



THE CITY OF CHANDLER CITY COUNCIL WILL MEET FOR A REGULAR SCHEDULED MEETING **TUESDAY, AUGUST 11, 2015** IN THE CITY HALL OF CHANDLER, TEXAS AT **6 P.M.**

AGENDA

- A. CALL TO ORDER
- B. PLEDGE TO THE FLAG
- C. INVOCATION
- D. ROLL CALL AND ANNOUNCE IF A QUORUM IS PRESENT
- E. AGENDA CHANGES

VISITORS/CITIZENS FORUM: At this time, any person (Limited to the first five to sign up, each will be allowed 3 minutes) with business before the Council not scheduled on the agenda may speak to the council. **No formal action may be taken on these items.**

- F. **REGULAR SESSION:** Subjects to be discussed or upon which any formal action may be taken are as follows:
 - 1. Consider and act on the Chandler Economic Development Corporations annual budget.
 - 2. Consider and act on BMC Agreement.
 - 3. Consider and act on setting the **proposed** tax rate, take a record vote, and setting of public hearings.
 - 4. Consider and act on appointing Mayor Pro Tem for the fiscal year of 2015/2016.
 - 5. Consider and act on Engagement Letter from Gollob Morgan Peddy for the September 30, 2015 year end audit.
 - 6. Consider and act on curb side limb chipping policy.
 - 7. Consider and act on Finance Package for CopSync/STW.
 - 8. Consider and act on Finance Package for HD Waterworks.
 - 9. Consent Agenda: All matters listed under "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
 - a. Minutes as written for Regular Council Meeting of July 14, 2015
 - b. Minutes as written for Special Council Meeting of July 21, 2015
 - c. Minutes as written for Special Council Meeting of July 27, 2015
 - d. July Financial Report
 - e. July Police Report
 - f. Monthly Library Statistics
 - g. Monthly Museum Statistics
 - h. Budget Watch

G. Adjournment of Meeting

In compliance with the Americans with Disabilities Act, the City of Chandler will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Shirley Parmer, City Secretary, at 903 849-6853.

CERTIFICATION

I certify that a copy of the August 11, 2015, agenda of items to be considered by the Chandler City Council was posted on the City Hall bulletin board on August 6, 2015.

Shirley Parmer, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 20____.

Title: _____



PUBLIC NOTICE

THE CHANDLER AREA ECONOMIC DEVELOPMENT CORP. WILL CONDUCT A PUBLIC HEARING TO REVIEW THE FOLLOWING ALLOCATION:

Annual 2015/2016 Operating Budget. Total Allocation will be \$104,700.00

THE PUBLIC HEARING WILL BE HELD AS FOLLOWS:

DATE: August 11, 2015

TIME: 5:30P.M.

PLACE: CHANDLER CITY HALL

ADDRESS: 811 HWY 31 EAST

I, the undersigned authority, do, hereby, certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Chandler, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the following date and time:

July 31, 2015 at 11:00am and remained so posted at least 2 hours before said meeting was convened.

Shirley Parmer, Board Secretary

Expense

**City of Chandler Economic Development
2014-2015**

8-5-15

EXPENSE	2014-2015 Budget	%	Monthly	YTD	Difference	2015/2016	Notes
09-5012 Salaries	\$44,400.00	65.09%		\$28,900.00	(\$15,500.00)	\$44,400.00	
09-5015A Office Expense	\$1,800.00	9.08%		\$163.50	(\$1,636.50)	\$1,800.00	
09-5020A Membership Fees/Subscri	\$1,500.00	30.00%		\$450.00	(\$1,050.00)	\$1,500.00	
09-5031A EDC Risk Pool Insurance	\$200.00	0.00%		\$0.00	(\$200.00)	\$200.00	
09-5055A Training/Travel Expense	\$3,500.00	25.03%		\$876.04	(\$2,623.96)	\$3,500.00	
09-5094A Admin/Management Exp.	\$4,300.00	100.00%		\$4,300.00	\$0.00	\$4,300.00	
09-5140A Speaker/Presentation Exp	\$500.00	0.00%		\$0.00	(\$500.00)	\$500.00	
09-5141A Web Page/Hosting	\$12,000.00	33.33%		\$4,000.00	(\$8,000.00)	\$12,000.00	
09-5143A Adv/Marketing Promotion	\$16,000.00	36.09%		\$5,774.22	(\$10,225.78)	\$25,000.00	
09-5144A Conference Expense	\$1,500.00	0.00%		\$0.00	(\$1,500.00)	\$1,500.00	
09-5148A Bus. Development Exp.	\$10,000.00	54.71%		\$5,470.96	(\$4,529.04)	\$10,000.00	
				\$0.00	(\$45,765.28)		
TOTAL EXPENSE	\$95,700.00	52.18%		\$49,934.72	(\$45,765.28)	\$104,700.00	

PROJECTS

Funds allocated to Park Pavilion	\$143,500.00		0.00	\$143,500.00	\$143,500.00	
Funds allocated to Park Pavilion	\$55,103.00		0.00	\$55,103.00	\$55,103.00	
Funds allocated to Benches/Drive	\$27,500.00		0.00	\$27,500.00	\$24,699.10	
TOTAL ALLOCATIONS	\$226,103.00		0.00	\$226,103.00	\$226,103.00	

