



**AGENDA
CITY COUNCIL MEETING
TUESDAY, AUGUST 8, 2023
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032
6:30 PM**

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1. CALL TO ORDER	
2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS	
3. RULES OF DECORUM	
4. PROCLAMATION	
4.1. Judge Mark Russo	
5. CITIZEN COMMENTS	
6. CONSENT AGENDA	
6.1. Accepting voter approval tax rate	4 - 6
Staff Report	
Budget FY23 Property Tax Rate Notice	
6.2. Consider approval of the minutes of the July 25, 2023 City Council Meeting.	7 - 26
07.25.23	
7. ITEMS FOR CONSIDERATION AND ACTION	
7.1. Discussion and action regarding the possible purchase of new or used Fire Department Tanker/Tender or Pumper/Tanker 3000 gallons. Purchase of new pumper/tanker with 3000 gallon plus 1500 gallons per minute pump could reduce fleet size by selling reserve engine [E-222] and brush truck [B-222. This purchase would meeting requirements for ISO available water and NFPA standard for engine having capability of pumping 1250 gallons per minute at structure fire.	27 - 35
Staff Report	
Proposal Option List	
7.2. Discussion and action to send an official letter to request to become a direct customer with North Texas Municipal Water District. (Balkum)	36
NTMWD Letter	
7.3. Discuss and consider with Teague, Nall and Perkins, the City's engineer for the NTMWD delivery point project. (Balkum)	

7.4. Discuss opportunity to submit Resolutions to TML Legislative Committee for consideration at the annual meeting in October 2023. (Balkum)

7.5. Consider approving an ordinance granting to RCH Water Supply, Inc., the right, privilege and non-exclusive franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-ways of the City of McLendon-Chisholm, Texas.

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[Franchise Ordinance No. 2023-05](#)

8. EXECUTIVE SESSION

8.1. Adjourn into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.072 Deliberations regarding real property: Discuss and consider with Teague, Nall and Perkins, the City's engineer for the NTMWD delivery point project and the most effective and cost conscious manner to reach same.

8.2. Reconvene Regular Meeting

8.3. Executive Session Action

9. UPDATES, DISCUSSION AND DIRECTION TO STAFF

10. 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.

10.1. Mayor Short

10.2. Mayor Pro Tem Balkum

10.3. Council Member McLendon

10.4. Council Member McNeal

10.5. Council Member Hoffman

10.6. Council Member Tucker

11. ADJOURN

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

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., August 4, 2023, on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



City of McLendon-Chisholm
Staff Report

Date: August 8, 2023

Agenda Item: Proposed Property Tax Rate – FY24 to be accepted by the City Council – Final review and adoption vote will be held at a later date.

Background: The City proposes to follow the Voter Approval Rate as outlined in the Texas State Code. This RATE will allow a small increase meant to meet CPI or Inflation costs, but this year will be about ½ the inflation rate of the past 12 months in the D/FW/Arlington MSA.

The property tax rate for the coming FY2024 fiscal year will be as outlined in the attached document. This rate still remains about 1/3 of the area cities rates and one of the lowest property tax rates in the State of Texas. This rate is set low to not be affected by any petition or other outside request for vote.

Presenter: Mr. Ray Smith, Finance Director

Action: The City Council needs to 'ACCEPT' the proposed tax rate. The final 'ADOPTED' tax rate will be included at the September 12, 2023, City Council meeting.

Notice About 2022 Tax Rates

(current year)

Property Tax Rates in The City of McLendon-Chisholm

(taxing unit's name)

This notice concerns the 2022 property tax rates for The City of McLendon-Chisholm.

(current year)

(taxing unit's name)

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

Taxing units preferring to list the rates can expand this section to include an explanation of how these tax rates were calculated.

This year's no-new-revenue tax rate \$.107020 /\$100

This year's voter-approval tax rate \$.108596 /\$100

To see the full calculations, please visit add url for a copy of the Tax Rate Calculation Worksheet.

(website address)

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
General Fund	\$ 3,294,000
Debt Service Fund	\$ 900
Public Safety Fund	\$ 438,000
Capital Projects Fund	\$ 0

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payment
Certificate of Obligation Bonds - 2015	\$95,000	\$52,562	\$0	\$147,562

Total required for <u>2022</u> debt service.....	\$ <u>147,562</u>
(current year)	
– Amount <i>(if any)</i> paid from funds listed in unencumbered funds	\$ <u>8,586</u>
– Amount <i>(if any)</i> paid from other resources	\$ <u>0</u>
– Excess collections last year	\$ <u>12,287</u>
= Total to be paid from taxes in <u>2022</u>	\$ <u>134,537</u>
(current year)	
+ Amount added in anticipation that the taxing unit will collect	
only <u>99.11</u> % of its taxes in <u>2022</u>	\$ <u>1,206</u>
(collection rate) (current year)	
= Total Debt Levy	\$ <u>135,581</u>



**CITY COUNCIL MEETING
CITY OF MCLENDON-CHISHOLM, TEXAS
MEETING MINUTES
JULY 25, 2023**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, July 25, 2023, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

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

1. CALL TO ORDER

Mayor Short called the meeting to order at 6:32 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS

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

3. RULES OF DECORUM

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

4. PRESENTATIONS

- 4.1. Presentation of the American Legion Terry Fisher Post 117 Great American Award to Mr. and Mrs. Gary Lovell. This recognition of their tireless work and efforts in support of the Rockwall County Veteran community.

Lorna Kipphut made this presentation with the following comments:

Gary & Mindy Lovell

Deep roots in Rockwall County extending back to mid-1860's. Their original settlement remains their family's homestead. Starting as a 14-acre farm on a dirt road that is now State Highway 205, the farm grew to a ranch now celebrating its 135th anniversary and is recognized by the state as an historic ranch.

Gary and Mindy both have a long history of public service ... their devotion to maintaining the history of Chisholm and Rockwall County and their long legacy of public service in many roles...most notably we remember them for:

1. **Both members of the Sons and Daughters of the American Revolution**
2. **Gary is a retired Dallas Fire Department Captain** and was a founding member of the MCVFD. He also is a Dallas Regional Firefighters Association Honor Guard member who honors fallen firefighters. International Board of Directors for the **Wind and Fire MC Club** which has raised several million dollars over his twenty plus years involvement for burn related charities across the world. Parkland Hospital has dedicated a therapy room for their continued support for children who have suffered burns.
3. **Gary** served on the RCH Water Board for 19 years and on the McLendon-Chisholm City Council for four years.
4. **Mindy's work in the DAR and its work within the county to recognize Constitution Day, 7 September**, to remember the anniversary of its signing in 1789, its qualities and importance.
5. Their combined efforts at the **Chisholm Chapel Cemetery**, a historic landmark on SH 205 in MC where many veterans are interned, including Samuel Beeman, veteran of the War of 1812. **Gary has been President of the Chisholm Chapel Cemetery for some 30 years since 1984.** Gary and Mindy have invested tens of thousands of volunteer hours maintaining this beautiful cemetery because of their love of Rockwall and devotion to veterans.
6. **Mindy was the force behind the creation of a beautiful Veterans Memorial at the MC City Hall** by the DAR (Mindy is a driving force behind the success of that organization) and with the help of our **Post, created a garden and for \$30 a family or friends can recognize by name those who have served.** It is the location for two events each year, Veterans day when we celebrate those who served and Memorial Day when we recognize those who are departed.
7. **Two beautiful children** who now have their own families:
 - a. Son, **Dr. Jess W. Lovell**, a **Marine** who served in Somalia and Rwanda (Lara Barker Lovell) and daughter **Avery** who received one of our **college scholarships** and son **Wade** who attended **Boys State**.
 - b. Daughter, **Margaret Lovell O'Connor** (Stuart O'Connor). Both are **retired Dallas Firefighters** and Margaret is now a practicing attorney. Their son, **Hunter**, is a **City of Fate Policeman/Firefighter/EMT**, and daughter **Hallie** is a lawyer who lives and works in Dallas.

Mindy and Gary are examples for us all by preserving history, recognizing what the responsibilities of being an American are, and support to our veterans.

5 CITIZEN COMMENTS

David Black, 1419 Siena Ln., McLendon-Chisholm. Addressed 8.4 regarding the purchase of two Life Pak 15's and collection of hazardous materials.

6 PUBLIC HEARINGS

- 6.1. A public hearing to consider an application requesting a zoning district change from the AG Agriculture Zoning District that provides a lot size of two and one-half acres to a planned development district [Ridge Pointe Estates] for the development of 83 single-family residential lots with a minimum lot size of one-acre of land. Property location is 99.544 acres of land located generally across FM 550 from McLendon-Chisholm City Hall, 1371 West FM 550; Rockwall CAD Property ID #10767.

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

David Black, 1419 Siena Ln. Likes that it addresses the Comprehensive Plan. Expressed concern about traffic.

Mayor Short stated that P&Z did not make a recommendation on this project so the public hearing will be held open until the first meeting in September, the 12th.

- 6.2. A public hearing to receive public comment regarding a request by Oak National Development, LLC to change the existing planned development district on approximately 148.25 acres of land from the current zoning district classification of Planned Development District [Triple Creek] to a new planned Development District [Legacy Park] containing 335 single-family residential lots and a city park. The Rockwall County Appraisal District Property identification numbers are: 11447 and 11438.

Mayor Short opened the public hearing at 6:56 p.m.

No Comments

This public hearing will stay open until September 12, 2023.

7. CONSENT AGENDA

- 7.1. Building Official Report
- 7.2. Community Waste Disposal Report
- 7.3. Fire/Rescue Report
- 7.4. Sheriff's Report
- 7.5. Code Compliance Report

- 7.6. Animal Control Report
- 7.7. Ordinance adopting the most recent official city maps of incorporated municipal boundaries (city limits) and extraterritorial jurisdiction.
- 7.8. Action regarding the Minutes of June 27, 2023, City Council Meeting
- 7.9. Action regarding the Minutes of July 11, 2023, City Council Meeting

MOTION: APPROVE THE CONSENT AGENDA AS PRESENTED.

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

8. ITEMS FOR CONSIDERTION AND ACTION

- 8.1. Consider approval of a preliminary plat for a little over 16 acres of land for the development of a 25-lot residential subdivision with 9 open space/HOA lots as submitted by Colton Smith, Spiars Engineering and Surveying, Inc., on behalf of Tellus-Mann, property owners.

City Planner Coker presented his report on this item:

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

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

REPRESENTATIVE: Colton Smith

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

CITY COUNCIL MEETING DATE: July 25, 2023

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

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

REQUEST:

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

PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval with the following condition: Compliance with the Kaufman County Thoroughfare Plan for Mann Road. This is a requirement of the Interlocal agreement the City has with Kaufman County regarding platting in the City's ETJ located within Kaufman County. The ILA is attached to this report at the end of the report.

