0.00%

CPI Information	
CPI Sept 21	259.068
CPI Sept 22	279.907
Difference	20.839
Percentage	8.0%

INDEX CHANGE	
CPI%	8.0%
Diesel Fuel %	49.93%
Disposal %	0.00%

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

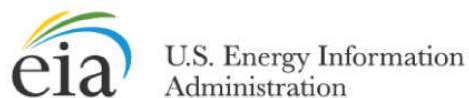
	F/L	R/O	Weight	Resi Trash	Resi Rcy
CPI	4.56%	2.96%	0.00%	3.84%	5.52%
Diesel Fuel	6.49%	6.49%	0.00%	9.99%	9.99%
Disposal	0.00%	0.00%	0.00%	0.00%	0.00%
Total	11.05%	9.45%	0.00%	13.83%	15.51%

2023 CITY of McLENDON-CHISHOLM Exhibit "A"

McLendon-Chisholm Solid Waste Collection and Recycling Services		Jan 2022 Net Rate to CWD	Jan 2022 Customer Rate	CPI Adjustment	Diesel Fuel Adjustment	Disposal Adjustment	Total Adjustment	Jan 2023 Net Rate to CWD	Jan 2023 Customer Rate
				8.00%	49.93%	0.00%			
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>									
Residential Collection									
	Percent of Adjustment			48%	20%	32%			
Residential Single Family Trash Rate (once a week) (once per week collection of up to 1cy of bulk/brush)	\$17.64	\$15.88	\$0.61	\$1.59	\$0.00	\$2.20	\$18.08	\$20.09	
Additional Residential Trash Cart Pricing (each)	\$7.86	\$7.07	\$0.27	\$0.71	\$0.00	\$0.98	\$8.05	\$8.94	
	Percent of Adjustment			69%	20%	11%			
Residential Recycling Rate (once a week)	\$7.86	\$7.07	\$0.39	\$0.71	\$0.00	\$1.10	\$8.17	\$9.08	
	Percent of Adjustment			48%	20%	32%			
Residential X-treme Green Event	\$1.12	\$1.01	\$0.04	\$0.10	\$0.00	\$0.14	\$1.15	\$1.28	
	Percent of Adjustment			48%	20%	32%			
Special Collection Rate for Collection of Unusual Accumulations	\$19.67	\$17.70	\$0.68	\$1.77	\$0.00	\$2.45	\$20.15	\$22.39	
	Percent of Adjustment			100%	0%	0%			
Replace lost/stolen Recycle Cart (each)	\$89.43	\$80.49	\$6.44	\$0.00	\$0.00	\$6.44	\$86.93	\$96.59	
Disaster Management Rates									
	Percent of Adjustment			80%	20%	0%			
Roll off Truck and Container (per haul) *	N/A	\$296.84	\$19.00	\$29.64	\$0.00	\$48.64	\$345.48	N/A	
Rate per Hour - Grapple Truck *	N/A	\$186.94	\$11.96	\$18.67	\$0.00	\$30.63	\$217.57	N/A	
Rate per Hour - Rear Loader with Crew *	N/A	\$186.94	\$11.96	\$18.67	\$0.00	\$30.63	\$217.57	N/A	
	Percent of Adjustment			0%	0%	100%			
* Disposal (per ton)	N/A	\$43.45	\$0.00	\$0.00	\$0.00	\$0.00	\$43.45	N/A	
Commercial Cart									
	Percent of Adjustment			48%	20%	32%			
First Trash Poly-Cart (once a week service)	\$32.79	\$29.51	\$1.13	\$2.95	\$0.00	\$4.08	\$33.59	\$37.32	
Price for Each Additional Trash Poly-Cart	\$26.22	\$23.60	\$0.91	\$2.36	\$0.00	\$3.27	\$26.87	\$29.86	
Front Load Commercial Trash Container Services									
	Percent of Adjustment			57%	13%	30%			
2 Cubic Yard Container									
One time per week	\$128.93	\$116.04	\$5.29	\$7.53	\$0.00	\$12.82	\$128.86	\$143.18	
3 Cubic Yard Container									
One time per week	\$142.52	\$128.27	\$5.85	\$8.33	\$0.00	\$14.18	\$142.45	\$158.28	
4 Cubic Yard Container									
One time per week	\$151.57	\$136.41	\$6.22	\$8.85	\$0.00	\$15.07	\$151.48	\$168.31	
6 Cubic Yard Container									
One time per week	\$178.76	\$160.88	\$7.34	\$10.44	\$0.00	\$17.78	\$178.66	\$198.51	
8 Cubic Yard Container									
One time per week	\$199.41	\$179.47	\$8.18	\$11.65	\$0.00	\$19.83	\$199.30	\$221.44	
Extra Pick-Ups and Reloads									
2 cu. Yd. Containers	\$43.63	\$39.27	\$1.79	\$2.55	\$0.00	\$4.34	\$43.61	\$48.46	
3 cu. Yd. Containers	\$44.92	\$40.43	\$1.84	\$2.62	\$0.00	\$4.46	\$44.89	\$49.88	
4 cu. Yd. Containers	\$46.20	\$41.58	\$1.90	\$2.70	\$0.00	\$4.60	\$46.18	\$51.31	
6 cu. Yd. Containers	\$48.78	\$43.90	\$2.00	\$2.85	\$0.00	\$4.85	\$48.75	\$54.17	
8 cu. Yd. Containers	\$50.04	\$45.04	\$2.05	\$2.92	\$0.00	\$4.97	\$50.01	\$55.57	
Commercial Special Services									
	Percent of Adjustment			100%	0%	0%			
Container Inside Four Side Enclosures - Per Pick-Up, Per Container	\$4.48	\$4.03	\$0.32	\$0.00	\$0.00	\$0.32	\$4.35	\$4.83	
Caster - (<4 cu. Yd.) Per Pick-up, Per Container	\$4.48	\$4.03	\$0.32	\$0.00	\$0.00	\$0.32	\$4.35	\$4.83	
Locks - Per Pick Up, Per Container	\$4.48	\$4.03	\$0.32	\$0.00	\$0.00	\$0.32	\$4.35	\$4.83	
One Container Inside Gated Property - Per Pick-Up, Per Container	\$4.48	\$4.03	\$0.32	\$0.00	\$0.00	\$0.32	\$4.35	\$4.83	
Two Containers Inside Gated Property - Per Pick-Up, Per Container	\$2.98	\$2.68	\$0.21	\$0.00	\$0.00	\$0.21	\$2.89	\$3.21	
Three or More Containers Inside Gated Property - Per Pick-Up, Per Container	\$1.50	\$1.35	\$0.11	\$0.00	\$0.00	\$0.11	\$1.46	\$1.62	

2023 CITY of McLENDON-CHISHOLM Exhibit "A"

McLendon-Chisholm Solid Waste Collection and Recycling Services		Jan 2022 Net Rate to CWD	Jan 2022 Customer Rate	CPI Adjustment 8.00%	Diesel Fuel Adjustment 49.93%	Disposal Adjustment 0.00%	Total Adjustment	Jan 2023 Net Rate to CWD	Jan 2023 Customer Rate
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>									
Open Top Rolloff Containers									
	Percent of Adjustment			80%	20%	0%			
Delivery - weekday	\$232.88	\$209.59	\$13.41	\$20.93	\$0.00	\$34.34	\$243.93	\$271.03	
Delivery - weekend	\$270.66	\$243.59	\$15.59	\$24.32	\$0.00	\$39.91	\$283.50	\$315.00	
Trip Charge (Dry Run) - weekday	\$232.88	\$209.59	\$13.41	\$20.93	\$0.00	\$34.34	\$243.93	\$271.03	
Trip Charge (Dry Run) - weekend	\$270.66	\$243.59	\$15.59	\$24.32	\$0.00	\$39.91	\$283.50	\$315.00	
	Percent of Adjustment			100%	0%	0%			
Weekly Rental	\$41.73	\$37.56	\$3.00	\$0.00	\$0.00	\$3.00	\$40.56	\$45.07	
Monthly Rental	\$178.87	\$160.98	\$12.88	\$0.00	\$0.00	\$12.88	\$173.86	\$193.18	
	Percent of Adjustment			37%	13%	50%			
30 Cubic Yard Per Haul - weekday ** +	\$519.58	\$467.62	\$13.84	\$30.35	\$0.00	\$44.19	\$511.81	\$568.68	
30 Cubic Yard Per Haul - weekend ** +	\$559.01	\$503.11	\$14.89	\$32.66	\$0.00	\$47.55	\$550.66	\$611.84	
	Percent of Adjustment			0%	0%	100%			
** Plus Disposal Per Ton if over 8,000 lb.'s	\$47.78	\$43.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.00	\$47.78	
+ Excess Payload for Trucks Over 27 Tons	\$122.11	\$109.90	\$0.00	\$0.00	\$0.00	\$0.00	\$109.90	\$122.11	
Special Collections									
Other Charges									
Returned Checks	N/A	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00	N/A	
City Free Services									
Solid Waste Removal Service at:									
City Facility (4 x 95 Trash & 4 x 95 Recycle carts - serviced 1 x per week)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
Various Roll Off Hauls(30 x 30 yard open top - 30 hauls per year)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
Christmas Trees Recycling (1 x 30 yard open top - 1 x per year)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	



PETROLEUM & OTHER LIQUIDS

OVERVIEW

DATA

ANALYSIS & PROJECTIONS

GLOSSARY ›

FAQS ›

Referring Pages:

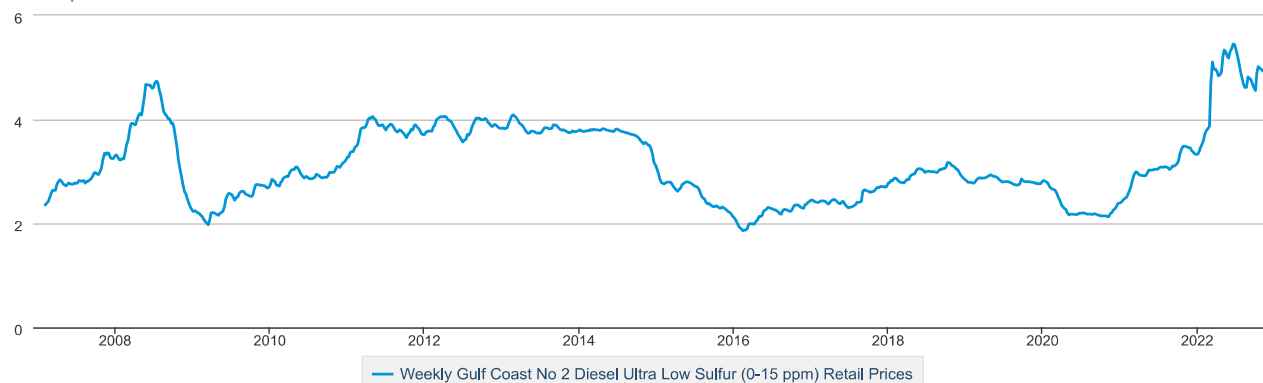
- [Gulf Coast \(PADD 3\) Gasoline and Diesel Retail Prices](#)
- [Retail Prices for Ultra Low Sulfur Diesel](#)

View History: ☒ Weekly ☐ Monthly ☐ Annual[Download Data \(XLS File\)](#)

Weekly Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices

DOWNLOAD

Dollars per Gallon



Source: U.S. Energy Information Administration

Chart Tools

no analysis applied ▼

This series is available through the EIA open data API and can be downloaded to Excel or embedded as an interactive chart or map on your website.

Weekly Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Year-Month	Week 1		Week 2		Week 3		Week 4		Week 5	
	End Date	Value	End Date	Value	End Date	Value	End Date	Value	End Date	Value
2007-Feb	02/05	2.357	02/12	2.391	02/19	2.420	02/26	2.493		
2007-Mar	03/05	2.588	03/12	2.636	03/19	2.637	03/26	2.639		
2007-Apr	04/02	2.762	04/09	2.805	04/16	2.842	04/23	2.809	04/30	2.762
2007-May	05/07	2.743	05/14	2.722	05/21	2.754	05/28	2.782		
2007-Jun	06/04	2.757	06/11	2.752	06/18	2.759	06/25	2.782		
2007-Jul	07/02	2.770	07/09	2.787	07/16	2.825	07/23	2.819	07/30	2.811
2007-Aug	08/06	2.828	08/13	2.773	08/20	2.810	08/27	2.810		
2007-Sep	09/03	2.838	09/10	2.866	09/17	2.904	09/24	2.973		
2007-Oct	10/01	2.977	10/08	2.948	10/15	2.944	10/22	3.002	10/29	3.069
2007-Nov	11/05	3.224	11/12	3.350	11/19	3.327	11/26	3.362		
2007-Dec	12/03	3.347	12/10	3.268	12/17	3.248	12/24	3.250	12/31	3.297
2008-Jan	01/07	3.322	01/14	3.271	01/21	3.226	01/28	3.221		
2008-Feb	02/04	3.249	02/11	3.241	02/18	3.370	02/25	3.513		
2008-Mar	03/03	3.611	03/10	3.800	03/17	3.916	03/24	3.930	03/31	3.909
2008-Apr	04/07	3.896	04/14	4.002	04/21	4.080	04/28	4.116		
2008-May	05/05	4.088	05/12	4.270	05/19	4.445	05/26	4.676		
2008-Jun	06/02	4.666	06/09	4.661	06/16	4.660	06/23	4.605	06/30	4.608
2008-Jul	07/07	4.699	07/14	4.739	07/21	4.707	07/28	4.575		
2008-Aug	08/04	4.454	08/11	4.301	08/18	4.155	08/25	4.101		
2008-Sep	09/01	4.070	09/08	4.018	09/15	4.015	09/22	3.927	09/29	3.933
2008-Oct	10/06	3.846	10/13	3.636	10/20	3.457	10/27	3.222		
2008-Nov	11/03	3.036	11/10	2.900	11/17	2.750	11/24	2.605		
2008-Dec	12/01	2.563	12/08	2.472	12/15	2.384	12/22	2.311	12/29	2.268
2009-Jan	01/05	2.232	01/12	2.246	01/19	2.228	01/26	2.204		
2009-Feb	02/02	2.191	02/09	2.157	02/16	2.135	02/23	2.075		

