

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 16th Day of December 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 November 18, 2025

4. Consider Approval of Change in Calculation of Retainage to BAR Constructors Inc. for Section 19-2-A of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager

5. Consider Approval of Contract Amendment with Plus Six Engineering, LLC for Integrated Pipeline Project Dallas Phase 3 Program and Construction Management Services - Ed Weaver, IPL Program Manager

6. **Consider Approval of Contract with Structural Preservation Systems, LLC for Carbon Fiber Repair of Three Segments of 72" Cedar Creek Pipe - Jason Gehrig, Infrastructure Engineering Director**
7. **Consider Approval of Interlocal Agreement with the City of Midlothian for Cost Sharing an Internal Carbon Fiber Pipeline Repair - Jason Gehrig, Infrastructure Engineering Director**
8. **Consider Approval of Contract with TAS Environmental Services for Cleaning of the Above Ground Storage Tank at Richland-Chambers Booster Pump Station 3 - Darrell Beason, Chief Operations Officer**
9. **Consider Approval of Investment Policy and Strategies for the Tarrant Regional Water District - Sandy Newby, Chief Financial Officer**
10. **Consider Approval of New and Revised TRWD Policies - Stephen Tatum, General Counsel**
11. **Consider Approval of Revised TRWD General Ordinance - Stephen Tatum, General Counsel**
12. **Consider Approval of Trinity River Vision Authority Board of Directors Updated Purpose - Dan Buhman, General Manager**
13. **Consider Adoption of Resolution Honoring Alan Thomas on His Retirement from the District - Dan Buhman, General Manager**
14. **Presentations**
 - **Grants and Cost Savings Initiatives - Sandy Newby, Chief Financial Officer**
 - **Public Information Update - Stephen Tatum, General Counsel**
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 Related to the Mary's Creek Indirect Water Reclamation Project and Panther Island
16. **Consider Approval of Interlocal Agreement with the City of Fort Worth for Mary's Creek Indirect Water Reclamation Project and Authorizing the**

Acquisition of Real Property Interests by Purchase from the City of Fort Worth for the Project - Steve Christian, Real Property Director

Fee simple title to the surface estate only of a 21.098-acre tract of land situated in the James C. Johnson Survey, Abstract No. 871, City of Fort Worth, Tarrant County, Texas, and being a portion of a called 145-286/1000 acre tract of land further described as Parcel No. 1 conveyed to Mary's Creek, LLC recorded in Instrument No. D225138783 of the Official Public Records of Tarrant County, Texas

- 17. Future Agenda Items**
- 18. Schedule Next Board Meeting**
- 19. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 18th DAY OF NOVEMBER 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, Airin Barnett, Darrell Beason, Frank Beaty, Lisa Cabrera, Jeff Dalton, Rachel Ickert, Laramie LaRue, Sandy Newby, Rick Odom, Amy Rodriguez, Carol Tackel, and Stephen Tatum 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.

There were no requests from the public to address the Board of Directors during the Public Comment portion of the agenda.

3.

Director Team moved to approve the minutes from the meeting held on October 21, 2025. Director O'Neal 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 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 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. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with the contract. Funding for this item is included in the Dallas Bond Fund. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of management, Director Killebrew moved to approve 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. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with the contract. Funding for this item is included in the Bond Fund. Director Motheral 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 amendment in the amount of \$1,520,369 with Brown and Gay Engineers, Inc. for construction phase engineering services for multiple Section 19-1 pipeline projects and support for Lake Palestine Pump Station Package 2 Project. The total contract value,

including this proposed amendment, is \$12,581,569. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with the contract. Funding for this item is included in the Dallas Bond Fund. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Killebrew moved to approve a contract amendment in an amount not-to-exceed \$1,051,470 with Steel Inspectors of Texas, Inc. for construction materials inspection and testing services for Section 19-1A, Section 19-1D, Section 19 Micro-tunneling, and Lake Palestine Pump Station Package 2 of the Integrated Pipeline Project. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with the contract. Funding for this item is included in the Dallas Bond Fund. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Team moved to approve a task order contract in an amount not-to-exceed \$633,283.88 with TEAM Consultants, Inc. for construction materials inspection and testing services for Section 19 Micro-Tunneling of the Integrated Pipeline Project. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with the contract. Funding for this item is included in the Dallas Bond Fund. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, Director Killebrew moved to approve 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. Funding for this item is included in the Fiscal Year 2026 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Motheral moved to approve the following capital fleet expenditures: 1) thirty-one (31) new fleet vehicles in the amount of \$1,741,743 from Caldwell Country Chevrolet; 2) three (3) upfitting services for proposed LED PPV Silverado in the amount of \$69,198.33 from Stolz Telecom; 3) one (1) LED boat in the amount of \$260,266.64 from Silver Ships Inc.; 4) one (1) Robinson R66 helicopter in the amount of \$1,356,506 from SKY Helicopters, Inc. These expenditures are detailed in the attached spreadsheet. Funding for these items is included in the Fiscal Year 2026 General Fund Budget and the Fiscal Year 2026 Revenue Fund Budget. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

	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

11.

With the recommendation of management, Director Team moved to ratify 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. 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.

12.

With the recommendation of management, Director Motheral moved to authorize the General Manager to enter into a management and improvement services agreement with the City of Fort Worth to allow TRWD to serve as the manager of Public Improvement District 23 for Panther Island that is pending formation. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Team moved to approve and adopt the attached qualified list of external legal counsel to provide legal services to the District in order to be in accordance with Section 10.5 of the TRWD Board Governance Policy. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.



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.

14.

Presentations

- Water Resources presented by Rachel Ickert, Chief Engineering Officer

The Board of Directors recessed for a break from 9:37 a.m. to 9:42 a.m.

15.

The Board next held an Executive Session commencing at 9:42 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; and Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the General Manager Compensation Package.

Upon completion of the executive session at 11:04 a.m., the President reopened the meeting.

16.

With the recommendation of management, Director Motheral moved to approve a new Board-Approved Property Tax Exemption Request Policy which formalizes the statutory requirements and establishes the criteria by which the Board may act on qualified property tax exemption requests. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

17.

With the recommendation of management, Director Team moved to deny a request from the Development Corporation of Tarrant County for a property tax exemption

for Cobblestone Manor. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

18.

Thompson & Horton, LLC, engaged by the Board of Directors in September of 2025, completed the annual performance evaluation of the General Manager, Dan Buhman, in accordance with section 4.4 of the Board Governance Policy. President King moved to approve a 7.5% base compensation increase, with all other benefits remaining the same, effective at the last November 2025 pay period, for the remainder of 2025 and 2026. Funding for this item is included Fiscal Year 2026 General Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

19.

There were no future agenda items approved.

20.

The next board meeting was scheduled for December 16, 2025.

21.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: December 16, 2025

SUBJECT: Consider Approval of Change in Calculation of Retainage to BAR Constructors Inc. for Section 19-2-A of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends a change in the calculation of retainage being held for BAR Constructors Inc. to 5 percent of the contract price. All remaining contract payments are to be made in full. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule.

DISCUSSION:

The District is required to hold 10 percent retainage on contract progress payments. If at any time after 50 percent of the work has been completed, the Board finds that satisfactory progress is being made, it may authorize that remaining payments be made in full.

BAR Constructors is on pace to reach the 50 percent contract complete milestone in December 2025. The total current contract price is \$73,789,284.22 with retainage to be held at 5 percent of the contract price in the amount of \$3,689,464.21.

BAR Constructors performance has been satisfactory to date and has provided written consent of its Surety to the reduction in retainage. The District is requesting permission to cease retainage on future payments and hold retainage equal to 5 percent of the Contract Price.

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.