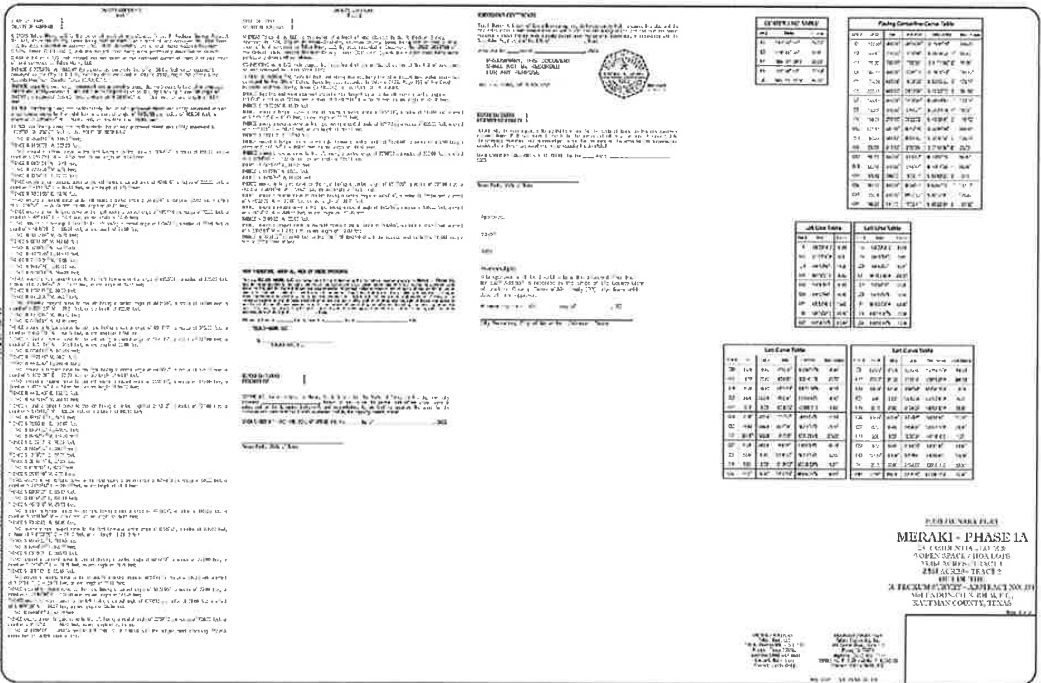
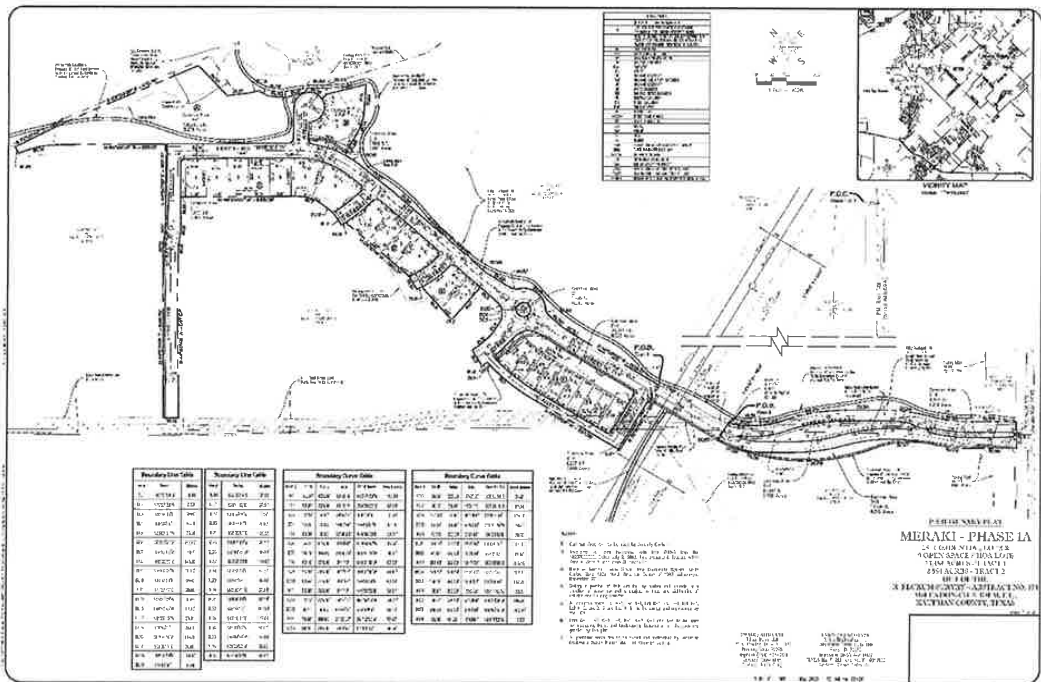
STAFF RECOMMENDATION: Approval with conditions:

- Revise to comply with Interlocal Agreement between the City and Kaufman County. The Kaufman County Thoroughfare Plan calls for Mann Road to have an 80 foot right of way. The preliminary plat only shows a 60 foot right of way. [Note: Kaufman County is considering an amendment to the ILA to allow for the City of McLendon-Chisholm Thoroughfare Plan to be utilized instead of the Kaufman County Thoroughfare Plan. County staff has advised me that that they should have an answer from the Commissioners Court by tomorrow. If the Commissioners Court is amenable to McLendon-Chisholm using their Thoroughfare Plan, then the staff recommendation will be for approval without conditions.]

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

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Proposed Preliminary Plat



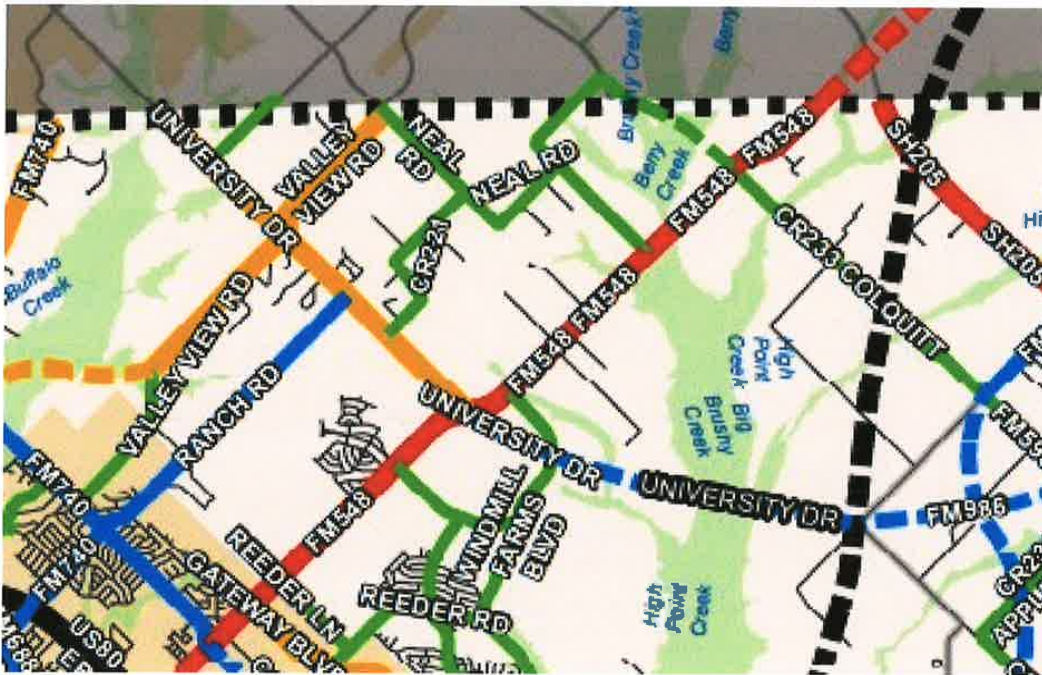
BACKGROUND INFORMATION:

This is the first of many plat applications the City expects to receive on the Tellus-Mann Project.

The subject property is a 16.048-acre tract of land that includes parts of three property identification numbers in Kaufman County, McLendon-Chisholm ETJ.

Thoroughfares/streets:

Below is a portion of the Kaufman County Thoroughfare Map showing Mann Road as a collector road requiring a minimum of 80 feet of right of way. The preliminary plat only shows a 60 foot right of way. Also, the management district for the Tellus-Mann project will be responsible for the construction and maintenance of the street system within the project. These roads will not be dedicated to the city or the county.



Kaufman County Thoroughfare Map Legend



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Applicant letter of transmittal



765 CUSTER ROAD, SUITE 100 | PLANO, TEXAS 75075
972.422.0077 | FAX 972.422.0075
TBPE NO. F-2121 | TBPLS NO. F-10043100

May 24, 2023

City of McLendon-Chisolm
1371 W FM 550
Rockwall, Texas 75082

Re: **Preliminary Plat Letter of Transmittal**
Meraki Phase 1A
McLendon-Chisolm ETJ
Kaufman County, Texas
SEI Project No. 22-211

To Whom It May Concern,

This letter of transmittal accompanies a preliminary plat submittal for Meraki Phase 1A, a proposed development located in McLendon-Chisolm ETJ, Kaufman County, Texas. The proposed development contains 16.048 acres and includes 25 residential lots and 8 open space lots.

The proposed improvements will consist of concrete curb and gutter roads with underground storm infrastructure. Subsurface conditions vary across the site with potential vertical movement ranging from 5 inches to 9 inches. Sanitary sewer service will be provided via a proposed wastewater treatment plant to be owned and operated by Ledbetter Freshwater Supply District No. 1 of Kaufman County. The site is currently within Highpoint's CCN, but alternate options for water through the City of McLendon-Chisolm in partnership with Terrell are being explored.

Sincerely,
Splars Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Colton Smith'.

Colton Smith, P.E.
765 Custer Road
Plano, TX 75075

CC: Justin Craig
Tellus Group
130 N Preston Road, Ste. 130
Prosper, TX 75078

COURT ORDER NO. 030421-05

INTERLOCAL COOPERATION AGREEMENT
ETJ AUTHORITY – LAND USE REGULATIONS

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code as amended by House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the **CITY OF MCLENDON-CHISHOLM, TEXAS** ("City"), a political subdivision of the State of Texas and **Kaufman County, Texas** ("Kaufman County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

WHEREAS, the City and Kaufman County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.001 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires the City and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction ("ETJ") of the City of McLendon-Chisholm; and

WHEREAS, it is the expressed desire of both the City and Kaufman County that *City be granted exclusive jurisdiction* to regulate subdivision plats and to approve related permits in City's ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS, both the City and Kaufman County mutually desire to amend and replace the previous Interlocal Agreement related to the ETJ entered into under the provisions of Texas Government Code §242.001 on N/A, by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

NOW THEREFORE, the City and Kaufman County, for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. Term of Agreement and Certification

- (a) The City and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both City and Kaufman County until September 30th, 2021. This Agreement shall automatically renew every two (2) years on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days' notice.

