

This Agenda is posted pursuant to Chapter 551, Texas Government Code

**Matters to Come Before a Meeting of the Board of Directors
of Tarrant Regional Water District**

To Be Held the 18th Day of November 2025 at 9:00 a.m.

**Front Doors to the Main Admin Building at 800 East Northside Drive Will Open to
the Public at 8:30 a.m. and Close Fifteen (15) Minutes After the Meeting Adjourns**

**TRWD Board Room
800 East Northside Drive
Fort Worth, Texas 76102**

**PLEASE BE ADVISED THAT A QUORUM OF THE BOARD OF DIRECTORS OF TRWD
WILL CONVENE ON THE ABOVE DATE AND TIME FOR THE PURPOSE OF
CONSIDERING AND ACTING UPON THE MATTERS SET FORTH IN THIS AGENDA.
THE LINK TO VIEW AND LISTEN TO THE MEETING VIA INTERNET IS
<HTTPS://WWW.TRWD.COM/BOARDVIDEOS>. A RECORDING OF THE MEETING
WILL ALSO BE AVAILABLE AT <HTTPS://WWW.TRWD.COM/BOARDVIDEOS>.**

- 1. Pledges of Allegiance**
- 2. Public Comment**

Citizens may present public comment at this time, limited to a total time of three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is a total time of six (6) minutes. Each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. By law, the Board may not deliberate, debate, or take action on public comment but may place the item on a future agenda.

- 3. Consider Approval of the Minutes from the Meeting Held on October 21, 2025**
- 4. Consider Approval of Change Order with Traylor-Sundt Joint Venture for Access Manway Modifications of Integrated Pipeline Section 19 Long Tunnel Crossings of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
- 5. Consider Approval of Change in Calculation of Retainage to Traylor-Sundt Joint Venture for Section 19 Long Tunnel of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**

6. **Consider Approval of Contract Amendment with Brown and Gay Engineers, Inc. for Construction Phase Engineering Services for Section 19-1 Pipeline Projects of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
7. **Consider Approval of Contract Amendment with Steel Inspectors of Texas, Inc. for Construction Materials Inspection and Testing Services for Multiple Section 19 Pipeline Projects of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
8. **Consider Approval of Task Order Contract with TEAM Consultants, Inc. for Construction Materials Inspection and Testing Services for Section 19 Micro-Tunneling Project of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
9. **Consider Approval of Purchase from Multiplex Manufacturing Company for Combination Air Release/Vacuum Valves with Anti-Slam Devices - Darrell Beason, Chief Operations Officer**
10. **Consider Approval of Capital Fleet Expenditures - Darrell Beason, Chief Operations Officer**
11. **Consider Ratification of Revised TRWD Participation Agreement - Susan Alanis, Panther Island Program Director**
12. **Consider Approval of a Management and Improvement Services Agreement with City of Fort Worth for the Panther Island Public Improvement District - Susan Alanis, Panther Island Program Director**
13. **Consider Approval of List of Qualified External Counsel to Provide Legal Services to the District - Stephen Tatum, General Counsel**
14. **Presentations**
 - **Water Resources - Rachel Ickert, Chief Engineering Officer**
15. **Executive Session under Texas Government Code:**

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and

Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property; and

Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the General Manager Compensation Package

- 16. Consider Approval of New Board-Approved Property Tax Exemption Request Policy - Stephen Tatum, General Counsel**
- 17. Consider Request from the Development Corporation of Tarrant County For a Property Tax Exemption for Cobblestone Manor - Stephen Tatum, General Counsel**
- 18. Discuss and Consider Approval of General Manager Compensation Package for the Remainder of 2025 and 2026 - Kathryn Long, Partner, Thompson & Horton, LLC, and Stephen Tatum, General Counsel**
- 19. Future Agenda Items**
- 20. Schedule Next Board Meeting**
- 21. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 21st DAY OF OCTOBER 2025 AT 9:00 A.M.

The call of the roll disclosed the presence of the Directors as follows:

Present
Leah King
Paxton Motheral
C.B. Team
Skylar O'Neal
Johnathan Killebrew

Also present were Dan Buhman, Alan Thomas, Chris Akers, Susan Alanis, Darrell Beason, Lisa Cabrera, Jason Gehrig, Kelly Harper, Natasha Hill, Zachary Huff, Rachel Ickert, Laramie LaRue, Chad Lorance, Mick Maguire, Sandy Newby, Carol Tackel, Stephen Tatum, and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

All present were given the opportunity to join in reciting the Pledges of Allegiance to the U.S. and Texas flags.

2.

Public comment was received from Eric Crile, who spoke regarding Tarrant Appraisal District.

3.

Director Team moved to approve the minutes from the meetings held on September 10, 2025, and September 16, 2025. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Team moved to approve the consent agenda. Consent agenda items include the following capital expenditures:

- 1) Purchase of one (1) Heavy Duty Haul Trailer from Kirby-Smith Machinery, in the amount of \$361,763.
- 2) Purchase of one (1) Heavy Duty Tractor with Boom Mower from Tiger Corp/Bane Machinery in the amount of \$219,962.90.
- 3) Purchase of one (1) Commercial Remote Controlled Slope Mower from Kinloch Equipment & Supply in the amount of \$69,665.
- 4) Purchase of two (2) Surveillance Camera Towers from Wanco in the amount of \$59,500.
- 5) Purchase of one (1) Heavy Duty Tandem Axle Dump Truck from Texas Kenworth Co. LLC in the amount of \$210,566.48.
- 6) Purchase of one (1) Heavy Duty 4wd Tractor with Cab from United AG & Turf in the amount of \$138,994.72.
- 7) Purchase of two (2) 4wd Crew Cab Utility Vehicles from Polaris Sales Inc. in the amount of \$29,362.44.
- 8) Purchase of one (1) Heavy Duty 24kwh EV 60" Zero Turn from LSM Outdoor Power in the amount of \$21,999.99.
- 9) Purchase of one (1) 25' Tandem Axle Trailer from North Texas Trailers in the amount of \$11,495.49.
- 10) Purchase of one (1) Center Console Watercraft from Bass Pro Shop in the amount of \$24,739.55.

Funding for these items is included in the Fiscal Year 2026 General Fund Budget and the Fiscal Year 2026 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of management, Director Team moved to approve a

contract in an amount not-to-exceed \$681,310 with J&S Valve Inc. to manufacture, assemble, and deliver five (5) 60-inch diameter butterfly valves, including one (1) to upsize and replace the City of Arlington's JFK Water Treatment Plant tap off the Cedar Creek pipeline and four (4) for the Joint Pipeline Sections 1 & 6 project. Funding for this item is included in the Bond Fund. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against.

6.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$4,482,355 with Val-Matic Valve & Mfg. Corp. to manufacture, assemble, and deliver eleven (11) large diameter butterfly valves ranging in size from 72-inch to 108-inch diameter. These include two (2) 72-inch, two (2) 84-inch, three (3) 90-inch, one (1) 102-inch, and three (3) 108-inch diameter butterfly valves. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Killebrew moved to approve a professional services agreement in an amount not-to-exceed \$532,285 with Freese and Nichols, Inc. for the Mary's Creek Flood Control Reservoir Feasibility Assessment to advance the conceptual flood mitigation strategy identified in the Upstream Flood Mitigation Analysis study. Funding for this item is included in the Fiscal Year 2026 General Fund Budget . Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Team moved to approve a contract in the amount of \$366,477.47 with Weaver Excavating & Septic LLC, to remove, haul and spread 30K cubic yards of silt from Sedimentation Pond #1 and #2 at the George Shannon Wetlands to the District's Trinity River Pump Station compound. Funding for this item is included in the Fiscal Year 2026 Revenue Fund Budget. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, Director O'Neal moved to approve changes to TRWD's Fair Opportunities Purchasing and Contracting Policy to ensure compliance with changes to federal law. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

10.

The Board of Directors discussed proposed revisions and updates to the TRWD General Ordinance, the means by which the District regulates activity on land and water it controls.

11.

With the recommendation of management, the District's financial advisors and bond counsel, Director Motheral moved to approve a approval of a resolution authorizing the issuance, sale, and delivery of the Tarrant Regional Water District, a Water Control and Improvement district, Water Revenue ECP Series A Refunding Bonds, pledging revenues for the payment of the bonds, approving an official statement, and authorizing other instruments and procedures relating thereto. Director O'Neal seconded the motion,

and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, the District's financial advisors and bond counsel, Director Motheral moved to approve a resolution authorizing the issuance of Tarrant Regional Water District, a Water Control and Improvement District, Unlimited Tax Refunding Bonds; Levying an Ad Valorem Tax in support of the Bonds; establishing the procedures of selling and delivering the bonds; and authorizing other matters related to the issuance of the bonds. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Team moved to accept a grant in the amount of \$20,000 from Texas Parks and Wildlife Foundation to benefit Eagle Mountain Park. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

14.

Presentations

- Water Resources presented by Rachel Ickert, Chief Engineering Officer
- Communications and Community Outreach Department Awards presented by Mick Maguire, Chief Administrative Officer

The Board of Directors recessed for a break from 9:49 a.m. to 9:55 a.m.

15.

The Board next held an Executive Session commencing at 9:55 a.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in

Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code; and Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property Related to (1) Panther Island, and (2) the Mary's Creek Indirect Water Re-Use Pipeline Project; and Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the Annual General Manager Performance Review.

Upon completion of the executive session at 11:48 a.m., the President reopened the meeting.

16.

There were no future agenda items approved.

17.

The next board meeting was scheduled for November 18, 2025.

18.

There being no further business before the Board of Directors, the meeting was adjourned.

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: November 18, 2025

SUBJECT: Consider Approval of Change Order with Traylor-Sundt Joint Venture for Access Manway Modifications of Integrated Pipeline Section 19 Long Tunnel Crossings of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a change order **in the amount of \$244,526.27** with Traylor-Sundt Joint Venture for Access Manway Modifications of IPL Section 19 Long Tunnel Crossings (PL19TUN) funded 100 percent by Dallas. The current contract price is \$221,719,064.90 and the revised total not to exceed contract price, including this change order, will be \$221,963,591.17

DISCUSSION:

The purpose of this Change Order is to modify the standard access manway vaults at the following three locations: Cedar Creek Tunnel launch shaft (Sta 105+90), Cedar Creek Tunnel retrieval shaft (Sta 157+08) and Hollywood Lake Tunnel retrieval shaft (Sta 751+15).

The Integrated Pipeline standard access manway consists of a circular 84-inch diameter vault and circular lid without permanent ladders for access. Access manways are usually installed at a maximum depth of 12 feet and employ a standard, portable ladder to gain access to the pipeline. The depth to the access manways at these three proposed locations exceeds 20 feet, making it extremely difficult to gain safe access to the pipeline. Operational staff will have safer access to enter the pipeline by modifying these access manways to 96-inch square vaults with square lids and permanent ladders and landings.

Management also requests that the General Manager or his designee be granted authority to execute all documents associated with the contract described herein.

The Recommendation by Staff and Tabulation of Change Order Items are attached.

This item was reviewed by the Construction and Operations Committee on November 12, 2025.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

To: Ed Weaver

From: Charles Cameron

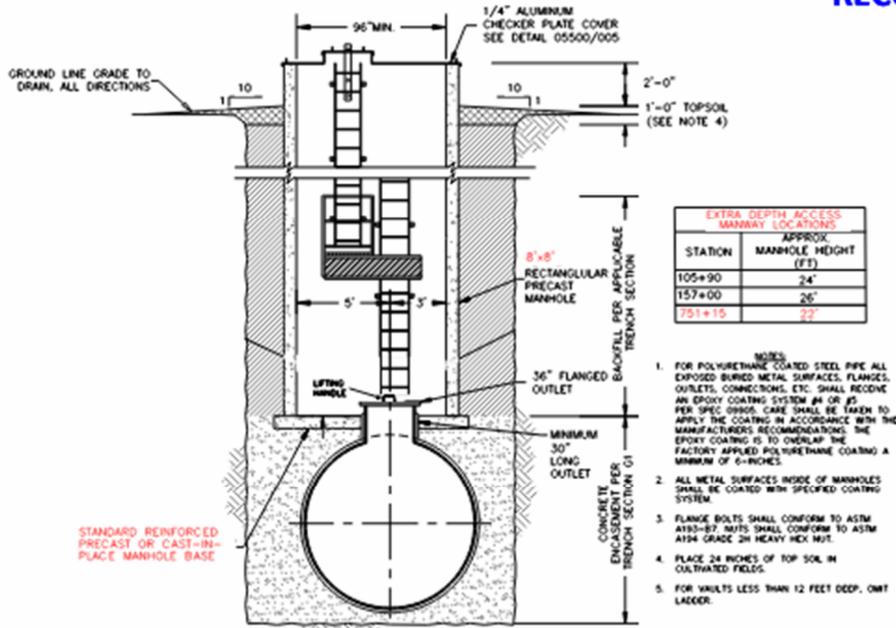
Copy: Coy Veach, Robert Allen

Date: November 18, 2025

Subject: Recommendation for Approval of Change Order 00017 for PL19TUN of the Integrated Pipeline Project.

