# ARTICLE III SERVICE POLICY

Section 3.01. Security Deposits. Security deposits shall be required as follows:

- A. Builder's Deposit. A seventy-five dollar (\$75.00) security deposit shall be required of builders for each tap made by the District for such service connection, payable at or prior to the time that such tap is made, and the security deposit is refundable to the builder when the account is later transferred to an owner if that account and all other accounts of the builder are current at the time of the transfer; but, if that account or any other account of the same builder is not current at the time of such transfer to an owner, then the security deposit shall be applied against the outstanding balance of the builder's account(s) at the time of such transfer. The District shall deduct from the deposit the cost to repair any damage caused to the District's property by the builder or the builder's employees, contractors, subcontractors or agents and shall deduct any delinquent water and sewer service bills of the builder. In the event any amounts are deducted from the builder's deposit, it will be incumbent on the builder to reinstate the original amount of the deposit, and failure to do so will result in the suspension of any additional water taps for the builder.
- **B.** Residential Owners. A security deposit of seventy-five (\$75.00) shall be required from each residential owner customer for a single-family home connected to the District's system. Upon discontinuation of service, the deposit shall be applied against amounts due, including disconnection fees.
- **C.** Residential Lessees. A security deposit of one-hundred-fifty dollars (\$150.00) shall be required from each residential lessee customer for a single-family home. Upon discontinuation of service, the deposit shall be applied against amounts due, including any disconnection fees.
- D. Construction Meters. See Section 1.05 above.
- **E.** Other customers. A security deposit equal to two (2) months' estimated average monthly water and sewer bill shall be required of all other customers including commercial and multi-unit accounts.
- **F. Deposits.** The District does not pay interest on deposits. The interest drawn by the District on customer deposits is returned into the operating budget of the water/sewer fund to help in providing the lowest possible water and sewer rates for our customers.

Section 3.02. <u>Billing Procedures</u>. All accounts shall be billed in accordance with the following:

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- A. Due Date and Delinquency. Charges for water and sewer service shall be billed monthly. Payment shall be due on or before the twentieth (20<sup>th</sup>) day of the month in the month in which the bill was received. Unless payment is received on or before the twentieth (20<sup>th</sup>) day of the month, such account shall be considered delinquent. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next working day after the due date. The District shall charge a penalty on past due accounts calculated at the rate of fifteen percent (15%) per month on water and sewer charges. The rates for water and sewer service shall depend upon the type of user and upon whether the water used has been chemically treated, as provided in this Rate Order. All accounts not paid by the due date shall be deemed delinquent and failure to make payment thereafter may result in the termination of water and sewer service.
- Notice and Appeal. Prior to termination of service, a customer who is delinquent in payment shall be sent a notice that service will be discontinued on or after the fifteenth (15th) day after the date of such notice unless payment in full is received before by such day disconnection is scheduled. Notice shall be sent by first class United States mail and shall inform the customer of the amount of the delinquent bill, the date service will be disconnected if payment is not made, and of the customer's right to contest, explain, or correct the charges, services, or disconnection. Service shall not be disconnected where a customer has informed the District of his or her desire to contest or explain the bill. If the customer appears before the Board, the Board shall hear and consider the matter and inform the customer of the Board's determination by sending written notice to the customer by first class United States mail stating whether or not service will be disconnected. In the event that a service is disconnected more than two (2) times per calendar year (January through December) for non-payment, an additional Security Deposit of \$100.00 will be required for Residential homeowners and \$100.00 for Lessees to restore service in addition to a \$25.00 service fee, an afterhours re-connection charges if applicable, and any outstanding balance on the account to satisfy the minimum amount due. As set out above in Section 3.01. If payment is not received prior to the date that disconnection has been scheduled, a service charge of twenty-five dollars (\$25.00) will be added to the account. Reconnections made outside of the District's normal business hours at the customer's request will be charged at an additional after hour's fee of one-hundred dollars (\$100.00).
- **C. Business Hours.** For purposes of assessing the foregoing charges, "normal" or "regular" business hours shall mean only the hours between 8 a.m. and 5 p.m., Monday through Friday. All other times, including District holidays, are outside of the District's normal business hours and will result in the higher charge.
- D. Returned Checks and Bank Drafts. A twenty-five dollar (\$25.00) charge will be charged to the customer's account for any check or ACH bank draft returned by

the bank. Any amounts due on an account which have been paid with a check or ACH bank draft that has been returned by the bank must be paid in full by cash, cashier's check or money order, including all late charges and returned check charges, within ten (10) days from the day the District mails notice to the customer or otherwise notifies the customer that the check or ACH bank draft has been returned by the bank.

