

DRY - NO METER IN THE GROUND OR CORPORATION METER		
02-0072	FM 740	\$50.00
02-0097	9762 OLD NACOGDOCHES TR	\$0.00
02-0156	9925 FM 740	\$50.00
02-0210	KELLY RD	\$0.00
02-0211	KELLY RD	\$0.00
02-0237	OVERLOOK LN	\$0.00
02-0249	9873 FM 740 - 2ND METER	\$0.00
02-0338	14563 MELODY LN	\$0.00
02-0446	14705 KELLY RD	\$100.00
02-0550	13508 HOLLOWCREEK DR	\$50.00
02-0630	800 S BOIS D'ARC	\$0.00
02-0632	I-20 - SUTTON PRODUCE BLDG - 2ND METER	\$0.00
02-0636	10467 FM 740 - STABLES CLUB BAR - 2ND METER	\$0.00
02-0655	10371 WALNUT LN - CONSTRUCTION METER #1	\$0.00
02-0761	14270 SHERWOOD LN	\$0.00
02-0983	10371 WALNUT LN - CONSTRUCTION METER #2	\$0.00
02-1380	10371 WALNUT LN - CONSTRUCTION METER #3	\$0.00
02-1384	10371 WALNUT LN - CONSTRUCTION METER #4	\$0.00
02-1461	14413 PECAN LN	\$0.00
MASTER METER		
99-0001	Pump Station: 13360 MELODY LN	\$0.00

Attachment C

Markout Water Supply Corporations Notices,
Certification of Election, and Minutes



SUPPLY CORP.

P O Box 907
Forney, TX 75126

Phone: (972) 564-1250

Fax (972) 552-2777

September 15, 2020

Dear Markout WSC Member:

For the past several years, the Markout Board of Directors has been seeking ways to reduce water costs, staffing, and operational costs. We are excited to tell you that the City of Mesquite (Mesquite), working with the City of Forney (Forney), has agreed to acquire Markout Water Supply's (Markout) service area.

With the approval of Markout's members, the transition will happen as follows:

First, Mesquite will obtain approval for the merger from the Public Utility Commission (PUC). Upon the PUC's final approval, Markout will be dissolved and all members will become Mesquite's customers. Then, according to an agreement already in place between Mesquite and Forney, the cities will work together to physically separate the Grayhawk Subdivision from the distribution system. This will allow those who live within the Grayhawk Subdivision to receive water, sewer, and sanitation services directly from Forney.

Most of Markout's geographic area is within Mesquite's city limits and extraterritorial jurisdiction, so it makes sense for Mesquite to acquire the entire area and then split off what lies in Forney's city limits and for Forney to serve its own citizens. By removing Markout's costs from the delivery of water, the costs will be more manageable for all customers.

Markout Water was needed and filled a great purpose when it was established in 1965 because there were no cities nearby to provide water to those living in the rural area. Today, the cities are literally within our service area and it no longer makes sense for Markout to exist.

We are holding three public information meetings at our office at 10371 Walnut Lane, Forney, Texas. The first will be our Annual Membership Meeting which is this **Thursday, September 17th at 6:00pm**, the second will be **Monday, September 28th at 6:00pm**, the third will be **Monday, October 12th at 6:00pm**. Representatives from the Markout Board of Directors as well as the City of Mesquite will be present to answer your questions about this proposed merger.

Because we are a member-owned water supply corporation, completion of this acquisition requires the vote of Markout's members. **Your ballot for the vote on the merger will be mailed to you and is due in our office no later than end-of-day on Sunday, October 18, 2020 (see ballot for voting instructions).**

The Board and Staff of Markout strongly believe this is the best future for Markout's members.

Brian Andrews, President
Markout WSC

MARKOUT WSC – ELECTION 2020
TALLY SHEET

The only item on the ballot:

The merger of Markout WSC with and into the City of Mesquite subject to final approval by the Public Utility Commission. After the merger is complete, the Cities of Mesquite and Forney will divide Markout WSC's service area and customers according to a signed Memorandum of Understanding where Forney serves the Grayhawk Subdivision and the balance of the system would be serviced by Mesquite.

For (Yes)

TOTAL

408

|||||
|||||
+350

Against (No)

TOTAL

70

||||
+63

TOTAL VOTES

478

of Mailed Ballots (lavender)

63 + 350 = 413

of Spoiled Ballots

0

of Reprinted Ballots (green)

65

TOTAL BALLOTS

478

Signatures of Election Officials:

Name:

Lisa Morris
Lisa Morris

Alexia Gonzalez
Alexia Gonzalez

2/3 = 318.67 = 319

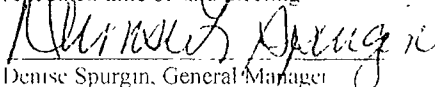
Markout Water Supply Corporation
10371 Walnut Lane Forney, TX 75126
PH: 972-564-1250
Regular Board Meeting Agenda
October 26, 2020 6:00 pm

1. Call the Meeting to Order
2. Opening Prayer
3. Approval of Minutes from previous meetings (9/14/2020 Regular Mtg, 9/28/2020 Special Mtg, and 10/12/2020 Merger Information Meeting)
4. Public Comment (Limited to 3 minutes per speaker)
5. Engineer's Report
6. Attorney's Report
7. Manager Reports
 - a. General Manager
 - b. Field Operations
8. Old Business
 - a. Discuss and act to approve the Asset Transfer Agreement between Markout Water Supply Corporation and the City of Mesquite
 - b. Discuss and consider action on PUC Case #47814
9. New Business
 - a. Discuss and act on repayment of CoBank loan #T01-A
 - b. Discuss and act on the request for construction water for the Polo Ridge Development which opted out of the Markout CCN in 2013
 - c. Discuss and act on \$103,000 Edward Jones CD that matures on 10/27/2020
10. Secretary-Treasurer's Report
11. Executive Session
 - a. Personnel – Office Assistant Lorane Smith and General Manager Denise Spurgin
12. Act on items discussed in Executive Session
 - a. Personnel – Office Assistant Lorane Smith and General Manager Denise Spurgin
13. Adjournment

Note: The Board of Directors reserves the right to recess into Executive Session concerning any item listed on this Agenda whenever it is considered necessary and legally justified under the Texas Open Meetings Act, Texas Government Code Chapter 551.001 et Seq., for any and all purposes permitted by the Act, including but not limited to the following: Chapter 551.071 - consultation with the Corporation's Attorney, Chapter 551.072 - deliberations regarding real property, Chapter 551.074 - deliberations regarding personnel matters of a public officer or employee. Public Comment is allowed on any agenda item, limited to 3 minutes, this time limit may be extended by another 3 minutes by the presiding officer.

CERTIFICATION

I hereby certify that this Agenda is a true copy of the Agenda and that I posted the same on our website as well as at our office at a place readily accessible to the general public at all times, and that it remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.


Denise Spurgin, General Manager

10/22/2020
Date

2:30pm
Time

MINUTES - Board Meeting October 26, 2020

Markout Water Supply Corporation

Board Members Present: Brian Andrews
David Hinds
Keith Hughey
Richard Salgado

Board Members Absent: Daniel Brummett

Field Maintenance Rep: Cameron Robinson, Inframark Acct Manager
Vaite Paavilainen, Inframark Jr Account Manager (absent)

General Manager: Denise Spurgin

Engineer: Tyler Hendrickson, Velvin & Weeks Engineering (absent)

Legal Counsel: James Wilson (present) and Maria Huynh (absent)

Guests Present: Mark Kerby, Mesquite Special Project Director
Leslie Johnson, City of Mesquite Finance Department

- **Call the Meeting to Order and Declaration of Quorum Present:** Brian Andrews called the meeting to order at 6:01 pm and declared a quorum present.
- **Opening Prayer:** Brian Andrews
- **Reading of Minutes:** Minutes from the September 14, 2020 Regular Meeting, the September 28, 2020 Special Meeting, and the October 12, 2020 Merger Information Meeting were reviewed. Since there was no quorum of the Board at the October 12th meeting, Attorney James Wilson advised that there was no need to have meeting minutes. David Hinds made a motion to approve the 9/14/20 and 9/28/20 minutes. Brian Andrews seconded the motion which passed unanimously.
- **Engineer's Report:** None
- **Attorney's Report:** See Old Business below.
- **Managers Reports:**
 - **General Manager:** Report is filed with the meeting minutes.
 - **Field Operations:** Report is filed with the meeting minutes.
- **Old Business:**
 - **Discuss and act to approve the Asset Transfer Agreement between Markout Water Supply Corporation and the City of Mesquite** – After discussing the recent changes to the agreement, Brian Andrews made a motion to approve and sign the agreement. David Hinds seconded the motion which passed unanimously.
 - **Discuss and consider action on PUC Case #47814** – Attorney James Wilson reported that the final hearing for this case is scheduled for 12/16-18/2020. We are in the last discovery stages and the PUC should make their decision 30-60 days after the final hearing is complete. This item was tabled.
- **New Business:**

- **Discuss and act on repayment of CoBank loan #T01-A** – After discussing the amount of prepayment penalty on this loan, this item was tabled.
- **Discuss and act on the request for construction water for the Polo Ridge Development which opted out of the Markout CCN in 2013** – Brian Andrews described how the developer would like to tap into our main on the north side of FM 2757 to get construction water for their development. After discussion of the risk of selling construction water outside the Markout CCN, Keith Hughey made a motion to approve selling construction water to the Polo Ridge Development. Brian Andrews seconded the motion which passed unanimously.
- **Discuss and act on \$103,000 Edward Jones CD that matures on 10/27/2020** – General Manager Denise Spurgin stated that the Edward Jones cash account normally used to hold dividends earned on the CDs could be converted into an insured bank deposit account with FDIC insurance up to \$250,000. This would give Markout another place to hold money until interest rates are positive again. David Hinds made a motion to change the Edward Jones cash account to an insured bank deposit account and to move the maturing CD monies into that account. Keith Hughey seconded the motion which passed unanimously.

James Wilson and Cameron Robinson left the meeting.

- **Secretary-Treasurers report:** The September 2020 report was reviewed. Brian Andrews made a motion to accept the Treasurer's Report as presented; Richard Salgado seconded the motion which passed unanimously.

SEPTEMBER 2020

City Bank	
Checking Account (Operating Account)	\$ 66,124.10
Reserve Cash Sweep Account	\$ 361,904.82
Expense Account (Debit/Credit Card)	\$ 4,569.30
Total Funds-City Bank	<u>\$ 432,598.22</u>
Texas Bank and Trust	
Money Market Fund	<u>\$192,198.73</u>
Total Funds – Texas Bank and Trust	<u>\$192,198.73</u>
Edward Jones	
Holdings-(CD's)	\$ 403,000.00
Cash Account (temp holding acct)	\$ 175.08
Total Funds – Edward Jones	<u>\$ 403,175.08</u>
Total Funds	\$ 1,027,972.03

Mark Kerby and Leslie Johnson left the meeting.

- **Executive Session** – The Board of Directors entered Executive Session at 6:44 pm to discuss personnel. The Board of Directors returned to Open Session at 7:15 pm and invited General Manager Denise Spurgin back to the meeting.
- **Act on Items Discussed in Executive Session** – Brian Andrews thanked General Manager Denise Spurgin for her work during the transition with the City of Mesquite. Keith Hughey thanked Denise Spurgin for agreeing to stay on to help with this transition. Brian Andrews made a motion to give the following employee bonuses: \$2,500.00 to Lorane Smith and \$5,000.00 to Denise Spurgin. David Hinds seconded the motion which passed unanimously.
- **Adjournment** - Having reached the end of the agenda, the meeting was adjourned at 7:30 pm.

Note: The Board of Directors reserves the right to recess into Executive Session concerning any item listed on the Agenda whenever it is considered necessary and legally justified under the Texas Open Meetings Act, Texas Government Code Chapter 551.001 et. Seq., for any and all purposes permitted by the Act, including but not limited to the following. Chapter 551.071 – consultation with the Corporation's Attorney; Chapter 551.072 – deliberations regarding real property; Chapter 551.074 – deliberations regarding personnel matters of a public officer or employee. Public Comment is allowed on any agenda item, limited to 3 minutes; this time limit may be extended by another 3 minutes by the presiding officer.

Attachment D

City of Mesquite's Agenda and Minutes



City of Mesquite, Texas

Meeting Agenda City Council

Monday, September 21, 2020

5:00 PM

City Hall | Council Chamber
757 N. Galloway Avenue | Mesquite, Texas

1. All persons present at the meeting location must observe social distancing by remaining a minimum of six (6) feet from other meeting participants and must wear a covering over their nose and mouth.
2. Members of the public desiring to comment during Citizens Forum must preregister as follows:
 - a. Send an email to the City Secretary on or before 3:00 p.m., on September 21, 2020. The email address is sland@cityofmesquite.com. The phone number is 972-216-6244.
 - b. Provide the City Secretary with your name and address.
3. Comments on agenda items may be made during the meeting or by submission on or before 3:00 p.m., on September 21, 2020, to the following email address: sland@cityofmesquite.com.

PRE-MEETING - TRAINING ROOMS A&B - 5:00 P.M.

AGENDA REVIEW

STAFF PRESENTATIONS

1. Discuss the proposed budget for Fiscal Year 2020-21.
2. Receive briefing regarding annual investment activity and proposed changes to the City's Investment Policy

(Any staff presentation not completed prior to the City Council Regular Meeting in the City Council Chamber at 7:00 p.m. may be presented and considered in the City Council Chamber following the Regular Meeting)

EXECUTIVE SESSION - EXECUTIVE CONFERENCE ROOM - 5:00 P.M.

In accordance with Chapter 551 of the Texas Government Code, the City Council reserves the right to adjourn into executive session to discuss any of the following:

- Pending and/or Contemplated Litigation
- Purchase, Exchange, Lease or Value of Real Property
- Personnel Matters
- Economic Development

REGULAR CITY COUNCIL MEETING - CITY COUNCIL CHAMBER - 7:00 P.M.**INVOCATION**

John Schelter, Pastor, Our Savior Lutheran Church, Mesquite, Texas.

PLEDGE OF ALLEGIANCE

City of Mesquite Staff.

SPECIAL ANNOUNCEMENTS

This time is reserved for special announcements and recognition of individuals or groups.

CITIZENS FORUM

At this time a number of citizens not to exceed 10 shall be allowed to speak on any matter other than items on the agenda, personnel matters, matters under litigation or matters concerning the purchase, exchange, lease or value of real property for a length of time not to exceed three minutes on a first-come, first-served basis. Citizens addressing the Council through a translator will be allowed six minutes. No Council action or discussion is to be taken until such matter is placed on the Agenda and posted in accordance with law.

CITIZENS COMMENTS

At this time, any individual wishing to discuss any matter on the agenda, shall be allowed to speak for a length of time not to exceed three minutes on a first-come, first-served basis. Citizens addressing the Council through a translator will be allowed six minutes. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

CONSENT AGENDA

(All items on the Consent Agenda are routine items and may be approved with one motion; however, should any member of the Council or any individual wish to discuss any item, said item may be removed from the Consent Agenda by motion of the City Council.)

- 3 Minutes of the regular City Council meetings held August 17, 2020, and September 8, 2020.

- 4 An ordinance amending Chapter 5 of the City Code, by reorganizing portions of the Table of Contents for Chapter 5 "Buildings and Construction" and by revising, repealing, and replacing certain Articles, Divisions, and Sections, adopting the 2018 Editions of certain International Codes published by the International Code Council (I.C.C.) and providing local amendments thereto, adopting the 2017 National Electrical Code, a publication of the National Fire Protection Association; said Codes are adopted or revised as follows: Article II-A "Building Code" (I.B.C.); Article II-B "Existing Building Code" (I.E.B.C.); Article VI "Plumbing Code" (I.P.C.); Article VII "Mechanical Code" (I.M.C.); Article VIII "Electrical Code" (N.E.C.); Article IX "Swimming Pool and Spa Code" (I.S.P.S.C.); Article X "Fuel Gas Code" (I.F.G.C.); Article XI "Residential Code" (I.R.C.), and Article XII "Energy Conservation Code" (I.E.C.C.).
- 5 An ordinance amending Chapter 6 of the City Code, by repealing Chapter 6 in its entirety and replacing with a new Chapter 6 including new Article I to be titled "In General" and new Article II to be titled "Fire Code;" adopting the 2018 Edition of the International Fire Code (I.F.C.) and providing certain local amendments thereto
- 6 An ordinance amending Chapter 9 of the City Code thereby adding a new school zone for Agnew Middle School on Paza Drive from Carver Street to Wilkinson Drive.
- 7 An emergency measure ordinance of the City of Mesquite, Texas, authorized pursuant to Mesquite City Charter, Article IV, Section 18 and Section 19, continuing the Mayor's Declaration of Local State of Disaster for Public Health Emergency related to COVID-19 issued on March 23, 2020, and as further continued and authorized by Ordinance No. 4773, Ordinance No 4781, Ordinance No 4784, and Ordinance No. 4793; confirming the continued activation of the City's emergency management plans; adopting and approving certain rules and orders to protect the health and safety of persons in the City and to help abate the public health emergency, authorizing the City Manager or his designee to make certain decisions and to take necessary actions to meet City objectives to have City government remain functional while providing essential governmental services during this rapidly changing environment created by the public health emergency, making various findings and provisions related to the subject; making it an offense to fail to comply with a state, local, or interjurisdictional emergency management plan or any rule, order, or ordinance adopted under the plan and providing a penalty in an amount not to exceed one thousand dollars (\$1,000.00) for each offense.
- 8 An ordinance, on first reading, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division ("Company") regarding the Company's 2020 Rate Review Mechanism filing, declaring existing rates to be unreasonable, adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits, approving an attached exhibit regarding amortization of regulatory liability, requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act, adopting a savings clause; declaring an effective date, and requiring delivery of this ordinance to the Company and the ACSC's legal counsel

- 9 A resolution adopting an Investment Policy and declaring that the City Council completed its review of the investment policies and investment strategies.
- 10 A resolution expressing official intent to reimburse, from the proceeds of obligations to be issued by the City, the costs of street, road, alley, sidewalk and screening wall projects, water and sewer system improvements, municipal building improvements and acquisition of vehicles and equipment and computer equipment and software for municipal departments.
- 11 A resolution endorsing and accepting the 2020-2021 Comprehensive Safety Grant (the "Grant") for the Selective Traffic Enforcement Program (the "STEP Program"); authorizing the filing of the application for the Grant; approving the contribution of City funds in the amount of \$10,251.84; designating the City Manager as the official representative of the City in connection with the Grant; and authorizing the City Manager to take all actions and execute all documents with the Texas Department of Transportation in connection with such Grant and STEP Program.
- 12 A resolution authorizing the City Manager to execute the 2019 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program Funds Sharing and Fiscal Agency Agreement between Dallas County and the Cities of Balch Springs, Carrollton, Dallas, DeSoto, Duncanville, Garland, Grand Prairie, Irving, Lancaster, Mesquite and Richardson; authorizing an equitable re-distribution of grant funds thereby reducing Mesquite's formula allocation to the revised amount of \$26,631.76; designating the City of Dallas as the applicant and fiscal agent; and designating the Police Chief of the City of Mesquite as the responsible officer for the purpose of signing all documents associated with the grant.
- 13 A resolution authorizing the sale of tax-foreclosed property located at 515 Old London Lane in Mesquite, Texas (the "Property"); accepting the offer from Jose Serrato (the "Purchaser") to purchase the Property; ratifying and approving the Offer and Purchase Agreement executed by the Purchaser setting forth the terms and conditions of the sale of the Property; and authorizing the City Manager to execute a quitclaim deed and all other documents necessary or requested to complete the closing and sale of the Property.
- 14 A resolution authorizing the Mayor to finalize and execute all documents necessary to designate the positions of Director of Finance, Manager of Accounting, and Manager of Budget and Treasury to act as the City of Mesquite's authorized representatives for Texas Local Government Investment Pool ("TexPool/TexPool Prime").

- 15 A resolution approving an amendment to an economic development program agreement (Chapter 380 Agreement) between the City of Mesquite, Texas, (the "City"), Elements International Group, LLC (the "Company"), and IDIL Skyline D, LLC, (the "Landlord"), dated effective May 1, 2019, relating to economic development incentives to the Company to relocate its world headquarters to 2250 Skyline Drive, Mesquite, Texas (the 'Original Agreement'), amending the minimum taxable value of the land, building and business personal property to \$22,000,000.00, collectively, and amending certain dates, provisions relating to the lease, and provisions relating to the initial term, the extended term and the incentive period (the "Amendment"); authorizing the City Manager to finalize and execute the Amendment for such purposes and to take all actions necessary or advisable to complete the transactions contemplated by the Amendment
- 16 A resolution approving an agreement with Kaufman County, Texas, to participate in Reinvestment Zone Number Thirteen, City of Mesquite, Texas (Spradley Farms) ("Agreement") and authorizing the Mayor to execute the Agreement
- 17 A resolution authorizing the acquisition and transfer of the Markout Water Supply Corporation ("Markout") water system and customers to the City of Mesquite, Texas ("Mesquite"), authorizing the City Manager to execute such documents and to take such actions as necessary or requested to complete the acquisition and transfer of the Markout water system and customers to Mesquite, authorizing the City Manager to finalize, execute and administer a Memorandum of Understanding between Mesquite and the City of Forney, Texas ("Forney") defining the expectations and responsibilities of both Cities related to the acquisition by Mesquite of the Markout water system and customers and division of the Markout water system including, without limitation, the transfer to Forney of the rights to provide water service to the Grayhawk subdivision located in Forney
- 18 Bid No. 2020-020 - 2019 Large Diameter Reinforced Concrete Pipe (RCP) Sanitary Sewer Rehabilitation by Cured-in-Place-Pipe (CIPP)
(Authorize the City Manager to finalize and execute a contract with low bidder Insituform Technologies, LLC, in the amount of \$1,781,940.80)
- 19 Bid No 2020-075 - South Mesquite Creek Gabion Stabilization by Sheet Piling
(Authorize the City Manager to finalize and execute a contract with low bidder JB & Co., LLC, in the amount of \$573,700.00)
- 20 RFP No. 2020-079 - Group Vision Insurance.
(Authorize the City Manager to finalize and execute the necessary documents with Eye Med to provide vision benefits to full-time employees, retirees, and eligible dependents effective January 1, 2021. The term of this contract is for one year, with four additional one-year renewal options. The City Manager is authorized to exercise the renewal options, subject to annual appropriation of sufficient funds)

- 21 RFP No. 2020-080 - Retiree Medicare Supplement Plan.
(Authorize the City Manager to finalize and execute the necessary documents with selected vendor for Post-65 Retiree Medical and Prescription Drug Plan, effective January 1, 2021. The term of this contract is for one year, with four additional one-year renewal options. The City Manager is authorized to exercise the renewal options, subject to annual appropriation of sufficient funds.)
- 22 Bid No. 2020-096 - Purchase of Pickups and Sedans.
(Staff recommends award of the purchase of six vehicles to Sam Pack's Five Star Ford in Carrollton, Texas, through BuyBoard Contract No. 601-19, Tarrant County Contract No. 2019-041 and the Sheriff's Association of Texas Bid No. 2001-1017, in the amount of \$189,467.05 and five vehicles to Silsbee Ford in Silsbee, Texas, through TIPS USA 200206 Transportation Vehicles and BuyBoard Contract No. 601-19, in the amount of \$121,521.50, for a total amount of \$310,988.55.)
- 23 RFP No. 2020-102 - Professional Auditing Services and Comprehensive Annual Financial Report (CAFR) Preparation Services.
(Authorize the City Manager to finalize and execute a contract with BKD, L.L.P., in the amount of \$132,500.00 for 2020 with up to a three percent increase annually through 2024. The term of this contract is for one year, with four additional one-year renewal options. The City Manager is authorized to exercise the renewal options, subject to annual appropriation of sufficient funds)
- 24 Bid No. 2020-108 - ExecuTime Advanced Scheduling Software.
(Staff recommends award to sole source provider Tyler Technologies for time, attendance and scheduling of staff in the amount of \$63,634.00.)
- 25 Bid No. 2021-007 - Real Time Crime System.
(Authorize the City Manager to finalize and execute a three-year agreement with sole source provider LeadsOnline LLC in an amount not to exceed \$63,276.91 in total for the three-year term.)
- 26 Authorize the City Manager to finalize and execute a grant agreement with the Texas Department of Transportation, Aviation Division, for participation in the Routine Airport Maintenance Program (RAMP) in the amount of \$50,000.00.
- 27 Authorize the City Manager to finalize and execute a Local Agreement with the Dallas County Criminal District Attorney's Office for the disposition of forfeited contraband, pursuant to Chapter 59 of the Texas Code of Criminal Procedure.
- 28 Authorize the City Manager to finalize and execute a Local Agreement with Tarrant County Criminal District Attorney's Office for the disposition of forfeited contraband, pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

- 29 Authorize the City Manager to finalize and execute Supplemental Agreement No 2 to the Interlocal Agreement with STAR Transit to provide public transportation services in the estimated amount of \$1,266,469.00 for Fiscal Year 2021.
- 30 Authorize the City Manager to finalize and execute Amendment No 5 with Kimley-Horn and Associates, Inc., for additional construction support services for the Front Street Station project in the amount of \$45,000 00
- 31 Approve the purchase of an 8,000-square-foot facility located at 1290 Airport Boulevard, Mesquite, Texas (the "Property"), from LBL - Birdhouse 3, LLC, (the "Seller") for the purchase price of \$470,000.00, plus closing costs and authorize the City Manager to finalize and execute a Termination of Ground Lease agreement between the Seller and the City for the purchase of the property, and all other documents and take all other actions necessary or requested to finalize the closing and purchase of the property
- 32 A Approve the 2020 Community Development Block Grant (CDBG) Analysis of Impediments to Fair Housing, composed by J-Quad Planning Group.
- B Approve the proposed Budget for Round 3 project allocations of the 2020-2021 CDBG-CV fiscal year.
- 33 Authorize the City Manager to execute an Acknowledgment and Consent between the City, Vanston Park Investments, LP (the "Developer") and COMMUNITYBANK of Texas, N.A. (the "Bank"). (i) consenting to a \$1,900,000.00 increase (the "Additional Advance") in the loan dated September 12, 2014 by the Bank to the Developer in the current unpaid principal balance of approximately \$6,610,874.00 (the "Bank Loan") in connection with the development of the 155 unit housing project with related commercial space (Villas at Vanston Park) located at 4520 Gus Thomasson Road, Mesquite, Texas (the "Project"); and (ii) acknowledging that the economic development loan dated September 12, 2014 by the City of Mesquite to the Developer in the current unpaid principal balance of approximately \$804,559 59 in connection with the Project is subordinate to the Bank Loan as increased by the Additional Advance

CONSIDERATION OF A RESOLUTION

- 34 Consider a resolution celebrating National Senior Center Month and committing to the continued support of services and programs at the City's senior centers.

RECEIPT OF RESIGNATION

- 35 Receive resignation from David Gustof as a regular member of the Planning and Zoning Commission and Capital Improvements Advisory Committee.