https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R30_DPG&f=W

1/4

11/13/22, 6:40 PM

Weekly Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Year-Month	Week 1		Week 2		Week 3		Week 4		Week 5	
	End Date	Value	End Date	Value	End Date	Value	End Date	Value	End Date	Value
2015-Jul	07/06	2.712	07/13	2.708	07/20	2.674	07/27	2.611		
2015-Aug	08/03	2.536	08/10	2.487	08/17	2.478	08/24	2.414	08/31	2.376
2015-Sep	09/07	2.385	09/14	2.362	09/21	2.340	09/28	2.323		
2015-Oct	10/05	2.323	10/12	2.339	10/19	2.325	10/26	2.299		
2015-Nov	11/02	2.290	11/09	2.317	11/16	2.304	11/23	2.280	11/30	2.254
2015-Dec	12/07	2.232	12/14	2.212	12/21	2.181	12/28	2.140		
2016-Jan	01/04	2.114	01/11	2.080	01/18	2.014	01/25	1.957		
2016-Feb	02/01	1.917	02/08	1.896	02/15	1.858	02/22	1.873	02/29	1.874
2016-Mar	03/07	1.907	03/14	1.990	03/21	1.991	03/28	2.001		
2016-Apr	04/04	1.983	04/11	1.992	04/18	2.046	04/25	2.074		
2016-May	05/02	2.137	05/09	2.131	05/16	2.157	05/23	2.233	05/30	2.254
2016-Jun	06/06	2.278	06/13	2.307	06/20	2.296	06/27	2.285		
2016-Jul	07/04	2.282	07/11	2.261	07/18	2.262	07/25	2.242		
2016-Aug	08/01	2.224	08/08	2.184	08/15	2.179	08/22	2.249	08/29	2.269
2016-Sep	09/05	2.264	09/12	2.256	09/19	2.242	09/26	2.230		
2016-Oct	10/03	2.250	10/10	2.317	10/17	2.357	10/24	2.353	10/31	2.353
2016-Nov	11/07	2.340	11/14	2.316	11/21	2.296	11/28	2.290		
2016-Dec	12/05	2.361	12/12	2.371	12/19	2.410	12/26	2.421		
2017-Jan	01/02	2.451	01/09	2.448	01/16	2.429	01/23	2.414	01/30	2.408
2017-Feb	02/06	2.403	02/13	2.424	02/20	2.433	02/27	2.433		
2017-Mar	03/06	2.429	03/13	2.419	03/20	2.380	03/27	2.378		
2017-Apr	04/03	2.414	04/10	2.446	04/17	2.458	04/24	2.458		
2017-May	05/01	2.435	05/08	2.410	05/15	2.382	05/22	2.384	05/29	2.423
2017-Jun	06/05	2.417	06/12	2.368	06/19	2.329	06/26	2.305		
2017-Jul	07/03	2.307	07/10	2.311	07/17	2.324	07/24	2.342	07/31	2.359
2017-Aug	08/07	2.410	08/14	2.410	08/21	2.408	08/28	2.428		
2017-Sep	09/04	2.615	09/11	2.647	09/18	2.639	09/25	2.624		
2017-Oct	10/02	2.615	10/09	2.599	10/16	2.612	10/23	2.614	10/30	2.639
2017-Nov	11/06	2.668	11/13	2.697	11/20	2.689	11/27	2.712		
2017-Dec	12/04	2.713	12/11	2.705	12/18	2.697	12/25	2.708		
2018-Jan	01/01	2.774	01/08	2.785	01/15	2.825	01/22	2.815	01/29	2.868
2018-Feb	02/05	2.874	02/12	2.851	02/19	2.818	02/26	2.797		
2018-Mar	03/05	2.793	03/12	2.782	03/19	2.786	03/26	2.823		
2018-Apr	04/02	2.851	04/09	2.844	04/16	2.910	04/23	2.936	04/30	2.946
2018-May	05/07	2.955	05/14	3.012	05/21	3.055	05/28	3.054		
2018-Jun	06/04	3.055	06/11	3.037	06/18	3.016	06/25	2.978		
2018-Jul	07/02	3.002	07/09	3.004	07/16	3.004	07/23	2.993	07/30	2.997
2018-Aug	08/06	2.995	08/13	2.990	08/20	2.981	08/27	3.004		
2018-Sep	09/03	3.035	09/10	3.039	09/17	3.056	09/24	3.052		
2018-Oct	10/01	3.079	10/08	3.169	10/15	3.172	10/22	3.152	10/29	3.117
2018-Nov	11/05	3.106	11/12	3.085	11/19	3.045	11/26	3.035		
2018-Dec	12/03	2.989	12/10	2.934	12/17	2.900	12/24	2.869	12/31	2.841
2019-Jan	01/07	2.821	01/14	2.788	01/21	2.790	01/28	2.789		
2019-Feb	02/04	2.779	02/11	2.776	02/18	2.809	02/25	2.849		
2019-Mar	03/04	2.870	03/11	2.881	03/18	2.869	03/25	2.876		
2019-Apr	04/01	2.872	04/08	2.879	04/15	2.899	04/22	2.917	04/29	2.939
2019-May	05/06	2.927	05/13	2.905	05/20	2.907	05/27	2.893		
2019-Jun	06/03	2.875	06/10	2.843	06/17	2.820	06/24	2.797		
2019-Jul	07/01	2.803	07/08	2.804	07/15	2.805	07/22	2.804	07/29	2.793
2019-Aug	08/05	2.787	08/12	2.763	08/19	2.751	08/26	2.744		
2019-Sep	09/02	2.740	09/09	2.745	09/16	2.761	09/23	2.858	09/30	2.827
2019-Oct	10/07	2.804	10/14	2.805	10/21	2.802	10/28	2.806		
2019-Nov	11/04	2.795	11/11	2.795	11/18	2.792	11/25	2.776		
2019-Dec	12/02	2.779	12/09	2.759	12/16	2.763	12/23	2.763	12/30	2.808
2020-Jan	01/06	2.828	01/13	2.810	01/20	2.797	01/27	2.773		
Year-Month	Week 1		Week 2		Week 3		Week 4		Week 5	
	End Date	Value	End Date	Value	End Date	Value	End Date	Value	End Date	Value
2020-Apr	04/06	2.325	04/13	2.289	04/20	2.272	04/27	2.208		
2020-May	05/04	2.169	05/11	2.178	05/18	2.175	05/25	2.175		
2020-Jun	06/01	2.171	06/08	2.172	06/15	2.174	06/22	2.197	06/29	2.194
2020-Jul	07/06	2.204	07/13	2.198	07/20	2.198	07/27	2.183		
2020-Aug	08/03	2.175	08/10	2.183	08/17	2.177	08/24	2.174	08/31	2.188
2020-Sep	09/07	2.184	09/14	2.172	09/21	2.157	09/28	2.154		
2020-Oct	10/05	2.141	10/12	2.148	10/19	2.143	10/26	2.146		
2020-Nov	11/02	2.131	11/09	2.132	11/16	2.180	11/23	2.210	11/30	2.254
2020-Dec	12/07	2.276	12/14	2.307	12/21	2.379	12/28	2.393		
2021-Jan	01/04	2.398	01/11	2.429	01/18	2.461	01/25	2.483		
2021-Feb	02/01	2.500	02/08	2.566	02/15	2.627	02/22	2.722		
2021-Mar	03/01	2.837	03/08	2.929	03/15	2.988	03/22	2.991	03/29	2.955
2021-Apr	04/05	2.934	04/12	2.924	04/19	2.923	04/26	2.917		
2021-May	05/03	2.924	05/10	2.968	05/17	3.029	05/24	3.029	05/31	3.027
2021-Jun	06/07	3.034	06/14	3.040	06/21	3.042	06/28	3.044		
2021-Jul	07/05	3.076	07/12	3.083	07/19	3.083	07/26	3.079		
2021-Aug	08/02	3.097	08/09	3.083	08/16	3.073	08/23	3.038	08/30	3.060
2021-Sep	09/06	3.104	09/13	3.099	09/20	3.119	09/27	3.142		
2021-Oct	10/04	3.203	10/11	3.335	10/18	3.422	10/25	3.483		

https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R30_DPG&f=W

3/4

11/13/22, 6:40 PM

Weekly Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Year-Month	Week 1		Week 2		Week 3		Week 4		Week 5	
	End Date	Value	End Date	Value	End Date	Value	End Date	Value	End Date	Value
2021-Nov	11/01	3.486	11/08	3.482	11/15	3.474	11/22	3.457	11/29	3.454
2021-Dec	12/06	3.402	12/13	3.372	12/20	3.339	12/27	3.330		
2022-Jan	01/03	3.328	01/10	3.384	01/17	3.463	01/24	3.531	01/31	3.608
2022-Feb	02/07	3.730	02/14	3.785	02/21	3.830	02/28	3.872		
2022-Mar	03/07	4.703	03/14	5.110	03/21	4.964	03/28	4.972		
2022-Apr	04/04	4.929	04/11	4.840	04/18	4.855	04/25	4.916		
2022-May	05/02	5.210	05/09	5.339	05/16	5.295	05/23	5.216	05/30	5.180
2022-Jun	06/06	5.309	06/13	5.370	06/20	5.453	06/27	5.441		
2022-Jul	07/04	5.330	07/11	5.217	07/18	5.083	07/25	4.911		
2022-Aug	08/01	4.801	08/08	4.677	08/15	4.614	08/22	4.619	08/29	4.821
2022-Sep	09/05	4.796	09/12	4.760	09/19	4.690	09/26	4.623		
2022-Oct	10/03	4.557	10/10	4.897	10/17	5.018	10/24	4.987	10/31	4.965
2022-Nov	11/07	4.937								

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Release Date: 11/7/2022

Next Release Date: 11/14/2022

Referring Pages:

- [Gulf Coast \(PADD 3\) Gasoline and Diesel Retail Prices](#)
- [Retail Prices for Ultra Low Sulfur Diesel](#)

C.M. HINTON JR. REGIONAL LANDFILL

Garland's C. M. Hinton, Jr. Regional Landfill opened in April 2002 and is designed for an approximate 50-year lifespan. The Hinton Landfill accepts municipal solid waste, construction, and demolition waste from residents, private waste haulers, and commercial businesses, taking in approximately 1,100 tons of garbage every day.

RATES

Garland and Sachse residents can use the Hinton Landfill at no cost for household waste they haul and unload themselves with proof of residency (current driver's license, and recent City utility bill). If you cannot supply proof of residency, you will be charged a non-refundable fee. There is a minimum charge of \$10. The waste must come from the home in which the resident resides.

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

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

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

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

Payment Types Accepted:

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

Please note that only brick and masonry goods that are 100% clean and free of trash, wire, and/or rebar will be accepted free of charge in the landfill.



LOCATION

3175 Elm Grove Road

Rowlett, TX 75089

[View Map](#)

HOURS

Monday - Friday from 7 a.m. to 4:30 p.m. for the general public and 7 a.m. to 5 p.m. for automated commercial vehicles.

Saturday hours for all customers are 7 a.m to 3 p.m.

Closed Sunday

During inclement weather, please call 972-205-3670 as restrictions may apply.

CONTACT US

[E-mail Hinton Landfill](#)

Phone: 972-205-3670

Hotline: 972-205-3671



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: December 2, 2022

APPLICANT: Sam Mota
MC Trilogy Texas, LLC
8200 Douglas Avenue
Suite 300
Dallas, Texas 75225

LOCATION: The property is generally bounded on the north by Rabbit Ridge Road, on the west by FM 550 as shown on the attached approved concept plan.
Rockwall Parcel ID# 115324 and 115325.

Owner: MC Trilogy Texas, LLC
8200 Douglas Avenue
Suite 300
Dallas, Texas 75225
Representative: Sam Mota

CITY COUNCIL MEETING DATE: December 13, 2022

NOTE: PLAT CONSIDERATION IS MINISTERIAL FUNCTION.

THE CITY COUNCIL MUST:

APPROVE; APPROVE WITH CONDITIONS; OR DISAPPROVE.

IF APPROVED WITH CONDITIONS, THE CONDITIONS MUST BE CITED.

IF DISAPPROVED, THE DEFICIENT CODE SECTIONS MUST BE CITED.

REQUEST:

1. The applicant is requesting approval of a preliminary plat for the creation of 1,786 lots on 753.170 acres of land.

REPRESENTATIVE: Sam Mota.

PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval.

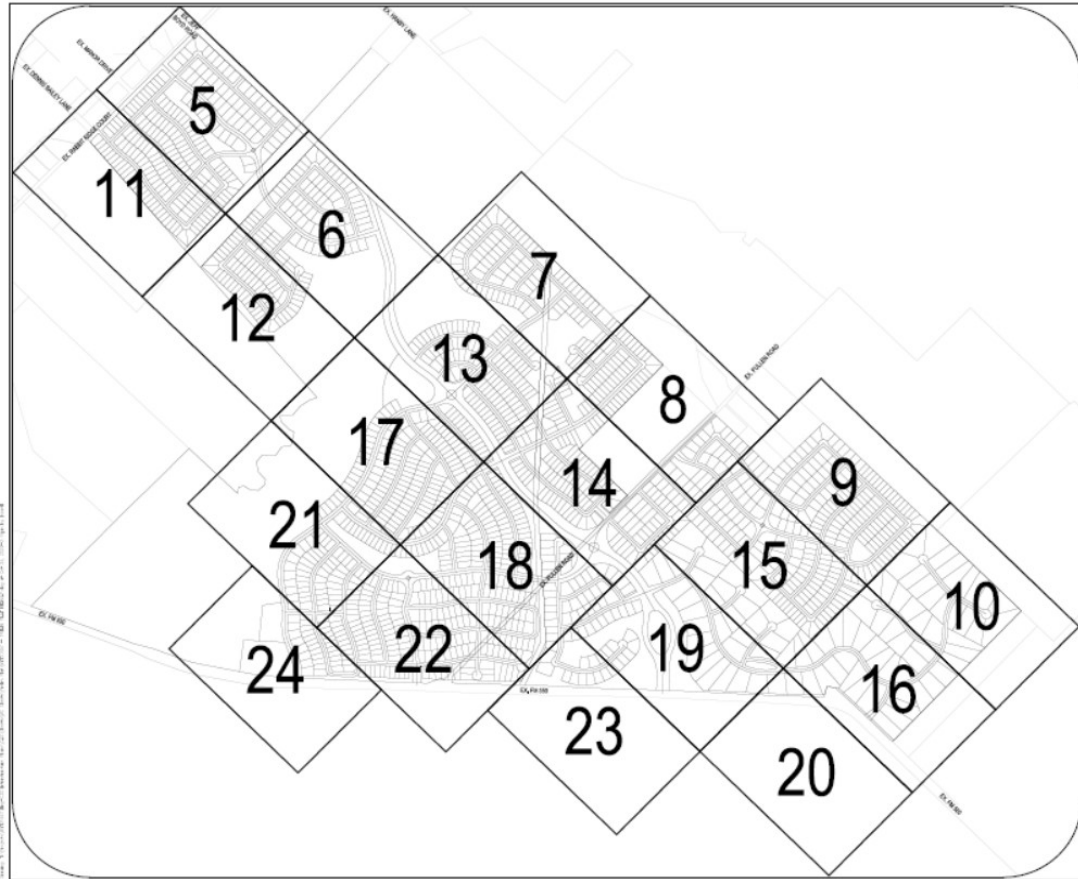
STAFF RECOMMENDATION: Approval. This application is consistent with the approved Concept Plan, the Development Agreement [DA] and the Subdivision regulations as amended by Exhibit E of the DA.