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- (b) The City and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

2. *City's Jurisdiction.* City is granted exclusive jurisdiction to regulate all subdivision platting in City's ETJ under the provisions of Chapter 212 of the Texas Local Government Code together with all other statutes applicable to municipalities.

Kaufman County shall not exercise any of the above functions within City's ETJ. City specifically agrees to coordinate with Kaufman County regarding permitting or platting that will impact county-maintained infrastructure.

3. *Kaufman County's Responsibilities.* Notwithstanding the grant of exclusive jurisdiction by Kaufman County to City above, Kaufman County will continue to enforce the following requirements of Kaufman County as they may be amended or updated from time to time:

- (a) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permitting.
- (b) Building Permits. Kaufman County shall accept/enforce building permits pursuant to the Kaufman County Subdivision and Land Development Regulations except : McLendon-Chisholm shall accept/enforce building permits pursuant to City Subdivision Regulations for any area under a valid development agreement identifying McLendon-Chisholm as the permitting authority prior to the date of this agreement.
- (c) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to review/issue permits for and oversee construction of on- site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.
- (d) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.
- (e) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts, including enforcement, pursuant to the Kaufman County Subdivision and Land Development Regulations except culverts which are part of subdivisions that have filed platting applications with the City and have been approved by the City of McLendon-Chisholm. Kaufman County shall regulate and issue permits for driveway permits for existing homes in the County and all driveways fronting Kaufman County roads.
- (f) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting, pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (g) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained

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roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.

4. *ETJ Defined.* For the limited purposes of this Agreement, City's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by City or Kaufman County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.
5. *ETJ Expansion or Reduction.* In the event City's ETJ expands, City and Kaufman County agree that City shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that City's ETJ expands, City shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by City. In the event that City's ETJ is reduced, both City and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, City agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to City. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).
6. *Notice of Plat Submittals and Approvals.*
 - (a) City shall notify Kaufman County of all subdivision plat applications for property located within City's ETJ within thirty (30) days after receipt of a completed application. City shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.
 - (b) City shall notify Kaufman County of the approval of plats for property located in City's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to Kaufman County at the address set out in Section 12(f) below within thirty (30) days of City's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.
 - (c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.

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7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by City and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by City unless otherwise agreed in writing by both City and Kaufman County.

8. *County Roads*

(a) City shall only plat private roads and/or access easements and shall take no action to create any city or county road within its ETJ. Kaufman County shall, at its expense, continue to maintain roads within City's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within City's ETJ shall be submitted to County for approval pursuant to Kaufman County's Land Use Regulations.

(b) In order to be considered by Kaufman County for acceptance as a county road within City's ETJ and, as such, be eligible for county maintenance, the developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds City's most stringent road specifications as specified by the City Engineer. Required engineering review, testing and related costs shall be borne by the developer. The acceptance for maintenance of a new road as a county road that meets or exceeds City's most stringent road specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official has the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.

9. *Thoroughfare Plan.* City shall require compliance with the Kaufman County Thoroughfare Plan.

10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.

11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by City and extended to the ETJ are hereby established as the set of regulations to be enforced by City within the ETJ. City will provide Kaufman County with copies of all amendments to City's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify Kaufman County of all public hearings on any proposed amendments. In the event that City's Council updates a standard or standards, both City and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within City's ETJ.

12. *Miscellaneous Provisions.*

(a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained therein and may not be modified or amended except by written agreement duly executed by both parties.

Interlocal Agreement
City of McLendon-Chisholm / Kaufman County, Texas - Page 4

COURT ORDER NO. _____

- (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- (c) This Agreement shall be construed in accordance with the laws of the State of Texas with venue for all purposes hereunder residing within Kaufman County, Texas.
- (d) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof with the remaining provisions continuing to be in full force and effect.
- (e) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor Kaufman County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- (f) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery.

CITY OF MCLENDON-CHISHOLM:

City of McLendon-Chisholm, Texas
Attn: City Administrator
1371 West FM 550
McLendon-Chisholm, Texas 75032

KAUFMAN COUNTY:

Kaufman County, Texas
Attn: County Judge
100 West Mulberry Street
Kaufman, Texas 75142

With copies to: Development Services Department
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

COURT ORDER NO. _____

District Attorney's Office -- Civil Division
Attn: Civil Chief
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

PASSED AND APPROVED BY THE MCLENDON-CHISHOLM CITY COUNCIL on this
the 11TH day of November 2020.

CITY OF MCLENDON-CHISHOLM, TEXAS



Keith Short, Mayor

ATTEST:



Rochelle Green, City Secretary

APPROVED AS TO FORM:



Michael Halla, City Attorney

PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT

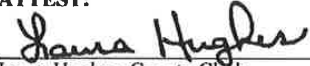
on this the 9th day of March, 2020.

KAUFMAN COUNTY, TEXAS



Hal Richards, County Judge

ATTEST:

 by BSB

Laura Hughes, County Clerk

APPROVED AS TO FORM:



Assistant District Attorney



MOTION: APPROVE BASED ON THE RECOMMENDATION OF THE PLANNING & ZONING COMMISSION WITH COMPLIANCE WITH THE KAUFMAN COUNTY THOROUGHFARE PLAN FOR MANN ROAD

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

8.2. Discussion and action for approval of an Architect RFP for Heritage Center to produce concept ideas to consider. The goal is to have the architect present ideas so that citizenry will be able to weigh in on what they would like to see.

Mayor Pro Tem Balkum explained that the Comprehensive Plan has a section that is considered as Heritage Center. She stated that she has asked staff and previous council members what the desired intent was when they were going through the comprehensive process if there were any ideas of what we would plan to do with the 13 acres, or the land around the city hall in general. There were some ideas, but we don't have any actual visuals and she believes this will be helpful to develop what the public would be interested in seeing and she wants to suggest they get an actual architect to kind of give us some ideas. One of the things that keeps on happening is that we have developers that may ask us what the city really wants. What kind of things that you want to see here and this is the kind of opportunity that we can present. It's like this is what the citizens have contributed and given us input and these are like visual aids to be helpful when we're discussing about meeting our community needs. So, we're going for visuals and ideas of how we can be able to utilize some space out there. Eventually, I would like to suggest having a time where citizens can be able to come in and be able to review and say they really like this or maybe they may dislike something and we can be able to take that input and then move forward to the next level to say this is our official plan, an idea that we want to shoot for.

Council Member McNeal stated he feels it just looks better if we give the citizens an opportunity to have input and it starts to show that we are trying to be more transparent in welcoming their input.

Council Member Hoffman stated she is all for this idea. She expressed she is a visual person and to see something rather than just to listen to somebody's idea and image it in her head. To be able to see what the potential could be, she is all in favor.

Council Member Tucker suggested they get the input from the citizens first. They all have a concept of what we want here, but let's define it a little bit more. So, get input from the people and then that's going to make it a lot easier for the architect.

Mayor Short agreed, they need input as well as an architect that can take the ideas and put it to a visual. What is on the table is us putting out an RFP to have an architect to be able to take that information and create the visual.

MOTION: APPROVE AN RFQ FOR AN ARCHITECT FOR HERITAGE CENTER TO PRODUCE CONCEPT IDEAS TO CONSIDER.

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

- 8.3. Receive update on the status of the Section 13.255 petition to be filed with the PUC to take over the RCH Water Supply, Inc. water system and all matters related there.

Mayor Pro Tem Balkum reported that we are still under process. There are a bunch of exhibits and we have to produce information for the Public Utility Commission. So, we're still in that process and once it's completed, we will make that announcement. At that point we do notifications, so we've already done all that. Thanks, that's it for now.

- 8.4. Discussion and action regarding request for approval to use public safety capital funds in the amount of \$69,711.52 for purchase of two Life Pak 15's. This purchase will allow us to stay on schedule for implementing the new ALS EMS program.

Chief Simmons presented this request. He explained this is a follow-up to a conversation they had during the budget workshop, some items they were looking to budget. One of the items they said that if they can try and figure out a way to go ahead and get these purchased sooner so they can go into play sooner in regard to the Life Pack 15s, they would like to do that. To keep us on track, as some of you already know, January is the target date that we will be upgrading, improving our first responder organization Advanced Life Support response. Part of that is going to include having these life packs now in play.

Chief Simmons also reported they have four AEDs. As part of this process, we would like to take at least one, if not two of those AEDs, bring them to City Hall, buy the wall mount kits, have them on the wall and then we would host an AED class for, obviously, staff, council members, and any citizens that would like to come up. So now City Hall would have these two new defibrillators installed. So, we're just kind of recycling some equipment back that we bought just a few years ago. These devices will replace those AEDs and allow us to do a lot more.

Scott Martinez, one of the firemen, stepped to the podium to answer questions from the Council.

Mayor Short asked if two of these devices will be enough. Chief Simmons explained they would run two now that would allow them to have one on the engine and one on the squad. Mayor Short asked how long two will last before they need a third one. The chief responded he feels they will last many years to come. With the pricing they can get them at now, even if one goes down, then they know they have one in the EMS room.

Mayor Short polled the Council regarding the purchase of three devices: McNeal, Yes; McLendon, Yes; Balkum, Yes; Hoffman, Yes; Tucker, Yes.

MOTION: APPROVE THE PURCHASE OF THREE LIFE PACK 15'S AT A COST NOT TO EXCEED \$100,000.

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

8.5. Discussion and action regarding the request for approval of the application of Aaron Parker (owner/applicant) for a preliminary plat for a 1.5-acre tract of land to create a building site. Rockwall County requires a minimum lot size of 1.5 acres of land for an on-site sanitary sewer facility.