APPOINTMENTS TO BOARDS AND COMMISSIONS

- 36 Consider appointment of nine members to the Animal Services Advisory Board for terms to expire September 8, 2022.
- 37 Consider appointment of one regular member and one alternate member to the Parks and Recreation Advisory Board and Tree Board for terms to expire October 21, 2021, and one alternate member for a term to expire October 21, 2020.
- 38 Consider electing members to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 1 - 4.

PUBLIC HEARINGS AND CONSIDER PASSAGE OF THE FOLLOWING ORDINANCES RELATING TO THE FISCAL YEAR 2020-21 BUDGET:

- 39 Conduct a public hearing to receive input from citizens regarding the proposed Fiscal Year 2020-21 budget
- 40 An ordinance providing funds for the 2020-21 Fiscal Year by adopting and approving the budget for said period and appropriating and setting aside the necessary funds out of the general and other revenues of the City for said fiscal year for the maintenance and operation of various departments and activities of the City, for capital and other improvements of the City and for all other expenditures included in said budget.
- 41 An ordinance adopting 2020-21 Pay Plans for full-time and part-time General Government personnel with an effective date of October 1, 2020; adopting pay plans for commissioned Police and Fire personnel with an effective date of October 1, 2020, providing step increases for eligible commissioned Police and Fire personnel effective on the employee's anniversary date and providing for increased prior and current service annuities under the Act governing the Texas Municipal Retirement System for retirees and beneficiaries of deceased retirees of the City
- 42 An ordinance ratifying the property tax revenue increase reflected in the 2020-21 Fiscal Year budget for said period.
- 43 An ordinance determining the population of the City of Mesquite, Texas, to be 145,410 as of October 1, 2020.
- 44 An ordinance amending Appendix D - the Comprehensive Fee Schedule of the Mesquite City Code, as amended, by making certain deletions and additions in Appendix D for fees collected by the City of Mesquite.
- 45 An ordinance establishing the classifications and total number of authorized positions in each classification of the Mesquite Fire Department as of October 1, 2020

- 46 An ordinance establishing the classifications and total number of authorized positions in each classification of the Mesquite Police Department effective as of October 1, 2020.
- 47 Consider and act on a proposed ad valorem tax rate for Fiscal Year 2020-2021 and call a public hearing for September 28, 2020, on the proposed Fiscal Year 2020-21 ad valorem tax rate

PUBLIC HEARINGS

(City Council may approve a different zoning district than the one requested, except that the different district may not (1) have a maximum structure height or density that is higher than the one requested, or (2) change the uses to include nonresidential when the request is for solely residential uses or vice versa.)

- 48 Conduct a public hearing and consider a resolution approving the terms and conditions of a program to promote local economic development and stimulate business and commercial activity in the City; authorizing the City Manager to finalize and execute an economic development program agreement (Chapter 380 agreement) for such purposes with 321 Firehouse GP LLC (the owner of the restaurant) and Frank A. Greenhaw (the Landlord of the premises where the restaurant is to be located) for the development of a restaurant in downtown Mesquite at 105 South Broad Street, Mesquite, Texas; and authorizing the City Manager to administer the agreement on behalf of the City.
- 49 Conduct a public hearing for Application No. Z0220-0129, submitted by Huffines Land Holding Partners, LP, for a change of zoning from Agricultural and Planned Development District Ordinance No. 3538 to Planned Development District to allow a master-planned community that would provide development standards and allow mixed uses, residential and commercial uses, located southwest of East Cartwright Road and both northwest and southeast of Faithon P. Lucas Sr., Boulevard
(Four responses in favor and 15 in opposition to the application have been received from property owners within the statutory notification area. The Planning and Zoning Commission recommends approval.)
- 50 Conduct a public hearing and consider an ordinance for Application No. Z0820-0144, submitted by Rosalinda Guzman on behalf of UTR Homes, LLC, for a change of zoning from Planned Development - General Retail to R-1 Single-Family Residential District to allow a single family home located at 1836 Wilkinson Road.
(No responses in favor or in opposition to the application have been received from property owners within the statutory notification area. The Planning and Zoning Commission recommends approval.)
- 51 Conduct a public hearing and consider an ordinance adopting revisions to the City of Mesquite Engineering Design Manual.

- 52 Conduct a public hearing and consider a resolution approving the Amended and Restated Chapter 380 Economic Development Program Agreement ("Agreement Three") by and between the City of Mesquite, Texas ("City"), and MMAH Rodeo Land Holdings, LLC ("Company"), authorized by Article III, Section 52-a of the Texas Constitution and Section 380.001 of Chapter 380 of the Texas Local Government Code regarding a new electronic Freeway-Oriented Marquee Sign and authorizing the City Manager to execute said "Agreement Three" for such purposes identified herein.
- 53 An ordinance amending Chapter 13 of the City Code, as previously amended, by making certain additions and deletions under Sections 13-1, 13-5, 13-72, and 13-73 thereby updating certain regulations on signs and adding regulations for "Freeway-Oriented Marquee Signs."

ADJOURNMENT

NOTICE OF EXECUTIVE SESSION

Pending and Contemplated Litigation

Pursuant to Section 551.071 of the Texas Government Code, the City Council will meet in closed session to consider pending or contemplated litigation subjects or settlement offers. The following cases/subjects may be discussed:

1. Kathy Dyer and Robert Dyer, Individually and as Representative of the Estate of Graham Dyer v. City of Mesquite, Texas; Jack Fyall; Richard Houston; Alan Gafford; Zachary Scott; William Heidelberg; Paul Polish; Joe Baker; Bill Hedgpeth – Filed 8-12-15; Cause No. 3:15-CV-02638-B; on appeal to the U.S. Court of Appeals for the Fifth Circuit, Case No. 19-10280, Filed 6-3-19
2. Petition of the Cities of Garland, Mesquite, Plano, and Richardson appealing 2017 wholesale water rates implemented by North Texas Municipal Water District, PUC Docket No. 46662 – Filed 12-14-16
3. Petition of the Cities of Garland, Mesquite, Plano and Richardson appealing 2018 Wholesale Water Rates implemented by North Texas Municipal Water District, PUC Docket No. 47863 (Appealing Wholesale Water Rates for 2018) – Filed 12-15-17
4. City of Mesquite v. Govind Group Corp., and 3629 E. US Highway 80, Mesquite, Texas 75150 in rem, Cause No. DC-18-02903 – Filed 3-1-18
5. Haley Gregory v. City of Mesquite, EEOC #450-2018-06081 – Filed 7-25-18
6. City of Allen, City of Arlington, City of Bedford, City of Belton, City of Carrollton, City of Cedar Hill, City of Colleyville, City of Coppell, City of Dalworthington Gardens, City of Euless, City of Fort Worth, City of Garland, City of Grand Prairie, City of Harker Heights, City of Hutto, City of Irving, City of Killeen, City of Lewisville, City of Mesquite, City of Rockwall, City of Rowlett, City of Waco and City of Wichita Falls, Texas v. Time Warner Cable Texas, LLC d/b/a Spectrum and Charter Communications, Cause No. 2018-3835-4 – Filed 10-19-18
7. Tejas Motel, LLC v. City of Mesquite, acting by and through its Board of Adjustment, Cause No. DC-18-16933 – Filed 11-8-18; affirmed by Dallas Court of Appeals, Case No. 05-19-00667-CV; petition for review filed with Texas Supreme Court, Case No. 20-0553
8. Petition of Magali Villarreal (MISD Bus Accident on 10-3-2018), Cause No. DC-19-06974 – Filed 5-15-19
9. Patricia Brennan and Alyssa Sanders, Individually and as Heirs of Natalie Sanders v City of Mesquite, Texas, Victor Palascios, Kyle Stone; Layton Winters; Peter Velasquez; Michael Kelly; Sherry Green; Marcellet Martin, Cause No. 3:10-CV-01263-L – Filed 5-24-19

10 Patrish Ervin and John Dawson v. Mr. Phillip Aultman, Mesquite Police Department and the City of Mesquite, Cause No CC-19-03248-C – Filed 5-31-19

11 Corey Reynolds and Molly Reynolds v. The City of Mesquite, Mesquite Police Department, Officer Shedd and Progressive County Mutual Insurance Company, Cause No. DC-20-07209 – Filed 5-22-20

12. Tejas Motel, L L.C. v. City of Mesquite, Acting by and through its Board of Adjustment, Civil Action No. 3.20-cv-20-1982 – Filed 7-27-20

13. City of Mesquite v Ulises Rivera, Jessica Rivera and 3509 Byrd Drive, Mesquite, Texas 75150 in rem, Cause No DC-20-12465 – Filed 9-3-2020

Real Property

Pursuant to Section 551.072 of the Texas Government Code, the City Council will meet in closed session to consider the purchase, exchange, lease or value of real property. The following subjects may be discussed:

- 54 Discuss the purchase of property on SH 352 at Carver Street.

Personnel Matters

Pursuant to Section 551.074 of the Texas Government Code, the City Council may consider the appointment, evaluation, employment, reassignment, duties, discipline or dismissal of the City Manager, City Attorney, Municipal Court Judge, City Secretary, members of the various City boards and commissions, and City officers or other employees. A complete list of the members of the City boards and commissions is on file in the City Secretary's office.

Following discussions in executive session, the City Council will reconvene in open session where any final action regarding executive session items will be taken.

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters posted on this agenda, when such executive session is authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts or Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices or Security Audits) and 551.087 (Economic Development), Texas Tax Code Section 321.3022 (Sales Tax Information) and Texas Government Code Section 418.183(f) (Emergency Management).

The City Hall is wheelchair accessible. Any requests for sign interpretive services must be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at 972-216-6244 or TDD 1-800-735-2989.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

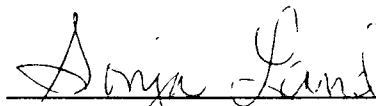
Conforme a la Sección 30.06 del Código Penal (entrada ilegal de persona titular de licencia con arma de fuego oculta), personas con licencia según el Sub-capítulo H, Capítulo 411, Código de Gobierno (ley de permiso para portar arma de fuego), no deben entrar a esta propiedad portando un arma de fuego oculta.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Conforme a la Sección 30.07 del Código Penal (entrada ilegal de persona titular de licencia con arma de fuego a la vista), personas con licencia segun el Sub-capitulo H, Capitulo 411, Código de Gobierno (ley de permiso para portar arma de fuego), no deben entrar a esta propiedad portando una arma de fuego a la vista

Pursuant to Section 551.007 (c) of the Texas Local Government Code, any member of the public wishing to address the City Council through the use of a translator is granted at least twice the amount of time as a member of the public who does not require the assistance of a translator.

I, Sonja Land, City Secretary for the City of Mesquite, Texas, hereby certify that the above Agenda for the Regular City Council meeting to be held September 21, 2020, was posted on the bulletin boards at the Municipal Center and City Hall on September 18, 2020, by 4:30 p.m. and will remain so posted until after the meeting. This notice was likewise posted on the City's website at www.cityofmesquite.com for a minimum of 72 hours prior to the meeting.



Sonja Land, City Secretary



City of Mesquite, Texas

Minutes - Final City Council

Monday, September 21, 2020

5:00 PM

City Hall | Council Chamber
757 N. Galloway Avenue | Mesquite, Texas

Present: Mayor Bruce Archer and Councilmembers Robert Miklos, Dan Aleman, Tandy Boroughs, Kenny Green, B. W. Smith and Sherry Wisdom, City Manager Cliff Keheley and City Secretary Sonja Land.

PRE-MEETING - TRAINING ROOMS A&B - 5:08 P.M.

AGENDA REVIEW

STAFF PRESENTATIONS

- 1 Discuss the proposed budget for Fiscal Year 2020-21.
- 2 Receive briefing regarding annual investment activity and proposed changes to the City's Investment Policy.

REGULAR CITY COUNCIL MEETING - CITY COUNCIL CHAMBER - 7:05 P.M.

INVOCATION

John Schelter, Pastor, Our Savior Lutheran Church, Mesquite, Texas.

PLEDGE OF ALLEGIANCE

City of Mesquite Staff.

SPECIAL ANNOUNCEMENTS

1. Ms. Wisdom stated that Front Street Station dumpsters will be camouflaged with large panels, mounted with artwork, throughout the new Downtown area. Artists are encouraged to submit artwork for consideration no later than October 24, 2020.
2. Mr. Green stated that this past Saturday, September 19, 2020, Keep Mesquite Beautiful, Inc. (KMB), hosted a Trash Bash event which was a success despite the pandemic and limitations to public events. Thirteen volunteer groups cleaned up nine areas across the City, including park areas, neighborhoods and retail locations. He thanked KMB and volunteers for partnering with the City to help keep our City clean.

3. Mr. Miklos stated that on Saturday, September 12, 2020, an incident occurred at the AMC 30 involving a large group of juveniles gathering outside and causing a disturbance. Last week, he along with Mayor Archer, City Manager Cliff Keheley and Police Chief Charles Cato quickly addressed the causes of this incident and set forth new policies to prevent the reoccurrence of this type of incident. He thanked AMC management for being a great partner. The City will continue to be vigilant to restore a sense of safety in our community.
4. Mr. Boroughs stated that 2020 is the 10th year for the Historic Mesquite, Inc., Mesquite Meander. This event consists of a historical stroll through the Mesquite Cemetery featuring Mesquite pioneers portrayed by Mesquite Community Theater actors. This event will take place on Friday, October 9, 2020, from 6:00 p.m. to 7:30 p.m., and Saturday, October 10, 2020, from 5:30 p.m. to 7:00 p.m. Tours are limited to no more than ten people in order to observe social distancing protocols and create a safe event.
5. Mr. Smith stated that the Mesquite Police Department is participating in a new program, "Operation Big Chill," sponsored by 7-Eleven Stores. This program allows Police Officers to make a positive connection with our community's youth by rewarding good deeds, positive activities and random acts of kindness with a free Slurpee drink. As Police Chief Charles Cato said, "We will put a Slurpee in their hand and a smile on their face."
6. Mr. Aleman encouraged residents to participate in National Good Neighbor Day on Monday, September 28. This event creates an opportunity to remind our neighbors of the "Project Porch Light" campaign. The use of exterior lighting, such as front porch lights and landscape lights, help discourage criminal activity in neighborhoods.
7. Mr. Aleman commended City Manager Cliff Keheley and City staff for diligently working to help evacuees of Hurricane Laura.
8. Mr. Aleman recognized a resident who observed and joined he and others picking up trash along her street.
9. Mr. Aleman stated that a local small business, Senor Jalapeño Mexican Restaurant, 3304 North Town East Boulevard, was recently vandalized. He, Mayor Archer and Mr. Miklos visited with the owner of the restaurant regarding the incident. He encouraged citizens to support the City's small businesses.
10. Mayor Archer reminded citizens to support and encourage each other during these difficult times.

CITIZENS FORUM

Brett Yniguez, 1023 South Bryan Street, expressed concerns regarding herbicides being sprayed at Hodges Park and Paschall Park.

CONSENT AGENDA

Approval of the Consent Agenda

Mr. Aleman requested that Item No. 17 be removed from the Consent Agenda to be considered separately. Mr. Miklos requested that Item No. 33 be removed from the Consent Agenda to be considered separately. Mr. Aleman moved to approve the remaining items on the Consent Agenda, as follows. Motion was seconded by Ms. Wisdom and approved unanimously.

- 3 Minutes of the regular City Council meetings held August 17, 2020, and September 8, 2020.

Approved on the Consent Agenda.

- 4 An ordinance amending Chapter 5 of the City Code, by reorganizing portions of

the Table of Contents for Chapter 5 "Buildings and Construction" and by revising, repealing, and replacing certain Articles, Divisions, and Sections; adopting the 2018 Editions of certain International Codes published by the International Code Council (I.C.C.) and providing local amendments thereto; adopting the 2017 National Electrical Code, a publication of the National Fire Protection Association; said Codes are adopted or revised as follows: Article II-A "Building Code" (I.B.C.); Article II-B "Existing Building Code" (I.E.B.C.); Article VI "Plumbing Code" (I.P.C.); Article VII "Mechanical Code" (I.M.C.); Article VIII "Electrical Code" (N.E.C.); Article IX "Swimming Pool and Spa Code" (I.S.P.S.C.); Article X "Fuel Gas Code" (I.F.G.C.); Article XI "Residential Code" (I.R.C.); and Article XII "Energy Conservation Code" (I.E.C.C.).

Approved on the Consent Agenda.

Ordinance No. 4801, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AMENDING CHAPTER 5 OF THE MESQUITE CITY CODE, BY REORGANIZING PORTIONS OF THE TABLE OF CONTENTS FOR CHAPTER 5 "BUILDINGS AND CONSTRUCTION" AND BY REVISING, REPEALING, AND REPLACING CERTAIN ARTICLES, DIVISIONS, AND SECTIONS; ADOPTING THE 2018 EDITIONS OF CERTAIN INTERNATIONAL CODES PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (I.C.C.) AND PROVIDING LOCAL AMENDMENTS THERETO; ADOPTING THE 2017 NATIONAL ELECTRICAL CODE, A PUBLICATION OF THE NATIONAL FIRE PROTECTION ASSOCIATION; SAID CODES ARE ADOPTED OR REVISED AS FOLLOWS: ARTICLE II-A "BUILDING CODE" (I.B.C.); ARTICLE II-B "EXISTING BUILDING CODE" (I.E.B.C.); ARTICLE VI "PLUMBING CODE" (I.P.C.); ARTICLE VII "MECHANICAL CODE" (I.M.C.); ARTICLE VIII "ELECTRICAL CODE" (N.E.C.); ARTICLE IX "SWIMMING POOL AND SPA CODE" (I.S.P.S.C.); ARTICLE X "FUEL GAS CODE" (I.F.G.C.); ARTICLE XI "RESIDENTIAL CODE" (I.R.C.); ARTICLE XII "ENERGY CONSERVATION CODE" (I.E.C.C.); PROVIDING A REPEALING CLAUSE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000); PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE. (Ordinance No. 4801 recorded in Ordinance Book No. 121.)

5

An ordinance amending Chapter 6 of the City Code, by repealing Chapter 6 in its entirety and replacing with a new Chapter 6 including new Article I to be titled "In General" and new Article II to be titled "Fire Code;" adopting the 2018 Edition of the International Fire Code (I.F.C.) and providing certain local amendments thereto.

Approved on the Consent Agenda.

Ordinance No. 4802, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AMENDING CHAPTER 6 OF THE MESQUITE CITY CODE, BY REPEALING CHAPTER 6 IN ITS ENTIRETY AND REPLACING WITH A NEW CHAPTER 6 INCLUDING NEW ARTICLE I TO BE TITLED "IN GENERAL" AND NEW ARTICLE II TO BE TITLED "FIRE CODE;" ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE (I.F.C.) AND PROVIDING CERTAIN LOCAL AMENDMENTS THERETO; PROVIDING A REPEALING CLAUSE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000); PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE. (Ordinance No. 4802 recorded in Ordinance Book No. 121.)

- 6 An ordinance amending Chapter 9 of the City Code thereby adding a new school zone for Agnew Middle School on Paza Drive from Carver Street to Wilkinson Drive.

Approved on the Consent Agenda.

Ordinance No. 4803, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF THE CITY OF MESQUITE, TEXAS, AS AMENDED, BY DELETING AND REPLACING IN ITS ENTIRETY SECTION 9-147(1)(a) AND ADDING A NEW SCHOOL ZONE FOR AGNEW MIDDLE SCHOOL; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED \$500.00 FOR EACH OFFENSE; AND DECLARING AN EFFECTIVE DATE THEREOF. (Ordinance No. 4803 recorded in Ordinance Book No. 121.)

- 7 An emergency measure ordinance of the City of Mesquite, Texas, authorized pursuant to Mesquite City Charter, Article IV, Section 18 and Section 19; continuing the Mayor's Declaration of Local State of Disaster for Public Health Emergency related to COVID-19 issued on March 23, 2020, and as further continued and authorized by Ordinance No. 4773, Ordinance No. 4781, Ordinance No. 4784, and Ordinance No. 4793; confirming the continued activation of the City's emergency management plans; adopting and approving certain rules and orders to protect the health and safety of persons in the City and to help abate the public health emergency; authorizing the City Manager or his designee to make certain decisions and to take necessary actions to meet City objectives to have City government remain functional while providing essential governmental services during this rapidly changing environment created by the public health emergency; making various findings and provisions related to the subject; making it an offense to fail to comply with a state, local, or interjurisdictional emergency management plan or any rule, order, or ordinance adopted under the plan and providing a penalty in an amount not to exceed one thousand dollars (\$1,000.00) for each offense.

Approved on the Consent Agenda.

Ordinance No. 4804, AN EMERGENCY MEASURE ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AUTHORIZED PURSUANT TO MESQUITE CITY CHARTER, ARTICLE IV, SECTION 18 AND SECTION 19; CONTINUING THE MAYOR'S DECLARATION OF LOCAL STATE OF DISASTER FOR PUBLIC HEALTH EMERGENCY RELATED TO COVID-19 ISSUED ON MARCH 23, 2020, AND AS FURTHER CONTINUED AND AUTHORIZED BY ORDINANCE NO. 4773, ORDINANCE NO. 4781, ORDINANCE NO. 4784, AND ORDINANCE NO. 4793; CONFIRMING THE CONTINUED ACTIVATION OF THE CITY'S EMERGENCY MANAGEMENT PLANS; ADOPTING AND APPROVING CERTAIN RULES AND ORDERS TO PROTECT THE HEALTH AND SAFETY OF PERSONS IN THE CITY AND TO HELP ABATE THE PUBLIC HEALTH EMERGENCY; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO MAKE CERTAIN DECISIONS AND TO TAKE NECESSARY ACTIONS TO MEET CITY OBJECTIVES TO HAVE CITY GOVERNMENT REMAIN FUNCTIONAL WHILE PROVIDING ESSENTIAL GOVERNMENTAL SERVICES DURING THIS RAPIDLY CHANGING ENVIRONMENT CREATED BY THE PUBLIC HEALTH EMERGENCY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; MAKING IT AN OFFENSE TO FAIL TO COMPLY WITH A STATE, LOCAL, OR INTERJURISDICTIONAL EMERGENCY MANAGEMENT PLAN OR ANY RULE, ORDER, OR ORDINANCE ADOPTED UNDER THE PLAN AND PROVIDING A

PENALTY IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE; AND DECLARING AN EXPIRATION DATE. (Ordinance No. 4804 recorded in Ordinance Book No. 121.)

- 8 An ordinance, on first reading, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division ("Company") regarding the Company's 2020 Rate Review Mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the Company and the ACSC's legal counsel.

Approved on the Consent Agenda.

- 9 A resolution adopting an Investment Policy and declaring that the City Council completed its review of the investment policies and investment strategies.

Approved on the Consent Agenda.

Resolution No. 36-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, ADOPTING AN INVESTMENT POLICY; DECLARING THAT THE CITY COUNCIL COMPLETED ITS REVIEW OF THE INVESTMENT POLICIES AND INVESTMENT STRATEGIES; AND DECLARING AN EFFECTIVE DATE THEREOF. (Resolution No. 36-2020 recorded in Resolution Book No. 60.)

- 10 A resolution expressing official intent to reimburse, from the proceeds of obligations to be issued by the City, the costs of street, road, alley, sidewalk and screening wall projects, water and sewer system improvements, municipal building improvements and acquisition of vehicles and equipment and computer equipment and software for municipal departments.

Approved on the Consent Agenda.

Resolution No. 37-2020, A RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE, FROM THE PROCEEDS OF OBLIGATIONS TO BE ISSUED BY THE CITY, THE COSTS OF STREET, ROAD, ALLEY, SIDEWALK AND SCREENING WALL PROJECTS, WATER AND SEWER SYSTEM IMPROVEMENTS, MUNICIPAL BUILDING IMPROVEMENTS AND ACQUISITION OF VEHICLES AND EQUIPMENT AND COMPUTER EQUIPMENT AND SOFTWARE FOR MUNICIPAL DEPARTMENTS. (Resolution No. 37-2020 recorded in Resolution Book No. 60.)

- 11 A resolution endorsing and accepting the 2020-2021 Comprehensive Safety Grant (the "Grant") for the Selective Traffic Enforcement Program (the "STEP Program"); authorizing the filing of the application for the Grant; approving the contribution of City funds in the amount of \$10,251.84; designating the City Manager as the official representative of the City in connection with the Grant;

and authorizing the City Manager to take all actions and execute all documents with the Texas Department of Transportation in connection with such Grant and STEP Program.

Approved on the Consent Agenda.

Resolution No. 38-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, ENDORSING AND ACCEPTING THE 2020-2021 COMPREHENSIVE SAFETY GRANT (THE "GRANT") FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (THE "STEP PROGRAM"); AUTHORIZING THE FILING OF THE APPLICATION FOR THE GRANT; APPROVING THE CONTRIBUTION OF CITY FUNDS IN THE AMOUNT OF \$10,251.84; DESIGNATING THE CITY MANAGER AS THE OFFICIAL REPRESENTATIVE OF THE CITY IN CONNECTION WITH THE GRANT; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS AND EXECUTE ALL DOCUMENTS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH SUCH GRANT AND STEP PROGRAM. (Resolution No. 38-2020 recorded in Resolution Book No. 60.)

12

A resolution authorizing the City Manager to execute the 2019 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program Funds Sharing and Fiscal Agency Agreement between Dallas County and the Cities of Balch Springs, Carrollton, Dallas, DeSoto, Duncanville, Garland, Grand Prairie, Irving, Lancaster, Mesquite and Richardson; authorizing an equitable re-distribution of grant funds thereby reducing Mesquite's formula allocation to the revised amount of \$26,631.76; designating the City of Dallas as the applicant and fiscal agent; and designating the Police Chief of the City of Mesquite as the responsible officer for the purpose of signing all documents associated with the grant.

Approved on the Consent Agenda.

Resolution No. 39-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM FUNDS SHARING AND FISCAL AGENCY AGREEMENT BETWEEN DALLAS COUNTY AND THE CITIES OF BALCH SPRINGS, CARROLLTON, DALLAS, DESOTO, DUNCANVILLE, GARLAND, GRAND PRAIRIE, IRVING, LANCASTER, MESQUITE AND RICHARDSON; AUTHORIZING AN EQUITABLE RE-DISTRIBUTION OF GRANT FUNDS THEREBY REDUCING MESQUITE'S FORMULA ALLOCATION TO THE REVISED AMOUNT OF \$26,631.76; DESIGNATING THE CITY OF DALLAS AS THE APPLICANT AND FISCAL AGENT; AND DESIGNATING THE POLICE CHIEF OF THE CITY OF MESQUITE AS THE RESPONSIBLE OFFICER FOR THE PURPOSE OF SIGNING ALL DOCUMENTS ASSOCIATED WITH THE GRANT. (Resolution No. 39-2020 recorded in Resolution Book No. 60.)

13

A resolution authorizing the sale of tax-foreclosed property located at 515 Old London Lane in Mesquite, Texas (the "Property"); accepting the offer from Jose Serrato (the "Purchaser") to purchase the Property; ratifying and approving the Offer and Purchase Agreement executed by the Purchaser setting forth the terms and conditions of the sale of the Property; and authorizing the City Manager to execute a quitclaim deed and all other documents necessary or requested to complete the closing and sale of the Property.