Approximately 179 acres of Trilogy are located within the City limits. In December 2021 the City Council approved the zoning ordinance for the In-City property. The preliminary plat is consistent with the approved concept plan. The remainder property is in the Extra Territorial Jurisdiction of the City.

Approved Concept Plan

[illegible]

Key Map Showing preliminary plat pages in context of entirety of project



The full-sized sheets for the preliminary plat are available for review at McLendon-Chisholm City Hall and will be available at the City Council meeting on December 13, 2022.

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Thoroughfares/streets: see paragraph 12. B. of Exhibit E [attached]

Exhibit E
Special Regulations

1. If a plat complies with the Concept Plan for the Property or the applicable zoning regulations for the In-City Property, it shall be deemed to comply with all of the City's plans, including, but not limited to, the City's master plan (also known as the comprehensive plan) and major street plan (also known as the master thoroughfare plan). This Agreement shall control in the event of a conflict with the City's master plan or master thoroughfare plan.
2. The term preliminary plan means a preliminary plat.
3. No plat shall be required for a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.
4. A preliminary plat may include all or any portion of the Property or the In-City Property.
5. A final plat may include all or any portion of an approved preliminary plat. A final plat may include minor changes to an approved preliminary plat.
6. An approved preliminary plat shall not expire if an application for a final plat for all or a portion of the land shown on the approved preliminary plat is submitted to the City within two years.
7. All water, wastewater, roadway, and drainage Public Infrastructure will be dedicated to, owned by, and maintained by the District unless the retail provider opts to own and maintain the water or wastewater Public Infrastructure, at its sole option. Parks and open space will be owned and maintained by the property owner, the District, or a homeowners association consistent with the Development Regulations. The owner's dedication language on each plat will be customized to reflect ownership and maintained as described in this paragraph.
8. The City will not be required to own or maintain any Public Infrastructure; therefore, maintenance bonds shall not be required to be provided to the City.
9. Final plat approval shall expire two years after the date of approval unless the final plat has been filed of record by the end of such two-year period. The City Council may grant a request for an extension of up to one additional year.
10. A final plat shall not be filed of record until the subdivision has been constructed and accepted by the City unless the subdivider provides the City with adequate security for completion of all final plat improvements in the form of an escrow, a letter of credit, or a bond in the amount of the estimated cost to complete all final plat improvements. A building permit may be issued prior to plat recordation provided the water and roadway improvements necessary to provide fire protection to the building are complete prior to building permit issuance.
11. In the event of a conflict with the Subdivision Regulations, the development processes and fee provisions set forth in Article III and Article IV of this Agreement shall control.

12. Thoroughfares and Traffic Impact Study.

a. The only thoroughfare improvements required for the development of the Property are the on-site thoroughfare improvements shown on the Concept Plan, which consist of the on-site portions of Pullen Road and Trilogy Boulevard, which shall be constructed according to the street sections on Exhibit J and shall be constructed in phases as portions of the Property adjacent to, or including, the roadways are final platted. Nothing herein shall prohibit the Owner from constructing either thoroughfare in a single phase earlier than required by this paragraph.

b. A traffic impact study shall be submitted with the application for the first preliminary plat for all or any portion of the Property, and the scope of such study shall be limited to studying traffic impacts from the development of the Property on adjacent portions of roads along the perimeter of the Property. No other traffic impact study, traffic impact analysis, or other traffic related studies or analyses shall be required in connection with the development of the Property or the In-City Property.

c. No off-site roadway improvements are required with the exception of any adjacent perimeter roadway improvements that are recommended by the traffic impact study.

13. Roadways shall be designed in accordance with the Concept Plan and the street sections contained in this Agreement.

14. Turnarounds shall have a minimum right-of-way radius of 50 feet and a pavement radius of 40.5 feet.

15. The maximum length of a dead-end street with a permanent turnaround or a cul-de-sac with a permanent turnaround shall be 1,200 feet.

16. Sections 10.02.006(b), (c), (d), and (e) of the Subdivision Regulations [Lots, Building Lines, Alleys, and Easements] shall not apply.

17. Section 10.02.008 of the Subdivision Regulations [Landscape Buffers] shall not apply and the exclusive landscaping requirements shall be those set forth in the Development Regulations in the case of the Property and those set forth in the applicable zoning regulations in the case of the In-City Property. A homeowners association shall be created to perpetually maintain all landscaped areas located with parkways, medians, open space, and other common areas.

18. Section 10.02.0010 of the Subdivision Regulations [Drainage Requirements] shall be modified to delete subsection (c)(5) and revise subsection (c)(6) to read in its entirety as follows: In areas where downstream pipes or channels are inadequate to handle proposed increased flows, the city as one alternative may accept cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or

upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

19. Detention is permitted.

20. Floodplain reclamation is permitted.

21. Section 10.02.010 of the Subdivision Regulations is amended in its entirety to read as follows in italics:

Sec. 10.02.010 Drainage requirements

(a) General policy.

(1) The commission shall not recommend for approval any plat, development plan, or subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins and the city council may not approve such plats, development plans, or subdivisions without such provisions. Drainage provisions shall ensure the health and safety of the public and property in times of flood and such drainage facilities shall not cause excessive increases in flood heights or velocities, particularly to adjacent and downstream properties. When calculations indicate that curb capacities are exceeded at a point, no further allowance shall be made for flow beyond that point, storm drains shall be designed to intercept a portion of the stormwater, and basins shall be used to intercept flow at that point.

(2) ~~The owner/subdivider or applicant may be required by the planning and zoning commission or city council as a condition of preliminary plan and/or final plat approval to carry away by pipe or open ditch any spring or surface water that exists either previous to, or as a result of, the subdivision. Such drainage facilities shall be located in the road right of way where feasible, or in perpetual unobstructed easements of appropriate width, and shall be constructed in accordance with the construction standards and specifications of the town.~~

(b) General design standards. For all subdivisions consisting of more than ten lots, the following requirements must be demonstrated as a condition for the approval of any preliminary plan or final plat, and must be shown on the face of the plan or plat or by separate document filed contemporaneously with the application for approval of the plan or plat:

(1) ~~Coordination with any comprehensive master drainage plan adopted by the city council is required and shall be demonstrated in the preliminary plan and/or final plat.~~

(2) The complete drainage system is composed of:

(A) The initial system, consisting of inlets, storm drains, and the associated appurtenances to convey the initial storm runoff (ten-year); and

(B) The major system of the major runoff (100-50-year), which consists of swales, creeks, channels, floodways and emergency overflows to prevent water encroachment into residential and commercial facilities.

~~(3) Channels are to be concrete lined at least to the ten-year frequency channel flow level with additional height to carry the 25 year flow. 100 year flow is to be contained within the building lines of the channel. Unlined channels will be considered and may be approved for quantities of floodwater larger than the equivalent flow of a 72-inch pipe.~~

(4) Utilization of retention ponds and dispersion areas and preservation of major floodplains, etc., shall be strongly encouraged and may be required if a proposed drainage improvement is found to create actual or potential upstream, adjacent or downstream property damage due to the creation of excessive flood velocities or heights.

~~(5) The city's major drainage floodplains that are still functioning in a natural or semi-natural state will require special drainage and other preservation considerations. To implement this policy of the natural 100 year floodplain for flooding areas draining one square mile or more, it may be recommended that these areas be zoned for planned development when zoning requests are made so that channel improvements and preservation efforts will be coordinated and defined on the site plan before detailed plans are submitted.~~

(6) Criteria for pipes.

(A) Minimum velocity with the pipe flowing full shall be ~~three~~ two feet per second.

(B) The minimum storm drainpipe diameter shall be ~~45~~ 18 inches.

(C) Pipe diameters shall not normally decrease downstream.

(D) Pipe crowns at change in sizes should be set at the same elevation.

~~(7) Vertical curves in the conduit will not be permitted, and horizontal curves will be permitted only with the approval of the town engineer.~~

(8) Inverted crown sections will be permitted only in alleys.

(9) At streets with culverts or bridges, an emergency overflow shall be provided to contain the 100-50-year channel flow ~~within~~ outside the building lines.

(10) Detention ponds may be used to control the increase in runoff between the development and undeveloped areas ~~if approved by the city council.~~

(c) Off-site drainage.

(1) The owner or developer of property to be developed shall be responsible for all storm drainage flowing on his property. This responsibility includes the drainage directed to that property by ultimate development as well as drainage naturally flowing through the property by reason of topography.

(2) Adequate consideration shall be given by the owner in the development of property to determine how the discharge leaving the proposed development will affect adjacent and downstream property.

(3) On lots or tracts of three acres or more where stormwater runoff has been collected or concentrated, ~~it shall not be permitted to drain onto adjacent property except in existing creeks, channels or storm sewers unless proper drainage easements or notarized letters of permission from the affected property owners are provided. If necessary easements or letters of permission cannot be obtained, the city engineer will review the downstream damage potential and make recommendations to the commission and city council it shall not be permitted to be discharged except in a manner consistent with sound engineering practices.~~

(4) ~~The owner/subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements. The developer or subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including necessary off-site channels or storm sewers and acquisition of the required easements, unless the off-site drainage improvements are part of a regional drainage improvement area in which case the developer or subdivider shall pay its proportionate share (based on capacity) of such regional improvements.~~

(5) ~~Where it is anticipated that additional runoff incidental to the development of the subdivision will overload an existing downstream drainage facility, whether natural or manmade, the commission or city council may withhold approval of the subdivision, and the city may refuse to issue building, construction or development permits, until improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc., are made.~~

(6) In areas where downstream pipes or channels are ~~adequate~~ inadequate to handle proposed increased flows, the city as one alternative may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

(d) Drainage easements.

(1) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

(2) When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the city. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.

(3) The owner/subdivider shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the planning and zoning commission or city council.

22. Section 10.02.009 of the Subdivision Regulations is amended in its entirety to read as follows in italics: ~~No permanent structures shall be built within any floodplain at an elevation below the 100-year flood line. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain. All floodplain areas designated as a Zone A on FEMA's most current flood insurance rate maps may be removed from the Property or redefined through the process of a conditional letter of map revision ("CLOMR") or a letter of map revision ("LOMR"). Non-residential permanent structures, amenities, trails, sports fields and park improvements may be placed within floodplain areas without requiring either a CLOMR or a LOMR. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.~~

23. Park restrooms shall be connected to a sanitary sewer system.

24. Section 10.02.012 of the Subdivision Regulations [Reservations] shall not apply.

25. Building setback lines are not required to be shown on a plat.

26. Oversizing of Public Infrastructure to serve land outside of the boundaries of the Property shall not be required. Section 3 of Appendix 1 of the Subdivision Regulations [Street Improvements and Oversizing] shall not apply unless oversizing is funded by the City or a third party.

27. Section 4 of Appendix 1 of the Subdivision Regulations [Off-Site Access Roadways] shall not apply.

28. Section 5 of Appendix 1 of the Subdivision Regulations [Street Lighting] shall not apply.

29. For a residential street, the minimum radii requirements at the centerline of streets is 50 feet, and the maximum design speed is 25 miles per hour.

30. Section 9 of Appendix 1 of the Subdivision Regulations [Drainage and Storm Sewers] controls over any conflicting provisions in the Subdivision Regulations.

31. Section 10, item 4 of Appendix 1 of the Subdivision Regulations is amended to allow fittings to be ductile iron.

32. In the event of a conflict between the requirements of any retail provider of water or wastewater service and the Subdivision Regulations, the retail provider's requirements for Public Infrastructure shall control. Section 13.01.001 of the Subdivision Regulations [Water Treatment Plant Must Be Approved by Water District] shall not apply.

33. Section 10.03.007 of the Subdivision Regulations [Street Arrangement] is amended in its entirety to read as follows: "(a) All streets shall be laid out so that they intersect at right angles with a maximum tolerance of plus or minus ~~five~~ 15 percent. (b) Cul-de-sacs shall not be longer than ~~2,000~~ 1,200 feet from the nearest intersecting street, ~~and shall provide a turnaround having an outside roadway diameter of at least 80 feet in areas zoned SF2 and SF3. Cul-de-sacs shall not be longer than 3,000 feet in areas zoned SF1.~~"

34. A six-inch thickness of concrete pavement on a compacted subbase shall be required for street paving. The concrete must have a 28-day compressive strength of 3,600 pounds per square inch (ppsi). All steel reinforcing shall be deformed No. 3 bars on 18-inch centers both ways. Pavement section shall be designed to support a minimum of a 75,000 pound fire apparatus.

35. In the event of a conflict between the Subdivision Regulations and Chapter 212, Texas Local Government Code, as amended, the latter shall control.

36. The park, open space, amenity center, and trail requirements in **Exhibit D** of this Agreement fully satisfy all open space, parkland dedication, and park improvement requirements for the In-City Property and the Property, and no separate open space, parkland dedication, or park improvement ordinances or other regulations outside of this Agreement shall apply to the Property or the In-City Property.