We have prepared Change Order 0017 for Modifications to the Contract Documents for the long tunnel project. This Change Order represents a net increase in the Contract Price in the amount of 244,526.27. Descriptions for the Change Order Item and the reason for the change is shown in the attached Tabulation of Change Order Items. This Change Order also adds 15 additional days to the contract.

It is recommended that authorization be given to execute Change Order 0017 for PL19TUN of the Integrated Pipeline Project for a net increase in Contract Price in the amount of 244,526.27. The total contract value, including this Change Order, will be \$221,963,591.17.



EXTRA DEPTH ACCESS MANWAY LOCATIONS	
STATION	APPROX. MANHOLE HEIGHT (FT)
105+90	24'
157+00	26'
751+15	22'

- NOTES**
- FOR POLYURETHANE COATED STEEL PIPE ALL EXPOSED BURIED METAL SURFACES, FLANGES, OUTLETS, CONNECTIONS, ETC. SHALL RECEIVE AN EPOXY COATING SYSTEM AS PER SPEC ORDERS. CARE SHALL BE TAKEN TO APPLY THE COATING IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE EPOXY COATING IS TO OVERLAP THE FACTORY APPLIED POLYURETHANE COATING A MINIMUM OF 6-INCHES.
 - ALL METAL SURFACES INSIDE OF MANHOLES SHALL BE COATED WITH SPECIFIED COATING SYSTEM.
 - FLANGE BOLTS SHALL CONFORM TO ASTM A193-B7 NUTS SHALL CONFORM TO ASTM A194 GRADE 2H HEAVY HEX NUT.
 - PLACE 24 INCHES OF TOP SOIL IN CULTIVATED FIELDS.
 - FOR VAULTS LESS THAN 12 FEET DEEP, OMIT LADDER.

MODIFIED ACCESS MANWAY AT CEDAR CREEK AND HOLLYWOOD LAKE TUNNELS

02640
006A NOT TO SCALE

Proposed Access Configuration for Three Deep Personnel Access Locations

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: November 18, 2025

SUBJECT: Consider Approval of Change in Calculation of Retainage to Traylor-Sundt Joint Venture for Section 19 Long Tunnel of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends a change in the calculation of the retainage being held for Traylor-Sundt Joint Venture to 2% of the contract price. All remaining contract payments are to be made in full. However, any additional changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule and final contract amount.

DISCUSSION:

Much of the cost and risk associated with the PL19TUN project is associated with the tunneling and shaft excavation. Traylor-Sundt Joint Venture (TSJV) has completed the shaft excavation, tunnel mining, tunnel pipe installation and annular grouting for all five of the project long tunnels. Over 98 percent of the adjacent opencut pipe and associated appurtenances are installed and 95 percent of the right-of-way is restored. TSJV has also completed the installation of the 84" butterfly valve vault and valve installation. The primary remaining work is the Royal Blvd launch shaft tie in. TSJV has provided proof that all subcontractors have been paid to date.

The total current contract price is \$221,963,591.17 with total retainage in the amount of \$11,098,179.56 being held to date. TSJV's project performance has been and is satisfactory to date. TSJV is working toward a December 2025 substantial completion and planned on schedule Final Completion in February 2026.

TSJV has provided written consent of its Surety to the reduction in retainage. Total retainage held to date is \$ 11,098,179.56. Integrated Pipeline Project Staff is requesting permission to hold retainage equal to 2% of the Contract Price, a total of \$4,439,271.82.

The Recommendation by Staff to change the calculation of the retainage being held and Consent of Surety to Reduction in Retainage are attached.

Management additionally requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

This item was reviewed by the Construction and Operations Committee on November 12, 2025.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Charles Cameron

COPY: Coy Veach, Robert Allen

DATE: November 18th, 2025

SUBJECT: Recommendation for Approval of a Change in Calculation of Retainage for Section 19 Long Tunnel of the Integrated Pipeline Project being constructed by Traylor-Sundt Joint Venture.

Traylor-Sundt Joint Venture will reach the Substantial Completion milestone for the referenced project in December 2025. In accordance with the terms of the Agreement, the District can, under these circumstances, change the calculation of the retainage being held hold retainage to the amount representing 2% of the total Contract Price if they determine that the amount retained is adequate for the protection of the District.

Traylor-Sundt Joint Venture's performance has been satisfactory to date and Traylor-Sundt Joint Venture has provided written consent of its Surety to the reduction in retainage.

The current Contract Price and amount subject to retainage is \$ 221,963,591.17. The District currently holds a total of \$ 11,098,179.56. It is recommended that District hold retainage in the amount representing 2% of the total Contract Price, a total of \$4,439,271.82 until the Project is complete and make adjustments to this amount if any changes are made to the Contract Price by Change Order or alternate base bid work for the Project.

The Consent of Surety to Reduction in Retainage is attached.



2294 Forehand Rd, Trinidad, TX 75163

November 5, 2025

Mr. Eddie Weaver
IPL Program Director
Tarrant Regional Water District

IPL Program Management Office
804 E. Northside Dr.
Fort Worth, TX 76102

RE: PL19TUN – Request for Partial Release of Retainage

Dear Mr. Weaver:

Traylor-Sundt Joint Venture (TSJV) requests consideration for a partial, early release of retainage currently withheld on the PL19TUN contract. At present, TSJV has completed over 98.7% of the base contract value with over \$11 million withheld as retainage and only \$2.6 million remaining to bill. As we approach full completion of the project, we believe the significant progress and high performance of the team warrants this consideration.

Much of the cost and risk of the PL19TUN contract resides in the tunnelling and shaft work. All tunnels have been successfully completed with no outstanding issues. In addition, over 99% of permanent pipe has been installed and accepted. There are no outstanding Defective Work Notices (DWNs) and TSJV has a proven track record of correcting any issues of concern raised by the OPT, thus providing the final product TRWD expects.

At this time, much of the major subcontract and supply work has been completed. Retainage that had been withheld by TSJV has now been released for most of these contracts including Bradshaw Construction, AH Beck Foundations, and Drill Tech Drilling Services due to their satisfactory completion of contract works well before the finish of the overall project. If granted a reduction in retainage, TSJV will similarly reduce retainage for subcontractors who have satisfactorily completed a substantial portion of their work. This includes BAR Constructors, who are performing open cut pipeline work valued at nearly \$30-million, and are a small business and HUB contractor.

In addition to the substantial de-risking of the project, TSJV continues to maintain the required Performance and Payment Bonds equal to the Contract Price. Finally, the joint venture has secured the Consent of Surety for the reduction in retainage, which is attached to this letter. We greatly appreciate your consideration in this matter and look forward to continuing to deliver a successful project.

Sincerely,

A handwritten signature in blue ink, appearing to read "S Grant", is written over a white background.

Sean Grant, P.E.
Attorney-in-Fact / Authorized Agent
Traylor-Sundt Joint Venture



2294 Forehand Rd, Trinidad, TX 75163

CC: [none]

Attachments: (A) Consent of Surety for Reduction in Retainage

Consent of Surety to Reduction in Retainage

Project:	<u>IPL Section 19 Long Tunnel Crossings (PL19TUN)</u>	Project Number:	
Owner:	<u>Tarrant Regional Water District</u>		<u>21-001</u>
Contractor:	<u>Traylor-Sundt JV</u>		<u>2201</u>
Engineer:	<u>HDR Engineering and BGE, Inc.</u>		<u>10017386 & 0672-01</u>

Upon approval by the Owner and the Board, The Surety Company, on bond of the Contractor listed above for the referenced Project, in accordance with the Contract Documents, hereby approves a reduction of or partial release of retainage to the Contractor in the amount shown below and agrees that payment of this amount to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract, and as set forth in said Surety Company's bond.

Surety Company agrees to the reduction in retainage to \$ 4,439,271.82



Date: November 4, 2025

Name of Surety Company: Travelers Casualty and Surety Company of America, *

Signature: 
Authorized Representative

Title: Salena Wood, Attorney-In-Fact

Address: One Tower Square, Hartford, CT 06183 (Travelers)
1299 Zurich Way, Schaumburg, IL 60196-1056 (F&D, Zurich)
202B Hall's Mill Road, Whitehouse Station, NJ 08889 (Federal)

Email: salena.wood@aon.com
(Attach Power of Attorney and place surety seal below)

* Fidelity and Deposit Company of Maryland
Zurich American Insurance Company
Federal Insurance Company





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

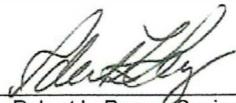
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Salena Wood** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

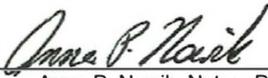
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **November**, **2025**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Susan R. SCHWARTZ, Salena WOOD, Thomas U. KRIPPENE, Catherine L. GEIMER, Eric D. SAUER, Christina BARATTI, Jennifer WILLIAMS and Barbara PANNIER, all of St. Louis, Missouri**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of January, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Christina L. Baratti, Catherine L. Geimer, Thomas U. Krippene, Barbara Pannier, Eric D. Sauer, Susan R. Schwartz, Jennifer Williams and Salena Wood of St. Louis, Missouri -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 14th day of January, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 14th day of January, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 11/4/25



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: November 18, 2025

SUBJECT: Consider Approval of Contract Amendment with Brown and Gay Engineers, Inc. for Construction Phase Engineering Services for Section 19-1 Pipeline Projects of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in the amount of \$1,520,369** with Brown and Gay Engineers, Inc (BGE) for Construction Phase Engineering Services for multiple Section 19-1 pipeline projects and support for Lake Palestine Pump Station (LP1) Package 2 Project. The total contract value, including this proposed amendment, will be \$12,581,569.

DISCUSSION:

On January 18, 2011, the District executed a contract with BGE in a not-to-exceed amount of \$3,181,000 to provide Engineering Services for Section 19-1 of the Integrated Pipeline Project. A contract amendment was issued on March 20, 2013, in the amount of \$6,646,800, for continuing Phase 2 Engineering Services. On December 15, 2015, a second amendment in the amount of \$1,233,400 was issued to finalize Phase 2 Engineering Services on Section 19-1.

This proposed third amendment includes Construction Phase Engineering Services for the following IPL Projects: Section 19-1 Part A (PL191A), Section 19-1 Part D, (PL191D), Section 19 Microtunneling (PL19MT) and support for Lake Palestine Pump Station (LP1) Package 2. The total contract value, including this proposed amendment, will be \$12,581,569 as shown in the following table:

IPL Pipeline Section 19-1 Engineering Services		
Date	Services	Amount
01/18/11	Phase 1 Pipeline Engineering – Original Contract	\$ 3,181,000
03/20/13	Phase 2 Pipeline Engineering – Amendment 1	\$ 6,646,800
12/15/15	Phase 2 Pipeline Engineering – Amendment 2	\$ 1,233,400
11/18/25	Construction Phase Engineering – Amendment 3	\$ 1,520,369
	Total	\$ 12,581,569

Management additionally requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

The Recommendation by Staff and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on November 12, 2025.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Shelly Hattan

COPY: Coy Veach

DATE: October 31, 2025

SUBJECT: Recommendation for Approval of a Contract Amendment with Brown and Gay Engineers, Inc. for Construction Phase Engineering Services for Section 19-1 Pipeline Projects of the Integrated Pipeline (IPL) Project

On January 18, 2011, the District executed a contract with Brown and Gay Engineers, Inc. (BGE) in a not-to-exceed amount of \$3,181,000.00 to provide Engineering Services for Section 19-1 of the Integrated Pipeline Project. A contract amendment was issued on March 20, 2013, in the amount of \$6,646,800.00, for continuing Phase 2 Engineering Services. On December 15, 2015, a second amendment in the amount of \$1,233,400.00 was issued to finalize Phase 2 Engineering Services on Section 19-1.

This proposed third amendment includes Construction Phase Engineering Services for the following IPL Projects: Section 19-1A (PL191A), Section 19-1D, (PL191D), Section 19 Microtunneling (PL19MT) and support for Lake Palestine Pump Station (LP1) Package 2 open cut/discharge header interface. The total contract value, including this proposed amendment, will be \$12,581,569.00.