Approved on the Consent Agenda.

Resolution No. 40-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE SALE OF TAX-FORECLOSED PROPERTY LOCATED AT 515 OLD LONDON LANE IN MESQUITE, TEXAS (THE "PROPERTY"); ACCEPTING THE OFFER FROM JOSE SERRATO (THE "PURCHASER") TO PURCHASE THE PROPERTY; RATIFYING AND APPROVING THE OFFER AND PURCHASE AGREEMENT EXECUTED BY THE PURCHASER SETTING FORTH THE TERMS AND CONDITIONS OF THE SALE OF THE PROPERTY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED AND ALL OTHER DOCUMENTS NECESSARY OR REQUESTED TO COMPLETE THE CLOSING AND SALE OF THE PROPERTY. (Resolution No. 40-2020 recorded in Resolution Book No. 60.)

14

A resolution authorizing the Mayor to finalize and execute all documents necessary to designate the positions of Director of Finance, Manager of Accounting, and Manager of Budget and Treasury to act as the City of Mesquite's authorized representatives for Texas Local Government Investment Pool ("TexPool/TexPool Prime").

Approved on the Consent Agenda.

Resolution No. 41-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO FINALIZE AND EXECUTE ALL DOCUMENTS NECESSARY TO DESIGNATE THE POSITIONS OF DIRECTOR OF FINANCE, MANAGER OF ACCOUNTING, AND MANAGER OF BUDGET AND TREASURY TO ACT AS THE CITY OF MESQUITE'S AUTHORIZED REPRESENTATIVES FOR TEXAS LOCAL GOVERNMENT INVESTMENT POOL ("TEXPOOL/TEXPOOL PRIME"). (Resolution No. 41-2020 recorded in Resolution Book No. 60.)

15

A resolution approving an amendment to an economic development program agreement (Chapter 380 Agreement) between the City of Mesquite, Texas, (the "City"), Elements International Group, LLC (the "Company"), and IDIL Skyline D, LLC, (the "Landlord"), dated effective May 1, 2019, relating to economic development incentives to the Company to relocate its world headquarters to 2250 Skyline Drive, Mesquite, Texas (the "Original Agreement"), amending the minimum taxable value of the land, building and business personal property to \$22,000,000.00, collectively, and amending certain dates, provisions relating to the lease, and provisions relating to the initial term, the extended term and the incentive period (the "Amendment"); authorizing the City Manager to finalize and execute the Amendment for such purposes and to take all actions necessary or advisable to complete the transactions contemplated by the Amendment.

Approved on the Consent Agenda.

Resolution No. 42-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING AN AMENDMENT TO AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (CHAPTER 380 AGREEMENT) BETWEEN THE CITY OF MESQUITE, TEXAS, (THE "CITY"), ELEMENTS INTERNATIONAL GROUP, LLC (THE "COMPANY"), AND IDIL SKYLINE D, LLC, (THE "LANDLORD"), DATED EFFECTIVE MAY 1, 2019, RELATING TO ECONOMIC DEVELOPMENT INCENTIVES TO THE COMPANY TO RELOCATE ITS WORLD HEADQUARTERS TO 2250 SKYLINE DRIVE, MESQUITE, TEXAS (THE "ORIGINAL AGREEMENT") AMENDING THE MINIMUM TAXABLE VALUE OF THE LAND, BUILDING AND BUSINESS PERSONAL PROPERTY TO \$22,000,000.00, COLLECTIVELY, AND

AMENDING CERTAIN DATES, PROVISIONS RELATING TO THE LEASE, AND PROVISIONS RELATING TO THE INITIAL TERM, THE EXTENDED TERM AND THE INCENTIVE PERIOD (THE "AMENDMENT"); AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE AMENDMENT FOR SUCH PURPOSES AND TO TAKE ALL ACTIONS NECESSARY OR ADVISABLE TO COMPLETE THE TRANSACTIONS CONTEMPLATED BY THE AMENDMENT. (Resolution No. 42-2020 recorded in Resolution Book No. 60.)

- 16 A resolution approving an agreement with Kaufman County, Texas, to participate in Reinvestment Zone Number Thirteen, City of Mesquite, Texas (Spradley Farms) ("Agreement") and authorizing the Mayor to execute the Agreement.

Approved on the Consent Agenda.

Resolution No. 43-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING AN AGREEMENT WITH KAUFMAN COUNTY, TEXAS, TO PARTICIPATE IN REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF MESQUITE, TEXAS (SPRADLEY FARMS) ("AGREEMENT"); AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Resolution No. 43-2020 recorded in Resolution Book No. 60.)

- 18 Bid No. 2020-020 - 2019 Large Diameter Reinforced Concrete Pipe (RCP) Sanitary Sewer Rehabilitation by Cured-in-Place-Pipe (CIPP).
(Authorize the City Manager to finalize and execute a contract with low bidder Insituform Technologies, LLC, in the amount of \$1,781,940.80.)

Approved on the Consent Agenda.

- 19 Bid No. 2020-075 - South Mesquite Creek Gabion Stabilization by Sheet Piling.
(Authorize the City Manager to finalize and execute a contract with low bidder JB & Co., LLC, in the amount of \$573,700.00)

Approved on the Consent Agenda.

- 20 RFP No. 2020-079 - Group Vision Insurance.
(Authorize the City Manager to finalize and execute the necessary documents with Eye Med to provide vision benefits to full-time employees, retirees, and eligible dependents effective January 1, 2021. The term of this contract is for one year, with four additional one-year renewal options. The City Manager is authorized to exercise the renewal options, subject to annual appropriation of sufficient funds.)

Approved on the Consent Agenda.

- 21 RFP No. 2020-080 - Retiree Medicare Supplement Plan.
(Authorize the City Manager to finalize and execute the necessary documents with selected vendor for Post-65 Retiree Medical and Prescription Drug Plan, effective January 1, 2021. The term of this contract is for one year, with four additional one-year renewal options. The City Manager is authorized to exercise the renewal options, subject to annual appropriation of sufficient funds.)

Approved on the Consent Agenda.

- 22 Bid No. 2020-096 - Purchase of Pickups and Sedans.
(Staff recommends award of the purchase of six vehicles to Sam Pack's Five Star Ford in Carrollton, Texas, through BuyBoard Contract No. 601-19, Tarrant County Contract No. 2019-041 and the Sheriff's Association of Texas Bid No. 2001-1017, in the amount of \$189,467.05 and five vehicles to Silsbee Ford in Silsbee, Texas, through TIPS USA 200206 Transportation Vehicles and BuyBoard Contract No. 601-19, in the amount of \$121,521.50, for a total amount of \$310,988.55.)
- Approved on the Consent Agenda.**
- 23 RFP No. 2020-102 - Professional Auditing Services and Comprehensive Annual Financial Report (CAFR) Preparation Services.
(Authorize the City Manager to finalize and execute a contract with BKD, L.L.P., in the amount of \$132,500.00 for 2020 with up to a three percent increase annually through 2024. The term of this contract is for one year, with four additional one-year renewal options. The City Manager is authorized to exercise the renewal options, subject to annual appropriation of sufficient funds.)
- Approved on the Consent Agenda.**
- 24 Bid No. 2020-108 - ExecuTime Advanced Scheduling Software.
(Staff recommends award to sole source provider Tyler Technologies for time, attendance and scheduling of staff in the amount of \$63,634.00.)
- Approved on the Consent Agenda.**
- 25 Bid No. 2021-007 - Real Time Crime System.
(Authorize the City Manager to finalize and execute a three-year agreement with sole source provider LeadsOnline LLC in an amount not to exceed \$63,276.91 in total for the three-year term.)
- Approved on the Consent Agenda.**
- 26 Authorize the City Manager to finalize and execute a grant agreement with the Texas Department of Transportation, Aviation Division, for participation in the Routine Airport Maintenance Program (RAMP) in the amount of \$50,000.00.
- Approved on the Consent Agenda.**
- 27 Authorize the City Manager to finalize and execute a Local Agreement with the Dallas County Criminal District Attorney's Office for the disposition of forfeited contraband, pursuant to Chapter 59 of the Texas Code of Criminal Procedure.
- Approved on the Consent Agenda.**
- 28 Authorize the City Manager to finalize and execute a Local Agreement with Tarrant County Criminal District Attorney's Office for the disposition of forfeited contraband, pursuant to Chapter 59 of the Texas Code of Criminal Procedure.
- Approved on the Consent Agenda.**
- 29 Authorize the City Manager to finalize and execute Supplemental Agreement No. 2 to the Interlocal Agreement with STAR Transit to provide public transportation

services in the estimated amount of \$1,266,469.00 for Fiscal Year 2021.

Approved on the Consent Agenda.

- 30 Authorize the City Manager to finalize and execute Amendment No. 5 with Kimley-Horn and Associates, Inc., for additional construction support services for the Front Street Station project in the amount of \$45,000.00.

Approved on the Consent Agenda.

- 31 Approve the purchase of an 8,000-square-foot facility located at 1290 Airport Boulevard, Mesquite, Texas (the "Property"), from LBL - Birdhouse 3, LLC, (the "Seller") for the purchase price of \$470,000.00, plus closing costs and authorize the City Manager to finalize and execute a Termination of Ground Lease agreement between the Seller and the City for the purchase of the property, and all other documents and take all other actions necessary or requested to finalize the closing and purchase of the property.

Approved on the Consent Agenda.

- 32 A. Approve the 2020 Community Development Block Grant (CDBG) Analysis of Impediments to Fair Housing, composed by J-Quad Planning Group.

B. Approve the proposed Budget for Round 3 project allocations of the 2020-2021 CDBG-CV fiscal year.

Approved on the Consent Agenda.

CONSENT AGENDA ITEMS CONSIDERED SEPARATELY

- 17 A resolution authorizing the acquisition and transfer of the Markout Water Supply Corporation ("Markout") water system and customers to the City of Mesquite, Texas ("Mesquite"); authorizing the City Manager to execute such documents and to take such actions as necessary or requested to complete the acquisition and transfer of the Markout water system and customers to Mesquite; authorizing the City Manager to finalize, execute and administer a Memorandum of Understanding between Mesquite and the City of Forney, Texas ("Forney") defining the expectations and responsibilities of both Cities related to the acquisition by Mesquite of the Markout water system and customers and division of the Markout water system including, without limitation, the transfer to Forney of the rights to provide water service to the Grayhawk subdivision located in Forney.

Mr. Aleman moved to approve Resolution No. 44-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE ACQUISITION AND TRANSFER OF THE MARKOUT WATER SUPPLY CORPORATION ("MARKOUT") WATER SYSTEM AND CUSTOMERS TO THE CITY OF MESQUITE, TEXAS ("MESQUITE"); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH DOCUMENTS AND TO TAKE SUCH ACTIONS AS NECESSARY OR REQUESTED TO COMPLETE THE ACQUISITION AND TRANSFER OF THE MARKOUT WATER SYSTEM AND CUSTOMERS TO MESQUITE; AUTHORIZING THE CITY MANAGER TO FINALIZE, EXECUTE AND ADMINISTER A MEMORANDUM OF UNDERSTANDING BETWEEN MESQUITE AND THE CITY OF FORNEY, TEXAS ("FORNEY") DEFINING THE EXPECTATIONS AND RESPONSIBILITIES OF BOTH CITIES RELATED TO THE

ACQUISITION BY MESQUITE OF THE MARKOUT WATER SYSTEM AND CUSTOMERS AND THE DIVISION OF THE MARKOUT WATER SYSTEM INCLUDING, WITHOUT LIMITATION, THE TRANSFER TO FORNEY OF THE RIGHTS TO PROVIDE WATER SERVICE TO THE GRAYHAWK SUBDIVISION LOCATED IN FORNEY, and approving the Memorandum of Understanding provided to the City Council on September 18, 2020, with the expanded transfer area. Motion was seconded by Mr. Green and approved unanimously. (Resolution No. 44-2020 recorded in Resolution Book No. 60.)

33

Authorize the City Manager to execute an Acknowledgment and Consent between the City, Vanston Park Investments, LP (the "Developer") and COMMUNITYBANK of Texas, N.A. (the "Bank"): (i) consenting to a \$1,900,000.00 increase (the "Additional Advance") in the loan dated September 12, 2014 by the Bank to the Developer in the current unpaid principal balance of approximately \$6,610,874.00 (the "Bank Loan") in connection with the development of the 155 unit housing project with related commercial space (Villas at Vanston Park) located at 4520 Gus Thomasson Road, Mesquite, Texas (the "Project"); and (ii) acknowledging that the economic development loan dated September 12, 2014 by the City of Mesquite to the Developer in the current unpaid principal balance of approximately \$804,559.59 in connection with the Project is subordinate to the Bank Loan as increased by the Additional Advance.

Mr. Green left the meeting.

Councilmembers expressed concerns regarding excessive trash at the Villas at Vanston Park and the cleanliness of the complex.

Joseph Agumadu, Manager of Vanston Villas Development, LLC, stated that the lender has provided the owner an opportunity to refinance at a lower interest rate. This will allow the owner the opportunity to upgrade the property which includes a trash compactor to address the trash situation at the apartment complex. Mr. Agumadu stated that a lease manager and two maintenance workers are employed at the complex.

Councilmembers requested the owner's commitment to resolving the trash situation in writing before approval is given.

Mr. Miklos moved to postpone consideration of authorizing the City Manager to execute an Acknowledgment and Consent between the City, Vanston Park Investments, LP (the "Developer") and COMMUNITYBANK of Texas, N.A. (the "Bank"): (i) consenting to a \$1,900,000.00 increase (the "Additional Advance") in the loan dated September 12, 2014, by the Bank to the Developer in the current unpaid principal balance of approximately \$6,610,874.00 (the "Bank Loan") in connection with the development of the 155 unit housing project with related commercial space (Villas at Vanston Park) located at 4520 Gus Thomasson Road, Mesquite, Texas (the "Project"); and (II) acknowledging that the economic development loan dated September 12, 2014, by the City of Mesquite to the Developer in the current unpaid principal balance of approximately \$804,559.59 in connection with the Project is subordinate to the Bank Loan as increased by the Additional Advance. Motion was seconded by Ms. Wisdom. On call for a vote on the motion, the following votes were cast:

Ayes: Miklos, Wisdom, Archer, Aleman, Boroughs, Smith

Nayes: None
Abstentions: Green

Motion carried.

END OF CONSENT AGENDA

CONSIDERATION OF A RESOLUTION

- 34 Consider a resolution celebrating National Senior Center Month and committing to the continued support of services and programs at the City's senior centers.

Mr. Green entered the meeting.

Mayor Archer stated that he requested the proposed resolution be placed on the agenda in support of the City's senior citizens and their contributions to the City of Mesquite.

Mr. Smith read the resolution.

Mr. Smith moved to approve Resolution No. 45-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, CELEBRATING NATIONAL SENIOR CENTER MONTH AND COMMITTING TO THE CONTINUED SUPPORT OF SERVICES AND PROGRAMS AT THE CITY'S SENIOR CENTERS. Motion was seconded by Mr. Aleman and approved unanimously. (Resolution No. 45-2020 recorded in Resolution Book No. 60.)

RECEIPT OF RESIGNATION

- 35 Receive resignation from David Gustof as a regular member of the Planning and Zoning Commission and Capital Improvements Advisory Committee.

Mr. Green moved to accept the resignation of David Gustof as a regular member of the Planning and Zoning Commission and Capital Improvements Advisory Committee. Motion was seconded by Ms. Wisdom and approved unanimously.

APPOINTMENTS TO BOARDS AND COMMISSIONS

- 36 Consider appointment of nine members to the Animal Services Advisory Board for terms to expire September 8, 2022.

Mr. Smith moved to appoint Edward Suarez, Maria Martinez, Karen McLeod-Ellis, Dr. Mark Pirrung, Mary Anne Chiarelli, Patti Dawson, Tracey DeChant, Karen (Chris) Swain and Brad Craft as members of the Animal Services Advisory Board for terms to expire September 8, 2022. Motion was seconded by Mr. Aleman and approved unanimously.

- 37 Consider appointment of one regular member and one alternate member to the Parks and Recreation Advisory Board and Tree Board for terms to expire October 21, 2021, and one alternate member for a term to expire October 21, 2020.

Mr. Boroughs moved to change the appointment of Debbie Coolidge from an alternate member to a regular member of the Parks and Recreation Advisory Board and Tree Board for a term to expire October 21, 2021, and to appoint

Quinton Middleton as a Senior Alternate member for a term to expire October 21, 2020, and to appoint Kendrick Blanton as a Junior Alternate member for a term to expire October 21, 2021. Motion was seconded by Mr. Aleman and approved unanimously.

38

Consider electing members to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 1 - 4.

Mr. Green moved to appoint Robert T. Herrera, Place 1; John W. Fullen, Place 2; Jeffrey Snyder, Place 3; and Robert S. Hauck, Place 4 to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees. Motion was seconded by Ms. Wisdom and approved unanimously.

**PUBLIC HEARINGS AND CONSIDER PASSAGE OF THE FOLLOWING ORDINANCES
RELATING TO THE FISCAL YEAR 2020-21 BUDGET:**

39

Conduct a public hearing to receive input from citizens regarding the proposed Fiscal Year 2020-21 budget.

A public hearing was held to receive input from citizens regarding the proposed Fiscal Year 2020-21 budget.

Myra Rogers, Manager of Budget and Financial Analysis, stated that this is the fourth and final public hearing and also serves as the State-law mandated public hearing to receive citizen input on the proposed Fiscal Year 2020-21 budget. Ms. Rogers stated that the City budgets for 34 different funds – five operating funds, five debt service funds, two internal service funds, 10 special revenue funds and 12 capital project funds. The proposed expenditure budget for all funds is \$259 million and the proposed budget for the general fund is \$132.5 million. Ms. Rogers stated that the detailed schedules for the proposed budget are available on the City's website.

Mike Gibson, representing the Mesquite Chamber of Commerce, spoke in opposition to the omission of the Chamber of Commerce funding from the City budget.

No others appeared regarding the proposed Fiscal Year 2020-21 budget.

40

An ordinance providing funds for the 2020-21 Fiscal Year by adopting and approving the budget for said period and appropriating and setting aside the necessary funds out of the general and other revenues of the City for said fiscal year for the maintenance and operation of various departments and activities of the City, for capital and other improvements of the City and for all other expenditures included in said budget.

Mr. Miklos moved to approve Ordinance No. 4805, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, PROVIDING FUNDS FOR THE 2020-21 FISCAL YEAR BY ADOPTING AND APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES OF THE CITY FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF VARIOUS DEPARTMENTS AND ACTIVITIES OF THE CITY, FOR CAPITAL AND OTHER IMPROVEMENTS OF THE CITY AND FOR ALL OTHER EXPENDITURES INCLUDED IN SAID BUDGET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE. Motion was seconded by Mr. Aleman and approved unanimously. (Ordinance No. 4805 recorded in Ordinance Book No. 121.)

- 41 An ordinance adopting 2020-21 Pay Plans for full-time and part-time General Government personnel with an effective date of October 1, 2020; adopting pay plans for commissioned Police and Fire personnel with an effective date of October 1, 2020, providing step increases for eligible commissioned Police and Fire personnel effective on the employee's anniversary date and providing for increased prior and current service annuities under the Act governing the Texas Municipal Retirement System for retirees and beneficiaries of deceased retirees of the City.

Mr. Boroughs left the meeting.

Mr. Smith moved to approve Ordinance No. 4806, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS ("CITY"), ADOPTING 2020-21 PAY PLANS FOR FULL-TIME AND PART-TIME GENERAL GOVERNMENT PERSONNEL WITH AN EFFECTIVE DATE OF OCTOBER 1, 2020; ADOPTING PAY PLANS FOR COMMISSIONED POLICE AND FIRE PERSONNEL WITH AN EFFECTIVE DATE OF OCTOBER 1, 2020, PROVIDING STEP INCREASES FOR ELIGIBLE COMMISSIONED POLICE AND FIRE PERSONNEL EFFECTIVE ON THE EMPLOYEE'S ANNIVERSARY DATE; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. Motion was seconded by Mr. Miklos. On call for a vote on the motion, the following votes were cast:

Ayes: Smith, Miklos, Archer, Aleman, Green, Wisdom

Nays: None

Abstentions: Boroughs

Motion carried. (Ordinance No. 4806 recorded in Ordinance Book No. 121.)

- 42 An ordinance ratifying the property tax revenue increase reflected in the 2020-21 Fiscal Year budget for said period.

Mr. Boroughs entered the meeting.

Mr. Green moved to approve Ordinance No. 4807, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE 2020-21 FISCAL YEAR BUDGET FOR SAID PERIOD; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE. Motion was seconded by Mr. Aleman and approved unanimously. (Ordinance No. 4807 recorded in Ordinance Book No. 121.)

- 43 An ordinance determining the population of the City of Mesquite, Texas, to be 145,410 as of October 1, 2020.

Mr. Boroughs moved to approve Ordinance No. 4808, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, DETERMINING THE POPULATION OF THE CITY OF MESQUITE, TEXAS, TO BE 145,410 AS OF OCTOBER 1, 2020; AND DECLARING AN EFFECTIVE DATE. Motion was seconded by Mr. Miklos and approved unanimously. (Ordinance No. 4808 recorded in Ordinance Book No. 121.)

- 44 An ordinance amending Appendix D - the Comprehensive Fee Schedule of the

Mesquite City Code, as amended, by making certain deletions and additions in Appendix D for fees collected by the City of Mesquite.

Mr. Boroughs moved to approve Ordinance No. 4809, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AMENDING APPENDIX D - THE COMPREHENSIVE FEE SCHEDULE OF THE MESQUITE CITY CODE, AS AMENDED, BY MAKING CERTAIN DELETIONS AND ADDITIONS IN APPENDIX D FOR FEES COLLECTED BY THE CITY OF MESQUITE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; AND PROVIDING AN EFFECTIVE DATE. Motion was seconded by Mr. Aleman and approved unanimously. (Ordinance No. 4809 recorded in Ordinance Book No. 121.)

- 45 An ordinance establishing the classifications and total number of authorized positions in each classification of the Mesquite Fire Department as of October 1, 2020.

Mr. Aleman moved to approve Ordinance No. 4810, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, ESTABLISHING THE CLASSIFICATIONS AND TOTAL NUMBER OF AUTHORIZED POSITIONS IN EACH CLASSIFICATION OF THE MESQUITE FIRE DEPARTMENT AS OF OCTOBER 1, 2020; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. Motion was seconded by Mr. Boroughs and approved unanimously. (Ordinance No. 4810 recorded in Ordinance Book No. 121.)

- 46 An ordinance establishing the classifications and total number of authorized positions in each classification of the Mesquite Police Department effective as of October 1, 2020.

Mr. Green moved to approve Ordinance No. 4811, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS ESTABLISHING THE CLASSIFICATIONS AND TOTAL NUMBER OF AUTHORIZED POSITIONS IN EACH CLASSIFICATION OF THE MESQUITE POLICE DEPARTMENT EFFECTIVE AS OF OCTOBER 1, 2020; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. Motion was seconded by Mr. Smith and approved unanimously. (Ordinance No. 4811 recorded in Ordinance Book No. 121.)

- 47 Consider and act on a proposed ad valorem tax rate for Fiscal Year 2020-2021 and call a public hearing for September 28, 2020, on the proposed Fiscal Year 2020-21 ad valorem tax rate.

Mr. Miklos stated, "I move that, upon proper notice and final adoption after the public hearing is held, property taxes be increased by the adoption of a tax rate for Fiscal Year 2020-2021 of \$0.70862 per \$100 of valuation. The public hearing to consider this rate will be held on September 28, 2020, at 6:00 p.m. The public hearing will be held in Council Chambers at City Hall, 757 North Galloway, Mesquite, Texas." Motion was seconded by Mr. Green and approved unanimously.

A brief recess was taken at 8:31 p.m. The meeting resumed at 8:36 p.m.

PUBLIC HEARINGS

48

Conduct a public hearing and consider a resolution approving the terms and conditions of a program to promote local economic development and stimulate business and commercial activity in the City; authorizing the City Manager to finalize and execute an economic development program agreement (Chapter 380 agreement) for such purposes with 321 Firehouse GP LLC (the owner of the restaurant) and Frank A. Greenhaw (the Landlord of the premises where the restaurant is to be located) for the development of a restaurant in downtown Mesquite at 105 South Broad Street, Mesquite, Texas; and authorizing the City Manager to administer the agreement on behalf of the City.

A public hearing was held to consider a Chapter 380 Agreement with 321 Firehouse GP LLC and Frank A. Greenhaw for the development of a restaurant in downtown Mesquite at 105 South Broad Street, Mesquite, Texas.

Beverly Abell, Downtown Development Manager, stated that the demographic and market gap analysis demonstrates the need for unique and authentic businesses and venues in the Downtown area. The proposed concept provides essential ingredients for a successful Downtown venue. Smith's of Mesquite is a proposed dining and entertainment establishment that will feature a full-service restaurant with indoor and outdoor dining, a bar, patio space, coffee bar, and performance space for live entertainment in the McWhorter-Greenhaw building at 105 South Broad Street. Proposed business owners Jason and Carlee Smith currently own a successful business in Grand Prairie, Fire House Gastro Park. Ms. Abell reviewed the concept plan of the proposed venue. She stated that the ceramic and neon storefront will be preserved. The targeted opening date is February 2021.

Chris Burrow, representing Range Realty Advisors, expressed appreciation to the City Council and City staff for their assistance with the project. Mr. Burrow stated that owners Jason and Carlee Smith want to preserve the building's iconic downtown and music history. The building's landlord, Art Greenhaw, has offered to donate a collection of musical instruments and artifacts as part of the restaurant's décor.

Belinda Allen, 2171 McKenzie Road, spoke in favor of the proposed agreement.

No others appeared regarding the proposed Chapter 380 Agreement.

Mr. Boroughs moved to approve Resolution No. 46-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROGRAM TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (CHAPTER 380 AGREEMENT) FOR SUCH PURPOSES WITH 321 FIREHOUSE GP LLC (THE OWNER OF THE RESTAURANT) AND FRANK A. GREENHAW (THE LANDLORD OF THE PREMISES WHERE THE RESTAURANT IS TO BE LOCATED) FOR THE DEVELOPMENT OF A RESTAURANT IN DOWNTOWN MESQUITE AT 105 SOUTH BROAD STREET, MESQUITE, TEXAS; AND AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY. Motion was seconded by Mr. Smith and approved unanimously. (Resolution No. 46-2020 recorded in Resolution Book No. 60.)

49

Conduct a public hearing for Application No. Z0220-0129, submitted by Huffines Land Holding Partners, LP, for a change of zoning from Agricultural and Planned Development District Ordinance No. 3538 to Planned Development District to allow a master-planned community that would provide development standards and allow mixed uses, residential and commercial uses, located southwest of East Cartwright Road and both northwest and southeast of Faithon P. Lucas Sr., Boulevard.