The Construction and Operations Committee reviewed this item on December 10, 2025.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Charles Cameron

COPY: Coy Veach

DATE: December 16th, 2025

SUBJECT: Consider Approval of a Change in Calculation of Retainage to BAR Constructors for Section 192A of the Integrated Pipeline Project.

BAR Constructors will reach the 50% Completion milestone for the reference project on 1st December 2025. BAR Constructor's work on the project is acceptable and there are no outstanding issues that would indicate that a higher amount of retainage should be held. 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 5% of the total Contract Price if they determine that the amount retained is adequate for the protection of the District.

BAR Constructor's performance has been satisfactory to date and BAR Constructors has provided written consent of its Surety to the reduction in retainage.

The current Contract Price and amount subject to retainage is \$73,789,284.22. It is recommended that District hold retainage in the amount of \$3,689,464.21 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.

Bond #46BCSJC9106

Consent of Surety to Reduction in Retainage

Project:	IPL Section 19-2 Part A (PL192A)	Project Number:	
Owner:	Tarrant Regional Water District		6428
Contractor:	BAR Constructors		303
Engineer:	HDR Engineering		10017386

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 \$ 3,689,464.21

Date: November 19, 2025

Name of Surety Company: Hartford Fire Insurance Company

Signature: 
Authorized Representative

Title: Dawn Davis, Attorney-in-Fact

Address: 3000 Internet Drive, #600

Frisco, TX 75034

Email: dawn.davis@marshmma.com

(Attach Power of Attorney and place surety seal below)



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC
Agency Code: 46-461496

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Ashlie Atkins, Mistie Beck, Edward R. Bowles, Dawn Davis, Walter J. DeLaRosa, Donnie Doan, Christen Tyner of DALLAS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission #122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of November 19, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozols

Keith D. Dozols, Assistant Vice President

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: December 16, 2023

SUBJECT: Consider Approval of Contract Amendment with Plus Six Engineering, LLC for Integrated Pipeline Project Dallas Phase 3 Program and Construction Management Services

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of Contract Amendment Number 10 in the not to exceed amount of **\$16,223,000.00** Plus Six Engineering, LLC (Plus Six) Professional Services Agreement for Integrated Pipeline (IPL) Program and Construction Management Services. The current contract amount is \$28,965,314.50 and the revised not to exceed contract amount, including this Amendment 10 will be \$45,188,314.50.

DISCUSSION:

Over the next two years, the Integrated Pipeline Program will be continuing construction of Dallas' Phase 3 Lake Palestine connection of the Integrated Pipeline System. There are currently ten Integrated Pipeline projects underway – eight construction projects and two Owner Furnished Equipment (OFE) projects. These construction and equipment projects span from present day through 2029 as follows:

IPL Construction Contracts	Scheduled Final Complete	Contract Amount
PL19 Tunnel	Jan. 2026	\$221,780,000
PL192A	Dec. 2026	\$73,789,284
PL191A	Dec. 2027	\$69,655,521
PL19MT	Jan. 2028	\$127,472,740
PL191D	Jan. 2028	\$70,000,000 (Estimate)
LP1 Pump Station Intake and Wetwell (Package 1)	Mar. 2026	\$54,114,883
LP1 Pump Station High Voltage Substation (LP1HV)	Jan. 2028	\$12,457,891
LP1 Pump Station and Chemical Feed Facility (Package 2)	Mar. 2029	\$95,000,000 (Estimate)
Owner Furnished Equipment Contracts		
OFE12 – Isolation and Pump Control Valves	June 2027	\$10,974,071
OFE13 -- Pumps Motors Drives at LP1	June 2027	\$16,758,791
		\$752,003,181

The purpose of this Contract Amendment is to provide ongoing program and construction management services for the Integrated Pipeline Project. The current contract with Plus Six expires on December 31, 2025. This amended contract is for the term beginning January 1, 2026 and ending December 31, 2027.

Total cost for Plus Six Amendment 10 services --	\$16,723,000
Remaining Previous Amendments services --	<u>\$ 500,000</u>
Total Amendment 10 request --	\$16,223,000

Plus Six will provide related Integrated Pipeline Program professional services in the following six program tasks –

1. Management and engineering support
2. Document controls
3. Land Department support
4. Cost controls
5. Project construction management
6. Tunnel advisor

Plus Six intends to utilize the following subconsultants to continue professional program management and construction management services: Caledonia Construction Management, CAS Consultants, Lekha Tax, Mott MacDonald, and TEC Consulting.

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 scope of work includes a Special Services Contingency for release only with the Program Manager's approval.

The Recommendation by Staff and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on December 9, 2025.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Alan Thomas, Ed Weaver

FROM: Shelly Hattan

DATE: December 1, 2025

SUBJECT: Recommendation for Contract Amendment for IPL Program and Construction Management Services to Plus Six Engineering, LLC

Plus Six Engineering, LLC (PSE) provides Program and Construction Management Services for the IPL Program. This contract is a renewal of the contract for IPL Program Management services which expire on December 31, 2025. This contract is for the term beginning January 1, 2026 and ending December 31, 2027. Negotiations on proposed scope and fees produced an agreement on recommended scope, fees and contract terms and conditions.

The purpose of this Contract Amendment is to provide ongoing program and construction management services for the Integrated Pipeline Project. The current contract with Plus Six expires on December 31, 2025. This amended contract is for the term beginning January 1, 2026 and ending December 31, 2027.

Plus Six will provide related Integrated Pipeline Program professional services in the following six program tasks –

1. Management and engineering support
2. Document controls
3. Land departments support
4. Cost controls
5. Project construction management
6. Tunnel advisor.

Plus Six intends to utilize the following subconsultants to continue professional program management and construction management services: Caledonia Construction Management, CAS Consultants, Lekha Tax, Mott MacDonald, and TEC Consulting.

Staff recommends awarding this contract for Professional Services to Plus Six Engineering, LLC for IPL Program Management Services in the not to exceed amount of \$16,223,000.00.

The Fee Summary is attached.

Fee Summary
Plus Six Engineering, LLC.
IPL Program Management Services

Task No.	Description	Estimated Fee
Contract with Plus Six Engineering, LLC for IPL Program Management Services from January 1, 2026 to December 31, 2027		
Basic Services		
100	Program Management and Engineering Support	\$628,298.00
200	Document Controls Support	\$695,243.00
300	Land Department Support	\$378,495.00
400	Program Cost Control Support	\$473,041.00
500	Project Construction Management Support, Phase 3	\$11,055,096.00
600	Program Tunnel Advisor	\$503,999.00
Total Budget for Basic Services		\$13,734,173.00
Basic Services		
100	Program Management and Engineering Support	\$550,800.00
500	Project Construction Management Support	\$1,752,221.00
Total Budget for Basic Services		\$2,303,020.00
Special Services		
Owner Controlled Contingency		\$685,807.00
Total Budget for Special Services		\$685,807.00
Total Budget for All Services		\$16,723,000.00
Amount Remaining from previous authorization		\$500,000.00
Additional amount requested under this authorization		\$16,223,000.00

This scope of work includes a Special Services Contingency to be released only with the IPL Program Manager's approval.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: December 16, 2025

SUBJECT: Consider Approval of Contract with Structural Preservation Systems, LLC for Carbon Fiber Repair of Three Segments of 72" Cedar Creek Pipe

FUNDING: Fiscal Year 2026 Revenue Fund Budget - \$450,000

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$379,973** with Structural Preservation Systems, LLC for the carbon fiber repair of three (3) segments of 72" pre-stressed concrete cylinder pipe.

DISCUSSION:

The District targets distressed segments of pipeline for repair that are identified through its pipeline integrity program. Most of the pre-stressed concrete cylinder pipeline repairs are made by excavation and replacement of segments of pipe. Others, however, require more substantial efforts such as internal carbon fiber repair due to location. Carbon fiber repair is made internally and brings the pipe back to original design strength.