- E. Same-Day Service. An additional charge of twenty-five dollars (\$25.00) shall be made when a customer requests same-day service. As an example, this charge will be implemented upon request by a customer for same-day service to start or terminate water and sewer service or to perform re-reads the same day as requested.
- **F.** Accuracy Reading Fee. A meter accuracy reading fee in the amount of ten dollars (\$10.00) shall be charged to a customer by the District for each meter accuracy reading made by the District for such customer when the original reading appears to be accurate. If the original meter reading appears to be in error, no fee will be charged. Each customer will be allowed one accuracy meter reading per calendar year at no charge. Should a customer request that the meter accuracy reading be made by an outside source, then a fee of one-hundred-twenty-five dollars (\$125.00) will be charged to the customer. If the original meter reading is found to be in error, then the customer will be given a credit offsetting the amount of the charge.
- **G. Meter Data Logging Fee.** A fee of twenty-five dollars (\$25.00) shall be charged to a customer by the District for each meter data logging service. Meter data logging service can only be provided during regular business hours.

**Section 3.03** Entitlement. Water and sewer service shall be provided to customers in accordance with all TCEQ rules covering minimum water and sewer standards.

**Section 3.04.** <u>Unauthorized and Extraordinary Waste</u>. The rates established herein are applicable for Domestic Waste as defined herein. Customers proposing to generate other types of waste will be assessed additional charges as established by the District.

# Section 3.05. Damage to District Facilities.

A. Damage to Meter and Appurtenances. No person other than a duly authorized agent of the District shall open a meter box, tamper with or in any way interfere with a meter, meter box, service line or other water and/or sewer system appurtenance. The District reserves the right, immediately and without notice, to remove the meter or disconnect water service to any customer whose meter has been tampered with and to assess repair charges to the customer, plus a damage fee not to exceed five-thousand dollars (\$5,000.00), plus any applicable charge for same day service. The District also reserves the right to file civil and/or criminal charges against any person or entity tampering with the District's public water system and/or sewer system.

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- B. Repair. It shall be the responsibility of each customer to maintain the sewer line including the tap, from the point of connection to the District's sewer system and to the building served. It is the responsibility of the customer to maintain and repair the water service line from the point of connection to the District's water meter. The District reserves the right to repair any damage to the District's System and appurtenances without prior notice and to assess against any customer such penalties as are provided by law and such penalties provided for in this Rate Order in addition to those charges necessary to repair the portion of the System so damaged.
- **C. Video.** If at any time a resident/customer wishes to have the District video their sewer line to help the resident determine the condition of their sewer line, the fee will be one-hundred-fifty dollars (\$150.00) payable to the District assessed on the next month's bill.

**Section 3.06.** <u>Easements</u>. Before service is established to any customer, the person requesting such service shall grant an easement of ingress and egress to and from the meter(s) for such maintenance and repair as the District, in its judgment, may deem necessary.

Section 3.07. <u>Required Service</u>. No service will be provided by the District unless the customer agrees to receive both water and sewer service, except that permanent irrigation only meters may receive water service only. Irrigation meters cannot be connected to any building plumbing.

Section 3.08. <u>Additional Charges</u>. In all cases where services are performed and equipment or supplies are furnished to a party or entity not within the District, the charge to said party or entity shall be the District's cost of providing such services, equipment and/or supplies, plus fifteen percent (15%). This shall not apply to services, equipment and/or supplies furnished by the District under an existing Interlocal Agreement nor to the rates the District charges for out-of-district water and sewer service.