(Four responses in favor and 16 in opposition to the application have been received from property owners within the statutory notification area. The Planning and Zoning Commission recommends approval.)

A public hearing was held for Application No. Z0220-0129.

Garrett Langford, Manager of Planning and Zoning, stated that the Solterra Development (Solterra) encompasses just under 1,500 acres and is generally located southwest of East Cartwright Road and northwest and southeast of Faithon P. Lucas, Sr., Boulevard. Solterra will contain up to 3,900 single-family homes and allow for a range of residential lots sizes and home types, open spaces and trails plan, tree preservation plan and design standards. Architectural standards will not be included in the zoning but will be addressed in the development agreement. Mr. Langford reviewed the concept plan for Solterra which includes 755 acres for residential development, 603 acres of open space, 56 acres for street right-of-way and 9.4 acres for the amenity center. Mesquite Valley Road will be connected to Cartwright Road. No connection is proposed from the development to Milam Road.

Mr. Langford stated that Solterra includes improvements to Faithon P. Lucas, Sr., Boulevard with a roundabout design element. The amenity center, referred to as "The Center," will be zoned General Retail with uses such as retail, restaurant and recreational uses. Solterra would allow for accessory dwelling units on the larger lots (D3 and D4) with a maximum size of 750 square feet, not rented as a separate unit, and would require an additional off-street parking space. Mr. Langford stated that the developer has removed the single-family rental units from the development. Forty percent of the existing tree canopy will be preserved, one canopy tree will be required every 50 linear feet along arterial and collector streets, one canopy tree for each lot and two canopy trees for each lot larger than 60 feet in width. Solterra will consist of 40 percent open space – 110 acres outside of the floodplain and 485 acres inside of the floodplain. Each dwelling in Solterra will be located within 0.25-mile walking distance of a park or useable open space.

Phillip Huffines, representing Huffines Communities, stated that a master-planned community is a large tract of land that encompasses 1,000-3,000 homes with central amenities such as a golf course or swimming complex. Mr. Huffines reviewed several master-planned communities throughout the Dallas-Fort Worth area that Huffines Communities have constructed.

Thomas Meurer, representing LJA Engineering, stated that Solterra is located near IH-635 and IH-20, with anticipated access points being Cartwright Road and IH-20 to Belt Line Road through Faithon P. Lucas, Sr., Boulevard and is the site of the original Lucas Farm. The Lucas family started Lucas B&B Café in 1911. Mr. Lucas purchased 1,500 acres in Mesquite in 1929 and utilized the property as one of the most successful farms in the area to supply the restaurant. The engineers

studied the land and reviewed how the Lucas family utilized the farm. Some of these same elements will be incorporated into Solterra such as the pecan orchard, cattle pastures, Lucas Lake and heritage oak trees.

Mr. Meurer reviewed the responses received from neighbors and how the developer addressed these concerns as follows: (1) increased rear-yard setback to 20 feet on new homes backing up to existing homes; (2) there will be no vehicular connection to Milam Road from the development; (3) a connection to the Valley Creek neighborhood is required as a secondary access point for fire protection; (4) a flood study has been completed and reviewed by City staff; (5) Traffic Impact Analysis has been completed and reviewed by City staff; (6) Single-Family rental units were removed from the development; (7) there will be no development behind the Hills at Tealwood subdivision; and (8) a variety of lot sizes will be included in the development.

Mr. Meurer reviewed the site concept plan which contains over 560 acres of open space, over 14 miles of trails with connectivity to the regional trail system and crop and cattle operations in open space. Mr. Meurer played a short video of "The Center."

Councilmembers expressed concerns regarding continued maintenance of the amenity center, types of trees, planting trees in the parkway, square footage of homes, parking and traffic issues and sustainability of the crop and cattle operations.

The following persons expressed the following concerns regarding the proposed development: (1) Tom Briscoe, 1977 McKenzie Road, relating to the density of the development; (2) Norma Hennig, 4171 Lawson Road, relating to wildlife being displaced by property development; (3) Belinda Allen, 2171 McKenzie Road, relating to mowing issues and dumping on surrounding properties and the density of homes in the development; (4) Warren Lynch, 4100 Lawson Road, relating to traffic concerns on Lawson Road and wildlife being displaced by property development and (5) Melinda Blair, 3800 Faithon P. Lucas, Sr., Boulevard, relating to traffic concerns on Faithon P. Lucas, Sr., Boulevard, flooding issues, density of the development, setbacks from existing properties, preservation of the existing tree canopy, daycare being allowed in the accessory structures on properties, deviations from the Mesquite Comprehensive Plan and maintenance required by the Homeowners' Association.

Mr. Miklos moved to postpone consideration of Application No. Z0220-0129, with the public hearing remaining open, until the October 5, 2020, City Council meeting to allow time for City staff to work with the developer to address citizen's concerns. Motion was seconded by Mr. Green and approved unanimously.

50

Conduct a public hearing and consider an ordinance for Application No. Z0820-0144, submitted by Rosalinda Guzman on behalf of UTR Homes, LLC, for a change of zoning from Planned Development - General Retail to R-1 Single-Family Residential District to allow a single family home located at 1836 Wilkinson Road.

(No responses in favor or in opposition to the application have been received from property owners within the statutory notification area. The Planning and Zoning Commission recommends approval.)

A public hearing was held for Application No. Z0820-0144.

Jeff Armstrong, Director of Planning and Development Services, stated that in 2017 the City Council approved a zoning change for a proposed development of a grocery store on two tracts of land including the proposed site. The grocery store did not develop. The applicant proposes to demolish the existing home and construct a new home to the standards of the R-1 zoning district. The proposed zoning change conforms to the Mesquite Comprehensive Plan.

No one appeared regarding the proposed application.

Mr. Green moved to approve Application No. 0820-0144, as recommended by the Planning and Zoning Commission, ORDINANCE NO. 4812, AN ORDINANCE AMENDING THE MESQUITE ZONING ORDINANCE BY APPROVING A CHANGE OF ZONING FROM PLANNED DEVELOPMENT – GENERAL RETAIL TO R-1 SINGLE FAMILY RESIDENTIAL ON PROPERTY LOCATED AT 1836 WILKINSON ROAD TO ALLOW A SINGLE FAMILY HOME; REPEALING ALL ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; AND PROVIDING AN EFFECTIVE DATE. Motion was seconded by Mr. Miklos and approved unanimously. (Ordinance No. 4812 recorded in Ordinance Book No. 121.)

51

Conduct a public hearing and consider an ordinance adopting revisions to the City of Mesquite Engineering Design Manual.

A public hearing was held to consider adopting revisions to the City of Mesquite Engineering Design Manual.

Curt Cassidy, Assistant Director of Public Works, stated that there are 10 revisions to the Engineering Design Manual which was originally adopted in May 2019.

No one appeared regarding the revisions to the Engineering Design Manual.

Mr. Green moved to approve Ordinance No. 4813, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, ADOPTING REVISIONS TO THE CITY OF MESQUITE ENGINEERING DESIGN MANUAL; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE NOT TO EXCEED \$2,000.00 FOR A PERSON VIOLATING A PROVISION OF THIS ORDINANCE GOVERNING FIRE SAFETY, ZONING, OR PUBLIC HEALTH AND SANITATION AND A PENALTY NOT TO EXCEED \$500.00 FOR ALL OTHER PROVISIONS; AND DECLARING AN EFFECTIVE DATE. Motion was seconded by Mr. Miklos and approved unanimously. (Ordinance No. 4813 recorded in Ordinance Book No. 121.)

52

Conduct a public hearing and consider a resolution approving the Amended and Restated Chapter 380 Economic Development Program Agreement ("Agreement Three") by and between the City of Mesquite, Texas ("City"), and MMAH Rodeo Land Holdings, LLC ("Company"), authorized by Article III, Section 52-a of the Texas Constitution and Section 380.001 of Chapter 380 of the Texas Local Government Code regarding a new electronic Freeway-Oriented Marquee Sign and authorizing the City Manager to execute said "Agreement Three" for such purposes identified herein.

Mr. Miklos left the meeting.

A public hearing was held to consider approving an amended and restated Chapter 380 Economic Development Program Agreement with MMAH Rodeo Land Holdings regarding a new electronic Freeway-Oriented Marquee Sign.

Ted Chinn, Assistant City Manager, stated that this item is an amendment to an existing Chapter 380 Agreement with the prior owner of the Mesquite Rodeo, Camelot Sports and Entertainment. The Rodeo purchased and installed an electronic marquee sign in 2012 and the City reimbursed the Rodeo \$883,920.67 for the sign. In exchange for implementing the sign project, the City would receive a share of the gross revenues from advertising on the sign at a rate of 10 percent for the first \$100,000.00 in gross revenues and then 25 percent of gross revenues above \$100,000.00. Advertising opportunities are limited to businesses within the Rodeo City Tax Increment Reinvestment Zone; therefore, the City has only received \$10,639.00 of its share of revenue under the existing Chapter 380 Agreement. Sponsorships are currently not defined as gross revenues in the contract.

Mr. Chinn stated that on October 20, 2017, the Rodeo was acquired by the current owner and developer of Iron Horse and the Chapter 380 Agreement was assigned to their affiliate MMAH Rodeo Land Holdings, LLC. The proposed agreement would allow the replacement of the existing electronic marquee sign that fronts IH-635 with a new Freeway-Oriented Marquee Sign (Sign) utilizing electronic video screens and will allow MMAH Rodeo Land Holdings to transfer ownership of the Sign to OUTFRONT Media, Inc., while enhancing the City's potential share of sign advertising and lease revenues. The Sign will allow for better programming of content and greater opportunities of advertising for both on-premise and off-premise events, items, products, services and uses through a professional sign company. The Sign would have a unique Mesquite design and would be aesthetically more attractive than typical freeway signage.

Mr. Chinn stated that sponsorships would be included in the definition of gross revenues and the City would continue to share in OUTFRONT's revenues at a rate of 17.5 percent of gross advertising revenues, including any lease revenue that the Rodeo may receive from OUTFRONT. The expanded advertising opportunities would allow the city to recover the remaining balance of \$873,281.25 much quicker, and the City would also receive 75 percent of any other OUTFRONT revenues associated with the sign or the land where the sign is located.

Mr. Chinn stated that the proposed Agreement will not terminate until the City receives the remaining balance of \$873,281.25, and should there be any remaining balance due on March 1, 2041, that balance would be immediately paid in a lump sum to the City. The City and Mesquite Convention Center would continue to receive free advertising of events on the ninth advertising spot in a nine-slot advertising cycle (a typical ad lasts approximately eight seconds before the next ad rotates).

No one appeared regarding the amended Chapter 380 agreement.

Mr. Green moved to approve Resolution No. 47-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT ("AGREEMENT THREE") BY AND BETWEEN THE CITY OF MESQUITE, TEXAS ("CITY"), AND MMAH RODEO LAND HOLDINGS, LLC ("COMPANY"),

AUTHORIZED BY ARTICLE III, SECTION 52-A OF THE TEXAS CONSTITUTION AND SECTION 380.001 OF CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE REGARDING A NEW ELECTRONIC FREEWAY-ORIENTED MARQUEE SIGN; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID "AGREEMENT THREE" FOR SUCH PURPOSES IDENTIFIED HEREIN. Motion was seconded by Ms. Wisdom. On call for a vote on the motion, the following votes were cast:

Ayes: Green, Wisdom, Archer, Boroughs, Smith, Aleman

Nays: None

Abstentions: Miklos

Motion carried. (Resolution No. 47-2020 recorded in Resolution Book No. 60.)

53

An ordinance amending Chapter 13 of the City Code, as previously amended, by making certain additions and deletions under Sections 13-1, 13-5, 13-72, and 13-73 thereby updating certain regulations on signs and adding regulations for "Freeway-Oriented Marquee Signs."

Mr. Miklos entered the meeting.

Jeff Armstrong, Director of Planning and Development Services, reviewed the proposed amendments to the freeway-oriented marquee sign ordinance.

Mr. Green moved to approve Ordinance No. 4814, AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AMENDING CHAPTER 13 OF THE MESQUITE CITY CODE, AS PREVIOUSLY AMENDED, BY MAKING CERTAIN ADDITIONS AND DELETIONS UNDER SECTIONS 13-1, 13-5, 13-72, AND 13-73 THEREBY UPDATING CERTAIN REGULATIONS ON SIGNS AND ADDING REGULATIONS FOR "FREEWAY-ORIENTED MARQUEE SIGNS"; PROVIDING A REPEALING CLAUSE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE. Motion was seconded by Mr. Aleman and approved unanimously. (Ordinance No. 4814 recorded in Ordinance Book No. 121.)

EXECUTIVE SESSION - EXECUTIVE CONFERENCE ROOM - 11:37 P.M.

Mayor Archer announced that the City Council would meet in Executive Session pursuant to Section 551.072 of the Texas Government Code to discuss the purchase, exchange, lease or value of real property (Item No. 54 – Discuss the purchase of property on SH 352 at Carver Street); whereupon, the City Council proceeded to meet in the Council Conference Room. After the closed meeting ended at 11:40 p.m., the City Council reconvened in Open Session.

No executive action was necessary.

EXECUTIVE SESSION - EXECUTIVE CONFERENCE ROOM - 11:40 P.M.

Mayor Archer announced that the City Council would meet in Executive Session pursuant to Section 551.071 of the Texas Government Code to conduct a private consultation with its attorney related to pending or contemplated litigation; a settlement offer; and issues in which there exists a duty of the City Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas (Petition of the Cities of Garland, Mesquite, Plano, and Richardson appealing 2017 wholesale rates implemented by the North Texas Municipal Water District, PUC Docket No. 46662 – Filed 12-14-16; Petition of the Cities of Garland, Mesquite, Plano and Richardson appealing 2018 Wholesale Water Rates implemented by North Texas Municipal Water District, PUC Docket No. 47863 [Appealing Wholesale Water Rates for 2018] Filed 12-15-17); whereupon, the City Council proceeded to meet in the Executive Conference Room. After the closed meeting ended at 11:46 p.m., the City Council reconvened in Open Session.

Executive action resulting from the closed session was taken later in the meeting.

EXECUTIVE ACTION RESULTING FROM EXECUTIVE SESSION AT 11:40 P.M.

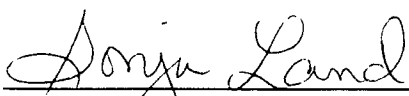
Mr. Miklos moved to authorize the City Manager to finalize and execute a settlement agreement, other ancillary agreements, and any matters related thereto regarding North Texas Municipal Water District Appeal, PUC Docket No. 46662, SOAH Docket No. 473-17-4964, and related appeals. Motion was seconded by Mr. Green and approved unanimously.

ADJOURNMENT

Mr. Aleman moved to adjourn the meeting. Motion was seconded by Mr. Smith and approved unanimously. The meeting adjourned at 11:49 p.m.

Attest:

Approved:



Sonja Land, City Secretary



Bruce Archer, Mayor

Attachment E

Markout WSC's Tariff

MARKOUT WATER



SUPPLY CORP.

P.O. Box 907
Forney, TX 75126

www.markoutwsc.com

Phone: (972) 564-1250

Fax: (972) 552-2777

November 24, 2020

Public Utility Commission of Texas
Central Records
1701 N. Congress, Suite 8-100
Austin, TX 78701

RE: Tariff No. 43843 – Information Tariff Filing of Markout Water Supply Corporation

Pursuant to the Public Utility Commission's Water and Sewer Substantive Rules in Chapter 24, Subchapter B, attached is a complete copy of our Tariff which was recently revised and adopted by our Board of Directors. Our rate schedule, which also changed, is incorporated into Section G. Please replace our Tariff on file with this one.

Also attached is a copy of our notice to customers with the old rate sheet and the new rate sheet.

Should you have any questions, please contact me at (972) 564-1250.

Sincerely,

MARKOUT WATER SUPPLY CORPORATION

Denise L. Spurgin, ACS
General Manager
DLS/dls

Attachment: One Hard Copy of Tariff Section G
Notice to Customers of Fee Changes



SUPPLY CORP.

P.O. Box 907
Forney, TX 75126

www.markoutwsc.com

Phone: (972) 564-1250

Fax: (972) 552-2777

*Notice included
with October invoices
mailed 10/21/2020*

DATE: October 19, 2020
TO: All Members of Markout Water Supply Corporation
FROM: Denise Spurgin, General Manager
SUBJECT: Result of Merger Vote and Fee Changes

This afternoon, the independent election judge announced that the membership vote to merge Markout WSC with and into the City of Mesquite **passed**. A total of 478 votes were received which required a 2/3 majority of 319 "yes" votes for this measure to pass. 408 members voted "yes" with 70 members voting "no". The Board of Directors and I want to thank you for the interest of our members in their water provider.

Even though the City of Mesquite will become your new water provider, you won't see any changes in our procedures for several months. The City of Mesquite will file the documentation necessary for the Public Utility Commission to approve this merger and we expect this step to take about four months. Your invoices will look the same and are due on the 15th of each month. Our drop box at the Markout office will continue to be available for you to drop payments and the credit card payment process will remain the same. Inframark, LLC will continue doing our field work until further notice.

Attached is an updated rate sheet. The price of water is not changing at this time; however, some fees have increased.

Please contact us at (972) 564-1250 Monday – Thursday 8:00am-5:30 pm if you have any questions.

SECTION G – RATE SCHEDULE
MARKOUT WATER SUPPLY CORPORATION
Effective 09/14/2020

Office Hours: Monday – Thursday 8:00 a.m. – 5 30 p.m.
Mailing Address: PO Box 907, Forney, TX 75126
Office Address: 10371 Walnut Lane, Forney (do not use this address for mail)
Phone: (972) 564-1250
Fax: (972) 552-2777
Web: www.markoutwsc.com

WATER RATES*

ADDITIONAL USAGE (per 1,000 gal)*:

Minimum/Base Rate*:	
Standard 5/8x3/4" Meter	\$45.20 per month with 3,000 gallons
Standard 1" Meter	67.80 per month with 3,000 gallons
Non-Standard 1" Meter	113.00 per month with -0- gallons
Non-Standard 1½" Meter	226.00 per month with -0- gallons

*does not include TCEQ Regulatory Fee of .005%

3,001 – 20,000 gallons:	\$7.25
20,001 – 40,000 gallons:	\$8.25
40,001 – and up:	\$9.25

CAREFLITE AMBULANCE SERVICE

A fee of \$1.00 is added each billing period for the CareFlite Ambulance Service. Any member who wishes to opt out of this service must come to the office during regular business hours and sign a form to discontinue this service.

MEMBERSHIP TRANSFER - \$50.00 - Sale of property requires a membership transfer along with a copy of the deed to the property. To transfer service, the account must be paid in full, the transfer fee paid, and the seller and buyer must execute a transfer form to transfer the membership. It is the responsibility of the seller and buyer to contact the office to transfer service to prevent an interruption in service. If seller does not comply, the Corporation has the right to discontinue services to the property, disconnect service and liquidate the membership fee.

FEES FOR SERVICE:

Administrative Fee	\$50.00 (includes disconnect/reconnect fee)
After Hours/Extended Hours Fee	\$50.00/employee/hour
Alternate Billing Fee	\$50.00
Copies (per page) (Members)	\$1.00 Governmental Officials – no charge
Customer History Report Fee	\$5.00
Customer Service Inspection	\$60.00
Equity Buy-in Fee	\$2,620.15
Faxes (per page)	\$1.00
Graph/Data Log Fee	1 free per 60 months/\$60.00 each additional
Late Fee	\$20.00
Membership Fee	\$250.00
Membership Transfer Fee	\$50.00
Meter Replacement Fee	\$250.00 minimum (depends on meter size)
Meter Set Fee – Non-Standard (includes tap fee)	\$850.00
Meter Set Fee – Standard (for existing tap)	\$300.00
Meter Tampering Fee	\$100.00 plus damages
Meter Test Fee	\$120.00
Reserve Monthly Service Fee (for each undeveloped lot)	\$10.00
Returned Payment Fee	\$45.00
Road Bore and/or Road Crossing (estimated minimum)	\$1,800.00
Service Investigation Fee Less than 3 = \$1,500.00 More than 3 connections = \$2,500.00	
Service Trip Fee	\$60.00
Temporary Service Fee Deposit	\$100.00
Temporary Service Reconnect & Disconnect Fee	\$50.00

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SECTION G – RATE SCHEDULE (Continued)
MARKOUT WATER SUPPLY CORPORATION

BILLING PROCEDURES

The meters are read on or around the 15th day of each month. The bills are mailed on or around the 26th day of each month for the previous period usage. The bills are due upon receipt and are past due at the close of business on the 15th day of the following month. Payment must be received by Markout or postmarked by the US Postal Service by the close of business on the 15th. Payments received or postmarked after the 15th day of the month will be assessed a late charge. If payment is not received by the 16th day of the month, a Disconnect Notice will be sent. IF PAYMENT IS NOT RECEIVED BY THE DUE DATE ON THE DISCONNECT NOTICE, SERVICE WILL BE DISCONNECTED. US POSTAL POSTMARK DOES NOT APPLY TO RECEIPT OF PAYMENT FOR DISCONNECTS. An Administrative Fee will be assessed to any account that is not paid in full by 5:30pm the business day prior to disconnect day. To reconnect water service, the account balance including all fees must be paid in full. No service will be reconnected after business hours.

RESIDENTS LIVING WITHIN THE FORNEY CITY LIMITS HAVE THESE ADDITIONAL PASS-THROUGH FEES:

The City of Forney has entered into an agreement with Markout WSC to collect for wastewater services and solid waste disposal. Any questions about these services should be addressed to the City of Forney Utility Billing Department.*

<u>City of Forney Sewer & Sanitation Rates</u>	Effective 10/01/2020*	
Sewer Connection Fee (monthly)	\$16.00	
Sewer Usage	\$31.94**	
Sanitation (trash collection including recycle)	\$12.75	Sr. Citizen \$11.53
Sanitation Sales Tax	8.25%	

*See City of Forney website at www.cityofforney.org for more information or call (972) 564-7304.

**After one winter, the minimum sewer rate will be \$24.83 (\$20.04 for Senior Citizens). The minimum rate applies to water usage of zero to 2,000 gallons. Otherwise, the volume charge will be \$7.67 per 1,000 gallons plus a base rate of \$10.54 (\$7.03 per 1,000 gallons plus a base rate of \$9.75 for Senior Citizens). These volume rates are based on the individual customer's average monthly water used during the preceding winter months of December, January and February (no minimum gallons included). Spring billing will show the adjusted sewer rate and this rate will be effective until the next Spring billing when sewer rate is re-calculated on the previous winter months' water usage unless otherwise directed by Forney.

TO REPORT A LEAK, CALL THE OFFICE AT 972-564-1250

Service Interruption updates can be found on our website: www.markoutwsc.com

* Old Rates *

Section G

**SECTION G – RATE SCHEDULE
MARKOUT WATER SUPPLY CORPORATION
Effective 12/1/2019**

Office Hours: Monday – Thursday 8:00 a.m. – 5:30 p.m.
Mailing Address: PO Box 907, Forney, TX 75126
Office Address: 10371 Walnut Lane, Forney (do not use this address for mail)
Phone: (972) 564-1250
Fax: (972) 552-2777
Web: www.markoutwsc.com

WATER RATES*

ADDITIONAL USAGE (per 1,000 gal)*:

	Minimum/Base Rate*:	
Standard 5/8x3/4" Meter	\$45.20 per month with 3,000 gallons	3,001 – 20,000 gallons: \$7.25
Standard 1" Meter	67.80 per month with 3,000 gallons	20,001 – 40,000 gallons: \$8.25
Non-Standard 1" Meter	113.00 per month with -0- gallons	40,001 – and up: \$9.25
Non-Standard 1½" Meter	226.00 per month with -0- gallons	

*does not include TCEQ Regulatory Fee of .005%

CAREFLITE AMBULANCE SERVICE

A fee of \$1.00 is added each billing period for the CareFlite Ambulance Service. Any member who wishes to opt out of this service must come to the office during regular business hours and sign a form to discontinue this service.

MEMBERSHIP TRANSFER - \$50.00 - Sale of property requires a membership transfer along with a copy of the deed to the property. To transfer service, the account must be paid in full, the transfer fee paid, and the seller and buyer must execute a transfer form to transfer the membership. It is the responsibility of the seller and buyer to contact the office to transfer service to prevent an interruption in service. If seller does not comply, the Corporation has the right to discontinue services to the property, disconnect service and liquidate the membership fee.

FEES FOR SERVICE:

Administrative Fee	\$50.00	(includes disconnect/reconnect fee)
After Hours/Extended Hours Fee	\$50.00/employee/hour	
Alternate Billing Fee	\$40.00	
Copies (per page) (Members)	\$1.00	Governmental Officials – no charge
Customer History Report Fee	\$5.00	
Customer Service Inspection	\$60.00	
Equity Buy-in Fee	\$2,620.15	
Faxes (per page)	\$1.00	
Graph/Data Log Fee	1 free per 60 months/\$65.00 each additional	
Late Fee	\$20.00	
Membership Fee	\$250.00	
Membership Transfer Fee	\$50.00	
Meter Replacement Fee	\$250.00	minimum (depends on meter size)
Meter Set Fee – Non-Standard (includes tap fee)	\$650.00	
Meter Set Fee – Standard (for existing tap)	\$250.00	
Meter Tampering Fee	\$100.00	plus damages
Meter Test Fee	\$120.00	
Returned Payment Fee	\$45.00	
Road Bore and/or Road Crossing (estimated minimum)	\$1,800.00	
Service Investigation Fee Less than 3 = \$1,500.00 More than 3 connections = \$2,500.00		
Service Trip Fee	\$50.00	
Temporary Service Fee Deposit	\$100.00	
Temporary Service Reconnect & Disconnect Fee	\$50.00	

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SECTION G – RATE SCHEDULE (Continued)
MARKOUT WATER SUPPLY CORPORATION

BILLING PROCEDURES

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RESIDENTS LIVING WITHIN THE FORNEY CITY LIMITS HAVE THESE ADDITIONAL PASS-THROUGH FEES:

The City of Forney has entered into an agreement with Markout WSC to collect for wastewater services and solid waste disposal. Any questions about these services should be addressed to the City of Forney Utility Billing Department.*

<u>City of Forney Sewer & Sanitation Rates</u>	Effective 10/01/2019*	
Sewer Connection Fee (monthly)	\$16.00	
Sewer Usage – New Customer	\$29.04**	
Sanitation (trash collection including recycle)	\$12.14	Sr. Citizen \$10.98
Sanitation Sales Tax	8.25%	

*See City of Forney website at www.cityofforney.org for more information or call (972) 564-7304.

**After one winter, the minimum sewer rate will be \$22.57 (\$18.22 for Senior Citizens). The minimum rate applies to water usage of zero to 2,000 gallons. Otherwise, the volume charge will be \$6.97 per 1,000 gallons plus a base rate of \$9.58 (\$6.39 per 1,000 gallons plus a base rate of \$8.86 for Senior Citizens). These volume rates are based on the individual customer's average monthly water used during the preceding winter months of December, January and February (no minimum gallons included). Spring billing will show the adjusted sewer rate and this rate will be effective until the next Spring billing when sewer rate is re-calculated on the previous winter months' water usage unless otherwise directed by Forney.