The location of these three (3) segments in need of repair this year falls in an area that is not conducive to open cut removal and replacement. The location is under Onward Road in Midlothian, TX, a four-lane, concrete road through a subdivision. Construction is planned to take place in early 2026 during TRWD's annual major pipeline maintenance period.

The Request for Proposals was advertised as per statute. Two proposals were received. Structural Preservation Systems, LLC was the highest evaluated and lowest price offeror that will provide the best value for the District. The evaluation sheet is attached.

This item was reviewed by the Construction and Operations Committee on December 9, 2025.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

26-018 Rehabilitation of Prestressed Concrete Cylinder Pipe (PCCP) using Carbon Fiber Reinforced Polymer (CFRP)

Technical Quality Criteria	Total Points Available	Insituform Technologies, LLC	Structural Preservation Systems, LLC
Cost	40.00	35.75	40.00
	Price	\$425,163.00	\$379,973.00
Qualifications and Experience of Firm	20.00	20.00	20.00
Qualifications and Experience of Team Members (installers, engineering staff, sub-consultants)	20.00	15.00	20.00
References	20.00	15.00	20.00
Total	100.00	85.75	100.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: December 16, 2025

SUBJECT: Consider Approval of Interlocal Agreement with the City of Midlothian for Cost Sharing an Internal Carbon Fiber Pipeline Repair

FUNDING: Fiscal Year 2026 Revenue Fund Budget - \$450,000

RECOMMENDATION:

Management recommends approval of an Interlocal Agreement between the District and the City of Midlothian (City) for cost sharing an internal carbon fiber repair project as an alternative to conventional open-cut pipeline repair at Onward Road, a public street located within the City's limits, in the amount of \$71,900 as the City's portion.

DISCUSSION:

The District targets segments for repair that are identified through the pipeline integrity program. Most of the pre-stressed concrete cylinder pipeline repairs are made by excavation and replacement of a segment of distressed pipe. However, some pipes require alternative methods of repair due to location. TRWD identified three (3) segments of the 72-inch Cedar Creek pipeline under Onward Road in Midlothian to be at an elevated risk of failure. Traditional excavation for removal and replacement would require full demolition of the public roadway. Both parties agree that repairing the segment of pipeline under the roadway using an internal carbon fiber repair protects both the integrity of the pipeline and the public's safe and continuous use of the roadway.

Management recommends execution of an Interlocal Agreement with the City to share the additional cost of the internal carbon fiber repair as an alternative to open-cut repair in the amount of \$71,900 as the City's portion of the shared cost. This amount is based upon the avoided estimated cost for the City of not having to demolish and reconstruct Onward Road within TRWD's pipeline right-of-way.

In connection therewith, management requests that the Board of Directors of TRWD make the following findings:

- 1) That it is reasonable and appropriate to enter into the Interlocal Agreement, such actions being necessary for the public interest to repair the pipeline internally with carbon fiber;
- 2) That the General Manager of TRWD or his designee should be authorized to take all steps as may be reasonable and necessary to facilitate the execution of the Interlocal Agreement; and

- 3) That the Board of Directors of TRWD approves of the execution of the Interlocal Agreement for cost sharing an internal carbon fiber pipeline repair under Onward Road.

This item was reviewed by the Construction and Operations Committee on December 9, 2025.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

INTERLOCAL AGREEMENT FOR PIPELINE REPAIR

THIS **INTERLOCAL AGREEMENT FOR PIPELINE REPAIR** (the “**Agreement**”) is made and entered into as of the Effective Date by and between the **Tarrant Regional Water District Trinity**, a Water Control and Improvement District created and operating pursuant to Article XVI, Sec. 59 of the Texas Constitution, (“**TRWD**”), and the **City of Midlothian**, a Texas home-rule municipality (“**City**”), also each referred to as a “**Party**,” or collectively, the “**Parties**.”

W I T N E S S E T H :

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code, and other applicable laws, for the performance of a governmental function and service; and

WHEREAS, the Parties recognize that optimal development, conservation, use and reuse of water resources in the State of Texas depends upon cooperative intra-regional planning and development; and

WHEREAS, TRWD owns a pipeline easement (the “**Easement**”) containing multiple water supply pipelines owned by TRWD under a portion of Onward Road, a public street located within City’s corporate limits (the “**Roadway**”), said portion being depicted in Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, one of said pipelines is in need of replacement or repair; and

WHEREAS, the Parties agree that replacing or repairing the segment of pipeline under the Roadway through an internal carbon fiber repair process (the “**Project**”) instead of a conventional open cut joint replacement is the best means to protect both the integrity of the pipeline and the public’s safe use of the Roadway; and

WHEREAS, the Parties agree to cooperate on the Project and share in the additional cost of an internal carbon fiber repair in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, TRWD and City mutually undertake, promise, and agree as follows:

AGREEMENT

1. General Provisions:

- a. This Agreement is for the performance of governmental functions or services only, and each Party is responsible for its own acts, omissions, and employees.
- b. Each Party represents that it has full legal authority to enter into and perform this Agreement.
- c. Nothing in this Agreement conveys any property interest from one Party to the other.

2. TRWD Responsibilities. TRWD will serve as the lead agency for the Project and shall be solely responsible for procuring and managing all necessary design, construction, and inspection services related to the Project, including, but not limited to, soliciting, negotiating, and signing all contracts

relating to the design and construction of the Project in accordance with applicable law and making all necessary payments to the parties to such contracts.

3. **City Responsibilities.** City shall review and approve traffic control plans, issue any required right-of-way permits, and coordinate with other utilities as needed on the Project. City shall be responsible for inspection and acceptance of all surface and pavement restoration within the Roadway right-of-way.
4. **Cost Allocation.** The Parties agree to share the additional cost of the Project incurred by conducting an internal carbon fiber repair as an alternative to a conventional open-cut repair (the “**Shared Cost**”). City agrees to pay TRWD the amount of \$71,900 as City’s portion of the Shared Cost not later than ten (10) days after TRWD notifies City in writing that the Project is completed and TRWD is prepared to make the final payment to TRWD’s contractor pursuant to the contract for the Project.
5. **Public Funds.** The obligations of the Parties under this Agreement are subject to any necessary approvals by their respective governing bodies, as well as any legal budgetary requirements governing the expenditure of public funds. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
6. **Coordination and Access.** Both Parties shall provide reasonable access, information, and approvals required to complete the Project efficiently. Each Party shall designate a project manager to coordinate activities and resolve field issues promptly. The Parties shall coordinate all traffic control measures relating to the detouring of traffic on and/or around the Roadway which the Project is under construction. Neither TRWD nor TRWD’s contractor shall enter the Roadway and disrupt in any manner the passage of traffic within the Roadway unless and until City has approved a traffic control plan relating to the Project, which approval shall not be unreasonably withheld, delayed, or denied.
7. **Work in the Roadway.** TRWD understands, acknowledges, and agrees that TRWD’s contractor shall at all times while performing work in relation to the Project within the Roadway shall comply with Article 3.13 of the Midlothian Code of Ordinances relating to construction performed within City’s public rights-of-way including, but not limited to, all insurance, bonding, and indemnification requirements. Nothing in this Agreement shall be construed as waiving any requirement for TRWD’s contractor to comply with Article 3.13 of the Midlothian Code of Ordinances relating to construction performed within City’s public rights-of-way.
8. **Ownership and Maintenance.** Upon completion of the Project, ownership and ongoing maintenance responsibility for the water pipeline shall remain with the TRWD, and ownership and maintenance of the Roadway and surface improvements shall remain with City.
9. **Responsibility for Damage.** If either Party, as result of its own operations, causes damage to the property of the other, it shall be the responsibility of the damaging Party to restore the property to its previous condition at that Party’s sole expense.
10. **Force Majeure.** If by reason of force majeure a Party shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then

claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure” as employed herein shall mean acts of nature, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the Party claiming such inability.