City Planner Coker presented his report on this item:

APPLICANT: Aaron Parker
1628 Luckenbach Place
Forney, Texas 75126

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

REPRESENTATIVE: Aaron Parker

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

PLANNING AND ZONING COMMISSION MEETING DATE: July 18, 2023

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

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

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

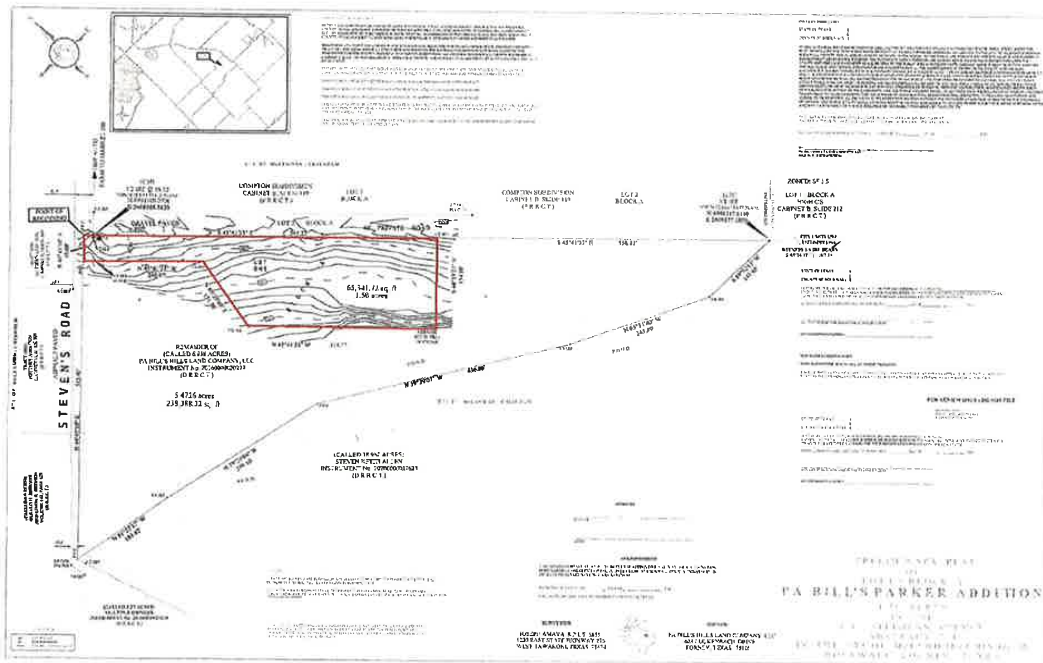
REQUEST:

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

STAFF RECOMMENDATION: Approval

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

Proposed Preliminary Plat [NEW LOT OUTLINED IN RED]



BACKGROUND INFORMATION:

Thoroughfares/streets:

Stevens Road is a local street.

MOTION: APPROVE THE PRELIMINARY PLAT AS RECOMMENDED.

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

9 UPDATES, DISCUSSION AND DIRECTION TO STAFF

Mayor Short directed staff to have the AV repairman back out and fix the problem we keep having with this. If they can't fix it, he wants us to find a different company.

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

- 10.1. Mayor Short – Asked for prayers for his grandson and his health issues.
- 10.2. Mayor Pro Tem Balkum – She, too, attended the TML conference. There's a lot that we're probably going to bring up to City Council because these are tools that we will be able to use for our municipality. We want to make sure that we're utilizing everything that's available for us. She reported she did have a meeting with North Texas Municipal Water District. That's going to be information that we will briefly share at the upcoming Town Hall meeting on August 1st. Also, on August 5th, there's going to be a Rockwall County strategic meeting and I have been invited to attend that. That's going to be like talking about the comprehensive plan at the county level.
- 10.3. Council Member Tucker – Road consortium met the other day. There are 16 current projects with some total investment for the county road system of 2.65 billion dollars. The outer loop encompasses about one billion and that's a really long-term project.
- 10.1. Council Member Hoffman – Reported she spent all day Thursday and Friday morning at Texas Municipal League training and learned a lot and became quite inspired as far as leadership and met some interesting people and had a great time.
- 10.5. Council Member McNeal – EMS meeting – there wasn't much to discuss. They okayed a couple of things on the budget. EMS is running an average of 96% of their threshold.
- 10.6. Council Member McLendon - None

10. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 8:03 p.m.

APPROVED:

Mayor Keith Short

ATTEST:

Rochelle Green, City Secretary



City of McLendon-Chisholm
Staff Report

Date: August 8, 2023

Agenda Item: Discussion/Action - Purchase of New Pumper/Tanker or Used Tanker/Tender

Fiscal Impact: \$100,000 to \$550,000

Background: Discussion and action regarding the possible purchase of new or used Fire Department Tanker/Tender or Pumper/Tanker 3000 gallons. Purchase of new pumper/tanker with 3000 gallon plus 1500 gallons per minute pump could reduce fleet size by selling reserve engine (E-222) and brush truck (B-222), reduce vehicle maintenance budget and insurance cost. This purchase would meet requirements for ISO available water and NFPA standard for engine having capability of pumping 1250 gallons per minute at structure fire.

Apparatus to Sale

E-222 2014 Freightliner Pumper Approximate value \$100,000 to \$150,000

B-222 2009 GMC 3500 Brush Truck Approximate Value \$30,000 to \$50,000

Proposed Motion: Approve Purchase of new Pumper/Tanker and sale of two apparatus.

Staff Assigned: Jim Simmons Fire Chief



Option List

7/27/2023

Customer: Jefferson County ESD # 4 -Labelle-Fannett/Cheek VFD
Representative: Frankum, Cory
Organization: Siddons-Martin Emergency Group
Requirements Manager: Mori, Christina
Description: 2022 Siddons-Martin FXT, 3000 Gallon, High Side, Waterou
Body: Tanker, 3000 Gallon, Tandem Rear Axle, HIGH SIDE, BXT Program
Chassis: Freightliner M2-106, 6x4 Tandem Rear Axle, BXT Tanker

Bid Number: 988
Job Number: 37372
Number of Units: 1
Bid Date: 08/02/2021
Stock Number:
Price Level: 40 (Current: 45)
Lane:

Line	Option	Type	Option Description	Qty
1	0747721	SP	Tanker, BXT, 3000 GAL, HIGH SIDE, 1500 Gpm CX Pump, (SF-2220)	1
2	0010012		No Boiler Plates requested	1
3	0018257		Commercial chassis & Snorkel products	1
4	0584455		Manufacture Location, Bradenton, Florida	1
5	0584453		RFP Location: Bradenton, Florida	1
6	0588609		Vehicle Destination, US	1
7	0610783		Comply NFPA 1901 Changes Effect Jan 1, 2016, With Exceptions, Commercial Chassis	1
8	0545738		Mobile Water Supply Fire Apparatus, PMFD	1
9	0588617		Vehicle Certification, Tanker	1
10	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1
11	0000000	STF	Purchase Stock Submitted	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Bid Bond Not Requested	1
14	0540326		Performance Bond, Not Requested	1
15	0057914		Reference Drawing	1
16	0589819		Electrical Diagrams, Commercial	1
17	0773989		Freightliner M2-106, 6x4 Tandem Rear Axle, BXT Tanker	1
18	0721013		Model Year 2023	1
19	0747720	SP	Use SF-2240 Chassis Spec w/Spcl Trans,(BXT3000) w/1500gpm	1
20	0720767		Base Price,BXT Tanker, FLR M2-106, 6x4, Effective 5/18/2021 - EXPIRED 11/23/2021	1
21	0802041	SP	Surcharge, Freightliner, Effective 05/30/2022 Build Date	1
22	0773923		Wheelbase, 210", Tandem Axles (14.6K/40K GAWR), Freightliner M2-106, BXT3000	1
23	0773918		GVW Rating, BXT, Tandem, 54,600#	1
24	0579898		Frame, Chassis, Freightliner, 120 KSI	1
25	0635545		Frame Liner not Req'd, Commercial Chassis, BX Program Only	1
26	0669872		Axle, Front, 14.7K,(w/14.6K Rating) with Rear Tandem Axle, Freightliner	1
27	0773976		Suspension, Front Spring, 14,600 lb, Commercial	1
28	0073051		Shock Absorbers, Front	1
29	0789186		Brakes, Cam Front, 16.50"x 5.00" Commercial	1
30	0585775		MichelinTires	1
31	0772238		Tires, Front, 12R22.50	1
32	0773847		Wheels, Polished Aluminum, 22.50" x 8.25"	1
33	0634373		Axle, Tandem Rear, 40K, Freightliner	1
34	0772020		S-Cam Style 16.50" x 7.00"	1
35	0544651		Top Speed of Vehicle, 60 MPH, Commercial Chassis	1
36	0773965		Suspension, Rear, Flat Spring, 40,000 lb, 52" Spacing, Commercial Tandem Axle Spacing - 52"	1
37	0772237		Tires, Rear, 11R22.50	1
38	0773815		Wheels, Polished Aluminum Outer w/ Steel Inner, 22.50" x 8.25"	1
39	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle Qty, Tire Pressure Ind - 10	1
40	0613741		Axle Hub Covers w/center hole, S/S, Front Axle, BX	1
41	0790980		Axle Hub Covers, Rear, S/S High Hat (Tandem), BXT	1
42	0057936		Covers, Lug Nut, Chrome	1
43	0628495		Mud Flaps, without Logo, Front & Rear, BX	1
44	0602476		Chocks, Wheel, Mobile Water Supply, Provided by Fire Department, NFPA 2016	1
45	0544690		Mounting Brackets, Chocks, Provided by Fire Department	1