TO REPORT A LEAK, CALL THE OFFICE AT 972-564-1250

Service Interruption updates can be found on our website: www.markoutwsc.com

TARIFF

Public Utility Commission Tariff No. 43843

MARKOUT Water Supply Corporation

PO Box 907
Forney, TX 75126
Office 972.564.1250
Fax 972.552.2777

www.markoutwsc.com

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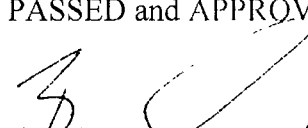
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SECTION A. RESOLUTIONS

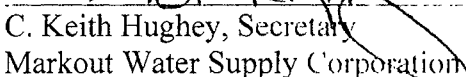
THE BOARD OF DIRECTORS OF MARKOUT WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of the Markout Water Supply Corporation, serving in Kaufman County consisting of Sections A through K, is adopted and enacted as the current regulations and policies effective as of September 14, 2020.
2. Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The adoption or revision of this Tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation. The Manager of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been revised in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 14th day of September, 2020.


 Brian Andrews, President
 Markout Water Supply Corporation




 C. Keith Hughey, Secretary
 Markout Water Supply Corporation



SECTION B. STATEMENTS

1. **Organization.** The Markout Water Supply Corporation (“Corporation” or “WSC”) is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member-owned member-controlled non-profit corporations for the purpose of furnishing potable water and or sewer utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
2. **Non-Discrimination Policy.** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.
3. **Policy and Rule Application.** These policies, rules, and regulations apply to the water and sewer services provided by the Corporation. Failure on the part of the Member, Customer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
4. **Corporation Bylaws.** The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation’s office.
5. **Fire Protection Responsibility.** The Corporation does not provide nor imply that fire protection is available throughout the distribution system, except where expressly required by municipal ordinance or agreed to by Markout WSC. All hydrants or flush valves are for the operation and maintenance of the system and may be used by authorized fire departments in accordance with a contract with the Corporation to supply water for use in fire suppression. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
6. **Damage Liability.** The Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limit of liability of the Corporation is the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.
7. **Information Disclosure.** The records of the Corporation shall be kept in the Corporation office in Forney, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation.** An individual customer may request in writing that their address, telephone number, and account records be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee’s duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each

member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members. The Corporation shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

8. ***Customer Notice Provisions.*** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
9. ***Grievance Procedures.*** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
 - a. By presentation of concerns to the Corporation's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
 - b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
 - c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
 - d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.
10. ***Customer Service Inspections.*** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j)) (Sec Tariff Section G. 4.)
11. ***Submetering Responsibility.*** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution or sewer collection system provided the Master Metered Account customer complies with the Public Utility Commission, Chapter 24, Subchapter H rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Public Utility Commission.

NOTE: The system should check with the Master Metered Account Customer to:

- See if they have registered with the PUC, (Texas Water Code Chapter 13 Subchapter M.)
- See that they do not charge their tenants more than the total amount of charges billed. If the aggregate bill is greater than the Corporation's charge, the Master Metered Account Customer is considered by the PUC to be a separate Public Water System and will be required to comply with all PUC regulations.
- Protect the System's CCN. Should the Master Metered Account Customer continue to violate these or other State regulations, the Corporation will need to request a Cease and Desist Order from the PUC. (Texas Water Code Section 13.252 and 16 TAC Section 24.118)

12. ***Plumbing Code Policy.*** The Corporation's board has approved the International Plumbing Code 2018 Edition for all residential and commercial plumbing facilities. (30 TAC Chapter 290)

13. ***Prohibition Against Resell of Water.*** The meter and/or sewer connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

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SECTION C. DEFINITIONS

Active Service – The status of any Member receiving authorized service under the provisions of this Tariff.

Active Connection – Water or sewer connections currently being used to provide retail water or sewer service, or wholesale service.

Applicant – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Markout Water Supply Corporation. A person must have reached age of majority (18) in Texas to apply for service. (Section 129.001, Civil Practice & Remedies Code)

Base Rate – The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Base Rate is a fixed rate based upon the meter size as set forth in the equivalency chart in Section G.

Board of Directors – The governing body elected by the Members of the Markout Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)

Bylaws – The rules pertaining to the governing of the Markout Water Supply Corporation adopted by the Corporation Members. (Section 22.001(2), Texas Business Organizations Code)

Certificate of Convenience and Necessity (CCN) – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Markout Water Supply Corporation to provide water and/or sewer utility service within a defined territory. Markout Water Supply Corporation has been issued Certificate Number 10846. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map)

Corporation – The Markout Water Supply Corporation. (Section B. 1 of this Tariff)

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than two (2) water or sewer service connections on a single contiguous tract of land [as defined in Section 13.2502 (e)(1) of the Texas Water Code].

Disconnection of Service – The discontinuance of water or sewer service by the Corporation to a Member/Customer.

Easement – A private perpetual dedicated right-of-way for the installation of water and or sewer pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable) for both service to an Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. (See Sample Application Packet, and sample Right of Way Easement Forms) The easement will be filed in the real property records of the appropriate county or counties.

Equity Buy-In Fee – Each Applicant for new service where a new service tap is necessary shall be

required to achieve parity with the contributions to the construction or acquisition of the Corporations assets related to capacity that have been made previously by existing Members. This fee shall be assessed prior to providing (or reserving service for non-standard service applicants) on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (Tariff Section G. 7.)

Final Plat – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water/sewer easements, and location(s) of lakes, streams, or rivers through the property. The Markout Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section F, the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

Hazardous Condition – A condition that jeopardizes the health and welfare of the Members/Consumers of the Corporation as determined by the Corporation or regulatory authority.

Inactive Connection – Water or wastewater connections tapped to the applicant's utility and that are not currently receiving service from the utility.

Indication of Interest Fee – A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service. (Tariff Section E. 10 b., and Sample Application Packet - USDA RUS-TX Bulletin 1780-9 (Rev. 01/09))

Installation Fee – A fee charged for all costs necessary for installation of the type of service requested. (See Section G)

Liquidated Membership – A Membership that has been canceled due to delinquent charges or for other reasons as specified in this Tariff.

Member – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation and who is a record owner of fee simple title to the property in an area served by the water supply or sewer service corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water or sewer utility service from the corporation. The member shall be qualified for service and been certified as a member in accordance with the Corporation's Tariff. (Texas Water Code Section 13.002(11), Texas Water Code Section 67.016(d))

Membership – A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a Member's interest in the Corporation. (See Tariff Section E. 19 and Texas Business Organizations Code Sections 22.151(c))

Membership Fee – A fee qualified as such under the terms of the Tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee shall be refundable upon termination of service and surrendering the Membership by a written request to the Manager of the Corporation within ten (10) days of closing the sale of the property. The membership fee cannot be more than 12 times the minimum monthly base rate. (16 TAC Section 24.3(26) Definitions,

Texas Water Code Section 13.043(g))

Meter Test Fee – A fee assessed by the Corporation upon written request of the Member for testing the accuracy of the meter.

Public Utility Commission (PUC) – State regulatory agency having jurisdiction over water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Non-Profit Water and Sewer Service Corporations

Proof of Ownership – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed, or other recorded documentation. (see Texas Property Code, Title 3, Chapter 12, Sections 12.001 and 12.0011)

Rural Utilities Service (RUS) – An agency of the United States Department of Agriculture Rural Development Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people.

Renter – A consumer who rents or leases property from a Member or who may otherwise be termed a tenant. (See Tariff Section E. 18.)

Re-Service – Providing service to an Applicant at a location for which service previously existed and where there is an existing setting for a meter. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing. (See Tariff Section E. 1. b., and Section J Miscellaneous – Request for Service Discontinuation and Membership Cancellation)

Seasonal Disconnect Request – A written request from the Member to suspend service for a period of time not exceeding nine months within a twelve-month period. If service is not reestablished after the ninth month, then service will be in accordance with the re-service requirements in Section E.

Seasonal Reconnect Fee – The fee charged for resumption of service at a location where the member has voluntarily suspended service, in a written request, for a period of time not exceeding nine months within a twelve-month period. The fee is based on the total months for which service is suspended multiplied by the amount of the monthly minimum fee the Corporation charges active customers.

Service Application and Agreement – A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17) or Non-Standard Service Contract)

Service Availability Charge – (Also known as “minimum monthly charge”, “minimum”, or the “base rate”.) The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Service Availability Charge is a fixed rate based upon the meter, service size, or equivalent dwelling unit(s).

Service Investigation Fee – A fee for costs associated with determining if service is available and determining cost of service. (See Tariff Sections F.3.c., F.4., and G. 26.)

Service Trip Fee – A fee charged for any service call or trip to the member’s tap as a result of a request

by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service, or for the purpose of disconnecting or collecting payment for services.

Service Unit – The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter. Sewer facilities are designed and rates are based on the basis of population served or demand. (See Tariff Section G. 7. And G. 14.)

Subdivide – To divide the surface area of land into lots or tracts intended primarily for residential use. (Texas Local Government Code)

Subdivider – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (See also Texas Local Government Code Section 212.012(i)(2) & 232.021(12) Definitions)

Subdivision – An area of land that has been subdivided into lots or tracts. (Local Government Code Section 232.021(13) Definitions)

Tap Fee – All current labor and materials necessary to provide individual metered water or wastewater service.

Tariff – The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board-approved Tariff is on file at the Corporation office and as required by law at the State office of the PUC.

Temporary Service – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in Tariff Sections E. 25, E. 26, E. 27, and E. 28. are met. Applicant must have paid an Indication of Interest Fee.

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction over drinking water, water supply and water quality issues for Non-Profit Water and Sewer Service Corporations.

Transfer Fee – A fee assessed by the Corporation for costs associated with transferring membership.

Transferee – An Applicant receiving a Markout WSC Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E. 9 c., G. 28., and Texas Water Code Section 67.016)

Transferor – A Member who transfers Membership by legal means to another person or entity desiring to qualify for service at a property for which the Membership is currently issued or to the Corporation. (Texas Water Code, Section 67.016)

Usage – Amount billed for water or sewer service based on actual or estimated usage.

- Actual Usage – Amount billed or to be collected based on actual meter reading.

- Estimated Usage – Amount billed or to be collected based on either the member's historical three-month average usage for the prior months or for the same month of the prior year where data is available. (See Section E; See also PUC Rules 16 TAC §24.87(i) regarding estimated bills.)

Water Conservation Penalty – A penalty that may be assessed under Section H of this Tariff to enforce customer / member water conservation practices during drought contingency or emergency water demand circumstances. (Texas Water Code Section 67.011 (b)).

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SECTION D. GEOGRAPHIC AREA SERVED

A copy of the Public Utility Commission's official service map(s) will serve as documentation in the event of future disputes over service areas.

CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under Texas Water Code
and Public Utility Commission Substantive Rules

Certificate No. 10846

I. Certificate Holder:

Name: Markout Water Supply Corporation
Address: 10371 Walnut Lane
PO Box 907
Forney, Texas 75126

II. General Description and Location of Service Area:

The Markout WSC, situated in North Central Kaufman County, is comprised of three tracts and serves an area more particularly described by meets and bounds as follows:

Area A:

[Being a metes and bounds description of the Certificate of Convenience and Necessity (CCN) of Markout WSC in the Abstract Surveys Wilkason, D. A-566; Nail, A. A-355; Musick, M. A-312; Ramsey, J.S. A-414;

Gregg, J. A-171; Wicker, H. A-593; Holford, J.H. A-237; Herd, V. A-235; S.A.&M.G. R.R. Co. A-520; Woolridge, S. A-594;

Mason, G.B. A-353; Jones, F. A-261; Wicker, H. A-234; Ritter, T.W. A-434; Robertson, J.C. A-441, within Kaufman County, Texas

Begin 100.42' North, 25.91' West of eastern corner of McQueen, Faye property (Parcel ID: 10391)];

THENCE (1) South 16°28'21" West, 5,828.73 feet to a point;
THENCE (2) South 16°28'21" West, 216.76 feet to a point;
THENCE (3) South 16°28'21" West, 2,452.26 feet to a point of non-tangency;
THENCE (4) North 46°43'51" West, 3,532.09 feet to a point of non-tangency;
THENCE (5) South 41°38'58" West, 881.69 feet to a point of non-tangency;
THENCE (6) North 52°16'09" West, 168.23 feet to a point of non-tangency;
THENCE (7) North 22°23'21" West, 159.63 feet to a point of non-tangency;
THENCE (8) North 28°49'49" West, 198.21 feet to a point of non-tangency;
THENCE (9) North 22°19'22" West, 366.02 feet to a point of non-tangency;
THENCE (10) North 12°31'28" West, 324.92 feet to a point of non-tangency;
THENCE (11) North 6°24'34" West, 543.15 feet to a point of non-tangency;

THENCE (12) North 6°20'43" West, 90.32 feet to a point of non-tangency;
 THENCE (13) North 1°11'40" West, 68.41 feet to a point of non-tangency;
 THENCE (14) South 60°05'21" East, 54.29 feet to a point of non-tangency;
 THENCE (15) North 9°38'16" East, 49.97 feet to a point of non-tangency;
 THENCE (16) North 1°32'06" East, 255.54 feet to a point of non-tangency;
 THENCE (17) North 4°34'36" West, 270.21 feet to a point of non-tangency;
 THENCE (18) North 40°15'23" West, 91.77 feet to a point of non-tangency;
 THENCE (19) North 56°54'26" West, 147.99 feet to a point of non-tangency;
 THENCE (20) North 55°25'46" West, 189.87 feet to a point of non-tangency;
 THENCE (21) North 45°01'18" West, 167.67 feet to a point of non-tangency;
 THENCE (22) North 31°26'54" West, 113.66 feet to a point of non-tangency;
 THENCE (23) North 63°27'05" West, 48.20 feet to a point of non-tangency;
 THENCE (24) North 73°05'05" West, 129.61 feet to a point of non-tangency;
 THENCE (25) North 58°05'26" West, 72.07 feet to a point of non-tangency;
 THENCE (26) North 58°12'36" West, 16.00 feet to a point of non-tangency;
 THENCE (27) North 58°08'43" West, 16.00 feet to a point of non-tangency;
 THENCE (28) North 59°04'30" West, 16.02 feet to a point of non-tangency;
 THENCE (29) North 60°18'54" West, 16.06 feet to a point of non-tangency;
 THENCE (30) North 61°10'22" West, 16.09 feet to a point of non-tangency;
 THENCE (31) North 61°38'55" West, 16.11 feet to a point of non-tangency;
 THENCE (32) North 61°45'01" West, 16.11 feet to a point of non-tangency;
 THENCE (33) North 61°28'36" West, 16.09 feet to a point of non-tangency;
 THENCE (34) North 60°49'20" West, 16.06 feet to a point of non-tangency;
 THENCE (35) North 59°47'21" West, 16.01 feet to a point of non-tangency;
 THENCE (36) North 58°21'54" West, 15.96 feet to a point of non-tangency;
 THENCE (37) North 56°33'00" West, 15.91 feet to a point of non-tangency;
 THENCE (38) North 54°20'15" West, 15.87 feet to a point of non-tangency;
 THENCE (39) North 51°48'07" West, 15.86 feet to a point of non-tangency;
 THENCE (40) North 49°39'04" West, 15.89 feet to a point of non-tangency;
 THENCE (41) North 47°48'06" West, 15.93 feet to a point of non-tangency;
 THENCE (42) North 46°09'37" West, 15.98 feet to a point of non-tangency;
 THENCE (43) North 44°43'05" West, 16.03 feet to a point of non-tangency;
 THENCE (44) North 43°28'42" West, 16.07 feet to a point of non-tangency;
 THENCE (45) North 42°26'01" West, 16.09 feet to a point of non-tangency;
 THENCE (46) North 41°34'45" West, 16.11 feet to a point of non-tangency;
 THENCE (47) North 40°54'54" West, 16.11 feet to a point of non-tangency;
 THENCE (48) North 40°26'14" West, 16.10 feet to a point of non-tangency;
 THENCE (49) North 40°08'45" West, 16.06 feet to a point of non-tangency;
 THENCE (50) North 40°02'13" West, 16.01 feet to a point of non-tangency;
 THENCE (51) North 39°40'22" West, 15.98 feet to a point of non-tangency;
 THENCE (52) North 38°59'31" West, 15.98 feet to a point of non-tangency;
 THENCE (53) North 38°23'36" West, 15.99 feet to a point of non-tangency;
 THENCE (54) North 37°52'47" West, 15.99 feet to a point of non-tangency;
 THENCE (55) North 37°26'48" West, 16.00 feet to a point of non-tangency;
 THENCE (56) North 37°05'57" West, 16.00 feet to a point of non-tangency;
 THENCE (57) North 36°49'55" West, 16.01 feet to a point of non-tangency;
 THENCE (58) North 36°39'01" West, 16.01 feet to a point of non-tangency;
 THENCE (59) North 36°32'56" West, 16.01 feet to a point;
 THENCE (60) North 36°31'57" West, 16.01 feet to a point of non-tangency;

THENCE (61) North 36°35'42" West, 16.02 feet to a point of non-tangency;
 THENCE (62) North 36°44'43" West, 16.01 feet to a point of non-tangency;
 THENCE (63) North 36°58'22" West, 16.01 feet to a point of non-tangency;
 THENCE (64) North 37°17'06" West, 16.01 feet to a point of non-tangency;
 THENCE (65) North 37°40'56" West, 16.00 feet to a point of non-tangency;
 THENCE (66) North 38°09'34" West, 16.00 feet to a point of non-tangency;
 THENCE (67) North 38°43'54" West, 16.00 feet to a point of non-tangency;
 THENCE (68) North 39°16'59" West, 16.00 feet to a point of non-tangency;
 THENCE (69) North 39°44'00" West, 16.00 feet to a point of non-tangency;
 THENCE (70) North 40°04'47" West, 16.01 feet to a point of non-tangency;
 THENCE (71) North 40°19'28" West, 16.01 feet to a point of non-tangency;
 THENCE (72) North 40°28'05" West, 16.01 feet to a point;
 THENCE (73) North 40°30'24" West, 16.01 feet to a point of non-tangency;
 THENCE (74) North 40°26'52" West, 16.01 feet to a point of non-tangency;
 THENCE (75) North 40°16'55" West, 16.01 feet to a point of non-tangency;
 THENCE (76) North 40°00'52" West, 16.00 feet to a point of non-tangency;
 THENCE (77) North 39°38'50" West, 16.00 feet to a point of non-tangency;
 THENCE (78) North 39°10'26" West, 15.99 feet to a point of non-tangency;
 THENCE (79) North 38°36'00" West, 15.99 feet to a point of non-tangency;
 THENCE (80) North 37°55'28" West, 15.99 feet to a point of non-tangency;
 THENCE (81) North 37°11'27" West, 15.99 feet to a point of non-tangency;
 THENCE (82) North 36°50'44" West, 15.99 feet to a point of non-tangency;
 THENCE (83) North 36°36'30" West, 16.00 feet to a point of non-tangency;
 THENCE (84) North 36°22'23" West, 16.00 feet to a point of non-tangency;
 THENCE (85) North 36°08'14" West, 16.00 feet to a point of non-tangency;
 THENCE (86) North 35°54'03" West, 16.01 feet to a point of non-tangency;
 THENCE (87) North 35°40'07" West, 16.01 feet to a point of non-tangency;
 THENCE (88) North 35°26'16" West, 16.01 feet to a point of non-tangency;
 THENCE (89) North 35°12'20" West, 16.01 feet to a point of non-tangency;
 THENCE (90) North 34°58'27" West, 16.01 feet to a point of non-tangency;
 THENCE (91) North 34°44'47" West, 16.01 feet to a point of non-tangency;
 THENCE (92) North 34°31'03" West, 16.01 feet to a point of non-tangency;
 THENCE (93) North 34°17'20" West, 16.01 feet to a point of non-tangency;
 THENCE (94) North 34°03'50" West, 16.01 feet to a point of non-tangency;
 THENCE (95) North 33°50'13" West, 16.00 feet to a point of non-tangency;
 THENCE (96) North 33°36'47" West, 16.00 feet to a point of non-tangency;
 THENCE (97) North 33°23'16" West, 16.00 feet to a point of non-tangency;
 THENCE (98) North 33°09'55" West, 15.99 feet to a point of non-tangency;
 THENCE (99) North 32°56'12" West, 15.99 feet to a point of non-tangency;
 THENCE (100) North 32°40'53" West, 16.00 feet to a point of non-tangency;
 THENCE (101) North 32°23'34" West, 16.01 feet to a point of non-tangency;
 THENCE (102) North 32°04'16" West, 16.02 feet to a point of non-tangency;
 THENCE (103) North 31°42'57" West, 16.02 feet to a point of non-tangency;
 THENCE (104) North 31°19'32" West, 16.02 feet to a point of non-tangency;
 THENCE (105) North 30°54'13" West, 16.02 feet to a point of non-tangency;
 THENCE (106) North 30°26'45" West, 16.02 feet to a point of non-tangency;
 THENCE (107) North 29°57'18" West, 16.02 feet to a point of non-tangency;
 THENCE (108) North 29°25'46" West, 16.01 feet to a point of non-tangency;
 THENCE (109) North 28°52'09" West, 16.00 feet to a point of non-tangency;

THENCE (110) North 28°16'26" West, 16.00 feet to a point of non-tangency;
 THENCE (111) North 27°38'44" West, 15.99 feet to a point of non-tangency;
 THENCE (112) North 26°58'48" West, 15.98 feet to a point of non-tangency;
 THENCE (113) North 26°24'36" West, 15.98 feet to a point of non-tangency;
 THENCE (114) North 25°56'21" West, 15.98 feet to a point of non-tangency;
 THENCE (115) North 25°30'01" West, 15.99 feet to a point of non-tangency;
 THENCE (116) North 25°05'33" West, 15.99 feet to a point of non-tangency;
 THENCE (117) North 24°42'57" West, 16.00 feet to a point of non-tangency;
 THENCE (118) North 24°22'11" West, 16.00 feet to a point of non-tangency;
 THENCE (119) North 24°03'23" West, 16.01 feet to a point of non-tangency;
 THENCE (120) North 23°46'28" West, 16.01 feet to a point of non-tangency;
 THENCE (121) North 23°31'21" West, 16.01 feet to a point of non-tangency;
 THENCE (122) North 23°18'07" West, 16.02 feet to a point of non-tangency;
 THENCE (123) North 23°06'39" West, 16.02 feet to a point of non-tangency;
 THENCE (124) North 22°57'12" West, 16.02 feet to a point of non-tangency;
 THENCE (125) North 22°49'28" West, 16.02 feet to a point of non-tangency;
 THENCE (126) North 22°43'39" West, 16.01 feet to a point of non-tangency;
 THENCE (127) North 22°39'43" West, 16.01 feet to a point;
 THENCE (128) North 22°37'31" West, 16.01 feet to a point;
 THENCE (129) North 22°37'14" West, 16.00 feet to a point of non-tangency;
 THENCE (130) North 22°31'49" West, 15.99 feet to a point of non-tangency;
 THENCE (131) North 21°47'00" West, 15.99 feet to a point of non-tangency;
 THENCE (132) North 21°04'11" West, 16.00 feet to a point of non-tangency;
 THENCE (133) North 20°31'09" West, 16.00 feet to a point of non-tangency;
 THENCE (134) North 20°08'01" West, 16.00 feet to a point of non-tangency;
 THENCE (135) North 19°54'46" West, 16.01 feet to a point;
 THENCE (136) North 19°51'22" West, 16.01 feet to a point of non-tangency;
 THENCE (137) North 19°57'41" West, 16.01 feet to a point of non-tangency;
 THENCE (138) North 20°13'55" West, 16.00 feet to a point of non-tangency;
 THENCE (139) North 20°40'07" West, 16.00 feet to a point of non-tangency;
 THENCE (140) North 21°16'01" West, 16.00 feet to a point of non-tangency;
 THENCE (141) North 21°58'28" West, 16.00 feet to a point of non-tangency;
 THENCE (142) North 22°23'16" West, 16.00 feet to a point of non-tangency;
 THENCE (143) North 22°41'50" West, 16.00 feet to a point of non-tangency;
 THENCE (144) North 22°57'32" West, 16.00 feet to a point of non-tangency;
 THENCE (145) North 23°10'50" West, 16.00 feet to a point of non-tangency;
 THENCE (146) North 23°21'29" West, 16.00 feet to a point of non-tangency;
 THENCE (147) North 23°29'34" West, 16.00 feet to a point of non-tangency;
 THENCE (148) North 23°34'57" West, 16.00 feet to a point;
 THENCE (149) North 23°37'52" West, 16.00 feet to a point;
 THENCE (150) North 23°38'12" West, 16.00 feet to a point;
 THENCE (151) North 23°35'48" West, 16.00 feet to a point of non-tangency;
 THENCE (152) North 23°30'54" West, 16.00 feet to a point of non-tangency;
 THENCE (153) North 23°23'25" West, 16.00 feet to a point of non-tangency;
 THENCE (154) North 22°51'37" West, 16.01 feet to a point of non-tangency;
 THENCE (155) North 21°54'33" West, 16.05 feet to a point of non-tangency;
 THENCE (156) North 21°26'07" West, 16.07 feet to a point;
 THENCE (157) North 21°27'18" West, 16.07 feet to a point of non-tangency;
 THENCE (158) North 21°57'53" West, 16.05 feet to a point of non-tangency;

