

BOIS D'ARC MUNICIPAL UTILITY DISTRICT
14101 E FM 1396
HONEY GROVE, TEXAS 75446
(903) 378-7361

NOTICE OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

DATE: Friday, December 18, 2020 at 9:00 AM

LOCATION: For the health and safety of the public during the COVID-19 pandemic, the District's Board of Directors will meet via Zoom, and the public can join via the following:

- ZOOM Cloud Meetings app (mobile device), **enter Meeting ID: 833 7382 0534, and enter Passcode: 551830**
- ZOOM teleconference by **dialing the toll-free number: +1 346 248 7799, then, enter: 833 7382 0534# 0# 551830#**
- <https://us02web.zoom.us/j/83373820534?pwd=VUJzMTF4QTFTNVg2dTNBL1ZYWFRaUT09>

AGENDA

1. Call to Order and Declaration of Quorum.
2. Public Comments (Limit of 3 minutes per speaker).
3. Discuss and take action on consent items consisting of:
 - a. Minutes of the November 20, 2020 Board Meeting
 - b. District's monthly financials for November 2020
4. Update and/or presentation by the District's Engineer including status of the Lower Bois D'Arc Reservoir Projects / North Texas Municipal Water District (NTMWD) and other District projects.
 - a. Discuss and take action to approve Pay Application #1 from Underwood Inc. for US 82 Waterline project.
 - b. Discuss and take action regarding Fourth Amendment of the Settlement Agreement between NTMWD and Bois D'Arc MUD and the related Non-standard Service Contract.
5. Discuss and take action regarding the Non-standard Service Contract by and between the District and Don and Elsie Hooten for service to 2825 CR 2975, Dodd City, Texas 75438.
6. Discuss and take action regarding the removal of the District's old Carson Tower, the Water Tower and Lease Agreements with 903 Broadband and Zulu Internet, and related matters.
7. Discuss monthly reports and updates from staff and consultants, including Managers' Reports, Policies and Procedures, Budget Committee, and Attorney's Report.
8. Discuss and take action regarding District employee uniforms and laundry services.
9. Discuss and take action regarding Resolution No. 2020-003, adopting the District's Annual Budget for Fiscal Year beginning January 1, 2021 and Ending December 31, 2021, and providing an effective date.

10. Discuss and take action regarding Resolution No. 2020-004, amending Section 7 of the District's Employee Handbook regarding notice for Paid Time Off (PTO) and Leave.
11. Adjournment.

CERTIFICATION

I certify this Notice of Meeting was posted on December 15, 2020, at 8:52 AM/PM, in the front window of the regular office of Bois D'Arc MUD, located at 14101 East FM 1396 Honey Grove, Fannin County, Texas, facing the outside and visible and accessible to the Public at all times, and on the District's website, and remained posted at least 72 hours before said Meeting.

By: Melinda Gibbs
Melinda Gibbs, Office Manager

Notes to the Agenda

Notice is hereby given that the Board of Directors of Bois D'Arc Municipal Utility District may discuss, consider, and take all necessary action, including expenditure of funds, regarding each of the agenda items.

The Board of Directors reserves the right to recess into Executive Session at any time during the meeting concerning any item listed on this Agenda whenever it is considered necessary and legally justified under the Texas Open Meetings Act, Texas Government Code Section 551.001 et. seq., for any and all purposes permitted by the Act, including but not limited to the following: Section 551.071 - consultation with the District's Attorney; Section 551.072 - deliberations regarding real property; Section 551.074 - deliberations regarding personnel matters of a public officer or employee.

Person with disabilities who plan to attend the meeting and who may need assistance should call the office Manager at 903-378-7361 at least two working days prior to the meeting so that appropriate arrangements can be made.

BOIS D'ARC MUNICIPAL UTILITY DISTRICT
14101 E FM 1396
HONEY GROVE, TEXAS 75446
(903) 378-7361

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

DATE: Friday, November 20, 2020 at 9:00 AM

LOCATION: Allens Chapel Community Center, NW corner of CR 2980 and FM 1396, Honey Grove, Texas

1. Call to Order and Declaration of Quorum.

The meeting was called to order by Bob Payne at 9:02 a.m. and a quorum was declared with the following Board Directors present: Bob Payne, Donna Ryser, Brad Lane, J.W. Caraway, and Larry Franklin. Directors Rhonda Grubbs Cunningham and Gary Vincent were absent.

District staff present: Office Manager Melinda Gibbs and Field Manager Hayden Lane.

Consultants present: Engineer Jacob Dupuis and Attorney Maria Huynh.

Visitors present: Billy Bob Stephens and Dustin Sparkman.

2. Public Comments (Limit of 3 minutes per speaker).

None.

3. Discuss and take action regarding water service to 2244 E. US Hwy 82, Dodd City, TX owned by Dustin Sparkman.

Mr. Sparkman spoke to the Board and District's staff and consultants regarding non-standard service requirements to receive water to his property. No action was needed or taken, as the District's procedure for non-standard service will be followed.

4. Discuss and take action on consent items consisting of:

a. Minutes of the October 16, 2020 Board Meeting

After review, Donna Ryser made the motion to approve the Minutes as presented, and Brad Lane seconded. A vote was taken and the motion passed unanimously.

b. District's monthly financials for October 2020

After review, Brad Lane made the motion to approve the Minutes as presented, and Donna Ryser seconded. A vote was taken and the motion passed unanimously.

5. Update and/or presentation by the District's Engineer including status of the Lower Bois D'Arc Reservoir Projects / North Texas Municipal Water District (NTMWD) and other District projects.

Engineer Jacob Dupuis updated the Board with the status of the remaining NTMWD Projects.

a. Discuss and take action to approve Change Order #2 from McWhorter Backhoe Service for Waterline Projects on CR 2950 & CR 2900.

After presentation and review, Donna Ryser made the motion to approve the Change Order as presented, and J.W. Caraway seconded. After a vote, the motion passed unanimously.

b. Discuss and take action to approve Pay Application #4 from McWhorter Backhoe Service for Waterline Projects on CR 2950 & CR 2900.

After presentation and review, Donna Ryser made the motion to approve the Pay Application as presented, and Brad Lane seconded. A vote was taken and the motion passed unanimously.

c. Discuss and take action to award bid for tank inspection, rehabilitation, and painting of the District's four ground storage tanks.

After review of the qualified bids, including presentation and recommendation by the District's Engineers, Larry Franklin made the motion to award the bid to CTEX Construction as presented, and Donna Ryser seconded. A vote was taken and the motion passed unanimously.

6. Discuss and take action regarding Fourth Amendment of the Settlement Agreement between NTMWD and the District.

After presentation by Jacob Dupuis and review, J.W. Caraway made the motion to approve the Fourth Amendment as presented, which include the proposed revisions by the District's Engineers. Larry Franklin seconded the motion. A vote was taken and the motion passed unanimously.

7. Discuss monthly reports and updates from staff and consultants, including Engineer's Report, Managers' Reports, Policies and Procedures, Budget Committee, and Attorney's Report.

Engineer reported: company contacted for possible removal of Carson Tower provides this type of work nationally and will need to coordinate timing for efficiency with other removal projects nearby.

Field Manager reported: Dodd City has fixed its well but is not providing water to the District.

8. Discuss and take action regarding employees' notice of leave/vacation/paid time off (PTO).

After discussion, the item was tabled. Attorney will prepare a resolution for next month.

9. Recess into Executive Session pursuant to Tex. Gov't Code Section 551.071 Consultations with Attorney and Section 551.074 Deliberations regarding Personnel Matters. Reconvene into Open Session.

At 9:46 AM, the Board entered Executive Session as announced by Bob Payne. At 9:51 AM, the Board reconvened into Open Session.

a. Discuss and take action regarding vacation/PTO of Office Manager Melinda Gibbs.

After discussion, Donna Ryser made the motion to approve paying Melinda Gibbs the accumulated paid time off (PTO) in 2020 exceeding the rollover amount of hours indicated in the Employee Handbook, due to the extenuating circumstances of COVID-19 and the inability of the part-time employee Robin Shipman to work. Brad Lane seconded the motion. After a vote was taken, the motion passed unanimously.

10. Adjournment.

Donna Ryser made the motion to adjourn, seconded by Larry Franklin. A vote was taken and the motion passed unanimously. The meeting was adjourned at 9:56 AM.

APPROVED by the Board of Directors of Bois D'Arc Municipal Utility District, Fannin County, Texas, on this 18th day of December, 2020.

[District seal]

Gary Vincent, Secretary-Treasurer

McClanahan and Holmes, LLP
CERTIFIED PUBLIC ACCOUNTANTS

STEVEN W. MOHUNDRO, CPA
GEORGE H. STRUVE, CPA
ANDREW B. REICH, CPA
RUSSELL P. WOOD, CPA
DEBRA J. WILDER, CPA
TEFFANY A. KAVANUAGH, CPA
APRIL J. HATFIELD, CPA

228 SIXTH STREET S.E.
PARIS, TEXAS 75460
903-784-4316
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304 WEST CHESTNUT
DENISON, TEXAS 75020
903-465-6070
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1400 WEST RUSSELL
BONHAM, TEXAS 75418
903-583-5574
FAX 903-583-9453

Bois D'Arc Municipal Utility District
Honey Grove, Texas

Management is responsible for the accompanying financial statements of Bois D'Arc Municipal Utility District, which comprise the statement of assets, liabilities and net position - cash basis as of November 30, 2020, and the related statements of revenues and expenses actual and budget - cash basis for the one month and eleven months then ended, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The cash basis of accounting requires that the current portion of long-term liabilities be separately disclosed. Management has informed us that the current portion of long-term liabilities has not been separately disclosed. Management has not determined the effects of this departure on the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

McClanahan and Holmes, LLP
Certified Public Accountants

Paris, Texas
December 3, 2020

Bois D'Arc Municipal Utility District
Statement of Assets, Liabilities and Net Position - Cash Basis
November 30, 2020

Assets

Current Assets		
Cash	\$ 2,561,460.33	
Restricted Assets		
Cash	85,087.40	
Investments	<u>180,388.26</u>	
Total Current Assets		\$ 2,826,935.99
Capital Assets, Net of Accumulated Depreciation		<u>5,697,317.48</u>
Total Assets		<u>\$ 8,524,253.47</u>

Liabilities and Equity

Current Liabilities		
Payroll Tax Payable	\$ 10.75	
VFD Contribution Payable	2,042.00	
RRGWCD Payable	780.26	
TCEQ Payable	3,315.13	
Meter Deposits Payable	<u>81,108.86</u>	
Total Current Liabilities		\$ 87,257.00
Non Current Liabilities		
Bonds Payable	1,695,000.00	
Notes Payable	<u>5,312.67</u>	
Total Non Current Liabilities		1,700,312.67
Equity Accounts		
Retained Earnings	7,415,732.93	
Current Period Income (Loss)	<u>(679,049.13)</u>	
Total Equity		<u>6,736,683.80</u>
Total Liabilities and Equity		<u>\$ 8,524,253.47</u>

Bois D'Arc Municipal Utility District
 Statements of Revenues and Expenses Actual and Budget - Cash Basis
 One Month and Eleven Months Ended November 30, 2020

	One Month Ended 11/30/20 <u>Actual</u>	One Month Ended 11/30/20 <u>Budget</u>	Over / (Under) <u>Budget</u>	Eleven Months Ended 11/30/20 <u>Actual</u>	Eleven Months Ended 11/30/20 <u>Budget</u>	Over / (Under) <u>Budget</u>
Income						
Income - Water Sales	\$ 57,423.87	\$ 55,700.00	\$ 1,723.87	\$ 664,209.97	\$ 626,150.00	\$ 38,059.97
Income - Construction Purchased Water	0.00	5,000.00	(5,000.00)	8,429.50	34,050.00	(25,620.50)
Income - Late Charges	1,150.00	1,500.00	(350.00)	11,910.00	14,350.00	(2,440.00)
Income - Meter Sets	0.00	5,000.00	(5,000.00)	48,600.00	27,900.00	20,700.00
Income - Reconnect / Disconnect	125.00	200.00	(75.00)	602.00	1,515.00	(913.00)
Income - Road Bore / Crossing	0.00	500.00	(500.00)	5,400.00	4,300.00	1,100.00
Income - Line Extension Standard	0.00	0.00	0.00	9,083.22	0.00	9,083.22
Income - Transfers	390.00	100.00	290.00	3,955.00	1,425.00	2,530.00
Income - Returned Check Fee	0.00	0.00	0.00	350.00	325.00	25.00
Income - Miscellaneous	0.00	0.00	0.00	1,457.88	3,170.00	(1,712.12)
Income - Misc Fee / Charges	262.99	400.00	(137.01)	1,394.02	615.00	779.02
Total Income	<u>59,351.86</u>	<u>68,400.00</u>	<u>(9,048.14)</u>	<u>755,391.59</u>	<u>713,800.00</u>	<u>41,591.59</u>
Operating Expenses						
General Operating Supplies	7,840.56	6,500.00	1,340.56	53,979.57	57,500.00	(3,520.43)
Salaries	12,074.25	16,000.00	(3,925.75)	145,151.17	166,500.00	(21,348.83)
Payroll Taxes	921.66	1,100.00	(178.34)	11,659.17	13,550.00	(1,890.83)
Water Purchased	0.00	2,500.00	(2,500.00)	17,644.40	20,980.00	(3,335.60)
Water Samples	865.94	350.00	515.94	1,999.94	2,985.00	(985.06)
Repairs and Maintenance	6,992.72	700.00	6,292.72	18,391.77	21,025.00	(2,633.23)
Vehicle Expense	0.00	350.00	(350.00)	3,469.98	8,890.00	(5,420.02)
Office Expense and Supplies	1,434.66	400.00	1,034.66	12,369.94	11,400.00	969.94
Bank Fees	23.00	20.00	3.00	385.98	440.00	(54.02)
TCEQ Systems Fees	0.00	2,800.00	(2,800.00)	0.00	2,850.00	(2,850.00)
USDA Line Fee	300.94	300.00	0.94	300.94	300.00	0.94
Accounting Expense	1,117.00	1,500.00	(383.00)	29,878.00	13,400.00	16,478.00
Legal Expense	2,162.50	3,000.00	(837.50)	25,479.90	26,400.00	(920.10)
License, Dues and Fees	1,117.25	1,200.00	(82.75)	6,492.11	4,665.00	1,827.11
Telephone Expense	185.11	600.00	(414.89)	3,331.08	5,010.00	(1,678.92)
Consulting Fees	2,317.31	4,635.00	(2,317.69)	50,980.82	48,664.00	2,316.82
Contract Labor	0.00	1,250.00	(1,250.00)	0.00	13,750.00	(13,750.00)
Fuel Expense	558.09	1,200.00	(641.91)	8,272.90	9,920.00	(1,647.10)

See Accountants' Compilation Report

Bois D'Arc Municipal Utility District
 Statements of Revenues and Expenses Actual and Budget - Cash Basis
 One Month and Eleven Months Ended November 30, 2020

	One Month Ended 11/30/20 <u>Actual</u>	One Month Ended 11/30/20 <u>Budget</u>	Over / (Under) <u>Budget</u>	Eleven Months Ended 11/30/20 <u>Actual</u>	Eleven Months Ended 11/30/20 <u>Budget</u>	Over / (Under) <u>Budget</u>
Engineering	0.00	400.00	(400.00)	4,144.67	5,083.00	(938.33)
Chemicals	1,070.00	700.00	370.00	6,848.00	6,850.00	(2.00)
Advertising and Promotional	0.00	125.00	(125.00)	260.08	1,375.00	(1,114.92)
Insurance Expense	0.00	100.00	(100.00)	11,381.72	11,500.00	(118.28)
TML IEBP - Employee Health Insurance	2,102.22	3,500.00	(1,397.78)	22,044.30	38,500.00	(16,455.70)
Utilities	3,232.23	3,500.00	(267.77)	48,013.23	50,800.00	(2,786.77)
Small Equipment Purchased	0.00	300.00	(300.00)	2,310.09	1,200.00	1,110.09
Miscellaneous Expense	337.15	300.00	37.15	1,789.74	1,995.00	(205.26)
Travel / Lodging Expense	0.00	125.00	(125.00)	108.10	1,375.00	(1,266.90)
Meal Expense	55.50	75.00	(19.50)	300.23	825.00	(524.77)
Training Expense	498.00	200.00	298.00	1,328.00	2,200.00	(872.00)
Simple IRA	259.69	350.00	(90.31)	3,536.92	3,850.00	(313.08)
Total Operating Expenses	<u>45,465.78</u>	<u>54,080.00</u>	<u>(8,614.22)</u>	<u>491,852.75</u>	<u>553,782.00</u>	<u>(61,929.25)</u>
Operating Income	<u>13,886.08</u>	<u>14,320.00</u>	<u>(433.92)</u>	<u>263,538.84</u>	<u>160,018.00</u>	<u>103,520.84</u>
Non-Operating Income (Expenses)						
Interest Earned	293.01	0.00	293.01	21,720.48	0.00	21,720.48
Other Income	500.00	0.00	500.00	5,852.00	0.00	5,852.00
LBCR Project Income	0.00	0.00	0.00	13,264.00	0.00	13,264.00
Note Payments	0.00	0.00	0.00	0.00	(5,460.00)	(5,460.00)
Water System Improvements/ LBCR Project	(75,353.34)	(12,350.00)	63,003.34	(818,043.95)	(135,850.00)	682,193.95
Interest Expense/TWDB Bond	0.00	0.00	0.00	(165,380.50)	(165,800.00)	(419.50)
Total Non-Operating Income (Expenses)	<u>(74,560.33)</u>	<u>(12,350.00)</u>	<u>62,210.33</u>	<u>(942,587.97)</u>	<u>(307,110.00)</u>	<u>635,477.97</u>
Net Income (Loss)	<u>\$ (60,674.25)</u>	<u>\$ 1,970.00</u>	<u>\$ (62,644.25)</u>	<u>\$ (679,049.13)</u>	<u>\$ (147,092.00)</u>	<u>\$ (531,957.13)</u>

Underwood, Inc.
 1899 Recreation Rd. 3
 Bonham, TX 75418
 903-583-2731

PARTIAL PAYMENT REQUEST

Pay Request No. 1 From: 11/1/20 To: 11/30/2020

Name of Owner: Bois D' Arc MUD

Owner's Address: 14101 E FM 1396, Honey Grove, TX 75446

Engineer: Daniel & Brown, Inc.