CITY OF McLENDON-CHISHOLM
PLAT APPLICATION

Application Date: 10/24/2022

Items Submitted. Check all that Apply:

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

General Information:

Addition Name (if platted): TRILOGY Current Zoning: PD

No. of Acres: 753.170 No. of Lots: 1786 Proposed Zoning: PD

General Location of Property: TRILOGY

Proposed Use for Property: SINGLE FAMILY SUBDIVISION

Applicant Name: SAM MOTA

Company: MC TRILOGY TEXAS, LLC

Address: 8200 DOUGLAS AVE., SUITE 300 City, State, Zip: DALLAS, TX 75225

Phone(s): 469-307-8335 Email: SMOTA@HUFFINESCOMMUNITIES.COM

Owner Name: MC TRILOGY TEXAS, LLC

Address: 8200 DOUGLAS AVE., SUITE 300 City, State, Zip: DALLAS, TX 75225

Legal Description of the Property: SEE PLAT

County Parcel ID: PROPERTY ID: 115324 AND 115325

Other Information: _____

Page 1 of 2

Plat Application Revised 01/28/2020

Development Fees

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

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

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

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$ 210,887.60 to cover the cost of this application, and an initial deposit of \$ ----- for consulting fees has been paid to the City of McLendon-Chisholm on this 24TH day of OCTOBER, 2022.

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

Signature of Applicant: MATT ATKINS

City Secretary: Rochelle Green

(Seal)



Page 2 of 2

Plat Application Revised 01/28/2020



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October 24, 2022

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

RE: Trilogy Preliminary Plat

Mr. Hildebrandt,

Submitted herein is the full Preliminary Plat Submittal for Trilogy. The preliminary plat consists of 1,786 single family residential lots and numerous open space lots on two tracts of land. The total acreage is 753.17 Acres and is located within the city limits and Extra-Territorial Jurisdiction of McLendon-Chisholm. The purpose of the preliminary plat is to illustrate the future subdivision of the land into a masterplanned community. The preliminary plat is consistent with the City of McLendon-Chisholm subdivision ordinance, Zoning Ordinance 2021-15, and the Development Agreement, dated October 27, 2021.

We are submitting the Fee in the amount of \$210,810.60 under protest. Texas law requires that fees charged by municipalities be limited to an amount necessary to cover the cost of the service provided by the municipality and provides that fees cannot be charged to generate municipal revenue. In this instance, the Fee appears to be significantly in excess of the cost which will be incurred by the City to review and approve.

Thank you in advance for accepting this preliminary plat and please let me know if you have any questions.

Sincerely,

tnp
teague nall & perkins

Matt Atkins, PE
matkins@tnpinc.com



City of McLendon-Chisholm Staff Report

Date:

December 13, 2022

Agenda Item:

Discuss/Action – Professional Services for the development of the City's Roadway, Water and Wastewater Impact Fees.

Fiscal Impact: \$154,000

Background:

The adoption of three of the four State of Texas-eligible impact fees allows the city to grow and develop in a manner that has growth paying for growth, instead of existing citizens paying and/or infrastructure not keeping up with growth.

One of the main parts of implementation is providing a Capital Facility Plan for each area. This technical plan identifies current and future infrastructure needs, amounts and costs in order to identify the proper impact fee costs of growth.

Provided in your packet is an agreement with Kimley Horn for the completion of the overall process.

This activity is consistent with Comprehensive Master Plan Strategic Priority 1A (3); 3B(5-6) 4A(3) and 4B(2).

Also included in the packet is a proposed COVID Funding Uses (American Rescue Plan Act – ARPA) schedule of projects.

Staff Assigned: Konrad Hildebrandt, City Administrator



November 11, 2022

Konrad Hildebrandt
City of McClendon-Chisolm
1371 West FM 550
McClendon-Chisholm, Texas 75032

Re: Roadway, Water, and Wastewater Impact Fee Professional Services Agreement

Dear Konrad:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of McClendon-Chisolm ("Client") for providing professional services for the development of the City's Roadway, Water, and Wastewater Impact Fees.

Project Understanding

The following scope of services provides the Client with professional services related to the development of Roadway, Water, and Wastewater Impact Fees required by Chapter 395 of the Texas Local Government Code to determine the maximum assessable impact fee per service unit that may be assessed. In addition, Consultant will provide the Client with assistance with the various presentations required during the public hearing and adoption process.

The project is anticipated to include the following components:

1. Project Initiation and Management
2. Land Use Assumptions
3. Roadway Impact Fee Report
4. Water Impact Fee Report
5. Wastewater Impact Fee Report
6. Impact Fee Document and Adoption Process
7. Administration Tools and Implementation Support

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

- 1) **Project Initiation and Management** – Consultant shall complete the following items relating to this task:
 - a) Project Kickoff Meeting.
 - i) Prepare for and attend meeting with City Staff to begin the project.
 - ii) Prepare meeting notes.
 - b) Project Management.
 - i) Develop project communication plan
 - (1) Define contacts in Client's departments and the corresponding contact with Consultant and its Sub-Consultant.
 - ii) Sub-Consultant Coordination

kimley-horn.com

801 Cherry St. Suite 1300 Unit 11, Fort Worth Texas, 76102

817 335 6511

- iii) City Administration Coordination
- iv) Project administration and status reports - Prepare and submit monthly status reports including schedule updates, critical tasks, and Sub-Consultant progress in conjunction with the monthly billing.

2) **Land Use Assumptions** – Consultant shall utilize land use assumptions data associated with the Roadway, Water, and Wastewater Impact Fees, so the Consultant can transform this data in conformance with Chapter 395 of the Local Government Code; completion of this task shall include the following items:

- a) **Data Collection**. Consultant will deliver a letter to the Client describing data that should be provided to Consultant. The scope for data collection is as follows:
 - i) Comprehensive Plan – The Client shall identify and provide the Client's most recent comprehensive plan.
 - ii) The Client shall identify and provide the Consultant the Comprehensive Plan demographic projections.
 - iii) The Client shall provide Consultant residential/non-residential building permit history for the previous ten (10) years.
 - iv) Maps – The Client shall provide Consultant with GIS shapefiles, associated databases, and layer files in ESRI ArcGIS format. All data shall be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
 - (1) Current Zoning Map
 - (2) Future Land Use Plan
 - (3) City Limits and ETJ Map
 - (4) Building Permit (if available)
 - (5) Most recent digital orthophotograph (DOQ) of the City (if available)
- b) **Service Area Boundaries**. Consultant will meet with the Client to review proposed service areas. If changes are required Consultant will revise boundaries and submit to the Client for final review.
- c) **Land Use Assumptions**. Consultant will prepare the land use information (population projections) in a format suitable for use in the impact fee study based on information provided by the Client. The information will be presented in tabular form by service areas as defined by the service area boundaries.
 - (1) Consultant will use the latest available GIS future land use data provided by the Client. For undeveloped areas within the service areas, information from the Client's current zoning ordinance combined with input from Client will be used to determine the appropriate densities.
- d) **Build-Out Land Use Assumptions**. Consultant will develop the build-out demographics (population) within the service areas in tabular format. For each service area, population (persons and number of dwelling units) will be summarized.
- e) **Ten-Year Land Use Assumptions**. Chapter 395 states that impact fees may only be used to pay for items included in the capital improvements plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based upon guidance from the

Client, Consultant will develop the Ten-Year Land Use Assumptions for the 2023 – 2033 planning window.

- (1) Consultant will conduct one (1) meeting with the Client to receive the Client's projections for expected growth rates for land use for each service area. Consultant will review the Client's information and develop the demographic table using population by households to develop 10-year population projections for each service area.
 - f) Land Use Documentation. Consultant will provide both a draft and final Land Use Assumptions to be incorporated as a chapter into the Impact Fee Report. The chapter will include:
 - i) Roadway, Water, and Wastewater service area(s)
 - ii) Historical population data
 - iii) Existing land use and population
 - iv) 10-year land use population
 - v) Exhibits
 - vi) Draft versions of the Land Use Assumptions will be submitted in .pdf format.
 - g) Meetings. Consultant will prepare for and attend two (2) meetings with Client to discuss and review the proposed Land Use Assumptions.
- 3) **Roadway Impact Fee Report** – Consultant will prepare the Roadway impact fee report in conformance with Chapter 395 of the Local Government Code and shall include:
- a) Data Collection. Consultant will coordinate with the Client to obtain the anticipated roadway capital improvements and cost projections to be included in the study that are designed to serve future development of the proposed property.
 - b) Roadway Impact Fee Capital Improvements Plan.
 - i) Consultant will assist the Client to develop a Roadway Impact Fee Capital Improvements Plan (CIP) to incorporate roadway projects designed to serve future development of the proposed property.
 - ii) Consultant will utilize bid tabs from recent nearby construction projects to complete the costing methodology.
 - iii) The Client shall review the Roadway Impact Fee CIP and provide comments. The Consultant shall then review the Roadway Impact Fee CIP to reflect the direction of the Client.
 - c) Maximum Assessable Impact Fee Calculation.
 - i) The Consultant will calculate the additional service units based on the Land Use Assumptions.
 - ii) The Consultant will calculate the Pre-Credit maximum assessable fee based on the Roadway Impact Fee CIP and the service units of growth.
 - iii) A financial analysis for the credit calculation will not be performed. 50% of the pre-credit maximum assessable roadway impact fee calculated in Task 3.c.iii will be utilized to determine the maximum assessable roadway impact fee.

4) **Water Impact Fee Report** – Consultant will prepare the Water impact fee report in conformance with Chapter 395 of the Local Government Code and shall include:

- a) Data Collection. Consultant will coordinate with the Client to obtain the anticipated water capital improvements and cost projections to be included in the study that are designed to serve future development of the proposed property. Consultant will prepare and present a data request memorandum for City staff to collect the following data:
 - i) Water CCN boundary
 - ii) Water usage history – Annual usage and maximum day usage records for the past ten (10) years for verification of current demand by service unit and development of the service unit projection.
 - iii) Water meter data – List of current water meter accounts by meter size.
- b) Water Impact Fee Capital Improvements Plan.
 - i) Consultant will assist the Client to develop a Water Impact Fee Capital Improvements Plan (CIP) to incorporate water projects designed to serve future development of the proposed property. It may include the following infrastructure:
 - (1.) Existing and future transmission lines (12-inch and larger)
 - (2.) Existing and future elevated storage tanks
 - (3.) Existing and future ground storage tanks
 - (4.) Existing and future pump stations
 - (5.) Existing and future treatment facilities
 - (6.) Existing and future supply facilities
 - ii) Consultant will create the costing methodology based on nearby recently completed Water project costs.
 - iii) The Client shall review the Water Impact Fee CIP and provide comments. The Consultant shall then review the Water Impact Fee CIP to reflect the direction of the Client.
- c) Maximum Assessable Impact Fee Calculation.
 - i) The Consultant will calculate the additional service units based on the Land Use Assumptions.
 - ii) The Consultant will determine the Pre-Credit Maximum Assessable Water Impact Fee by meter size.
 - iii) A financial analysis for the credit calculation will not be performed. 50% of the pre-credit maximum assessable water impact fee calculated in Task 4.c.ii will be utilized to determine the maximum assessable water impact fee.
 - iv) The Consultant will develop the Maximum Assessable Water Impact Fee Table by meter size.

5) **Wastewater Impact Fee Report** – Consultant will prepare the Water impact fee report in conformance with Chapter 395 of the Local Government Code and shall include:

- a) Data Collection. Consultant will coordinate with the Client to obtain the anticipated wastewater capital improvements and cost projections to be included in the study that are designed to

serve future development of the proposed property. Consultant will prepare and present a data request memorandum for City staff to collect the following data:

- i) Wastewater CCN boundary
 - ii) Wastewater discharge history – Annual wastewater discharge records for the past ten (10) years for verification of current demand by service unit and development of the service unit projection.
- b) Wastewater Impact Fee Capital Improvements Plan.
- i) Consultant will assist the Client to develop a Wastewater Impact Fee Capital Improvements Plan (CIP) to incorporate wastewater projects designed to serve future development of the proposed property. It may include the following infrastructure:
 - (1.) Existing Trunk Lines that are 12-inch and larger
 - (2.) Future Trunk Lines (12-inch and larger)
 - (3.) Existing and Future Lift Stations
 - (4.) Existing and Future Force Mains
 - (5.) Existing and Future Treatment Facilities
 - ii) Consultant will create the costing methodology based on nearby recently completed Wastewater project costs.
 - iii) The Client shall review the Wastewater Impact Fee CIP and provide comments. The Consultant shall then review the Wastewater Impact Fee CIP to reflect the direction of the Client.
- c) Maximum Assessable Impact Fee Calculation.
- i) The Consultant will calculate the additional service units based on the Land Use Assumptions.
 - ii) The Consultant will determine the Pre-Credit Maximum Assessable Wastewater Impact Fee by meter size.
 - iii) A financial analysis for the credit calculation will not be performed. 50% of the pre-credit maximum assessable wastewater impact fee calculated in Task 5.c.ii will be utilized to determine the maximum assessable wastewater impact fee.
 - iv) The Consultant will develop the Maximum Assessable Wastewater Impact Fee Table by meter size.

6) Roadway, Water, and Wastewater Impact Fee Document and Adoption Process

- a) Documentation. Consultant will provide both a draft and final Roadway, Water, and Wastewater Impact Fee Report. The report will include:
 - i) **Land Use Assumptions**
 - (1) Roadway service area(s)
 - (2) Water service area(s)
 - (3) Wastewater service area(s)
 - ii) **Roadway**
 - (1) Narrative of the impact fee methodology

- (2) Impact Fee Capital Improvement Plan 10-year capacity criterion
 - (3) Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
 - (4) Impact Fee CIP Exhibits
 - (5) Impact fee calculations
 - iii) **Water**
 - (1) Narrative of the impact fee methodology
 - (2) Impact Fee Capital Improvement Plan 10-year capacity criterion
 - (3) Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
 - (4) Impact Fee CIP Exhibits
 - (5) Impact Fee calculations
 - iv) **Wastewater**
 - (1) Narrative of the impact fee methodology
 - (2) Impact Fee Capital Improvement Plan 10-year capacity criterion
 - (3) Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
 - (4) Impact Fee CIP Exhibits
 - (5) Impact Fee calculations
 - v) **Appendix**
 - (1) Costing Methodology and Detailed Calculations
- b) Deliverables
- i) Electronic (.pdf) copy of the Draft Roadway, Water, and Wastewater Impact Fee Report; and
 - ii) Three (3) 8.5" x 11" hard copies of the Draft Roadway, Water, and Wastewater Impact Fee Report
 - iii) Upon final approval of the Roadway, Water, and Wastewater Impact Fee Analysis and new ordinance by the City Council, Consultant will provide Three (3) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Roadway, Water, and Wastewater Impact Fee Report.
- c) Adoption Process
- Consultant will collect information on actual Roadway, Water, and Wastewater impact fees collected for up to six (6) benchmark cities. This information will be provided to the Client in electronic (.xls) tabular format for use in the development of comparison tables.
- At the request of the City, Kimley-Horn will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Roadway, Water, and Wastewater Impact Fee Report to be included in the ordinance.
- It is anticipated that a representative from the Consultant will prepare for and attend each of the following meetings:
- i) One (1) Advisory Committee/Council (CIAC) workshop to present fundamentals of the Impact Fee methodology (Impact Fee 101);

- ii) Two (2) CIAC public hearings on the Roadway, Water, and Wastewater Impact Fees, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees;
- iii) One (1) City Council workshop to present fundamentals of the Impact Fee methodology (Impact Fee 101);
- iv) Two (2) City Council public hearings on the Roadway, Water, and Waster Impact Fees, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees; and
- v) One (1) City Council meeting where it adopts the ordinance and establishes the actual Water, and Wastewater Impact Fees.