11. **Regulatory Bodies and Laws.** This Agreement is subject to all applicable federal and state laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction. It is expressly understood and agreed that, in the execution of this Agreement and contracts incidental hereto, neither TRWD nor City waive any immunity or defense that would otherwise be available to it against any claim arising from this Agreement or contracts incidental hereto, including the defense of governmental immunity.
12. **Severability.** If any one or more of the sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the Parties shall be construed and remain in force accordingly.
13. **Governing Law; Venue.** All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Ellis County, Texas. If any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the State District Court of Ellis County, Texas. The Parties agree to submit to the jurisdiction of said court.
14. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior understanding or oral or written agreements between the Parties with respect to the subject matter of this Agreement.
15. **No Third-Party Beneficiaries.** This Agreement shall inure only to the benefit of the Parties and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.
16. **Waiver.** Any waiver at any time by any Party of its rights with respect to default under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

17. **Remedies.** Nothing in this Agreement shall be construed as, in any manner, to abridge, limit or deprive any Party of any means which it could otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.
18. **Relationship of the Parties.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon any of the Parties. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
19. **Succession and Assignment.** This Agreement is binding upon and shall inure to the benefit of the Parties, their successors and assigns. This Agreement may not be assigned by any Party without the prior written notice to, and prior written approval by, the other Parties, which consent may be withheld without cause.
20. **Recitals and Exhibits Incorporated.** The recitals contained in the preamble hereof and the exhibits hereto are hereby found to be true, and such recitals and exhibits are hereby made a part of this Agreement for all purposes.
21. **Authority to Execute.** Each person signing on behalf of the Parties hereby confirms that they have the authority to execute this Agreement on behalf of the Party indicated by their signature.
22. **Notices.** Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called “**Notice**”) herein provided or permitted to be given, made, or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the Party to be notified and sent via first-class mail and by certified mail/return-receipt requested, or by delivering the same to an officer of such Party. Notice deposited in the mail in the manners hereinabove described shall be deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to City, to:

City of Midlothian
Attn: City Manager
215 N. 8th St.
Midlothian, TX 76065

With copy to:

City of Midlothian
Attn: Director of Engineering and Utilities
215 N. 8th St.
Midlothian, TX 76065

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If to TRWD, to:

Tarrant Regional Water District
Attn: General Manager
800 E Northside Drive
Fort Worth, TX 76102

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party.

- 22. Effective Date.** This Agreement shall become effective on the date it bears the signatures of the authorized representatives of both Parties, whether on the same document or on identical counterparts.
- 23. Counterparts.** This Agreement may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts collectively shall constitute one and the same instrument.

Signatures on following page

SIGNED AND AGREED this ____ day of _____, 2025.

CITY OF MIDLOTHIAN

By: _____
Chris Dick, City Manager

ATTEST:

Tammy Varner, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney

SIGNED AND AGREED this ____ day of _____, 2025.

TARRANT REGIONAL WATER DISTRICT

By: _____
Rachel Ickert, Chief Engineering Officer

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: December 16, 2025

SUBJECT: Consider Approval of Contract with TAS Environmental Services for Cleaning of the Above Ground Storage Tank at Richland-Chambers Booster Pump Station 3

FUNDING: Fiscal Year 2026 Revenue Fund Budget - \$306,255

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$306,255.30** with TAS Environmental Services to clean, remove, and dispose of materials found in the above ground water storage tank at the Richland-Chambers Booster Pump Station 3 (RC3H) in Waxahachie.

DISCUSSION:

The District's pipeline system is composed of pump stations at the source lake and booster pump stations along the pipeline to transport the water from East Texas to Fort Worth. Above ground storage tanks or balancing reservoirs are located at booster stations to accommodate system operations and changes in customer demands. Over time, sediment and debris will build up in the bottom of the tanks as it settles out of the water. This needs to be periodically cleaned out and removed as it reduces capacity and may have an impact on the integrity of the tank.

This project is to clean out and dispose of the sediment that has accumulated in the RC3H water storage tank in Waxahachie. After the contractor has performed their work, it will give District staff the opportunity to do an inspection of the coating on the interior of the steel tank. This is a vital step to ensure the integrity and condition of the tank.

A request for proposals was advertised per statute (Texas Local Government Code Chapter 252). Three bids were received and TAS Environmental Services was selected as the lowest complying bid.

This item was reviewed by the Construction and Operations Committee on December 9, 2025.

Submitted By:

Darrell Beason
Chief Operations Officer

25-167 RC3H Tank Sludge and Slurry Removal Services

Technical Quality Criteria	Total Points Available	Spectrum Biotechnologies, LLC	Sunbelt Industrial Services	TAS Environmental Services, LP
Price	40.00	23.40	38.82	40.00
		\$523,616.58	\$315,590.00	\$306,255.30
Experience Completing Similar Projects	30.00	30.00	30.00	30.00
References	30.00	30.00	30.00	30.00
Total	100.00	83.40	98.82	100.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: December 16, 2025

SUBJECT: Consider Approval of Investment Policy and Strategies for the Tarrant Regional Water District

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of the Investment Policy and Strategies dated December 16, 2025, and recommends adoption by the Board of Directors.

DISCUSSION:

The Public Funds Investment Act requires the District's Board to annually review and adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and must record any changes made to either. The only change in policy from the prior year was the effective date of the policy.

Please find attached:

Resolution

Proposed 2026 Investment Policy

This item was reviewed by the Finance Committee on December 8, 2025.

Submitted By:

Sandy Newby
Chief Financial Officer

**RESOLUTION
OF
THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
REVIEWING AND RECORDING CHANGES MADE TO THE DISTRICT'S
INVESTMENT POLICY AND INVESTMENT STRATEGIES**

WHEREAS, TARRANT REGIONAL WATER DISTRICT ("the District") is a political subdivision of the State of Texas, created under authority of Article XVI, § 59 of the Texas Constitution; and

WHEREAS, the District as a political subdivision of the State of Texas has legal authority to invest local funds (which are public funds in the custody of the District that are not required by law to be deposited in the State treasury and that the District has legal authority to invest); and

WHEREAS, TEX. GOV'T CODE ANN. § 2256, Subchapter A, requires the District, as a political subdivision, to adopt rules governing the investment of the local funds of the District and to specify the scope of authority of officers and employees of the District that are designated to invest local funds; and

WHEREAS, the District has heretofore adopted a written Investment Policy governing the investment of local funds; and

WHEREAS, the District has heretofore adopted a written Resolution designating the Investment Officers of the District in compliance with the requirement of TEX. GOV'T CODE ANN. § 2256, Subchapter A, authorizing such persons to deposit, withdraw, invest, transfer and manage in any other manner such funds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TARRANT REGIONAL WATER DISTRICT that notice is hereby given that the Board of Directors has on this date reviewed the District's investment policy and investment strategies. All changes made to either the District's investment policy or investment strategies following such review are as set forth herein below:

Passed and approved this 16th day of December, 2025.

Leah King, President

ATTEST:

Paxton Motheral, Vice President

103 INVESTMENT POLICY

It is the policy of TRWD that after allowing for the anticipated cash flow requirements of the District and giving due consideration to the safety and risk of investments, all available funds shall be invested in conformance with these legal and administrative guidelines, seeing to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to TRWD funds. The District's investment portfolio shall be designed and managed in a manner which maximizes this revenue source, is responsive to public trust, and complies with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal;
- Maintenance of sufficient **liquidity** to meet operating needs;
- **Public trust** from prudent investment activities; and
- Optimization of **interest earnings** on the portfolio.