Engineer's Address: 118 McKinney St, Farmersville, TX 75442

Project Name: Hwy 82 Waterline Improvements

Project Number:

Contract Price (Including Change Orders): \$499,406.25

Item No.	Description of Item	Original Bid Quantity	Original Bid Unit Price	Quantity Completed This Month	Total Quantity Completed	Total Value Completed
1	Furnish & Install 8" SDR 21 PVC waterline w/ appurtenances.	13,365	\$16.00			0.00
2	Furnish & Install 14" SDR 26 PVC waterline and 8" SDR 21 PVC yelomine carrier pipe w/ appurtenances.	300	\$45.00			0.00
3	Furnish & Install county road bore w/ 14" SDR 26 yelomine pipe encasement & 8" SDR 21 yelomine carrier pipe w/ appurtenances.	150	\$115.00			0.00
4	Furnish & Install FM road bore w/ 14" Std, scgedyke steel encasement & 8" SDR 21 yelomine carrier pipe.	185	\$215.00			0.00
5	Furnish & Install creek bore with 14" SDR 26 yelomine pipe encasement wand 8" SDR 21 yelomine carrier pipe w/ appurtenances.	1,350	\$115.00	280.00	280.00	32,200.00
6	Open cut & repair driveway.	75	\$25.00			0.00
7	Furnish & Install 8" gate valve w/ appurtenances.	15	\$1,500.00			0.00
8	Furnish & Install flush valve assembly w/ appurtenances.	1	\$1,300.00			0.00
9	Connect new 8" waterline to existing 6" waterline.	1	\$1,500.00			0.00
10	Connect new 8" waterline to existing 8" waterline.	1	\$1,200.00			0.00
11	Furnish & Install ductile iron fittings w/ appurtenances.	.5	\$6,000.00			0.00
12	Furnish & Install tracer wire with appurtenances.	13,665	\$0.25			0.00
13	Furnish & Install test station w/ appurtenances.	15	\$100.00			0.00
14	Furnish & Install trench safety.	1	\$500.00			0.00
15	Furnish & Install erosion control.	350	\$5.00			0.00
16	Clearing of waterine installation.	4,900	\$2.50			0.00
17	Mobilization, bonding, and insurance.	1	\$9,000.00	0.78	0.78	7,020.00
TOTALS						\$39,220.00

Completed to Date: \$39,220.00
 Stored Material: \$183,309.72
 Completed and Stored to Date: \$222,529.72
 Less 5% Retainage: \$11,126.49
 Less Previous Payments: \$0.00
 Amount Due This Application: \$211,403.23

Contractor certifies that to the best of its knowledge: 1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 2) title of all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and 3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Engineer Signature and Date: _____

Owner Signature and Date: _____

Contractor Signature and Date: *David Underwood* 12/10/2020

On-Site Observer Signature and Date: _____

STORED MATERIALS SUMMARY

Description	Unit	Unit Value	Units in Storage	Value in Storage
14" SDR 26 CL 160 Yelomine Restraint Joint Pipe	LF	\$33.60	1520	\$51,072.00
8" SDR 21 CL 200 IPS Yelomine PVC Pipe	LF	\$14.12	2020	\$28,522.40
15" X 14' SDR 26 HW Sewer Piper	LF	\$20.88	210	\$4,384.80
8" SDR 21 PVC Pipe CL200	LF	\$7.20	8900	\$64,080.00
8" X 15" Center Restrained PE Casing Spacer (8" SDR 21 to 15" SDR	EA	\$29.44	52	\$1,530.88
8" X 14" Center Restrained PE Casing Spacer (8" SDR 21 CL200 yelomine to 14" .250 wall stell casing)	EA	\$23.68	33	\$781.44
8" X 14" Center Restrained PE Casing Spacer (8" SDR 21 CL200 yelomine to 14" SDR 26 CL 160 yelomine)	EA	\$23.68	288	\$6,819.84
8" X 14" Wrap Around End Seal	EA	\$56.56	22	\$1,244.32
8" X 15" Wrap Around End Seal	EA	\$61.44	2	\$122.88
2" RW IB Threaded Gate Valve	EA	\$285.73	1	\$285.73
6" MJ X FLG Gate Valve RW	EA	\$597.86	1	\$597.86
8" MJ Gate Valve	EA	\$925.18	15	\$13,877.70
#77 Maniguard Post Flushing Hydrant 4' Bury	EA	\$660.00	1	\$660.00
#77 Mushroom Lid	EA	\$14.40	13	\$187.20
8" X 6" MJ Reducer	EA	\$58.45	1	\$58.45
8" X 12" MJ L/P Sleeve	EA	\$101.54	3	\$304.62
8" MJ 90 Ell	EA	\$100.27	1	\$100.27
8" MJ 45	EA	\$81.92	11	\$901.12
8" MJ 22-1/2	EA	\$79.79	1	\$79.79
6" Tufgrip Wedge Restraint Pack	PK	\$43.48	2	\$86.96
8" Tufgrip Wedge Restraint Pack	PK	\$58.66	63	\$3,695.58
14 GA Solid CCS Tracer Wire Blue	LF	\$0.12	14000	\$1,680.00
#6 Dryconn Yellow Wire Connectors		\$1.80	30	\$54.00
6" FLG PKG Set - 304/18.8 SS	PK	\$30.00	1	\$30.00
2" X 6" Brass Nipple	EA	\$28.79	2	\$57.58
8" X 2" NPT Epoxy coated Saddle	EA	\$101.59	1	\$101.59
6" SS Tappin Sleeve	EA	\$529.91	1	\$529.91
2" X 100' Roll Wrap Tape	EA	\$7.20	12	\$86.40
2" X 1000' Detectable Tape Blue	EA	\$28.80	14	\$403.20
#5 Calcium Hypochlorite	EA	\$21.60	6	\$129.60
66" Blue Carsonite Fiberglass Marker	EA	\$40.80	7	\$285.60
Little Fink Teste Station	EA	\$27.60	15	\$414.00
Valve Lifting Device	EA	\$144.00	1	\$144.00
			0	\$0.00
			0	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL VALUE IN STORAGE				\$183,309.72

**FOURTH AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN
NORTH TEXAS MUNICIPAL WATER DISTRICT
AND BOIS D'ARC MUNICIPAL UTILITY DISTRICT**

This Fourth Amendment (the "Fourth Amendment") to that certain contract entitled "Settlement Agreement Between the North Texas Municipal Water District and Bois D' Arc Municipal Utility District" (the "Settlement Agreement"), as amended, is made and entered into by and between the North Texas Municipal Water District ("NTMWD" or the "District") and Bois D' Arc Municipal Utility District (the "MUD") (collectively, the "Parties") as of this ____ day of _____, 2020 (the "Fourth Amendment Effective Date").

RECITALS

WHEREAS, on November 14, 2014, NTMWD and the MUD entered into the Settlement Agreement, in part, to mitigate the potential impacts of Lower Bois d' Arc Creek Reservoir Project (the "Reservoir Project"), now known as Bois d' Arc Lake, on the MUD's water supply system and its ability to service certain customers on the north side of the Reservoir Project;

WHEREAS, on June 22, 2017, NTMWD and the MUD entered into the First Amendment to the Settlement Agreement between the North Texas Municipal Water District and Bois D' Arc Municipal Utility District (the "First Amendment"), on February 22, 2018, entered into the Second Amendment to the Settlement Agreement between the North Texas Municipal Water District and Bois D' Arc Municipal Utility District (the "Second Amendment"), and on April 25, 2019, entered into the Third Amendment to the Settlement Agreement between the North Texas Municipal Water District and Bois D' Arc Municipal Utility District (the "Third Amendment");

WHEREAS, pursuant to the Settlement Agreement, within sixty (60) calendar days following the issuance of a Clean Water Act Section 404 permit ("404 Permit") from the U.S. Army Corps of Engineers ("USACE") and a permit to appropriate state water in the Red River Basin and to authorize an interbasin transfer of state water to the Trinity River and Sulphur River basins (the "Water Right") from the Texas Commission on Environmental Quality ("TCEQ"), NTMWD agreed to tender a onetime payment to the MUD to mitigate impacts to the MUD;

WHEREAS, NTMWD received the 404 Permit on February 2, 2018 and commenced construction on April 27, 2018;

WHEREAS, part of the Reservoir Project includes the design and construction of the Bois d' Arc Lake Operations Center (the "BDL Operations Center");

WHEREAS, NTMWD requires water service and fire flow capacities at the BDL Operations Center and the MUD desires to provide such water service and fire flow capacities;

WHEREAS, the MUD extended a 6-inch water line located near FM 897 (the "FM 897 Line") to provide water service to the BDL Operations Center;

WHEREAS, the FM 897 Line as currently extended cannot provide fire flow capacities to the BDL Operations Center;

WHEREAS, the MUD plans to supplement the water supply to the Community of Lannius with a new 6-inch water line (the "US 82 Line") that will also supply water flows to the FM 897 Line; and

WHEREAS, the MUD desires to upsize the US 82 Line to an 8-inch water line (the "US 82 Line Improvement Project") to supply the minimum sufficient water flow and pressure to the FM 897 Line to enable the FM 897 Line to provide fire flow capacities to the BDL Operations Center.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree to the Fourth Amendment as follows:

AGREEMENT

1. Section A.3 of the Settlement Agreement, as amended, is deleted in its entirety and replaced with the following:

3. Extension of Water Line and Services to Bois d'Arc Lake Operations Center

NTMWD has compensated the MUD in the amount of \$75,840.00 for the extension of the FM 897 Line to NTMWD's BDL Operations Center. Attached as Exhibit 4 is an itemized list of the costs associated with the extension of the line.

NTMWD further agrees to compensate the MUD in an amount not to exceed \$150,000.00 from funds provided by Austin Bridge and Road, a contractor for the Reservoir Project, for the US 82 Line Improvement Project within sixty (60) days following receipt of a final invoice from the MUD for the work associated with the project.

To receive water service and fire flow capacities at the BDL Operations Center from the MUD, NTMWD agrees to submit to the MUD a completed MUD Non-Standard Service Application. Attached as Exhibit 5 is a copy of the Non-Standard Service Application.

2. Section B.3 of the Settlement Agreement, as amended, is deleted in its entirety and replaced with the following:

3. Extension of Water Line and Services to Bois d'Arc Lake Operations Center

The MUD agrees to design and construct the extension of the FM 897 Line to NTMWD's BDL Operations Center consistent with Exhibit 4. To enable the FM 897 Line to provide both water service and fire flow capacities to the BDL Operations Center, the MUD agrees to construct the US 82 Line Improvement Project. The MUD agrees that the US 82 Line Improvement Project shall enable the FM 897 Line to supply fire flow capacities to the BDL Operations Center by providing a minimum sufficient water flow and pressure to the BDL Operations Center of 250 gallons per minute and 55 pounds per square inch.

The MUD further agrees to provide water service and fire flow capacities to the BDL Operations Center. Within thirty (30) calendar days of receiving the Non-Standard Service Application from NTMWD, the MUD agrees to enter into a Non-Standard Service Contract with NTMWD to provide water service and fire flow capacities to the BDL Operations Center as provided herein. The MUD agrees that the payments made by NTMWD in Section A.3 of the Settlement Agreement, as amended, includes the Service Investigation Fee required by the Non-Standard Service Application and NTMWD shall not be required to make any payment in excess of the payments required by Section A.3 for the provision of water service and fire flow capacities to the BDL Operations Center. The FM 897 Line should provide both water service and fire flow capacities to the BDL Operations Center by early March 2021.

3. Each individual signing this Fourth Amendment hereby confirms that he/she has the authority to execute this Fourth Amendment on behalf of the Party indicated by the signature.

4. Except as to the extent amended hereby, the Settlement Agreement, as amended, remains in effect and is hereby renewed, ratified, and reaffirmed. In the event of any conflict between the terms of this Fourth Amendment and the terms of the Settlement Agreement, as amended, this Fourth Amendment shall control.

IN WITNESS THEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Fourth Amendment to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Effective Date of this Fourth Amendment.

NORTH TEXAS MUNICIPAL WATER DISTRICT

Date: _____

By: _____

Larry Parks, President of the Board

BOIS D'ARC MUNICIPAL UTILITY DISTRICT

Date: _____

By: _____

Rhonda Cunningham, President of the Board

EXHIBIT 4

EXHIBIT 5

ITEM 5

At the time of posting, the Non-standard Service Contract has not been finalized, as verification of information is pending.

The Board will receive a copy of the contract prior to the Board Meeting.

If you would like to see a copy, please request by sending an email to Office Manager Melinda Gibbs at melinda@boisdarc mud.com

WATER TOWER AND LAND LEASE AGREEMENT

This Water Tower and Land Lease Agreement (“this Lease”) is between **BOIS D’ARC MUNICIPAL UTILITY DISTRICT**, Fannin County, Texas, a political subdivision of the State of Texas (the “DISTRICT”), and **903 BROADBAND, INC.**, a Texas for-profit corporation (“TENANT”). In consideration of the terms and covenants of this Lease, and for other good and valuable consideration, the parties agree as follows:

1. **Lease Premises.** Subject to the terms and conditions of this Lease, the DISTRICT leases to TENANT and TENANT leases from the DISTRICT a certain portion of the DISTRICT’s real property described in Exhibit A (the “Property”), attached hereto for all purposes herein, subject to all existing easements, covenants, conditions and restrictions of record, if any, which the Property is owned by the DISTRICT and is located in Fannin County, Texas. The DISTRICT also leases to TENANT and TENANT leases from the DISTRICT certain space on the DISTRICT owned water tower, commonly known as the Carson Tower (the “Tower”) located on the Property, in which the specifications of the permitted lease area on the Tower is provided in Exhibit B, attached hereto and incorporated for all purposes herein.

2. **Lease Terms.**

(a) **Initial Term.** This Lease shall be effective as of the latest date of execution of the parties herein, provided, however, the initial term shall be for three (3) years commencing on January 1, 2018 (“Commencement Date”), and ending on December 31, 2020, unless terminated earlier under the terms of this Lease.

(b) **Renewal Terms.** This Lease will automatically be extended for three (3) additional three-year (3-year) terms, unless TENANT or the DISTRICT terminates it at the end of the initial term or a renewal term by giving the other party written notice of the intent to terminate at least ninety (90) days prior to the end of the then current initial or renewal term. The renewal terms are as follows:

- (i) Renewal Term 1: January 1, 2021 to December 31, 2023;
- (ii) Renewal Term 2: January 1, 2024 to December 31, 2026; and
- (iii) Renewal Term 3: January 1, 2027 to December 31, 2029

(c) **Holdover.** Any holdover by the TENANT after expiration of this Lease will not constitute a renewal of the Lease. If TENANT holds over and continues in possession of the lease premises after the Lease expires, TENANT will be considered to be occupying the lease premises at will, subject to all the terms of this Lease.

3. Rent and Amendments.

(a) Initial Term. During the initial 3-year term of this Lease, TENANT will pay monthly rent to the DISTRICT for using and occupying the Property and the Tower in the amount of \$250.00 per month.

(b) Renewal Terms. TENANT will pay monthly rent to the DISTRICT for using and occupying the Property and the Tower during the renewal terms as follows:

- (i) \$275.00 per month during Renewal Term 1;
- (ii) \$300.00 per month during Renewal Term 2; and
- (iii) \$325.00 per month during Renewal Term 3.

(c) Amending Rent and Lease Terms. From time to time, the rent and terms of this Lease may be amended to reflect the modifications agreed by both parties in writing.

(d) Time and Manner of Payment. TENANT will pay all rent due under this Lease in advance on the first calendar day of each month to the DISTRICT at the location designated in Paragraph 15 below.

(e) Interest on Delinquent Payments. Rent unpaid for ten (10) days will bear interest at the rate of twelve percent (12%) annually, beginning on the day after each such rent payment was due and continuing until the rent is paid.

4. Allowed Use. TENANT may use the Lease Premises for the installation, operation, repair, and maintenance of facilities for the transmission and reception of wireless broadband communication signals in such frequencies and for the operation of related equipment in accordance with the provisions of this Lease. TENANT will use the Lease Premises in compliance with all federal, state, local laws and regulations. If for any reason TENANT's use of the Lease Premises fails to comply with any federal, state, or local law and TENANT fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. The DISTRICT agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense, all licenses and permits required for TENANT's use of the Lease Premises.

