

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, July 17, 2020 at 9:00 AM

PLACE: 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 videoconference website: <https://us02web.zoom.us/j/8791455344>
- ZOOM teleconference by dialing the toll-free number: **+1 346 248 7799**, then, enter Meeting ID: **879 145 5344#**
- ZOOM Cloud Meetings app (mobile device), enter Meeting ID: **879 145 5344**

AGENDA

1. Call to Order and Declaration of Quorum.
2. Public Comments (Limit of 3 minutes per speaker).
3. Discuss and take action on the Minutes of the June 19, 2020 Board Meeting.
4. Update by the District's Engineer including status of the Lower Bois D'Arc Reservoir Projects / NTMWD. Presentation by the District's Engineer of preliminary recommendations for possible future projects.
5. Discuss and take action regarding tank inspection, rehabilitation, and painting for the District's four ground storage tanks.
6. Discuss and take action regarding the 2004 Wholesale Water Purchase Agreement Between City of Dodd City, Texas and Lannius MUD assigned to the District.
7. Discuss and take action regarding encasing of the District's existing waterline on 4455 E. Hwy 56 and driveway issue.
8. Discuss and take action regarding Resolution No. 2020-002, amending Section 7.02(h) of the District's Employee Handbook regarding separation of employment and paid time off (PTO); providing for severability, conflicts and savings, and effective date.
9. Discuss and take action regarding Construction Water and Meter Agreement (temporary water service) between the District and Hasen Design Build and Development, Inc.
10. Report from Attorney Maria Huynh regarding various COVID-19 orders and proclamations affecting water districts and local governmental entities.
11. Adjournment.

CERTIFICATION

I certify this Notice of Meeting was posted on July 14, 2020, at 9:00 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, June 19, 2020 at 9:00 AM

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

1. Call to Order and Declaration of Quorum.

- Meeting was called to order by Rhonda Cunningham at 9:00 a.m. and a quorum was declared with the Board Directors present: Rhonda Cunningham, Bob Payne, Larry Franklin, Gary Vincent, and Donna Ryser.
- Directors absent were Brad Lane and JW Caraway.
- District staff present: Office Manager Melinda Gibbs, Field Manager Hayden Lane, Tanner Macrum and Will Caraway
- Others present: Engineer Jacob Dupuis and Attorney Maria Huynh

2. Unopposed directors to take Statement of Officer and Oath of Office. Discuss and take action to elect the Officers of the District's Board of Directors.

- Rhonda Cunningham, Bob Payne, and Larry Franklin took their Statement of Officer and Oath of Office.
- Donna Ryser made the motion to elect Rhonda Cunningham as President, Bob Payne as Vice President, and Gary Vincent as Secretary-Treasurer. Motion was seconded by Bob Payne and passed unanimously.

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

- Linda McMilline (customer in Telephone) stated there is a pool of water at her meter and requested the District smooth out a mound of dirt near the meter.
- Earl Sullivan (Lakewood Capital Group in Knoxville, TN) requested the board to reconsider the application process for non-standard service contracts and plats/plans and information required. Attorney Huynh stated that if developers have not acquired property and do not provide enough information and documentation, then the engineer's evaluation, costs, facilities, and other requirements are subject to change.

4. Update by the District's Engineer including status of the Lower Bois D'Arc Reservoir Projects / NTMWD. Presentation by the District's Engineer of preliminary recommendations for possible future projects.

- Engineer Jacob Dupuis updated the Board with status of projects and no pay applications or change orders for this month; NTMWD proposed building, booster, pump station on US 82 and requested information from the District's engineers regarding capacity.
- Jacob also presented the preliminary recommendations for possible future projects (capital improvements), including alternates and estimated costs, and answered questions from the Board.
- No action was needed or taken.

5. Discuss and take action regarding tank inspection, rehabilitation, and painting for the District's four ground storage tanks.

- This project is also included as one of the Engineers preliminary recommendations in Item 4.
- After further discussion, Donna Ryser made the motion to authorize the District's engineers to prepare plans. The motion was seconded by Larry Franklin and passed unanimously.

6. Discuss and take action regarding Jimmie Fleetwood driveway at 4455 E. State Hwy 56 due to a leak repair on April 20, 2020.

- Field Manager Hayden Lane updated the Board with details of the repair in April including removal of driveway and that the District has repaired multiple times.
- After discussion, Larry Franklin made the motion to authorize District staff to repair the driveway including encasing the District's line to avoid future issues, in the maximum amount of \$3,500.00. The motion was seconded by Gary Vincent and passed unanimously.