REVENUE

4139A EDC Interest					\$33.09	
4143A EDC Project Acct. Interest					\$438.90	
1/2 Cent Sales Tax Income					\$147,979.70	
TOTAL REVENUE					\$148,451.69	

Available as of 7-21-15

\$275,748.45

EDC BAL \$89,010.74
EDC Project Acct. BAL \$232,502.99

LEASE AGREEMENT

**CITY OF CHANDLER, TEXAS
(LANDLORD)**

AND

**BMC YOUTH BASEBALL AND SOFTBALL LEAGUE
(TENANT)**

LANDLORD: City of Chandler, Texas, a general law municipality

LANDLORD'S ADDRESS: City of Chandler
811 Highway 31 East
Chandler, Texas 75758

TENANT: BMC Youth Baseball And Softball League,
a Texas nonprofit corporation

TENANT'S ADDRESS: BMC Youth Baseball And Softball League
P. O. Box 1795
Chandler, TX 75758

LEASED PROPERTY DESCRIPTION: Five (5) baseball/softball fields and adjacent parking, at Winchester Park located on Highway 315, Chandler, Texas, 3/4 miles south of Highway 31 (the "Leased Premises" or "Premises"). However, when charging for parking during a tournament accommodations must be made for free parking for park patrons not attending the baseball tournaments,

INITIAL TERM: September 1, 2015 to November 12, 2015 unless otherwise terminated or extended in accordance with the terms and conditions set forth in this Lease Agreement.

COMMENCEMENT DATE: September 1, 2015

TERMINATION DATE: November 12, 2015

BASE RENT:

To help offset a portion of the expenses of electricity and maintenance for the Spring season of any applicable year Tenant shall pay Landlord \$75.00 per league team and \$50.00 for each non-league team, which use Chandler/Winchester Park as their home fields, on or before May 1st of each year. For the Fall season Tenant shall pay Landlord \$50.00 per team each year on or before October 1st of each year.

SECURITY DEPOSIT: \$0.

PERMITTED USE OF LEASED PREMISES:

Tenant shall have the right to use and occupy the Leased Premises subject of this Lease during the youth Fall and Spring baseball/softball seasons. The "Fall Season" is September 1st to November 12th. The Spring season is April 1st to 5 days after the last regular season league game or the day after the end of State or District tournament held in Chandler. . Tenant agrees that the Leased Premises will not be used prior to 12:00 PM. the second weekend of October (Pow Wow). When the Leased Premises is not scheduled for games by Tenant, Landlord may use, lease, or sublease the Leased Premises as it desires.

INDEPENDENT TOURNAMENTS:

The City of Chandler Parks Board or Landlord will have first right to act as organizer of any Select/Elite or independent tournaments. Scheduling and operations of such tournaments will be at the sole discretion of the Landlord and Tenant will not have any rights to such tournaments. Landlord or the City of Chandler Parks Board may schedule up to three weekends during the Fall Season and three weekends during the Spring Season for special events or tournaments if dates are identified to Tenant 60 days prior to the start of a lease period **Except for the dates for the 2015 Fall season which were provided prior to this agreement.**

LEASED PREMISES INSURANCE:

(a) **LANDLORD** shall, at its own expense, during the term of this Lease keep all buildings and improvements on the Leased Premises insured or self-insured against loss or damage by fire or theft, with extended coverage at a price not less than eighty percent (80%) of the fair market value of the Leased Premises to be insured per year, to include direct loss by windstorm, hail, explosion, riot or riot attending a strike, civil commotion, aircraft, vehicles and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements.

(b) **TENANT** will be solely responsible for securing insurance at its own expense for the Personal Property contained on the Leased Premises

INSURANCE:

Landlord hereby advises Tenant that it should at all times during the Term, at Tenant's sole expense, maintain one or more policies of insurance with "all risk" coverage insuring all Tenant's alterations, additions and improvements in or on the Premises, together with all furniture, equipment and other personal property owned or leased by Tenant and located in the Premises. Tenant hereby acknowledges and agrees that Landlord has no liability or responsibility whatsoever for the repair or replacement of any of Tenant's alterations, additions and improvements in or on the Premises that have not been accepted by the Landlord as belonging to the Landlord. Tenant hereby acknowledges and agrees that Landlord also has no liability or responsibility whatsoever for the repair or replacement of any furniture, equipment and other personal property owned or leased by Tenant and located in the Premises in the event of any fire or other casualty on the Premises or otherwise.

Tenant will, at all times during the Term, at Tenant's sole expense, maintain a policy of comprehensive general liability coverage with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage insuring against all liability of Tenant and its agents, employees, contractors, invitees and visitors arising out of or in connection with their use or occupancy of the Premises or any part thereof.

All insurance required to be provided by Tenant under this Lease will (i) be issued by an insurance company authorized to do business in Texas, (ii) be primary and non-contributing with any insurance carried by Landlord, and (iii) contain an endorsement requiring at least thirty (30) days' prior written notice of cancellation to Landlord before cancellation or change in coverage, scope or limit of any policy. Tenant will deliver a certificate of insurance or a copy of the policy to landlord within thirty (30) days after the execution of the Lease and will provide evidence of renewed insurance coverage at the earlier to occur of (a) each anniversary of the Commencement Date or (ii) the expiration of the currently-effective insurance policy.