Included for reference is the fee summary.

Fee Summary**Brown and Gay Engineers, Inc.****Construction Phase Engineering Services for IPL Section 19-1 Pipeline Projects**

Task No.	Description	Estimated Fee
Basic Services		
1.00	Construction Phase Engineering Services - Section 19-1 Part A (PL191A)	\$ 391,489.00
2.00	Construction Phase Engineering Services - Section 19-1 Part D (PL191D)	\$ 394,625.00
3.00	Construction Phase Engineering Services - Section 19 Microtunneling (PL19MT)	\$ 425,237.00
4.00	Construction Phase Engineering Support - Lake Palestine Pump Station Package 2 (LP1 Pk2)	\$ 163,282.00
Subtotal Basic Services		\$ 1,374,633.00
Optional Supplemental Services		
	Optional Supplemental Services	\$ 145,736.00
Subtotal Optional Supplemental Services		\$ 145,736.00
Total Budget for All Services		\$ 1,520,369.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: November 18, 2025

SUBJECT: Consider Approval of Contract Amendment with Steel Inspectors of Texas, Inc. for Construction Materials Inspection and Testing Services for Multiple Section 19 Pipeline Projects of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$1,051,470** with Steel Inspectors of Texas, Inc. (SIT) for Construction Materials Inspection and Testing (CMIT) Services for Section 19-1A (PL191A), Section 19-1D (PL191D), Section 19 Micro-tunneling (PL19MT), and Lake Palestine Pump Station Package 2 (LP1 Pk2) of the Integrated Pipeline Project.

DISCUSSION:

On March 22, 2022, the District executed a contract with SIT to provide IPL CMIT field certified welding inspection services for various projects of the Integrated Pipeline Project for in an amount not-to-exceed \$375,000. On June 18, 2024, the first amendment of the contract was issued in the amount of \$355,000 to continue CMIT Certified Welding Inspection services for the Section 19-2 Part A project.

On August 1, 2025, SIT was selected for CMIT Services based on the statement of qualifications received on July 29, 2025. This statement of qualifications and SIT's experience demonstrates SIT's ability to provide the required services for the following Section 19 projects: PL191A, PL191D, PL19MT, and LP1 Pk 2. This proposed second amendment to the contract will be \$1,051,470. The total not-to-exceed contract value, including this proposed amendment, will be \$1,781,470 as shown in table below.

IPL CMIT		
Date	Services	Amount
03/22/22	Section 19 Long Tunnel Crossings – CMIT (Original Contract)	\$ 375,000
06/18/24	Section 19-2 Part A – CMIT (Amendment 1)	\$ 355,000
11/18/25	Section 19-1 Part A, Section 19-1 Part D, Section 19 Micro-tunneling, Lake Palestine Pump Station Package 2 (Amendment 2)	\$ 1,051,470
Total		\$ 1,781,470

Management additionally requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

The Recommendation by Staff and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on November 12, 2025.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Shelly Hattan

COPY: Coy Veach

DATE: October 31, 2025

SUBJECT: Recommendation for Approval of Contract Amendment with Steel Inspectors of Texas, Inc. for Construction Materials Inspection and Testing Services for Multiple Section 19 Pipeline Projects of the Integrated Pipeline Project

On March 22, 2022, the District executed a contract with Steel Inspectors of Texas, Inc. (SIT) to provide IPL CMIT field certified welding inspection services for various projects of the Integrated Pipeline Project for a not-to-exceed amount of \$375,000. On June 18, 2024, the first amendment of the contract was issued in the amount of \$355,000 to continue CMIT Certified Welding Inspection services for the Section 19-2 Part A project.

On August 1, 2025, SIT was selected to continue CMIT Services for the following Section 19 projects of the Integrated Pipeline Project: PL191A, PL191D, PL19MT, and LP1 Pk 2.

District staff recommends award of this contract to Steel Inspectors of Texas, Inc. for CMIT Services in the amount of \$1,051,470.00. The Fee Summary is attached for reference.

Fee Summary**Steel Inspectors of Texas, Inc.****Construction Materials Inspection and Testing (CMIT) Services for Section 19-1A (PL191A), Section 19-1D (PL191D), Section 19 Micro-tunneling (PL19MT), and Lake Palestine Pump Station Package 2 (LP1 Pk2) of the Integrated Pipeline Project**

Task No.	Description	Estimated Fee
Basic Services		
1.00	Section 19-1A (PL191A)	\$ 287,400.00
2.00	Section 19-1D (PL191D)	\$ 287,400.00
3.00	Section 19 Micro-tunneling (PL19MT)	\$ 287,400.00
4.00	Lake Palestine Pump Station Package 2 (LP1 Pk2)	\$ 139,200.00
	Subtotal Basic Services	\$ 1,001,400.00
Optional Supplemental Services		
	Optional Supplemental Services	\$ 50,070.00
	Not to Exceed Budget for Basic Services	\$ 1,051,470.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: November 18, 2025

SUBJECT: Consider Approval of Task Order Contract with TEAM Consultants, Inc. for Construction Materials Inspection and Testing Services for Section 19 Micro-Tunneling Project of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a task order contract **in an amount not-to-exceed \$633,283.88** with TEAM Consultants, Inc. (TEAM) for Construction Materials Inspection and Testing (CMIT) Services for Section 19 Micro-Tunneling (PL19MT) of the Integrated Pipeline Program.

DISCUSSION:

On August 1, 2025, TEAM was selected for CMIT Services based on the statement of qualifications received on July 29, 2025. This statement of qualifications demonstrates TEAM's ability to provide the required services for the Section 19 Micro-Tunneling (PL19MT) project. TEAM's scope of work for CMIT services includes geotechnical construction materials classification and verification, testing of soils, aggregate, cement, concrete, and field moisture density, meeting attendance, and preparation of test reports. This proposed task order contract will be \$633,283.88.

Management additionally requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

The Recommendation by Staff and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on November 12, 2025.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Shelly Hattan

COPY: Coy Veach

DATE: October 31, 2025

SUBJECT: Recommendation for Award of Task Order Contract with TEAM Consultants, Inc. for Construction Materials Inspection and Testing Services for Section 19 Micro-Tunneling of the Integrated Pipeline Project

TEAM Consultants, Inc. (TEAM) was selected for CMIT Services for Section 19 Micro-Tunneling (PL19MT) of the Integrated Pipeline Project. TEAM's scope of work for CMIT services includes geotechnical construction materials classification and verification, testing of soils, aggregate, cement, concrete, and field moisture density, meeting attendance, and preparation of test reports.

District staff recommends award of this contract to TEAM Consultants, Inc. for CMIT Services in a not-to-exceed amount of \$633,283.88. The Fee Summary is attached for reference.

Fee Summary**TEAM Consultants, Inc.****Construction Materials Inspection and Testing (CMIT) Services for Section 19
Microtunneling of the Integrated Pipeline Project**

Task No.	Description	Estimated Fee
Basic Services		
1.00	Project Management	\$ 7,488.00
2.00	Earthwork Control	\$ 294,306.50
3.00	Concrete / Grout Control	\$ 301,333.00
Total Budget for Basic Services		\$603,127.50
Special Services		
A	Special Services Contingency	\$ 30,156.38
Not to Exceed Budget for Special Services		\$ 30,156.38
Not to Exceed Budget for All Services		\$ 633,283.88

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: November 18, 2025

SUBJECT: Consider Approval of Purchase from Multiplex Manufacturing Company for Combination Air Release/Vacuum Valves with Anti-Slam Devices

FUNDING: Fiscal Year 2026 Revenue Fund Budget - \$750,000

RECOMMENDATION:

Management recommends approval of a purchase **in an amount not-to-exceed \$363,246** from Multiplex Manufacturing Company for twenty-two (22) 8-inch, five (5) 10-inch, and three (3) 12-inch combination air release/vacuum valves with slam check valves that are needed for the replacement of existing valves on the Cedar Creek and Richland-Chambers pipelines.

DISCUSSION:

The District's pipeline system employs combination air release/vacuum valves placed at strategic locations. These valves are crucial for pipeline protection and system efficiency. The valves allow air into, or exhaust air from the system during normal operation, start-up, shutdown and power failures. They mitigate line breaks by reducing surges and water hammer caused by uncontrolled air or vacuum conditions on the pipeline.

Members of the District's Pressure Transient Mitigation/Air Valve Replacement Program have identified thirty (30) valves needing replacement.

A request for competitive sealed proposals was advertised per statute (Texas Local Government Code Chapter 252). All four approved manufactures were solicited and received proposals from two. Multiplex Manufacturing Company was selected and deemed the most qualified and provided the best value. An evaluation team committee comprised of engineering and operations staff reviewed the proposals and selected the proposal that provided the best value to the District.

This item was reviewed by the Construction and Operations Committee on November 12, 2025.

Submitted By:

Darrell Beason
Chief Operations Officer

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: November 18, 2025

SUBJECT: Consider Approval of Capital Fleet Expenditures

RECOMMENDATION:

Management recommends approval of capital fleet expenditures listed below.

Item: Consider Approval of Capital Expenditures

Vendors: Caldwell Country Chevrolet, Stolz Telecom, Silver Ships Inc., SKY Helicopters, Inc.

Amount: \$985,953.97 Fiscal Year 2026 General Fund
\$2,441,760 Fiscal Year 2026 Revenue Fund

(1) Caldwell Country Chevrolet

- Thirty-one (31) New Fleet Vehicles
- Total expenditure amount: \$1,741,743

(2) Stolz Telecom

- Three (3) Upfitting Services for Proposed LED PPV Silverado
- Total expenditure amount: \$69,198.33

(3) Silver Ships Inc.

- One (1) LED Boat
- Total expenditure amount: \$260,266.64

(4) SKY Helicopters, Inc.

- One (1) Robinson R66 Helicopter
- Total expenditure amount: \$1,356,506

This item was reviewed by the Construction and Operations Committee on November 12, 2025.

Submitted By:

Darrell Beason
Chief Operations Officer

Project	Vendor	Amount	Purpose	Budget
1A ITB No. 26-004 1 Ton 4WD Crew Cab & Chassis With Utility Bed Truck (Fleet)	Caldwell Country Chevrolet	\$67,477.00	Proposed purchase of a 1 Ton 4wd Crew Cab & Chassis with Utility Bed or equivalent 1 Ton Pickup if it becomes available from a different vendor. The unit will be assigned to the Fleet Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-464		\$67,477.00		General \$82,000.00
1B ITB No. 26-004 3/4 Ton 4WD Crew Cab & Chassis With Utility Bed Truck (Fleet Generator Mechanic)	Caldwell Country Chevrolet	\$67,402.00	Proposed purchase of a 3/4 Ton 4wd Ext Cab & Chassis Utility Truck or equivalent 3/4 Ton Utility Truck if it becomes available from a different vendor. The unit will be assigned to the Fleet Department Generator Mechanic. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-466		\$67,402.00		General \$80,000.00
1C ITB No. 26-004 1/2 Ton 4WD Crew Cab SWB Police Pursuit Vehicle Pickup (LED)	Caldwell Country Chevrolet	\$55,945.00	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Police Pursuit Vehicle Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to LED. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-467		\$55,945.00		General \$80,000.00
1D ITB No. 26-004 1/2 Ton 4WD Crew Cab SWB Police Pursuit Vehicle Pickup (LED)	Caldwell Country Chevrolet	\$55,945.00	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Police Pursuit Vehicle Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to LED. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-468		\$55,945.00		General \$80,000.00
1E ITB No. 26-004 1/2 Ton 4WD Crew Cab SWB Police Pursuit Vehicle Pickup (LED)	Caldwell Country Chevrolet	\$55,945.00	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Police Pursuit Vehicle Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to LED. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-469		\$55,945.00		General \$80,000.00

	Project	Vendor	Amount	Purpose	Budget
1F	ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to Floodway. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-470		\$52,230.00		General \$56,000.00
1G	ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to Floodway. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-471		\$52,230.00		General \$56,000.00
1H	ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to Floodway. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-472		\$52,230.00		General \$56,000.00
1I	ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to Floodway. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-473		\$52,230.00		General \$56,000.00
1J	ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to Floodway. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-474		\$52,230.00		General \$56,000.00