5. Installation, Maintenance and Modification of Antenna Facilities.

(a) Installation. TENANT shall have the right, at its sole cost and expense, to install, operate, repair, and maintain radio transmitting and receiving antennas, cabling, fixtures, and appurtenances on the permitted lease area on the Tower as described in Exhibit B, and including the equipment as provided in Exhibit C attached hereto and incorporated for all purposes herein (the "Antenna Facilities"), and in accordance with paragraph 6(b) of this

Lease. TENANT will install Antenna Facilities in strict compliance with a site plan and plans approved by the DISTRICT, and TENANT is prohibited from subsequently relocating any part or portion of the Antenna Facilities without the DISTRICT's prior approval. The Antenna Facilities shall remain the exclusive property of TENANT, subject to the provisions of Paragraph 11(c) of this Lease.

(b) Modification. TENANT may update, replace, relocate, or add to the Antenna Facilities from time to time in accordance with a new site plan and plans approved in advance by the DISTRICT, and in accordance with paragraph 6(b) of this Lease. Exhibit C attached hereto will be amended to reflect the modified Antenna Facilities. Tenant will pay all costs associated with modifying Antenna Facilities, including but not limited to structural studies, if reasonably required by the DISTRICT's engineer.

(c) Equipment Shelter. TENANT shall have the right, at its sole cost and expense, to install, operate, repair, and maintain a structure or cabinet on the Property only to house TENANT's equipment used to effectuate this Lease ("Equipment Shelter"). The Equipment Shelter and all equipment stored or operated therein, for the benefit of TENANT, shall remain the exclusive property of TENANT, subject to the provisions of Paragraph 11(c) of this Lease. TENANT will not store any equipment or materials on the Property outside of the Equipment Shelter. TENANT will provide to the DISTRICT a site plan showing the proposed location and dimensions of the Equipment Shelter.

(d) Standard Facility Requirements. In addition to the site plan and requirements described above, TENANT will provide to the DISTRICT a complete and detailed inventory of all equipment and personal property comprising of the Antenna Facilities actually placed on the Tower. TENANT will affix labels to all antennae panels and dishes to indicate TENANT's ownership of same.

(e) Maintenance and Security. TENANT shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, Equipment Shelter, and any other leasehold improvements, and shall keep the same in good repair and condition during the term of this Lease.

(f) Safety Compliance. TENANT's personnel, employees, agents, contractors, subcontractors, and representatives shall perform all work on the Property and the Tower in strict compliance with all Occupational Safety and Health Administration (OSHA) safety requirements and all applicable safety laws.

(g) No Advertising. TENANT shall not place any advertising or signs on the Tower, the Property, or any structure of the Tower or the Property. TENANT agrees to install the Antenna Facilities in a manner that will not conceal the DISTRICT name and logos on the Tower.

(h) Damage to the Lease Premises, the Property, or the Tower. TENANT will restore any damage to the Lease Premises, the Tower, or the Property, including but not limited to landscaping, caused by TENANT to a condition reasonably acceptable to the DISTRICT.

(i) Reimbursement of Additional Costs. TENANT will reimburse the DISTRICT for any additional costs incurred by the DISTRICT to service or maintain the Tower that are due to the presence of the Antenna Facilities or any related equipment installed or work done by TENANT or TENANT's personnel, employees, agents, contractors, subcontractors, or representatives.

6. Access to Lease Premises.

(a) Nonexclusive Easement. At all times during this Lease, the DISTRICT hereby grants to TENANT a nonexclusive easement for ingress, egress, and access over the Property which gives TENANT access to the Equipment Shelter and to the base of the Tower at no additional charge to TENANT. All routine site maintenance will be by foot, with vehicle access by vehicle only in emergency situations.

(b) Non-emergency Access. To perform the installation and routine maintenance and for other non-emergency purposes, TENANT agrees to notify the DISTRICT in writing via facsimile or e-mail at least forty-eight (48) hours before entering the Property. The notice will include the following information: (i) name and affiliation of all persons expected to enter the Lease Premises; (ii) TENANT's purpose(s) for entering the Lease Premises; and (iii) the expected duration. TENANT or TENANT's personnel, employees, agents, contractors, subcontractors, or representatives will check-in at the DISTRICT's office to show a picture ID and to sign a log before entering the Lease Premises and after leaving the Lease Premises. TENANT will perform non-emergency work on the Lease Premises during the DISTRICT's regular business hours.

(c) Emergency Access. TENANT agrees to give the DISTRICT reasonable advance notice (under the circumstances) by telephone or email prior to entering the Lease Premises to perform emergency repairs or work on the antenna facilities. In addition to notice by telephone or email, any notice for emergency access left on telephonic voicemail must include the same information required in paragraph 6(b) above. The DISTRICT shall provide TENANT with a written list of telephone numbers and email addresses designated to receive such emergency notice.

7. Utilities. TENANT shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Property and shall pay all costs associated therewith, including but not limited to the installation and removal of the utility meter(s) or device(s) and the cost of such utility service.

8. Tower Maintenance by the DISTRICT. Upon the DISTRICT providing TENANT with at least sixty (60) days prior written notice, TENANT shall remove any antennas, fixtures, and/or equipment from the Tower as required by the DISTRICT to make necessary repairs or perform routine or scheduled maintenance on the Tower including, without limitation, painting the inside and/or outside of the water storage tank. Upon the DISTRICT completing such repairs or maintenance, TENANT shall be permitted to reinstall its equipment on the Tower. TENANT shall remove and reinstall its equipment under this paragraph at TENANT's sole expense. At TENANT's request, the DISTRICT shall provide a location suitable for TENANT to erect a temporary communications tower during the performance of such repairs or maintenance.

9. Reasonable Approval. Both parties will not unreasonably withhold or delay approvals required under this Lease.

10. Interference.

(a) TENANT's installation, operation, and use of the Antenna Facilities under this Lease shall not damage or interfere in any way with the DISTRICT's water tower operations, including the DISTRICT's supervisory control and data acquisition (SCADA) system used to monitor water utility operations, or related repair and maintenance activities. The DISTRICT, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property or the Tower and to temporarily interfere with TENANT's leasehold improvements only as necessary to carry out such activities. The DISTRICT agrees to give reasonable advance notice of such activities to TENANT and to reasonably cooperate with TENANT to carry out such activities with a minimum amount of interference with TENANT's transmission operations.

(b) TENANT agrees to operate the Antenna Facilities in a manner that will not cause unreasonable radio frequency interference with the present transmission operations of the the DISTRICT or any prior-existing or subsequent tenants or lessees of the DISTRICT that operate radio or telecommunications facilities on the Tower or the Property. In the event such interference occurs, TENANT agrees to correct such interference within 48 hours of written notice or cease use of its facilities.

(c) Any subsequent lease by the DISTRICT that permits the installation of radio or telecommunications equipment on the Property or the Tower will include a clause setting forth similar non-interference requirements as provided for in paragraph 10(b) above. Said clause may be enforced by either the DISTRICT or TENANT, either individually at the party's sole expense or jointly, as agreed by written approval and shall include each party's expense. The DISTRICT shall be under no obligation to enforce said clause on behalf of TENANT. Without limiting any other remedy at law or equity, TENANT shall have the right to terminate this Lease upon thirty (30) days written notice in the event its reception or transmission is interfered with by other antenna equipment, or obstacles constructed or operated in TENANT'S reception or transmission paths. TENANT shall pay nine (9) months rent as liquidated damages for such termination.

(d) This Lease is made with the knowledge of both parties that the DISTRICT has currently, or may have in the future, other tenant(s) operating on the Tower including TENANT. TENANT agrees to work in good faith with similarly situated communications tenants of the DISTRICT on the Property and the Tower to share frequencies or bands in a manner that allows all tenants to receive and broadcast without unreasonable interference. TENANT shall be responsible for any and all damages in which TENANT or TENANT's personnel, employees, agents, contractors, subcontractors, and representatives cause to the equipment or materials of other tenants on the Lease Premises. The DISTRICT shall not be responsible for any damage to any equipment or materials of any tenant cause by another tenant of the Lease Premises.

(e) In the event that TENANT's transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, TENANT agrees to use its reasonable best efforts and to remedy such interference in accordance with applicable regulations and standards of the Federal Communications Commission (FCC) and any other governing body. TENANT warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. TENANT will be responsible for correcting any intermodulation distortion or radio interference problems with other users of the Property caused by the Antenna Facilities installed and operated by TENANT. In the event the interference cannot be eliminated, the DISTRICT may immediately terminate this Lease and the easement granted hereunder, whereafter TENANT shall immediately remove all of its personal property and fixtures in accordance with paragraph 11(c) of this Lease.

11. Termination.

(a) Except as otherwise provided in this Lease, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:

(i) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;

(ii) By TENANT, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or TENANT business;

(iii) By the DISTRICT, if it determines in its sole discretion and for any reason, that the Tower is structurally unsound for use as a public water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower or the Property from any source, or factors relating to condition of the Property; or

(iv) By the DISTRICT, if TENANT's use of the Lease Premises becomes illegal under any federal, state or local law, rule or regulation.

(b) Should the Tower or any part of the Tower be destroyed, dismantled, or removed, TENANT shall have the right to construct its own tower, at TENANT's cost, of design approved by the DISTRICT, which approval shall not be unreasonably withheld or delayed, at a location as close as reasonably possible to the location of the applicable Tower so as to give TENANT similar radio signal coverage as TENANT enjoyed from the Tower. If a replacement water tower is constructed anywhere on the DISTRICT's property, TENANT shall have the right to place TENANT's Antenna Facilities on the new replacement water tower at TENANT's cost and in a similar manner as TENANT's Antenna Facilities on the existing Tower.

(c) Upon termination of this Lease for any reason, TENANT shall remove the Antenna Facilities, Equipment Shelter, and any other leasehold improvements from the Tower and the Property within sixty (60) days after the date of termination, and shall restore the Tower and the Property to the condition it was in on the effective date of this Lease, with ordinary wear and tear excepted, all at TENANT's sole cost and expense. Any personal property of TENANT that is not removed by the end of said sixty (60) day period becomes the property of the DISTRICT.

12. Insurance.

(a) For the term of this Lease, TENANT shall provide Comprehensive General Liability Insurance coverage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage, and the DISTRICT will be held harmless for acts of outside vendors in a combined single limit of not less than ONE MILLION DOLLARS AND NO/00 (\$1,000,000) per occurrence, and ONE MILLION DOLLARS AND NO/00 (\$1,000,000) aggregate, and name the DISTRICT as an additional insured on such policy or policies. TENANT may satisfy this requirement by an endorsement to its underlying Insurance or umbrella liability policy.

(b) Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance TENANT shall have a subrogated claim against the other.

(c) TENANT shall provide to the DISTRICT evidence of the required insurance during the term of this Lease in the form of a certificate of insurance issued by an insurance TENANT licensed to do business in the State of Texas, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to the DISTRICT.

13. Condemnation. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, TENANT shall not be entitled to any portion of the award paid for the taking and the DISTRICT shall receive the full amount of such award, TENANT hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to the DISTRICT, TENANT shall have the right to claim and recover from the condemning authority, but not from the DISTRICT, such compensation as may be separately awarded or recoverable by TENANT on account of any and all damage to TENANT's business by reason of the taking and for or on account of any cost or loss to which TENANT might be put in removing and relocating its equipment, personal property, Antenna Facilities and leasehold improvements. The DISTRICT will refund any prepaid rents prorated as of the date the Property is taken by the Condemning Authority.

14. Indemnification. Except for the negligent acts or willful misconduct of the DISTRICT's agents or employees, TENANT agrees to indemnify, defend, and hold harmless the DISTRICT and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the DISTRICT or for which the DISTRICT may be held liable, which arise from the negligence, willful misconduct, or other fault of TENANT or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of TENANT's transmission facilities on the Property and the Towers, including but not limited to electrical interference or health problems caused by TENANT's transmission operations, and specifically including the representations and warranties of paragraph 16 of this Lease.

15. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or faxed, or mailed, certified mail, return receipt requested, to the following addresses and are considered to have been given at the time of delivery or mailing:

If to the DISTRICT, to: Bois D'Arc Municipal Utility District
Attn: General Manager
14101 E. FM 1396
Honey Grove, TX 75446
Fax: (903) 378-3350

If to TENANT, to: 903 Broadband, Inc.
4360 CR 411
McKinney, Texas 75071
Fax: _____

16. Representations and Warranties.

(a) The DISTRICT warrants that (i) it has full right, power, and authority to execute this Lease; and (ii) to the best of its knowledge, it has good and unencumbered title to the Lease Premises free and clear of any liens or mortgages, except as may be disclosed by review of title. The DISTRICT warrants that TENANT shall have the quiet enjoyment of the Property during the term of this Lease in accordance with its terms.

(b) The DISTRICT warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

(c) TENANT represents and warrants that its storage and use of any Substance on the Lease Premises will comply with applicable federal, state or local law or regulation and that it will store and use said Substance on the Lease Premises only if necessary for its transmission operations. TENANT agrees to indemnify and hold harmless the DISTRICT from and against any and all liability, loss, cost, damage, and expense, including reasonable attorney's fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of TENANT equipment, personal property, Antenna Facilities, or any component parts or byproducts thereof in violation of applicable law.

(d) TENANT, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance of TENANT's choice. If such title commitment proves any defects of title or any liens or encumbrances which may adversely affect TENANT use of the Lease Premises, TENANT shall have the right to cancel this Lease immediately upon written notice to the DISTRICT.

17. Taxes and Other Governmental Charges.

(a) Payment by TENANT. In addition to the rent specified in Paragraph 2 of this Lease, TENANT will pay and discharge all taxes, general and special assessments, and other governmental charges of any kind levied on or assessed against TENANT's Antenna Facilities, structures, or equipment placed on the Property and Towers. TENANT will pay all such taxes, charges, and assessments directly to the public officer charged with their collection not fewer than ten (10) days before they become delinquent, and TENANT will indemnify the DISTRICT and hold it harmless from all such taxes, charges, and assessments. TENANT may, in good faith and at its own expense, contest any such taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

(b) Payment by the DISTRICT. At any time that the payment of any item of taxes, general and special assessments, or governmental charges that TENANT must pay under Paragraph 17(a) remains unpaid and uncontested later than ten (10) days before it becomes

delinquent, the DISTRICT may give written notice to TENANT of its default. If TENANT continues to fail to pay the taxes, general and special assessments, or governmental charges, or to contest them in good faith, the DISTRICT may, but not obligated, pay the items specified in the notice, in which TENANT will, on demand, fully reimburse the DISTRICT any amount paid or expended by the DISTRICT for this purpose, with interest on the amount at the rate of twelve percent (12%) annually from the date of the DISTRICT's payment until reimbursement by TENANT.

18. Assignment. TENANT may not assign or sublet this Lease without the prior written consent of the DISTRICT except to any entity which controls, is controlled by, or is under the common control with TENANT, or to any entity resulting from any merger or consolidation with TENANT, or to any partner of TENANT, or to any partnership in which TENANT is a general partner, or to any person or entity which acquires all of the assets of TENANT as a going concern, or to any entity which obtains a security interest in a substantial portion of TENANT's assets, provided that TENANT continues to indemnify and hold the DISTRICT harmless in accordance with Paragraph 14 of this Lease.

19. Mechanic's and Materialman's Liens. TENANT will not cause or permit any mechanic's liens or other liens to be filed against the Tower, the Property, the Lease Premises, or against TENANT's leasehold interest in the Tower, the Property, or the Lease Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to TENANT or anyone holding the Tower, the Property, or the Lease Premises or any part of them through or under TENANT. If such a mechanic's lien or materialman's lien is recorded against the Property, the Tower, or any buildings or improvements on the Property or the Tower, TENANT must either cause it to be removed or, if TENANT in good faith wishes to contest the lien, take timely action to do so, at TENANT's sole expense. If TENANT contests the lien, TENANT will indemnify the DISTRICT and hold it harmless from all liability for damages occasioned by the lien or the lien contest and will, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed before the judgment is executed.

20. No Waiver. No waiver by either party of any default or breach of any covenant or term of this Lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Lease.

21. Successors and Assigns; No Third Party Beneficiaries. This Lease shall run with the Property described in Exhibit A to this Lease. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns. No other person has any right, interest, or claim under this Lease.

22. No Waiver of Immunity. The DISTRICT has not, and the parties agree that the DISTRICT has not, waived its sovereign immunity, governmental immunity, or official immunity by entering into and performing its obligations under this Lease, and nothing herein shall be construed as a waiver of such immunity by the DISTRICT.

23. Miscellaneous.

(a) Estoppel Information. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(b) Entire Agreement. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein.

(c) Governing Law and Venue. This Lease shall be construed in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Fannin County, Texas. Any action at law or in equity brought to enforce or interpret any provision of this Lease shall be brought in a state court of competent jurisdiction with venue in Fannin County, Texas.

(d) Permits. This Lease is subject to all zoning approvals and building permits.

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

(f) Context. Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include singular and plural.

(g) Amendment. No amendment of this Lease shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the parties, in which amendment shall incorporate this Lease in every particular not otherwise changed by the amendment.

(h) Intent. The parties hereto covenant and agree that they shall execute and deliver such other and further instruments, documents, and information as are or may become necessary or convenient to effectuate and carry out the intent of the this Lease.

(i) Authority. The signatories hereto represent and affirm that they have the authority to execute this Lease on behalf of the respective parties hereto.

(j) Effective Date. This Lease shall be effective from and after the last date of execution by a party to this Lease.