A. DEFINITIONS

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Essential Services" means utility connections reasonably necessary for use of the Premises for the Permitted Use.

A.3. "Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.4. "Lienholder" means the holder of a deed of trust, if any, covering the Premises.

A.5. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

CLAUSES AND COVENANTS

B. TENANT'S OBLIGATIONS

***B1.* Tenant agrees to:**

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (a) all laws relating to Tenant's use, maintenance of the condition, and

occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

B.1.d. Pay monthly, on or before October 1st (for the Fall Season) and on or before May 1st (for the Spring Season), the Base Rent to Landlord at Landlord's Address.

B.1.e. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

B.1.f. Intentionally left blank.

B.1.g. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises.

B.1.h. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear expected.

B.1.i. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.j. Intentionally left blank.

B.1.k. Tenant shall:

- (i) Drag the fields (prior to and during league play which shall be done after pulling the bases);
- (ii) Chalk the fields (prior to and during league play. Field chalk responsibility of Tenant.);
- (iii) Game preparation of the fields;
- (iv) any other maintenance that Tenant desires to be performed shall only be done with prior written consent of the City of Chandler Public Works Director, and if such consent is obtained, will be done on a voluntary basis; and
- (v) Tenant may use Landlord's field equipment but shall be responsible for any damages outside of normal wear and tear. Tenant may use its own field equipment to supplement Landlord's if so desired.

B.1.l. Vacate the Premises on the last day of the Term.

B.1.m. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH**

- (i) **IS INDEPENDENT OF TENANT'S INSURANCE;**
- (ii) **WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE**

STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS;

- (iii) WILL SURVIVE THE END OF THE TERM; AND**
- (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**

*B.1.n. **Maintenance*** Tenant shall repair at the expense of Tenant any damage to the Leased Premises caused directly or indirectly by the acts or omissions of the Tenant or any other person therein or thereon by the consent, invitation, or sufferance of the Tenant. Repairs shall be completed by a reasonable date of completion, which will be set by the City Administrator.

*B.1.o. **Sponsor Signage***: Tenant has the right to sell annual 4x8 sponsor signs and in exchange for that right the Landlord will receive annually \$25.00 per sign sold. Since any existing signs have to be resold each year this includes existing sponsor signs. Signs must be 4 x 8 and be a firm weather resistant material (no banner materials. Payments are due one week prior to the end of the lease period.

*B.1.p. **Non-Profit***: Tenant shall conform to all the State and Federal rules and laws associated with non-profit status and will provide Landlord upon execution of this Lease and annually on the Commencement Anniversary Date, proof of such status.

*B.1.q. **Field Issues***: Tenant shall:

- (i) Help maintain the grounds, parking areas and playing area litter free of paper and debris accruing from its members' activities;
- (ii) Abide by the decision of the City of Chandler as to playability of the fields and any resulting decision to close fields; and
- (iii) Restrict any member or any other person from adding material to the playing fields, performing any maintenance on the fields or altering the fields in any way.

*B.1.r. **Concessions***: Tenant shall not interfere in the concession, concession equipment, and concession labor. The Landlord has the right to operate the concession as it sees fit including the right to lease out the concessions to a 3rd party vendor. No outside food is permitted during any organized league play or tournaments. Ice from the tenant's ice machine located in the tenant's storage area at the small concession stand will be used for all Tenant ice needs. Water will be provided to umpires. Ice bags will be provided for injuries at all open concession stands located on the Leased Premises. Coaches will be responsible for providing water and ice for players during practices. Hours of operation shall be posted on the outside of the concession stands.

*B.1.s. **Tournaments***: BMC Pre-season Tournaments will be scheduled by Tenant and all

proceeds of such tournament will benefit the Tenant (excluding concessions). All other tournament scheduling shall be the responsibility of Parks Board and the Landlord. The Landlord will work with the Chandler Chamber of Commerce in scheduling tournament events due to the fact the Chandler Chamber of Commerce will be responsible for operating concessions at those events. The Chandler Chamber of Commerce shall receive all concession revenues and pay all concession expenses associated with tournament activities, in accordance with a separate agreement between Landlord and the Chandler Chamber of Commerce. The Parks Board and the Landlord will enter into all agreements relating to tournament activities with the tournament organization. If any Tenant equipment is needed for a non-Tenant sponsored tournament, the Landlord will receive pre-approval for use from Tenant and will be responsible for any damage or loss of such equipment.

B.1.t. Intentionally left blank.

*B.1.u. **Severe Weather:*** The Landlord cooperates with the Chandler Fire Department and Chandler Police Department on issues of severe weather. If severe weather is approaching, the City of Chandler shall have authority to call games/practices and evacuate the Leased Premises in an expeditious manner. It will be the Tenant's responsibility to clear the fields if the lightning detector identifies any lightning in the area.

*B.1.v. **Field Playability:*** Landlord will work with the Tenant and tournament directors when making decisions on field conditions and the playability of fields at the Leased Premises. Fields will be closed if Landlord determines that they are too wet for play, or if other issues arise that would compromise patron safety. If damage to the field shall result from the usage after they have been deemed closed (designated by a lock on the field gates), the organization responsible for the damage shall be solely accountable for the repair of the field.