103.1 Purpose. The purpose of this Investment Policy is to comply with Texas Water Code Chapter 49 and Texas Government Code Chapter 2256, the Public Funds Investment Act, which requires the governing body of a local governmental entity, such as TRWD, to adopt a written investment policy regarding the investment of its funds and funds under its control. The Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of TRWD's funds.

103.2 Scope. This Investment Policy shall govern the investment of all financial assets of TRWD. These funds are accounted for in TRWD's Annual Financial Report and include:

- General Fund;
- Governmental Contingency Fund;
- Capital Projects Fund – Central City;
- Governmental Debt Service Fund;
- Revenue Fund;
- Interest and Redemption Fund;
- Enterprise Contingency Fund;
- Reserve Fund;

- Enterprise Construction Funds;
- Dallas - Revenue Fund;
- Dallas - Interest and Redemption Fund;
- Dallas - Reserve Fund;
- Dallas - Bond Funds; and,
- Any new fund created by the District, unless specifically exempted from this Investment Policy by law.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds.

103.3 Investment Objectives. TRWD shall manage and invest its cash with four primary objectives, listed in order of priority: (1) safety; (2) liquidity; (3) public trust; and (4) yield, expressed as optimization of interest earnings. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with local, state, and federal law.

TRWD shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum earnings on short-term investment of idle cash.

103.3.1 Safety. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

Credit Risk. TRWD will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:

- Limiting investments to the safest type of investments;
- Researching the financial institutions and broker/dealers with which TRWD will do business; and,
- Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.

Interest Rate Risk. TRWD will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity; and
- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

103.3.2 Liquidity. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in local government investment pools that offer same-day liquidity.

103.3.3 Public Trust. All participants in TRWD's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any cash management transaction that might impair public confidence in TRWD's ability to effectively manage the District's financial assets.

103.3.4 Yield (Optimization of Interest Earnings). The investment portfolio shall be designed with the objective of attaining a market rate of return sufficient to meet operating needs, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

103.4 Responsibility and Control.

103.4.1 Delegation of Authority to Investment Officer(s). In accordance with the Public Funds Investment Act and the Water Code, the Board of Directors may designate one or more officers or employees of TRWD to be Investment Officer(s) or may contract with a person to act as an Investment Officer. An Investment Officer is authorized to execute investment transactions on behalf of the District. No person may engage in an investment transaction or the management of District funds except as provided under the terms of this Investment Policy as approved by the Board of Directors. The investment authority granted to the investing officers is effective until rescinded by the Board of Directors.

103.4.2 Quality and Capability of Investment Management. All TRWD's designated investment officers and other investment personnel must receive all required training under Section 49.157 of the Water Code to ensure the quality and capability of investment management. The Board may designate approved training from an independent source for TRWD's investment officers and other investment personnel.

103.4.3 Internal Controls. TRWD's Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the District are protected from loss; theft; or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- Avoidance of collusion;
- Separation of transaction authority;
- Custodial safekeeping;
- Clear delegation of authority to subordinate staff members; and,
- Written confirmation for investments and wire transfers.

The Chief Financial Officer shall establish a process for annual independent review by an external auditor, consistent with Sections 11.2 and 11.3 of the Board Governance Policies, to assure compliance with policies and procedures.

103.4.4 Standard of Prudence. The standard of prudence to be applied by the Investment Officer(s) shall be the "prudent investor" rule. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under TRWD's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written, approved investment policy of the District.

103.4.5 Indemnification. The Investment Officer(s), acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes,

provided that these deviations are timely reported and the appropriate action is taken to control adverse developments.

103.4.6 Ethics and Conflicts of Interest. Investment Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions.

Investment Officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

An Investment Officer who has a personal business relationship with an organization seeking to sell an investment to TRWD shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the District shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and TRWD.

An investment officer has a personal business relationship with a business organization if:

- The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization'
- Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
- The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

103.5 Suitable and Authorized Investments.

103.5.1 Portfolio Management. TRWD currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. Investments may be liquidated prior to maturity, however, for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.

- Cash flow needs of the District require that the investment be liquidated.

103.5.2 Investments. TRWD funds governed by this Investment Policy may be invested in the instruments described below, along with any other instruments authorized by the Public Funds Investment Act. Investment of District funds in any instrument or security not authorized for investment under the Act is prohibited. TRWD will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

Authorized Investments: Authorized investments in which TRWD funds governed by this policy may be invested include:

- Obligations of the United States of America, its agencies, and instrumentalities.
- Certificates of Deposit issued by a bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas, or by a savings and loan association or a savings bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas and that is guaranteed or insured by the Federal Deposit Insurance or its successor or secured by obligations in a manner and amount provided by law for deposits of the District.
- Money Market Mutual funds that are (1) registered and regulated by the Securities and Exchange Commission; (2) have a dollar weighted average stated maturity of 90 days or less; (3) rated AAA by at least one nationally-recognized rating service, and (4) seek to maintain a net asset value of \$1.00 per share.
- Local government investment pools, which (1) meet the requirements of Texas Government Code § 2256.016; (2) are rated no lower than AAA or an equivalent rating by at least one nationally-recognized rating service; (3) seek to maintain a \$1.00 net asset value; and, (4) are authorized by resolution or ordinance adopted by the Board of Directors.
- Municipal bonds issued by a state or local municipality, which (1) meet the requirements of Section 2256.009 of the Public Funds Investment Act; and (2) are rated no lower than AAA or equivalent rating by at least one nationally-recognized rating service.

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Investments Not Authorized. Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over ten years are strictly prohibited.

103.5.3 Maximum Maturities. The longer the maturity of investments, the greater their price volatility. It is, therefore, TRWD's policy to concentrate its investment portfolio in shorter-term securities to limit principal risk caused by changes in interest rates.

TRWD attempts to match its investments with anticipated cash flow requirements. Specific maturity limitations are discussed below with respect to each Fund's strategy.

103.5.4 Diversification. TRWD recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Risk is managed through portfolio diversification that shall be achieved by using the following general guidelines:

- Limiting investments to avoid over-concentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law);
- Limiting investment in investments that have higher credit risks, such as commercial paper;
- Investing in investments with varying maturities; and,
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

103.6 Selection of Banks and Dealers

103.6.1 Depository. At least every five years, the Finance and Audit Committee, along with TRWD staff, will review TRWD's Depository agreement. As part of this review, the Finance and Audit Committee will seek updated pricing and services offered to ensure alignment with TRWD's procedures and goals.

103.6.2 Authorized Brokers/Dealers. In consultation with the Finance and Audit Committee, TRWD shall, at least annually, review, revise and adopt a list of qualified brokers/dealers and financial institutions authorized to engage in

securities transactions with the District. Those firms that request to become qualified bidders for securities transactions will be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience, and reputation. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1, and qualified depositories. TRWD will provide a copy of this Investment Policy to all broker/dealers authorized to engage in securities transactions with the District. Investment pools must sign a certification acknowledging that the organization has received and reviewed TRWD's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by this Investment Policy.

103.6.3 Competitive Bids. It is TRWD's policy to use competitive bidding for all individual security purchases and sales except for: (a) transactions with money market mutual funds and local government investment pools and (b) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution.

103.6.4 Delivery vs. Payment. Securities shall be purchased using the delivery vs. payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

103.7 Safekeeping of Securities and Collateral

103.7.1 Safekeeping and Custodian Agreements. TRWD shall contract with a bank or banks for the safekeeping of securities either owned by the District as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by TRWD shall be held in the District's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by a third-party custodian designated by the District and pledged to the District as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be retained. Collateral may be held by the depository bank's trust department, a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the District.

103.7.2 Collateral Policy. Consistent with the requirements of Chapter 2257 of the Texas Government Code, the Public Funds Collateral Act, it is TRWD's policy to require full collateralization of all District funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value

of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, TRWD may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with whom TRWD has a current custodial agreement. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership must be supplied to the District and retained.