Each of the parties has caused this Lease to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates below.

AGREED to and EXECUTED by the DISTRICT on the 25 day of Jan., 2018

BOIS D'ARC MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By: 
Jim Frehner, President

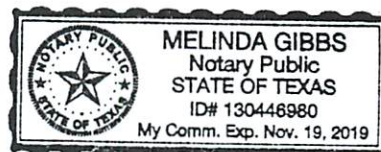
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF FANNIN §

This instrument was acknowledged before me, the undersigned Notary Public, on this day, **Jim Frehner**, executed the foregoing instrument on behalf of **Bois D'Arc Municipal Utility District**, Fannin County, Texas, a political subdivision of the State of Texas, as its President, for the purposes and consideration therein expressed.


Given under my hand and seal of office this 25 day of January, 2018


Notary Public, State of Texas



AGREED to and EXECUTED by TENANT on the 10 day of Jan, 2018.

903 BROADBAND, INC.,
a Texas for-profit corporation

By: 
Shane Evans, President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Fannin §

This instrument was acknowledged before me, the undersigned Notary Public, on this day, **Shane Evans**, executed the foregoing instrument on behalf of **903 Broadband, Inc.**, a Texas for-profit corporation, as its President, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of January, 2018.


Notary Public, State of Texas

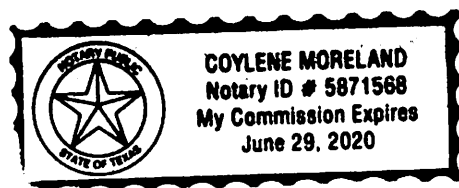


EXHIBIT A

LEASE PREMISES

The Tower: Carson Tower, located on the Property

The Property:

Address: 8927 E. FM 1396, Telephone, Texas 75488
Fannin County

GPS coordinates: 33.702723, -96.006631

EXHIBIT B

Permitted lease area on the Tower, in which TENANT's equipment and Antenna Facilities may be attached to the Tower, will be limited to the following: the railing of the Tower's balcony, the railing of the Tower's catwalk, and the leg of the Tower, including the conduit and wiring required for installation of TENANT's equipment and Antenna Facilities.

TENANT is not permitted to attach any equipment, Antenna Facilities, conduit, wiring, or any other item or tangible property to the bowl of the Tower.

EXHIBIT C

TENANT'S EQUIPMENT TO BE INSTALLED ON THE TOWER

The following equipment submitted by TENANT and approved by both TENANT and the DISTRICT to be effective on December 19, 2017, as indicated by the signatures and dates below.

Equipment:

- One (1) Omni directional antenna: 3 ft. x 10 in., approximately 10 lbs. with one (1) Cambium 450i PtMP AP
- One (1) Backhaul link: dish with diameter of 3 ft. , approximately 50 lbs. with one (1) Cambium 450i PTP radio
- Three (3) Cat5e cables: diameter of approximately 1/4 in.

BOIS D'ARC MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By: 
Jim Fehner, President

Date: 1-25-2018

903 BROADBAND, INC.,
a Texas for-profit corporation

By: 
Shane Evans, President

Date: 1-10-18

WATER TOWER AND LAND LEASE AGREEMENT

This Water Tower and Land Lease Agreement (“this Lease”) is between **BOIS D’ARC MUNICIPAL UTILITY DISTRICT**, Fannin County, Texas, a political subdivision of the State of Texas (the “DISTRICT”), and **ZULU INTERNET, INC.**, a Texas for-profit corporation (“TENANT”). In consideration of the terms and covenants of this Lease, and for other good and valuable consideration, the parties agree as follows:

1. Lease Premises. Subject to the terms and conditions of this Lease, the DISTRICT leases to TENANT and TENANT leases from the DISTRICT a certain portion of the DISTRICT’s real property described in Exhibit A (the “Property”), attached hereto for all purposes herein, subject to all existing easements, covenants, conditions and restrictions of record, if any, which the Property is owned by the DISTRICT and is located in Fannin County, Texas. The DISTRICT also leases to TENANT and TENANT leases from the DISTRICT certain space on the DISTRICT owned water tower, commonly known as the Carson Tower (the “Tower”) located on the Property, in which the specifications of the permitted lease area on the Tower is provided in Exhibit B, attached hereto and incorporated for all purposes herein.

2. Lease Terms.

(a) Initial Term. This Lease shall be effective as of the latest date of execution of the parties herein, provided, however, the initial term shall be for three (3) years commencing on January 1, 2018 (“Commencement Date”), and ending on December 31, 2020, unless terminated earlier under the terms of this Lease.

(b) Renewal Terms. This Lease will automatically be extended for three (3) additional three-year (3-year) terms, unless TENANT or the DISTRICT terminates it at the end of the initial term or a renewal term by giving the other party written notice of the intent to terminate at least ninety (90) days prior to the end of the then current initial or renewal term. The renewal terms are as follows:

- (i) Renewal Term 1: January 1, 2021 to December 31, 2023;
- (ii) Renewal Term 2: January 1, 2024 to December 31, 2026; and
- (iii) Renewal Term 3: January 1, 2027 to December 31, 2029

(c) Holdover. Any holdover by the TENANT after expiration of this Lease will not constitute a renewal of the Lease. If TENANT holds over and continues in possession of the lease premises after the Lease expires, TENANT will be considered to be occupying the lease premises at will, subject to all the terms of this Lease.

3. Rent and Amendments.

(a) Initial Term. During the initial 3-year term of this Lease, TENANT will pay monthly rent to the DISTRICT for using and occupying the Property and the Tower in the amount of \$250.00 per month.

(b) Renewal Terms. TENANT will pay monthly rent to the DISTRICT for using and occupying the Property and the Tower during the renewal terms as follows:

- (i) \$275.00 per month during Renewal Term 1;
- (ii) \$300.00 per month during Renewal Term 2; and
- (iii) \$325.00 per month during Renewal Term 3.

(c) Amending Rent and Lease Terms. From time to time, the rent and terms of this Lease may be amended to reflect the modifications agreed by both parties in writing.

(d) Time and Manner of Payment. TENANT will pay all rent due under this Lease in advance on the first calendar day of each month to the DISTRICT at the location designated in Paragraph 15 below.

(e) Interest on Delinquent Payments. Rent unpaid for ten (10) days will bear interest at the rate of twelve percent (12%) annually, beginning on the day after each such rent payment was due and continuing until the rent is paid.

4. Allowed Use. TENANT may use the Lease Premises for the installation, operation, repair, and maintenance of facilities for the transmission and reception of wireless broadband communication signals in such frequencies and for the operation of related equipment in accordance with the provisions of this Lease. TENANT will use the Lease Premises in compliance with all federal, state, local laws and regulations. If for any reason TENANT's use of the Lease Premises fails to comply with any federal, state, or local law and TENANT fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. The DISTRICT agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense, all licenses and permits required for TENANT's use of the Lease Premises.

5. Installation, Maintenance and Modification of Antenna Facilities.

(a) Installation. TENANT shall have the right, at its sole cost and expense, to install, operate, repair, and maintain radio transmitting and receiving antennas, cabling, fixtures, and appurtenances on the permitted lease area on the Tower as described in Exhibit B, and including the equipment as provided in Exhibit C attached hereto and incorporated for all purposes herein (the "Antenna Facilities"), and in accordance with paragraph 6(b) of this

Lease. TENANT will install Antenna Facilities in strict compliance with a site plan and plans approved by the DISTRICT, and TENANT is prohibited from subsequently relocating any part or portion of the Antenna Facilities without the DISTRICT's prior approval. The Antenna Facilities shall remain the exclusive property of TENANT, subject to the provisions of Paragraph 11(c) of this Lease.

(b) Modification. TENANT may update, replace, relocate, or add to the Antenna Facilities from time to time in accordance with a new site plan and plans approved in advance by the DISTRICT, and in accordance with paragraph 6(b) of this Lease. Exhibit C attached hereto will be amended from time to time to reflect the modified Antenna Facilities. Tenant will pay all costs associated with modifying Antenna Facilities, including but not limited to structural studies, if reasonably required by the DISTRICT's engineer.

(c) Equipment Shelter. TENANT shall have the right, at its sole cost and expense, to install, operate, repair, and maintain a structure or cabinet on the Property only to house TENANT's equipment used to effectuate this Lease ("Equipment Shelter"). The Equipment Shelter and all equipment stored or operated therein, for the benefit of TENANT, shall remain the exclusive property of TENANT, subject to the provisions of Paragraph 11(c) of this Lease. TENANT will not store any equipment or materials on the Property outside of the Equipment Shelter. TENANT will provide to the DISTRICT a site plan showing the proposed location and dimensions of the Equipment Shelter.

(d) Standard Facility Requirements. In addition to the site plan and requirements described above, TENANT will provide to the DISTRICT a complete and detailed inventory of all equipment and personal property comprising of the Antenna Facilities actually placed on the Tower. TENANT will affix labels to all antennae panels and dishes to indicate TENANT's ownership of same.

(e) Maintenance and Security. TENANT shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, Equipment Shelter, and any other leasehold improvements, and shall keep the same in good repair and condition during the term of this Lease.

(f) Safety Compliance. TENANT's personnel, employees, agents, contractors, subcontractors, and representatives shall perform all work on the Property and the Tower in strict compliance with all Occupational Safety and Health Administration (OSHA) safety requirements and all applicable safety laws.

(g) No Advertising. TENANT shall not place any advertising or signs on the Tower, the Property, or any structure of the Tower or the Property. TENANT agrees to install the Antenna Facilities in a manner that will not conceal the DISTRICT name and logos on the Tower.

(h) Damage to the Lease Premises, the Property, or the Tower. TENANT will restore any damage to the Lease Premises, the Tower, or the Property, including but not limited to landscaping, caused by TENANT to a condition reasonably acceptable to the DISTRICT.

(i) Reimbursement of Additional Costs. TENANT will reimburse the DISTRICT for any additional costs incurred by the DISTRICT to service or maintain the Tower that are due to the presence of the Antenna Facilities or any related equipment installed or work done by TENANT or TENANT's personnel, employees, agents, contractors, subcontractors, or representatives.

6. Access to Lease Premises.

(a) Nonexclusive Easement. At all times during this Lease, the DISTRICT hereby grants to TENANT a nonexclusive easement for ingress, egress, and access over the Property which gives TENANT access to the Equipment Shelter and to the base of the Tower at no additional charge to TENANT. All routine site maintenance will be by foot, with vehicle access by vehicle only in emergency situations.

(b) Non-emergency Access. To perform the installation and routine maintenance and for other non-emergency purposes, TENANT agrees to notify the DISTRICT in writing via facsimile or e-mail at least forty-eight (48) hours before entering the Property. The notice will include the following information: (i) name and affiliation of all persons expected to enter the Lease Premises; (ii) TENANT's purpose(s) for entering the Lease Premises; and (iii) the expected duration. TENANT or TENANT's personnel, employees, agents, contractors, subcontractors, or representatives will check-in at the DISTRICT's office to show a picture ID and to sign a log before entering the Lease Premises and after leaving the Lease Premises. TENANT will perform non-emergency work on the Lease Premises during the DISTRICT's regular business hours.

(c) Emergency Access. TENANT agrees to give the DISTRICT reasonable advance notice (under the circumstances) by telephone or email prior to entering the Lease Premises to perform emergency repairs or work on the antenna facilities. In addition to notice by telephone or email, any notice for emergency access left on telephonic voicemail must include the same information required in paragraph 6(b) above. The DISTRICT shall provide TENANT with a written list of telephone numbers and email addresses designated to receive such emergency notice.

7. Utilities. TENANT shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Property and shall pay all costs associated therewith, including but not limited to the installation and removal of the utility meter(s) or device(s) and the cost of such utility service.

8. Tower Maintenance by the DISTRICT. Upon the DISTRICT providing TENANT with at least sixty (60) days prior written notice, TENANT shall remove any antennas, fixtures, and/or equipment from the Tower as required by the DISTRICT to make necessary repairs or perform routine or scheduled maintenance on the Tower including, without limitation, painting the inside and/or outside of the water storage tank. Upon the DISTRICT completing such repairs or maintenance, TENANT shall be permitted to reinstall its equipment on the Tower. TENANT shall remove and reinstall its equipment under this paragraph at TENANT's sole expense. At TENANT's request, the DISTRICT shall provide a location suitable for TENANT to erect a temporary communications tower during the performance of such repairs or maintenance.

9. Reasonable Approval. Both parties will not unreasonably withhold or delay approvals required under this Lease.

10. Interference.

(a) TENANT's installation, operation, and use of the Antenna Facilities under this Lease shall not damage or interfere in any way with the DISTRICT's water tower operations, including the DISTRICT's supervisory control and data acquisition (SCADA) system used to monitor water utility operations, or related repair and maintenance activities. The DISTRICT, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property or the Tower and to temporarily interfere with TENANT's leasehold improvements only as necessary to carry out such activities. The DISTRICT agrees to give reasonable advance notice of such activities to TENANT and to reasonably cooperate with TENANT to carry out such activities with a minimum amount of interference with TENANT's transmission operations.

(b) TENANT agrees to operate the Antenna Facilities in a manner that will not cause unreasonable radio frequency interference with the present transmission operations of the the DISTRICT or any prior-existing or subsequent tenants or lessees of the DISTRICT that operate radio or telecommunications facilities on the Tower or the Property. In the event such interference occurs, TENANT agrees to correct such interference within 48 hours of written notice or cease use of its facilities.

(c) Any subsequent lease by the DISTRICT that permits the installation of radio or telecommunications equipment on the Property or the Tower will include a clause setting forth similar non-interference requirements as provided for in paragraph 10(b) above. Said clause may be enforced by either the DISTRICT or TENANT, either individually at the party's sole expense or jointly, as agreed by written approval and shall include each party's expense. The DISTRICT shall be under no obligation to enforce said clause on behalf of TENANT. Without limiting any other remedy at law or equity, TENANT shall have the right to terminate this Lease upon thirty (30) days written notice in the event its reception or transmission is interfered with by other antenna equipment, or obstacles constructed or operated in TENANT'S reception or transmission paths. TENANT shall pay nine (9) months rent as liquidated damages for such termination.

(d) This Lease is made with the knowledge of both parties that the DISTRICT has currently, or may have in the future, other tenant(s) operating on the Tower including TENANT. TENANT agrees to work in good faith with similarly situated communications tenants of the DISTRICT on the Property and the Tower to share frequencies or bands in a manner that allows all tenants to receive and broadcast without unreasonable interference. TENANT shall be responsible for any and all damages in which TENANT or TENANT's personnel, employees, agents, contractors, subcontractors, and representatives cause to the equipment or materials of other tenants on the Lease Premises. The DISTRICT shall not be responsible for any damage to any equipment or materials of any tenant cause by another tenant of the Lease Premises.

(e) In the event that TENANT's transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, TENANT agrees to use its reasonable best efforts and to remedy such interference in accordance with applicable regulations and standards of the Federal Communications Commission (FCC) and any other governing body. TENANT warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. TENANT will be responsible for correcting any intermodulation distortion or radio interference problems with other users of the Property caused by the Antenna Facilities installed and operated by TENANT. In the event the interference cannot be eliminated, the DISTRICT may immediately terminate this Lease and the easement granted hereunder, whereafter TENANT shall immediately remove all of its personal property and fixtures in accordance with paragraph 11(c) of this Lease.

11. Termination.

(a) Except as otherwise provided in this Lease, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:

(i) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;

(ii) By TENANT, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or TENANT business;

(iii) By the DISTRICT, if it determines in its sole discretion and for any reason, that the Tower is structurally unsound for use as a public water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower or the Property from any source, or factors relating to condition of the Property; or

(iv) By the DISTRICT, if TENANT's use of the Lease Premises becomes illegal under any federal, state or local law, rule or regulation.

(b) Should the Tower or any part of the Tower be destroyed, dismantled, or removed, TENANT shall have the right to construct its own tower, at TENANT's cost, of design approved by the DISTRICT, which approval shall not be unreasonably withheld or delayed, at a location as close as reasonably possible to the location of the applicable Tower so as to give TENANT similar radio signal coverage as TENANT enjoyed from the Tower. If a replacement water tower is constructed anywhere on the DISTRICT's property, TENANT shall have the right to place TENANT's Antenna Facilities on the new replacement water tower at TENANT's cost and in a similar manner as TENANT's Antenna Facilities on the existing Tower.

(c) Upon termination of this Lease for any reason, TENANT shall remove the Antenna Facilities, Equipment Shelter, and any other leasehold improvements from the Tower and the Property within sixty (60) days after the date of termination, and shall restore the Tower and the Property to the condition it was in on the effective date of this Lease, with ordinary wear and tear excepted, all at TENANT's sole cost and expense. Any personal property of TENANT that is not removed by the end of said sixty (60) day period becomes the property of the DISTRICT.

12. Insurance.

(a) For the term of this Lease, TENANT shall provide Comprehensive General Liability Insurance coverage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage, and the DISTRICT will be held harmless for acts of outside vendors in a combined single limit of not less than ONE MILLION DOLLARS AND NO/00 (\$1,000,000) per occurrence, and ONE MILLION DOLLARS AND NO/00 (\$1,000,000) aggregate, and name the DISTRICT as an additional insured on such policy or policies. TENANT may satisfy this requirement by an endorsement to its underlying Insurance or umbrella liability policy.

(b) Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance TENANT shall have a subrogated claim against the other.