B2. Tenant agrees not to:

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Permit any littering.

B.2.d. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

B.2.e. Change Landlord's lock system.

B.2.f. Alter the Premises.

B.2.g. Allow a lien to be placed on the Premises.

B.2.h. Assign this Lease or sublease any portion of the Premises without Landlord's written consent.

C. LANDLORD'S OBLIGATIONS:

C.1. Landlord agrees to:

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, unless otherwise extended or terminated sooner.

C.1.b. Obey all laws relating to Landlord's operation of the Premises.

C.1.c. Provide the Essential Services.

C.1.d. Field Lighting: Field lighting will be used only during the regular season with the exception of pre-season tournaments and for practice sixty (60) days prior to the first day of the season. Lights for practice are for league team use only and will be from dusk until nine thirty (9:30 P.M.). During practice failure to have lights off by nine forty (9:40 P.M.) will result in a fine to Tenant of \$35.00, payable upon ten (10) days of invoice. If the problem is persistent (after the third time) the use of the lights shall be discontinued. (Note that any pre-lease period practice will be secondary to any scheduled tournament play.)

C.1.e. Landlord has sole authority as to the overall maintenance and operation of the Leased Premises, which will occur Monday – Friday and includes maintaining, cleaning or repairing the following:

- (i) commons areas;
- (ii) landscaping;
- (iii) parking areas;
- (iv) sewer, potable and irrigating water systems;
- (v) permanent fencing;
- (vi) trash collection;
- (vii) winterization of all water systems; and
- (viii) restroom facilities.

C.1.f. Landlord will

- (i) mow grass areas;
- (ii) string trim grass areas that are not mowed;
- (iii) fertilize grass;
- (iv) aerate grass;
- (v) dethatch / sod grass areas;
- (vi) apply pesticides to grass area; and
- (vii) infield maintenance.

C.2. Landlord agrees not to:

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not

in default.

D. GENERAL PROVISIONS

Landlord and Tenant agree to the following:

*D.1. **Alterations.*** Tenant may not paint or make any improvements or place any fixtures on/in the Leased Premises without prior written consent of Landlord. Any physical additions, improvements or fixtures to the Leased Premises made by Tenant will become the property of Landlord. Any appliances, equipment or improvements contained in the small concession stand on the Leased Premises upon the execution of this Agreement shall be deemed a fixture. Excluding the ice machine which will be moved to the Tenant access area of the small concession for Tenant use. The Landlord may require that Tenant, at the end of the initial Term or any Extended Term and at Tenant's expense, remove any physical additions, improvements, or fixtures, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

As an express condition precedent to entering this Lease Agreement, the scoreboard controllers (5) for the five (5) scoreboards must be returned to the Landlord in working order with the understanding that they are part of the scoreboards, otherwise, this Agreement shall be null and void ab initio.

*D.2. **Abatement.*** Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

*D.3. **Insurance:*** Tenant and Landlord will maintain the respective insurance coverages described on pages 2 and 3, above.

*D.4. **Release of Claims/Subrogation:*** Landlord and Tenant release each other and lienholder, and their respective agents, from all claims or liabilities for damage to the premises, damage to or loss of personal property within the premises, and loss of business or revenues that are covered by the releasing party's Leased Property Insurance or that would have been covered by the required insurance if the party fails to maintain the Leased Property Insurance coverages required by this Lease. The party incurring the damage or loss will be responsible for any deductible or self-insured retention under its Leased Property Insurance. Landlord and Tenant will notify the issuing Leased Property Insurance companies of the release set forth in this paragraph and will have the Leased Property Insurance policies endorsed, if necessary, to prevent invalidation of coverage. This release will not apply if it invalidates the Leased Property Insurance coverage of the releasing party. **The release in this paragraph will apply even if the damage or loss is caused in whole or in part by the ordinary negligence or strict liability of the released party or its agents but will not apply to the extent the damage or loss is caused by the gross negligence or willful misconduct of the released party or its agents.**

D.5. Intentionally left blank.

D.6. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this Lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.7. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this Lease.

D.8. Default by Tenant/Events. Defaults by Tenant are:

- a. Failing to pay timely Rent or any other amount required to be paid under this Lease and/or violating Section *D.9.a.* herein;
- b. Abandoning or vacating a substantial portion of the Premises;
- c. Tenant shall become insolvent, make a transfer in fraud of creditors or make an assignment for the benefit of creditors;
- d. Tenant shall file a petition under any section or chapter of the U.S. Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder;
- e. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant;
- f. The leasehold estate created by this Lease is taken, or an attempt is made to take such Leasehold estate by execution or other process of law in any action against Tenant;
- g. Tenant or its agents, employees, contractors, invitees, or visitors use or attempt to use, the Premises or any part thereof for any purpose not permitted under this Lease; and
- h. Failing to comply within ten (10) days after written notice with any provision of this Lease other than the defaults set forth in (a), (b), (d), (e), (f), (g) and (h).

D.9. Landlord may terminate this Lease, in which event Tenant must immediately surrender the Leased Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession or arrearages in Rent, enter on and take possession and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means without being liable for prosecution or any claim of damages for the entrance and expulsion or removal.