	Project	Vendor	Amount	Purpose	Budget
1K	ITB No. 26-004 1/2 Ton 4WD Cargo Van	Caldwell Country Chevrolet	\$45,450.00	Proposed purchase of a 1/2 Ton 4WD Cargo Van or equivalent 1/2 Ton Cargo Van if it becomes available from a different vendor. The unit will be assigned to Purchasing. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-465		\$45,450.00		General \$48,450.00
1L	ITB No. 26-004 1/2 Ton 4WD Midsize Crew Cab SWB Pickup	Caldwell Country Chevrolet	\$47,175.00	Proposed purchase of a 1/2 Ton 4WD Midsize Crew Cab SWB Pickup or equivalent 1/2 Ton 4WD Midsize Crew Cab if it becomes available from a different vendor. The unit will be assigned to Engineering. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-463		\$47,175.00		General \$47,000.00
1M	ITB No. 26-004 1 Ton 4WD Crew Cab & Chassis With Utility Bed W/CRANE Truck	Caldwell Country Chevrolet	\$99,448.00	Proposed purchase of a 1 TON Crew CAB UTILITY TRUCK W/CRANE or equivalent 1 ton Crew Cab from a different vendor. The unit will be assigned to Pipeline. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 5-113		\$99,448.00		Revenue \$100,000.00
1N	ITB No. 26-004 1 Ton 4WD Crew Cab & Chassis With Utility Bed Truck	Caldwell Country Chevrolet	\$67,477.00	Proposed purchase of a 1-ton 4WD Crew Cab with Utility Bed or equivalent 1-ton Crew Cab from a different vendor. The unit will be assigned to Pipeline. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-475		\$67,477.00		Revenue \$82,000.00
1O	ITB No. 26-004 1 Ton 4WD Crew Cab & Chassis With Utility Bed Truck	Caldwell Country Chevrolet	\$67,477.00	Proposed purchase of a 1-ton 4WD Crew Cab with Utility Bed or equivalent 1-ton Crew Cab from a different vendor. The unit will be assigned to Pipeline. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-476		\$67,477.00		Revenue \$82,000.00
1P	ITB No. 26-004 3/4 Ton 4WD Crew Cab & Chassis With Utility Bed Truck	Caldwell Country Chevrolet	\$67,402.00	Proposed purchase of a 3/4-ton 4WD Crew Cab with Utility Bed or equivalent 3/4-ton Crew Cab from a different vendor. The unit will be assigned to Pipeline. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
	Total for Unit 2-477		\$67,402.00		Revenue \$82,000.00

Project	Vendor	Amount	Purpose	Budget
1Q ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQRC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-478		\$52,230.00		Revenue \$56,000.00
1R ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQRC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-479		\$52,230.00		Revenue \$56,000.00
1S ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQRC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-480		\$52,230.00		Revenue \$56,000.00
1T ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQRC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-481		\$52,230.00		Revenue \$56,000.00
1U ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQRC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-482		\$52,230.00		Revenue \$56,000.00
1V ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQEM. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-483		\$52,230.00		Revenue \$56,000.00

Project	Vendor	Amount	Purpose	Budget
1W ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQEM. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-484		\$52,230.00		Revenue \$56,000.00
1X ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQEM. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-485		\$52,230.00		Revenue \$56,000.00
1Y ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQEM. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-486		\$52,230.00		Revenue \$56,000.00
1Z ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQEM. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-487		\$52,230.00		Revenue \$56,000.00
1AA ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQCC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-488		\$52,230.00		Revenue \$56,000.00
1BB ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQCC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-489		\$52,230.00		Revenue \$56,000.00

Project	Vendor	Amount	Purpose	Budget
1CC ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQCC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-490		\$52,230.00		Revenue \$56,000.00
1DD ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQCC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-491		\$52,230.00		Revenue \$56,000.00
1EE ITB No. 26-004 1/2 Ton 4wd Crew Cab Pickup	Caldwell Country Chevrolet	\$52,230.00	Proposed purchase of a 1/2-ton 4WD Crew Cab or equivalent 1/2-ton Crew Cab from a different vendor. The unit will be assigned to FEQCC. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2025 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 2-492		\$52,230.00		Revenue \$56,000.00
2A ITB No. 26-004 1/2 Ton 4WD Crew Cab SWB Police Pursuit Vehicle Pickup Upfitting Cost (LED)	Stolz Telecom	\$23,066.11	Proposed purchase of Law Enforcement upfitting equipment or equivalent Law Enforcement equipment if it becomes available from a different vendor. The upfitting will be to install Law Enforcement equipment on the asset. The unit will be assigned to LED. This purchase will utilize Tarrant County Contract F2024142, in accordance with Texas Government Code 791.025..	
Total for Unit 2-467		\$23,066.11		General \$80,000.00
2B ITB No. 26-004 1/2 Ton 4WD Crew Cab SWB Police Pursuit Vehicle Pickup Upfitting Cost (LED)	Stolz Telecom	\$23,066.11	Proposed purchase of Law Enforcement upfitting equipment or equivalent Law Enforcement equipment if it becomes available from a different vendor. The upfitting will be to install Law Enforcement equipment on the asset. The unit will be assigned to LED. This purchase will utilize Tarrant County Contract F2024142, in accordance with Texas Government Code 791.025..	
Total for Unit 2-468		\$23,066.11		General \$80,000.00
2C ITB No. 26-004 1/2 Ton 4WD Crew Cab SWB Police Pursuit Vehicle Pickup Upfitting Cost (LED)	Stolz Telecom	\$23,066.11	Proposed purchase of Law Enforcement upfitting equipment or equivalent Law Enforcement equipment if it becomes available from a different vendor. The upfitting will be to install Law Enforcement equipment on the asset. The unit will be assigned to LED. This purchase will utilize Tarrant County Contract F2024142, in accordance with Texas Government Code 791.025.	
Total for Unit 2-469		\$23,066.11		General \$80,000.00

Project	Vendor	Amount	Purpose	Budget
3 ITB No. 26-002 Proposed LED Boat Replacement	Silver Ships, INC.	\$260,266.64	Proposed purchase of an aluminum hull center console watercraft or the equivalent center console watercraft from a different vendor. The unit will be assigned to LED. The purchase will be made per statute (Texas Local Government Code Chapter 252). Six proposals were received, and the evaluation team determined that Silver Ships, Inc., submitted the proposal providing the best value to the District. Following completion of the 2025 asset condition assessments, one (1) District watercraft will be designated as surplus and prepared for sale in accordance with the Asset Management Program.	
Total for Unit 14-61		\$260,266.64		General \$250,000.00
4 ITB No. 26-009-1 Proposed Robinson R66 Helicopter	SKY Helicopters, INC,	\$1,356,506.00	Proposed purchase of a Robinson R66 Helicopter or the equivalent helicopter from a different vendor. The purchase will be made per statute (Texas Local Government Code Chapter 252). Six proposals were received, and the evaluation team determined that SKY Helicopters, Inc., submitted the proposal providing the best value to the District. Following the delivery of the Robinson R66 Helicopter, the District will auction the Robinson R44 (16-4).	
Total for Unit 16-6		\$1,356,506.00		Revenue \$1,350,000.00

ACTUALS

General	\$985,953.97
Revenue	\$2,441,760.00
Total	<u>\$3,427,713.97</u>

BUDGET

General	\$1,027,450.00
Revenue	\$2,536,000.00
Total	<u>\$3,563,450.00</u>

VENDOR TOTALS

CALDWELL CHEVROLET	\$1,741,743.00
STOLZ TELECOM	\$69,198.33
SILVER SHIPS, INC.	\$260,266.64
SKY HELICOPTERS, INC.	\$1,356,506.00
CAPITAL EQUIPMENT TOTALS	\$3,427,713.97

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: November 18, 2025

SUBJECT: Consider Ratification of Revised TRWD Participation Agreement

FUNDING: Fiscal Year 2026 General Fund Budget

RECOMMENDATION:

Management recommends ratification of the General Manager's execution of a revised version of TRWD's previously authorized Participation Agreement in the Panther Island Public Improvement District to reflect the updated timeline and terms.

DISCUSSION:

On March 25, 2025, the Board authorized the General Manager to sign a Participation Agreement related to the Panther Island Public Improvement District (PID) in which the District agrees to voluntarily participate in the PID. Specifically, the prior Board action stated:

“Signing the Participation Agreement to Pay Assessments indicates TRWD’s intent to fund the future PID budget beginning in Fiscal Year 2026 from the General Fund, at an approximate amount of \$150,000 per year. The amount will vary by year based on land ownership and value. The Board’s action is to allow for the General Manager to sign this agreement in its substantial form, as slight changes may be made prior to it being finalized.”

Because the City Council did not establish the PID for FY2026, the agreement has been revised to reflect a voluntary contribution by TRWD in FY2026 and voluntary participation upon adoption of assessment rates by the City Council for FY2027 and FY2028. TRWD is seeking similar commitments from other public property owners on Panther Island.

The General Manager has already executed the revised participation agreement since it was within the authority previously granted by the Board and was a necessary exhibit to the revised petition that is being circulated. However, staff recommends ratification of the agreement with this action to ensure that the final version is publicly available and reflects the updated timelines before it is presented to the City Council for consideration.

The revised petition for creation of the PID reflects the following City Council assessment limitations to address the incremental construction of infrastructure and private investment while ensuring reasonable costs to existing property owner.

- a. The assessment rate shall not exceed \$0.02 per \$100 valuation until the TRWD board has authorized a contract to begin construction of Canal C, Phase 1.
- b. The assessment rate shall not exceed \$0.05 per \$100 valuation until there has been a total of \$50,000,000 in New Private Improvements to property situated in the Panther Island O-PID.
- c. The maximum assessment rate shall at no time exceed \$0.165 per \$100 valuation.

The Five-Year Budget and Service plan reflects that TRWD (as well as other public partners who agree to do the same) will contribute at the maximum rate of \$0.165/\$100 of valuation beginning in FY2026, prior to establishment of the PID, to ensure adequate initial funding of the PID.

The advancement of development with the support of a PID is a key component of the increase in occupancy and rental rates of the existing residential properties, the successful performance of the Tax Increment Financing district that funds the local portion of the bypass channel, and the maximization of TRWD property values that will fund portions of the canal system.

This item was reviewed by the Real Estate Committee on November 11, 2025.

Submitted By:

Susan Alanis
Panther Island Program Director

Draft Budget

Five-Year Itemized Estimate of Revenues and Expenses

PETITION DRAFT 2025-10-06 Panther Island O-PID Budget (Estimated based on 2025 tax roll w/o partial tracts and prior to advisory committee budget development)

	2026 - Pre-Assessment	2027	2028	2029	2030	2031
Assumed Rate for Private Property	\$0.05	\$0.05	\$0.05	\$0.165	\$0.165	\$0.165
Significant Investment Tiers				\$50,000,000.000		\$50,000,000.000
Revenues						
PRIVATE ASSESSMENTS/CONTRIBUTIONS	0	53,141	55,798	285,047	313,551	427,407
<i>Voluntary Contributions (anticipated)</i>	0					
<i>Private Assessments</i>	0	53,141	55,798	285,047	313,551	427,407
PUBLIC ASSESSMENTS/CONTRIBUTIONS	153,620	156,692	159,826	257,022	262,163	267,406
*pending approval by their governing bodies.						
**does not account for gradual disposition of property to private developers						
Total Revenues Available for Use	153,620	209,833	215,624	542,069	575,714	694,813
Use of Fund Balance	0	0	0	0	0	8,319
Total Revenues Available for Use	153,620	209,833	215,624	542,069	575,714	703,131
Expenses						
Management Fee	0	0	0	100,000	104,000	108,160
Operation & Maintenance	57,000	75,000	75,000	275,000	290,000	375,000
Security	0	30,000	31,200	40,000	41,600	70,000
Marketing	10,000	20,000	21,000	30,000	31,500	33,075
Public Events	50,000	50,000	50,000	75,000	75,000	100,000
Reserve Funding (Initial)	30,260	0	0	0	0	0
City Audit	3,000	3,000	3,000	3,000	3,000	3,000
City Administrative Fee (2.0%)	3,005	3,560	4,312	10,841	11,514	13,896
Total Budgeted Expenses	153,265	181,560	184,512	533,841	556,614	703,131
Contribution to Fund Balance	355	28,273	31,111	8,228	19,100	0
Total Expenses	153,620	209,833	215,624	542,069	575,714	703,131
Net Change in Fund Balance	30,615	28,273	31,111	8,228	19,100	-8,319
Estimated Fund Balance (EOY)	30,615	58,888	89,999	98,227	117,327	117,327
Reserve Requirement (16.67% of FY BE)	30,260	30,752	88,974	92,769	117,189	117,189
Over (Under) Reserve	355	28,136	1,026	5,458	138	138

**PARTICIPATION AGREEMENT TO PAY ASSESSMENTS -
PUBLIC IMPROVEMENT DISTRICT NUMBER 23,
CITY OF FORT WORTH, TEXAS
(Panther Island O-PID)**

This **PARTICIPATION AGREEMENT TO PAY ASSESSMENTS - PUBLIC IMPROVEMENT DISTRICT NUMBER 23, CITY OF FORT WORTH, TEXAS** (“**Agreement**”) is entered into by and between the **CITY OF FORT WORTH, TEXAS** (“**City**”), a Texas home-rule municipal corporation, and **TARRANT REGIONAL WATER DISTRICT** (“**TRWD**”), a Texas water control and improvement district. The City and TRWD may each be referred to herein individually as a party and collectively as the parties.