THENCE (159) North 22°58'04" West, 16.01 feet to a point of non-tangency;
 THENCE (160) North 24°28'31" West, 15.97 feet to a point of non-tangency;
 THENCE (161) North 26°29'13" West, 15.92 feet to a point of non-tangency;
 THENCE (162) North 28°48'11" West, 15.93 feet to a point of non-tangency;
 THENCE (163) North 29°30'25" West, 16.27 feet to a point of non-tangency;
 THENCE (164) North 31°15'46" West, 26.57 feet to a point of non-tangency;
 THENCE (165) North 15°43'07" East, 21.49 feet to a point of non-tangency;
 THENCE (166) North 15°06'31" East, 14.03 feet to a point of non-tangency;
 THENCE (167) North 14°44'31" East, 14.05 feet to a point of non-tangency;
 THENCE (168) North 14°26'27" East, 14.06 feet to a point of non-tangency;
 THENCE (169) North 14°12'23" East, 14.06 feet to a point of non-tangency;
 THENCE (170) North 14°02'18" East, 14.07 feet to a point of non-tangency;
 THENCE (171) North 13°56'00" East, 14.07 feet to a point;
 THENCE (172) North 13°53'55" East, 4.86 feet to a point of non-tangency;
 THENCE (173) South 22°50'37" East, 208.63 feet to a point of non-tangency;
 THENCE (174) South 83°28'20" East, 117.33 feet to a point of non-tangency;
 THENCE (175) South 82°11'49" East, 117.33 feet to a point of non-tangency;
 THENCE (176) South 80°55'17" East, 117.33 feet to a point of non-tangency;
 THENCE (177) South 79°38'45" East, 117.33 feet to a point of non-tangency;
 THENCE (178) South 78°22'14" East, 117.33 feet to a point of non-tangency;
 THENCE (179) South 77°05'43" East, 117.33 feet to a point of non-tangency;
 THENCE (180) South 75°49'11" East, 117.33 feet to a point of non-tangency;
 THENCE (181) South 74°32'40" East, 117.33 feet to a point of non-tangency;
 THENCE (182) South 73°16'08" East, 117.33 feet to a point of non-tangency;
 THENCE (183) South 71°59'36" East, 117.33 feet to a point of non-tangency;
 THENCE (184) North 42°51'08" East, 609.76 feet to a point of non-tangency;
 THENCE (185) North 2°09'53" East, 695.51 feet to a point of non-tangency;
 THENCE (186) North 30°35'37" East, 108.99 feet to a point of non-tangency;
 THENCE (187) South 36°20'08" West, 49.16 feet to a point of non-tangency;
 THENCE (188) North 28°43'26" East, 104.58 feet to a point of non-tangency;
 THENCE (189) North 41°15'01" East, 38.89 feet to a point of non-tangency;
 THENCE (190) North 29°58'35" East, 315.49 feet to a point of non-tangency;
 THENCE (191) North 24°47'32" East, 64.77 feet to a point of non-tangency;
 THENCE (192) North 31°02'44" East, 422.87 feet to a point of non-tangency;
 THENCE (193) North 29°09'57" East, 97.86 feet to a point of non-tangency;
 THENCE (194) North 26°26'42" East, 53.19 feet to a point of non-tangency;
 THENCE (195) North 24°01'07" East, 745.72 feet to a point of non-tangency;
 THENCE (196) North 16°50'28" East, 108.49 feet to a point of non-tangency;
 THENCE (197) North 13°38'17" East, 78.38 feet to a point of non-tangency;
 THENCE (198) North 3°42'04" East, 25.54 feet to a point of non-tangency;
 THENCE (199) North 5°11'48" West, 62.58 feet to a point of non-tangency;
 THENCE (200) North 11°32'12" West, 89.17 feet to a point of non-tangency;
 THENCE (201) North 13°48'48" West, 156.68 feet to a point of non-tangency;
 THENCE (202) North 13°37'41" West, 232.64 feet to a point of non-tangency;
 THENCE (203) North 5°32'30" West, 23.66 feet to a point of non-tangency;
 THENCE (204) North 3°50'15" East, 81.02 feet to a point of non-tangency;
 THENCE (205) North 19°58'16" East, 21.51 feet to a point of non-tangency;
 THENCE (206) North 28°43'37" East, 36.27 feet to a point of non-tangency;
 THENCE (207) North 37°48'58" East, 45.74 feet to a point of non-tangency;

THENCE (208) North 43°33'14" East, 1,238.23 feet to a point of non-tangency;
 THENCE (209) North 46°22'01" East, 235.99 feet to a point of non-tangency;
 THENCE (210) North 43°31'56" East, 960.35 feet to a point of non-tangency;
 THENCE (211) North 33°38'07" West, 51.80 feet to a point of non-tangency;
 THENCE (212) North 36°20'51" West, 51.80 feet to a point of non-tangency;
 THENCE (213) North 39°03'39" West, 51.80 feet to a point of non-tangency;
 THENCE (214) North 41°46'26" West, 51.80 feet to a point of non-tangency;
 THENCE (215) North 44°29'12" West, 51.80 feet to a point of non-tangency;
 THENCE (216) North 45°50'35" West, 3,370.33 feet to a point of non-tangency;
 THENCE (217) North 46°24'58" West, 2,149.61 feet to a point of non-tangency;
 THENCE (218) North 54°29'26" West, 101.58 feet to a point of non-tangency;
 THENCE (219) North 48°07'07" West, 306.45 feet to a point of non-tangency;
 THENCE (220) North 63°39'07" West, 125.50 feet to a point of non-tangency;
 THENCE (221) North 51°00'09" West, 253.70 feet to a point of non-tangency;
 THENCE (222) North 43°15'33" West, 309.24 feet to a point of non-tangency;
 THENCE (223) North 52°08'35" West, 214.75 feet to a point of non-tangency;
 THENCE (224) North 51°52'17" West, 102.59 feet to a point of non-tangency;
 THENCE (225) North 50°51'09" West, 102.59 feet to a point of non-tangency;
 THENCE (226) North 49°50'01" West, 102.59 feet to a point of non-tangency;
 THENCE (227) North 48°48'53" West, 102.59 feet to a point of non-tangency;
 THENCE (228) North 47°47'46" West, 102.59 feet to a point of non-tangency;
 THENCE (229) South 43°26'13" West, 463.68 feet to a point of non-tangency;
 THENCE (230) South 46°01'51" East, 296.67 feet to a point of non-tangency;
 THENCE (231) South 43°25'30" West, 682.60 feet to a point of non-tangency;
 THENCE (232) North 44°06'31" West, 194.15 feet to a point of non-tangency;
 THENCE (233) North 73°54'36" West, 632.15 feet to a point of non-tangency;
 THENCE (234) South 33°27'35" West, 111.12 feet to a point of non-tangency;
 THENCE (235) South 23°07'24" East, 97.64 feet to a point of non-tangency;
 THENCE (236) South 41°34'21" East, 460.71 feet to a point of non-tangency;
 THENCE (237) South 44°14'50" West, 496.44 feet to a point of non-tangency;
 THENCE (238) South 53°50'47" East, 197.75 feet to a point of non-tangency;
 THENCE (239) South 38°56'00" West, 404.07 feet to a point of non-tangency;
 THENCE (240) South 45°22'13" West, 680.15 feet to a point of non-tangency;
 THENCE (241) North 44°07'06" West, 1,567.83 feet to a point of non-tangency;
 THENCE (242) South 43°52'56" West, 834.38 feet to a point of non-tangency;
 THENCE (243) South 47°13'18" West, 20.89 feet to a point of non-tangency;
 THENCE (244) South 53°53'33" West, 20.89 feet to a point of non-tangency;
 THENCE (245) South 60°33'40" West, 20.89 feet to a point of non-tangency;
 THENCE (246) South 67°13'55" West, 20.89 feet to a point of non-tangency;
 THENCE (247) South 73°53'59" West, 20.89 feet to a point of non-tangency;
 THENCE (248) South 80°34'12" West, 20.89 feet to a point of non-tangency;
 THENCE (249) South 87°14'21" West, 20.89 feet to a point of non-tangency;
 THENCE (250) North 86°05'27" West, 20.89 feet to a point of non-tangency;
 THENCE (251) North 79°25'14" West, 20.89 feet to a point of non-tangency;
 THENCE (252) North 72°45'06" West, 20.89 feet to a point of non-tangency;
 THENCE (253) North 66°04'53" West, 20.89 feet to a point of non-tangency;
 THENCE (254) North 62°44'47" West, 124.42 feet to a point of non-tangency;
 THENCE (255) North 66°40'36" West, 18.54 feet to a point of non-tangency;
 THENCE (256) North 74°32'32" West, 18.54 feet to a point of non-tangency;

THENCE (257) North 82°24'19" West, 18.54 feet to a point of non-tangency;
 THENCE (258) South 89°43'46" West, 18.54 feet to a point of non-tangency;
 THENCE (259) South 81°51'53" West, 18.54 feet to a point of non-tangency;
 THENCE (260) South 74°00'01" West, 18.54 feet to a point of non-tangency;
 THENCE (261) South 70°04'11" West, 460.76 feet to a point of non-tangency;
 THENCE (262) South 70°29'47" West, 170.72 feet to a point of non-tangency;
 THENCE (263) South 71°20'57" West, 170.72 feet to a point of non-tangency;
 THENCE (264) South 72°12'07" West, 170.72 feet to a point of non-tangency;
 THENCE (265) South 73°03'17" West, 170.72 feet to a point of non-tangency;
 THENCE (266) South 45°46'37" East, 864.67 feet to a point of non-tangency;
 THENCE (267) South 70°41'05" West, 1.87 feet to a point;
 THENCE (268) South 70°41'20" West, 2,017.94 feet to a point of non-tangency;
 THENCE (269) North 0°56'22" West, 5,167.14 feet to a point;
 THENCE (270) North 0°57'19" West, 33.01 feet to a point;
 THENCE (271) North 0°56'12" West, 33.01 feet to a point of non-tangency;
 THENCE (272) North 1°07'54" West, 4,661.65 feet to a point of non-tangency;
 THENCE (273) North 0°59'37" West, 349.08 feet to a point of non-tangency;
 THENCE (274) North 1°20'42" West, 225.78 feet to a point of non-tangency;
 THENCE (275) North 1°07'53" West, 76.44 feet to a point of non-tangency;
 THENCE (276) North 40°57'03" East, 12,395.57 feet to a point of non-tangency;
 THENCE (277) South 59°46'05" East, 3,242.28 feet to a point;
 THENCE (278) South 59°46'04" East, 372.86 feet to a point of non-tangency;
 THENCE (279) North 14°54'25" East, 236.66 feet to a point of non-tangency;
 THENCE (280) North 20°06'08" East, 808.50 feet to a point of non-tangency;
 THENCE (281) South 68°01'31" East, 197.63 feet to a point of non-tangency;
 THENCE (282) South 20°13'04" West, 605.98 feet to a point of non-tangency;
 THENCE (283) South 19°07'47" West, 183.69 feet to a point of non-tangency;
 THENCE (284) South 47°00'33" East, 351.00 feet to a point;
 THENCE (285) South 47°00'33" East, 843.79 feet to a point of non-tangency;
 THENCE (286) South 46°54'24" East, 1,206.93 feet to a point of non-tangency;
 THENCE (287) South 47°00'55" East, 1,885.51 feet to a point of non-tangency;
 THENCE (288) North 44°43'23" East, 291.58 feet to a point of non-tangency;
 THENCE (289) South 47°43'34" East, 3,000.97 feet to a point of non-tangency;
 THENCE (290) South 47°39'09" East, 765.93 feet to a point of non-tangency;
 THENCE (291) South 8°32'25" West, 45.86 feet to a point of non-tangency;
 THENCE (292) South 10°43'50" West, 45.74 feet to a point of non-tangency;
 THENCE (293) South 13°27'01" West, 45.68 feet to a point of non-tangency;
 THENCE (294) South 16°22'35" West, 45.70 feet to a point of non-tangency;
 THENCE (295) South 18°51'08" West, 45.81 feet to a point of non-tangency;
 THENCE (296) South 20°47'56" West, 45.95 feet to a point of non-tangency;
 THENCE (297) South 22°13'16" West, 46.09 feet to a point of non-tangency;
 THENCE (298) South 23°07'31" West, 46.21 feet to a point of non-tangency;
 THENCE (299) South 23°31'03" West, 46.27 feet to a point of non-tangency;
 THENCE (300) South 23°24'10" West, 46.27 feet to a point of non-tangency;
 THENCE (301) South 22°46'44" West, 46.21 feet to a point of non-tangency;
 THENCE (302) South 21°38'36" West, 46.11 feet to a point of non-tangency;
 THENCE (303) South 19°59'19" West, 46.00 feet to a point of non-tangency;
 THENCE (304) South 17°48'38" West, 45.89 feet to a point of non-tangency;
 THENCE (305) South 16°41'12" West, 46.08 feet to a point of non-tangency;

THENCE (306) South 16°45'44" West, 46.43 feet to a point of non-tangency;
 THENCE (307) South 16°29'50" West, 46.64 feet to a point of non-tangency;
 THENCE (308) South 15°53'42" West, 46.72 feet to a point of non-tangency;
 THENCE (309) South 14°57'02" West, 46.69 feet to a point of non-tangency;
 THENCE (310) South 13°39'26" West, 46.54 feet to a point of non-tangency;
 THENCE (311) South 12°00'09" West, 46.31 feet to a point of non-tangency;
 THENCE (312) South 9°58'18" West, 46.02 feet to a point of non-tangency;
 THENCE (313) South 7°32'59" West, 45.69 feet to a point of non-tangency;
 THENCE (314) South 4°43'14" West, 45.38 feet to a point of non-tangency;
 THENCE (315) South 1°27'13" West, 45.12 feet to a point of non-tangency;
 THENCE (316) South 3°02'25" East, 45.10 feet to a point of non-tangency;
 THENCE (317) South 7°21'57" East, 45.40 feet to a point of non-tangency;
 THENCE (318) South 10°45'00" East, 45.82 feet to a point of non-tangency;
 THENCE (319) South 13°12'50" East, 46.25 feet to a point of non-tangency;
 THENCE (320) South 14°47'40" East, 46.59 feet to a point of non-tangency;
 THENCE (321) South 15°31'22" East, 46.78 feet to a point of non-tangency;
 THENCE (322) South 15°24'58" East, 46.80 feet to a point of non-tangency;
 THENCE (323) South 14°28'32" East, 46.65 feet to a point of non-tangency;
 THENCE (324) South 12°40'59" East, 46.36 feet to a point of non-tangency;
 THENCE (325) South 10°00'33" East, 46.00 feet to a point of non-tangency;
 THENCE (326) South 6°26'51" East, 45.69 feet to a point of non-tangency;
 THENCE (327) South 4°40'53" East, 46.66 feet to a point of non-tangency;
 THENCE (328) South 3°49'58" East, 47.86 feet to a point of non-tangency;
 THENCE (329) South 2°01'37" East, 48.26 feet to a point of non-tangency;
 THENCE (330) South 0°47'51" West, 47.94 feet to a point of non-tangency;
 THENCE (331) South 4°47'04" West, 47.04 feet to a point of non-tangency;
 THENCE (332) South 10°08'51" West, 45.76 feet to a point of non-tangency;
 THENCE (333) South 17°07'39" West, 44.43 feet to a point of non-tangency;
 THENCE (334) South 25°45'25" West, 43.51 feet to a point of non-tangency;
 THENCE (335) South 33°35'33" West, 43.79 feet to a point of non-tangency;
 THENCE (336) South 39°37'58" West, 44.70 feet to a point of non-tangency;
 THENCE (337) South 44°05'52" West, 45.76 feet to a point of non-tangency;
 THENCE (338) South 47°06'40" West, 46.71 feet to a point of non-tangency;
 THENCE (339) South 48°48'04" West, 47.40 feet to a point of non-tangency;
 THENCE (340) South 49°15'35" West, 47.71 feet to a point of non-tangency;
 THENCE (341) South 48°31'18" West, 47.64 feet to a point of non-tangency;
 THENCE (342) South 46°33'53" West, 47.21 feet to a point of non-tangency;
 THENCE (343) South 43°18'57" West, 46.54 feet to a point of non-tangency;
 THENCE (344) South 38°40'35" West, 45.80 feet to a point of non-tangency;
 THENCE (345) South 33°45'04" West, 45.49 feet to a point of non-tangency;
 THENCE (346) South 30°04'33" West, 45.65 feet to a point of non-tangency;
 THENCE (347) South 27°12'17" West, 45.91 feet to a point of non-tangency;
 THENCE (348) South 25°07'46" West, 46.17 feet to a point of non-tangency;
 THENCE (349) South 23°49'41" West, 46.36 feet to a point of non-tangency;
 THENCE (350) South 23°17'06" West, 46.44 feet to a point of non-tangency;
 THENCE (351) South 23°29'28" West, 46.40 feet to a point of non-tangency;
 THENCE (352) South 24°27'04" West, 46.24 feet to a point of non-tangency;
 THENCE (353) South 25°41'35" West, 46.04 feet to a point of non-tangency;
 THENCE (354) South 25°01'37" West, 46.07 feet to a point of non-tangency;

THENCE (355) South 24°22'43" West, 46.13 feet to a point of non-tangency;
 THENCE (356) South 24°05'48" West, 46.15 feet to a point of non-tangency;
 THENCE (357) South 24°10'39" West, 46.14 feet to a point of non-tangency;
 THENCE (358) South 24°37'26" West, 46.09 feet to a point of non-tangency;
 THENCE (359) South 25°26'11" West, 46.03 feet to a point of non-tangency;
 THENCE (360) South 26°37'05" West, 45.94 feet to a point of non-tangency;
 THENCE (361) South 28°10'18" West, 45.87 feet to a point of non-tangency;
 THENCE (362) South 30°05'55" West, 45.82 feet to a point of non-tangency;
 THENCE (363) South 32°19'57" West, 45.82 feet to a point of non-tangency;
 THENCE (364) South 34°20'29" West, 45.88 feet to a point of non-tangency;
 THENCE (365) South 35°54'55" West, 45.96 feet to a point of non-tangency;
 THENCE (366) South 37°03'23" West, 46.05 feet to a point of non-tangency;
 THENCE (367) South 37°46'12" West, 46.11 feet to a point of non-tangency;
 THENCE (368) South 38°03'28" West, 46.15 feet to a point of non-tangency;
 THENCE (369) South 37°55'14" West, 46.15 feet to a point of non-tangency;
 THENCE (370) South 37°21'35" West, 46.11 feet to a point of non-tangency;
 THENCE (371) South 36°22'18" West, 46.05 feet to a point of non-tangency;
 THENCE (372) South 34°57'17" West, 45.99 feet to a point of non-tangency;
 THENCE (373) South 33°28'08" West, 45.99 feet to a point of non-tangency;
 THENCE (374) South 33°33'48" West, 46.25 feet to a point;
 THENCE (375) South 33°36'33" West, 46.45 feet to a point of non-tangency;
 THENCE (376) South 33°18'52" West, 46.54 feet to a point of non-tangency;
 THENCE (377) South 32°40'47" West, 46.52 feet to a point of non-tangency;
 THENCE (378) South 31°42'04" West, 46.41 feet to a point of non-tangency;
 THENCE (379) South 30°22'12" West, 46.23 feet to a point of non-tangency;
 THENCE (380) South 28°40'29" West, 45.98 feet to a point of non-tangency;
 THENCE (381) South 26°36'15" West, 45.70 feet to a point of non-tangency;
 THENCE (382) South 24°08'38" West, 45.41 feet to a point of non-tangency;
 THENCE (383) South 20°58'13" West, 45.16 feet to a point of non-tangency;
 THENCE (384) South 14°39'22" West, 45.19 feet to a point of non-tangency;
 THENCE (385) South 9°08'11" West, 45.70 feet to a point of non-tangency;
 THENCE (386) South 5°29'06" West, 46.30 feet to a point of non-tangency;
 THENCE (387) South 3°36'39" West, 46.71 feet to a point of non-tangency;
 THENCE (388) South 3°26'10" West, 46.80 feet to a point of non-tangency;
 THENCE (389) South 4°56'52" West, 46.56 feet to a point of non-tangency;
 THENCE (390) South 7°57'59" West, 46.12 feet to a point of non-tangency;
 THENCE (391) South 8°32'53" West, 46.06 feet to a point of non-tangency;
 THENCE (392) South 8°10'08" West, 46.13 feet to a point of non-tangency;
 THENCE (393) South 8°02'03" West, 46.17 feet to a point of non-tangency;
 THENCE (394) South 8°08'39" West, 46.18 feet to a point of non-tangency;
 THENCE (395) South 8°29'56" West, 46.15 feet to a point of non-tangency;
 THENCE (396) South 9°05'48" West, 46.10 feet to a point of non-tangency;
 THENCE (397) South 9°56'36" West, 46.03 feet to a point of non-tangency;
 THENCE (398) South 11°02'19" West, 45.95 feet to a point of non-tangency;
 THENCE (399) South 12°23'04" West, 45.87 feet to a point of non-tangency;
 THENCE (400) South 13°59'00" West, 45.80 feet to a point of non-tangency;
 THENCE (401) South 15°42'20" West, 45.79 feet to a point of non-tangency;
 THENCE (402) South 16°55'19" West, 45.93 feet to a point of non-tangency;
 THENCE (403) South 18°02'17" West, 46.05 feet to a point of non-tangency;

THENCE (404) South 19°08'03" West, 46.15 feet to a point of non-tangency;
THENCE (405) South 20°12'55" West, 46.21 feet to a point of non-tangency;
THENCE (406) South 21°16'56" West, 46.23 feet to a point of non-tangency;
THENCE (407) South 22°20'20" West, 46.23 feet to a point of non-tangency;
THENCE (408) South 23°23'17" West, 46.18 feet to a point of non-tangency;
THENCE (409) South 24°25'53" West, 46.11 feet to a point of non-tangency;
THENCE (410) South 25°28'22" West, 45.99 feet to a point of non-tangency;
THENCE (411) South 26°30'51" West, 45.84 feet to a point of non-tangency;
THENCE (412) South 27°52'51" West, 45.80 feet to a point of non-tangency;
THENCE (413) South 29°37'32" West, 45.94 feet to a point of non-tangency;
THENCE (414) South 31°13'36" West, 46.06 feet to a point of non-tangency;
THENCE (415) South 32°41'06" West, 46.16 feet to a point of non-tangency;
THENCE (416) South 34°00'21" West, 46.22 feet to a point of non-tangency;
THENCE (417) South 35°11'32" West, 46.23 feet to a point of non-tangency;
THENCE (418) South 36°15'01" West, 46.20 feet to a point of non-tangency;
THENCE (419) South 37°10'58" West, 46.11 feet to a point of non-tangency;
THENCE (420) South 37°59'34" West, 45.95 feet to a point of non-tangency;
THENCE (421) South 40°07'55" West, 45.86 feet to a point of non-tangency;
THENCE (422) South 44°06'29" West, 46.11 feet to a point of non-tangency;
THENCE (423) South 46°38'21" West, 46.37 feet to a point of non-tangency;
THENCE (424) South 47°41'35" West, 46.49 feet to a point of non-tangency;
THENCE (425) South 47°17'32" West, 46.39 feet to a point of non-tangency;
THENCE (426) South 45°25'17" West, 46.10 feet to a point of non-tangency;
THENCE (427) South 42°02'16" West, 45.73 feet to a point of non-tangency;
THENCE (428) South 37°07'02" West, 45.52 feet to a point of non-tangency;
THENCE (429) South 34°07'40" West, 45.83 feet to a point of non-tangency;
THENCE (430) South 33°13'50" West, 46.24 feet to a point of non-tangency;
THENCE (431) South 32°09'53" West, 46.51 feet to a point of non-tangency;
THENCE (432) South 30°55'28" West, 46.65 feet to a point of non-tangency;
THENCE (433) South 29°29'58" West, 46.67 feet to a point of non-tangency;
THENCE (434) South 27°52'45" West, 46.58 feet to a point of non-tangency;
THENCE (435) South 25°38'07" West, 58.18 feet to a point of non-tangency;
THENCE (436) South 23°59'54" West, 34.34 feet to a point of non-tangency;
THENCE (437) South 21°42'30" West, 45.81 feet to a point of non-tangency;
THENCE (438) South 19°09'41" West, 45.44 feet to a point of non-tangency;
THENCE (439) South 16°32'20" West, 45.35 feet to a point of non-tangency;
THENCE (440) South 14°29'27" West, 46.19 feet to a point of non-tangency;
THENCE (441) South 12°24'53" West, 46.86 feet to a point of non-tangency;
THENCE (442) South 10°12'12" West, 47.24 feet to a point of non-tangency;
THENCE (443) South 7°49'07" West, 47.35 feet to a point of non-tangency;
THENCE (444) South 5°13'07" West, 47.22 feet to a point of non-tangency;
THENCE (445) South 2°21'28" West, 46.87 feet to a point of non-tangency;
THENCE (446) South 0°48'59" East, 46.33 feet to a point of non-tangency;
THENCE (447) South 4°21'30" East, 45.64 feet to a point of non-tangency;
THENCE (448) South 8°19'40" East, 44.86 feet to a point of non-tangency;
THENCE (449) South 12°39'17" East, 44.56 feet to a point of non-tangency;
THENCE (450) South 16°38'40" East, 45.06 feet to a point of non-tangency;
THENCE (451) South 20°05'36" East, 45.61 feet to a point of non-tangency;
THENCE (452) South 23°01'49" East, 46.15 feet to a point of non-tangency;

THENCE (453) South 25°29'18" East, 46.61 feet to a point of non-tangency;
 THENCE (454) South 27°30'08" East, 46.95 feet to a point of non-tangency;
 THENCE (455) South 29°06'04" East, 47.13 feet to a point of non-tangency;
 THENCE (456) South 30°18'29" East, 47.13 feet to a point of non-tangency;
 THENCE (457) South 31°08'19" East, 46.92 feet to a point of non-tangency;
 THENCE (458) South 31°35'58" East, 46.50 feet to a point of non-tangency;
 THENCE (459) South 32°00'08" East, 45.94 feet to a point of non-tangency;
 THENCE (460) South 36°32'49" East, 46.70 feet to a point of non-tangency;
 THENCE (461) South 41°00'20" East, 47.89 feet to a point of non-tangency;
 THENCE (462) South 43°45'33" East, 48.68 feet to a point of non-tangency;
 THENCE (463) South 44°58'38" East, 48.90 feet to a point of non-tangency;
 THENCE (464) South 44°43'30" East, 48.45 feet to a point of non-tangency;
 THENCE (465) South 42°57'08" East, 47.37 feet to a point of non-tangency;
 THENCE (466) South 39°28'58" East, 45.76 feet to a point of non-tangency;
 THENCE (467) South 34°01'31" East, 43.88 feet to a point of non-tangency;
 THENCE (468) South 26°15'09" East, 42.18 feet to a point of non-tangency;
 THENCE (469) South 15°40'03" East, 41.39 feet to a point of non-tangency;
 THENCE (470) South 2°46'30" East, 42.82 feet to a point of non-tangency;
 THENCE (471) South 7°16'00" West, 45.36 feet to a point of non-tangency;
 THENCE (472) South 14°24'03" West, 47.78 feet to a point of non-tangency;
 THENCE (473) South 19°20'27" West, 49.42 feet to a point of non-tangency;
 THENCE (474) South 22°37'12" West, 49.89 feet to a point of non-tangency;
 THENCE (475) South 24°33'11" West, 48.96 feet to a point of non-tangency;
 THENCE (476) South 25°17'20" West, 46.54 feet to a point of non-tangency;
 THENCE (477) South 29°19'52" West, 45.31 feet to a point of non-tangency;
 THENCE (478) South 34°37'51" West, 45.78 feet to a point of non-tangency;
 THENCE (479) South 38°02'31" West, 46.32 feet to a point of non-tangency;
 THENCE (480) South 39°38'55" West, 46.66 feet to a point of non-tangency;
 THENCE (481) South 39°31'01" West, 46.68 feet to a point of non-tangency;
 THENCE (482) South 37°38'50" West, 46.39 feet to a point of non-tangency;
 THENCE (483) South 33°58'39" West, 45.94 feet to a point of non-tangency;
 THENCE (484) South 28°47'07" West, 45.63 feet to a point of non-tangency;
 THENCE (485) South 25°15'06" West, 45.75 feet to a point of non-tangency;
 THENCE (486) South 22°40'56" West, 7.49 feet to a point;
 THENCE (487) South 22°40'52" West, 30.71 feet to a point;
 THENCE (488) South 22°40'53" West, 7.76 feet to a point of non-tangency;
 THENCE (489) South 20°36'48" West, 22.48 feet to a point;
 THENCE (490) South 20°36'43" West, 23.66 feet to a point of non-tangency;
 THENCE (491) South 19°01'55" West, 46.27 feet to a point of non-tangency;
 THENCE (492) South 17°55'36" West, 46.31 feet to a point of non-tangency;
 THENCE (493) South 17°17'17" West, 7.26 feet to a point;
 THENCE (494) South 17°17'21" West, 10.98 feet to a point;
 THENCE (495) South 17°17'19" West, 27.99 feet to a point of non-tangency;
 THENCE (496) South 17°06'52" West, 8.28 feet to a point;
 THENCE (497) South 17°06'52" West, 36.24 feet to a point;
 THENCE (498) South 17°06'48" West, 1.52 feet to a point of non-tangency;
 THENCE (499) South 16°23'24" West, 9.38 feet to a point;
 THENCE (500) South 16°23'25" West, 36.58 feet to a point of non-tangency;
 THENCE (501) South 14°52'41" West, 46.05 feet to a point of non-tangency;