D.9.a. Disparaging Remarks. As a critical part of this Agreement, the parties hereby agree that neither party shall make nor shall be a party, its officer's, or directors cause to be made, directly or indirectly, any disparaging, negative or other similar remarks, in writing, or on social media, or orally regarding the other party, its current or former employees, representatives or, its organization to any third person. A violation of this provision shall be grounds for immediate termination of this Lease.

D.9.b. Communications: During any lease term two (2) members of Tenant's board will meet monthly at a regularly scheduled time with the City of Chandler administrator, public

works director, and parks board director and at least one council member and no more than two council members unless legal posting requirements are followed.

D.9.c. In the event a party has complaints or issues with the other party, then such party will avail its self to attempting to resolve the issue in a professional manner in a good faith attempt to resolve any controversy, dispute, or disagreement arising out of or relating to this Agreement, by negotiation, and failing that, pursuant to mediation and/or litigation as set forth in Section *D.14*.

D.10. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) Landlord may terminate this Lease, in which event Tenant must immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession or arrearages in Rent, enter on and take possession and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means without being liable for prosecution or any claim of damages for the entrance and expulsion or removal; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this Lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.11. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

D.12. Intentionally left blank.

D.13. Holdover. If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a Tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.14. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.15. Attorney's Fees. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.16. Venue. Exclusive venue is in the county in which the Premises are located.

D.17. Entire Agreement. This Lease is the entire agreement of the parties concerning

the lease of the Premises by Landlord to Tenant, and supersedes any prior lease agreements entered into by and between Landlord and Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this Lease.

D.18. **Amendment of Lease.** This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.19. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.20. **Notices.** Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

D.21. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

D.22. **Conduct.** The City of Chandler reserves the right to remove any individual or team from the Premises for inappropriate conduct. "Inappropriate conduct" shall be the judgment call of the City of Chandler. The City of Chandler shall have the authority to restrict individuals or teams from access to the Leased Premises and/or set terms that must be met for their return to the Leased Premises.

City of Chandler, Texas,
a general law municipality

Libby Fulgham, Mayor, City of Chandler

BMC Youth Baseball And Softball League,
a Texas nonprofit corporation,

Damon Massey, President

CHANDLER ATTEST:

Shirley Parmer, City Secretary

NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF CHANDLER

A tax rate of \$0.545603 per \$100 valuation has been proposed for adoption by the governing body of City of Chandler. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.545603 per \$100
PRECEDING YEAR'S TAX RATE	\$0.535603 per \$100
EFFECTIVE TAX RATE	\$0.522779 per \$100
ROLLBACK TAX RATE	\$0.550942 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Chandler from the same properties in both the 2014 tax year and the 2015 tax year.

The rollback tax rate is the highest tax rate that City of Chandler may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

**YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:**

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Henderson County Tax Assessor-Collector
Peggy Goodall, Tax Assessor-Collector
125 N. Prairieville Athens, Texas 75751
903 675-6134
pgoodall@co.henderson.tx.us
hendersoncountyonline.net

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 25, 2015 at 6:00pm at Chandler City Hall 811 Hwy 31 East Chandler, Texas 75758.

Second Hearing: September 1, 2015 at 6:00pm at Chandler City Hall 811 Hwy 31 East Chandler, Texas 75758.

August 2015

~ August 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Special Meeting/Budget	5	6	7	8
9 Publish Proposed Tax Rate Increase/Web etc.	10	11 2. Vote on proposed tax rate.	12	13	14	15
16	17	18	19	20	21	22
23	24	25 1 st Public Hearing Must have a quorum & announce date & time of vote.	26	27	28	29
30	31					

More Calendars from WinCalendar: [Sep 2015](#), [Oct 2015](#), [Nov 2015](#)

September 2015

~ September 2015 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 2 nd Public Hearing Must have a quorum & announce date and time of vote.	2	3	4	5
6	7 Labor Day Holiday	8 1. Vote on Budget & Tax Rate Must have Super Majority when you vote on the tax rate.	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30 County Deadline			

More Calendars from WinCalendar: [October](#), [November](#), [December](#)

July 27, 2015

City Council
City of Chandler
Chandler, Texas

The following represents our understanding of the services we will provide the City of Chandler:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Chandler, as of September 30, 2015, and for the year then ended and the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Chandler as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

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

1) Management's Discussion and Analysis

Supplementary information other than RSI will accompany the City of Chandler's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Detailed Schedule of Revenues , Expenditures and Changes in Fund Balance – Budget and Actual (Non-GAAP Budget Basis) – General Fund
- 2) Detailed Schedule of Revenues, Expenses and Changes in Net Assets – Budget and Actual (Non-GAAP Budget Basis) – Enterprise Fund

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our

opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

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

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

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

Management Responsibilities

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

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. To provide us with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; additional information that we may request from management for the purpose of the audit; and unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

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

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

Reporting

We will issue a written report upon completion of our audit of the City of Chandler's basic financial statements. Our report will be addressed to the governing body of the City of Chandler. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Chandler; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

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

The audit documentation for this engagement is the property of Gollob Morgan Peddy PC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If

Gollob Morgan Peddy PC
1001 ESE Loop 323, Suite 300, Tyler, TX 75701
Tel 903-534-0088 Fax 903-581-3915 www.gmpcpa.com