7) Administration Tools and Implementation Support

- d) Impact Fee Estimator. The Consultant will create an Impact Fee estimator spreadsheet tool to assist in calculating a development's roadway, water, and wastewater impact fees based on the impact fee rates adopted in Task 6.
- e) Implementation Support. The Consultant will provide implementation support to assist City staff as the ordinance is rolled out. The implementation support is based on 5 hours.

Additional Services

1) Additional Services not included in the existing Scope of Services – Client and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the Client's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- a) Preparation for an attendance at additional public meetings not specifically identified in the Scope of Services.
- b) Furnish additional copies of the review documents in excess of the number of the same identified in the Scope of Services.
- c) Re-analysis or re-calculation to reflect Project scope of changes or policy changes requested by the Client, addressing changes in direction previously approved by the Client, or mandated by changes in government laws.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Tasks 1 through 5 will be completed based on a mutually agreed upon schedule following receipt of a signed copy of this letter agreement, exclusive of Client review time. Tasks 6 through 7 will be completed in a timely manner based upon CIAC and City Council schedules, along with the

requirements of Chapter 395 of the Texas Local Government Code. Additional services, if desired, will be performed in a timely manner upon authorization by the Client.

Fee and Expenses

Kimley-Horn will perform the scope of services for a lump sum fee of **\$154,000**. See below for Task budget breakdowns.

Task 1	Project Initiation and Management	\$	9,500
Task 2	Land Use Assumptions	\$	15,000
Task 3	Roadway Impact Fee Report	\$	40,000
Task 4	Water Impact Fee Report	\$	35,000
Task 5	Wastewater Impact Fee Report	\$	35,000
Task 6	Impact Fee Document and Adoption Process	\$	14,500
Task 7	Administration Tools and Implementation Support	\$	5,000
Total Labor Fee		\$	154,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of McClendon-Chisholm.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Pete Kelly, P.E.
Project Manager

Scott Arnold, P.E.
Senior Vice President

CITY OF MCCLENDON-CHISHOLM
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS REGULATING AMBULANCE SERVICES IN THE CITY; PROHIBITING OPERATION WITHOUT A CONTRACT; PROVIDING FOR RELATED MATTERS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm (the "City"), a Type A General Law City by State law is permitted to establish ordinances to protect the health, safety and general welfare of its residents; and

WHEREAS, the City is a member of the "Rockwall County Emergency Services Corporation" to contract with a provider to provide exclusive emergency ambulance service; and

WHEREAS, the City wishes to establish exclusive use by the ESC contractor for non-emergency ambulance transports because some of the other ESC members are also requiring exclusive use of the ESC contractor for non-emergency ambulance transports in order to protect the health, safety and general welfare of its residents.

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

SECTION 1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. AMENDMENT. Chapter 1, "GENERAL PROVISIONS", Article 1.05 "EMERGENCY MANAGEMENT" is hereby amended to add section 1.05.013, "Ambulance Services" and should read as follows:

“...

ARTICLE 1.05 EMERGENCY MANAGEMENT

...

Section 1.05.013. AMBULANCE SERVICE

Sec. 1.05.013.1. - Definitions.

- **Ambulance.** Any privately or publicly owned motor vehicle that is specially designed, constructed, or modified and equipped; and is intended to be used for and is maintained or operated, for the transportation, on the streets or highways of this state; of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.

- **Emergency Ambulance Services.** The operation of an ambulance for transportation in response to a 9-1-1 call to transport a sick or injured person in an ambulance after the sudden onset of a medical condition manifesting itself by acute symptoms of such severity that the absence of immediate medical attention could reasonably be expected to result in placing the patient's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ.
- **Non-Emergency Ambulance Services.** The operation of an ambulance for any purpose other than providing emergency ambulance services.

Sec. 1.05.013.2. - Contract required.

- A. No person shall operate or cause to be operated a vehicle for emergency ambulance purposes nor furnish, conduct, maintain, advertise or otherwise be engaged in the business or service of the transportation of emergency ambulance patients within the city unless such person is the emergency ambulance service provider currently under contract with the County of Rockwall Emergency Services Corporation to provide emergency ambulance service within the City of McLendon-Chisholm.
- B. No person shall operate or cause to be operated a vehicle for non-emergency ambulance purposes nor furnish, conduct, maintain, advertise or otherwise be engaged in the business or service of the transportation of emergency ambulance patients within the city unless such person is the emergency ambulance service provider currently under contract with the City of McLendon-Chisholm to provide emergency ambulance services within the City of McLendon-Chisholm.
- C. No person shall knowingly solicit ambulance services contrary to the regulations in this article.

Sec. 1.05.013.3. - Applicability.

The provisions of section 1.05.013.2 shall not apply to:

- A. Rendering assistance to patients in the case of a major catastrophe or emergency with which the contractor's ambulances or approved franchises are insufficient or unable to cope with the major catastrophe or emergency;
- B. Transporting a patient picked up outside of the county, traveling through the City to a destination outside of the City.
- D. Transporting a patient picked up outside of the City, traveling through the City to a destination inside the City.

...

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Violation of this ordinance upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense as this ordinance involves fire safety, zoning, or public health and sanitation; and each and every violation shall be deemed to constitute a separate offense.

SECTION 5. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void.

SECTION 6. That this ordinance shall take effect after publication of its caption, as the law in such cases provides.

PASSED AND APPROVED this 13th day of December 2022.

APPROVED:

By: _____
Keith Short, Mayor

ATTEST:

By: _____
Rochelle Green, City Secretary

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ESTABLISHING THE CHIEF OF POLICE AS A MUNICIPAL OFFICER; ESTABLISHING THE MCLENDON-CHISHOLM POLICE DEPARTMENT; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF POLICE OFFICERS; ESTABLISHING A RESERVE POLICE FORCE; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Rockwall and Kaufman County, Texas (the “City”), is a Type A general-law municipality and the City Council of the City of McLendon-Chisholm, Rockwall and Kaufman County, Texas (“City Council”), has the authority to adopt an ordinance, not inconsistent with state law, that the City Council considers proper for the governance of the City pursuant to Texas Local Government Code, Section 51.032; and

WHEREAS, Texas Local Government Code, Section 23.051 and 22.071 permit a governing body of a general law city to establish and authorize other officers and agents of the City as municipal officers of a general law city; and

WHEREAS, Texas Local Government Code, Section 341.001 authorizes a general law city to establish and regulate a municipal police force and provide for the appointment and qualifications, by ordinance, of police officers as deemed necessary; and

WHEREAS, Texas Local Government Code, Section 341.012 authorizes a general law city to establish and regulate a reserve police force and provide for the appointment and qualifications, by ordinance, of reserve police officers as deemed necessary; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its residents to create the municipal office of Chief of Police, establish qualifications for such officer, create a police department as a municipal department, authorize the appointment of police officers, and establish qualifications for such police officers as provided for in this Ordinance.

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

SECTION I.

The above and foregoing recitals to this Ordinance are true and correct, are incorporated herein, and made a part of this Ordinance for all purposes.

SECTION II.

The Office of the Chief of Police of the City of McLendon-Chisholm, Rockwall and Kaufman County, Texas is hereby established as a municipal officer of the City of McLendon-Chisholm,

Rockwall and Kaufman County, Texas.

SECTION III.

The Police Department of the City of McLendon-Chisholm, Rockwall and Kaufman County, Texas is hereby established as a municipal department of the City of McLendon-Chisholm, Rockwall and Kaufman County, Texas.

SECTION IV.

The Police Reserve Force of the City of McLendon-Chisholm, Rockwall and Kaufman County, Texas is hereby established.

SECTION V.

A. Appointment and Qualifications of Chief of Police.

1. Under authority of Texas Local Government Code Chapter 22, subchapter C, the City Council of the City of McLendon-Chisholm, Texas, has established the Chief of Police as a municipal officer.

2. The City Council is hereby authorized to appoint a Chief of Police by majority vote of council persons. The Chief of Police shall such powers and duties as are commonly specified for such an officer in state law or as provided for under City ordinance.

3. The Chief of Police shall not be employed by any business or doing business with the City and shall hold no office with any other governmental unit. This provision shall not be interpreted to prevent the Chief of Police from holding offices in a non-profit or civic organization.

4. The Chief of Police serves at the pleasure of the City Council and may be removed at any time, with or without cause, by a majority vote of the City Council.

5. The members of the McLendon-Chisholm Police Department shall be under the authority, control, and command of the Chief of Police, subject to the federal and state law, and City ordinances and serve at the pleasure of the Chief of Police. The Chief of Police is authorized to establish the positions of Lieutenant, Sergeant, Corporal, as permitted by the City Council, and fill these positions as permitted by the fiscal budget of the City. Any appointment by the Chief of Police is final upon approval of the City Council.

B. Appointment and Qualifications of Police Force.

1. Under authority of Texas Local Government Code, Chapter 22, subchapter C, the City Council of the City of McLendon-Chisholm, Texas, has established a Police Department consisting of a Chief of Police and such other commissioned police officers as the City Council may from time to time deem necessary.

2. A commissioned police officer shall be certified and licensed as a Texas Peace Officer by the State of Texas and shall meet any additional hiring standards as set by the Chief of Police, based on customary standards and practices.

Ordinance No. 2022-16
Approved 12.13.2022

Establishing PD

3. A commissioned police officer shall have all the powers, duties and obligations placed upon them by Texas law, including the authority to make arrests, keep the peace and do and perform each and every act that a peace officer is authorized to do, under the laws of the State of Texas, by City ordinance, the City of McLendon-Chisholm Police Department Policy and Procedure Manual, and any lawful order by the Chief of Police.

4. A commissioned police officer serves at the pleasure of the Chief of Police.

5. A commissioned police officer shall execute a bond if required by the City Council, with such bond conditioned on the officer's faithful performance of his or her duties.

C. Establishment of Reserve Police Force

1. Under authority of Texas Local Government Code, Section 341.012, the City Council has established a Police Reserve Force. The Police Reserve Force may consist of any number of officers appointed by the Chief of Police, provided such officers meet the qualifications as provided for by law.

SECTION VI.

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Glen Rose hereby declares that it would have passed this Ordinance each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION VII.

Effective Date. This Ordinance shall take effect immediately after its passage and publication of the caption as required by law.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, this 13th day of December 2022.

ATTEST:

APPROVED:

Rochelle Green, City Secretary

Keith Short, Mayor



Rockwall County Planning Consortium Report

November 2022

PROJECT STATUS UPDATES

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The most recent version of the consortium report is available on the Rockwall County website:
www.RockwallCountyTexas.com/279/Road-Consortium

| PROJECT FUNDING SUMMARY |

PROJECT	COUNTY	OTHER	TOTAL COST
FM 552	\$6,214,123	\$11,568,107	\$83,697,379
SH 276 East	\$2,011,633	\$13,288,150	\$99,548,902
FM 549	\$1,111,721	\$1,520,352	\$27,405,736
SH 66/Dalrock	\$200,240	\$4,305,736	\$4,505,976
SH 205 Middle	\$2,588,888	\$37,888,318	\$53,797,278
SH 205 South	\$1,636,473	\$15,728,253	\$219,464,726
FM 548	\$141,114	\$15,918,822	\$51,066,298
IH 30/Bass Pro	\$0	\$54,878,661	\$101,797,816
IH 30: Bass Pro to Dalrock	\$0	\$156,054,495	\$156,054,495
IH 30: Dalrock to SH 205	\$0	\$271,726,959	\$271,726,959
IH 30: SH 205 to FM 2462	\$0	\$304,603,781	\$304,603,781
Outer Loop	\$8,555,822	TBD	\$1,032,845,137
FM 3097	\$1,594,678	TBD	\$35,983,194
FM 548	\$3,319,687	TBD	\$69,074,948
FM 551	\$1,664,771	TBD	\$38,870,183
Crenshaw Road	\$4,000,000	\$5,718,268	\$9,718,268
TOTAL	\$33,039,150	\$893,199,902	\$2,560,161,076

CSJ:	1017-01-015	Schematic Approval:	July 31, 2018
Limits:	SH 205 to SH 66	Environmental Clearance:	August 27, 2019
Project Description:	Widen existing 2-lane facility to a 4-lane divided urban roadway	ROW Acquisition Complete:	January 2023
Est. Construction Cost:	\$66,415,149	Utility Relocations Complete:	January 2024
Funding:	\$500,000: CAT 7	100% Plans:	December 2022
Commissioner:	Cliff Sevier, Precinct 1	Ready to Let Date:	January 2024
Firm and Contact:	HNTB, Josiah Belveal	Let Date:	September 2026
TxDOT PM:	Jae Baag	Construction Start:	*

Current Activities:

- **PS&E:** The 95% PS&E plan set was repackaged with updated supporting documents was resubmitted to TxDOT on June 11, 2022. **Awaiting TxDOT review comments, expected in November 2022.**
- **ROW:** There are 82 parcels for acquisition. There are: 2 parcels in appraisal, 5 parcels in ED, and 75 parcels acquired.
- **Utilities:** Status of utilities in conflict:
 - AT&T: **Anticipate submittal of plans for TxDOT review in November 2022.**
 - Atmos: **Anticipate submittal of plans for TxDOT review in November 2022.**
 - Bear Creek: Consultant working on relocation plans.
 - FEC: **Anticipate submittal of preliminary plans by March 2023.**
 - Mt. Zion WSC: No response from Mt. Zion or consultant.
 - NTMWD: Consultant working on relocation plans.
 - Oncor: **Anticipate submittal of plans for TxDOT review in November 2022.**
 - Spectrum: Dependent on Oncor and FEC pole plans for existing aerial cables on existing poles; reviewing plan of action to relocate.
 - Sprint: Relocations underway. Anticipate clearance one to two months after TxDOT is in possession of all ROW.
 - Suddenlink: Dependent on Oncor and FEC pole plans for existing aerial cables on existing poles; reviewing plan of action to relocate.
 - City of Rockwall: Consultant working on relocation plans.
 - Zayo: Reviewing plan of action to relocate. Anticipate clearance one to two months after TxDOT is in possession of all ROW.