(c) TENANT shall provide to the DISTRICT evidence of the required insurance during the term of this Lease in the form of a certificate of insurance issued by an insurance TENANT licensed to do business in the State of Texas, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to the DISTRICT.

13. Condemnation. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, TENANT shall not be entitled to any portion of the award paid for the taking and the DISTRICT shall receive the full amount of such award, TENANT hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to the DISTRICT, TENANT shall have the right to claim and recover from the condemning authority, but not from the DISTRICT, such compensation as may be separately awarded or recoverable by TENANT on account of any and all damage to TENANT's business by reason of the taking and for or on account of any cost or loss to which TENANT might be put in removing and relocating its equipment, personal property, Antenna Facilities and leasehold improvements. The DISTRICT will refund any prepaid rents prorated as of the date the Property is taken by the Condemning Authority.

14. Indemnification. Except for the negligent acts or willful misconduct of the DISTRICT's agents or employees, TENANT agrees to indemnify, defend, and hold harmless the DISTRICT and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the DISTRICT or for which the DISTRICT may be held liable, which arise from the negligence, willful misconduct, or other fault of TENANT or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of TENANT's transmission facilities on the Property and the Towers, including but not limited to electrical interference or health problems caused by TENANT's transmission operations, and specifically including the representations and warranties of paragraph 16 of this Lease.

15. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or faxed, or mailed, certified mail, return receipt requested, to the following addresses and are considered to have been given at the time of delivery or mailing:

If to the DISTRICT, to: Bois D'Arc Municipal Utility District
Attn: General Manager
14101 E. FM 1396
Honey Grove, TX 75446
Fax: (903) 378-3350

If to TENANT, to: Zulu Internet, Inc.
Attn: Office Manager
2820 NW Loop 286
Paris, Texas 75460

16. Representations and Warranties.

(a) The DISTRICT warrants that (i) it has full right, power, and authority to execute this Lease; and (ii) to the best of its knowledge, it has good and unencumbered title to the Lease Premises free and clear of any liens or mortgages, except as may be disclosed by review of title. The DISTRICT warrants that TENANT shall have the quiet enjoyment of the Property during the term of this Lease in accordance with its terms.

(b) The DISTRICT warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

(c) TENANT represents and warrants that its storage and use of any Substance on the Lease Premises will comply with applicable federal, state or local law or regulation and that it will store and use said Substance on the Lease Premises only if necessary for its transmission operations. TENANT agrees to indemnify and hold harmless the DISTRICT from and against any and all liability, loss, cost, damage, and expense, including reasonable attorney's fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of TENANT equipment, personal property, Antenna Facilities, or any component parts or byproducts thereof in violation of applicable law.

(d) TENANT, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance of TENANT's choice. If such title commitment proves any defects of title or any liens or encumbrances which may adversely affect TENANT use of the Lease Premises, TENANT shall have the right to cancel this Lease immediately upon written notice to the DISTRICT.

17. Taxes and Other Governmental Charges.

(a) Payment by TENANT. In addition to the rent specified in Paragraph 2 of this Lease, TENANT will pay and discharge all taxes, general and special assessments, and other governmental charges of any kind levied on or assessed against TENANT's Antenna Facilities, structures, or equipment placed on the Property and Towers. TENANT will pay all such taxes, charges, and assessments directly to the public officer charged with their collection not fewer than ten (10) days before they become delinquent, and TENANT will indemnify the DISTRICT and hold it harmless from all such taxes, charges, and assessments. TENANT may, in good faith and at its own expense, contest any such taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

(b) Payment by the DISTRICT. At any time that the payment of any item of taxes, general and special assessments, or governmental charges that TENANT must pay under Paragraph 17(a) remains unpaid and uncontested later than ten (10) days before it becomes

delinquent, the DISTRICT may give written notice to TENANT of its default. If TENANT continues to fail to pay the taxes, general and special assessments, or governmental charges, or to contest them in good faith, the DISTRICT may, but not obligated, pay the items specified in the notice, in which TENANT will, on demand, fully reimburse the DISTRICT any amount paid or expended by the DISTRICT for this purpose, with interest on the amount at the rate of twelve percent (12%) annually from the date of the DISTRICT's payment until reimbursement by TENANT.

18. Assignment. TENANT may not assign or sublet this Lease without the prior written consent of the DISTRICT except to any entity which controls, is controlled by, or is under the common control with TENANT, or to any entity resulting from any merger or consolidation with TENANT, or to any partner of TENANT, or to any partnership in which TENANT is a general partner, or to any person or entity which acquires all of the assets of TENANT as a going concern, or to any entity which obtains a security interest in a substantial portion of TENANT's assets, provided that TENANT continues to indemnify and hold the DISTRICT harmless in accordance with Paragraph 14 of this Lease.

19. Mechanic's and Materialman's Liens. TENANT will not cause or permit any mechanic's liens or other liens to be filed against the Tower, the Property, the Lease Premises, or against TENANT's leasehold interest in the Tower, the Property, or the Lease Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to TENANT or anyone holding the Tower, the Property, or the Lease Premises or any part of them through or under TENANT. If such a mechanic's lien or materialman's lien is recorded against the Property, the Tower, or any buildings or improvements on the Property or the Tower, TENANT must either cause it to be removed or, if TENANT in good faith wishes to contest the lien, take timely action to do so, at TENANT's sole expense. If TENANT contests the lien, TENANT will indemnify the DISTRICT and hold it harmless from all liability for damages occasioned by the lien or the lien contest and will, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed before the judgment is executed.

20. No Waiver. No waiver by either party of any default or breach of any covenant or term of this Lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Lease.

21. Successors and Assigns; No Third Party Beneficiaries. This Lease shall run with the Property described in Exhibit "A" to this Lease. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns. No other person has any right, interest, or claim under this Lease.

22. No Waiver of Immunity. The DISTRICT has not, and the parties agree that the DISTRICT has not, waived its sovereign immunity, governmental immunity, or official immunity by entering into and performing its obligations under this Lease, and nothing herein shall be construed as a waiver of such immunity by the DISTRICT.

23. Miscellaneous.

(a) Estoppel Information. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(b) Entire Agreement. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein.

(c) Governing Law and Venue. This Lease shall be construed in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Fannin County, Texas. Any action at law or in equity brought to enforce or interpret any provision of this Lease shall be brought in a state court of competent jurisdiction with venue in Fannin County, Texas.

(d) Permits. This Lease is subject to all zoning approvals and building permits.

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

(f) Context. Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include singular and plural.

(g) Amendment. No amendment of this Lease shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the parties, in which amendment shall incorporate this Lease in every particular not otherwise changed by the amendment.

(h) Intent. The parties hereto covenant and agree that they shall execute and deliver such other and further instruments, documents, and information as are or may become necessary or convenient to effectuate and carry out the intent of the this Lease.


(i) Authority. The signatories hereto represent and affirm that they have the authority to execute this Lease on behalf of the respective parties hereto.

(j) Effective Date. This Lease shall be effective January 1, 2018.

Each of the parties has caused this Lease to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates below.

AGREED to and EXECUTED by the DISTRICT on the 9 day of Feb, 2018.

BOIS D'ARC MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

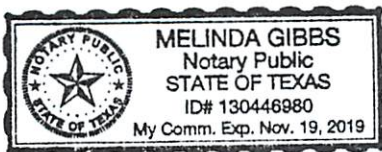
By: 
Jim Frehner, President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF FANNIN §

This instrument was acknowledged before me, the undersigned Notary Public, on this day, **Jim Frehner**, executed the foregoing instrument on behalf of **Bois D'Arc Municipal Utility District**, Fannin County, Texas, a political subdivision of the State of Texas, as its President, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9 day of February, 2018.




Notary Public, State of Texas

AGREED to and EXECUTED by TENANT on the ____ day of _____, 2018.

ZULU INTERNET, INC.,
a Texas for-profit corporation

By: 
Drew Dauffenbach, Director of Operations

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared **Drew Dauffenbach**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of **Zulu Internet, Inc.**, a Texas for-profit corporation, as its Director of Operations, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of February, 2018.



Notary Public, State of Texas

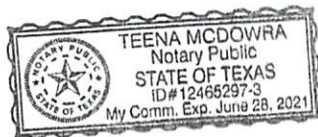


EXHIBIT A

LEASE PREMISES

The Tower: Carson Tower, located on the Property

The Property:

Address: 8927 E. FM 1396, Telephone, Texas 75488
Fannin County

GPS coordinates: 33.702723, -96.006631

EXHIBIT B

Permitted lease area on the Tower, in which TENANT's equipment and Antenna Facilities may be attached to the Tower, will be limited to the following: the railing of the Tower's balcony, the railing of the Tower's catwalk, and the leg of the Tower, including the conduit and wiring required for installation of TENANT's equipment and Antenna Facilities.

TENANT is not permitted to attach any equipment, Antenna Facilities, conduit, wiring, or any other item or tangible property to the bowl of the Tower.

EXHIBIT C

TENANT'S EQUIPMENT TO BE INSTALLED ON THE TOWER



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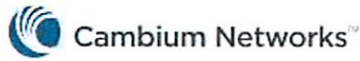
Attached you will find the following specifications for the equipment to which will be affixed to the Carson water tower. There is some equipment that will soon be removed from the tower attached is the list of the things that currently reside.

Quantity	Equipment	Dimensions	Weight	Status
4	450i Access Point	23.4" x 6.2" x 6.1"	15 lbs	Installed
4	UBNT Access Point	27.5" x 5.5" x 3"	13 lbs	To be removed
1	UBNT AirFiber 5	37" x 18.5" x 11"	35 lbs	Installed
2	Rocketdish 5g30	25.5" x 25.5" x 15"	16 lbs	Installed
2	UBNT Nanobridge 400	16.5" x 16.5" x 11"	4 lbs	Installed
13	CatV Cables			Installed



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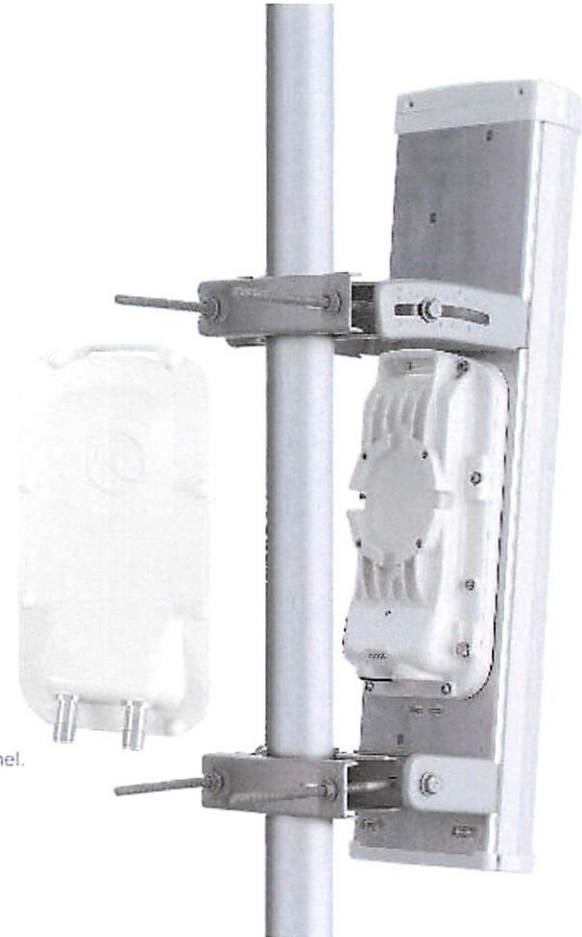
PMP 450i Access Point SPECIFICATION SHEET

PMP 450i Access Point

Cambium Networks industry-leading 450 platform includes the all new PMP 450i and PTP 450i radios. The 450i product platform is the most scalable industrial-grade wireless broadband solution available.

Key Features:

- **Ultra-wide band** radios support the entire band, whether in 5 GHz or 3 GHz. Advanced radio design improves transmit power and increases receive sensitivity.
- **Rugged metal enclosure** designed to meet IP-66 and IP-67 standards to withstand harsh environments. Optional ATEX/HAZLOC certified models available for hazardous deployments.
- **Dynamic Interference Filtering** to provide industry leading noise isolation for improved performance
- Updated FPGA and SoC architecture **triples the processing power** compared to PMP 450
- **Multifunction AUX port** allows for greater flexibility for deployment by adding a camera or other PoE directly.
- Option with new **Integrated 90 degree sector antenna** optimized for frequency re-use (>35 dB F/B), high gain, null fill and predictable performance.
- Now capable of **up to 300 Mbps per sector** in a 40 MHz channel.



PRODUCT		RoW	US	EU	DES only	IC
5 GHz Model Numbers	Connectorized	C050045A001A	C050045A002A	C050045A003A	C050045A004A	C050045A015A
	Integrated 90° sector	C050045A005B	C050045A006B	C050045A007B	C050045A008B	C050045A016B
3 GHz Model Numbers	Connectorized	C030045A001A	C030045A001A	C030045A001A	C030045A003A	C030045A001A
	Integrated 90° sector	C030045A002A	C030045A002A	C030045A002A	C030045A004A	C030045A002A

SPECTRUM

Channel Spacing	Configurable on 2.5 MHz increments, 3 GHz customizable to 50 KHz					
Frequency Range	3 GHz : 3300 - 3900 MHz			5 GHz : 4900 - 5925 MHz		
Channel Width	5 MHz, 7 MHz, 10 MHz, 15 MHz, 20 MHz, 30 MHz or 40 MHz			5 MHz, 10 MHz, 15 MHz, 20 MHz, 30 MHz or 40 MHz		



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Specifications

PMP 450i Access Point SPECIFICATION SHEET

INTERFACE

MAC (Media Access Control) Layer	Cambium Networks proprietary
Physical Layer	2x2 MIMO OFDM
Ethernet Interface	100/1000BaseT, full duplex, rate auto negotiated (802.3 compliant)
Protocols Used	IPv4, UDP, TCP, IP, ICMP, Telnet, SNMP, HTTP, FTP
Network Management	HTTP, HTTPS, Telnet, FTP, SNMP v3
MTU	1700 bytes
VLAN	802.1ad (DVLAN Q-in-Q), 802.1Q with 802.1p priority, dynamic port VID

PERFORMANCE

Subscriber Per Sector	Up to 238	
ARQ	Yes	
Modulation Levels (Adaptive)	MCS	Signal to Noise Required (SNR, in dB)
2X	QPSK	10
4X	16QAM	17
6X	64QAM	24
8X	256QAM	32
Maximum Deployment Range	Up to 40 miles (64 km)	
Latency	3 - 5 ms, typical	
GPS Synchronization	Yes, via Autosync (CMM4)	
Quality of Service	Diffserve QoS	

LINK BUDGET

Integrated Sector Antenna	90° Azimuth, 8° Elevation (3dB rolloff), 2° Electrical Downtilt, Dual polarity
Antenna Gain	17 dBi ± 1 dBi integrated 90° sector or external
Transmit Power Range	40 dB dynamic range (to EIRP limit by region) (1 dB step)
Maximum Transmit Power	+27 dBm combined output (+25 dBm combined for 3 GHz)

PHYSICAL

5 GHz

3 GHz

Antenna Connection	50 ohm, N-Type (Connectorized version only)		
Surge Suppression (LPU fitted)	EN61000-4-5, 1.2us/50us, 500 V voltage waveform Recommended external surge suppressor: Cambium Networks Model # C000000L033A		
Mean Time Between Failure	> 40 Years		
Environmental	IP67, IP66		
Temperature / Humidity	-40°C to +60°C (-40°F to +140°F), 0-95% non-condensing		
Weight	Connectorized	Approx. 2.0 kg (4.5 lbs)	Approx. 2.0 kg (4.5 lbs)
	Integrated	Approx. 6.8 kg (15 lbs)	Approx. 7 kg (15.5 lbs)
Wind Survival	Connectorized	322 km/h (200 mi/h)	322 km/h (200 mi/h)
	Integrated	322 km/h (200 mi/h)	322 km/h (200 mi/h)
Dimensions (HxWxD)	Connectorized	26.0 x 13.4 x 6.4 cm (10.3" x 5.3" x 3.3")	26.0 x 13.4 x 6.4 cm (10.3" x 5.3" x 3.3")
	Integrated	59.5 x 15.7 x 15.5 cm (23.4" x 6.2" x 6.1")	73.2 x 19.7 x 15 cm (28.8" x 7.8" x 5.9")
Power Consumption	15 W typical, 25 W max, 55 W max with Aux port PoE out enabled		
Input Voltage	48-59 V DC, 802.3at compatible		