THENCE (502) South 13°23'35" West, 18.57 feet to a point;
 THENCE (503) South 13°23'31" West, 27.53 feet to a point of non-tangency;
 THENCE (504) South 11°54'50" West, 0.29 feet to a point;
 THENCE (505) South 11°55'38" West, 28.39 feet to a point;
 THENCE (506) South 11°55'37" West, 17.41 feet to a point of non-tangency;
 THENCE (507) South 10°28'39" West, 46.04 feet to a point of non-tangency;
 THENCE (508) South 9°08'10" West, 45.96 feet to a point of non-tangency;
 THENCE (509) South 8°56'47" West, 46.07 feet to a point of non-tangency;
 THENCE (510) South 8°52'44" West, 46.18 feet to a point of non-tangency;
 THENCE (511) South 8°33'02" West, 46.23 feet to a point of non-tangency;
 THENCE (512) South 7°57'44" West, 46.23 feet to a point of non-tangency;
 THENCE (513) South 7°06'31" West, 46.18 feet to a point of non-tangency;
 THENCE (514) South 5°59'25" West, 46.09 feet to a point of non-tangency;
 THENCE (515) South 4°35'58" West, 45.97 feet to a point of non-tangency;
 THENCE (516) South 2°56'04" West, 45.84 feet to a point of non-tangency;
 THENCE (517) South 0°59'18" West, 45.72 feet to a point of non-tangency;
 THENCE (518) South 0°54'15" East, 45.84 feet to a point of non-tangency;
 THENCE (519) South 2°33'14" East, 46.13 feet to a point of non-tangency;
 THENCE (520) South 4°15'23" East, 46.32 feet to a point of non-tangency;
 THENCE (521) South 6°01'21" East, 46.40 feet to a point of non-tangency;
 THENCE (522) South 7°51'58" East, 46.38 feet to a point of non-tangency;
 THENCE (523) South 9°47'57" East, 46.27 feet to a point of non-tangency;
 THENCE (524) South 11°50'16" East, 46.08 feet to a point of non-tangency;
 THENCE (525) South 13°59'41" East, 45.81 feet to a point of non-tangency;
 THENCE (526) South 16°40'34" East, 45.58 feet to a point of non-tangency;
 THENCE (527) South 20°03'23" East, 45.67 feet to a point of non-tangency;
 THENCE (528) South 22°42'19" East, 45.88 feet to a point of non-tangency;
 THENCE (529) South 24°33'43" East, 46.09 feet to a point of non-tangency;
 THENCE (530) South 25°38'33" East, 46.25 feet to a point of non-tangency;
 THENCE (531) South 25°57'37" East, 46.32 feet to a point of non-tangency;
 THENCE (532) South 25°31'10" East, 46.30 feet to a point of non-tangency;
 THENCE (533) South 24°19'00" East, 46.20 feet to a point of non-tangency;
 THENCE (534) South 22°20'38" East, 46.06 feet to a point of non-tangency;
 THENCE (535) South 19°58'42" East, 45.95 feet to a point of non-tangency;
 THENCE (536) South 19°10'06" East, 45.96 feet to a point of non-tangency;
 THENCE (537) South 18°38'50" East, 45.99 feet to a point of non-tangency;
 THENCE (538) South 18°09'16" East, 46.01 feet to a point of non-tangency;
 THENCE (539) South 17°41'26" East, 46.03 feet to a point of non-tangency;
 THENCE (540) South 17°15'21" East, 46.04 feet to a point of non-tangency;
 THENCE (541) South 16°50'55" East, 46.05 feet to a point of non-tangency;
 THENCE (542) South 16°28'11" East, 46.05 feet to a point of non-tangency;
 THENCE (543) South 16°07'07" East, 46.04 feet to a point of non-tangency;
 THENCE (544) South 15°47'47" East, 46.03 feet to a point of non-tangency;
 THENCE (545) South 15°30'03" East, 46.01 feet to a point of non-tangency;
 THENCE (546) South 15°14'02" East, 45.99 feet to a point of non-tangency;
 THENCE (547) South 14°45'17" East, 45.96 feet to a point of non-tangency;
 THENCE (548) South 13°42'13" East, 45.97 feet to a point of non-tangency;
 THENCE (549) South 12°49'12" East, 45.98 feet to a point of non-tangency;
 THENCE (550) South 12°09'09" East, 46.01 feet to a point of non-tangency;

THENCE (551) South 11°41'58" East, 46.02 feet to a point of non-tangency;
 THENCE (552) South 11°27'41" East, 46.03 feet to a point;
 THENCE (553) South 11°26'15" East, 46.03 feet to a point of non-tangency;
 THENCE (554) South 11°37'41" East, 46.03 feet to a point of non-tangency;
 THENCE (555) South 12°01'59" East, 46.01 feet to a point of non-tangency;
 THENCE (556) South 12°22'22" East, 46.00 feet to a point;
 THENCE (557) South 12°23'35" East, 46.00 feet to a point;
 THENCE (558) South 12°24'23" East, 46.00 feet to a point;
 THENCE (559) South 12°25'02" East, 46.00 feet to a point;
 THENCE (560) South 12°25'29" East, 46.00 feet to a point;
 THENCE (561) South 12°25'45" East, 46.00 feet to a point;
 THENCE (562) South 12°25'50" East, 46.00 feet to a point;
 THENCE (563) South 12°25'45" East, 46.00 feet to a point;
 THENCE (564) South 12°25'19" East, 76.14 feet to a point of non-tangency;
 THENCE (565) South 38°03'53" East, 17.91 feet to a point of non-tangency;
 THENCE (566) South 29°16'47" East, 22.27 feet to a point of non-tangency;
 THENCE (567) South 26°00'06" East, 26.12 feet to a point of non-tangency;
 THENCE (568) South 24°31'03" East, 22.31 feet to a point of non-tangency;
 THENCE (569) South 23°49'09" East, 17.98 feet to a point of non-tangency;
 THENCE (570) South 23°23'20" East, 18.03 feet to a point of non-tangency;
 THENCE (571) South 22°45'44" East, 18.07 feet to a point of non-tangency;
 THENCE (572) South 21°56'06" East, 18.08 feet to a point of non-tangency;
 THENCE (573) South 20°54'27" East, 18.07 feet to a point of non-tangency;
 THENCE (574) South 19°40'16" East, 18.04 feet to a point of non-tangency;
 THENCE (575) South 18°13'42" East, 18.00 feet to a point of non-tangency;
 THENCE (576) South 16°34'04" East, 17.96 feet to a point of non-tangency;
 THENCE (577) South 14°36'56" East, 17.92 feet to a point of non-tangency;
 THENCE (578) South 12°10'51" East, 17.92 feet to a point of non-tangency;
 THENCE (579) South 10°08'35" East, 17.96 feet to a point of non-tangency;
 THENCE (580) South 8°38'34" East, 18.00 feet to a point of non-tangency;
 THENCE (581) South 7°40'15" East, 18.04 feet to a point of non-tangency;
 THENCE (582) South 7°13'36" East, 18.06 feet to a point of non-tangency;
 THENCE (583) South 7°18'18" East, 18.07 feet to a point of non-tangency;
 THENCE (584) South 7°54'23" East, 18.05 feet to a point of non-tangency;
 THENCE (585) South 9°02'05" East, 18.03 feet to a point of non-tangency;
 THENCE (586) South 10°40'55" East, 18.00 feet to a point of non-tangency;
 THENCE (587) South 12°11'11" East, 18.01 feet to a point of non-tangency;
 THENCE (588) South 13°14'14" East, 18.03 feet to a point of non-tangency;
 THENCE (589) South 14°02'47" East, 18.05 feet to a point of non-tangency;
 THENCE (590) South 14°37'03" East, 18.07 feet to a point of non-tangency;
 THENCE (591) South 14°56'48" East, 18.08 feet to a point of non-tangency;
 THENCE (592) South 15°02'36" East, 18.08 feet to a point of non-tangency;
 THENCE (593) South 14°53'52" East, 18.07 feet to a point of non-tangency;
 THENCE (594) South 14°31'03" East, 18.05 feet to a point of non-tangency;
 THENCE (595) South 13°53'49" East, 18.03 feet to a point of non-tangency;
 THENCE (596) South 13°02'08" East, 17.99 feet to a point of non-tangency;
 THENCE (597) South 11°55'54" East, 17.96 feet to a point of non-tangency;
 THENCE (598) South 10°34'57" East, 17.93 feet to a point of non-tangency;
 THENCE (599) South 8°59'24" East, 17.91 feet to a point of non-tangency;

THENCE (600) South 7°12'10" East, 17.91 feet to a point of non-tangency;
 THENCE (601) South 6°41'05" East, 18.02 feet to a point;
 THENCE (602) South 6°40'18" East, 18.16 feet to a point of non-tangency;
 THENCE (603) South 6°29'28" East, 18.27 feet to a point of non-tangency;
 THENCE (604) South 6°08'51" East, 18.34 feet to a point of non-tangency;
 THENCE (605) South 5°38'28" East, 18.38 feet to a point of non-tangency;
 THENCE (606) South 4°57'58" East, 18.39 feet to a point of non-tangency;
 THENCE (607) South 4°07'29" East, 18.37 feet to a point of non-tangency;
 THENCE (608) South 3°06'29" East, 18.32 feet to a point of non-tangency;
 THENCE (609) South 1°54'44" East, 18.25 feet to a point of non-tangency;
 THENCE (610) South 0°31'53" East, 18.16 feet to a point of non-tangency;
 THENCE (611) South 1°02'39" West, 18.05 feet to a point of non-tangency;
 THENCE (612) South 2°49'22" West, 17.93 feet to a point of non-tangency;
 THENCE (613) South 4°48'39" West, 17.81 feet to a point of non-tangency;
 THENCE (614) South 7°01'10" West, 17.68 feet to a point of non-tangency;
 THENCE (615) South 9°26'53" West, 17.57 feet to a point of non-tangency;
 THENCE (616) South 12°12'15" West, 17.48 feet to a point of non-tangency;
 THENCE (617) South 15°53'17" West, 17.48 feet to a point of non-tangency;
 THENCE (618) South 19°23'14" West, 17.57 feet to a point of non-tangency;
 THENCE (619) South 22°25'40" West, 17.70 feet to a point of non-tangency;
 THENCE (620) South 25°00'19" West, 17.85 feet to a point of non-tangency;
 THENCE (621) South 27°08'01" West, 18.00 feet to a point of non-tangency;
 THENCE (622) South 28°49'28" West, 18.15 feet to a point of non-tangency;
 THENCE (623) South 30°06'01" West, 18.27 feet to a point of non-tangency;
 THENCE (624) South 30°58'21" West, 18.36 feet to a point of non-tangency;
 THENCE (625) South 31°26'58" West, 18.41 feet to a point of non-tangency;
 THENCE (626) South 31°32'22" West, 18.42 feet to a point of non-tangency;
 THENCE (627) South 31°14'45" West, 18.40 feet to a point of non-tangency;
 THENCE (628) South 30°33'45" West, 18.33 feet to a point of non-tangency;
 THENCE (629) South 29°29'00" West, 18.23 feet to a point of non-tangency;
 THENCE (630) South 27°59'27" West, 18.10 feet to a point of non-tangency;
 THENCE (631) South 27°05'49" West, 18.03 feet to a point of non-tangency;
 THENCE (632) South 28°03'30" West, 18.09 feet to a point of non-tangency;
 THENCE (633) South 28°49'28" West, 18.15 feet to a point of non-tangency;
 THENCE (634) South 29°19'09" West, 18.19 feet to a point of non-tangency;
 THENCE (635) South 29°32'53" West, 18.21 feet to a point;
 THENCE (636) South 29°30'47" West, 18.21 feet to a point of non-tangency;
 THENCE (637) South 29°12'39" West, 18.19 feet to a point of non-tangency;
 THENCE (638) South 28°38'40" West, 18.15 feet to a point of non-tangency;
 THENCE (639) South 27°48'25" West, 18.09 feet to a point of non-tangency;
 THENCE (640) South 26°41'42" West, 18.03 feet to a point of non-tangency;
 THENCE (641) South 25°18'15" West, 17.95 feet to a point of non-tangency;
 THENCE (642) South 23°37'32" West, 17.87 feet to a point of non-tangency;
 THENCE (643) South 21°39'32" West, 17.80 feet to a point of non-tangency;
 THENCE (644) South 19°23'59" West, 17.75 feet to a point of non-tangency;
 THENCE (645) South 16°46'01" West, 17.72 feet to a point of non-tangency;
 THENCE (646) South 13°03'38" West, 17.74 feet to a point of non-tangency;
 THENCE (647) South 9°36'08" West, 17.83 feet to a point of non-tangency;
 THENCE (648) South 6°46'29" West, 17.95 feet to a point of non-tangency;

THENCE (649) South 4°34'21" West, 18.08 feet to a point of non-tangency;
 THENCE (650) South 2°58'31" West, 18.19 feet to a point of non-tangency;
 THENCE (651) South 1°57'52" West, 18.27 feet to a point of non-tangency;
 THENCE (652) South 1°31'33" West, 18.31 feet to a point of non-tangency;
 THENCE (653) South 1°39'12" West, 18.30 feet to a point of non-tangency;
 THENCE (654) South 2°20'57" West, 18.25 feet to a point of non-tangency;
 THENCE (655) South 3°37'30" West, 18.16 feet to a point of non-tangency;
 THENCE (656) South 5°29'22" West, 18.05 feet to a point of non-tangency;
 THENCE (657) South 7°58'03" West, 17.93 feet to a point of non-tangency;
 THENCE (658) South 11°04'15" West, 17.82 feet to a point of non-tangency;
 THENCE (659) South 14°48'02" West, 17.77 feet to a point of non-tangency;
 THENCE (660) South 18°43'01" West, 17.79 feet to a point of non-tangency;
 THENCE (661) South 22°03'13" West, 17.88 feet to a point of non-tangency;
 THENCE (662) South 24°44'02" West, 17.99 feet to a point of non-tangency;
 THENCE (663) South 26°46'21" West, 18.11 feet to a point of non-tangency;
 THENCE (664) South 28°10'48" West, 18.20 feet to a point of non-tangency;
 THENCE (665) South 28°58'53" West, 18.26 feet to a point of non-tangency;
 THENCE (666) South 29°10'54" West, 18.28 feet to a point of non-tangency;
 THENCE (667) South 28°47'12" West, 18.26 feet to a point of non-tangency;
 THENCE (668) South 27°47'27" West, 18.19 feet to a point of non-tangency;
 THENCE (669) South 26°10'55" West, 18.09 feet to a point of non-tangency;
 THENCE (670) South 23°56'25" West, 17.98 feet to a point of non-tangency;
 THENCE (671) South 21°03'21" West, 17.88 feet to a point of non-tangency;
 THENCE (672) South 17°31'02" West, 17.82 feet to a point of non-tangency;
 THENCE (673) South 14°40'13" West, 17.83 feet to a point of non-tangency;
 THENCE (674) South 13°34'55" West, 17.87 feet to a point of non-tangency;
 THENCE (675) South 12°34'11" West, 17.91 feet to a point of non-tangency;
 THENCE (676) South 11°36'59" West, 17.95 feet to a point of non-tangency;
 THENCE (677) South 10°43'10" West, 17.98 feet to a point of non-tangency;
 THENCE (678) South 9°52'56" West, 18.01 feet to a point of non-tangency;
 THENCE (679) South 9°05'55" West, 18.04 feet to a point of non-tangency;
 THENCE (680) South 8°22'20" West, 18.07 feet to a point of non-tangency;
 THENCE (681) South 7°41'59" West, 18.09 feet to a point of non-tangency;
 THENCE (682) South 7°04'44" West, 18.11 feet to a point of non-tangency;
 THENCE (683) South 6°30'46" West, 18.12 feet to a point of non-tangency;
 THENCE (684) South 5°59'53" West, 18.12 feet to a point of non-tangency;
 THENCE (685) South 5°32'06" West, 18.12 feet to a point of non-tangency;
 THENCE (686) South 5°07'18" West, 18.11 feet to a point of non-tangency;
 THENCE (687) South 4°45'40" West, 18.09 feet to a point of non-tangency;
 THENCE (688) South 4°26'52" West, 18.07 feet to a point of non-tangency;
 THENCE (689) South 4°11'09" West, 18.03 feet to a point of non-tangency;
 THENCE (690) South 3°58'25" West, 17.99 feet to a point of non-tangency;
 THENCE (691) South 3°40'11" West, 17.96 feet to a point of non-tangency;
 THENCE (692) South 3°06'46" West, 17.96 feet to a point of non-tangency;
 THENCE (693) South 2°34'49" West, 17.97 feet to a point of non-tangency;
 THENCE (694) South 2°04'59" West, 17.98 feet to a point of non-tangency;
 THENCE (695) South 1°37'10" West, 17.99 feet to a point of non-tangency;
 THENCE (696) South 1°11'28" West, 17.99 feet to a point of non-tangency;
 THENCE (697) South 0°47'43" West, 18.00 feet to a point of non-tangency;

THENCE (698) South 0°26'07" West, 18.01 feet to a point of non-tangency;
 THENCE (699) South 0°06'33" West, 18.01 feet to a point of non-tangency;
 THENCE (700) South 0°11'01" East, 18.02 feet to a point of non-tangency;
 THENCE (701) South 0°26'35" East, 18.02 feet to a point of non-tangency;
 THENCE (702) South 0°40'01" East, 18.03 feet to a point of non-tangency;
 THENCE (703) South 0°51'26" East, 18.03 feet to a point of non-tangency;
 THENCE (704) South 1°00'56" East, 18.03 feet to a point of non-tangency;
 THENCE (705) South 1°08'19" East, 18.03 feet to a point of non-tangency;
 THENCE (706) South 1°13'42" East, 18.03 feet to a point;
 THENCE (707) South 1°17'05" East, 18.02 feet to a point;
 THENCE (708) South 1°18'25" East, 18.02 feet to a point;
 THENCE (709) South 1°17'53" East, 18.01 feet to a point;
 THENCE (710) South 1°15'07" East, 18.01 feet to a point;
 THENCE (711) South 1°12'42" East, 18.00 feet to a point of non-tangency;
 THENCE (712) South 1°27'29" East, 18.00 feet to a point of non-tangency;
 THENCE (713) South 1°44'44" East, 18.00 feet to a point of non-tangency;
 THENCE (714) South 2°00'13" East, 18.00 feet to a point of non-tangency;
 THENCE (715) South 2°13'50" East, 18.00 feet to a point of non-tangency;
 THENCE (716) South 2°25'44" East, 18.00 feet to a point of non-tangency;
 THENCE (717) South 2°35'53" East, 18.00 feet to a point of non-tangency;
 THENCE (718) South 2°44'20" East, 18.00 feet to a point of non-tangency;
 THENCE (719) South 2°50'54" East, 18.00 feet to a point of non-tangency;
 THENCE (720) South 2°55'49" East, 18.00 feet to a point;
 THENCE (721) South 2°58'52" East, 18.00 feet to a point;
 THENCE (722) South 3°00'20" East, 18.00 feet to a point;
 THENCE (723) South 2°59'48" East, 18.00 feet to a point;
 THENCE (724) South 2°57'41" East, 18.00 feet to a point of non-tangency;
 THENCE (725) South 2°53'46" East, 18.00 feet to a point of non-tangency;
 THENCE (726) South 2°48'01" East, 18.00 feet to a point of non-tangency;
 THENCE (727) South 2°40'41" East, 18.00 feet to a point of non-tangency;
 THENCE (728) South 2°31'22" East, 18.00 feet to a point of non-tangency;
 THENCE (729) South 2°20'27" East, 18.00 feet to a point of non-tangency;
 THENCE (730) South 2°07'40" East, 18.00 feet to a point of non-tangency;
 THENCE (731) South 1°53'11" East, 18.00 feet to a point of non-tangency;
 THENCE (732) South 1°38'13" East, 18.00 feet to a point;
 THENCE (733) South 1°39'09" East, 18.00 feet to a point of non-tangency;
 THENCE (734) South 1°43'51" East, 18.01 feet to a point;
 THENCE (735) South 1°46'47" East, 18.01 feet to a point;
 THENCE (736) South 1°48'01" East, 18.02 feet to a point;
 THENCE (737) South 1°47'22" East, 18.02 feet to a point;
 THENCE (738) South 1°44'55" East, 18.02 feet to a point of non-tangency;
 THENCE (739) South 1°40'45" East, 18.02 feet to a point of non-tangency;
 THENCE (740) South 1°34'46" East, 18.02 feet to a point of non-tangency;
 THENCE (741) South 1°26'59" East, 18.02 feet to a point of non-tangency;
 THENCE (742) South 1°17'26" East, 18.02 feet to a point of non-tangency;
 THENCE (743) South 1°06'10" East, 18.01 feet to a point of non-tangency;
 THENCE (744) South 0°52'58" East, 18.01 feet to a point of non-tangency;
 THENCE (745) South 0°38'03" East, 18.01 feet to a point of non-tangency;
 THENCE (746) South 0°21'22" East, 18.00 feet to a point of non-tangency;

THENCE (747) South 0°02'51" East, 18.00 feet to a point of non-tangency;
 THENCE (748) South 0°17'30" West, 17.99 feet to a point of non-tangency;
 THENCE (749) South 0°39'38" West, 17.98 feet to a point of non-tangency;
 THENCE (750) South 1°03'33" West, 17.98 feet to a point of non-tangency;
 THENCE (751) South 1°29'18" West, 17.97 feet to a point of non-tangency;
 THENCE (752) South 1°56'55" West, 17.97 feet to a point of non-tangency;
 THENCE (753) South 2°31'00" West, 17.97 feet to a point of non-tangency;
 THENCE (754) South 3°24'08" West, 17.97 feet to a point of non-tangency;
 THENCE (755) South 4°14'24" West, 17.97 feet to a point of non-tangency;
 THENCE (756) South 4°59'10" West, 17.98 feet to a point of non-tangency;
 THENCE (757) South 5°38'32" West, 17.99 feet to a point of non-tangency;
 THENCE (758) South 6°12'38" West, 18.00 feet to a point of non-tangency;
 THENCE (759) South 6°41'22" West, 18.01 feet to a point of non-tangency;
 THENCE (760) South 7°04'43" West, 18.02 feet to a point of non-tangency;
 THENCE (761) South 7°22'44" West, 18.02 feet to a point of non-tangency;
 THENCE (762) South 7°35'24" West, 18.03 feet to a point of non-tangency;
 THENCE (763) South 7°42'48" West, 18.03 feet to a point;
 THENCE (764) South 7°44'50" West, 18.03 feet to a point;
 THENCE (765) South 7°41'39" West, 18.03 feet to a point of non-tangency;
 THENCE (766) South 7°33'05" West, 18.02 feet to a point of non-tangency;
 THENCE (767) South 7°19'14" West, 18.02 feet to a point of non-tangency;
 THENCE (768) South 6°59'59" West, 18.01 feet to a point;
 THENCE (769) South 6°57'36" West, 18.00 feet to a point of non-tangency;
 THENCE (770) South 7°26'58" West, 18.02 feet to a point of non-tangency;
 THENCE (771) South 7°50'48" West, 18.03 feet to a point of non-tangency;
 THENCE (772) South 8°08'26" West, 18.04 feet to a point of non-tangency;
 THENCE (773) South 8°19'58" West, 18.04 feet to a point of non-tangency;
 THENCE (774) South 8°25'25" West, 18.05 feet to a point;
 THENCE (775) South 8°24'42" West, 18.05 feet to a point of non-tangency;
 THENCE (776) South 8°17'52" West, 18.04 feet to a point of non-tangency;
 THENCE (777) South 8°04'54" West, 18.03 feet to a point of non-tangency;
 THENCE (778) South 7°45'47" West, 18.02 feet to a point of non-tangency;
 THENCE (779) South 7°20'35" West, 18.00 feet to a point of non-tangency;
 THENCE (780) South 6°49'07" West, 17.99 feet to a point of non-tangency;
 THENCE (781) South 6°11'26" West, 17.97 feet to a point of non-tangency;
 THENCE (782) South 5°27'27" West, 17.95 feet to a point of non-tangency;
 THENCE (783) South 4°37'19" West, 17.94 feet to a point of non-tangency;
 THENCE (784) South 3°40'55" West, 17.93 feet to a point of non-tangency;
 THENCE (785) South 1°51'17" West, 17.91 feet to a point of non-tangency;
 THENCE (786) South 0°56'17" East, 17.93 feet to a point of non-tangency;
 THENCE (787) South 3°11'06" East, 17.97 feet to a point of non-tangency;
 THENCE (788) South 4°51'55" East, 18.02 feet to a point of non-tangency;
 THENCE (789) South 5°59'23" East, 18.06 feet to a point of non-tangency;
 THENCE (790) South 6°33'32" East, 18.09 feet to a point;
 THENCE (791) South 6°34'59" East, 18.09 feet to a point of non-tangency;
 THENCE (792) South 6°03'30" East, 18.07 feet to a point of non-tangency;
 THENCE (793) South 4°58'51" East, 18.02 feet to a point of non-tangency;
 THENCE (794) North 73°31'26" West, 52.84 feet to a point;
 THENCE (795) North 73°31'17" West, 101.06 feet to a point;