#### **ARTICLE IV**

# **INDUSTRIAL WASTE**

**Section 4.01.** <u>Industrial Waste Policy</u>. The following policy regarding industrial waste shall be effective:

A. Definition. "Industrial waste" shall mean the water-borne solids, liquids, and/or gaseous wastes (including Cooling Water), resulting from any industrial,

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manufacturing, trade, business, commercial, or food processing operation or process, or from the development of any natural resource, or any mixture of such solids, liquids, or wastes with water or domestic sewage. The Clean Water Act of 1977, as amended, and the General Pretreatment Regulations contained in 40 C.F.R. 403 contain the requirements for user's discharge of industrial waste into wastewater facilities.

- B. Industrial Waste Discharge-Charges and Rates. If any customer of the District's sanitary sewer system proposes to discharge industrial waste into such system, the Board of Directors of the District shall request the recommendation of the District Engineer and shall establish rates and charges to provide for an equitable assessment of costs whereby such rates and charges for discharges of industrial waste correspond to the cost of waste treatment, taking into account the volume and strength of the industrial, domestic, commercial waste, and all other waste discharges treated and techniques of the treatment required. Such rates shall be an equitable system of cost recovery which is sufficient to produce revenues, in proportion to the percentage of industrial wastes proportionately relative to the total waste load to be treated by the District for the operation and maintenance of the treatment works, for the amortization of the District's indebtedness for the cost as may be necessary to assure adequate waste treatment on a continuing basis.
- **C. Pretreatment.** The Board of Directors of the District shall rely upon the recommendation of the District Engineer and shall require pretreatment of any industrial waste that would otherwise be detrimental to the treatment works or to its proper and efficient operation and maintenance or will otherwise prevent the entry of such industrial waste into the treatment plant.

# ARTICLE V ENFORCEMENT/CIVIL PENALTIES

## Section 5.01. Enforcement.

A. Civil Penalties. The Board hereby imposes the following civil penalties for breach of any rule of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to ten-thousand dollars (\$10,000.00). A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The court shall fix the amount of the attorneys' fees.

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**B.** Liability for Costs. Any person violating any of the provisions of this Order and/or the rules and regulations governing water and sanitary sewer facilities, service lines, and connections shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation, and enforcement thereof shall be in accordance with Paragraph A of Section 5.01 of this Order.

**Section 5.02**. <u>Non-waiver.</u> The failure on the part of the District to enforce any section, clause, sentence, or provision of this Order shall not constitute a waiver of the right of the District later to enforce any section, clause, sentence, or provision of this Order.

Section 5.03. <u>Appeal</u>. Any determination by the District of any dispute regarding the terms and provisions of this order may be appealed to the Board of Directors of the District, which shall conduct a hearing on the matter. The District shall provide the customer with information regarding appeals and hearing procedures upon the customer's request.

# ARTICLE VI MISCELLANEOUS

**Section 6.01.** <u>Amendments</u>. The Board of the District has and specifically reserves the right to change, after or amend any rate or provision of this Order at any time.

**Section 6.02.** <u>Severability.</u> The provisions of this Order are severable, and if any provision or part of this Order 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 Order and application of such provision or part of this Order shall not be affected thereby.

# ARTICLE VII REPEAL OF PREVIOUS ORDERS

This Rate Order shall be known as the "2015-0721A Rate Order" (Order No. 2015-0721A) of the District. All previous Orders adopted by the Board of Directors pertaining to the subject matter hereof are each hereby repealed in their entirety as of the effective date hereof.

# ARTICLE VIII EFFECTIVE DATE

This Order shall be effective September 1, 2015.

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# ARTICLE IX PUBLIC MEETING

It is hereby found that the meeting at which this Order is adopted is open to the public as required by law, and that public notice of the time, place, and subject matter of said meeting and of the proposed adoption of this Order was given as required by law.

ADOPTED AND APPROVED this 21st day of July 2015.

Jim Mozs, President Board of Directors

Kevin R. Carr, Secretary/Treasurer Board of Directors

Laurie Slaght, District Secretary



Trophy Club Municipal Utility District No. 1

July 21, 2015 Regular Meeting Minutes

# REGULAR MEETING TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1 BOARD OF DIRECTORS July 21, 2015 at 6:00 P.M. 100 Municipal Drive, Trophy Club, Texas 76262

The Trophy Club Municipal Utility District No. 1 Board of Directors, of Denton and Tarrant Counties, met in a Regular Session on July 21, 2015 at 6:00 P.M., in the Boardroom of the Administration Building, 100 Municipal Drive, Trophy Club, Texas 76262. The meeting was held within the boundaries of the District, and was open to the public.