Specifications

PMP 450i Access Point SPECIFICATION SHEET

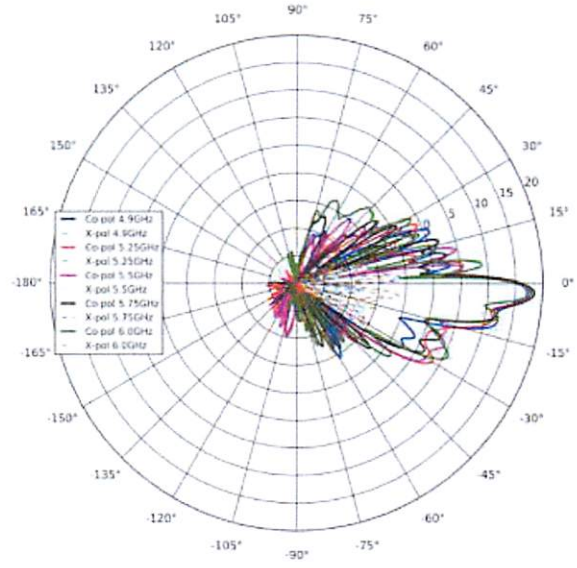
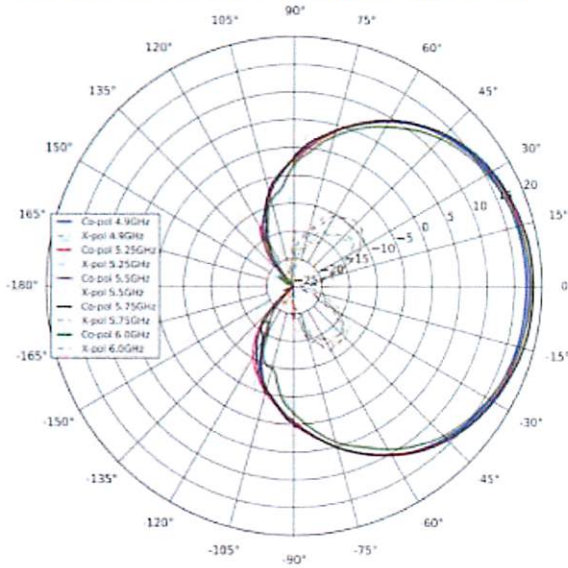
SECURITY

Encryption 56-bit DES, FIPS-197 128-bit AES

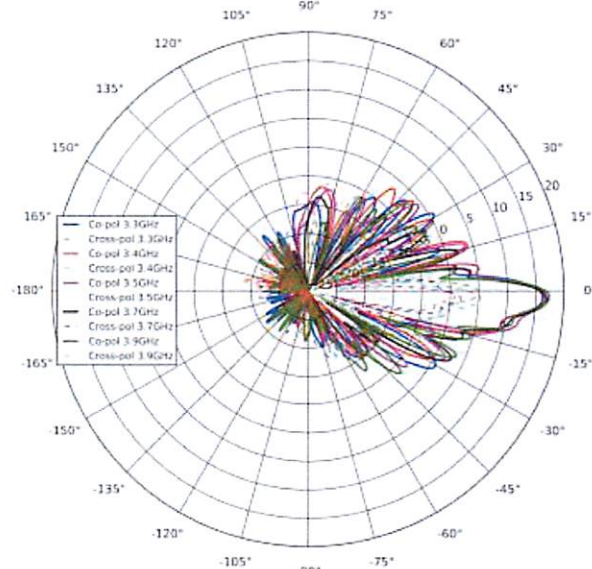
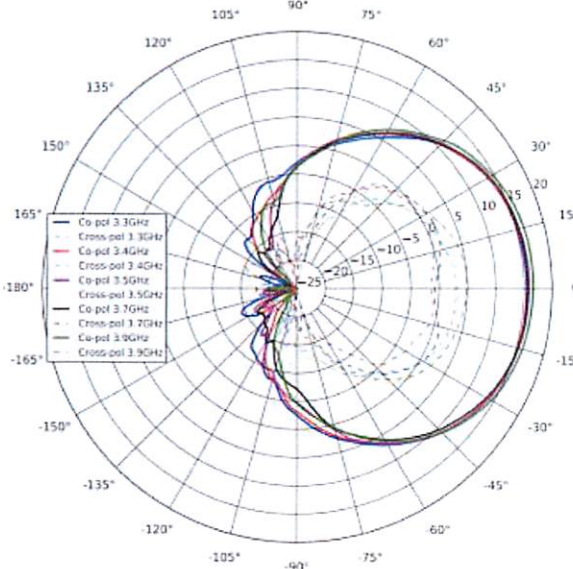
CERTIFICATIONS

Industry Canada	109W-0028 (3 GHz)	109AO-504501 (4.9, 5.2, 5.4, 5.8 GHz)
FCC ID	Z8H89F10028 (3 GHz)	QWP-504501 (4.9, 5.1, 5.2, 5.4, 5.8 GHz)
CE	EN 302 326-2 v1.2.2 (3 GHz)	EN 301 893 v1.8.1 (5.4 GHz)
		EN 302 625 v1.1.1 (Broadband Disaster Relief, 4.9 GHz, 5.1 GHz)
		EN 302 502 v1.2.1 (5.8 GHz)

5 GHz ANTENNA PATTERN FOR INTEGRATED SECTOR:



3 GHz ANTENNA PATTERN FOR INTEGRATED SECTOR:





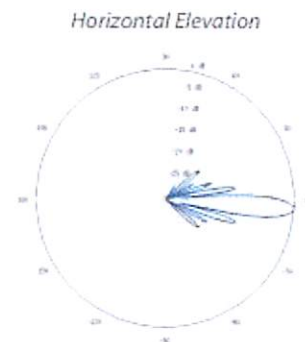
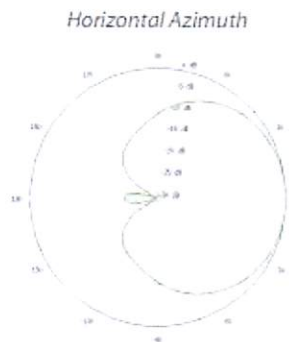
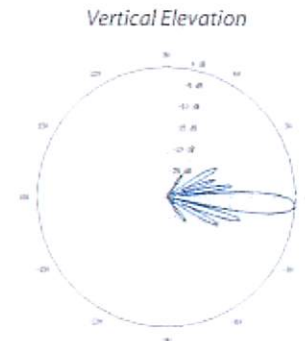
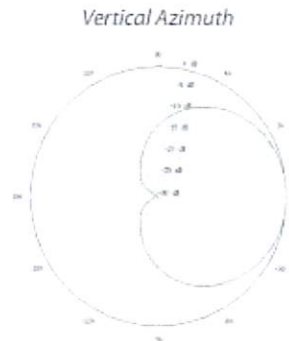
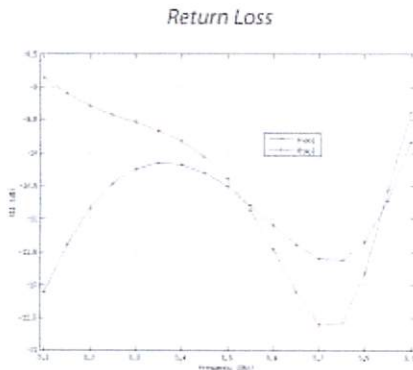
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UBNT Access Point - **To be removed**



AM-5G16-120
(5 GHz, 16 dBi)

AM-5G16-120 Antenna Information





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	Antenna Characteristics			
Model	AM-5G16-120	AM-5G17-90	AM-5G19-120	AM-5G20-90
Dimensions* (mm)	367 x 63 x 41	367 x 63 x 41	700 x 135 x 73	700 x 135 x 70
Weight**	1.1 kg	1.1 kg	5.9 kg	5.9 kg
Frequency Range	5.10 - 5.85 GHz	4.90 - 5.85 GHz	5.15 - 5.85 GHz	5.15 - 5.85 GHz
Gain	15.0 - 16.0 dBi	16.1 - 17.1 dBi	18.6 - 19.1 dBi	19.4 - 20.3 dBi
HPOL Beamwidth	137° (6 dB)	72° (6 dB)	123° (6 dB)	91° (6 dB)
VPOL Beamwidth	118° (6 dB)	93° (6 dB)	123° (6 dB)	85° (6 dB)
Electrical Beamwidth	8°	8°	4°	4°
Electrical Downtilt	4°	4°	2°	2°
Max. VSWR	1.5:1	1.5:1	1.5:1	1.5:1
Wind Survivability	125 mph	125 mph	125 mph	125 mph
Wind Loading	6 lbf @ 100 mph	6 lbf @ 100 mph	20 lbf @ 100 mph	26 lbf @ 100 mph
Polarization	Dual-Linear	Dual-Linear	Dual-Linear	Dual-Linear
Cross-pol Isolation	22 dB Min.	22 dB Min.	28 dB Min.	28 dB Min.
ETSI Specification	EN 302 326 DN2	EN 302 326 DN2	EN 302 326 DN2	EN 302 326 DN2
Mounting	Universal Pole Mount, RocketM Bracket, and Weatherproof RF Jumpers Included			

* Dimensions exclude pole mount and RocketM (RocketM sold separately)

** Weight includes pole mount and excludes RocketM (RocketM sold separately)



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airFiber® 5 airFiber® 5U

There are two airFiber models available for the 5 GHz spectrum. The model, AF5, features the popular mid-band frequencies, which are freely used in many parts of the world. The high-band model, AF5U, which can operate in the 5.7 - 6.2 GHz bands, has robust filtering to enable co-location with devices operating in the lower 5 GHz bands while allowing operation at a higher output power in many areas of the world.



Side



Back

1.0+ Gbps
Real Data Throughput

5 GHz

100+ km
xRT
xtreme Range Technology

HDD
TDD FDD



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Superior Processing

Ubiquiti Networks introduces our proprietary INVICTUS™ core communications processing engine. The speed, power, and efficiency of this integrated circuit enhances the performance of airFiber AF5/AF5U.

Efficient Use of 5 GHz Band

airFiber AF5/AF5U features 1 MHz center channel resolution with market-leading Power Envelope Tracking technology. airFiber AF5/AF5U accurately and continuously controls transmit power relative to the band edge. The power level automatically tracks to optimize performance near band edges, allowing you to choose the part of the band with the least interference.

Long-Range Links

Newly developed for airFiber AF5/AF5U, the patent-pending xRT feature uses an innovative, adaptive multi-channel coding scheme to enhance radio transceiver performance, thereby maximizing your link budget and spectrum utilization – while still maintaining regulatory compliance. This results in links that can span distances from 10 m up to 100+ km.

Quick and Easy Installation

The unique sliding-clamp design of airFiber AF5/AF5U allows mounting hardware to be pre-assembled prior to installation – no more dropped screws at the top of the tower. As an added convenience, the drop-in cradle mount design allows the installer to attach mounting hardware to the pole without having to support the weight of the airFiber radio during installation.

Radio Alignment Display

Newly designed for the airFiber AF5/AF5U, the Radio Alignment Display (RAD) makes aiming quicker and easier. The dual, calibrated signal strength indicators display the actual signal strength on the local and remote airFiber radios in real time. The comprehensive array of radio status indicators display the following:

- GPS synchronization status
- Master/slave mode
- RF link status
- RF overload warning
- Current modulation mode
- Link activity and speed for wired management and data ports





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Specifications

airFiber AF5/AF5U	
Dimensions	938.4 x 468.4 x 281.4 mm (36.94 x 18.44 x 11.08 in)
Weight	16 kg (35.27 lb) Mount Included
Max. Power Consumption	40 W
Power Supply	50V, 1.2A PoE GigE Adapter (Included)
Power Method	Passive Power over Ethernet (42-58VDC)
Certifications	CE, FCC, IC
Mounting	Pole Mount Kit (Included)
Wind Loading	863 N @ 200 km/hr (194 lbf @ 125 mph)
Wind Survivability	200 km/hr (125 mph)
Operating Temperature	-40 to 55° C (-40 to 131°F)
LEDs	(12) Status LEDs: Data Port Link/Activity Data Port Speed Management Port Link/Activity Management Port Speed GPS Synchronization Master/Slave Link Status Modulation Mode 0.25x to 4x, 6x, 8x, Overload Remote and Local Displays (Calibrated Signal Strength)
Operating Frequency	
AF5 FCC 15.247, 15.407, IC RSS 210 ETSI EN 301 893, EN 302 502 Other Regions	5470 - 5600 MHz, 5650 - 5850 MHz 5470 - 5875 MHz 5470 - 5950 MHz
AF5U FCC 15.247, IC RSS 21 ETSI EN 302 502 Other Regions	5725 - 5850 MHz 5725 - 5875 MHz 5725 - 6200 MHz
Interface	
Data Port	(1) 10/100/1000 Ethernet Port
Management Port	(1) 10/100 Ethernet Port
Auxiliary Port	(1) RJ-12, Alignment Tone Port
System	
Maximum Throughput	1.0+ Gbps
Maximum Range	100+ km (Dependent on Regulatory Region)
Packets per Second	1+ Million
Encryption	128-Bit AES
Forward Error Correction	164/205
Cyclic Prefix	1/16 Fixed
Uplink/Downlink Ratio	50% Fixed
Radio Frame Synchronization	GPS
Dynamic Frequency Selection	
AF5	CE, FCC/IC
AF5U	CE, (FCC/IC Not Applicable)



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airFiber AF5/AF5U Receive Sensitivity							
Spatial Streams	Modulation	Sensitivity (10 MHz)	Sensitivity (20 MHz)	Sensitivity (40 MHz)	Sensitivity (50 MHz)	FDD Capacity*	TDD Capacity*
8x	256QAM	-70 dBm	-67 dBm	-65 dBm	-64 dBm	1024 Mbps	512 Mbps
6x	64QAM	-77 dBm	-74 dBm	-72 dBm	-71 dBm	768 Mbps	384 Mbps
4x	16QAM MIMO	-84 dBm	-81 dBm	-79 dBm	-78 dBm	512 Mbps	256 Mbps
2x	QPSK MIMO	-90 dBm	-87 dBm	-85 dBm	-84 dBm	256 Mbps	128 Mbps
1x	1/2 Rate QPSK xRT	-93 dBm	-90 dBm	-88 dBm	-87 dBm	128 Mbps	64 Mbps
1/4x	1/4x QPSK xRT	-95 dBm	-93 dBm	-92 dBm	-91 dBm	32 Mbps	16 Mbps

* FDD = (2) 50 MHz channels and TDD = (1) 50 MHz channel

airFiber AF5/AF5U Radio Frequency	
GPS	GPS Clock Synchronization
Transceiver	
EIRP	-50 dBm (Dependent on Regulatory Region and Frequency Band)
Frequency Accuracy	±2.5 ppm without GPS Synchronization ±0.2 ppm with GPS Synchronization
Channel Bandwidth	10/20/40/50 MHz
Modulation	256QAM MIMO 64QAM MIMO 16QAM MIMO QPSK MIMO 1/2 Rate QPSK xRT 1/4 Rate QPSK xRT
Integrated Split Antenna	
TX Gain	23 dBi
RX Gain	23 dBi
Beamwidth	6°
Front-to-Back Ratio	70 dB
Polarity	Dual-Slant Polarization
Cross-Polarity Isolation	> 28 dB





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Rocket Dish 5G-30

5 GHz Models



Model	Frequency	Gain	Radome*
RD-5G30	5 GHz	30 dBi	RAD-2RD

The 5 GHz frequency band is free to use, worldwide, offers plentiful spectrum, and works well for long-distance links. However, 5 GHz signals have more difficulty passing through obstacles than lower-frequency signals.



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Specifications

Antenna Characteristics					
Model	RD-2G24	RD-3G26	RD-5G30	RD-5G30-LW	RD-5G34
Dimensions*	650 x 650 x 295 mm (25.6 x 25.6 x 11.61")	650 x 650 x 300 mm (25.6 x 25.6 x 11.81")	650 x 650 x 304 mm (25.6 x 25.6 x 11.97")	650 x 650 x 386 mm (25.6 x 25.6 x 15.2")	1050 x 1050 x 421 mm (41.34 x 41.34 x 16.57")
Weight**	9.8 kg (21.61 lb)	9.8 kg (21.61 lb)	9.8 kg (21.61 lb)	7.4 kg (16.31 lb)	13.5 kg (29.76 lb)
Frequency Range	2.3 - 2.7 GHz	3.3 - 3.8 GHz	5.1 - 5.8 GHz	5.1 - 5.9 GHz	5.1 - 5.8 GHz
Gain	24 dBi	26 dBi	30 dBi	30 dBi	34 dBi
HPOL Beamwidth	3.8° (RX Dish) 6.6° (TX Dish)	7° (6 dB)	5° (3 dB)	5.8° (3 dB)	3° (3 dB)
VPOL Beamwidth	3.8° (RX Dish) 6.6° (TX Dish)	7° (6 dB)	5° (6 dB)	5.8° (3 dB)	3° (6 dB)
F/B Ratio	50 dB (RX Dish) 65 dB (TX Dish)	33 dB	34 dB	30 dB	42 dB
Max. VSWR	1.6:1	1.4:1	1.4:1	1.6:1	1.4:1
Wind Loading	787 N @ 200 km/h (177 lbf @ 125 mph)			790 N @ 200 km/h (178 lbf @ 125 mph)	1,779 N @ 200 km/h (400 lbf @ 125 mph)
Wind Survivability	200 km/h (125 mph)				
Polarization	Dual-Linear				
Cross-pol Isolation	35 dB Min.				
ETSI Specification	EN 302 326 DN2				
Mounting	Universal Pole Mount, Rocket Bracket, and Weatherproof RF Connectors Included				

* Dimensions exclude pole mount and Rocket (Rocket sold separately)
 ** Weight includes pole mount and excludes Rocket (Rocket sold separately)