Collateral shall be reviewed annually by TRWD's external auditors to assure that the market value of the pledged securities is adequate.

103.7.3 Accepted Collateral. The District shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities;
- Direct obligations of the State of Texas or its agencies and instrumentalities;
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally-recognized rating firm not less than A or its equivalent with a remaining maturity of ten years or less;
- A surety bond issued by an insurance company rated as to investment quality by a nationally-recognized rating firm not less than A; and
- A letter of credit issued to the District by the Federal Home Loan Bank.

103.7.4 Subject to Audit. All collateral may be subject to inspection and audit by TRWD's external auditors.

103.8 Performance.

103.8.1 Performance Standards. TRWD's investment portfolio will be managed in accordance with the parameters specified within this Investment Policy. The portfolio shall be designed with the objective of obtaining a rate of return through operating cycles, commensurate with the investment risk constraints and the cash flow requirements of the District.

103.8.2 Performance Benchmark. It is TRWD policy to purchase investments with maturity dates coinciding with cash flow needs. Through this

strategy, TRWD shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a quarterly basis on all securities owned and compared to current book value.

103.9 Reporting.

103.9.1 Reporting Methods. The Investment Officer(s) shall prepare an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities and maturities and shall explain the total investment return for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally-accepted accounting principles. This summary will be prepared in a manner that will allow TRWD to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The quarterly investment report will be provided to the Board of Directors. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Listing of investments by maturity date.
- Fully-accrued interest for the reporting period.
- The percentage of the total portfolio that each type of investment represents.
- A statement of compliance of the District's investment portfolio with state law and this Investment Policy.

TRWD's external auditor will perform a formal annual review of the quarterly reports with the results reported to the Board of Directors as part of the yearly audit.

103.9.2. Monitoring Market Value. The market value of all securities in the portfolio will be determined on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed quarterly in a written report provided to the Board of Directors.

The Investment Officer(s) shall monitor the credit ratings on securities that require minimum ratings. This may be accomplished through website research, or with the assistance of investment advisors, broker dealers, banks, or safekeeping agents. If any security falls below the minimum rating required by this Investment Policy, the Investment Officer(s) shall notify the General Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available.

103.10 Fund Strategies

103.10.1 Objectives. Investments in all funds discussed below shall be made with the primary objectives of: (1) safety and preservation of principal; (2) liquidity; (3) diversification; and (4) optimization of interest earnings, as follows:

Safety and Preservation of Principal. TRWD maximizes safety and preservation of principal by limiting investments to the safest types of investments and researching the financial institutions and broker/dealers with which the District conducts business.

Liquidity. Liquidity needs are discussed below within each fund type.

Diversification. Within each of TRWD's funds, diversification is achieved by staggering both maturities and purchase dates to minimize the impact of market movements over time.

Optimization of Interest Earnings. Each fund's investment portfolio shall be designed to obtain a market rate of return sufficient to meet operating needs.

An explanation of each fund's specific purpose and primary strategy is listed below.

103.10.2 General Fund. The General Fund accounts for flood control, recreation, economic development, and general operations of the District. Funds available in the General Fund are used to pay the ongoing operational expenditures each fiscal year.

The primary strategy is to match the operational expenditures of the General Fund with tax revenues, investment interest, maturing investments, and other income sources, and invest any surplus fund balance to match future expenditure cash flow needs.

Maximum Maturity – 3 Years

103.10.3 Governmental Contingency Fund. This fund holds non-tax revenue for the Governmental Funds and can be used for Board-approved projects including but not limited to recreation and economic development.

All interest earnings from the Governmental Contingency Fund are reinvested in the Governmental Contingency Fund.

The primary strategy of the Governmental Contingency Fund is to purchase investments utilizing current coupon obligations to meet liquidity needs.

Maximum Maturity – 3 Years

103.10.4 Capital Projects Fund. This fund accounts for unexpended construction proceeds for Governmental Capital projects. Interest earnings from this fund are transferred to the Debt Service Fund to help pay the debt service on the governmental bonds; if no bonds are outstanding interest earnings will remain in the Capital Projects fund.

The primary strategy of this fund is to match maturing investments with anticipated project cash flow needs. Shorter-term obligations and Investment Pools are used to match any immediate liquidity needs that arise due to the estimation of the construction process and its related cash flows.

Maximum Maturity – 3 Years

103.10.5 Governmental Debt Service Fund. The Governmental Debt Service Fund accounts for the monies used to pay the debt service on outstanding governmental bonds. Interest earnings from the Capital Projects Funds are transferred to the Interest and Redemption Fund for debt service.

The primary strategy of this fund is to use investments with maturity dates on or before the debt service payment dates.

Maximum Maturity – 6 Months

103.10.6 Revenue Funds. The Revenue Funds account for the operation of TRWD's water supply and water sales functions. Income from water sales, interest earnings, and other income sources are used to pay the ongoing operational expenses each fiscal year. In addition, monies required to supplement the District's and Dallas's revenue bonds debt service are transferred to the District's and Dallas's Interest and Redemption Funds semi-annually (respectively).

The primary strategy is to keep all investments short-term in nature, allowing maturities to match the semi-annual outflows to the Interest and Redemption Fund and any operational expenses as they arise.

Maximum Maturity – 9 Months

103.10.7 Enterprise Construction Funds –Bond Issue Funds. These funds account for unexpended construction proceeds for the various Construction Funds projects. Interest earnings from these funds are transferred to the Interest and Redemption Fund (TRWD and Dallas respectively) to help pay the semi-annual debt service on the revenue bonds.

The primary strategy of these funds is to match maturing investments with anticipated construction cash flow needs. Shorter-term obligations and Investment Pools are used to match any immediate liquidity needs that arise due to the estimation of the construction process and its related cash flows.

Maximum Maturity – 3 Years

103.10.8 Interest and Redemption Funds. These funds account for the monies used to pay the semi-annual debt service on outstanding revenue bonds. Interest earnings from the Enterprise Construction Funds and the Reserve Funds are transferred to the Interest and Redemption Funds (for TRWD and Dallas respectively) prior to the semi-annual debt service dates. Any remaining funds needed are transferred from the respective Revenue Funds.

The primary strategy of these funds is to use investments with maturity dates on or before the semi-annual debt service payment date.

Maximum Maturity – 6 Months

103.10.9 Reserve Funds. These funds represent bond reserve funds associated with outstanding revenue bonded debt. The TRWD Reserve Fund is required to maintain a minimum market value equal to the maximum outstanding debt service payment in any given year. The Dallas Reserve Fund is required to maintain a minimum market value equal to the average annual outstanding debt service payment.. Interest earnings from these funds are transferred to the Interest and Redemption Fund (for TRWD and Dallas respectively) to help pay the semi-annual debt service on the revenue and contract revenue bonds.

The primary strategy of the Reserve Funds is maintaining adequate market value to meet the reserve requirement.

Maximum Maturity – Not to exceed the District's last maturing revenue bond

103.10.10 Enterprise Contingency Fund. This fund is established by bond covenant and is to be used primarily for unexpected or extraordinary expenses of the water supply system for which other funds are not otherwise available. This fund can also be used to pay debt service when funds in the Interest and Redemption

Fund are insufficient for that purpose. The Enterprise Contingency Fund contains moneys received as buy-in premiums from additional water customers who purchased the right to buy water at the system rate. These buy-in premiums are kept in the Enterprise Contingency Fund at the request of the District's customer advisory board. All interest earnings from the Enterprise Contingency Fund are reinvested in the Enterprise Contingency Fund.

The primary strategy of the fund is to purchase investments, utilizing current coupon obligations to meet liquidity needs.