STATE OF TEXAS \$
COUNTY OF DENTON AND TARRANT \$

# **BOARD OF DIRECTORS PRESENT:**

Jim Moss President
Neil Twomey Vice President
Kevin Carr Secretary/Treasurer

Jim Thomas Director
Jim Hase Director

#### STAFF PRESENT:

Jennifer McKnight General Manager Laurie Slaght District Secretary Renae Gonzales Finance Manager

Karl Schlielig Wastewater Superintendent Mike McMahon Water Superintendent

Danny Thomas Fire Chief

Pam Liston General Legal Counsel

# **GUEST PRESENT:**

Chris Eckert New Gen Strategies & Solutions (J. Stowe & Co.)

Chip Boyd Standard Pacific Homes Kevin Glovier, P.E. The Wallace Group

# CALL TO ORDER AND ANNOUNCE A QUORUM

President Moss announced the date of July 21, 2015, called the meeting to order and announced a quorum present at 6:00 p.m.

PUBLIC HEARING - A Public Hearing is called regarding proposed water and sewer rates.

# President Moss Opened the Public hearing at 6:00 p.m.

General Manager McKnight gave a presentation regarding proposed water and sewer rates and the model used to set rates.

Danny Mayer 2201 Prestwick Ave.
Bill Rose 219 Inverness Drive
Connie White 119 Trophy Club Drive
Jim Parrow 8 Brookfield Court
Kathryn Urbaszewski 356 Indian Creek Drive
Bill Armstrong 18 Avenue Twenty

Lou Opipare 32 Crestwood Drive Jennifer Winmill 7 Overhill Drive

#### CONSENT AGENDA

- 1. Consider and take appropriate action to approve the Consent Agenda.
  - a. June 2015 Check Register
  - b. June 5, 2015 Special Meeting Minutes
  - c. June 16, 2015 Regular Meeting Minutes
  - d. Resolution No. 2015-0721A authorizing wire transfers through Prosperity Bank
  - e. Quarterly Investment Report 3<sup>rd</sup> Quarter FY 2015

Motion made by Director Carr and seconded by Director Twomey to approve the Consent Agenda as presented.

# Motion carried unanimously

#### **REGULAR SESSION**

2. Consider and take appropriate action to adopt District Rate Order No. 2015-0721A amending water and sewer rates and setting effective date of September 1, 2015.

Motion made by Director Twomey and seconded by Director Carr to adopt Rate Order No. 2015-0721A amending water and sewer rates and setting an effective date of September 1, 2015.

#### Motion carried unanimously

3. Consider and take appropriate action regarding 2014 Consumer Confidence Report.

General Manager McKnight stated that the 2014 Consumer Confident Report was mailed out to all of our customers and placed on the agenda to allow for public participation.

**Discussion Only** 

## No action taken

4. Consider and take appropriate action regarding findings and recommendations of the District and Town Fire/EMS Consolidation Committee and provide direction to staff regarding the Interlocal Agreement for Fire Department Personnel Services with the Town of Trophy Club dated January 7, 2013.

Fire EMS Consolidation Committee member Lou Opipare presented the Board with the preliminary findings of the committee. He stated that the other members of the committee are Eric Jensen, Director Carr, Director Twomey, Councilmember Shoffner, and Councilmember Tim Kurtz.

Mr. Opipare stated the Fire/EMS Consolidation Committee Final Recommendations include:

- If the EMS is not consolidated under the MUD, the District & Council must restore and enhance the current ILA agreement that can be agreed to and followed by all.
- The Inter Local Agreement between the MUD and Town must be restructured to include:
  - The Town remains fiscally responsible for EMS
  - •The MUD remains fiscally responsible for Fire

- •The Town Manager or MUD General Manager oversee the daily operations of both Fire and EMS
- ·Both MUD's General Manager and Town Manager oversee and approve their respective budget
- •The MUD's General Manager and Town Manager jointly develop the Fire / EMS combined SOP's and performance objectives. The performance objectives will be incorporated in the Fire Chief's annual performance plans and reviewed quarterly.
- •The Town and MUD Managers' performance plans must be amended to reflect these items
- •The Fire Chief reports to the Town Manager or MUD General Manager for both Fire and EMS operations but must take direction from the other entity manager for those items pertaining to responsibility for EMS or Fire.
- •Provide the appropriate level for annual review for SOP's compliance and performance of EMS and Fire operations.