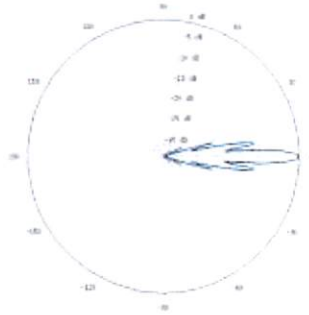


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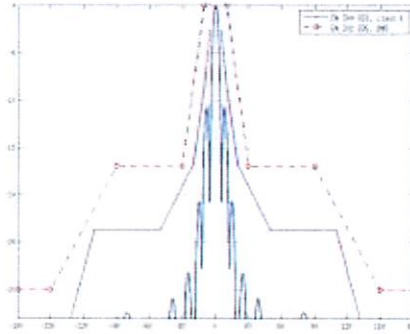
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RD-5G30 Antenna Information

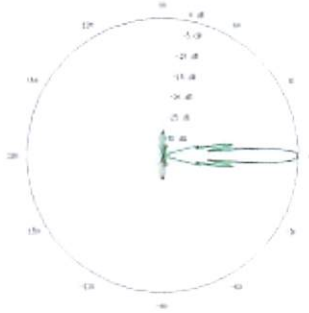
E-Plane, 5500 MHz



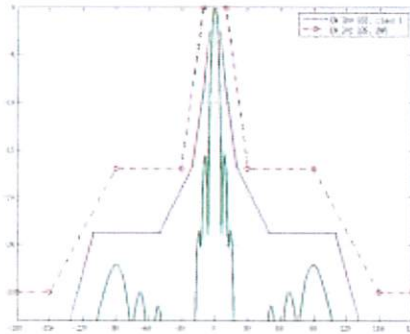
E-Plane Specs



H-Plane, 5500 MHz



H-Plane Specs





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UBNT Nanobridge 400



NanoBridge M5-22 5 GHz, 22 dBi

Product ID: NB-5G22



Specifications

System Information		
Processor Specs	Atheros MIPS 24KC, 400MHz	
	M9	M2, M3, M365, M5
Memory Information	64MB SDRAM, 8MB Flash	32MB SDRAM, 8MB Flash
	M9, M2, M5	M3, M365
Networking Interface	1 X 10/100 BASE-TX (Cat. 5, RJ-45) Ethernet	2 X 10/100 BASE-TX (Cat. 5, RJ-45) Ethernet

Regulatory / Compliance Information				
	M9	M2, M5	M3	M365
Wireless Approvals	FCC Part 15.247, IC RS210	FCC Part 15.247, IC RS210, CE	-	FCC Part 90Y
RoHS Compliance	YES			

Physical / Electrical / Environmental			
Enclosure Characteristics	Outdoor UV Stabilized Plastic		
Mounting Kit	Pole Mounting Kit included		
Power Supply	24V, 1A POE Supply included		
Power Method	Passive Power over Ethernet (pairs 4, 5+; 7, 8 return)		
Operating Temperature	-30C to 75C		
Operating Humidity	5 to 95% Condensing		
Shock and Vibration	ETSI300-019-1.4		
	M9	M2, M5	M3, M365
Dimensions	543 x 440 x 725 mm	400 mm diameter (M2) 326 mm diameter (M5-22) 420 mm diameter (M5-25)	492 x 440 x 705 mm
Weight	1310 g	1565 g	900 g
Max Power Consumption	6.5 Watts	5.5 Watts	8 Watts
Antenna Gain	13 dBi	18 dBi (M2) 22 dBi (M5-22) 25 dBi (M5-25)	21.5 - 22.5 dBi

Operating Frequency Summary (MHz)				
M9	M2	M3	M365	M5
902-928	2412-2462	3300-3700	3650-3675	5470-5825*



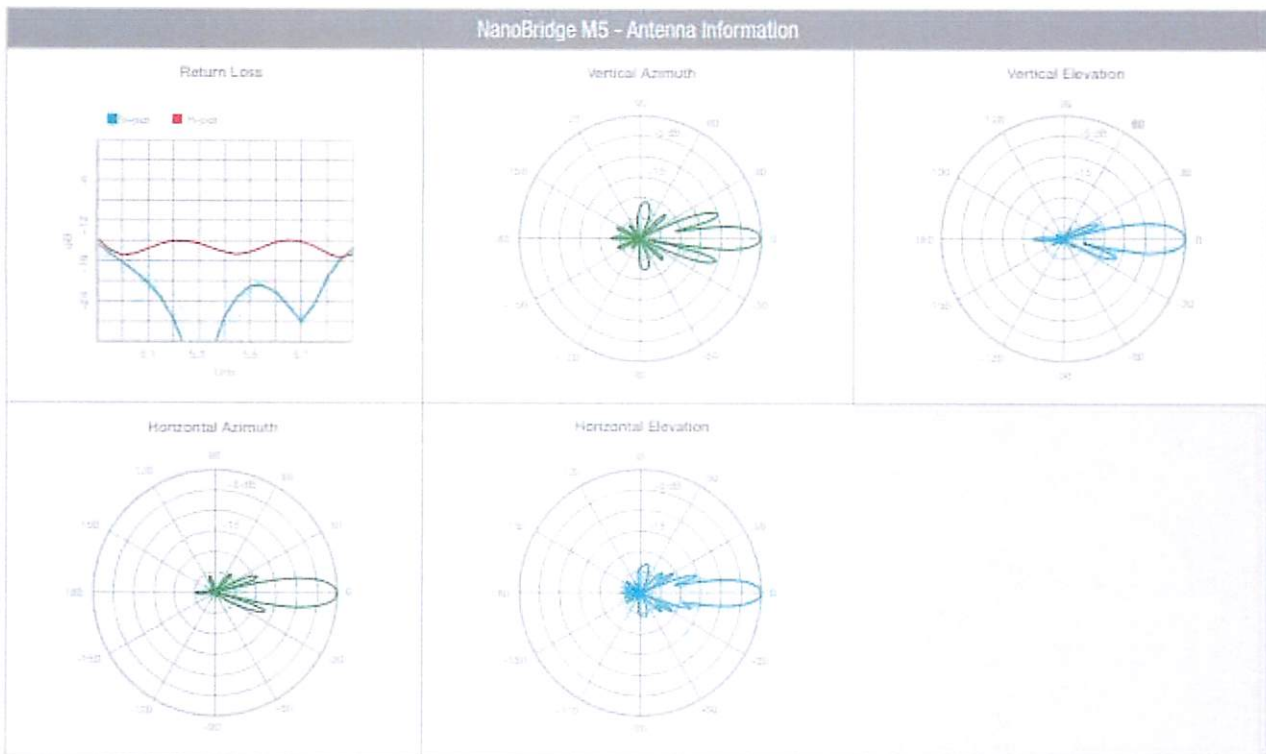
Zulu Internet, Inc.

2820 NW Loop 286 info@zuluinternet.com
 Paris, TX 75460 www.zuluinternet.com
 877-903-2777

Specifications (cont.)

09

NanoBridge M5 - Operating Frequency 5470-5825 MHz*							
OUTPUT POWER: 23 dBm							
TX POWER SPECIFICATIONS				RX POWER SPECIFICATIONS			
AirMax	MCS0	23 dBm	+/- 2 dB	AirMax	MCS0	-95 dBm	+/- 2 dB
	MCS1	23 dBm	+/- 2 dB		MCS1	-95 dBm	+/- 2 dB
	MCS2	23 dBm	+/- 2 dB		MCS2	-92 dBm	+/- 2 dB
	MCS3	23 dBm	+/- 2 dB		MCS3	-90 dBm	+/- 2 dB
	MCS4	22 dBm	+/- 2 dB		MCS4	-86 dBm	+/- 2 dB
	MCS5	20 dBm	+/- 2 dB		MCS5	-83 dBm	+/- 2 dB
	MCS6	19 dBm	+/- 2 dB		MCS6	-77 dBm	+/- 2 dB
	MCS7	18 dBm	+/- 2 dB		MCS7	-74 dBm	+/- 2 dB
	MCS8	23 dBm	+/- 2 dB		MCS8	-95 dBm	+/- 2 dB
	MCS9	23 dBm	+/- 2 dB		MCS9	-93 dBm	+/- 2 dB
	MCS10	23 dBm	+/- 2 dB		MCS10	-90 dBm	+/- 2 dB
	MCS11	23 dBm	+/- 2 dB		MCS11	-87 dBm	+/- 2 dB
	MCS12	22 dBm	+/- 2 dB		MCS12	-84 dBm	+/- 2 dB
	MCS13	20 dBm	+/- 2 dB		MCS13	-79 dBm	+/- 2 dB
	MCS14	19 dBm	+/- 2 dB		MCS14	-78 dBm	+/- 2 dB
	MCS15	18 dBm	+/- 2 dB		MCS15	-75 dBm	+/- 2 dB




The equipment found herein to this Lease submitted by TENANT and approved by both TENANT and the DISTRICT to be effective on January 1, 2018.

BOIS D'ARC MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By: 
Jim Frehner, President

Date: 2-9-2018

ZULU INTERNET, INC.,
a Texas for-profit corporation

By: 
Drew Dauffenbach, Director of Operations

Date: 2/1/18

System Totals Report

BOIS D` ARC MUD

Water Pumped This Month	10,255,300 Gallons
Water Sold This Month	4,424,600 Gallons
Water Used for Fire and Flushing Line	3,500,000 Gallons
Water Loss	2,330,700 Gallons
Water Loss (%)	22.73 %

	Amount (\$)	# Of Accounts
Total Water	53,695.30	1,137
Total Late Charges	1,150.00	115
Total RRGWCD	375.87	1,033
Total Adjustment	754.70	30
Total VFD Donation	1,008.00	503
Total Regulatory Fee	268.79	1,136
Total Current Charges	57,252.66	1,139
<hr/>		
Amount Past Due 1-30 Days	5,909.74	99
Amount Past Due 31-60 Days	901.45	16
Amount Past Due Over 60 Days	8,514.90	13
Amount Of Overpayments/Prepayments	-5,469.29	401
Total Receivables	67,109.46	1,144

Total Receipts On Account	60,926.00	1,041
Net Change in Deposits	400.00	7
Amount of All Deposits	69,372.57	692
Amount of All Deposit 2	6,900.00	68
Turned Off Accounts (Amount Owed)	2,172.44	245
Collection Accounts (Amount Owed)	0.00	12
Number Of Unread (Turned On) Meters		5
Average Usage For Active Meters	3,344	1,323
Average Water Charge For Active Meters	47.23	1,137

Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		2	126.800	2.87	2.30
40,001-50,000		3	140.300	3.17	2.59
30,001-40,000		2	71.000	1.60	1.29
20,001-30,000		12	296.300	6.70	5.17
10,001-20,000		47	621.400	14.04	10.16
8,001-10,000		29	255.800	5.78	4.18
6,001-8,000		94	652.300	14.74	11.09
4,001-6,000		192	951.000	21.49	17.14
2,001-4,000		328	978.300	22.11	22.06
1-2,000		331	331.400	7.49	18.20
Zero Usage		283	0	0.00	5.81
Total Meters		1,323	4,424,600	100.00	100.00

System Totals Report

BOIS D` ARC MUD

Monthly Reconciliation

Ending Receivables (Last Month)		70,782.80
Sales this Month	+	56,497.96
Adjustments this Month		754.70
Less Payments this Month	-	<u>60,926.00</u>
	=	67,109.46
Total Receivables		67,109.46
Ending Deposits (Last Month)		75,872.57
Changes this Month		<u>400.00</u>
	=	76,272.57
Total Deposits		76,272.57

1 AND 1/2 TON FORD 450 DIESEL TRUCK--2020

TOTAL AMOUNT SPENT FROM AUGUST 2014 THROUGH DECEMBER 2019							\$ 13,547.79
	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.	TOTALS
# TIMES FUEL BOUGHT	2	0	2	0	1		5
TOTAL MILES DRIVEN	538	0	716	-	391		1645
GALLONS BOUGHT	62.789	0	60.178	-	34.959		157.926
TOTAL AMT. PAID	\$ 136.82	\$ -	\$ 128.85	-	\$ 73.38		\$ 339.05
TOTAL AMOUNT SPENT FROM JULY THROUGH DECEMBER OF 2020							\$ 339.05
TOTAL AMOUNT SPENT THROUGH CURRENT MONTH OF 2020							\$ 14,967.73

2012 3/4 TON CHEVROLET GAS TRUCK							
TOTAL AMOUNT SPENT FROM JUNE 2018 THROUGH DECEMBER 2019							\$ 4,082.88
	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.	TOTALS
# TIMES FUEL BOUGHT	8	9	9	8	8		42
TOTAL MILES DRIVEN	2449	3001	2574	2221	2235		12480
GALLONS BOUGHT	209.393	253.248	233.613	216.186	209.736		1122.176
TOTAL AMT. PAID	\$ 451.03	\$ 535.67	\$ 463.83	\$ 435.04	\$416.63		\$ 2,302.20
7/10/20	Battery, Users Fee, Core Charge						\$ 102.35
7/13/20	Battery T-Bolt						\$ 9.19
7/17/20	Tail light and Assembly						\$ 97.41
9/10/20	4 New Tires						\$ 824.00
TOTAL AMOUNT SPENT FROM JULY THROUGH DECEMBER 2020							\$ 3,335.15
TOTAL AMOUNT SPENT THROUGH CURRENT MONTH 2020							\$ 9,915.02

Comdata Credit Card Purchases-2020**Nov-20**

DATE	PERSON	DISCRIPTION	PLACE	COST
11/19/20	Melinda	Secure emails for 3 years	Go Daddy	\$ 713.15
11/20/20	Hayden	Donuts for Board Meeting	Honey Bees	\$ 29.20
Total expenses for November 2020				\$ 742.35
Total Vehicle expenses for November+I592 2020				\$ 490.01
Total Comdata expenses for November E5972020				\$ 1,232.36

Sales Professional Checklist



Date: _____

Customer Name: _____ Sales Professional Name: _____

Contract Signer Name: _____ Sales ID/Employee ID: _____ MC# _____

Contract Signer Phone Number or Email: _____ Competitor Code: _____ Gain Reason Code: _____

Payment Terms: _____ AWRV: _____

*If COD/credit declined - a complete auto charge form must be approved in the package. Please review the AC form and requirement with the customer.

Garment Installation Charges: _____ Free Service Weeks: _____

Install Type (check all that apply): Garments Allied MRS Healthcare A2A AED

Desired Install Date: _____

REQUIRED FORMS: (ALL forms must be filled out COMPLETELY)

YES

<input type="checkbox"/>	Credit Application
<input type="checkbox"/>	Service Agreement with all signatures and approvals, per Signing Matrix, for any modifications to contract language or free service greater than 2 weeks
<input type="checkbox"/>	Salesforce.com Account Detail Print View
<input type="checkbox"/>	Salesforce.com Approved Contract Assist Detail Print View

OTHER FORMS: (Please complete forms as required for the type of customer)

YES N/A

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Employee Roster
<input type="checkbox"/>	<input type="checkbox"/>	Schedule I: Price list with all products, sizes & styles
<input type="checkbox"/>	<input type="checkbox"/>	Schedule II: Location List (REQUIRED for multi-location accounts)
<input type="checkbox"/>	<input type="checkbox"/>	Non-Service Express ProForma (REQUIRED for any NSE)
<input type="checkbox"/>	<input type="checkbox"/>	Contract Addendum
<input type="checkbox"/>	<input type="checkbox"/>	Special Merchandise Addendum - Signed
<input type="checkbox"/>	<input type="checkbox"/>	National/Regional Account Customer Profile with all applicable Schedules included
<input type="checkbox"/>	<input type="checkbox"/>	Purchase Order
<input type="checkbox"/>	<input type="checkbox"/>	AED Order Form
<input type="checkbox"/>	<input type="checkbox"/>	HSI CPR/AED Order Form
<input type="checkbox"/>	<input type="checkbox"/>	Other backup paperwork: _____

EMBLEMS:

Sketch Approved by Customer

Name Emblem Color Codes	Lettering	Background	Border
_____	_____	_____	_____
Emblem Text Type	_____		
Company Emblem Design#	_____		
Other Emblem Design#	_____		

Direct Embroidery Stitch-Out Approved by Customer (Sketch and original Stitch-Out)

LOGO MATS:

Sketch Approved by Customer

BOIS D ARC MUD

Prepared by:

Roderick Roberson

Account Executive

469-475-2560

roberson-roderick@aramark.com

December 1, 2020*



This Service Proposal is subject to the terms and conditions in Aramark's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 12-15-2020

About Aramark

With Aramark Uniform Services in your corner, you have the knowledge and support of an industry leader for more than 75 years. Our affiliated companies provide rental, lease and direct purchase uniforms and workplace supplies for more than 400,000 customers across North America.

The Aramark Difference



Innovation We use insights from our clients to fuel new ideas to deliver products that help your business thrive.



Service Excellence Backed by a consistent process during each service visit and a dedicated team at 800-ARAMARK, you'll have what you need when you need it.



Our People Our Route Sales Representatives are focused on building long-lasting relationships and understanding your business.