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Bid #: 988

Job #: 37372

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Line	Option	Type	Option Description	Qty
46	0773967		ABS, Anti-Lock Braking, w/Electronic Stability Pgm w/ATC, Commercial	1
47	0009547		Air Compressor, Brake, 18.7 CFM, Commercial	1
48	0773985		Air Dryer, Brake, w/Heater, Commercial	1
49	0641150		Air Inlet, w/Disconnect Coupling, Commercial Chassis, BX Program	1
50	0728954		Engine, Cummins L9, 360 hp, Freightliner	1
51	0755088		Engine Surcharge, Cummins/Freightliner	1
52	0001247		High Idle w/Electronic Engine, Commercial	1
53	0773963		Auxiliary Brake, Exhaust Brake , VGT Style, With Brake Lights, Commercial	1
54	0779576		Fuel/Water Separator,Detroit,w/Hand Primer,H2O Sensor w/Preheater, M2-106/108SD	1
55	0773981		Air Intake, Engine, w/Ember Separator, OEM Installed, Commercial	1
56	0773636		Exhaust System, Horizontal, RH Step Mounted DPF/SCR, Commercial	1
57	0684987		Exhaust Modifications, Commercial Chassis, Horizontal Exhaust	1
58	0061579		Coolant Hoses, Gates Blue Stripe, FL M2	1
59	0773913		Fuel Tank, 50 Gallon, Left Side, Aluminum, Commercial	1
60	0773952		DEF Tank, Left Side Location, Commercial	1
61	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
62	0552712		Not Required, Shutoff Valve, Fuel Line	1
63	0023745		Cooler, Chassis Fuel, Pierce Installed	1
64	0747719	SP	Trans, Automatic, Allison 3000 EVS High Torque, w/Top/Side PTOs, Commercial	1
65	0773949		Transmission, Shifter, Push Button, 5 Speed, Commercial	1
66	0011475		Transmission Oil Cooler, Internal, Commercial	1
67	0733744		Driveline for PTO/Transfer Case or No Pump Installation - Commercial	1
68	0773977		Steering, Power w/Tilt/Telescope Column, Commercial	1
69	0581718		Bumper, Non-extended, Chrome Plated Steel, Freightliner M2	1
70	0013220		Tow Hooks, Painted - Commercial Chassis	1
71	0582760		Cab, 2-door, Flat Roof, Freightliner M2-106/108SD/BX Program	1
72	0769896		Cab Interior, Gray, w/Convenience Package, 2-Door, Freightliner	1
73	0668972		Grille, Chromed Plastic, w/Exterior Appearance Pkg, Freightliner	1
74	0641391		Mirrors, West Coast, 8" Convex, Heated, Remote, Bright, Less PS Downview, FLR	1
75	0616224		Steps, Cab, as Supplied by Freightliner (Stainless Steel)	1
76	0637490		Lights, Cab Access Steps, LED, 2 Door BX Product	1
77	0773760		Power Windows & Door Locks, 2-Door Cab, Commercial	1
78	0070598		Daytime Running Lts, Commercial	1
79	0773943		Air Conditioning, Commercial	1
80	0005940		Lights, Engine Compt, (2) Commercial Chassis	1
81	0623205		Console, Freightliner M2, 2/4 Door, Map Storage, BX	1
82	0726718		DECLINED - Side Roll Protection, Freightliner	1
83	0624102		Seating Capacity, Cab, 2-Door, Commercial	2
			Qty, - 02	
84	0582133		Seats, Cab, Air Driver w/Fixed Passenger, Non-SCBA, Freightliner	1
85	0073999		No Crew Cab Seats, 2-door cab	1
86	0597773		Seat Belt Web Length, NFPA Compliant, Commercial Chassis	1
87	0581771		Seat Belts, Orange, Freightliner	1
88	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
89	0602629		Portable Hand Lt, Provided by Fire Dept, Mobile Water Supply, NFPA 2016	1
90	0584358		Cab Instrumentation, Commercial Chassis	1
91	0637502		Panel, Emergency Switch, BX/Wet Side Product	1
92	0641093		Light, Do not move apparatus, Commercial, BX Program	1
			Alarm, Do Not Move Truck - No Alarm	
93	0600094		Messages, Open Dr/DNMT, BX Product	1
94	0072620		Wiper control, intermittent feature Commercial	1
95	0635663		Wiring, Power Receptacles, Two, 12V DC, BX Program Apparatus Only	1
96	0637219		NO RADIO, AM/FM	1
97	0622928		Not Available, Vehicle Information Center, Multiplex System, Commercial Chassis	1
98	0734854		Collision Mitigation, Not Requested	1
99	0602046		Vehicle Data Recorder w/Seat Belt Monitor, Commercial, BX Program	1
100	0635217		Two-Way Radio Accommodation Package - BX Program Only	1
101	0622749		Weldon V-MUX, Electrical System, Freightliner Chassis, BX-Product	1
102	0709463		Electrical System, V2, Freightliner M2-106, BXT Tanker	1
103	0746524		Single Start, (2) Batteries, 2000 CCA Total, w/Jump Studs, Freightliner	1

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Bid #: 988

Job #: 37372

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Line	Option	Type	Option Description	Qty
104	0583981		Battery Relocation NOT REQUIRED	1
105	0897772		Battery Location as Provided by Chassis Manufacturer	1
106	0072685		Selector, Single Start Battery, Commercial Chassis	1
107	0640616		Charger, Sngl Sys, IOTA, DLS-45, 45 amp, BX	1
108	0640669		Location, Charger, Left Side Fwd Body Compartment, BX	1
109	0530960		Not Required, Remote Battery Charger Indicator	1
110	0640664		Shoreline, 20A 120V, Kussmaul Auto Eject, for Battery Charger, BX	1
			Color, Kussmaul Cover - d) yellow	
			Qty, Shoreline - 1	
111	0640663		Shoreline Location, BX	1
			Location, Shoreline(s) - DS Pump Panel	
112	0595797		Alternator, 275 amp, Delco Remy 40SI	1
113	0634181		Load Manager, Inc w/MUX Electrical System , BX Program	1
114	0773739		Cab Lighting, LED Marker Lights, Commercial	1
115	0750542		Light, Directional/Marker, Intermediate, Truck-Lite 60421Y LED 2lts	1
116	0627281		Lights,Clearance/Marker/ID, ear,FRP LED Bar & Truck-Lite 33050R LED 4Lts,BX/Wet	1
117	0720715		Lights,Tail,Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg,BXT/We	1
			Color, Lens - Clear	
118	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
119	0664481		Bracket, License Plate & Light, P25 LED	1
120	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
121	0589905		Alarm, Back-up Warning, PRECO 1040	1
122	0687610		Lights, Perimeter Cab, Truck-Lite 6060C LED 2Dr, Grommet Mt	1
123	0617866		Lights, Perimeter Pump House, Truck-Lite 6060C LED 2lts	1
124	0772784		Lights, Perimeter Body, Truck-Lite 6060C LED 2ts, Rear Step, BXT	1
			Control, Perimeter Lts - Parking Brake Applied	
125	0637492		Lights, Step, LED, BX Products, Prk Brk	1
126	0899665		Lights, Rear Scene, Wln, PEL*C LED, 45 Deg Flange, Pair, BX **	1
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
127	0604498		Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount, Tanker, 2nd, BXT/Wet	1
			Qty, - 01	
			Locations, PMFD - RS (1) Forward, High, Side of Tank	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Color, Wln Lt Housing - Chrome Flange	
128	0604499		Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount, Tanker, 1st, BXT/Wet	1
			Qty, - 01	
			Locations, PMFD - LS (1) Forward, High, Side of Tank	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Color, Wln Lt Housing - Chrome Flange	
129	0637472		Light, LED, Hose Bed, BX	1
			Switch, Scene Lt Cntrl - h)switch at rear	
130	0795601		Lights, Rear Scene, Wln, M9LZC LED, Additional Rear Work/Scene Lights, BX	2
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - DS Cup Switch, Rear of Apparatus	
			Location, Scene Lights - Rear Body, Under The Hose Bed	
131	0797313		Not Required, No Walking Surface, NFPA 2016	1
132	0772446		Tanker, 3000 Gallon, Tandem Rear Axle, HIGH SIDE, BXT Program	1
133	0601917		Tank,Water,Poly, 3000 Gallon,Tandem BXT/Wet Side w/High Side Compts	1
134	0028104		Foam Cell Required	1
135	0641806		Restraint, Water Tank, BXT/Wet Side Tanker	1
136	0640174		Hose Bed Access Ladder, LS Rear, BXT/Wet Side Tanker	1
137	0027805		Overflow, 6" Poly, Tanker	1
138	0631440		Manual Portable Tank Rack, w/Cover, BXT	1
			Location, driver's/passenger's/center - Right Side	
			Size, Portable Tank - 3000g Fol-Da-Tank - Aluminum Frame	
			Cover Material, Rack, Folding Tank or HSH - Aluminum Treadplate	

Line	Option	Type	Option Description	Qty
139	0640188		Tank Fill, 2.50" Direct, Rear, Poly Tank, Right Side BXT/Wet Side Tanker Location, driver's/passenger's/center - Right Adapter, Elbow - 2.5"NST	1
140	0765960		No Additional Tank Fill Req'd, BXT/Wet Side	1
141	0640182		Tank Fill, Direct, Rear 2.5" Additional, Left Side, BXT/Wet Side Qty, - 1 Location, driver's/passenger's/center - Left Adapter, Elbow - 2.5"NST	1
142	0587341		Dump,10" Newton, Rear, Manual, Mild Steel, BXT/Wet Side	1
143	0637709		Dump Chute, Rear, Newton 6012SW Swivel, Mild Steel, w/Telescopic Extension	1
144	0028740		No Left Side Dump Req'd	1
145	0028767		Not Required, Dump Valve Chute, Left Side	1
146	0028741		No Pass Side Tank Dump Req'd	1
147	0028759		Not Required, Dump Valve Chute, Right Side	1
148	0640180		Hose Bed, BXT/Wet Side Tanker, Tandem Axle	1
149	0073494		Not Required, Divider, Hose Bed	1
150	0772809		Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear,BX/Wet Type of fastener - 2" cam buckle Nylon Web Color - Black Type of fastener, Rear - 2" cam buckle - bottom of hosebed	1
151	0013512		Running Boards, 12.75" Deep	1
152	0081509		Tailboard, BXT/Wet Side Tanker	1
153	0681298		Wall, Rear, Material, Smooth Poly, BXT/Wet Side Tanker	1
154	0003540		Tow Eyes (2) (Tanker/Rescue)	1
155	0640162		Construction, BXT/Wet Side Tanker	1
156	0601915		LS Compartments, HIGH SIDE UPPERS, Tandem Axle, BXT/Wet Side Tanker	1
157	0639756		Compt, (1) Hard Suction Hose, LS, Treadplate Door, BXT Tandem Axle Tanker	1
158	0644897		RS Compartments, Tandem Axle, BXT/Wet Side Tanker	1
159	0639755		Compt, (1) Hard Suction Hose, RS, Treadplate Rear Door, BXT Tandem Axle Tanker	1
160	0797137		Doors, Gortite, Roll-up, Side Compartments, BXT/Wet Side High Side Tandem Tanker Qty, Door Accessory - 07 Color, Roll-up Door, Gortite - Satin finish Latch, Roll-up Door, Gortite - Non-Locking Liftbar	7
161	0770745		Pull Strap, Door, BXT/Wet Side, 3000 High Side Qty, Door Accessory - 03 Location, Door Pull Strap - LS3, LS4 and LS5	3
162	0742309		Lights, Compt, Pierce LED,NFPA Min,All Body Compts,BXT HighSideTandem w/Dumps Qty, Lights, Pair - 5	5
163	0772449		3000 High Side, Shelf Tracks, Unpainted, BXT/Wet Side Qty, Shelf Track - 03 Location, Shelf Track - LS2, LS3 and LS4	3
164	0772417		3000 High Side, Shelves, Adj, 215 lb Cap, Full width/Depth,3/16",Painted,BXT/Wet Qty, Shelf - 03 Location, Shelves/Trays, Predefined - LS2-Centered, LS3-Centered and LS4-Centered	3
165	0014015		Rub Rail, Not Required	1
166	0004027		Fender Crowns, Rear, S/S, Two Pair	1
167	0602338		Hose, Hard Suction, Provided by Dealer, Mobile Water Supply NFPA 2016 Qty, Hard Suction Hose - 2 Brand, Model, Age of Tool - TBD Length, Hard Suction Hose - 10 Diameter, Hard Suction Hose - 6.00" Type of Hose Ends, Couplings, Hard Suction Hose - Threaded	2
168	0639512		No Handrails Req'd @ Side Pump Panel, Use Cab Handrails	1
169	0797123		Compt, Air Bottle, Double, Between Tandems, S/S, BXT/Wet Side Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Latch, Air Bottle Compt - Flush Lift & Turn	2
170	0044229		No Extension Ladder Req'd	1
171	0530069		Not Required, Ladder, Roof, Mobile Water Supply Vehicle	1