Members American Institute of Certified Public Accountants and Private Companies Practice Section

requested, access to such audit documentation will be provided under the supervision of Gollob Morgan Peddy PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by certain federal agencies. If we are aware that a federal awarding agency, pass through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as mutually convenient and to issue our reports within thirty days of completion of fieldwork. Kevin R. Cashion is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Based on our preliminary estimates, the fee should approximate \$19,500. This fee estimate will include any time spent with a designated city employee to assist them in the understanding of the financial statements. Our services will be invoiced monthly as the audit work progresses. Payment of our services will be due within 30 days of each invoice date. A finance charge of 6% simple interest, calculated at 0.5% per month, will be assessed on any unpaid balance after deduction of current payments made within thirty days of the date of billing. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

With respect to any nonattest services we perform, City of Chandler's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service. Based on this requirement and management's responsibilities detailed in the previous paragraph, management may elect to locate and contract with an individual or firm with adequate skills, knowledge and experience to review, approve and take responsibility for the City of Chandler's financial statements and related footnotes. Any fee associated with the services provided by the individual or firm will be the responsibility of the City of Chandler.

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

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

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

GOLLOB MORGAN PEDDY PC



Kevin R. Cashion, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Chandler.

By: _____

Title: _____

Date: _____

GLASS & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS, P.C.

System Review Report

November 2, 2012

To the Shareholders of Gollob Morgan Peddy, PC
and the Peer Review Committee of the TSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Gollob Morgan Peddy, PC (the firm) in effect for the year ended June 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Gollob Morgan Peddy, PC in effect for the year ended June 30, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Gollob Morgan Peddy, PC has received a peer review rating of *pass*.

Glass & Company

GLASS & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

Curb side limb chipping program

Edited 8/11/15

<u>REGULAR PICK UP DAY:</u>	First Monday of the month (weather permitting, if delayed due to weather or for other reasons limbs will be picked up later that week). Limbs should not be stacked for pick up for more than 10 days prior to pick-up.
<u>WHAT WILL BE PICKED UP:</u>	Tree limbs and between 2 and 10 feet in length, limbs must not be larger than 6" in diameter.
<u>LOCATION:</u>	Limbs should be stacked as neatly as possible at the curb. Stacks of limbs should not be taller than 5 feet or longer or wider than 10 feet. Limbs will not be collected if not at the street.
<u>HOW TO REQUEST SERVICE:</u>	Requests for service must be called into the city at 903-849-6853 by the Friday before one week prior to the First Monday.
<u>LIMITATIONS:</u>	This service is only for the pick-up of tree limbs which fall due to weather or limbs trimmed by the property owner. It is not intended to be used by commercial tree care companies. Leaves and grass clippings will continue to be picked-up by the regular trash service following their restrictions of leaf bags not weighing more than 45 pounds or more than 10 bags per trash pick-up.

July 14, 2015

The City of Chandler City Council met for a regular scheduled meeting Tuesday, July 14, 2015 at Chandler City Hall. Meeting was called to order at 6:00 p.m. by Libby Fulgham, Mayor.

Members Present: Libby Fulgham
Gene Giger
Kari Bersano
Marshall Crawford, Jr.
Janeice Lunsford

Absent: Don Daniell

Citizens Forum: The following citizens spoke in open forum; Dick Jarrett, Larry Kenshalo, Terri Eagon, and Howard Taliaferro.

REGULAR SESSION:

Item 1. Mayor Fulgham opened the Public Hearing at 6:10pm concerning the 2014 Water Quality Report. With no one speaking the Public Hearing was closed at 6:11pm.

Item 2. Kari Bersano made a motion to approve the Final Plat for Griffin Estates Phase 2C contingent upon all plat fees being paid. Janeice Lunsford seconded the motion. Motion carried unanimously.

Item 3. Council gave direction to staff to leave the Livestock and Fowl Ordinance as it is. With no changes.

Item 4. Janeice Lunsford made a motion to approve Ordinance O-071415 creating a new city board of "Keep Chandler Beautiful". Marshall Crawford Jr. seconded the motion. Motion carried unanimously.

Item 5. Gene Giger made a motion to appoint Libby Fulgham, Kari Bersano, Julie Henry, Mike Wilson, CJ Hughes, Mark Hall, Bill Bass, Rick Ford, Sean Little, John Camper, Nancy Bertholf, Sharon Moffeit, Terry Brown, and Joy Neal to the KCB Board with Staff Support from the city. Janeice Lunsford seconded the motion. Motion carried unanimously.

Item 6. Gene Giger made a motion to approve the agreement with CopSync to provide an upgrade and new services to the Chandler Police Department. Janeice Lunsford seconded the motion. Motion carried unanimously.

Item 7. Council gave direction to staff to explore directional signs and handouts for real estate promotional opportunities.

Item 8. Staff presented the 2015 Budget Calendar to Council

Item 9. Gene Giger made a motion to approve the consent agenda as presented. Marshall Crawford Jr. seconded the motion. Motion carried unanimously.

Meeting adjourned at 7:15pm

Libby Fulgham, Mayor

Shirley Parmer, City Secretary

July 21, 2015

The City of Chandler City Council met for a special scheduled meeting Tuesday, July 21, 2015 at Chandler City Hall. Meeting was called to order at 6:00 p.m. by Libby Fulgham, Mayor.