Director Twomey stated that the committee was formed because Councilman Philip Shoffner and Councilman Tim Kurtz and the committee were to look at the financial impact to the Town and the District of combining the Town and EMS under one entity.

Director Carr wanted to clarify statements made by committee member Eric Jensen at the Town Council meeting regarding the possibility of moving the Firefighters to the District retirement plan TCDRS (Texas County & Retirement System) from the Town retirement plan TMRS (Texas Municipal Retirement System). Director Carr stated that the District funded all of its employees at 100 percent when they moved from the Town retirement plan and there have been no issues at all. He added that the City of Fort Worth and Dallas do not use TMRS and that the suggestion that firefighters would not want to work here due to the retirement plan is incorrect. He also stated that Mr. Jensen's comments that the Firefighters would lose their retirement matching if they moved to TCDRS is also incorrect.

**Discussion Only** 

## No action taken

5. Consider and take appropriate action regarding compensation request from customer at 552 Indian Creek Drive, Account No. 003-0111417-200, for alleged damages caused by the District.

Motion made by Director Hase and seconded by Director Carr to award the customer at 552 Indian Creek Drive a total amount of \$1000.

# Motion carried unanimously

6. Consider and take appropriate action to approve Obligation Letter from the developer of Isle of Turnberry in lieu of Nonstandard Service Agreement.

Mr. Chip Boyd with Standard Pacific Homes requested the Board accept a Letter of Obligation in lieu of a Nonstandard Service Agreement.

Director Carr requested that item #6 be discussed with Legal Counsel during executive session. Item No. 6 is so moved to Closed Session (see action after closed session)

 Consider and take appropriate action to adopt Order No. 2015-07218 amending District Code of Ethics policy.

Motion made by Director Thomas and seconded by Director Carr to adopt Order No. 2015-0721B amending District Code of Ethics policy with the an addition of the following language to Section 2.08. Conduct of Meetings. The President shall preside at Board meetings. In the absence of the President, the Vice President shall preside. "In the absence of the Vice President, the Secretary/Treasurer shall preside."

#### Motion carried unanimously

- 8. Consider and take appropriate action regarding District Investment Policy including:
  - a. Appoint District Investment Officer(s). (J. Thomas)
  - b. Adopt Order No. 2015-0721C approving Amended and Restated Investment Policy.

Motion made by Director Thomas and seconded by Director Twomey to adopt Order No. 2015-0721C approving Amended and Restated Investment Policy and to appoint Director Carr as a Co-Investment Officer.

#### Motion carried unanimously

Consider and take appropriate action to adopt Order No. 2015-0721D approving Cash Reserve Policy. (Hase)

Motion made by Director Thomas and seconded by Director Twomey to adopt Order No. 2015-0721D approving Cash Reserve Policy.

Director Hase would like to amend the motion to state that the cash reserve goal be moved from 100% to 50%.

Motion is amended by the first and second.

Director Hase would like to further amend the motion to state "The District will endeavor to reach 50% in a five year period."

Motion is amended by the first and second.

#### Motion as amended, carried unanimously

10. Consider and take appropriate action to approve an Automatic Aid Agreement for Fire Services with Roanoke Fire Department. (D. Thomas)

Chief Thomas stated that the Automatic Aid agreement is to guarantee that when a structure fire occurs, all participating departments (Roanoke, Westlake and Trophy Club will respond). Chief Thomas stated that the call center will press a button and all three departments will automatically ascend on a fire.

Director Carr stated that his research on Automatic Aid indicates that the participating agencies agree that the closest department responds to the call. He stated he is concerned that the District will be providing most of the coverage, thus leaving our residents without coverage for which they pay. Carr clarified that the District has a Mutual Aid Agreement with Westlake and Roanoke and that this agreement for Automatic Aid would be in addition to that agreement. Chief Thomas stated that the agreement will lower Roanoke's ISO rating because they will have access to the District equipment.