CSJ:	1290-03-016; 1290-03-020; 1290-04-011; 1290-05-019	Schematic Approval:	October 31, 2018
Limits:	FM 549 to CR 2472 in Hunt County	Environmental Clearance:	July 31, 2019
Project Description:	Reconstruct and widen roadway from a 2-lane rural highway to a 4-lane urban arterial (6-lane ultimate)	ROW Acquisition Complete:	December 2022
Est. Construction Cost:	\$85,749,119	Utility Relocations Complete:	September 2023
Funding:	\$1,500,000; CAT 7	100% Plans:	December 2022
Commissioner:	Dennis Bailey, Precinct 3	Ready to Let:	September 2023
Firm & Key Contact:	PGAL, Inc., Derron Vincik	Let Date:	*
TxDOT PM:	Ron Wang	Construction Start:	*

Current Activities:

- **PS&E:** Anticipate completion of 100% plans in December 2022.
- **ROW:** There are currently a total of 135 parcels. There are: 1 parcel in ED and 134 parcels acquired.
- **Utilities:**
 - AT&T: Relocation plans being revised. Anticipate approval in December 2022.
 - Atmos: Relocations began on October 18, 2022. Anticipate completion in January 2023.
 - Blackland Water Supply: Relocation plans being revised; anticipate submittal of plans in November 2022.
 - Cash Special Utility District: Relocation plans approved by TxDOT consultant. Utility agreement pending.
 - Enterprise: Working on removal plans of previously abandoned pipeline. Anticipate submittal of clear letter for existing pipelines in November 2022.
 - Farmers Electric Co-Op: Relocation plans underway. Anticipate submittal of plans in December 2022.
 - NTMWD: Anticipate submittal of preliminary plans for TxDOT review in January 2023.
 - Oncor: Relocation plans underway; anticipate submittal of plans in November 2022.
 - OneOk: Relocation plans begin revised based on TxDOT consultant comments. Anticipate approval in December 2022.
 - Peoples Communications: Consultant working on relocation plans. Anticipate submittal of plans in November 2022.
 - City of Rockwall: Working on relocation plans. Have received exception from TxDOT. Anticipate submittal of plans in November 2022.

CSJ:	1015-01-024	Schematic Approval:	March 11, 2019
Limits:	SH 276 to SH 205	Environmental Clearance:	May 30, 2019
Project Description:	Widen existing 2-lane rural facility to a 4-lane urban roadway	ROW Acquisition Completed:	September 2020
Est. Construction Cost:	\$25,273,663	Utility Relocations Complete:	January 2023
Funding:	\$500,000: CAT 7	100% Plans:	March 2023
Commissioner:	Dennis Bailey, Precinct 3	Ready to Let Date:	March 2023
Firm & Key Contact:	Stantec, Jeff Wesanen	Let Date:	August 2026
TxDOT PM:	Dawit Abraham	Construction Start:	*

Current Activities:

- **PS&E:** A 95% comment resolution meeting was held in February 2022. The 95% PS&E resubmittal was sent out on May 9, 2022, for review. Awaiting receipt of comments from Area Office, expected by November 18, 2022.
- **Utility Coordination:** Utilities that are clear: AT&T, Atmos, Blackland WSC, RCH Water Supply, Rockwall, Sprint/T-Mobile, and Zayo.
- Status of utilities in conflict:
 - Atmos: Clear
 - Farmers Electric Cooperative: Anticipate clearance in January 2023.
 - Oncor: Anticipate clearance in December 2022.
 - City of Rockwall: Clear
 - Suddenlink: Anticipate start of relocations after FEC and Oncor are complete. Anticipate clearance in January 2023.

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SH 66 and Dalrock Intersection Improvements

CSJ:	0009-04-072 (Rockwall County) 0009-03-048 (Dallas County)	Schematic Approval:	December 19, 2018
Limits:	At Dalrock Road	Environmental Clearance:	August 1, 2019
Project Description:	Improve existing intersection to urban intersection with additional left-turn and right-turn lanes	ROW Acquisition Complete:	December 2022
Est. Construction Cost:	\$2,939,899	Utility Relocations Complete:	May 2023
Funding:	\$3,200,000 \$2,685,000: CMAQ/STBG \$515,000: Dallas County	100% Plans:	February 2023
Commissioner:	Cliff Sevier, Precinct 1 Lee Gilbert, Precinct 2	Ready to Let Date:	May 2023
Firm & Key Contact:	Rowlett, Thomas Harris Lee Engineering, Kelly Parma	Let Date:	May 2023
TxDOT PM:	Jae Baag	Construction Start:	*

Current Activity:

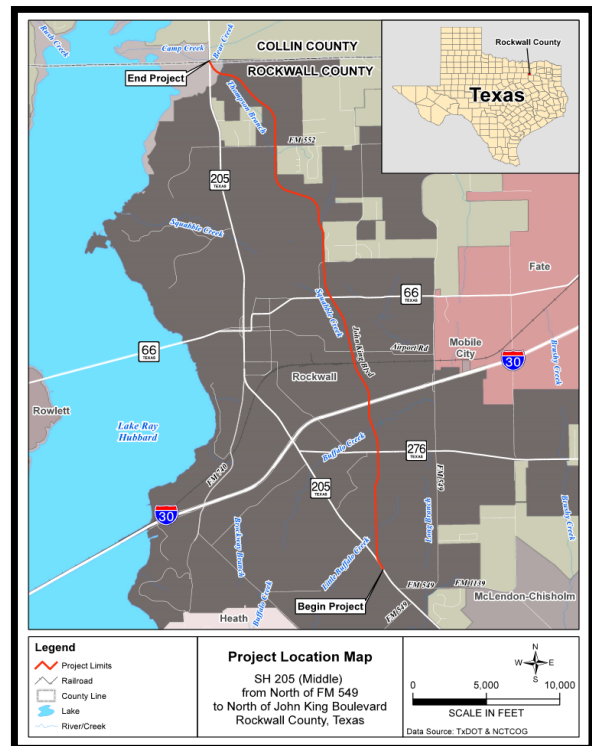
- **PS&E:** The final plans are completed, to be sealed in February 2023, three months prior to let.
- **ROW:** There are 7 parcels for acquisition. There are: 1 parcel in ED and 6 parcels in possession. Hearing for last parcel to be held on December 6, 2022. Anticipate possession by end of December 2022.
- **Utilities:** Utilities that are clear: Atmos.
- Status of utilities in conflict:
 - AT&T: Permit approved. Dependent upon Oncor pole relocation schedule.
 - Charter/Spectrum: Relocation plans approved. Dependent upon Oncor pole relocation schedule.
 - Frontier: Permit approved. Anticipate start of relocations in December 2022 and clearance in April 2023.
 - Oncor: Anticipate start of relocations in November 2022.
 - City of Rowlett: Revising relocation plans; anticipate receipt of plans in November 2022. Anticipate utility agreement in November 2022.

Future SH 205 Middle

CSJ:	0451-05-001; 0451-05-003; 0451-04-025	Schematic Approval:	July 25, 2019
Limits:	From Jct SH 205/John King (S Goliad Street) to north of John King Boulevard (County Line)	Environmental Clearance: Environmental Re-eval:	January 13, 2020 February 22, 2022
Project Description:	Reconstruct 4-lane urban divided	ROW Acquisition Complete:	December 2022
Est. Construction Cost:	\$37,352,577	Utility Relocations Complete:	September 2023
Funding:	\$32,588,327: CAT 2 \$2,000,000: Rockwall County	100% Plans:	September 2023
Firm:	TxDOT	Ready to Let Date:	September 2023
TxDOT PM:	Neal Frisinger	Let Date:	April 2026

Current Activity:

- **PS&E:** SH 205 Middle scope includes construction of the north and south connectors, the railroad underpass, and addition of extra turn lanes.
- Bridge Division has provided Exhibit A comments, and TxDOT is working to address.
- TxDOT is working toward completion of 60% PS&E plan set, expected in July 2023, upon receipt of detailed sheets from Bridge Division.
- The resubmittal of the 30% conceptual Exhibit A for second structural review to Benesch/Union Pacific was made on September 19, 2022. Comments have been received from Benesch/Union Pacific and DGNO.
- **Other:** The North Central Texas Council of Governments has included \$8.8 million in the Transportation Improvement Program to “reimburse” the county for funding the environmental process for the Outer Loop. Rockwall County has indicated to NCTCOG that it would like those funds allocated to SH 205 Middle Section (John King Boulevard).
- **ROW:** There are 14 parcels for acquisition. There are 5 parcels in ED and 9 parcels acquired.
- **Utilities:** Atmos, AT&T, FEC, NTMWD, Oncor, City of Rockwall, TMobile-Sprint, and Zayo are reviewing plans to relocate.

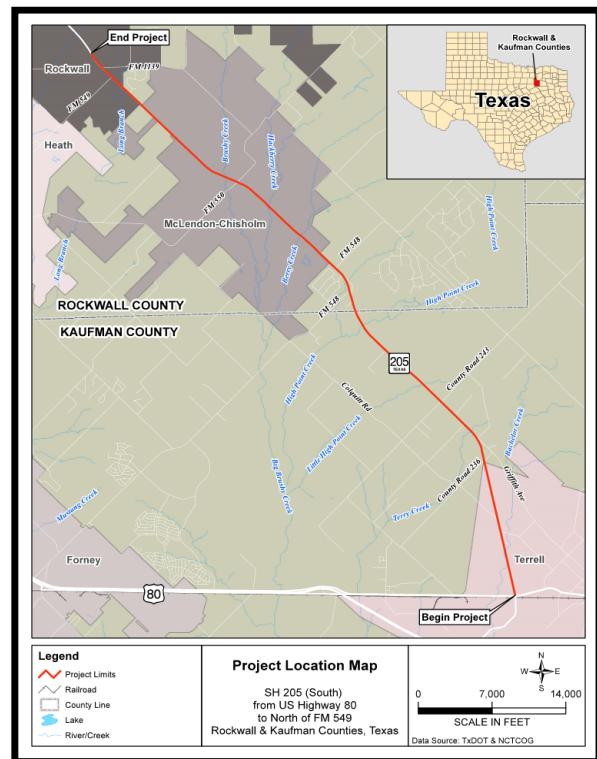


SH 205 South

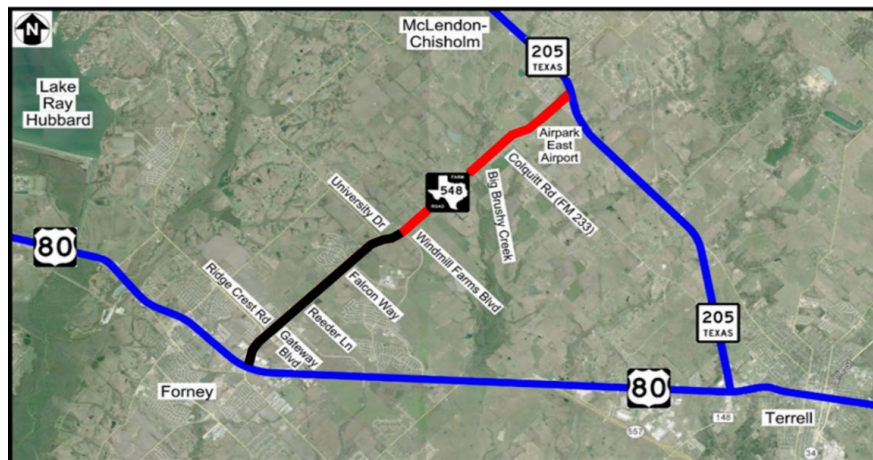
CSJ:	0451-01-053 (Rockwall County) 0451-02-028 (Kaufman County)	Schematic Approval:	July 3, 2018 (-028) May 1, 2019 (-053)
Limits:	From US 80 to north of FM 549	Environmental Clearance: Environmental Re-eval:	April 12, 2019 December 22, 2021
Project Description:	Widen from 2-lane rural to 4-lane urban divided with allowance for ultimate 6 lanes	ROW Acquisition Complete:	November 2022
Est. Construction Cost:	\$202,100,000 -053: \$119,600,000 -028: \$82,500,000	Utility Relocations Complete:	December 2023 (-053) February 2024 (-028)
Funding:	\$1,000,000: CAT 7	100% Plans:	October 2023 (-053) December 2023 (-028)
Firm:	TxDOT	Ready to Let:	December 2023 (-053) February 2024 (-028)
TxDOT PM:	Suja Mathew	Let Date:	*

Current Activity:

- **PS&E:** The 95% plan set for CSJ -053 (Rockwall County segment) was submitted on August 30, 2022, for review. The 95% plan review is complete.
- The 95% plan set for CSJ -028 (Kaufman County segment) is underway.
- **ROW:** There are 97 parcels for acquisition in Rockwall County segment. There are: 1 parcel in ED and 96 parcels in possession. There are 100 parcels for acquisition in Kaufman County segment. There are: 1 parcel in ED, 1 parcel in negotiations, and 98 parcels in possession.
- **Utilities:** Utilities in conflict for CSJ -028: NTMWD, City of Terrell, Dallas Water Utilities, High Point WSC, Oncor Transmission, Oncor, Atmos, Oneok, Enterprise, AT&T, and Sprint.
- Status of -053 utilities in conflict:
 - AT&T: Relocation plans under review at Area Office. **Anticipate plans in November 2022.**
 - Atmos: Relocation plans under review at Area Office. **Anticipate approval of plans in November 2022.**
 - FEC: **Anticipate submittal of relocation plans in December 2022.**
 - High Point WSC: **Anticipate submittal of relocation plans in January 2023.**
 - Kinder Morgan: Test hole data points to Kinder Morgan potentially being clear of project.
 - Oncor: Relocation plans under review at Area Office. **Anticipate approval of plans in November 2022.**
 - RCH WSC: **Consultant working on relocation plans. Timeline not available.**
 - City of Rockwall: **Anticipate submittal of relocation plans in November 2022.**
 - Spectrum: Dependent on Oncor and FEC poles. Reviewing plan of action to relocate.
 - Sprint: **Anticipate submittal of relocation plans in November 2022.**
 - Suddenlink: Dependent on Oncor and FEC poles. Reviewing plan of action to relocate.