Members Present: Libby Fulgham
Gene Giger
Kari Bersano
Marshall Crawford, Jr.
Janeice Lunsford
Don Daniell

REGULAR SESSION:

Item 1. Janeice Lunsford made a motion to approve STW as the City's Financial Program. Kari Bersano seconded the motion. Motion carried unanimously.

EXECUTIVE SESSION: Council adjourned into Executive Session at 7:01pm.

1. Discussion: Deliberation on the appointment, employment, evaluation, and/or duties regarding personnel in accordance with the Texas Government Code, Section 551.074.

REGULAR SESSION: Council reconvened into Regular Session at 7:45pm.

1. Gene Giger made a motion to approve the Crew Leader job description. Janeice Lunsford seconded the motion. Motion carried unanimously.
2. Kari Bersano made a motion to table the 2015-2016 Compensation packages for city staff. Janeice Lunsford seconded the motion. Motion carried unanimously.

REGULAR WORK SESSION: The Budget workshop was tabled for a future meeting.

Meeting adjourned at 8:18pm

Libby Fulgham, Mayor

Shirley Parmer, City Secretary

July 27, 2015

The City of Chandler City Council met for a special scheduled meeting Monday, July 27, 2015 at Chandler City Hall. Meeting was called to order at 6:00 p.m. by Libby Fulgham, Mayor.

Members Present: Libby Fulgham
Gene Giger
Marshall Crawford, Jr.
Janeice Lunsford
Don Daniell

Absent: Kari Bersano

REGULAR SESSION:

1. Work Session with BMC Executive Board Members. Members present included: Damon Massey, David Duke, Joel Cartwright, Hootie Nix, and Loren Parks.

EXECUTIVE SESSION: Council adjourned into Executive Session at 7:45pm.

1. Consultation with Attorney regarding pending or contemplated litigation in accordance with the Texas Government Code, Section 551.071.

REGULAR SESSION: Council reconvened into Regular Session at 8:12pm.

1. BMC Executive Board was asked by Mayor Fulgham if BMC would be willing to mutually terminate the existing agreement with the City for BMC's use of Winchester Park. Decision of the BMC Board was that they would agree to terminate the existing agreement.
2. Janeice Lunsford made a motion to terminate the present contract with BMC and the City would draft a new mutually beneficial agreement that would be presented to the BMC Board August 4, 2015 for their input. Marshall Crawford, Jr. seconded the motion. Don Daniell abstained. Motion carried.

Meeting adjourned at 8:15pm

Libby Fulgham, Mayor

Shirley Parmer, City Secretary



Water Fund
Period Ending July 31, 2015

Beginning Bal. \$309,362.72 Operating Acct. Register Attached
Ending Bal. \$336,250.89

Water Invoices Billed

Water Invoices Billed 7-31-15 (Bills printed: 1346) \$96,137.95

City of Chandler Money Market Acct. 1160

Beginning Bal. \$117,327.03
Ending Bal. \$117,351.94 (.250%)

City of Chandler Capital Reserve Acct. 1158

Beginning Bal. \$119,819.98
Ending Bal. \$119,845.42 (.250%)

City of Chandler Water Dept. I&S '95 Series 1134

Beginning Bal. \$275,698.23
Ending Bal. \$295,164.28 (.100%)

City of Chandler Water Dept. Grant Acct. 1156

Beginning Bal. \$10.00
Ending Bal. \$10.00

**City of Chandler Water Dept. Consolidated Acct. 1157
Premium Money Market**

Beginning Bal. \$114,662.80
Ending Bal. \$114,687.15 (.250%)

City of Chandler I & S Series 2010

Beginning Bal. \$71,466.39
Ending Bal. \$79,782.42 (.150%)

City of Chandler Water Well Drilling Fund

Beginning Bal. \$168,851.45
Ending Bal. \$168,872.96

City of Chandler Utility System Rev Bond Series 2014

Beginning Bal. \$570,769.31
Ending Bal. \$524,499.17 (.100%)

“This report is in full compliance with the investment strategies as established by the City of Chandler Investment Policy and the Public Funds Investment Act (Chapter 2256)”.

City Secretary

Date

Chandler Police Department
 Monthly Citation Report
 Jul-15

Speeding Over Limit	79
Speeding Over Limit School Zone	0
Cell Phone use in School Zone	0
Fail to Control Speed / Unsafe Speed	1
Fail to Yield Right of Way / Emergency Vehicles	0
Fail to Stop Red Light	1
Fail to Stop Stop Sign.....	8
Fail to Maintain Financial Responsibility	15
Drivers License Violations	10
Expired Vehicle Reg. and Inspection	21
Minor in Possession Alcohol / Tobacco	0
Seat Belt Violations	0
Possession of Drug Paraphernalia	1
Unrestrained Child	0
Ordinance Violations	0
Unsafe Lane Change	0
Open Container Violations	2
Misc. Moving / Non Moving Violations	7
Total	145

Warning Citations

Criminal Trespass	1
Criminal Mischief / Vandalism	0
Misc. Moving / Non Moving Violations	87
Ordinance Violations	1
Total	89