Director Twomey asked which entity requested this agreement and Chief Thomas stated it was Roanoke. Chief Thomas stated that Westlake and Roanoke have already passed the agreement and they are waiting on us.

Director Carr stated he believes Roanoke and Westlake would benefit from this but does not feel that Trophy Club would see any benefit as the response time would not be adequate. Carr stated that Roanoke would not be able to respond to any section of Trophy Club as fast as our department.

Director Carr asked Chief Thomas if TC Fire gets called out to a Fire in Westlake, who will cover our residents. Chief Thomas stated that is when the department would use resource management and call Southlake or Flower Mound to cover our area. Carr asked how this is done now with mutual aid. Chief Thomas said a few months ago we had Grapevine here while TC Fire was helping Roanoke with a fire. Carr stated that is mutual aid so what is wrong with mutual aid? Carr said to Google Mutual aid vs. Automatic aid, and it specifically says automatic aid is for situations for an entity bordering a city that has a station closer and can respond faster and that it does not say that all three respond at the same time. Director Twomey asked when the City of Roanoke and the Town of Westlake approved the automatic aid for fire protection agreement. Chief Thomas stated they have one in place now between them and they are waiting on us to approve this agreement. Twomey asked when they approved this document. Chief Thomas stated that they may not have approved this exact document as there have been changes made to it.

General Manager McKnight asked the Chief to explain to the Board the differences between this document for automatic aid and the current agreements for mutual aid. Director Twomey stated that the Chief had told him that this agreement would be replacing the interlocal agreements for mutual aid that are currently in place.

Motion made by Director Carr and seconded by Director Twomey to table this item until Chief Thomas provides the Board further information.

Discussion ensued and the Board asked the Fire Chief to provide them with the following information:

What are the benefits of Automatic Aid vs. Mutual Aid to the District?

How is this different and better than Mutual Aid that is already in place?

Provide the dates and copies of the agreements approved by Roanoke and Westlake.

Chief Thomas stated he would get with Director Twomey and provide additional information and Director Twomey stated he preferred that he provide this information to the entire Board.

President Moss called for the vote on the Motion to Table this item.

For: Carr, Twomey, Moss Against: Thomas, Hase

#### Motion passed 3-2

11. Consider and take appropriate action to approve an Inter-jurisdictional Mutual Aid Agreement for Fire Services with Denton County. (D. Thomas)

Motion made by Director Hase and seconded by Director Twomey to approve the Inter-jurisdictional Mutual Aid Agreement with Denton County.

#### Motion carried unanimously

President Moss called a 10 minute break at 9:05 p.m.

Reconvene into Regular Session at 9:15 p.m.

- 12. Consider and take appropriate action regarding mowing services for FY 2016 including:
  - a. Provide staff direction regarding mowing services included in 2013 Interlocal Agreement for Contractual Services with the Town of Trophy Club
  - b. Approve bid and award contract for mowing services at District properties starting October 1, 2015 and allow the General Manager to execute the contract.

General Manager McKnight stated that the Town Staff told her that they will not be doing the mowing for the District after this fiscal year. The Directors questioned the termination clause 4.01 of the ILA which states that "shall automatically renew for five (5) successive periods of one (1) year each, unless terminated by either party giving ninety (90) days written notice of termination prior to October 1."

Motion made by Director Carr and seconded by Director Twomey to table this item until the Board of Directors receives notice from the Town Council.

#### Motion carried unanimously

13. Consider and take appropriate action regarding permitting requirements for Wastewater Treatment Plant Project through the Town of Trophy Club and request for waiver from subdivision regulations. (J. Thomas)

**Discussion Only** 

#### No action taken

14. Consider and take appropriate action regarding emergency expenditure for replacement of water plant generator.

Motion made by Director Carr and seconded by Director Thomas to authorize the General Manager to purchase a generator for the water plant for an amount not exceed \$30,000.

### Motion carried unanimously

- 15. Consider and take appropriate action regarding the June 2015 financials.
  - a. Combined Financials
  - b. Variance Report

Motion made by Director Carr and seconded by Director Thomas to approve the June 2015 Financials and Variance Report.

Motion carried unanimously

# **REPORTS & UPDATES**

16. General Manager Monthly Report for June 2015 a.

**Water System Operation** 

- b. Wastewater System Operation
- c. Website Analytics d.