Line	Option	Type	Option Description	Qty
172	0557331		Not Required, Ladder Storage	1
173	0074248		Not Required, Folding Ladder	1
174	0784209		Not Required, Pike Pole, 6', Mobile Water Supply Vehicle	1
175	0804582	SP	Tubes, Aluminum, Pike Pole Storage, NY PP Head, Portable Tank Rack, Tanker, BX/Wet	1
			Qty, Pike Pole Tubes - 01	
176	0752754		Steps, w/LED, Right Side Front of Body/Cargo Area, Deluge Access, BXT/Wet Side	1
			Coating, Step - luminescent	
177	0014381		Not Required, Rear Step (No rear door)	1
178	0632311		Pump House, Side Control, 28", BXT Tanker	1
179	0035501		Pump House Structure, Std Height	1
180	0747716	SP	Pump, Waterous, CXPA, 1500 GPM, Single Stage, PTO, BX Products	1
181	0084489		Seal, Mechanical, Waterous, PTO	1
182	0690873		Trans, Pump, Waterous, "PA" Series, Heavy Duty PTO	1
183	0748194		Pumping Mode, BXT Tankers	1
			Pumping Mode - Pump in Motion	
184	0535276		Pump Shift, PTO Pump	1
185	0581602		Transmission Lock-up, Not Req'd, PTO Pump	1
186	0004547		Auxiliary Cooling System	1
187	0014486		Not Required, Transfer Valve, Single Stage Pump	1
188	0637712		Valve, Relief Intake, BX Program	1
189	0564941		Controller, Pressure, FRC, Pump Boss, PBA200	1
190	0072153		Primer, Trident, Air Prime, Air Operated	1
191	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
192	0602487		Plumbing, Stainless Steel and Hose, Single Stage Pump, PMFD	1
193	0795135		Plumbing, Stainless Steel, w/Foam System	1
194	0634479		Inlets, 6.00" - 1000 GPM or Larger Pump, BXT/BXP, Pumper or Tanker	1
195	0017541		Cap, Main Pump Inlet, Rocker Lug, NST, VLH	1
196	0084610		Valves, Akron 8000 series- All	1
197	0004685		Valve, Inlet(s) - Outside Panel	1
198	0004700		Control, Inlet, at Valve	1
199	0004660		Inlet (1), Left Side, 2.50"	1
200	0029147		Not Required, Inlet, Right Side	1
201	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
202	0084756		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PTO Pump	1
203	0027900		Tank Fill, 2.00"	1
204	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
205	0632237		Outlet, Left Side, 2.50", BXT Tanker	1
			Qty, Discharges - 01	
206	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
207	0092570		Not Required, Outlets, Left Side Additional	1
208	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
209	0641830		Outlet, Right Side, 2.50", BX Program	1
			Qty, Discharges - 01	
210	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
211	0092571		Not Required, Outlets, Right Side Additional	1
212	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
213	0750992		Outlet, RH, 4" w/ 3" Valve, Akron, BXT Tanker w/1000 or Greater GPM Pump	1
			Qty, Discharges - 01	
			Valve, Brand - Akron	
214	0649166		Elbow, Large Dia Outlet, 45 Deg, 4.00" FNST x 4.00" MNST, VLH Elbow w/Cap	1
215	0092572		Not Required, Outlet, Front	1
216	0092574		Not Required, Outlet, Rear, Additional	1
217	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
218	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
219	0754757		Outlet, 3.00" Deluge Riser w/2.50" Valve, BXT	1
220	0750318	SP	Monitor, Akron 3433 Hi-Riser- No Ground Base, BXT/BXP	1
			Monitor Finish - Painted by OEM	
221	0005070		Deluge Mount, NPT	1
222	0788572		No Deadlay Required, Cargo Compartment Above Pump, Tanker, BXT	1
223	0640295		Crosslays, Sngl Sheet unpainted, 1.50", Std. Cap, BXT Tanker	2
			Qty, Crosslays - 2	

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Line	Option	Type	Option Description	Qty
224	0029196		Not Required, 2.50" Crosslay	1
225	0730614	SP	Hose Restraint, Crosslays, 2" Nylon Web, Seatbelt Buckle, Tether, Bar, Sides, BX	3
			Qty, - 03	
			Color, Strap - Black	
226	0896279	SP	Reel, Booster, Rear, Between Frame Rails, Single/Tandem Axle, Non-NFPA, BXT	1
			Finish, Reel - Painted Gray	
227	0628025		Switch, Reel Rewind - One at Reel, BX	1
228	0628026		Hose, Booster - 200' of 1.00"/800 PSI, BX	1
229	0628024		Capacity, Hose Reel 200' of 1", BX	1
230	0007074		Nozzle, Elkhart S-200 1.00"	1
231	0641828		Foam Sys, Husky 3, Single Agent, BX	1
232	0637798		Discharges, Foam Capable, BXT Tanker	1
233	0012126		Not Required, CAF Compressor	1
234	0628070		Refill, Foam Tank, Integral, Husky 3, BX	1
235	0031896		Demonstration, Foam System, Dealer Provided	1
236	0641840		Foam Cell, 30 Gallon, Reduce Water, BX	1
			Type of Foam - Class "A"	
			Foam, Brand Name - TBD	
237	0628071		Drain, 1.00", Foam Tank #1, Foam System, Quarter Turn, BX	1
238	0091079		Not Required, Foam Tank #2	1
239	0091112		Not Required, Foam Tank #2 Drain	1
240	0738072		Approval Dwg, Pump Panel(s), Not Required	1
241	0035570		Pump Panel Configuration, No Match Required	1
242	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
243	0892828		Panel, Pump Access - Right Side Only, Side Control, BX	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
244	0005945		Light, Pump Compt	1
245	0509305		Gauges, Engine - Pump Panel, Included with FRC Governor Control, PMFD	1
246	0005601		Throttle, Engine, Incl'd w/Press Controller	1
247	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
248	0549333		Indicators, Engine, Included with Pressure Controller	1
249	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
250	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
251	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
252	0735890		Gauge, Water Level, Class 1, Remote Module Driver, BXT	1
253	0750162		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level, Use w/Pierce Class 1, BX	1
			Qty, - 1	
			Location, Water Level Gauge, Single-Select - d) Rear	
			Activation, Water Level G - pb) parking brake is applied	
			Color, Trim - Black Trim	
254	0623207		Water Level Gauge, Add'l, Cab, Mini, Class1, LED, BX **	1
255	0628069		Gauge, Foam Level, (1) Tank, Class 1, BX	1
256	0593161		Light Shield, S/S LED	1
257	0887486		Air Horns, (2) Hadley, On Sides Of Engine Hood, BX	1
258	0791273		Location, Air Horn(s), Side of Engine Hood	1
259	0628112		Control, Air Horn, Horn Ring, PS Foot Sw, BXP	1
260	0773920		Siren, Wln 295SLSA1, 100 or 200 Watt, BX Product	1
261	0637494		Location, Electronic Siren, BX Product	1
262	0798644		Control, Elec Siren, Head Only, BX	1
263	0804097	SP	Speaker, (2) Wln, SA315P, 100 watt, BX Program	1
			Connection, Speaker - siren head	
264	0779469		Location, Speaker, Non-Extended Front Bumper, Recessed, Center, BX Program	1
265	0746353		Not Required, Warning Lights Intensity	1
266	0606714		Lightbar, Wln, Freedom IV-Q, 60", RR_R_W__W_R_RR	1
			Filter, Whl Freedom Ltbrs - No Filters	
267	0720730		Lights, Front Zone, Wln M6** LED, Lens Choice, Commercial, BX	1
			Flange Kit - w)with flange	
			Color, Lens, LED's - Clear	
			Color, Lt DS Front - Red	

Line	Option	Type	Option Description	Qty
267			Color, Lt PS Front - Red	
268	0020909		ABS SYSTEMS, Commercial	1
269	0899479		Lights, Side Zone Lower, Wln M2* Frnt & M6* Rear LED,Lens Choice,2pr,BX	1
			Location, Lights Front Side - a)each side engine hood	
			Flange Kit - w)with flange	
			Location, Lights Rear Side - Rear Fender Panel	
			Color, Lens, LEDs - Clear	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Red	
			Color, Lt Side Rear PS - Red	
			Color, Lt Side Rear DS - Red	
270	0720717		Lights, Rear Zn Lwr, Wln M6*, Lens Choice,For Tail Light Housing, BXT/Wet Side	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
271	0720722		Lights, Rear/Side Up Zone, Wln M6* LED, Lens Choice, 4lts, BX/Wet Side	1
			Flange Kit - w)with flange	
			Color, Lens, LED's - Clear	
			Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Red	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
			Color, Lt, Rear Upper PS - r) PS Upper Rear Red	
272	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
273	0033096		Rear Warning Brackets Not Req'd	1
274	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
275	0602518		NFPA Required Loose Equipment,Mobile Water, NFPA 2016, Provided by Fire Dept	1
276	0602402		Soft Suction Hose, Provided by Fire Department, Mobile Water Supply	1
277	0602384		Strainer, Provided by Dealer, Mobile Water Supply NFPA 2016 Classification	1
278	0602536		Extinguisher, Dry Chemical, Mobile Water Supply, NFPA 2016,Provided by Fire Dept	1
279	0602355		Extinguisher, 2.5 Gal. Press. Water, Mobile Water/Foam, Not Required	1
280	0784238		Axe, Flathead, Mobile Water Supply, Not Required by NFPA 2016 Classification	1
281	0007492		Not Required, Axes, Pickhead	1
282	0607712		Paint Process / Environmental Requirements, PMFD	1
283	0583882		Paint, 90 Red, Commercial Grade Chassis Finish, PMFD Commercial Chassis	1
			Paint Color, Commercial, Std - #90 Candy Apple Red	
284	0586561		Chassis Cab Paint, #90 Red, by Chassis Manufacturer, Standard	1
			Paint Color, Commercial, Std - #90 Candy Apple Red	
285	0583915		No Two-Tone Paint Req'd	1
286	0582663		Paint, Chassis Frame Assy, Black, by Commerical Chassis Manufacturer	1
287	0651185		Paint, Wheels, NOT REQUIRED - ALUMINUM WHEELS, Commercial	1
288	0651164		Wheels, Accent Stripe NOT REQUIRED	1
289	0581434		Transit Coating, Carwell, Corrosion Protection, Including Underside	1
290	0007230		Compartment, Painted, Spatter Gray	1
291	0544132		Reflective Band, 1"-4"-1", Separate Roll-up Door & Cab/Body Color	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - m) red	
292	0007357		Reflective on Front Bumper	1
293	0623221		Stripe, Chevron, Rear, Reflexite, BX/Wet Side Tanker, Upper Section	1
			Color, Reflexite Band - B - L2 Fluorescent Lime	
294	0688796		Stripe, Reflective, Chevron, DG, Match Rear, Cab Drs Interior, Commercial, 2dr	1
			Size, Chevron Striping - 04	
295	0033179		Lettering Specifications, Reflective	1
296	0686162		Lettering, Reflective, 3.00", Each	6
			Qty, Lettering - 06	
			Outline, Lettering - Outline	
297	0686002		Lettering, Reflective, 8.00", Each	6
			Qty, Lettering - 06	
			Outline, Lettering - Outline	
298	0686013		Lettering, Reflective, 6.00", Each	3
			Qty, Lettering - 03	
			Outline, Lettering - Outline	