Maximum Maturity – 3 Years

103.11 Investment Policy Adoption and Amendment. TRWD's Board of Directors shall adopt this Investment Policy by a resolution of the Board of Directors. It is TRWD's intent to comply with state laws and regulations. Accordingly, this Investment Policy shall be subject to revisions consistent with changing laws, regulations, and needs of the District. The Board of Directors shall adopt a resolution stating that it has reviewed the policy and investment strategies annually, approving any changes or modifications.

Broker List - 2026

Company

Contact

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Dallas, TX 75225-8030

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214-365-5562
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920 Memorial City Way
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Sterling Plaza - 5949 Sherry Lane, Suite 1470
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Mischler Financial Group
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Piper Sandler Companies
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Jason Jeansonne (CRD# 2622869)
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Submitted by

Approved by

Sandra Newby, Chief Financial Officer

Paxton Motheral, Vice President

Date

Date

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: December 16, 2025

SUBJECT: Consider Approval of New and Revised TRWD Policies

FUNDING: N/A

RECOMMENDATION:

Management recommends approval.

DISCUSSION:

Under TRWD Governance Policy 5.2, the General Manager or designee shall monitor Board policies and the implementation of Board policies and identify any needed changes or additions to existing Board policies to ensure compliance with all local, state, and federal law, and the effective operations of the District.

Board Governance Policies are the policies regarding the Board's own internal operations and procedures and shall be binding on all individual Directors serving on the Board. Board Approved Policies serve as a primary method by which the Board exercises its governance over the operation of the District. Board Governance policies and Board Approved policies each require board approval.

Accordingly, Management recommends the following changes to TRWD policies:

- **Governance Policies 3.12 (Training)**
 - This update ensures that the Board of Director training requirements specifically reference the training required for newly-elected Board members.
- **Governance Policies 6.1 (Regular Monthly Board Meetings), 6.4 (Notice to the Public), and 6.13 (Training)**
 - This update reflects the changes necessary to be in compliance with the Open Meetings Act. Specifically, this policy now includes the 3 business day notice provision, along with the requirement to deliver the proposed budget in connection with notice for any meeting at which the budget will be addressed or adopted by the Board of Directors. Language regarding the locations and timeframes of the required notice have also been updated to track statutory requirements.
- **Governance Policy 10.5 (External Counsel)**
 - This update modifies the review requirement for external legal counsel RFQs.

- **Governance Policy 11.1 (Internal Auditors)**
 - This update addresses the modified auditor reporting structure and incorporates several of the recommendations proposed by the TRWD team.
- **Board Approved Policy 201 (Purchasing and Procurement)**
 - This update adds two new sections (201.5.5 and 201.5.6) to modify delegations of authority for the GM and designees to enter into certain ILAs and sponsor agreements.

This item was reviewed by the Administration and Policy Committee on December 8, 2025.

Submitted By:

Stephen Tatum
General Counsel

3.0 THE BOARD OF DIRECTORS

TRWD shall be governed by a board of five elected directors.

3.1 Board Authority. The Board shall be responsible for the management of all the affairs of TRWD.

The Board may only officially act or transact any business of TRWD by majority vote of the Directors present at a properly-noticed meeting that complies with the Texas Open Meetings Act, at which a quorum of the Board is present and voting.

3.2 No Individual Director Authority. Individual Directors shall not exercise authority over TRWD, its property, or its employees. Unless expressly authorized by the Board, individual Directors may not act on behalf of the Board, may not speak on behalf of the Board, and may not commit the Board on an issue.

No individual Director may waive or disclose any privilege, confidential information, or right available to the Board, including any privileges or confidentiality which may apply to litigation, to real property matters, to matters concerning the awarding of contracts, or purchasing of equipment or materials.

3.3 Board Duties and Responsibilities. The Board will select and employ a person to serve as the General Manager for TRWD. The Board makes all decisions regarding the General Manager's compensation and has the authority to remove the General Manager in the best interests of TRWD. The General Manager will report directly to the Board.

The Board, in consultation with and with recommendations developed by the General Manager and executive team, will adopt the overall strategic plan and objectives of TRWD and review them on a regular basis. The Board shall also adopt policies it determines are in the best interest of TRWD for the operation of the District.

Each year, the Board shall adopt an annual budget.

The Board shall faithfully discharge its duties by conducting its affairs and management of TRWD in a highly ethical manner to serve the public trust and based on sound business judgment. Directors shall not discharge their duties or direct actions of TRWD for any purpose of private gain or to seek personal advantage.

3.4 Delegation to the General Manager. The Board delegates to the General Manager the full authority to manage and operate TRWD's affairs subject only to the orders or directives of the Board. This delegation of authority to the General Manager includes all general powers and duties in the Enabling Act, other applicable law, and Board policies necessary to accomplish TRWD's mission, plans, and strategic objectives as approved by the Board, except for the powers and duties specifically reserved for the Board by the Enabling Act, state law, or other Board policies.

The Board's delegation of authority to the General Manager includes the authority to employ all persons necessary to properly conduct TRWD's business and operations. The general powers, duties, and responsibilities of the General Manager are set forth in Section 4.0 of these Board Governance Policies.

The strategic objectives TRWD identifies to guide its works shall be set forth in a Strategic Plan prepared by the General Manager and adopted by the Board that is updated and presented regularly to TRWD's Board, and no less than once every five (5) years, to ensure TRWD is furthering its mission for the North Texas community.

3.5 Elections. The election of Directors for TRWD's Board is governed by Texas Water Code Chapter 49, subchapter D and the Texas Election Code. Elections will be held in May of each odd-numbered year to elect the appropriate number of Directors. Generally, members of the Board shall serve staggered four-year terms until their successors have been qualified.

The Board shall convene at a regularly-scheduled, special, or called Board meeting no later than the eleventh day after the election day and not earlier than the time prescribed by the Election Code to conduct the local canvas. After the local canvas is conducted at the Board meeting, and before further Board action is taken, the elected candidates shall be administered the oath of office.

Within thirty (30) days after qualification of Directors following an election, each elected Director shall certify in writing that he or she has read these Board Governance Policies and agrees to follow them in the discharge of his or her duties as a Director of TRWD's Board.

3.6 Election of Officers. At the first Board meeting after qualification of Directors following an election, the Board shall elect from its membership a President, Vice President, and Secretary and such other officers or assistant officers the Board deems necessary. In addition, the Board may call an election of officers as it deems necessary and appropriate based on a majority vote of the Board at a properly-noticed meeting at which a quorum of the Board is present and voting.

The Vice President or Secretary shall serve as chairperson and shall preside over the Board meeting during the election of officers until such time as the President is elected.

Nominations for officers may be taken from the floor at the Board meeting prior to the vote. After nominations have been closed, Board members shall cast their vote. When there is only one nominee for an office, the chair can declare that the nominee is elected, effecting the election by unanimous consent or acclamation. An election to an office shall become final immediately.

Individual officer vacancies in the midst of a term may be filled by vote of the Board at the next regularly-scheduled Board meeting or at a special or called Board meeting.

3.7 Duties of the President. The Board President is the chief executive officer of the District and shall execute all documents on behalf of TRWD unless the Board authorizes another Director, the General Manager, or other TRWD staff member to execute a document or documents on behalf of TRWD. The President shall generally be authorized to represent the District at official functions unless the Board authorizes another Director to serve as the District's representative at a particular function.

The President shall preside as the chairperson at all Board meetings. In the absence or unavailability of the President, the Vice President or Secretary shall preside. As chairperson, the President shall:

1. Call to order any Board meeting;
2. Preserve order and decorum in all Board meetings;
3. Confine the Directors' debate at Board meetings to the issue under discussion;
4. Decide all questions of order with guidance from *Robert's Rules of Order*, subject to a Director's appeal and request for a vote on the question of order;
5. Have the right to declare a recess for a short intermission or break; and
6. State all questions submitted for a voice vote or roll call vote, upon the request of any Director.