Finance Update

- Utility Billing Reports
- PID Connections
- Permits Collected
- · Cash Status Report e.

**Project Status Updates** 

- Wastewater treatment plant upgrade project
- · Sewer line relocation project at Sabre Building
- Sewer line relocation project at Lift Station No. 2
- Water line relocation project in Solana
- · Pebble Beach, Timberline, and Pin Oak Court water line upgrade project
- Water System Study

General Manager McKnight presented the Board with the June reports and gave the following updates regarding Capital Projects.

- Wastewater treatment plant upgrade project Staff is working on getting the required permits from the Town.
- Sewer line relocation project at Sabre Building This project has been completed and all inspections have been done.
- Sewer line relocation project at Lift Station No. 2 The final walkthrough has been done and the project is now complete.
- Water line relocation project in Solana Staff is under the third review of the plans and the second review of the contract documents.
- Pebble Beach, Timberline, and Pin Oak Court water line upgrade project The temporary water line is being installed on Pebble Beach.
- Water System Study The water study is underway and staff is looking at completion of the study in 30 days.
- 17. Fire Department Report for June 2015 a.

**Operations Report** 

b. Volunteer Recruitment Report

Fire Chief Thomas presented his monthly update to the Board.

Fire Chief Thomas stated the fire department had 44 Fire calls, 36 EMS calls, gave 14 mutual calls which consisted of 8 EMS calls and 2 fire calls to Roanoke and 2 fire and 2 EMS to Westlake. Thomas stated that we received assistance with 4 EMS calls and 2 Fire calls from Roanoke and 1 EMS call from Westlake.

The Fire Chief did not present Volunteer Recruitment Report.

General Manager thanked Captain Shane Beck and Water Superintendent Mike McMahon for the excellent fire hydrant program that they have put together.

The Board convened into closed session at 10:47 p.m.

#### **CLOSED SESSION**

The Board will conduct a Closed Session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

- 18. Section 551.071 Consultation with Attorney on a matter in which the duty of the attorney to the Governmental Body under the Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with the Open Meetings Act and/or matters of pending or contemplated litigation:
  - a. Wastewater Treatment Plant Requirements under Texas Administrative Code, Chapter 217 and Chapter 309.
  - b. New service commitment obligations for water and wastewater service. (Moss)
  - c. Interlocal Agreement for Contractual Personnel Services with the Town of Trophy Club dated January 7, 2013. (Carr)
  - d. Interlocal Agreement for Fire Department Personnel Services with the Town of Trophy Club dated January 7, 2013 and potential terms for future agreement. (Carr and J. Thomas)
  - e. Interlocal Cooperation Agreement for Fire Protection Services with the Town of Trophy Club dated December 15, 2008. (Carr)
- 19. Deliberations pursuant to Section 551.074(a)(1) of the Texas Open Meetings Act regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Jennifer McKnight, General Manager (Carr)

#### RECONVENE INTO REGULAR SESSION at 12:37 a.m.

20. Consider and take appropriate action regarding Closed Session items.

Motion made by Director Carr and seconded by Director Twomey Regarding agenda Item No. 6., to direct the General Manager and legal to work with Chip Boyd, developer of Isle of Turnbury to create a customized Nonstandard Service Agreement that implements the steps stated in his Obligation Letter and to authorize the General Manager to approve and execute the contract upon legal review.

# Motion carried unanimously

Motion made by Director Hase and seconded by Director Twomey regarding agenda item 18 b. to continue working toward getting approval for commencement of wastewater treatment plant construction and hope for the best but strong likelihood of no more service commitments if nothing changes. We have requested a waiver of the right of way dedication and set back requirement so we are hopeful these waivers are granted.

#### Motion carried unanimously

- 21. Items for future agendas: Annual Evaluation of the General Manager
  Automatic Aid Agreement
- 22. Announce upcoming meeting dates: Regular meeting August 18, 2015 at 6:00 p.m.

Budget Workshop - August 19, 2015 from 8:30 a.m. to 11:00 a.m.

President Moss adjourned the meeting at 12:40 a.m.

Jim Moss, President

Kevin R. Carr, Secretary