CSJ:	2588-02-008 (Rockwall County) 2588-01-017 (Kaufman County)	Schematic Re-Approval:	December 28, 2018
Limits:	From Windmill Farms to SH 205	Environmental Clearance:	July 3, 2019
Project Description:	Widen existing 2-lane, undivided facility to 4-lane (6-lane ultimate) divided facility	ROW Acquisition Completed:	August 2022
Est. Construction Cost:	\$49,655,158 \$8,844,467: Rockwall County \$40,810,691: Kaufman County	Utility Relocations Complete:	October 2024
Funding:	\$14,648,796: CAT 2 \$6,200,000: Rockwall County \$8,448,796: Kaufman County	100% Plans:	June 2023
Commissioner:	Dennis Bailey, Precinct 3	Ready to Let Date:	October 2024
Firm & Key Contact:	Burns & McDonnell, Tony Schmitt	Let Date:	March 2029
TxDOT PM:	Gutema Gebrial	Construction Start:	*



Current Activity:

- **PS&E:** Burns & McDonnell submitted the 60% PS&E plan set for TxDOT review on October 1, 2022. **Awaiting TxDOT review.**
- **Utilities:** Plans Adequate and SUE provided electronically on April 25, 2022. **Anticipate distribution of NORA letters and plans in December 2022.**

IH 30: Bass Pro Interchange

CSJ:	0009-11-248	Schematic Approval:	April 27, 2021
Limits:	At Bass Pro Drive	Environmental Re-eval:	September 19, 2020
Project Description:	Reconstruct interchange	ROW Acquisition Complete:	NA
Est. Construction Cost:	\$48,093,403	Utility Relocations Complete:	December 2023
Funding:	\$54,878,661 CAT 2: \$23,010,908 CAT 4: \$20,000,000 CAT 11: \$11,867,753	100% Plans:	June 2023
Firm & Key Contact:	Bridgefarmer, Azad Shahriar	Ready to Let:	December 2023
TxDOT PM:	Nhan Pham	Let Date:	September 2026



Current Status:

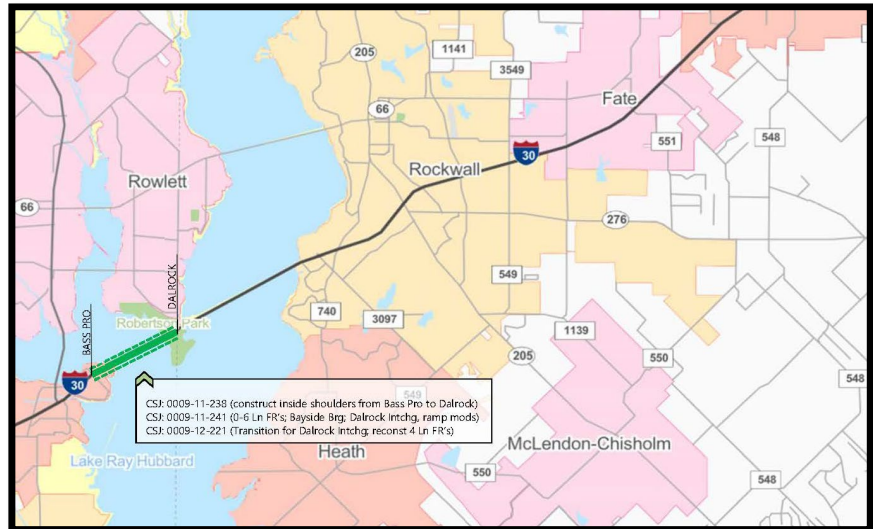
- **PS&E:** The 60% PS&E plan set was submitted to TxDOT. **Awaiting TxDOT review.**
- **Utilities:** Area Office distributed NOPC's to utilities on June 7, 2021. NORA was sent in April 2022.
 - Atmos: Consultant currently developing relocation plans.
 - AT&T: Consultant currently developing relocation plans.
 - Charter/Spectrum: Currently reviewing scope of project and developing relocation plans.
 - Frontier: Facilities within the project limits were previously relocated for IH 30 Bass Pro Drive to Dalrock Road, confirmation pending review.
 - City of Garland: Currently reviewing scope of project and developing relocation plans.
 - Garland Power & Light: Currently reviewing scope of project and developing relocation plans.

IH 30: Bass Pro Drive to Dalrock/Bayside Interchange

CSJ:	0009-11-238; 0009-11-241; 0009-12-221	Schematic Approval:	March 19, 2018
Limits:	From Bass Pro Drive to Dalrock/Bayside Interchange	Environmental Clearance:	-241/-221: September 7, 2018 -238: March 19, 2019
Project Description:	0009-11-238: Widen shoulders from Bass Pro to Dalrock 0009-11-241: Construct 0 to 6-lane frontage roads, Bayside bridge, and ramp modifications; reconstruct Dalrock interchange 0009-12-221: (from Dalrock to east of Dalrock): Reconstruct existing 4-lane frontage roads and ramps	ROW Acquisition Complete:	-241/-221: April 2020 -238: NA
Construction Cost:	\$156,054,495	Utility Relocations Complete:	December 2022
Funding:	\$157,800,000 -238: \$22.4 CAT 12; \$7.8M CAT 2 -241: \$120.6 CAT 4 -221: \$7M CAT 4	100% Plans:	December 31, 2020
Firm & Key Contact:	Bridgefarmer, Azad Shahriar	Let Date:	March 4, 2021
TxDOT PM:	Robert "Wes" Wilemon	Construction Completion:	August 2024

Current Activity:

- **Utilities:** Sapphire Bay Developers, on behalf of City of Rowlett, has contractors on-site installing sewer and waterline across IH 30 near Dalrock Road.
- Utilities that are clear: AT&T, Atmos, Frontier, Garland, and Rowlett.
 - Charter/Spectrum: No conflict with construction. Agreement is being executed for relocations. Relocations begun prior to agreement execution.
 - Oncor: No conflict with construction. Working to remove remaining services as scheduled and transferring to new lines.
- **Construction:** The project was awarded to Sema Construction with a low bid of \$156,054,495.37, at 1.03% over engineer's estimate. There are 1,092 working days and 43 months of barricades. See attached TxDOT construction report.
- **Other:** Link to TxDOT fact sheet: <https://ftp.txdot.gov/pub/txdot-info/dal/i30-expansion-fact-sheet.pdf>.



TxDOT Monthly Project Report

Date of report: November 15, 2022

Report prepared by: Cody Jolley

Control: 0009-11-241, etc.
Limits: Bass Pro to East of Dalrock Road
Project: C 9-11-241, etc.
Highway: IH 30
Contractor: SEMA Construction Inc.

TxDOT Project Engineer: Cody Jolley, P.E.
TxDOT Project Manager: Wes Wilemon
Contractor's Superintendent: Chuck Green

Phone: (972) 962-3617
Phone: (972) 962-3617
Phone: (512) 820-2953

Date Work Began: August 2, 2021

Anticipated Completion Date: August 7, 2024

Current activities: Constructing retaining walls. Embankment/excavation. Installing and extending drainage systems. Constructing concrete substructure and constructing bridge deck on the eastbound frontage road bridge. Constructing concrete substructure and constructing bridge deck on eastbound main lanes. Constructing bridge decks on Dalrock flyover bridge. Excavation on Dalrock underpass at Sapphire Bay Boulevard. Constructing drill shafts on westbound main lanes. Constructing drill shafts and asphalt paving on westbound frontage road.

Narrative description of last month's activities: Constructing retaining walls. Embankment/excavation. Installing and extending drainage systems. Constructing concrete substructure and constructing bridge deck on the eastbound frontage road bridge. Constructing concrete substructure and constructing bridge deck on eastbound main lanes. Constructing concrete substructure and setting girders for Dalrock flyover bridge. Excavation for Dalrock underpass at Sapphire Bay Boulevard. Constructing drill shafts for main lanes. Constructing drill shafts for westbound frontage road.

Narrative description of activities planned for next month: Constructing retaining walls. Embankment/Excavation. Installing and extending drainage systems. Complete construction of concrete substructure, constructing bridge deck, and asphalt/concrete paving on the eastbound frontage road bridge. Constructing concrete substructure and constructing bridge deck on eastbound main lanes. Setting girders, constructing remaining substructure, and constructing bridge deck on Dalrock flyover bridge. Excavation and shoring for Sapphire Bay bridge. Constructing drill shafts and columns/substructure for westbound main lanes. Constructing drill shafts and columns/substructure on westbound frontage road.

Traffic issues: N/A

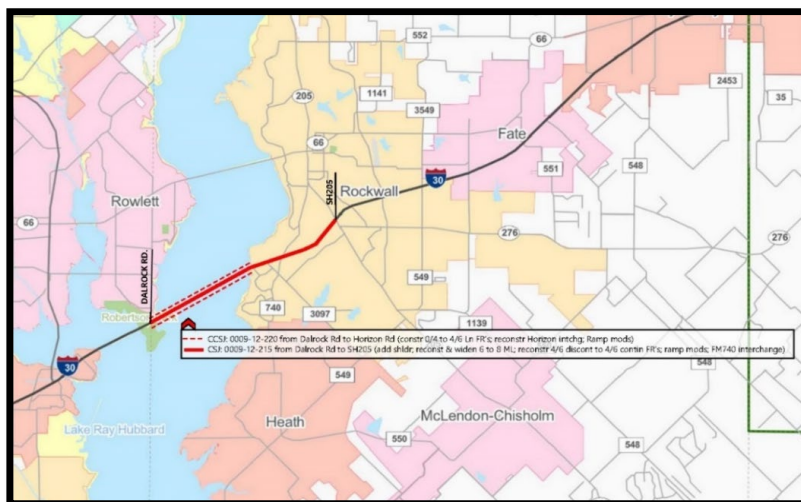
Plans for changes in traffic patterns: N/A

Item(s) of work currently controlling project completion: None

Other items of significance: None

IH 30: Dalrock Road to SH 205

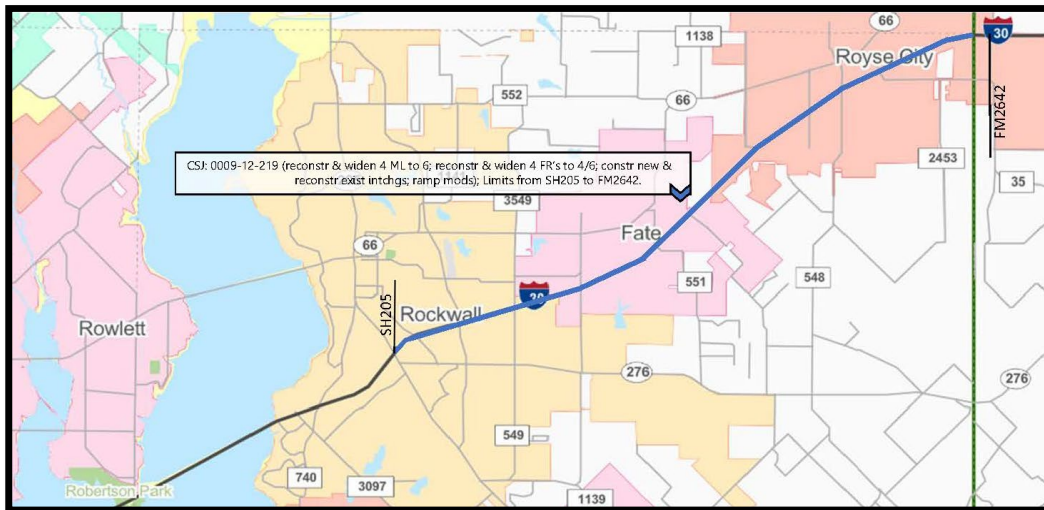
CSJ:	0009-12-215; 0009-12-220	Schematic Approval:	March 19, 2018
Limits:	From Dalrock Road to SH 205	Environmental Clearance:	March 19, 2019
Project Description:	0009-12-215 (from Dalrock to SH 205): Reconstruct and widen 6 to 8 main lanes; between FM 740 and SH 205, reconstruct 4-lane frontage road to 4/6 lanes 0009-12-220 (from Dalrock to Horizon): Construct 0-6 lane frontage roads; reconstruction Horizon interchange; ramp modifications	ROW Acquisition Completed:	October 2020
Construction Cost:	\$334,362,588	Utility Relocations Complete:	January 2023
Funding:	\$271,726,959 -215: \$55.2M CAT 2; \$38.1M CAT 12 -220: \$32M CAT 4; \$146.4M CAT 12	100% Plans:	April 29, 2022
Firm & Key Contact:	0009-12-215: Jacobs, Spenta Irani 0009-12-220: Bridgefarmer, Azad Shahriar	Let Date:	October 7, 2022
TxDOT PM:	Jae Baag	Construction Start:	*

**Current Activity:**

- Utilities:** Utilities that are clear: Charter Spectrum, NTMWD, Oncor, Verizon, and Zayo.
 - AT&T: On site relocating. Anticipate clearance in January 2023.
 - Atmos: On site relocating. Anticipate clearance in December 2022.
 - City of Rockwall: On site relocating. Anticipate clearance by end of November 2022.
- Construction:** Project let on October 7, 2022. The low bidder is Williams Brothers with a low bid of \$334,362,587.69, at 0.45% above engineer's estimate. There are 1,404 working days and 54 months of barricades. Project has been awarded. Awaiting scheduling of pre-construction meeting.
- Other:** Link to TxDOT fact sheet: <https://ftp.txdot.gov/pub/txdot-info/dal/i30-expansion-fact-sheet.pdf>.