Line	Option	Type	Option Description	Qty
299	0661571	SP	Emblem, Maltese Cross, Reflective, 18"-20", Each Qty, - 01 Location, Emblem - REAR - SEE LP	1
300	0684185		Emblem, Maltese Cross, Reflective, 12"-14", Pair Qty, - 01 Location, Emblem - CAB DOORS	1
301	0634098		Pricing Adjustment - Body - NOT REQUIRED - BX	1
302	0634097		Pricing Adjustment - Chassis - NOT REQUIRED - BX	1
303	0766245		Manual, Fire Apparatus Parts, USB, Body Parts Only, Commercial Product	1
304	0766243		Manual on USB Flash Drive, Service, Commercial	1
305	0002902		Manual, Commercial Chassis Operation	1
306	0080008		Warranty, Basic, 1 Year, Apparatus, Commercial Chassis, WA0008	1
307	0638262		Warranty, Basic Vehicle, 5 yrs/100,000 Miles, BX Product	1
308	0595282		Warranty, Cab Paint, As Provided By Chassis Manufacturer, Commercial	1
309	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
310	0021516		Warranty, 5-Year EVS Transmission, Standard Comm, WA0187	1
311	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
312	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
313	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
314	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
315	0657990		Warranty, Foam System, Husky 3, WA0231	1
316	0639510		Warranty, Water Tank, Lifetime, ProPoly, Poly Tank	1
317	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
318	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
319	0683627		Certification, Vehicle Stability, CD0156	1
320	0544897		Certification, Cab Integrity, Freightliner, CD0022	1
321	0545073		Amp Draw Report, NFPA Current Edition	1
322	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
323	0000017		FLORIDA DIVISION BODY	1
324	0000015		FLORIDA DIVISION COMMERCIAL CHASSIS	1
325	0004713		ENGINE, OTHER	1
326	0046395		EVS 3000 Series TRANSMISSION	1
327	0020011		WATEROUS PUMP	1
328	0089358		DRY SIDE - TANK	1
329	0028048		FOAM SYSTEM	1
330	0020006		SIDE CONTROL	1
331	0020007		AKRON VALVES	1
332	0658751		PUMPER BASE	1



August 8, 2023

Dear Jenna Covington, PE, Mr. Billy George, PE and Mr. R.J. Muraski, PMP,

This is a formal request to become a direct customer with North Texas Municipal District.

We desire the right to provide water service to the city limits and extraterritorial jurisdiction of McLendon-Chisholm. McLendon-Chisholm is complying with the provisions of Chapter 13 of the Texas Water Code, as applicable, and the corresponding Texas Public Utility Commission (PUC) regulations.

RCH Water Supply Corporation no longer has any administrative employee, officer or agent to carry out its day-to-day operations and business affairs, including, but not limited to: repair and maintenance of its system, water meter reading, or water billing, and this has negatively impacted its ability to provide water service to the area and customers served by RCH.

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

We will work with our engineers to address infrastructure improvements once we are granted by the Public Utility Commission to confirm we will be allowed to service the area requested.

Our engineers currently are working on proposing to the McLendon-Chisholm City Council delivery point options to consider and to propose connecting to a NTMWD southernline. Upon City Council approval items such as the following requirements: a preliminary plan showing the proposal location for the new Delivery Point, request for additional volume per the NTMWD specifications, buildout worksheets, tabular forms of projections of anticipated growth, zoning information, expected demand, map of the water distribution system engineering study, etc. will be submitted.

In addition to that, we expect to provide adequate storage for receiving additional water at the Delivery Point. We will provide data and calculations that we have adequate ground storage at the NTMWD Delivery Point site to meet maximum hour demand versus maximum day demand recommendations. Also, we will provide adequate land area for construction of a metering station point and/or on the new delivery site.

We are excited to work with you and NTMWD Planning Department to assist us and to meet requirements.

Thank you for the hard work and dedication to our region.

Sincerely,

Keith Short, Mayor
City of McLendon-Chisholm

ORDINANCE NO. 2023-05

AN ORDINANCE GRANTING TO RCH WATER SUPPLY, INC., THE RIGHT, PRIVILEGE AND NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MCLENDON-CHISHOLM, TEXAS THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF POTABLE WATER; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. GRANT OF AUTHORITY. Subject to the terms, conditions and provisions of this ordinance, 182.025 (a) and (b) of the Texas Tax Code, the right, privilege and non-exclusive franchise is hereby granted to RCH Water Supply, Inc., to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the Public Rights-of-Way of the City of McLendon-Chisholm, Texas for the transportation, delivery, sale and distribution of potable water within the corporate limits of the City of McLendon-Chisholm, as the same are now and as the same may from time to time be extended. This ordinance may be referred to hereinafter as “this ordinance” or “this “Franchise.”

SECTION 2. DEFINITIONS.

2.1 “City” shall mean the City of McLendon-Chisholm, Texas, a type A general law municipal corporation.

2.2 “RCH” shall mean RCH Water Supply, Inc, a Water Supply (“WSC”) established pursuant to applicable provisions of the Texas Water Code. RCH does not mean any other assignee, business organization, entity or person, any of which shall have no right, privilege or franchise granted hereunder.

2.3 “Emergency Operations” means operations or repairs of facilities to prevent imminent harm to the health, safety, or welfare of persons or property.

2.4 “Facilities” shall mean pipes, pipelines, water mains, laterals, feeders, regulators, meters, fixtures, connections and attachments and other associated equipment and appurtenances, used in or incident to providing transportation, distribution, supply and sales of potable water to serve retail customers of RCH.

2.5 “Gross Receipts” shall mean all amounts classified as water service revenues collected by RCH from RCH’s Members for the provision of Water Utility Service received by RCH’s Members at a location within the City. The term “Gross Receipts” shall exclude: revenue billed but not received; reimbursements for damage to the Water Utility System; reimbursements for relocation cost of moving the Water Utility System; contributions in aid of construction; advances in aid of construction; line extension charges in the form of one-time payments or monthly facilities charges; taxes; revenues from materials or equipment sales; principal and interest payments on amounts loaned by the Company; membership fees; deposits; revenues and receipts received from electric utilities for the use of RCH transmission lines, Water Utility System, and wholesale distribution sales; rental or fees paid by third parties for joint use attachments to or other use of the Water Utility System; other miscellaneous non-operating revenues and receipts not directly related to the provision of Water Service (i.e. interest income on RCH bank accounts); or any receipts required to be remitted by the RCH to third parties.

2.6 “Public Rights-of-Way” shall mean the areas in, under, upon, over, across, and along any and all of the present and future streets or streams now or hereafter owned or controlled by City.

2.7 “Routine Maintenance” shall mean, non-emergency repairs, not taking longer than 6 hours on City designated major thoroughfares and in public school zones between 9 a.m. and 3 p.m., and not taking longer than 10 hours on other Public Rights-of-Way between 8 a.m. and 6 p.m. where the paved surface of the rights-of-way, including the sidewalk and curbs, is not broken and there is no trenching in the unpaved surfaces of the Public Rights-of-Way beyond 24 inches.

2.8 “Street” shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

2.9 “Transport Customer” means any person or entity for whom RCH transports water through the distribution system of RCH within the corporate limits of the City for consumption within the corporate limits of the City.

SECTION 3. TERM OF FRANCHISE. This Non-Exclusive Franchise shall become effective on the Effective Date described in Section 22 and shall be in full force and effect for a term of five (5) years.

SECTION 4. CONSTRUCTION AND MAINTENANCE OF WATER DISTRIBUTION SYSTEM.

4.1 All Facilities installed by RCH in a Public Right-of-Way shall be of sound material and good quality and shall be laid so that they will cause the least interference with traffic over the Public Rights-of-Way, the artificial drainage of the City or its underground or overhead fixtures and public utilities, or with navigation in or the natural drainage of any stream. All Facilities shall be installed, maintained, and repaired in accordance with applicable Federal, State

and City laws, codes and regulations and in accordance with accepted industry standards in effect at the time RCH performs construction, maintenance, and repair activities.

4.2 RCH shall conduct its maintenance, repair, construction and similar activity in a manner that will cause the least interference with the use of public or private property.

4.3 Within the Public Rights-of-Way, the location, relocation, and route of the Facilities by RCH shall be subject to the reasonable and proper regulation, direction and control of the City or the City official to whom such duties have been delegated.

4.4 At least annually, RCH will provide current maps detailing the location of RCH's Facilities in the corporate limits of the City. In addition, when the City is undertaking any installation or maintenance of public improvements that may involve excavation, upon written request from the City, RCH will promptly provide detailed maps of RCH's Facilities, if any, within the limits of the City's undertaking.

4.5 Unless otherwise stated herein, RCH shall comply with all applicable laws and provisions of ordinances of the City regarding construction within or on a Public Right-of Way.

SECTION 5. PERMITS.

5.1 Permit Applications. Except as indicated below, RCH and its contractors shall file an application for a permit indicating the dates, location, and nature of all work to be performed on its Facilities within the Public Rights-of-Way. Unless otherwise stated herein, the City shall approve or deny the permit application within ten (10) days of RCH's submission of its application or be deemed granted. RCH and contractors performing work for RCH shall not be required to pay any fee to perform work on RCH's Facilities, or park within the Streets and other Public Rights-of-Way, other than the fees set forth in Section 8 of this Franchise ordinance.