7. Discuss and take action regarding the 2004 Wholesale Water Purchase Agreement Between City of Dodd City, Texas and Lannius MUD assigned to the District.

- Jacob Dupuis and Hayden Lane reported that Dodd City stopped water service to the District (Lannius area) on May 30, 2020, and Hayden has to turn on the District's bypass to serve the customers in that area. The Dodd City meter vault was still locked.
- After review of the agreement and discussion, Larry Franklin made the motion to authorize the District's attorney, engineer, and field manager to communicate the water service issues to Dodd City and possible proposed amendments to the agreement. Motion was seconded by Bob Payne and passed unanimously.

8. Discuss and take action on the consent items consisting of:

a. Minutes of the May 15, 2020 Board Meeting

b. District's monthly financials for March 2020, April 2020, and May 2020

- After review and discussion, Donna Ryser made the motion to approve the Minutes of the May 15, 2020 Board Meeting as revised to correct Item 6 (adding that Brad Lane seconded the motion) and also to accept the presented District's monthly financials for March 2020, April 2020, and May 2020.

9. Discuss and take action regarding Resolution No. 2020-001, amending the District's adopted budget for FY 2020; providing for severability, conflicts and savings, and effective date.

- Gary Vincent presented budget items that needed amendment.
- After further discussion, Bob Payne made the motion to approve the presented Resolution and adopt the amended budget according thereto. Motion was seconded by Donna Ryser and passed unanimously.

10. Recess into Executive Session pursuant to Tex. Gov't Code Section 551.074, to deliberate the following personnel matters:

- a. Discuss possible hiring of a part-time District Field Operator (employee) and other employment terms in connection thereto.**

b. Discuss possible discipline of District employees who have not signed the District's Employee Handbook (Personnel Policy).

- The Board recessed Open Session and entered Executive Session at 10:43 AM, as announced by Rhonda Cunningham.

11. Reconvene into Open Session. Discuss and take any appropriate action regarding Executive Session deliberations.

- The Board reconvened into Open Session at 11:06 AM.
- Staff reported: Melinda Gibbs has taken care of the TML insurance enrollment; Will Caraway was enrolled and taking classes regarding his license; and Hayden Lane will take management classes.
- The Board stated that Tanner Macrum needs to enroll for licensing classes; any employee that hasn't reviewed and signed the Employee Handbook needs to do so immediately; and the inventory control system needs to be implemented.
- After further discussion, Donna Ryser made the motion to hire Jake Wilson part-time to work 16 hours per month with pay of \$21.00/hr, effective immediately. Motion was seconded by Larry Franklin and passed unanimously.

12. Adjournment.

- Meeting was adjourned at 11:10 AM.

APPROVED by the Board of Directors of Bois D'Arc Municipal Utility District, Fannin County, Texas, on this 17th day of July, 2020.

[District seal]

Gary Vincent, Secretary-Treasurer

RESOLUTION NO. 2020-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF BOIS D'ARC MUNICIPAL UTILITY DISTRICT, FANNIN COUNTY, TEXAS, AMENDING SECTIONS 7.02(h), 15.02, and 15.07(a) OF THE DISTRICT'S EMPLOYEE HANDBOOK REGARDING SEPARATION FROM EMPLOYMENT, NOTICE AND PAID TIME OFF; PROVIDING FOR SEVERABILITY, CONFLICTS AND SAVINGS, AND AN EFFECTIVE DATE.

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

WHEREAS, the District's Employee Handbook provides requirements regarding separation from employment, notice of resignation, and payment for unused and accrued paid time off (PTO) upon separation from employment in Sections 7.02(h), 15.02, and 15.07(a), however, the language in such provisions are confusing;

WHEREAS, the Board finds that it is in the best interest of the District to clarify Sections 7.02(h), 15.02, and 15.07(a) by amending said sections in the District's Employee Handbook, 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. Sections 7.02(h), 15.02, and 15.07(a) 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 17th day of July, 2020.

[District seal]

Rhonda Grubbs Cunningham, President

ATTEST:

APPROVED AS TO FORM:

Gary Vincent, Secretary

Maria Huynh, Attorney

EXHIBIT A
TO
RESOLUTION NO. 2020-002

Section 7.02 Paid Time Off (PTO).

...

- (h) Separation From Employment. Employees must give a minimum of two-weeks' written notice of employment termination and must work the remaining two weeks without utilizing PTO. Employees with unused and accrued PTO upon separation from employment will be paid for the accrued PTO time at the employee's final regular hourly rate. The last day actually worked by an employee is the last day of employment with the District for purposes of calculating the employee's final accrued PTO. If an employee fails to give the written two-week notice and work the remaining two weeks, the employee forfeits any unused and accrued PTO.