This Service Proposal is subject to the terms and conditions in Aramark's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 12-15-2020



12/1/2020*

BOIS D ARC MUD
FM 1396
ALLEN CHAPEL, TX 75446
(903) 378-7361

GARMENTS ORDERED:

NUMBER OF WEARERS	MERCHANDISE	NUMBER OF ITEMS PER WEARER	RATE (PER ITEM)	FREQUENCY	PER PERSON COST
3	Jacket, Team Style-Navy	2	\$0.500	Weekly	\$1.00
2	Shirt, Work, Solid, 65/35 Blend-Light Blue	11	\$0.300	Weekly	\$3.30
2	Shirt, Work, Solid, 65/35 Blend-Light Blue	11	\$0.300	Weekly	\$3.30
3	Pant, Work, 65/35 Blend-Navy	11	\$0.350	Weekly	\$3.85

FACILITY SERVICES ORDERED:

MERCHANDISE	QUANTITY	MINIMUM BILLED PERCENTAGE	RATE (PER ITEM)	FREQUENCY
Mat, Scraper, 3x5-Black	1	100%	\$4.000	Weekly
Mat, Standard, 4x6-Dark Grey	2	50%	\$6.000	Weekly

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 12-15-2020

ESTIMATED WEEKLY PRICING SUMMARY	
Weekly Garment Costs	\$27.75
Weekly Facility Services Costs	\$10.00
Service Charge	9%
Bill Assure	30%
Estimated Base Weekly Invoice Total	\$53.49

Presented by:
Roderick Roberson
 Account Executive
 469-475-2560
 roberson-roderick@aramark.com

Thank-You For Considering Aramark!

We know you have a choice when it comes to uniform companies. That is why we make sure everything we do and everything we offer is with you in mind. As an industry leader for over 75 years, we work hard to provide solutions to help keep your workplace cleaner, safer and healthier.

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 12-15-2020



SERVICE AGREEMENT

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

CUSTOMER NAME: BOIS D ARC MUD	CUSTOMER NAME: BOIS D ARC MUD
ADDRESS: FM 1396	ADDRESS: FM 1396
CITY / STATE / ZIP: ALLEN CHAPEL, TX 75446	CITY / STATE / ZIP: ALLEN CHAPEL, TX 75446

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE® RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)
3	Jacket, Team Style-Navy	2	\$0.500	Not Incl.	Weekly	\$33.35
2	Shirt, Work, Solid, 65/35 Blend-Light Blue	11	\$0.300	Not Incl.	Weekly	\$16.68
2	Shirt, Work, Solid, 65/35 Blend-Light Blue	11	\$0.300	Not Incl.	Weekly	\$16.68
3	Pant, Work, 65/35 Blend-Navy	11	\$0.350	Not Incl.	Weekly	\$21.28

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
Mat, Standard, 4x6-Dark Grey	2	\$6.000	Weekly	50%	Not Incl.	\$100.05
Mat, Scraper, 3x5-Black	1	\$4.000	Weekly	100%	Not Incl.	\$77.05

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	9% per Week	Company Emblem	\$5.00 per Emblem
Preparation Charge	\$5.00 per Garment	Other Emblem	\$0.00 per Emblem
Bill Assure	30% per Week	Name Emblem	\$4.00 per Emblem
Multi-day Stop Charge	\$10.00 per Additional Stop	Other Charges/Services: _____	_____
Additional Terms/Charges:			

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare®, lost Merchandise covered by Inventory Maintenance and Merchandise covered by Bill Assure.

Terms and Conditions Continued on Next Page

TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. Merchandise that is lost as a result of willful misconduct is not covered by Inventory Maintenance.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare®, Inventory Maintenance and Bill Assure do not cover lost or ruined Merchandise identified in connection with any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. **Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights.** In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. The parties explicitly acknowledge and agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

BOIS D ARC MUD _____
 Name of Customer

(903) 378-7361 _____
 Customer Phone #

 Name & Title of Customer Contact

 Signature of Authorized Customer Representative Date

Roderick Roberson, Account Executive _____
 AUS Representative Name & Title

 Signature – Aramark Representative Date

 Signature – Aramark General Manager Date



2680 Palumbo Dr, Lexington, KY 40509

Telephone: (800) 504-0328 Fax: (781)423-9091

Email: AUCA-DNBI@aramark.com

To expedite account processing, please fill out all **required*** information on the cover page, as well as below, and **sign*** the application.

*Name of Business: BOIS D ARC MUD		*DUNS Number: 962139689	
*Trade Name / DBA Name:		*Date Business Started:	
*Street Address: FM 1396	*City: ALLEN CHAPEL	*State: TX	*Zip Code: 75446
*Telephone: (903) 378-7361	Fax:	*Email Address:	
*Billing Street Address: FM 1396	*City: ALLEN CHAPEL	*State: TX	*Zip Code: 75446
Principal Owner:			
Corporate Address:		City:	State: Zip Code:
*Check Legal Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP		*Estimated Weekly Charges:	
Do you have an existing account with another Aramark line of business? <input type="checkbox"/> Yes <input type="checkbox"/> No		City and State of Aramark location:	
If so, please provide the Account Number:		Aramark telephone number:	
Other Location Address:	City:	State:	Zip Code:
Other Location Address:	City:	State:	Zip Code:

The Undersigned hereby makes this application for credit to Aramark Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns maybe subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual)

Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

For Office Use Only:	
Market Center Number:	Customer ID(s):
Date Submitted:	



AUTO-CHARGE ENROLLMENT

Return completed form to FSS Credit

Email CustomerDesk-CCFCM@aramark.com

Question or Assistance: (800) 749-8674

MC# _____ (To be completed by Salesperson)

In order to help protect your credit card information and to adhere to Payment Card Industry standards, Aramark Uniform Services will not record your full credit card information on paper. As such, we have only requested the last four digits of your credit card number below (please do not provide the complete number). A representative of Financial Shared Services will contact you at the phone number you have provided to complete the enrollment and enter your complete credit card information into a secure processing system. Your signature page with account information will be returned as confirmation account set up.

I, _____ (Card Holder), agent for the company BOIS D ARC MUD, (Contracted Customer Name) authorize Aramark Uniform Services to charge my credit card on a predetermined frequency for services provided per the signed Service Agreement.

For Current Customers: In the section below, please indicate the customer numbers that are to be charged on this card. The customer number is located at the top, right hand corner of your invoice shown as Customer followed by a 7 or 9 digit number.

Customer #s: _____, _____, _____, _____, _____

Card Holder Information

Name: _____
Address: _____
City, State and Zip: _____
Phone Number: (____) _____ - _____
Email: _____@_____
Fax: (____) _____ - _____

Credit Card Information

Card Number (Last 4 Digits Only): _____
Visa MasterCard American Express
Charge Frequency: Weekly Monthly
Please Note: Credit Card will be charged weekly for customers that are not approved for credit. If a Charge Frequency is not selected, the default is Weekly.
Receipt Required: Yes No
Receipt Delivery: Email Fax

By signing below, I certify I am the card holder, and I authorize Aramark Uniform Services to use the above stated credit card to pay for services and purchases made from time to time. Additionally, this authorizes Aramark Uniform Services to automatically process signed invoices for payment with the credit card listed above. This authorization will remain valid until such time as I provide written notice of cancellation to Aramark Uniform Services at the address above and Aramark Uniform Services shall have at least 10 days to implement such cancellation. I agree that it is my responsibility to notify Aramark Uniform Services of any new or updated account information if the credit card information changes (including updating the credit card expiration date). Should the above credit card be declined, this will be deemed a breach of the payment terms applicable to the related customer account(s) and it is agreed that Aramark Uniform Services will have the right to immediately suspend or terminate services to, or purchases by, the customer listed above. To the extent the credit card is declined, Aramark is also permitted to make additional attempts to re-process the impacted payment(s) using the credit card.

Signature

Print Name

BOIS D ARC MUD
Contracted Company Name

Date

For FSS Use Only:
Account #s: _____, _____, _____, _____, _____, _____
Keyed By: _____ Date Keyed: _____

UniFirst Corporation
Denison, Texas 75020
903-327-8736



12-16-20

Melinda Gibbs
Bois D'Arc Municipal Water District
14101 E FM 1396
Windom, TX 75492

Dear Melinda Gibbs,

UniFirst is one of North America's largest workwear and textile service companies, providing managed uniform, protective clothing, and custom corporate image apparel programs to businesses in diverse industries.

In addition to outfitting nearly 2 million workers in clean uniforms each workday, we also have a hand in keeping their businesses clean, safe, and healthy through our Facility Service programs... allowing us to be a single-source solution for a variety of needs.

Thanks for the opportunity to submit a cost estimate to your team.

Sincerely,

UniFirst Corporation

When you participate in a full-service UniFirst Uniform Rental Program, upfront clothing investments are eliminated. We outfit employees in the work clothing of your choice, provide scheduled cleaning, garment maintenance/repairs, and when garments become overly worn to affect business image, we issue replacements.

We handle all the program administration for your employee uniform rentals, eliminating all the worries and headaches. Our Uniform Rental Service is available for one low weekly charge per employee (or per product).

What's included with our Uniform Rental Service programs:



How our rental uniform service works

More than 250 UniFirst service centers throughout the U.S. and Canada provide a total Uniform Rental and/or Facility Service package. With UniFirst Uniform Rental Service, you get:

- Professional on-site needs analysis
- More than 35,000 in-stock product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Professional laundering and finishing
- Regularly scheduled uniform deliveries and product replenishment
- Inspection of all work clothing for rips, flaws, missing buttons, etc.
- Automatic garment repairs
- Automatic replacement of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Don't Bring Contaminants Home

When you choose UniFirst to launder your uniforms, you prevent contaminants from spreading onto family members' clothing.

Triple Pro Service

When you rent uniforms from UniFirst, you'll get three designated UniFirst service professionals working on your account at all times.

- A dependable **Route Sales representative** who'll keep your program running smoothly day in and day out.
- A dedicated **Service Manager** whose primary responsibility is to see that you're getting everything you need, when you need it.
- A local **customer Service representative** who's always ready to provide immediate assistance.

Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request. Learn more about [The UniFirst Difference](#).

Add emblems and embroidery to your work clothing

Advertise your unique company identity by having your employees' names and your company logo embroidered on uniform emblems, or directly embroidered. Learn more about our [custom emblems and embroidery](#).

Based on our meeting and the information I gathered I wanted to provide you an initial cost estimate. Please find your cost estimate information below:

UniFirst Code	Item Description	Total Inventory	Weekly Qty.	Unit Rate	Weekly Total
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Code	Item Description				
5389	4X6 Scraper Mat	2	1	\$2.63	\$2.63
76GB	4X6 Great Impressions	2	1	\$2.93	\$2.93
0108	Snap Front Chambray Shirt	3/11	33	\$0.31	\$10.23
1506	Permalined Jacket	3/11	33	\$0.57	\$18.81
DEFE	Delivery / Environmental Fee			\$3.00	\$3.00
	Total			\$9.44	\$37.60



Snap-Front Chambray Shirts

These chambray shirts can stand up to a tough day's work or look formal enough for an evening's night out. Banded collar, six pearlized buttons, and two large flap pockets with snap closures. Long sleeve version has two snap closures. 65/35 poly/cotton. Made by UniFirst.

Long Sleeve

0108

S-3XL Regular, M-3XL Tall

Lt. Blue 09	Black 12
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UniWear® Permalined Jackets

Our popular UniWear waist length jackets with quilted 100% polyester fiberfill permanent lining are warm and built to last. Solid brass zipper. Front slash pockets for easy glove storage, and a left sleeve pocket for pencils or small tools. Adjustable two-button side tabs and cuffs. 7.5 oz. 65/35 poly/cotton twill shell. Made by UniFirst.

1506 UniWear
BY UNIFIRST

S-4XL; specify Regular or Tall

Spruce Green 02	Navy 05	Black 12	Brown 13	Charcoal 31
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RESOLUTION NO. 2020-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF BOIS D'ARC MUNICIPAL UTILITY DISTRICT, FANNIN COUNTY, TEXAS (DISTRICT), ADOPTING THE DISTRICT'S ANNUAL BUDGET FOR FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021 (FY2021); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bois D'Arc Municipal Utility District, Fannin County, Texas (the "District") is a political subdivision of the State of Texas, and operating pursuant to Chapters 49 and 54 of the Texas Water Code, among others;

WHEREAS, Texas Water Code § 49.057 requires the Board of Directors to adopt an annual budget for the District prior to the beginning of the District's fiscal year; and

WHEREAS, the annual budget for the District's fiscal year beginning January 1, 2021 and ending December 31, 2021 (FY2021), attached hereto as Exhibit A and incorporated for all purposes by reference herein, was presented to the District's Board of Directors at the monthly board meeting, open to the general public, and held on the date indicated below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BOIS D'ARC MUNICIPAL UTILITY DISTRICT, FANNIN COUNTY, TEXAS THAT:

Section 1. Adoption. The District's Annual Budget for FY2021 as found in the attached Exhibit A (the "Annual Budget") is hereby approved and adopted by the District's Board of Directors, and all expenditures of District funds during FY2021 will be made in accordance with the Annual Budget and any subsequent amendments as approved and adopted by the Board of Directors.

Section 2. Effective Date. This Resolution and the District's Annual Budget for FY2021 is effective January 1, 2021.

APPROVED and ADOPTED by the Board of Directors of Bois D'Arc Municipal Utility District on this the 18th day of December, 2020.

[District seal]

Rhonda Grubbs Cunningham, President

ATTEST:

APPROVED AS TO FORM:

Gary Vincent, Secretary

Maria Huynh, Attorney

EXHIBIT A
TO
RESOLUTION NO. 2020-003

BOIS D'ARC MUD
Annual Budget for FY 2021

Income

4001 Water Sales - Customer	\$	711,000
4002 Late Charges	\$	17,400
4006 Meter Sets	\$	51,800
4007 Reconnect / Disconnect	\$	1,125
4008 Road Bore / Crossing	\$	6,585
4009 Line Extension Standard	\$	9,300
4010 Transfers	\$	3,925
4012 Returned Check Fee	\$	550
4014 Miscellaneous	\$	1,850
4015 Miscellaneous Fee / Charges	\$	1,485
Total Income	\$	805,020

Expense (Non-Operating)

5065.3 LBCR Engineering	\$	148,200
J.D. Note	\$	5,460
Bond	\$	165,800
Total Expense	\$	319,460

Expense (Operating)

5001 General Operating Supplies	\$	59,360
5002 Salaries	\$	194,700
5003 Payroll Tax	\$	15,050
5005 Water Purchased	\$	24,000
5006 Water Samples	\$	1,870
5007 Road Bore Expense	\$	-
5012 Repairs & Maintenance	\$	8,950
5019 Automobile Maintenance	\$	5,775
5020 Office Supplies	\$	12,675
5026 Bank Fees	\$	535
5029 TCEQ System Fees	\$	2,900
5030 USDA Line Fees	\$	350
5032 Accounting Services	\$	16,380
5033 Legal Services	\$	26,450
5034 License, Dues, Fees	\$	10,100
5035 Telephone	\$	4,700
5037 Contract Labor	\$	-
5038 Fuel	\$	10,250
5040 Engineering Services	\$	5,680
5041 Chemicals	\$	7,850
5043 Advertising & Promotions	\$	650
5047 Insurance	\$	11,400
5048 TML IEBP Employee Health Ins.	\$	42,000
5050 Utilites	\$	55,740
5051 Small Equipment Purchased	\$	3,000
5052 Miscellaneous	\$	1,450
5053 Travel	\$	610
5054 Meals	\$	470
5055 Training	\$	950
5056 Simple IRA	\$	4,300
Total Operating Expense	\$	528,145

RESOLUTION NO. 2020-004

A RESOLUTION OF THE BOARD OF DIRECTORS OF BOIS D'ARC MUNICIPAL UTILITY DISTRICT, FANNIN COUNTY, TEXAS (THE DISTRICT), AMENDING SECTION 7.02(f) OF THE DISTRICT'S EMPLOYEE HANDBOOK FOR USING AND TAKING PAID TIME OFF TO INCLUDE NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY, CONFLICTS AND SAVINGS, AND AN EFFECTIVE DATE.

WHEREAS, Bois D'Arc Municipal Utility District, Fannin County, Texas (the "District") is a political subdivision of the State of Texas, operating pursuant to Chapters 49 and 54 of the Texas Water Code, among other governing statutes;

WHEREAS, Section 7.02(f) of the District's Employee Handbook provides for requirements when using and taking paid time off (PTO);

WHEREAS, the Board finds that it is in the best interest of the District to amend Section 7.02(f) of the District's Employee Handbook to provide requirements for notice when using and taking PTO, as provided in the Exhibit A attached hereto and incorporated by reference for all purposes herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BOIS D'ARC MUNICIPAL UTILITY DISTRICT THAT:

SECTION 1. Amendment. Section 7.02(f) of the District's Employee Handbook, is hereby approved, amended and restated as provided in the attached Exhibit A.

SECTION 2. Severability. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 3. Conflicts and Savings. All resolutions and provisions of resolutions of the District in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all resolutions and provisions of resolutions of the District not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. Effective Date. This Resolution is effective immediately from and after its passage.

PASSED and ADOPTED by the Board of Directors of Bois D'Arc Municipal Utility District on this 18th day of December, 2020.

[District seal]

Rhonda Grubbs Cunningham, President

ATTEST:

APPROVED AS TO FORM:

Gary Vincent, Secretary

Maria Huynh, Attorney

EXHIBIT A
TO
RESOLUTION NO. 2020-004

Section 7.02 Paid Time Off (PTO).

...

- (f) Using or Taking PTO. Except in the case of sudden illness or emergency, PTO requests must be submitted at least two (2) weeks in advance to the General Manager and must be approved by the General Manager. Employees may use time from their PTO bank in either half-day or full-day increments up to a maximum of 2 weeks of continuous PTO. The General Manager will make every effort to approve PTO requests at the desired times but the District reserves the right to deny or reschedule PTO due to business needs. Only accrued PTO may be taken. Employees may not take PTO in advance (*i.e.*, time off taken in excess of an employee's PTO accrual balance).