THENCE (796) North 73°31'30" West, 238.58 feet to a point of non-tangency;
 THENCE (797) South 8°35'01" East, 28.01 feet to a point of non-tangency;
 THENCE (798) South 7°47'33" East, 28.06 feet to a point of non-tangency;
 THENCE (799) South 7°31'27" East, 28.07 feet to a point of non-tangency;
 THENCE (800) South 7°46'33" East, 28.06 feet to a point of non-tangency;
 THENCE (801) South 8°32'58" East, 28.02 feet to a point of non-tangency;
 THENCE (802) South 9°50'51" East, 27.98 feet to a point of non-tangency;
 THENCE (803) South 11°40'28" East, 27.94 feet to a point of non-tangency;
 THENCE (804) South 14°04'56" East, 27.94 feet to a point of non-tangency;
 THENCE (805) South 16°57'00" East, 28.09 feet to a point of non-tangency;
 THENCE (806) South 19°12'35" East, 28.27 feet to a point of non-tangency;
 THENCE (807) South 20°44'37" East, 28.41 feet to a point of non-tangency;
 THENCE (808) South 21°34'07" East, 28.48 feet to a point of non-tangency;
 THENCE (809) South 21°41'52" East, 28.47 feet to a point of non-tangency;
 THENCE (810) South 21°07'54" East, 28.37 feet to a point of non-tangency;
 THENCE (811) South 19°51'29" East, 28.20 feet to a point of non-tangency;
 THENCE (812) South 17°51'19" East, 27.98 feet to a point of non-tangency;
 THENCE (813) South 15°05'50" East, 27.75 feet to a point of non-tangency;
 THENCE (814) South 11°33'43" East, 27.55 feet to a point of non-tangency;
 THENCE (815) South 7°15'01" East, 27.46 feet to a point of non-tangency;
 THENCE (816) South 3°42'56" East, 27.53 feet to a point of non-tangency;
 THENCE (817) South 2°03'16" East, 27.64 feet to a point of non-tangency;
 THENCE (818) South 0°31'48" East, 27.75 feet to a point of non-tangency;
 THENCE (819) South 0°52'22" West, 27.86 feet to a point of non-tangency;
 THENCE (820) South 2°09'14" West, 27.96 feet to a point of non-tangency;
 THENCE (821) South 3°19'10" West, 28.06 feet to a point of non-tangency;
 THENCE (822) South 4°22'12" West, 28.14 feet to a point of non-tangency;
 THENCE (823) South 5°18'33" West, 28.22 feet to a point of non-tangency;
 THENCE (824) South 6°08'19" West, 28.27 feet to a point of non-tangency;
 THENCE (825) South 6°51'44" West, 28.31 feet to a point of non-tangency;
 THENCE (826) South 7°28'52" West, 28.32 feet to a point of non-tangency;
 THENCE (827) South 7°59'51" West, 28.31 feet to a point of non-tangency;
 THENCE (828) South 8°24'42" West, 28.28 feet to a point of non-tangency;
 THENCE (829) South 8°43'33" West, 28.23 feet to a point of non-tangency;
 THENCE (830) South 8°56'20" West, 28.14 feet to a point of non-tangency;
 THENCE (831) South 9°03'05" West, 28.04 feet to a point of non-tangency;
 THENCE (832) South 9°20'19" West, 27.93 feet to a point of non-tangency;
 THENCE (833) South 10°22'10" West, 27.94 feet to a point of non-tangency;
 THENCE (834) South 11°20'16" West, 27.95 feet to a point of non-tangency;
 THENCE (835) South 12°10'54" West, 27.97 feet to a point of non-tangency;
 THENCE (836) South 12°53'57" West, 27.99 feet to a point of non-tangency;
 THENCE (837) South 13°29'41" West, 28.02 feet to a point of non-tangency;
 THENCE (838) South 13°57'58" West, 28.04 feet to a point of non-tangency;
 THENCE (839) South 14°18'53" West, 28.05 feet to a point of non-tangency;
 THENCE (840) South 14°32'27" West, 28.06 feet to a point of non-tangency;
 THENCE (841) South 14°38'39" West, 28.07 feet to a point;
 THENCE (842) South 14°37'35" West, 28.07 feet to a point of non-tangency;
 THENCE (843) South 14°29'03" West, 28.06 feet to a point of non-tangency;
 THENCE (844) South 14°13'21" West, 28.05 feet to a point of non-tangency;

THENCE (845) South 13°50'05" West, 28.03 feet to a point of non-tangency;
 THENCE (846) South 13°19'39" West, 28.01 feet to a point of non-tangency;
 THENCE (847) South 12°41'37" West, 27.99 feet to a point of non-tangency;
 THENCE (848) South 11°56'15" West, 27.97 feet to a point of non-tangency;
 THENCE (849) South 11°03'25" West, 27.95 feet to a point of non-tangency;
 THENCE (850) South 9°41'21" West, 27.95 feet to a point of non-tangency;
 THENCE (851) South 7°55'40" West, 27.97 feet to a point of non-tangency;
 THENCE (852) South 6°25'00" West, 28.01 feet to a point of non-tangency;
 THENCE (853) South 5°09'31" West, 28.04 feet to a point of non-tangency;
 THENCE (854) South 4°09'03" West, 28.07 feet to a point of non-tangency;
 THENCE (855) South 3°23'31" West, 28.07 feet to a point of non-tangency;
 THENCE (856) South 2°52'48" West, 28.06 feet to a point of non-tangency;
 THENCE (857) South 2°36'47" West, 28.03 feet to a point of non-tangency;
 THENCE (858) South 2°04'00" West, 23.92 feet to a point;
 THENCE (859) South 2°04'01" West, 4.08 feet to a point of non-tangency;
 THENCE (860) South 0°16'21" East, 28.11 feet to a point of non-tangency;
 THENCE (861) South 1°56'45" East, 28.21 feet to a point of non-tangency;
 THENCE (862) South 2°40'05" East, 28.24 feet to a point of non-tangency;
 THENCE (863) South 2°27'01" East, 28.19 feet to a point of non-tangency;
 THENCE (864) South 1°17'10" East, 28.06 feet to a point of non-tangency;
 THENCE (865) South 0°50'52" West, 27.87 feet to a point of non-tangency;
 THENCE (866) South 3°58'43" West, 27.69 feet to a point of non-tangency;
 THENCE (867) South 8°36'27" West, 27.64 feet to a point of non-tangency;
 THENCE (868) South 14°58'57" West, 27.97 feet to a point of non-tangency;
 THENCE (869) South 20°07'17" West, 28.30 feet to a point of non-tangency;
 THENCE (870) South 23°56'04" West, 28.42 feet to a point of non-tangency;
 THENCE (871) South 26°33'45" West, 28.20 feet to a point of non-tangency;
 THENCE (872) South 29°09'13" West, 27.87 feet to a point of non-tangency;
 THENCE (873) South 32°34'06" West, 27.99 feet to a point of non-tangency;
 THENCE (874) South 46°01'35" East, 1,469.46 feet;

Containing 302,967,138.53 square feet, more or less [VALUE IS GRID AREA].

Area B:

[Being a metes and bounds description of the Certificate of Convenience and Necessity (CCN)
 of Markout WSC in the Abstract Survey Nail, A. A-355, within Kaufman County, Texas.
 Begin 3,792.64' South, 5,799.75' East of northern corner of Double R Land Co. property (Parcel ID:
 10423)]:

THENCE (1) South 1°23'40" East, 562.11 feet to a point of non-tangency;
 THENCE (2) North 38°59'47" West, 0.16 feet to a point of non-tangency;
 THENCE (3) North 37°51'47" West, 13.66 feet to a point of non-tangency;
 THENCE (4) North 36°45'10" West, 13.60 feet to a point of non-tangency;
 THENCE (5) North 35°34'08" West, 13.54 feet to a point of non-tangency;
 THENCE (6) North 34°18'35" West, 13.49 feet to a point of non-tangency;
 THENCE (7) North 32°58'42" West, 13.44 feet to a point of non-tangency;
 THENCE (8) North 31°34'17" West, 13.40 feet to a point of non-tangency;
 THENCE (9) North 30°05'40" West, 13.36 feet to a point of non-tangency;

THENCE (10) North 28°32'26" West, 13.33 feet to a point of non-tangency;
 THENCE (11) North 26°45'07" West, 13.31 feet to a point of non-tangency;
 THENCE (12) North 23°29'15" West, 13.26 feet to a point of non-tangency;
 THENCE (13) North 20°03'28" West, 13.25 feet to a point of non-tangency;
 THENCE (14) North 16°51'21" West, 13.28 feet to a point of non-tangency;
 THENCE (15) North 13°53'51" West, 13.36 feet to a point of non-tangency;
 THENCE (16) North 11°11'43" West, 13.45 feet to a point of non-tangency;
 THENCE (17) North 8°44'53" West, 13.57 feet to a point of non-tangency;
 THENCE (18) North 6°33'18" West, 13.71 feet to a point of non-tangency;
 THENCE (19) North 4°36'47" West, 13.84 feet to a point of non-tangency;
 THENCE (20) North 2°54'32" West, 13.98 feet to a point of non-tangency;
 THENCE (21) North 1°26'14" West, 14.12 feet to a point of non-tangency;
 THENCE (22) North 0°11'11" West, 14.24 feet to a point of non-tangency;
 THENCE (23) North 0°50'57" East, 14.36 feet to a point of non-tangency;
 THENCE (24) North 1°40'47" East, 14.46 feet to a point of non-tangency;
 THENCE (25) North 2°18'54" East, 14.55 feet to a point of non-tangency;
 THENCE (26) North 2°45'20" East, 14.62 feet to a point of non-tangency;
 THENCE (27) North 3°00'36" East, 14.67 feet to a point of non-tangency;
 THENCE (28) North 3°04'42" East, 14.70 feet to a point of non-tangency;
 THENCE (29) North 2°57'48" East, 14.71 feet to a point of non-tangency;
 THENCE (30) North 2°39'53" East, 14.70 feet to a point of non-tangency;
 THENCE (31) North 2°10'56" East, 14.67 feet to a point of non-tangency;
 THENCE (32) North 1°30'39" East, 14.62 feet to a point of non-tangency;
 THENCE (33) North 0°38'47" East, 14.56 feet to a point of non-tangency;
 THENCE (34) North 0°24'51" West, 14.49 feet to a point of non-tangency;
 THENCE (35) North 1°40'41" West, 14.40 feet to a point of non-tangency;
 THENCE (36) North 3°09'11" West, 14.31 feet to a point of non-tangency;
 THENCE (37) North 4°50'37" West, 14.21 feet to a point of non-tangency;
 THENCE (38) North 6°45'34" West, 14.12 feet to a point of non-tangency;
 THENCE (39) North 8°54'00" West, 14.03 feet to a point of non-tangency;
 THENCE (40) North 11°16'30" West, 13.95 feet to a point of non-tangency;
 THENCE (41) North 13°52'47" West, 13.90 feet to a point of non-tangency;
 THENCE (42) North 15°44'06" West, 13.88 feet to a point of non-tangency;
 THENCE (43) North 16°11'23" West, 13.88 feet to a point of non-tangency;
 THENCE (44) North 16°36'56" West, 13.89 feet to a point of non-tangency;
 THENCE (45) North 17°01'40" West, 13.89 feet to a point of non-tangency;
 THENCE (46) North 17°25'43" West, 13.90 feet to a point of non-tangency;
 THENCE (47) North 17°48'46" West, 13.90 feet to a point of non-tangency;
 THENCE (48) North 18°10'59" West, 13.91 feet to a point of non-tangency;
 THENCE (49) North 18°32'36" West, 13.92 feet to a point of non-tangency;
 THENCE (50) North 18°53'09" West, 13.93 feet to a point of non-tangency;
 THENCE (51) North 19°13'00" West, 13.93 feet to a point of non-tangency;
 THENCE (52) North 19°31'53" West, 13.94 feet to a point of non-tangency;
 THENCE (53) North 19°50'10" West, 13.95 feet to a point of non-tangency;
 THENCE (54) North 20°07'22" West, 13.96 feet to a point of non-tangency;
 THENCE (55) North 20°24'00" West, 13.96 feet to a point of non-tangency;
 THENCE (56) North 20°39'43" West, 2.94 feet to a point of non-tangency;
 THENCE (57) South 44°42'18" East, 206.95 feet;

Containing 47,130.74 square feet, more or less [VALUE IS GRID AREA].

Area C:

[Being a metes and bounds description of the Certificate of Convenience and Necessity (CCN) of Markout WSC at the point of intersection of FM 740 and Pecan Lane, thence 45' East thence 58' North]:

THENCE (1) South 46°12'20" East, 4,421.61 feet to a point of non-tangency;
 THENCE (2) South 44°13'42" West, 265.16 feet to a point of non-tangency;
 THENCE (3) North 43°55'50" West, 9.53 feet to a point of non-tangency;
 THENCE (4) South 44°23'59" West, 1,116.69 feet to a point of non-tangency;
 THENCE (5) South 35°46'48" East, 12.64 feet to a point of non-tangency;
 THENCE (6) South 44°28'49" West, 457.98 feet to a point of non-tangency;
 THENCE (7) North 50°09'28" West, 11.30 feet to a point of non-tangency;
 THENCE (8) South 44°23'51" West, 1,279.29 feet to a point of non-tangency;
 THENCE (9) South 37°49'11" East, 10.53 feet to a point of non-tangency;
 THENCE (10) South 44°19'46" West, 846.48 feet to a point of non-tangency;
 THENCE (11) North 46°10'57" West, 3,516.29 feet to a point of non-tangency;
 THENCE (12) North 38°03'06" East, 1,627.31 feet to the beginning of a curve concave southeasterly, said curve has a radius of 326.70 feet;
 THENCE (13) northeasterly along said curve through a central angle of 40°36'26" an arc distance of 231.54 feet to a point of non-tangency;
 THENCE (14) North 77°48'01" East, 367.97 feet to the beginning of a curve concave northwesterly, said curve has a radius of 320.41 feet;
 THENCE (15) northeasterly along said curve through a central angle of 67°24'38" an arc distance of 376.97 feet to a point of non-tangency;
 THENCE (16) North 8°48'11" East, 29.08 feet to a point of non-tangency; THENCE (17) North 10°25'23" East, 1,730.48 feet:

Containing 14,688,602.98 square feet, more or less [VALUE IS GRID AREA].

This boundary survey does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

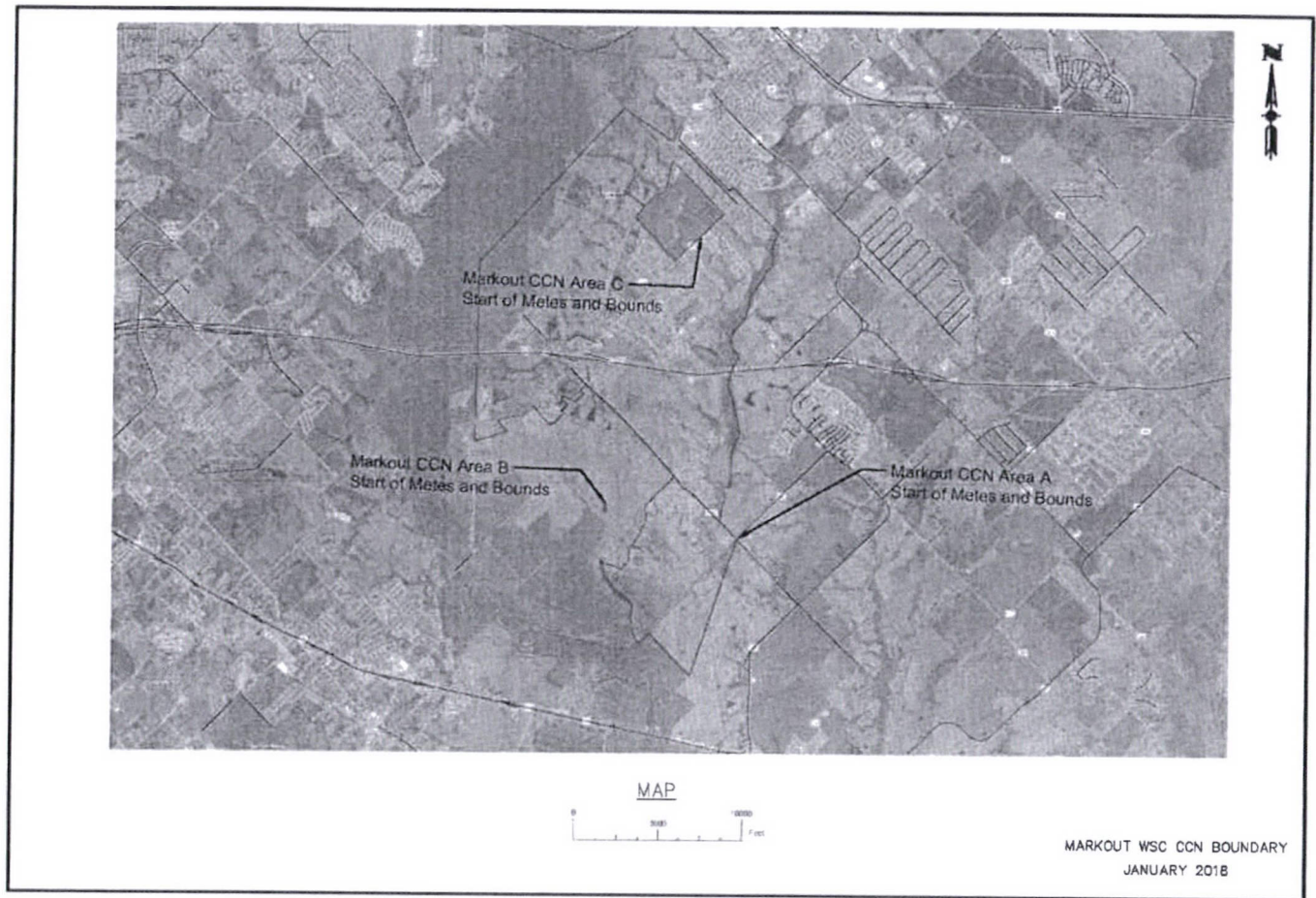
III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, WRS-255, maintained in the offices of the Public Utility Commission, Austin, Texas with all attendant privileges and obligations.

This certificate is issued under Application No. 30999-C and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Date: January 2018

MAP OF CCN AREA



SECTION E. SERVICE RULES AND REGULATIONS

1. Activation of Standard Service.

- a. **New Tap** – The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. Any debt owed to the Corporation and all fees shall be paid or a deferred payment contract signed in advance of installation. (16 TAC 24.86 (a)(1)(A))
- b. **Re-Service** – On property where service previously existed, the Corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges, seasonal reconnect fee as appropriate, and other applicable costs necessary to restore service.
- c. **Performance of Work** – All tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all requirements for service have been met. The tap for a standard service request shall be completed within five (5) working days after requirements for service have been met. This time may be extended for installation of equipment for Non-Standard Service Request. (16 TAC 24.85(a)(4), See Section F.)
- d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device required by the Corporation. (30 TAC 290.46(j); Section I. Service Application and Agreement)

2. Activation of Non-Standard Service.

Activation of Non-Standard Service shall be conducted as prescribed by terms of Section F. of this Tariff.

3. Applicant's or Transferee's Recourse.

In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant, in writing, on the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.

4. Back-billing.

If a member/customer is undercharged the Corporation may back-bill the member/customer. Back-billing may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined this tariff (See 16 TAC Section 24.87 (h)). If the underbilling is \$25 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the underbilling.

5. Bill Adjustment.

- a. **Due to Meter Error.** The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G. of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as four (4) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test. (See Section J. Miscellaneous Transaction Forms.)
- b. **Due to Estimated Billing.** If the Corporation has estimated usage because the Corporation is

unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster; or because access is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined. (See Section E. 20. (a.)).

6. **Billing Cycle Changes.** The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.
7. **Changes in Service Classification.** If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, Section E. 11 a.
8. **Charge Distribution and Payment Application.**
 - a. The Base Rate is for the billing period from the 15th day of the month to the 14th day of the following month (or reading day to the day prior to the subsequent reading day if meters are not read on the 15th of the month). Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the 26th of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
 - b. Gallonage Charge shall be billed at the rate specified in Section G. and billing shall be calculated in one hundred (100) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
 - c. Posting of Payments – All payments shall be posted against previous balances and late fees prior to posting against current billings. When a partial payment is made for a current billing, and charges other than water exist, the payment will be posted against the water charge first and the TCEQ surcharge second with any remaining monies being applied by date to other charges.
 - d. Forms of Payment: The Corporation will accept the following forms of payment: personal check, cashier's check, money order, credit card, or automatic debit on customer's bank account. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation will not assess the credit card processing fee associated with Credit Card payments to those customers which make payment by credit card in accordance with consumer laws. If a third-party website is used to process credit cards, that site may charge a fee to the consumer.
9. **Deferred Payment Agreement.** The Corporation may offer a deferred payment plan to a Member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any late penalty fees or interest on the monthly balance to be determined as per agreement. (See Miscellaneous Transaction Forms) Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid. In the event the requestor is a tenant of rental property, the Corporation shall notify the owner/member of the deferred payment agreement.

10. Denial of Service. The Corporation may deny service for any of the following reasons:

- a. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
- b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
- c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
- d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
- e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;
- f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested;
- g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;
- h. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code;
- i. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see E 1. b.)

11. Disconnection of Service Rules The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section. For the purposes of disconnecting sewer service under these policies, water service will be terminated in lieu of disconnecting sewer service. In instances of nonpayment of sewer service or other violations by a Member who is not a water customer, the Corporation has the option to disconnect the sewer tap or take other appropriate actions.

- a. **Disconnection with Notice** – Water utility service may be disconnected for any of the following reasons after proper notification has been given.
 - 1) **Returned Checks** – The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (see Miscellaneous Transaction Forms) Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a "cash-only" basis for a period of 12 months. **NOTE:** "cash only," means certified check, money order, or cash.
 - 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E.10. i., or failure to comply with the terms of a deferred payment agreement (see Section J - Miscellaneous Transaction Forms);
 - 3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;

- 4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff (including, where appropriate, Section H), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
- 5) Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- 6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
- 7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
- 8) Failure to pay for sewer utility service or solid waste service provided by City of Forney pursuant to the Corporation's Agreement with the City of Forney. (See Miscellaneous Transaction Forms for sewer utility service agreement: 16 TAC 24.88(e), 24.87(g); Texas Water Code 13.147, 13.250(b)(2)).
- 9) Cancellation of membership by Member on an account that the Member holds for water/sewer service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. (Note: The cancellation of membership must be in writing and signed by the Member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LESSEES.)
- 10) Violation of any applicable regulation or pertaining to on-site sewage disposal systems if the Corporation has been requested in writing to disconnect service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.
- 11) Failure to pay charges arising from service trip fee as defined in Section G. 15., meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading. (See Section G. 27.)
- 12) Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water or sewer lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.
- 13) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See E. 24. of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.

- b. **Disconnection Without Notice** – Water utility service may be disconnected without notice for any of the following conditions:
- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
 - 2) A line leak on the member's side of the meter is considered a potentially hazardous condition under paragraph b. 1. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service. (See Section E. 13. a.)
 - 3) Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
 - 4) In instances of tampering with the Corporation's meter/sewer tap or equipment, by-passing the meter or equipment, or other diversion of water or sewer service. **NOTE:** Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
- c. **Disconnection Prohibited** – Utility service may not be disconnected for any of the following reasons:
- 1) Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service;
 - 2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
 - 3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 - 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
 - 5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters Subsection E. 14. of this Tariff.
 - 6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.
- d. **Disconnection on Holidays and Weekends** – Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the

purpose of making collections and reconnecting service.

- e. **Disconnection Due to Utility Abandonment** – The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the PUC.
- f. **Disconnection for Ill Customers** – The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the Member or tenant enters into a Deferred Payment Agreement (see Miscellaneous Transaction Forms). The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.
- g. **Disconnection of Master-Metered Accounts and Non-Standard Sewer Services** – When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:
 - 1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
 - 2) At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post at notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
 - 3) The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** – When an applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff, service may be terminated with notice.

12. Disputed Bills. In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall investigate as required by the particular case, and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill, otherwise, the late penalty will still apply.

13. Due Dates, Delinquent Bills, and Service Disconnection Date.

- a. The Corporation shall mail all bills on or about the 26th of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. The time for payment by a political subdivision may be different than your regular due date. (See Texas Government Code 2251.021) A bill is delinquent if not paid by close of business on the due date. Payments made by mail will be considered late if postmarked after the past due date. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or

holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

- b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.
- c. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15-day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Sections 182.001 - 182.005) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.
- d. All insufficient fund checks, accounts closed or money orders that have had a “stop payment order” issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.

14. Inoperative Meters. Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

15. Insufficient Grounds for Refusal of Service. The following shall not constitute sufficient cause for the refusal of service to an Applicant:

- a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of the Corporation’s rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
- d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service;
- e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

16. Line Extension Reimbursement. An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the capital outlay to extend service to that area. (See Miscellaneous Transaction Forms)

17. Master Metered Account Regulations. An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a “master metered account” and complies with the requirements set forth in PUC rules, this Tariff and applicable law. The Corporation may allow master metering and/or non-standard sewer service to these facilities at an Applicant’s request. (16 TAC (24.124(e)(1)).

18. Members and Renters. Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the Member as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall be required to sign an Alternate Billing Agreement if the Member requests that the tenant be billed for utility service. (See Miscellaneous Transaction Forms.) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge (see Miscellaneous Transaction Forms).

If at any time the member requests that membership be canceled thereby discontinuing service to an occupied rental property, the Corporation shall provide written notice to the tenant(s) a minimum of five (5) days prior to the scheduled disconnection date.

19. Membership.

- a. **Eligibility** - Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership** - Upon qualification for service, qualification for Membership, payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water/sewer utility service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code Section 67.016) **NOTE (1):** In the event that the Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines (see Sample Application Packet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. **NOTE (2):** In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See Section C - Definitions, Section E. 26., G. 4., and Section J - Miscellaneous Forms - CSI Certificate)
- c. **Transfer of Membership.** - (Texas Water Code Section 67.016)
 - 1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:
 - (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
 - (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or

- (c) The Membership is transferred without compensation or by sale to the Corporation; or
 - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
- 2) In the event that Membership is transferred pursuant to the provisions of Subsection 9 c. (1) of this Section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by Subsection 19 c. 1 of this Section and Subsection 19. C. 3. of this section.
- 3) Qualifications for service upon transfer of Membership set forth in Subsection 19 c. (1) and 19 c. (2) of this Section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
 - (a) The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;
 - (b) The membership has not been fully or partially liquidated; and
 - (c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
- 4). If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10th day according to disconnection with notice requirements. Additional time may be allowed at the directions of the manager or board.
- d. **Cancellation of Membership** – To keep a Membership in good standing, a Base Rate must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service Subsection E 7. of this Tariff. (Texas Water Code Section 67.016)
- e. **Liquidation Due To Delinquency** –When the amount of the delinquent charges owed by the Member equals or exceeds the Membership Fee, the Membership Fee shall be liquidated and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (see Tariff Section E, Subsection 11. a. and Activation of Service Subsection E. 1. b. of this Tariff). The Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service Subsection E 7. of this Tariff.

- f. **Cancellation Due To Policy Non-Compliance** – The Corporation may cancel a Membership anytime a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code Section 67.016)
- g. **Re-assignment of Canceled Membership.**
 - 1) The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.
 - 2) The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.
- h. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** – Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of Section E 11. of this Tariff, with a copy of the notice to the bankruptcy Trustee.
- i. **Cancellation and Re-Assignment of Membership as a Result of Divorce (or Dissolution of Joint Tenancy)** – The Corporation shall transfer the membership to a spouse (or joint tenant) who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) requesting transfer, such as final divorce decree, temporary court order, or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

20. Member's Responsibility.

- a. The Member shall provide access to the meter or sewer tap location as per the easement and/or service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- b. The Member shall be responsible for compliance with all utility, local, and state codes,