Section 15.02 Resignations.

An employee who intends to resign must notify the General Manager in writing at least ten (10) working days prior to the anticipated last day of work. Failure to provide notice will result in employee's forfeiture of any unused and accrued PTO, and may adversely affect the district's decision to re-hire that employee.

Section 15.07 Calculation of Separation Pay.

- (a) Upon separation from the district's employment, regular full-time employees who have completed at least six (6) months of continuous employment may be paid for accrued and unused Paid Time Off (PTO) up to the limit of their maximum allowable accumulation. Subject to Sections 7.02 and 15.02, payment of unused and accrued PTO will be included in the employee's final paycheck and will be calculated in the following manner:
 - (1) The hours worked during the last pay period in which work was performed will be added to allowable PTO hours and the employee will be paid a lump sum at the employee's regular hourly rate according to the total number of hours payable. If the employee is on salary, the regular hourly rate will be determined by dividing the employee's regular annual salary by 2,080 working hours per year; or
 - (2) For employees who are subject to the Fair Labor Standards Act (FLSA), any overtime hours (as defined in this handbook) worked during the employee's final pay period will be paid in the final paycheck at a rate of one and one-half (1½) times the employee's regular hourly rate for each overtime hour worked unless the employee previously received equivalent compensatory time under Article 6 of this handbook.

CONSTRUCTION WATER AND METER AGREEMENT

(Temporary Water Service Agreement)

This Construction Water and Meter Agreement ("Contract") is made and entered into by and between **Bois D'Arc Municipal Utility District**, a political subdivision of the State of Texas (the "District"), and **Hasen Design Build and Development, Inc.**, a Texas for-profit corporation ("Customer"), effective April 27, 2020 (the "Effective Date").

R E C I T A L S

WHEREAS, Customer requested water service temporary service not to exceed 30 days and/or usage of 500 gallons of water and agreed to the District's Temporary Service Request on April 27, 2020, attached hereto as Exhibit A;

WHEREAS, the District assigned its Meter No. 00850923 for supplying water to a temporary mobile office located near the North Texas Municipal Water District (NTMWD) lake facilities in 1859 CR 2945 in Fannin County, Texas (the "Meter") to Customer;

WHEREAS, Customer will exceed the temporary water service of 30 days and used more than 500 gallons of water from the Meter and has requested additional water for which Customer agrees to pay all applicable fees and charges in accordance with the District's Tariff (also known as a "Rate Order");

WHEREAS, the District agrees to furnish temporary construction water service to Customer until Customer completes its contracted work for NTMWD, approximately 120 days from the Effective Date (the "Contracted Work");

WHEREAS, the District will not be required to provide temporary construction water service to the Meter until Customer's compliance with the terms and conditions of service in this Contract and the District's Tariff as required for such temporary construction water service; and

WHEREAS, after Customer has completed the Contracted Work, the District is not obligated to provide and will not provide water service to the Meter or other meter(s) until the District and Customer enter into a non-standard service agreement or other appropriate water service agreement for such water service, as provided by the District's Tariff.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, the District and Customer agree as follows:

1. Recitals Incorporated. The recital above are approved and adopted by the District and Customer as obligatory components of this Contract.
2. Temporary Water Service. Subject to the rules and regulations adopted by District as set forth in the District's Tariff and as provided in this Contract, including to the actions required by Customer prior to receiving temporary construction water, the

District is authorized to provide temporary construction water service to the Meter ("Temporary Water Service") from the Effective Date until such time as Customer has completed the Contracted Work. After Customer has completed the Contracted Work, the District is not required to provide continuous and adequate water service to the Meter, and such subsequent water service must be provided according to appropriate water service agreement separate from this Contract and according to the District's Tariff.

3. Construction Meter and Costs. All construction water taken by Customer will pass through the Meter, supplied by the District.

(a) *Inspection and reading meter.* Customer agrees to make the Meter available for inspection by the District's employees, consulting engineer, representatives, or agents. The Meter will be radio read by the District.

(b) *Deposit.* Customer agrees to pay a deposit for the Meter in the amount equal to **\$100.00** (the "Deposit"). The District acknowledges receipt of the Deposit paid by Customer, check #11872, dated April 27, 2020. The Deposit less and any charges for damage to the construction meter will be returned upon the District receiving final payment of the Temporary Water Service.