Recitals

A. The City and TRWD, in conjunction with private landowners, are cooperatively pursuing creation of an operating public improvement district (“**O-PID**”) in accordance with the Public Improvement District Assessment Act, Texas Local Government Code Chapter 372 (the “**Act**”), and with the City’s Policy for Operating Public Improvements Districts (“**O-PID Policy**”), to undertake identified public improvement projects conferring special benefit on the definable part of the City generally known as Panther Island (“**Panther Island O-PID**” or “**O-PID**”), with the understanding that creation and operation of such O-PID shall be contingent on, and subject to, City Council approval and the adoption of a governing ordinance (“**O-PID Ordinance**”).

B. Establishment of the Panther Island O-PID will finance and pay for construction and maintenance of public improvements within and specially benefitting the O-PID, at least in part, through special assessments on taxable real property contained in the O-PID, with such improvements anticipated to spur and accelerate development of property in the Panther Island O-PID, increasing values and tax revenues for both the City and the TRWD along with other benefits to the parties and the public.

C. Under the Act and authorities construing the same, the properties liable for paying assessment must be specially benefitted by PID-funded improvements.

D. Pursuant to the Texas Constitution, personal or real property owned by TRWD is not subject to state or local taxation, but Section 372.014(b) of the Act allows exempt jurisdictions, such as TRWD, to pay special assessments by contract.

E. TRWD owns real property located within boundaries of the Panther Island O-PID and desires to have its real property benefit from the O-PID-funded public improvements. It therefore agrees to pay special assessments related to the Panther Island O-PID through a contract with the City as allowed under the Act.

NOW, THEREFORE, for and in consideration of the mutual agreements and conditions set forth herein, the sufficiency of which is hereby acknowledged, the City and TRWD do contract, covenant and agree as follows:

1. INCORPORATION OF RECITALS.

The parties agree that the recitals set forth above are true and correct and form the basis upon which they have entered into this Agreement.

2. MANAGEMENT, OPERATION, ADMINISTRATION OF PANTHER ISLAND O-PID BY CITY.

A. Conformance with the Act and O-PID Policy. The Panther Island PID will be managed, operated, and administered by the City, directly or through a contracted third party, in accordance with the Act and, except as otherwise set forth herein, with the O-PID Policy.

B. Voluntary Contribution Established by this Agreement for FY2026 Only.

i. For FY2026 only, TRWD agrees to pay to the O-PID a voluntary contribution of \$0.165 per \$100 in valuation on all real property that it owns within the boundaries in lieu of assessments provided the City's Council has approved and adopted the O-PID Ordinance before June 1, 2026.

ii. The FY2026 contribution shall be determined and invoiced in accordance with Section 2.C.

C. TRWD Assessments After the Adoption of the O-PID Ordinance are Established by the Agreement.

i. TRWD agrees to pay assessment on all real property that it owns within the boundaries of the O-PID in amounts calculated as though such real property were subject to taxation, with the process for determining and collecting such assessments set forth in this Section 2.C. and not the process specified in the O-PID Policy.

ii. Calculation of TRWD's assessment shall be determined annually by multiplying the assessment rate by the value of each parcel of TRWD property as detailed below except for FY2027 and 2028 where the

assessment rate for TRWD shall be \$0.165 per \$100 irrespective of the rate established by the City's Council.

iii. Thereafter, unless agreed otherwise in writing, the assessment rate for TRWD shall be the same as that applicable to taxable property within the O-PID and reflect the rate established by City Council each year in approval of the then-current service and assessment plan for the Panther Island O-PID ("**Assessment Rate**"), provided however, that the rate may not be greater than the not-to-exceed assessment rate reflected in the O-PID Ordinance.

iv. For purposes of calculating assessments on TRWD, City staff will use the total market value of each TRWD-owned tract as shown on the appraisal records of the Tarrant Appraisal District (the "**TAD Market Value**"). A list of each TRWD-owned parcel of real property within the O-PID and subject to assessment is attached a "**Exhibit A**" which is incorporated herein ("**TRWD Tracts**").

v. It is anticipated that TRWD may sell one of or more of the TRWD Tracts during the term of this Agreement. Only those parcels owned by TRWD as of January 1 of the year in which assessments are being calculated and billed will be subject to assessment under this Agreement. To the extent a former TRWD Tract is owned by a non-exempt party as of January 1, such new owner shall be liable for assessment in accordance with the O-PID Ordinance and the then-current service and assessment plan for the O-PID. Nothing in this Agreement will preclude TRWD and any buyer of a TRWD Tract from allocating the assessment on a pro rata basis for the year of sale.

vi. On October 1 of each year (or as soon thereafter as practicable), City staff will send an assessment invoice to TRWD with the invoice designed to show value and assessment information for all TRWD Tracts broken out on a parcel-by-parcel basis. Payment of the invoice shall be due in accordance with the same deadlines and other general terms applicable to invoices issued by and payable to the Tarrant County Assessor Collector, provided, however, that payment shall be made directly to the City.

vii. Payments received under this Agreement will be deposited by the City to a fund or account dedicated solely for the benefit of the Panther Island O-PID.

viii. In the event of non-payment of assessments by TRWD, the City shall give written notice of the non-payment to TRWD. If the non-payment is not cured with sixty (60) days of receipt of written notice, then the City may institute a breach of contract action against TRWD for collection of the unpaid assessments. **Further, TRWD agrees to waive both its immunity to suit and immunity to liability solely for the limited purpose of the City to collect any unpaid assessments.**

3. TERM.

This Agreement shall take effect on the date as of which both parties have executed it and shall expire on the expiration or termination of the Panther Island O-PID, unless this Agreement is terminated earlier as provided herein.

4. TERMINATION.

A. The parties acknowledge and agree that proper budgeting for the improvements within the O-PID requires advance planning and that limitation of termination rights hereunder is therefore reasonable.

B. Because assessments are calculated based on ownership and values as of January 1 each year, but invoices do not issue until October 1 for that same year, either party may terminate this Agreement with respect to the then-current year by providing written notice on or before April 1, in order to afford 180 days' notice prior to the commencement of the O-PID's fiscal year and issuance of invoices. If notice of termination is provided after April 1, such notice shall be considered to take effect as of January 1 of the immediately succeeding year. In the event TRWD terminates this Agreement, TRWD will, at the same time written notice is given to the City, provide copies of the aforementioned written notice of termination to (i) each member of the any advisory board, should one exist, and (ii) the management company of the Panther Island O-PID, should one be in operation.

C. **Effect of Termination.** Termination shall not reduce or absolve TRWD's liability for payment of assessment invoices preceding the date of TRWD's termination notice, and TRWD's shall be entitled to benefits of the O-PID through the effective date of termination.

5. RESPONSIBILITY FOR ACTS.

The City and the TRWD shall each be responsible for the sole negligent acts of their officers, agents, employees or separate contractors. In the event of joint and concurrent negligence of both the City and the TRWD, responsibility, if any, shall be apportioned

proportionately based on each party's relative fault as determined by a court of competent jurisdiction. Unless otherwise explicitly provided herein, neither party waives any governmental powers or immunities or any other defenses available to each individually.

6. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party may subsequently designate in writing, by certified mail, postage prepaid, or by hand delivery:

City:

City of Fort Worth
Attn: City Manager
100 Fort Worth Trail
Fort Worth, Texas 76102

TRWD :

Tarrant Regional Water District
Attn: General Manager
800 E. Northside Dr.
Fort Worth, Texas 76102-1016

with copies to:

the City Attorney and
Economic Development
Director at the same address

7. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

8. VENUE AND JURISDICTION.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or in the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

9. NO THIRD-PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and the TRWD and are not intended to create any rights, contractual or otherwise, to any other person or entity.

10. FORCE MAJEURE.

The parties shall exercise every reasonable effort to meet their respective obligations as set forth in this Agreement, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems and/or any other cause beyond the reasonable control of either party.

11. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement and agree that, in the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

12. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. ELECTRONIC SIGNATURES.

This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via email or other electronic transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

14. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

15. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the TRWD as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

THIS SPACE LEFT BLANK INTENTIONALLY. SIGNATURE BLOCKS AND EXHIBITS FOLLOW.

EXECUTED AND EFFECTIVE as of the later date below:

CITY:

CITY OF FORT WORTH, a Texas home-rule municipal corporation

By: _____
Signature

Printed Name

Title

Signed on the _____ day of _____, 2025.

TRWD:

Tarrant Regional Water District, a Texas water control and improvement district

By: 
Signature

DAN BULMAN
Printed Name

GENERAL MANAGER
Title

Signed on the 10 day of OCTOBER, 2025.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: November 18, 2025

SUBJECT: Consider Approval of Management and Improvement Services Agreement with City of Fort Worth for the Panther Island Public Improvement District

FUNDING: N/A

RECOMMENDATION:

Management recommends authorizing the General Manager to enter into a Management and Improvement Services Agreement with the City of Fort Worth to allow the Tarrant Regional Water District to serve as the manager of Public Improvement District 23 for Panther Island that is pending formation.

DISCUSSION:

A petition to establish Public Improvement District 23 (PID) for Panther Island is in process and anticipated to be considered by the Fort Worth City Council in early 2026.

While State law allows the City to provide PID management services directly, they are not staffed to do so and instead contract with external organizations. During this formative period of Panther Island, a permanent governance structure that will likely include PID management is still under development.

The Canal System and other public property to be maintained with PID funding will evolve substantially over the next few years as it is constructed and development commences. Key components of early PID service plans will include activation, trail connections, and other aesthetic improvements to support the advancement of development. As a result, TRWD is best equipped to provide management of the PID's proposed Budget and Service Plan. The role will be evaluated and renewed annually until an appropriate transition to a permanent governance structure occurs.

The establishment of an informal PID Advisory Board to the City Council, composed of 50 percent of record property owners or 50 percent of all property that is liable for assessment, will also facilitate collaboration with property owners on the use of funds and activation activities.

Key responsibilities of the PID manager include:

1. Budget Development and Annual Meeting
 - a. Prepare annual budget and five-year Service and Assessment Plan

- b. Provide notice and hold a public meeting with owners of property to review
 - c. Submit to City Council
2. Provision of a website to communicate budget and service plan, special events, activities, or other news to property owners.
 3. Attendance at all PID meetings and informing the City in advance of all informal advisory board meetings and annual budget-and-service plan review meetings.
 4. Solicitation of approval by the informal advisory board of the budget and service plan.
 5. Performance of improvements and services.
 6. Submission of invoices or receipts for services to the City for payment.

While the PID manager may collect up to 20% of the annual budget as a management fee, TRWD will support the effort with existing staff to maximize funding available for improvement and activities that will accelerate the development of the island.

This item was reviewed by the Real Estate Committee on November 11, 2025.