5.2 Major Construction. RCH shall not engage in the removal, retirement, abandonment, replacement, extension or installation of Facilities involving open trenching, excavating, boring, cutting, and the like in, under, upon, over, across, or along paved Streets, alleys, public way or place or any Public Rights-of-Way without first filing an application for a permit at least thirty (30) days prior to the start date of construction. Such permit shall include the scope and duration of the work, necessary maps, site and civil drawings, and traffic control plans, if applicable. The City shall approve or deny the permit application within thirty (30) days of RCH's submission of its application or be deemed granted.

5.3 Emergency Operations. In the event RCH determines there is a need to initiate Emergency Operations, RCH may act without any prior notice or permit, but shall provide notice on the first working day following RCH's completion of Emergency Operations. Such notice shall include the required permit information provided herein that corresponds to the type of work performed during the emergency. The notification of police or fire departments when initiating such Emergency Operations shall be at RCH's sole discretion and judgment.

5.4 Routine Maintenance. No permit shall be required to perform any Routine Maintenance.

5.5 City Requested Relocations. RCH and contractors performing work for RCH shall not be required to obtain any permits for relocations of Facilities requested by the City, provided that the relocated Facilities are placed in the location designated by the City and the relocation is otherwise in accordance with the City's request to relocate.

SECTION 6. STREETS TO BE RESTORED TO GOOD CONDITION.

6.1 Following completion of work in the Public Rights-of-Way, RCH shall repair the affected Public Rights-of-Way as soon as possible and shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. No Street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

6.2 RCH shall ensure the quality of the restoration workmanship for one (1) year following the completion of the restoration. During the one-year maintenance period, the RCH shall remedy any area repaired by RCH when directed to do so by City in the event of a pavement failure.

6.3 During RCH's installation of its Facilities in a Public Right-of-Way, the City may, at its cost, place its facilities in the trenches in the Right of Way occupied by RCH's Facilities, provided the City pays any incremental increase in cost incurred by RCH for trenching necessary to accommodate such City facilities. Such activity must be technically, commercially, and economically feasible and not in violation of state or federal regulations or industry safety standards.

6.4 The City expressly reserves the right to change grades, construct, widen or relocate Streets and other public facilities as provided in Section 14.

6.5 RCH, in constructing, maintaining or repairing its Facilities, shall not interfere with any public utility facilities in any public property except with the consent and direction of the City Manager or his designee. The right of RCH to use any area of public property shall in no way affect the right of the City or its agents to maintain, construct, repair, or operate any pavement, curbs, gutters, wires, cables, water or sewer pipes, or electric distribution facilities owned by the City and located within or near the public property.

SECTION 7. QUALITY OF SERVICE. The service furnished hereunder to the City and its inhabitants shall be in accordance with the quality-of-service rules of the Railroad Commission of Texas and all other applicable local, state and federal regulations. RCH shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this Franchise. An

exception to this requirement is automatically in effect, but only for so long as is necessary, when caused by a shortage in materials, supplies and equipment beyond the control of RCH as a result of fires, strikes, riots, storms, floods and other casualties, governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual demands for service. In any of such events, RCH shall do all things reasonably within its power to restore normal service as quickly as practicable.

SECTION 8. PAYMENT TO THE CITY.

8.1 In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the City in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the streets, alleys, and public places of the City, and in lieu of any inspection fee, RCH agrees to pay to the City Franchise fees in the amount and manner described herein.

8.2 RCH agrees to pay to the City quarterly during the continuance of this Non-Exclusive Franchise a sum of money equal to two percent (2%) of RCH's gross receipts for the preceding calendar quarter received by RCH from the sale of water within the corporate limits of the City. The non-exclusive franchise fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received and transportation volumes delivered by RCH after the Effective Date of this Franchise. In no event shall RCH be required to remit to the City Franchise fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Clerk shall deliver to RCH a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

SECTION 9. ANNEXATIONS BY CITY. This Franchise shall extend to and include any and all territory that is annexed by the City during the term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, RCH shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of McLendon-Chisholm. After such sixty (60) day period the payment provisions specified in Section 8 of this Franchise shall apply to gross receipts and transport fees received by RCH from customers located within such annexed territory. RCH shall true-up its map of City boundaries to the City's map on an annual basis.

SECTION 10. NON-EXCLUSIVE FRANCHISE. Nothing contained in this Franchise shall ever be construed as conferring upon RCH any exclusive rights or privileges of any nature whatsoever.

SECTION 11. COMPLIANCE AND REMEDIES.

11.1 Right to Terminate. In addition to any rights set out elsewhere in this Ordinance, City reserves the right to terminate the Franchise and all rights and privileges pertaining thereto, in the event that RCH violates any material provision of the Franchise.

11.2 In the event RCH by act or omission violates any material term, condition or provision of this Franchise, the City shall notify RCH in writing of such violation. Should RCH fail or refuse to correct any such violation within thirty (30) days from the date of City's notice, the City shall, upon written notification to RCH, have the right to terminate this agreement. Any such termination and cancellation shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, RCH must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise RCH that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date and place of the hearing.

11.2 Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, RCH shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

11.3 The rights and remedies of the City and RCH set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity. The City's or RCH's exercise of any particular remedy shall not constitute a waiver of their rights to exercise any other remedy.

SECTION 12. RESERVATION OF POWERS. Except as otherwise provided in this Non-Exclusive Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Ordinances of the City of McLendon-Chisholm or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by RCH; and RCH, by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

SECTION 13. INDEMNITY. TO THE EXTENT PERMITTED BY LAW, RCH, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND

ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF RCH'S WATER DISTRIBUTION SYSTEM, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF RCH OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF RCH OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND RCH OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, RCH OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

SECTION 14. RELOCATION OF FACILITIES. RCH shall, upon written request of the City, relocate its Facilities within Public Rights-of-Way at RCH's own expense, exclusive of Facilities installed for service directly to the City, whenever such shall be reasonably necessary on account of the widening, change of grade, or relocation by the City of Streets or Public Rights-of-Way, or construction or relocation by the City of City utility infrastructure or drainage facilities. The City shall bear the costs of all relocations of Facilities installed for service directly to the City and of any relocation of other Facilities requested by the City for reasons other than the widening, change of grade, or relocation by the City of Streets or Public Rights-of-Way, or construction or relocation by the City of City utility lines or drainage facilities.

SECTION 15. GOVERNMENTAL FUNCTION. All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

SECTION 16. RECORDS AND REPORTS.

16.1 Books of Account. RCH shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at RCH's principal office in Rockwall, Texas.

16.2 Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the Franchise fee. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to RCH's operations under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request.

16.3 Interest on Underpayments and Overpayments.

16.3.1 Amounts due to City for late payments shall include interest, compounded daily equal to the return on equity plus three percent (3%) granted to RCH in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City, provided such interest will not exceed the maximum interest rate allowed under applicable law.

16.3.2 If the City identifies, as a result of a franchise fee compliance review, amounts owed by RCH from prior periods or prior underpayments, then RCH shall pay simple interest on such amounts equal to the return on equity granted to RCH in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. Said interest shall be payable on such sums from the date the initial payment was due until it is paid and shall not be billed to customers.

16.3.3 Amounts due from RCH for past overpayments shall include simple interest equal to the return on equity granted to RCH in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City; provided, however, if there is a change in the approved return on equity during the time period subject to the City's audit or inquiry, then for each time period during which there was an overpayment, the approved return on equity in effect during such time period shall be used in calculating interest under this subparagraph (c). Interest payable on such sums shall be credited to customers.

SECTION 17. EASEMENT. In consideration for the compensation set forth in Section 8, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by RCH pursuant to this Franchise, City, except where relocation is required under Section 14, to the extent of its right to do so, shall first grant RCH an easement for such use and the sale, conveyance, or surrender of possession of the Public Right of-Way shall be subject to the right and continued use of RCH.

SECTION 18. WRITTEN ACCEPTANCE. RCH shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Secretary of the City of McLendon-Chisholm a written statement signed in its name and behalf in substantially the following form:

"To the Honorable Mayor: and City Council of the City of McLendon-Chisholm:

RCH Water Supply, Inc., hereby accepts the attached non-exclusive Franchise ordinance and agrees to be bound by all of its terms and provisions."

_____,
DBA _____

By: _____
[Name and Title]

Dated this _____ day of _____ 2023.”

SECTION 19. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of McLendon-Chisholm in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

SECTION 20. NOTICES. Every notice, order, petition, documents or other direction or communication to be served upon the City or RCH shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested.

Every such communication to RCH shall be sent to:

RCH Water Supply, Inc.
Attn: David Naylor
PO BOX 2318
Rockwall, Texas 75087

Every such communication to the City or the City Council shall be sent to:

City of McLendon-Chisholm, Texas
Attn: Mayor Keith Short
1371 West FM 550
McLendon-Chisholm, Texas 75032

With a Copy to:

City of McLendon-Chisholm, Texas
Attn: City Administrator
1371 West FM 550
McLendon-Chisholm, Texas 75032

SECTION 21. PUBLICATION, PASSAGE AND EFFECTIVE DATE. This Franchise, having been published once before first reading, shall take effect and be in force thirty (30) days after final passage and timely receipt of RCH’s acceptance under Section 18 ("Effective Date").

SECTION 22. PRIOR AGREEMENTS. This Franchise supersedes any agreements, oral or written, between the City and RCH.

SECTION 23. APPLICABLE LAW AND VENUE. This Franchise shall be construed and interpreted under the laws of the state of Texas. Venue for any legal proceedings arising under this Franchise shall lie in the state courts located in Rockwall County, Texas having appropriate jurisdiction.

SECTION 24. COMPLIANCE WITH ORDINANCES. This Non-Exclusive Franchise, the rights granted hereby and the operations and activities performed by RCH pursuant hereto shall be subject to applicable provisions of the City's Code of Ordinances. Except to the extent otherwise expressly provided herein, the Franchise and rights granted hereby and the operations and activities performed by RCH pursuant hereto, shall be subject to all valid ordinances and regulations of the City insofar as such ordinances and regulations: (a) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the Franchise and right granted to RCH hereby; (b) do not conflict with or are not inconsistent with the terms and provisions contained in this ordinance; or (c) prevent or interfere with RCH's federal and state regulatory obligations. All such conflicting or inconsistent ordinances are hereby repealed to the extent of such conflict or inconsistency.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on the 8th day of August 2023.

ATTEST:

APPROVED:

Rochelle Green, City Secretary

Keith Short, Mayor