Total of all 234

Chandler Police Department Code Violations - July 2015

Violations	Warn/Violation	Disposition	Comments
Rubbish/Tires	12	Working	Creekside Sports- rest. Equipment stored in open view of business to public and observed by public-No screened area
Signs	24	Closed	Other stake signs and Garage Sale Signs
Fencing			Still working issue on Fairway-Reader's (4-27-15)
Junk Vehicles			
Commercial Vehicles	1		Issued a copy of City Ordinance to Raymond Flores for his cousin who drives advised he cannot park on Main behind Old Fam Dollar.
Pool/Fencing Permits			1 taken down due to permitsreq. And fence specifications.
Weeds/High Grass	18	17 abated	1-Working Shea St.
Illegal - Bush/Shrub	3	2 abated	Anytime Fitness, Taco Bell,545 Winchester Road Hazards
Burns	2	Permit	Lunsford/Patterson (Hart)
Animals	4		Dog compliants- Sheila Spencer Barking Nusiances, 1 Rabies Shot Verification, 2 Running Freely
Use Permit	2		Peddler Permit Req. Vivint reps-left area, Watermelon Man issued 3 mo. The rose man was advised on 7-5-15 he needed a permit to sell.
House Numbers	3		1-Still non compliant (Cherry St)
Sub Standard Structure			3-Still working :540 Cherry, #11 Bradshaw Cir. 315 Noonday
Dangerous Weeds	4		Neches Const Property on MainSt. Working-Stanford Thompson Working
Community Policing			
N.W. Contacts	2		
Business Contacts	13		
Business Surveys	0		
Residential Surveys	0		
N.W. Meetings	0		
Community Policing			
Cases	Open: 54	Closed: 64	Working: 27
Total Cases	YTD: 417/ 54 Current Month		Comm Pol. 15 for July 2015



To: Chief of Police Ron Reeves
From: Officer David Patterson
Date: August 1, 2015
Re: POLICE EXPLORER MONTHLY REPORT FOR JULY 2015

During the meetings held in July the post discussed the need to have a membership drive as soon as the new school year starts to get new members. Explorers Muhamad and Satterfield will be turning in their uniforms this month and will be starting college at UT Tyler and Texas A&M. Explorer Phillips will be graduating from TJC with his associates degree in Criminal Justice this month as well. Phillips will be turning 21 in April 2016 and will no longer be a post member however he is looking at continuing as a Post Advisor.

The Chandler Police Explorers had two regularly scheduled meetings on the 1st and 15th of July. The July 1st meeting covered Domestic Crisis Intervention. The July 15th meeting was conducted however only two explorers were back from vacation. Scenario training was conducted in reference to basic arrest procedures and handcuffing techniques

The Chandler Police Explorers participated in a community service project involving the moving of the new can bins built by the Explorer post to the Brookshire's parking lot. Explorers Phillips and Thomas also assisted in the collection of cans from all of the Lions Club bins in the area.

Explorer Tiffany Webber contacted me stating that she would be able to participate in the program this year and will be returning to the post in September.

The next scheduled meeting is scheduled for August 5th and August 19th

David Patterson
Explorer Program Advisor

2015
CHANDLER LIBRARY STATISTICS

	NEW MEMBER	Members	TOTAL ITEM	COMPUTER USE	ON-LINE SEARCH	HOURS OPEN	Print Circulation	Ebooks	Total Cir
JAN	15	4170	30,064	322	181	176	1240	393	1633
FEB	13	4182	30,022	343	100	156	1337	408	1745
MAR	9	4188	30118	371	68	192	1571	156	1727
APR	9	4193	30929	325	65	188	1391	99	1490
MAY	13	4209	30760	312	73	176	1289	45	1334
JUN	11	4145	32081	320	120	192	1527	55	1582
JUL	17	4157	*26745	333	115	188	1732	45	1777
AUG									
SEP									
OCT									
NOV									
DEC									
YEAR									
	SummerStory-Time								
	*Expired Members deleted								
	*Ebooks and Eaudio books now included in total								
	*Ebooks total decrease due to expiration of metered access								
	Computer Class Enrollment		11						
	Collection Value:								
	\$291,510.00 (1-1-2015)								
	Ebooks now includes Project Gutenberg's Downloads from our site								
	*Decrease in items due to "weeding" of collection			and expiration of Ebooks					

2014 ATTENDANCE
Chandler Museum Visitor Center

MONTH	Chandler	Tyler	Henderson Cnty	Texas	Event	Out of Stat Volunteers	TOTAL
January	25	4	5	7		36hrs	53
February	33	1	7	2		2 (Ky & IL) 60 hrs	63
March	10	6	8	7		4 51hrs	52
April	56	4	14	1		3 60hrs	98
May	47	1	10	8	40	2 78 hrs.	105
June	11	3	7	15		3(Ca & La 64 hrs	39
July							
August							
September							
October							
November							
December							

Museum Hours
Wed-Sat: 1:00 - 4:00 PM

Includes one large group: Historical Society Board Meeting: 17 attendees

Feb Groups include VFD and Bell Dedication Ceremony

April: Lunch and Learn; Citizens Academy

May Events: Lunch & Learn; Memorial Day Coffee

Event: Attendance at HS programs at Community Center

Total does not include volunteers; volunteer hours at museum reported separately