Submitted By:

Susan Alanis
Panther Island Program Director

Draft Budget

Five-Year Itemized Estimate of Revenues and Expenses

PETITION DRAFT 2025-10-06 Panther Island O-PID Budget (Estimated based on 2025 tax roll w/o partial tracts and prior to advisory committee budget development)

	2026 - Pre-Assessment	2027	2028	2029	2030	2031
Assumed Rate for Private Property	\$0.05	\$0.05	\$0.05	\$0.165	\$0.165	\$0.165
Significant Investment Tiers				\$50,000,000.000		\$50,000,000.000
Revenues						
PRIVATE ASSESSMENTS/CONTRIBUTIONS	0	53,141	55,798	285,047	313,551	427,407
<i>Voluntary Contributions (anticipated)</i>	0					
<i>Private Assessments</i>	0	53,141	55,798	285,047	313,551	427,407
PUBLIC ASSESSMENTS/CONTRIBUTIONS	153,620	156,692	159,826	257,022	262,163	267,406
*pending approval by their governing bodies.						
**does not account for gradual disposition of property to private developers						
Total Revenues Available for Use	153,620	209,833	215,624	542,069	575,714	694,813
Use of Fund Balance	0	0	0	0	0	8,319
Total Revenues Available for Use	153,620	209,833	215,624	542,069	575,714	703,131
Expenses						
Management Fee	0	0	0	100,000	104,000	108,160
Operation & Maintenance	57,000	75,000	75,000	275,000	290,000	375,000
Security	0	30,000	31,200	40,000	41,600	70,000
Marketing	10,000	20,000	21,000	30,000	31,500	33,075
Public Events	50,000	50,000	50,000	75,000	75,000	100,000
Reserve Funding (Initial)	30,260	0	0	0	0	0
City Audit	3,000	3,000	3,000	3,000	3,000	3,000
City Administrative Fee (2.0%)	3,005	3,560	4,312	10,841	11,514	13,896
Total Budgeted Expenses	153,265	181,560	184,512	533,841	556,614	703,131
Contribution to Fund Balance	355	28,273	31,111	8,228	19,100	0
Total Expenses	153,620	209,833	215,624	542,069	575,714	703,131
Net Change in Fund Balance	30,615	28,273	31,111	8,228	19,100	-8,319
Estimated Fund Balance (EOY)	30,615	58,888	89,999	98,227	117,327	117,327
Reserve Requirement (16.67% of FY BE)	30,260	30,752	88,974	92,769	117,189	117,189
Over (Under) Reserve	355	28,136	1,026	5,458	138	138

MANAGEMENT AND IMPROVEMENT SERVICES AGREEMENT

Fort Worth Public Improvement District No. 23 (PID No. 23 or Panther Island PID)

This **MANAGEMENT AND IMPROVEMENT SERVICES AGREEMENT** (“**Agreement**”) is by and between the **CITY OF FORT WORTH** (“**City**”), a Texas home-rule municipal corporation, and **TARRANT REGIONAL WATER DISTRICT** (“**TRWD**”), a Texas statutory water control and improvement district.

RECITALS

The following statements are true and correct and constitute the basis upon which the City and TRWD have entered into this Agreement:

WHEREAS, pursuant to Chapter 372, Texas Local Government Code (“**PID Act**”), on August _____, 2025, the City Council of the City of Fort Worth adopted Resolution No. _____ (“**PID Resolution**,” attached as **Exhibit “A”** and incorporated herein for all purposes) establishing Fort Worth Public Improvement District No. 23 (“**District**”);

WHEREAS, the City is authorized to utilize the District to undertake improvements and services that confer special benefits to the part of the City within the District;

WHEREAS, the City Council is authorized to levy and collect special assessments on property in the District, based on the special services conferred by the improvements and services, to pay the cost of such improvements and services;

WHEREAS, the City Council is authorized to receive, and is not prohibited from receiving, non-assessment revenue from tax-exempt entities and private property owners located within the District to undertake improvements and services that confer special benefits to the part of the City within the District;

WHEREAS, due to the timing of when the District was established, the first levy and collection of special assessments will not occur until FY2027;

WHEREAS, certain tax-exempt entities and private property owners located within the District have agreed to make voluntary, non-assessment, and non-refundable financial contributions to the City so the District can begin improvements and services in the District which will confer special benefits on, and increase the valuation of, all property located in the District;

WHEREAS, the City has entered, or will enter, into voluntary contribution agreements with certain tax-exempt entities and private property owners located within the District prior to the City Council’s levy and collection of the FY2027 special assessments to allow for improvements and services to begin in the District;

WHEREAS, TRWD, being one of the largest owners of real property in the District and having agreed to pay special assessments on its real property through a contract with the City under Section 372.014(b), Texas Local Government Code, has agreed to manage the District for nominal consideration prior to the levy and collection of the FY2027 special assessments;

WHEREAS, the City desires to enter into a written agreement with TRWD for management and provision of certain improvements and services in the District, as more specifically set forth in this Agreement;

WHEREAS, such improvements and services constitute a supplement to standard City services and an added increment of service to provide other special benefits and services which will enhance the vitality and quality of the District;

WHEREAS, TRWD desires to assist the City by providing, furnishing, or performing such improvements and services;

WHEREAS, payment for the performance of governmental functions or services under this agreement must be made from current revenues available to the paying party; and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, the City and TRWD do covenant and agree as follows:

AGREEMENT

1. **ENGAGEMENT OF TRWD.** The City engages TRWD, and TRWD agrees to provide, furnish, oversee, or perform in accordance with this Agreement, the Improvements and Services set forth herein for the City's 2026 fiscal year (October 1, 2025 – September 30, 2026) ("**Fiscal Year**").

2. **DISTRICT NOT A SEPARATE LEGAL ENTITY.** TRWD understands and acknowledges that the District is not a separate legal entity; therefore, TRWD agrees that it will not create ownership of anything under the name of the District, including, but not limited to, assets, bank accounts, and insurance policies.

3. **IMPROVEMENTS AND SERVICES FOR THE DISTRICT.**

A. Scope of TRWD's Duties. TRWD will provide, or cause to be provided, the improvements and services ("**Improvements and Services;**" set forth in the attached **Exhibit "B"**"), subject to the Budget and Service Plan for the District, as presented to, and approved by, the City Council for establishment of the District this Fiscal Year ("**Budget and Service Plan;**" set forth in the attached **Exhibit "C"**"), and as may subsequently be amended. Additionally, TRWD will also comply with the following related duties and responsibilities:

- i. Oversee the bidding and awarding of any third-party contracts for

the above-referenced Improvements and Services in accordance with all applicable laws and the policy and guidelines set forth in the Policy for Operating Public Improvement Districts adopted by the City Council pursuant to Resolution No. 5312-12-2020 ("**PID Policy**"), a copy of which TRWD certifies it has received, and which is incorporated herein by reference for all purposes.

ii. Monitor work performed by any subcontractors for any of the above-referenced Improvements and Services to ascertain that all such work is performed completely, professionally, and with the appropriate level of quality and to make whatever changes are necessary to achieve these objectives.

iii. Obtain, maintain, and pay for insurance necessitated by the above-referenced Improvements and Services, as mutually agreed by the City's Risk Manager and TRWD's Risk Manager.

iv. In accordance with Section 372.013 of the Texas Local Government Code and the PID Policy, prepare a Budget and Service Plan for the first five (5) years following the fiscal year covered by this Agreement, to be adopted by the informal advisory board for the District, or other entity designated by the City, and approved by the City Council, with any proposed Budget and Service Plan to include, at the very least, the following:

a. Summary of Improvements and Services provided in the prior year and highlights of accomplishments;

b. Plans for Improvements and Services over the next five years with highlights of major investments and expenditures;

c. If the plan calls for major investments and expenditures to include capital improvements as defined by the City's Capital Asset Policy, a project plan associated with the acquisition, design, and construction, of the project is also required.

d. Projections of assessment rates; including providing the City with written information necessary to support any recommended increase of the assessment rate based on the assessment rate requirements set forth in the PID Resolution related to either TRWD's canal contract or new private improvements.

v. Maintain a full and accurate accounting of disbursements for reimbursement of District revenues and all other financial reporting requirements set forth in the PID Policy, including, but not limited to, maintaining and providing original receipts for services performed under the Budget and Service Plan.

vi. Comply with all other duties and responsibilities set forth in the PID Policy.

vii. Coordinate with the City's appropriate staff person (hereinafter referred to as "**the PID Administrator**") to receive advance written approval by the Director of the City's Park and Recreation Department or his/her designee prior to any authorized construction or maintenance of capital improvements in any dedicated City park. Adherence to the City's capital improvements application process, as set forth by the City's Park and Recreation Department must be followed. The City, within its reasonable discretion, reserves the right to require the District, at its sole expense, to relocate, repair and/or remove any PID funded improvements for purpose of carrying out a public service.

viii. Publish a newsletter (once per quarter in a month that does not contain a quarterly meeting set out below) for property owners within the District, informing them of news that is pertinent to the District, including, without limitation, upcoming meetings and events, project updates, future projects, and the like. Options for publishing may be allowed to be presented on the official PID district website or may be mailed.

ix. Conduct, no less than quarterly, public meetings of the informal advisory board, established in accordance with PID Policy, and not under the PID Act, which will include, at a minimum: a published agenda; updates on activities occurring within the District including landscaping, City coordination issues, an overview of upcoming events and activities within District; financial updates (i.e., budget and year-to-date revenues and expenditures); and educational topics that benefit people within the District. In conducting these meetings, TRWD shall:

a. Arrange for guest presenters to attend meetings as appropriate.

b. Publish the advisory board agendas on the official District website

c. Take minutes at each advisory board meeting and provide those minutes to the PID Administrator.

d. TRWD must ensure that informal advisory board meetings are open and accessible to the public, where members of the public will be allowed to attend and record such meetings.

e. Maintain a list of the members of the informal advisory board, along with the documented process for appointing members, in the manner shown in the attached hereto as **Exhibit "D"**. TRWD will notify the PID Administrator, in writing, if membership changes during the term of this Agreement.

x. Create and maintain a District website that includes specific

information about the District, including, without limitation, the following:

- a. Resolutions passed by the City of Fort Worth Mayor and City Council establishing the District;
 - b. Map of the District;
 - c. Contact information for TRWD and the PID Administrator, including e-mail addresses and phone numbers;
 - d. Updates on major activities and events occurring within the District;
 - e. District meeting, including advisory board meetings scheduled for the fiscal year, including times, locations, and agendas;
 - f. Meeting minutes;
 - g. Current budget of the District;
 - h. Current Budget and Service Plan (also known as the “**Five-Year Service and Assessment Plan**”); and
 - i. Current year's assessment ordinance.
- xi.** Ensure that a live person is available to answer phone calls from property owners, residents, and occupants of the District and emails regarding services, activities, and general PID questions between normal or posted business hours (Monday through Friday from 8:00 am to 5:00 pm). TRWD must return any phone calls and messages within 48 hours.
- xii.** If Contactor receives any non-assessment revenue generated from the District, including, but not limited to, voluntary contributions, event sponsorships, and advertisements, then TRWD is responsible for ensuring that any such revenue is provided to the City to be receipted into the respective District fund.
- a. TRWD must submit such revenue on a monthly basis with the required report set forth herein.
 - b. TRWD must pay the City all such non-assessment revenue generated from the District on or before September 30, 2025.
- xiii.** As part of the annual external audit or annual review set out in the Budget and Service Plan, TRWD must timely respond to inquiries and requests for

information and provide all relevant documents, data, and information that relate to District's business and activities that enable the external audit engagement to be completed. External audits will only be required where District assessment revenue exceeds \$150,000.00; however, pursuant to the PID Policy, all records maintained by TRWD are subject to review and audit by the city personnel and external auditors at any time. Where District assessment revenue is \$150,000.00 or less, TRWD will be subject to an Agreed Upon Procedure engagement by an outside auditor, where a sample of the expenses will be selected and tested for inclusion in the budget and service plan. For external audits, the external auditor will be selected by the City and will be engaged to provide, at a minimum, an opinion of TRWD on the following activities:

- a.** Financial statements;
- b.** All expenses paid by TRWD were compliant with this Agreement, including, but not limited to, all applicable federal and state laws and City ordinances (i.e., Chapters 252 and 372 of the Texas Local Government Code);
- c.** Compliance with all applicable procurement laws, rules, and regulations, including, but not limited to, state laws and City ordinances;
- d.** Compliance with the PID Policy, as amended; and
- e.** TRWD's delivery of the Improvements and Services outlined within the Budget and Service Plan.

xiv. Review the monthly financial reports to ensure compliance with the City's standards on budgetary controls and month-to-date and year-to-date expenditures. TRWD will not overspend any annual appropriation or end the year with expenditures exceeding available resources (revenue plus spendable fund balance).

xv. Complete a fiscal review at mid-year, in conjunction with the PID Administrator, of the District's revenue and expenditure activity and project year-end spend to ensure compliance with City's Fiscal Policies such that expenditures will not exceed appropriations and expenditures will not exceed available resources (revenue plus spendable fund balance).

xvi. Identify, apply, receive, monitor, and comply with external grant opportunities that facilitate the furtherance of the activities and goals of the District in accordance with the City's Grant Management Policies and Procedures. All grants must be approved by the City prior to being accepted by TRWD.

xvii. Designate one of its employees as the manager of the District.

xviii. Participate in meetings of City of Fort Worth departments to coordinate District activities.

xix. Maintain a full and accurate accounting of disbursements for reimbursement from District revenues, providing the informal advisory board and PID Administrator with a monthly accounting statement.

xx. Maintain complete set of all available historical records of all District activity to include resolutions, minutes of meetings, and agreements/contracts with other entities, grant applications, etc. from the beginning of the District to present.

xxi. Work with all District committees to coordinate and handle all details associated with public events that are sponsored by District.

xxii. Comply with all duties and responsibilities set forth in the following exhibits, all of which are attached hereto and made a part of this Agreement for all purposes:

a. Improvements and Services (Exhibit “B”);

b. Budget and Service Plan (Exhibit “C”);

c. Informal Advisory Board Appointment Process and Member Information (Exhibit “D”);

B. Standard of Care; Nature of Relationship. TRWD will commence, carry on, and provide the Improvements and Services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with this Agreement and its attachments and all applicable federal and state laws and City ordinances. TRWD must ensure that any work on the Improvements and Services is properly coordinated with related work being performed by the City. TRWD represents that it has, or will secure, at its own expense, all materials, supplies, machinery, equipment, accessories, and services necessary to provide the Improvements and Services. Unless otherwise specifically provided herein, all of the Improvements and Services will be performed by TRWD or under TRWD's supervision. All personnel engaged by TRWD must be fully qualified to perform those Improvements and Services delegated to them.