IH 30: SH 205 to FM 2642/Hunt County Line

CSJ:	0009-12-219	Schematic Approval:	March 19, 2018
		Environmental Re-evaluation:	July 13, 2020
Total Project Limits:	From SH 205 to west of FM 2642/Hunt County Line	Environmental Clearance:	March 19, 2019
Project Description:	Reconstruct and widen main lanes from 4 to 6 lanes; reconstruct and widen 4-lane frontage roads to 4/6; construct new interchange at Payne/Rochelle and grade separation at Outer Loop; ramp modifications	ROW Acquisition Completed:	May 2021
Construction Cost:	\$510,166,222	Utility Relocations Complete:	February 2023
Funding:	\$304,603,781 \$76.7M CAT 2; \$50M CAT 5; \$177.8M CAT 12	100% Plans:	October 2022
Firm & Key Contact:	Jacobs, Spenta Irani	Let Date:	November 2, 2022
TxDOT PM:	Ron Wang	Construction Start:	*

**Current Activity:**

- **Utilities:** Utilities that are clear: Blackland WSC, Enterprise, City of Fate, Kinder Morgan, NTMWD, People's Communication, and Verizon.
 - AT&T: Utility agreement approved. Anticipate clearance in January 2023.
 - Atmos: Utility agreement approved. Anticipate clearance in December 2022.
 - Farmers Electric Co-Op: Utility agreement executed. Anticipate clearance in December 2022.
 - City of Fate: Clear
 - Oncor: Anticipate clearance in November 2022.
 - People's Communication: Clear
 - City of Rockwall: Substantially complete; clean-up remains. Anticipate clearance in November 2022.
 - Royse City: On site relocating. Anticipate clearance in February 2023.
 - Zayo: Currently on site relocating. Anticipate clearance in November 2022.

- **Other:** See link to TxDOT fact sheet: <https://ftp.txdot.gov/pub/txdot-info/dal/i30-expansion-fact-sheet.pdf>.
- **Construction:** The project let for construction on November 2, 2022. The apparent low bidder was Austin Bridge & Road Services, LP with a low bid of \$510,166,222 at 23.32% above engineer's estimate. There are 46 months of barricades and 1,188 working days.

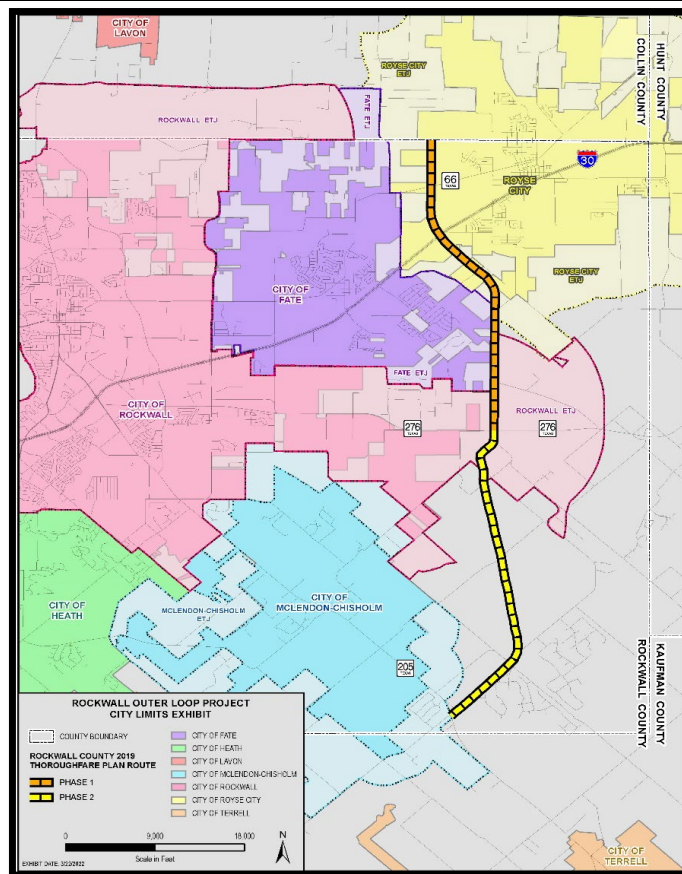
2021

Outer Loop

CSJ:	*	Schematic Approval:	June 2025
Limits:	From FM 1138 in Collin County to SH 205	Environmental Clearance:	December 2025
Project Description:	6-lane freeway with continuous 2/3-lane frontage roads	ROW Acquisition Complete:	*
Est. Construction Cost:	\$1,024,289,315	Utility Relocations Complete:	*
Funding:	*	100% Plans:	*
Firm & Key Contact:	Halff Associates, Matt Craig	Ready to Let Date:	*
TxDOT PM:	Liang Ding	Let Date:	*

Current Activity:

- **Design:** Halff continued alignment alternative development.
- Halff continued stakeholder coordination. Property owner meetings on October 19 and October 24, 2022.
- Ongoing agency coordination with NCTCOG and TxDOT.
- Halff continued Level D SUE efforts.
- Halff is working on website content development.
- **Environmental:** Project will require an Environmental Impact Statement.
- **Public Meeting** is scheduled for November 15, 2022, at Royse City ISD Bobby Summers Middle School.



2021

FM 3097 (Horizon Road)

CSJ:	*	Schematic Approval:	March 2024
Limits:	From Tubbs Road to FM 549	Environmental Clearance:	November 2024
Project Description:	Widen from 2-lane to 6-lane divided	ROW Acquisition Complete:	*
Est. Construction Cost:	\$34,388,516	Utility Relocations Complete:	*
Funding:	*	100% Plans:	*
Firm & Key Contact:	LTRA, Tyler Martin	Ready to Let Date:	*
TxDOT PM:	Kibru Andargie	Let Date:	*

Current Activities:

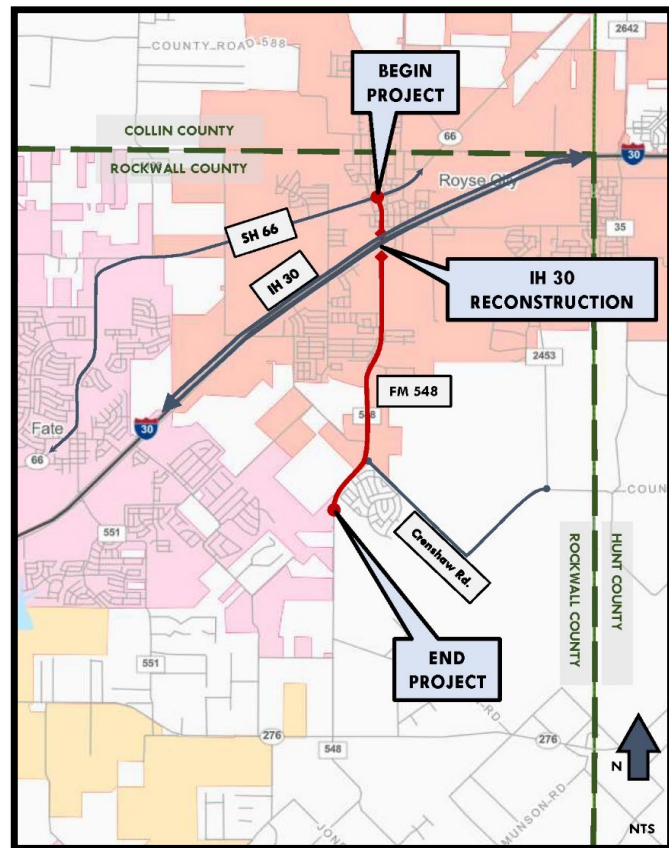
- **Design:** Kick-off meeting held on September 15, 2022.
- Preliminary ASED developed and CSJ requested.
- Traffic counts to be taken.
- Level B SUE data collection to begin in November.
- LTRA received existing survey control data for the project area from TxDOT. Aerial flight was conducted. Data processing for aerial topography underway.



CSJ:	*	Schematic Approval:	January 2025
Limits:	From SH 66 to south of Crenshaw Road	Environmental Clearance:	May 2025
Project Description:	Widen 2-lane rural to 4- to 6-lane urban	ROW Acquisition Complete:	*
Est. Construction Cost:	\$65,755,261	Utility Relocations Complete:	*
Funding:	*	100% Plans:	*
Firm & Key Contact:	TNP, Daniel McCullough	Ready to Let Date:	*
TxDOT PM:	Nelson Underwood	Let Date:	*

Current Activities:

- **Design:** TNP is coordinating right-of-entry.
- Survey efforts are underway.
- Preliminary ASED developed and CSJ requested.
- Topo is underway.
- Coordination meeting with Royse City, TxDOT, TNP, and ITS held on November 14, 2022, to discuss project approach and impacts, as well as number of lanes and ROW impacts from proposed typical section.
- Coordination meeting with Rockwall County, Outer Loop team, TxDOT, TNP, and ITS held on November 14, 2022, to coordinate approach between projects and Outer Loop traffic projections approach.
- TNP is developing alternative at FM 548/Crenshaw Road.
- TNP is developing base maps.



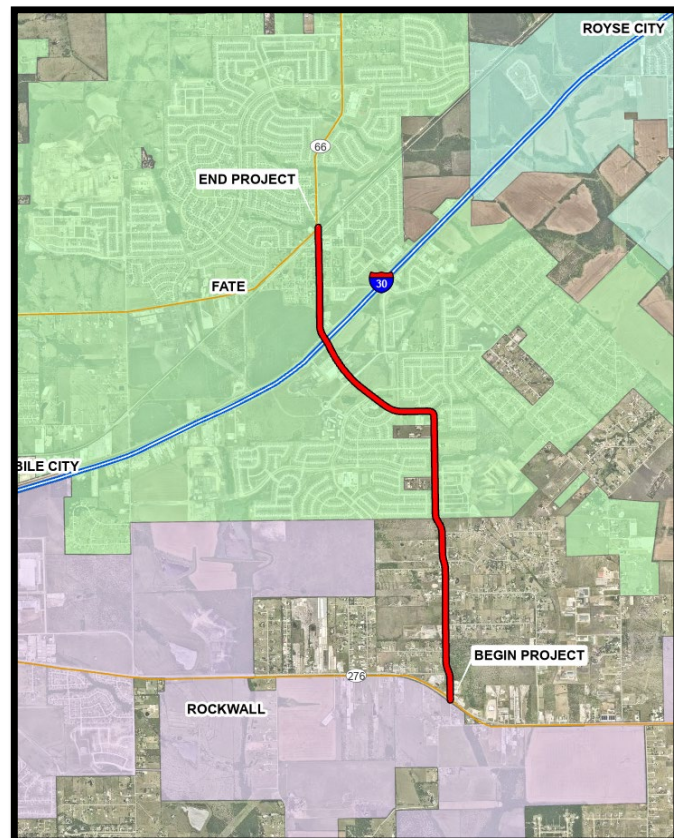
2021

FM 551

CSJ:	*	Schematic Approval:	June 2024
Limits:	From SH 66 to SH 276	Environmental Clearance:	August 2024
Project Description:	Widen 2-lane rural to 3- to 4-lane undivided, divided minor collector/arterial	ROW Acquisition Complete:	*
Est. Construction Cost:	\$37,205,412	Utility Relocations Complete:	*
Funding:	*	100% Plans:	*
Firm & Key Contact:	BGE, Mike Zieminski	Ready to Let Date:	*
TxDOT PM:	Kibru Andargie	Let Date:	*

Current Activities:

- **Design:** Project kick-off meeting held on September 7, 2022.
- BGE is developing constraints map and gathering data regarding historical markers.
- BGE continues developing design criteria and typical sections.
- Field work for existing traffic counts completed.
- BGE to meet with City of Fate on November 23, 2022.



2021

Crenshaw Road

CSJ:	NA	Schematic Approval:	*
Limits:	From south of Huffines Boulevard to FM 2453	Environmental Clearance:	*
Project Description:	Widen from a 2-lane rural to a 4-lane divided urban roadway	ROW Acquisition Complete:	*
Est. Construction Cost:	\$5,718,268	Utility Relocations Complete:	*
Funding:	Rockwall County and Royse City ISD	100% Plans:	*
Firm & Key Contact:	Royse City, Lacey Rodgers	Ready to Let Date:	*
TxDOT PM:	NA	Let Date:	*

Current Activities:

- **Design:** Commissioners court approved Professional Services Agreement with EST on September 29, 2022.
- Project kick-off meeting held with sub-consultants on October 4, 2022.
- EST survey control set on October 10, 2022.
- Right-of-entry letters mailed to property owners on October 14, 2022. To date, signed approval from 8 property owners has been received, including one with a request for delayed property access.
- EST is approximately 25% complete with topo survey.

2021 Bond Program

- Discussion of issuance schedule for 2021 Bond Program.

Regional Transportation Council Updates

Current Activity:

- There are no items to discuss from the November 2022 RTC meeting.

Glossary of Acronyms

- AADT – Annual Average Daily Traffic
- AFA – Advanced Funding Agreement
- ARPA – Archeological Resources Protection Act
- ASER – Annual Scope & Estimate Documentation
- CE – Categorical Exclusion (environmental clearance process for projects that do not involve significant environmental impacts)
- CSJ – (TxDOT's) Control Section Job Number
- EA – Environmental Assessment
- ED – Eminent Domain
- EIS – Environmental Impact Statement
- FONSI – Finding of No Significant Impact
- IAJR – Interstate Access Justification Request
- ICA – Interlocal Cooperative Agreement
- Letting – Official date TxDOT receives and opens bids for project
- MAPO – Meeting with Affected Property Owners
- MPO – Metropolitan Planning Organization
- MTP – Metropolitan Transportation Plan
- NCTCOG – North Central Texas Council of Governments
- NEPA – National Environmental Policy Act
- NOPC – Notice of Proposed Construction
- NORA – Notice of Required Accommodation
- NTTA – North Texas Toll Authority
- PS&E – Plans Specifications and Estimate
- ROW – Right-of-Way
- RTC – Regional Transportation Council
- RTL – Ready to Let (date project is clear for construction but lacks funding for actual let)
- RTR – Regional Toll Revenue (funds resulting from certain toll/managed lane projects in DFW region)
- STBG – Surface Transportation Block Grant
- STIP – Statewide Transportation Improvement Program
- SUE – Subsurface Utility Engineering
- SW3P – Storm Water Pollution Prevention Plan
- TPP – Transportation Planning and Programming
- TPWD – Texas Parks & Wildlife Department
- TTC – Texas Transportation Commission
- TxDOT – Texas Department of Transportation
- UIR – Utility Installation Request
- UTP – Unified Transportation Program
- VE – Value Engineering