4. Temporary Service Fee and Monthly Rate. To receive Temporary Water Service beginning on the Effective Date and until Temporary Water Service has ended, Customer shall pay to the District the monthly rate for temporary water service as follows:

- (a) minimum of \$30.00;
- (b) additional \$6.00 per 1,000 gallons, for the usage of 2,001 to 5,000 gallons;
- (c) additional \$7.00 per 1,000 gallons, for the usage of 5,001 to 10,000 gallons; and
- (d) additional \$10.00 per 1,000 gallons, for the usage of 10,001 gallons or more.

5. Notices. Any notices required or permitted to be given hereunder shall be given in writing by hand delivery or certified mail, return receipt requested, to the addresses set forth below or to such other single address as a party hereto shall notify the other parties in writing:

If to the District: Bois D'Arc MUD
Attn: General Manager
14101 E. FM 1396
Honey Grove, Texas 75446

If to Customer: Hasen Design Build and Development, Inc.
2900 Photo Avenue
Fort Worth, Texas 76109

6. Assignability. The rights and obligations of Customer hereunder may not be assigned without the prior written consent of the District. This Contract shall be finding on and shall inure to the benefit of the successors and assigns of the parties.

7. Governing Law and Venue. This Temporary Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fannin County, Texas. Venue for any action arising under this Contract shall lie in Fannin County, Texas.

8. Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Contract, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

9. Entire Agreement. This Contract contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Contract shall be construed as a whole and not strictly for or against any party. Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

10. Severability. In the event any provision of this Temporary Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Temporary Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

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

12. Authority. This Contract shall become a binding obligation upon execution by all signatories hereto. The District warrants and represents that the individual executing this Contract on behalf of the District has full authority to execute this Contract and bind the District to the same. Customer warrants and represents that the individual executing this Contract on behalf of Customer has full authority to execute this Contract and bind Customer to the same.

13. Indemnity. Customer shall indemnify and save harmless the District and its officers, agents, representatives, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by the acts of Customer or its agents, representatives, or employees in connection with or related to the District's water facilities and/or service, or by the execution of or performance under this Contract.

EXECUTED by **CUSTOMER** on this _____ day of _____, 2020.

Hasen Design Build and Development, Inc.,
a Texas for-profit corporation

By: _____

Print name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

§

This instrument was acknowledged before me, the undersigned authority, on the _____ day of _____, 2020, by _____, on behalf of Hasen Design Build and Development, Inc., a Texas for-profit corporation, for the purposes and consideration therein expressed.

[Notary seal]

Notary Public, State of Texas

EXHIBIT A

BOIS D'ARC MUNICIPAL UTILITY DISTRICT
14101 E. FM 1396, Honey Grove, TX 75446
Tel: 903-378-7361, Fax: 903-378-3350

TEMPORARY SERVICE REQUEST

I, Louis Kosanovich, hereby request temporary water service from the District and agree to pay all service charges required under the District's approved Tariff (Rate Order) for such service. I acknowledge that such charges include the payment of the Temporary Service Fee, consisting of a deposit and billed gallonage charges, as listed below, plus the actual cost of installing temporary service, if any, and that these charges are non-refundable.

Temporary Service Fee

Deposit for 15-day temporary service \$50.00
Deposit for 30-day temporary service \$100.00
Water usage of 0-500 gallons \$12.00
Water usage of 500+ gallons \$12.00 plus \$1.00 per add'l 100 gal.

I understand that after 30 days, the Temporary Service Request will be re-evaluated by the District for reclassification and possible further service. I represent that temporary service is requested for purposes of inspection, clean-up following construction, moving into an existing location prior to permanent water service, or other temporary services according to the District's Tariff (Rate Order), for the property identified below and, if applicable, that I have authority to request temporary service for the property on behalf of the entity or person named below. Under this Temporary Service Request, the District may provide temporary water service for no more than thirty (30) days from the date temporary service is installed.

If applicable: On behalf of HASEN Design Build & Development, Inc., the undersigned represents that he or she is authorized to request temporary service to the property.

Applicant: HASEN Design Build & Development, Inc.

Billing Address: 2900 Photo Avenue Fort Worth, TX

Telephone: 817-877-1144

Cell/Mobile: _____

Property Description: Bois D'Arc Lake Facilities

Property Address: 1859 County Road 2945

Temporary Service Fee Deposit paid: \$ 100.00

Length of Service: 120 days

Cost of Installation for _____: \$ _____

TOTAL: \$ 100.00

Signature: _____

Louis Kosanovich

Date: _____

4/27/20

Printed Name: Louis Kosanovich

State/DL #: _____

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