C. Security Personnel.

i. In the event TRWD employs, or engages a subcontractor to employ, security personnel as a part of providing Improvements and Services under this Agreement, TRWD assumes sole responsibility for any and all acts or omissions of security personnel in the performance of their responsibilities hereunder. Security personnel include, but are not limited to, any employee, agent, subcontractor, representative, or security officer hired by TRWD to provide Security Services within the District. **“Security Services”** does not include any duties or

responsibilities related to running radar on drivers, writing parking citations, investigating crimes, or other job functions normally performed by on-duty police officers. TRWD bears sole responsibility, if any, for reporting its payment for each security personnel's services as taxable income to the Internal Revenue Service.

4. **CITY'S DUTIES AND RESPONSIBILITIES.** The City will provide the following services in connection with the operation of the District and TRWD's performance under this Agreement:

A. Levying and collecting special assessments and collecting non-assessment revenues, which includes, but is not limited to, voluntary contributions;

B. Making payments to TRWD from special assessment revenues and other District revenues;

C. Maintaining a standard level of services in the District comparable to what would be provided for the taxpayers generally;

D. Maintaining complete and detailed records concerning any expenditure of special assessment revenues and other District revenues, which are made through City departments, boards, or agencies;

E. Retaining and expending revenues from special assessments, penalties, interest, and investment income thereon solely in the District;

F. Producing an annual assessment roll of property owners and property within the District;

G. Adopting the annual budget of the District;

H. Providing monthly budget to actual reports to TRWD to facilitate a review of month-to-date and year-to-date financial activity; and

I. Reporting and publishing the financial activity of the District in the City's audited financial statements.

J. City's Park and Recreation Department ("**PARD**") will coordinate with the PID Administrator and District's manager over the District (as hereinafter defined) to conduct a mandatory pre-work coordination meeting prior to commencing any work in park areas within the District. This meeting must be held to review and agree on the project scope and expected outcomes. ii. Discuss and resolve any concerns related to project logistics, timelines, and potential impacts on park users and amenities. PARD will notify TRWD immediately if there is any change in the scope of work during the execution of the project. Both parties must:

i. Review and approve any changes in scope before any further work

is carried out, and;

ii. Document all changes, including the nature of the changes, the reasons for the changes, and any agreed-upon modifications to timelines or budget.

5. **EFFECTIVE DATE; TERM.** This Agreement is effective beginning on October 1, 2025 (“**Effective Date**”) and, unless terminated earlier in accordance with this Agreement, expires on the later of September 30, 2026, or the date that all obligations of the City and TRWD have been met in accordance with the terms herein (“**Term**”).

6. **FUNDING.**

A. **Management Fee.** As full compensation for the provision of all Improvements and Services during the term of this Agreement, City will pay TRWD the amount of Ten Dollars and No Cents (\$10.00).

B. **Improvements and Services.** City will reimburse TRWD all actual and necessary expenses incurred to perform the Improvements and Services up to the amount of each respective line item in the Budget and Service Plan.

C. **Process for Payment.**

i. To receive payment under this Agreement, on or before the tenth (10th) day of each month that this Agreement is in effect, beginning in November of 2025, TRWD must submit a written report to the Director of the City’s Financial Management Department and the PID Administrator detailing the Improvements and Services provided by TRWD for the prior month, and any non-assessment revenue received by TRWD. If the tenth (10th) of the month falls on a weekend or City holiday, then the deadline will be extended to the next day that the City is open for regular business.

ii. The written report must include documentation sufficiently demonstrating to the PID Administrator any sums paid by TRWD, a summary of any amounts awarded to vendors for contracts, year-to-date payments, original invoices, check register/bank statement demonstrating invoices have been paid, any revenues received from non-assessment revenue, and any other documentation requested by the PID Administrator. Provided that all such necessary reports and supporting documentation have been provided to the PID Administrator, the City will pay TRWD for all lawful expenses paid by TRWD within thirty (30) calendar days of receipt of all such written reports and supporting documentation.

iii. Notwithstanding anything to the contrary herein, the City will not be required to pay TRWD any amount that exceeds the then-current balance of District revenues or that is not in accordance with the Budget and Service Plan for

the then-current fiscal year. TRWD must pay or reimburse the City for any unauthorized expenses incurred that are not in accordance with the Budget and Service Plan for the then-current fiscal year, unless otherwise approved by the PID Administrator. TRWD will be responsible for all Internal Revenue Service reporting and administration requirements associated with paying vendors for services provided under the Budget and Service Plan. TRWD will not be reimbursed for any late fees or interest that accrued as a result of a late payment by TRWD to a vendor or subcontractor.

D. Work Reports. TRWD must also submit a quarterly work report to the PID Administrator. This work report must detail all of TRWD's significant work activities in the District. The format of the report must be mutually agreed upon by TRWD and the PID Administrator. Notwithstanding anything to the contrary, payments to TRWD may be withheld if the PID Administrator does not receive a report in a timely manner. The PID Administrator reserves the right to verify that the report is complete and accurate.

E. Insufficient District Funds. In the event that District revenues are not available or are insufficient for the City to make any payment to TRWD hereunder, the City will promptly notify TRWD. At TRWD's request, the City and TRWD will meet and attempt to negotiate an amendment to this Agreement so that the scope of Improvements and Services may be reduced to correspond to the amount of District funds that are available or are anticipated to become available. If such an amendment cannot be successfully negotiated, TRWD will have the right to pay the deficit (on a non-reimbursable basis), in which case this Agreement will continue in effect. If such an amendment cannot be successfully negotiated and TRWD does not elect to fund the deficit, either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.

8. TRWD LIABILITY. TRWD assumes full liability for any damages to any public or private property due to the gross negligence or willful misconduct of TRWD, its contractors, subcontractors, agents, permittees, or assigns except to the extent caused by the negligence or willful misconduct of the City.

9. LIABILITY OF CITY; PERSONAL LIABILITY OF PUBLIC OFFICIALS. No employee of the City, nor any other agent or representative of the City, will be personally liable for any damages caused by TRWD, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of TRWD under this Agreement or otherwise related to this Agreement. It is further expressly agreed that the City will not be liable or responsible for any damages caused by TRWD, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of TRWD under this Agreement or otherwise related to this Agreement, nor will the City be liable or responsible to TRWD or any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

10. INDEMNIFICATION.

A. TRWD, TO THE EXTENT ALLOWED BY APPLICABLE LAW, COVENANTS AND AGREES TO, AND DOES, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION ON THE PART OF TRWD, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, AND TRWD DOES ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS, OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION ON THE PART OF TRWD, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, OR SUBCONTRACTORS EXCEPT TO THE EXTENT THAT THE SAME IS CAUSED BY THE NEGLIGENCE OR WILFULL MISCONDUCT OF THE CITY. SUCH INDEMNIFICATION MUST INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHOMSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF TRWD'S WORK, SERVICES AND OPERATIONS IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, OPERATIONS OF CONTRACTORS AND SUBCONTRACTORS EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILFULL MISCONDUCT OF THE CITY.

B. TRWD MUST LIKEWISE INDEMNIFY AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF TRWD, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES.

C. Insurance coverage specified herein constitutes the minimum requirements and such requirements will in no way lessen or limit the liability of TRWD under the terms of this Agreement.

11. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that TRWD and its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers will operate as independent contractors as to all rights and privileges and work performed under this Agreement, and not as agents, representatives or employees of the City. Subject to and in accordance with the conditions and provisions of this Agreement, TRWD will have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. TRWD acknowledges that the doctrine of *respondeat superior* will not apply as between the City and its officers, representatives, agents, servants, and employees, and TRWD and its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers. TRWD further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Contractor. It is further understood that the City will in no way be considered a Co-employer or a Joint

employer of TRWD or any employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers of TRWD. Neither TRWD, nor any officers, agents, servants, employees, contractors, or subcontractors of TRWD will be entitled to any wages or employment benefits from the City. TRWD will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers.

12. INSURANCE. Each party shall, at its own expense, maintain insurance or self-insurance coverage of such types and in such amounts as are reasonable and customary for entities of similar size and function, and as necessary to adequately protect against liabilities arising from the performance of this Agreement. Such coverage shall include, but not be limited to, protection for bodily injury, property damage, and professional liability arising from acts or omissions under this Agreement. Each party shall, upon reasonable request, provide evidence of such coverage to the other party. Nothing in this section shall be construed as a waiver of any immunity or defense available to either party under Texas laws, including the Texas Tort Claims Act.

13. TAXES. TRWD must pay all federal, state, and local taxes that may be chargeable on any Improvements and Services provided hereunder or otherwise in relation to TRWD's duties and obligations hereunder.

14. PERMITS AND LICENSES. TRWD must obtain or cause any of its contractors and subcontractors to obtain and pay for any necessary permits and licenses, whether issued by the state, county or City, before proceeding with any work hereunder that requires any such permits.

15. SUBCONTRACTING; ASSIGNMENT.

A. Subcontracting.

i. TRWD may enter into agreements with subcontractors to undertake all or any portion of the Improvements and Services ("**Subcontractor Contracts**"), provided that all such agreements are in writing and executed after the Effective Date of this Agreement contain (i) a provision, similar in form to this section, pursuant to which TRWD and any subcontractors involved in the Improvements and Services agree to release, indemnify, defend and hold harmless, to the extent allowed by applicable law as to TRWD only, the City from any and all damages arising as a result of or in relation to the Improvements and Services and any work thereunder and for any negligent acts or omissions or intentional misconduct of TRWD and any subcontractors, and their respective officers, agents, servants and employees; (ii) a requirement that TRWD provide City with a bond or bonds, which TRWD shall forward to the City, that guarantees the faithful performance and completion of any construction work covered by the subcontractor Contracts and full payment for all wages for labor and services and of all bills for materials, supplies

and equipment used in the performance of the same; and (iii) a requirement that the subcontractor provide insurance in accordance with the minimum requirements set forth in this Agreement. All of the requirements contained in this section shall hereinafter be referred to as the “**Subcontractor Contract Provisions.**”

ii. **IF TRWD ENTERS INTO ANY SUBCONTRACTOR CONTRACT THAT DOES NOT CONTAIN ALL OF THE ABOVE SUBCONTRACTOR CONTRACT PROVISIONS, REGARDLESS OF WHETHER TRWD ENTERED INTO THE SUBCONTRACTOR CONTRACT PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND TO THE EXTENT THAT ANY CLAIMS, DEMANDS, LAWSUITS OR OTHER ACTIONS FOR DAMAGES OF ANY KIND (COLLECTIVELY, “CLAIMS”), INCLUDING, BUT NOT LIMITED TO, PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISE UNDER, ON ACCOUNT OF OR IN RELATION TO THE SUBCONTRACTOR CONTRACT FOR WHICH TRWD THEREUNDER WOULD HAVE BEEN REQUIRED TO INDEMNIFY, DEFEND AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW, THE CITY IF THE SUBCONTRACTOR CONTRACT PROVISIONS HAD BEEN INCLUDED IN THE SUBCONTRACTOR CONTRACT (“SUBCONTRACTOR CONTRACT DAMAGES”), THEN TRWD, AT TRWD’S OWN EXPENSE, SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE CITY, THEIR OFFICERS, MEMBERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS, FROM AND AGAINST ANY SUCH SUBCONTRACTOR CONTRACT DAMAGES.**

iii. The existence of a subcontract will not relieve TRWD of any responsibility or liability to the City under this Agreement.

iv. TRWD must provide the PID Administrator with a final executed copy of all subcontracts.

B. Assignment Prohibited. TRWD may not assign, transfer, or convey any of its duties and responsibilities under this Agreement to another party without the advance written approval of the City and execution by such party of a written agreement with the City under which such party agrees to be bound by the duties and obligations of TRWD under this Agreement.

16. TERMINATION.

A. All terms, conditions, and provisions of this Agreement are considered material, and TRWD’s failure to perform any part of this Agreement constitutes an event of default hereunder. Should TRWD fail to fully cure any default hereunder within fourteen (14) calendar days after receipt from the City of written notice of the default (or, provided that TRWD has diligently commenced and continuously attempted cure within such time, such additional time as may be reasonably necessary to fully cure the default), the City

may, at its option and in addition to any other remedies available to it under law or in equity, terminate this Agreement by providing written notice to TRWD.

B. Notwithstanding the foregoing, City may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to TRWD. In the event of any termination, any work in progress will continue to be completed unless specified otherwise in the City's termination notice. The City will pay for any such work in progress that is completed by TRWD and accepted by the City.

17. COOPERATION WITH CITY. TRWD must, at such time and in such form as City may require, furnish periodic information concerning the status of the Improvements and Services and such other statements, certificates, and approvals relative to the same as may be requested by the City. TRWD must meet with the PID Administrator or other City officials as may be requested to discuss any aspect of this Agreement.

18. BOOKS AND RECORDS; AUDITING RIGHTS.

A. TRWD must maintain complete and accurate records with respect to all expenditures and costs incurred for all Improvements and Services provided hereunder. All such records must be clearly identified and readily accessible to the City. TRWD must provide representatives of City or its appointees free access to such records, at all proper times, in order that they may examine and audit the same and make copies thereof. TRWD must further allow the City and its representatives to make inspections of all work data, documents, proceedings, and activities related to this Agreement. Such right of access and audit will continue for a period of three (3) years from the expiration or termination under this Agreement. The City will also have the right to conduct a performance audit and evaluation of TRWD at such times as the City deems necessary. TRWD must fully cooperate with any such performance audit. The City may employ consultants at the City's expense to assist City in such performance audit. TRWD agrees to give the City and its consultants access to all reports, data, schedules and other relevant information that may be required to conduct such performance audit.

B. TRWD further agrees to include in any contractor and subcontractor agreements hereunder a provision to the effect that the contractor and subcontractors agree that the City will, until the expiration of three (3) years after the expiration or termination of the contract or subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor or subcontractor involving transactions of the contract or subcontract, and further that City will have access during normal working hours to all contractor and subcontractor facilities and will be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City will give the contractor and subcontractor reasonable advance notice of intended audits.

19. NOTICES. Any notices, bills, invoices, or reports required by this Agreement will be conclusively determined to have been delivered three (3) business days after deposit in the United States mail or by electronic mail to the addresses listed below or such other addresses as

may from time to time be provided to the other party:

City:

City of Fort Worth
Attn: PID Administrator
The FW Lab
100 Fort Worth Trail
Fort Worth, Texas 76102

Crystal.Hinojosa@fortworthtexas.gov

TRWD:

Tarrant Regional Water District
Attn: Panther Island Program Director
800 E. Northside Drive
Fort Worth, TX 76102

Susan.Alanis@trwd.com & Bob.magness@trwd.com

All notices shall be copied to both separately:

City Manager and
City Attorney
100 Fort Worth Trail
Fort Worth, Texas 76102

20. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

A. This Agreement is subject to all applicable federal, state, and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended.

B. TRWD is also subject to the City's Donations Policy and Records Retention Schedule, which the City will make available upon request, which includes, but is not limited to, the requirement that all records subject to any litigation, claim, negotiation, audit, public information request, administrative review or other action involving such records not be destroyed until the completion of the action and the resolution of all issues arising from the action (including any seed money received by TRWD from the City for the benefit of the District). Furthermore, fiscal records must be retained based on final date of repayment, if the repayment date is beyond the end of the Term.

21. DISCRIMINATION PROHIBITED. TRWD, in the execution, performance, or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, color, national origin, sexual orientation or familial status, nor will TRWD permit its officers, agents, employees, contractors, or subcontractors to engage in such discrimination. This Agreement is made and entered into with reference specifically to the ordinances codified at Chapter 17, Article III, Division 3 (Employment Practices), Code of the City of Fort Worth, and TRWD covenants and agrees that TRWD, its officers, agents, employees, contractors, and subcontractors, have fully complied with all provisions of same and that no employee or applicant for employment has been discriminated against under the terms of such ordinances by either TRWD, its officers, agents, employees, contractors, or subcontractors.

22. AMENDMENTS. This Agreement may not be amended unless executed in writing by both parties.

23. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

24. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder does not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

25. **VENUE AND CHOICE OF LAW.** If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement will be construed in accordance with the laws of the State of Texas.

26. **NO THIRD-PARTY RIGHTS.** The provisions and conditions of this Agreement are solely for the benefit of the City and TRWD and are not intended to create any rights, contractual or otherwise, to any other person or entity.

27. **INTERPRETATION.** In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement will be interpreted fairly and reasonably, and neither more strongly for nor against any party, regardless of the actual drafter of this Agreement.

28. **CAPTIONS.** Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

29. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one instrument.

30. **ENTIRETY OF AGREEMENT.** This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and TRWD as to the matters contained herein. Any prior or contemporaneous oral or written agreement is declared null and void to the extent in conflict with any provision of this Agreement.

31. **AUTHORITY TO EXECUTE.** City and TRWD each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including, but not limited to, a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

EXECUTED in Fort Worth, Tarrant County, Texas as of the dates indicated below:

----- This space left intentionally blank. -----
----- Signature pages and exhibits follow. -----

CITY OF FORT WORTH

Signature

By:

Printed Name

Title

Signed on the ____ of August 2025.

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

APPROVAL RECOMMENDED:

Signature

By:

Printed Name

Title

APPROVED AS TO FORM AND LEGALITY:

By:

Larry Collister, Sr. Asst. City Atty.

Contract Authorization

M&C: _____

Form 1295: _____

CONTRACT COMPLIANCE MANAGER:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including all performance and reporting requirements.

Signature

By:

Printed Name

Title

CITY SECRETARY:

By:

Janette S. Goodall, City Secretary

TARRANT REGIONAL WATER DISTRICT:

By: _____
Dan Buhman, General Manager

Signed on the _____ of August 2025.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: November 18, 2025

SUBJECT: Consider Approval of List of Qualified External Counsel to Provide Legal Services to the District

FUNDING: N/A

RECOMMENDATION:

Management recommends approval and adoption of the qualified list of external legal counsel.

DISCUSSION:

Section 10.5 of the TRWD Board Governance Policy requires management to publish a Request for Qualifications (RFQ) for external counsel every three years and present a list of qualified firms to the Board for approval. Management posted the RFQ from August 6 to September 10, 2025. Each submission was reviewed based on a scoring criteria that included experience with TRWD or other similar entities; office location and resources; and references.

The firms chosen from this recent RFQ were combined with firms chosen from the previous RFQ that currently represent the District to form a list of firms management deems qualified to provide external services to the District. The list is now presented to the Board for review and approval. Placement of a firm on the approved list is not a guarantee of future work. TRWD will negotiate scope and fee for any needed legal services on a matter-by-matter basis, and memorialize the same in a letter of engagement.

This item was reviewed by the Finance Committee on November 10, 2025.

Submitted By:

Stephen Tatum
General Counsel



List of Qualified Vendors

Outside Counsel Legal Services

Baker-Botts LLP

Baker Moran Doggett Ma & Dobbs LLP

Bracewell LLP

Cantey Hanger LLP

Duane Morris LLP

Holland Johns & Penny LLP

Jackson Walker LLP

Jones Fortuna LP

McCall, Parkhurst & Horton L.L.P.

Pope, Hardwicke, Christie, Schell, Kelly & Taplett, L.L.P.

Terrill & Waldrop

Thompson & Horton LLP

Troutman Pepper Locke LLP

Waddell Serafino Geary Rechner Jenevein, P.C.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: November 18, 2025

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and

Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property; and

Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the General Manager Compensation Package

DISCUSSION:

- Pending litigation
- Real property issues
- Personnel matters

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: November 18, 2025

SUBJECT: Consider Approval of New Board-Approved Property Tax Exemption Request Policy

FUNDING: N/A

RECOMMENDATION:

Management recommends approval.

DISCUSSION:

Section 11.1825 of the Texas Tax Code authorizes a property tax exemption for nonprofit organizations (or their related entities) that construct or rehabilitate housing for low-income individuals or families. To qualify, the organization must have a federal 501(c)(3) exemption, a charitable purpose that includes providing low-income housing, and a Texas-based governing board that includes representation from low-income communities. In counties with populations over 2.1 million (such as Tarrant County), the exemption must be approved by the local taxing authority, which can grant, reduce, or deny the exemption based on fiscal or housing needs.

Currently, the District has no policy governing such requests. The attached proposed policy formalizes the statutory requirements and establishes the criteria by which the Board may act on qualified property tax exemption requests.

This item was reviewed by the Administration and Policy Committee on November 10, 2025.

Submitted By:

Stephen Tatum
General Counsel

xxx PROPERTY TAX EXEMPTION REQUEST POLICY

XXX.1 Purpose. The purpose of this Policy is to establish TRWD's criteria for responding to requests for property tax exemptions submitted by qualified organizations to TRWD under section 11.1825 of the Texas Property Tax Code.

XXX.2 Timeline. The Board must take action to approve or deny a request for a property tax exemption submitted by a qualified organization within sixty (60) days of receiving the request. Within five (5) days of the Board's action on the request, TRWD shall issue a letter to the requesting organization stating the Board's action and, if the request is denied, stating the basis for the denial based on the criteria in section xxx.3. A copy of the letter shall be sent by regular mail to the chief appraiser of each appraisal district that appraises the property for TRWD.

XXX.3. Criteria. The Board may only approve exemptions for properties that qualify for the exemption according to the criteria in section 11.1825 of the Property Tax Code, which is a determination for the Chief Appraiser of the Tarrant Appraisal District. If a property qualifies, the Board may approve a request for a property tax exemption in an amount equal to fifty (50) percent of the appraised value of the property, or in another reasonable amount as determined by the Board. If the Board denies the request, it shall be based on a determination that (1) the taxing unit cannot afford the loss of ad valorem tax revenue that would result from approving the exemption; or (2) additional housing for individuals or families meeting the income eligibility requirements of section 11.1825 of the Property Tax Code is not needed in TRWD's taxing district.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 17

DATE: November 18, 2025

SUBJECT: Consider Request from the Development Corporation of Tarrant County For a Property Tax Exemption for Cobblestone Manor

FUNDING: N/A

RECOMMENDATION:

Management recommends denial.

DISCUSSION:

The District received a request for a property tax exemption as authorized under section 11.1825 of the Texas Property Tax Code from the Development Corporation of Tarrant County on behalf of Cobblestone Manor. By law the District has 60 days to approve or deny the request.

Staff has reviewed and recommends the board deny the request, because the District cannot afford the loss of ad valorem tax revenue that would result from approving this and other exemptions. If denied, staff will issue a letter to the organization stating the Board's action and the basis for the determination, per the requirements of section 11.1825.

The Finance Committee reviewed this item on October 13, 2025.

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 18

DATE: November 18, 2025

SUBJECT: Discuss and Consider Approval of General Manager Compensation Package for Remainder of 2025 and 2026

FUNDING: Fiscal Year 2026 General Fund Budget

RECOMMENDATION:

The Board of Directors may recommend and take action to change the General Manager's compensation for the remainder of 2025 and 2026.

DISCUSSION:

Dan Buhman was hired as the General Manager of Tarrant Regional Water District effective July 1, 2021. On November 19, 2024, the Board of Directors completed his annual performance evaluation for 2024 and changed his compensation package.

In September 2025, the Board of Directors engaged Thompson & Horton, LLP to conduct the fourth annual performance evaluation of Dan Buhman. The performance evaluation is complete.

The Board of Directors will consider and potentially recommend and approve changes to Dan Buhman's compensation package for the remainder of 2025 and 2026, to be effective on his last November 2025 paycheck.

Submitted By:

Kathryn Long, Partner
Thompson & Horton, LLP

Stephen Tatum
General Counsel

Next Scheduled Board Meeting

December 16, 2025, at 9:00 AM