The President shall generally be authorized to recommend the creation of Board committees to the Board and appoint Directors to serve on Board committees. The President shall call special meetings of the Board and review the agendas for Board meetings.

The President shall inform the Board of all correspondence to TRWD that directly concerns the Board and deliver the advice of attorneys and auditors to Directors.

The President, in consultation and cooperation with the General Manager and executive team or leadership team, shall respond to Director requests for reports, Director requests for information, requests for special meetings, and placement of matters on the agenda for Board meetings. The President may request that the General Manager or appropriate executive or leadership team member respond to Director requests.

3.8 Duties of the Vice President. The Vice President shall act as the Board President in case of absence or unavailability of the President. The Vice President shall serve as the chairperson at any Board meeting if the President is absent. The Vice President shall also have authority to execute contracts and documents on behalf of TRWD in the

absence or unavailability of the President. The Vice President shall also have the authority to attest to the President's signature on all contracts and legal documents if the Secretary is absent or unavailable.

3.9 Duties of the Secretary. The Secretary is responsible for ensuring that all records and books of TRWD are properly kept and may attest to the President's signature on all contracts and legal documents. TRWD's Records Management Officer assists the Secretary in the discharge of this responsibility to ensure proper management and retention of records and books. The General Manager may select one or more staff members to assist the Secretary and Records Management Officer ensure proper management and retention of records and books.

3.10 Access to Information. An individual Director, acting in his or her official capacity, shall have the right to request and obtain information regarding TRWD's administration or operations, including fiscal management, contracting and purchasing, personnel matters, and existing reports or internal correspondence regarding TRWD's affairs. If a Director is not acting in his or her official capacity, the Director has no greater right to TRWD records than a member of the public.

If information is requested and provided to an individual Director that is confidential or privileged, the General Manager or his designee shall advise the Director of the responsibility to comply with all confidentiality and privilege requirements.

Individual Directors shall not direct or require TRWD staff to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to TRWD staff regarding the preparation of reports shall be made by the Board as a whole.

3.11 Communication with or regarding TRWD Staff. Directors should direct all requests for information from or meetings with TRWD staff to the General Manager or his or her designee. The General Manager, or his or her designee, may make the decision whether to attend the meeting between a Director and TRWD staff.

A Director may not exert pressure of any kind on the General Manager or staff members to hire, promote, change the compensation or benefits of, or dismiss any employee of the District. The authority to hire, promote, dismiss, or change the compensation or benefits of any TRWD staff ultimately rests with the General Manager. If a Director does attempt to exert such pressure, the General Manager is instructed and obligated to bring the matter to the attention of the Board.

3.12 Training. The Board shall receive annual training and/or legal updates regarding open governance, particularly the Texas Open Meetings Act and Texas Public Information Act, and ethics. Each new Director must ensure that the Director completes the training required by Texas Government Code Section 551.005 not later than the 90th day after the Director assumes the role.

3.13 Board Compensation. A Director is entitled to receive fees of office for each day the Director actually spends performing the duties of a Director. For this policy, “performing the duties of a Director” means substantive performance of the management or business of the District, including participation in Board and committee meetings and other activities involving the substantive deliberation of District business and in pertinent educational programs. The phrase does not include routine or ministerial activities such as the execution of documents, self-preparation for meetings, or other activities requiring a minimal amount of time.

The Board by resolution shall set the fees of office, as well as a limit on the fees of office that a Director may receive in a year. The Board may not set the fees of office at an amount greater than the amount of the per diem set by the Texas Ethics Commission for members of the legislature under section 24a, Article III, Texas Constitution. The Board may not set the annual limit at an amount greater than \$7,200.

3.14 Expense Reimbursement. Directors may submit and receive reimbursement for actual expenses incurred by an individual Director for his or her reasonable travel, lodging, or meals required when attending to the business of the District.

3.15 Education and Training Expenses. Because a well-educated and knowledgeable Board of Directors is important to TRWD’s mission and objectives, TRWD may authorize and reimburse Directors’ reasonable expenses for attending educational, training, and developmental opportunities related to issues facing water districts.

3.16 Board Vacancies. A mid-term vacancy on the Board shall be filled for the remainder of the unexpired term by appointment of the Board no later than sixty (60) days after the date the vacancy occurs. The appointment shall be made by majority vote of the Board at a regular or special meeting. Eligible candidates for appointment shall be compiled through any process the Board in its discretion determines to be fair, appropriate, and in the best interests of the public. Factors to consider in making the appointment may include the amount of time before the next regular Board election, the results of the most recent past election, public input, and any other factors the Board considers to be in the public’s interest.

AUTHORITY

Tex. Elec. Code § 67.003(b)

Tex. Gov’t Code §§ 551.001, et seq.

Tex. Water Code § 49.053

Tex. Water Code § 49.054

Tex. Water Code § 49.056

Tex. Water Code § 49.057

Tex. Water Code § 49.060

Tex. Water Code § 49.105

Tex. Water Code, Chapter 49, subchapter D

6.0 BOARD MEETINGS

A meeting of the Board of Directors of TRWD is defined as any meeting that is required to be posted under the Texas Open Meetings Act. The Board shall give written notice of the date, hour, place, and subject(s) of each meeting it holds.

All regular monthly meetings and special meetings of the Board shall be open to the public, and public notices shall be posted in compliance with applicable state law.

6.1 Regular Monthly Board Meetings. The Board of Directors shall conduct monthly regular Board meetings in accordance with Section 49.064 of the Texas Water Code and Chapter 551 of the Texas Government Code. The Monthly Board Meeting shall be held at 800 E. Northside Drive, Fort Worth, Texas in the TRWD Administrative Offices building. When determined necessary and for the convenience of the Directors, the Board President, or a majority vote of the of the Board, may change the location of a Board meeting. The notice for that Board meeting shall reflect the changed location.

Directors of the TRWD shall be given ~~72 hours'~~ 3 business days' notice for regular monthly and special meetings.

All meeting notices and official records of Board meetings shall be preserved in accordance with applicable state law and TRWD's record retention procedures.

6.2 Special or Called Board Meetings/Board Workshops. The Board President shall call special or called Board meetings or workshops as appropriate. The Board President shall call a special or called Board meeting or workshop at the President's discretion or at the formal, written request of two Directors. A formal request shall:

1. Be submitted by two or more Directors to the Board President either by e-mail or paper;
2. Contain language for the specific agenda item(s) for the requested special or called Board meeting that is/are identical from two Directors; and
3. If submitted on paper, be signed by two or more Directors with the date of the request.

The Board shall hold a special or called meeting addressing the specific agenda items presented in the formal, written request within 60 days after the formal, written request is received.

6.3 Emergency Meetings. The Board President may call an emergency meeting when an emergency or an urgent public matter arises that is an imminent threat to public health and safety, or a reasonably unforeseeable situation arises, and the Board has a need to take immediate action.

Notice for emergency meetings shall be provided to the Directors at least one hour prior to the scheduled time of an emergency meeting.

6.4 Notice to the Public. Notice of a Board meeting shall be posted in a place conveniently readily accessible to the general public ~~and~~, in the Administrative Offices of TRWD, as well as on the internet, at least ~~72 hours~~ 3 business days before the scheduled ~~time~~ date of a meeting. TRWD shall make a good-faith attempt to continuously post the notice on the internet at all times for at least 3 business days before the scheduled date of the meeting. The notice posted publicly and in the Administrative Offices must be readily accessible to the general public during normal business hours. The notice shall also be provided to the secretary of state and the county clerk of the county in which the administrative office of TRWD is located; or, TRWD may post notice of each meeting on TRWD's website.

Notice of a meeting at which the Board will discuss or adopt a budget for TRWD must include:

1. A physical copy of the proposed budget (unless TRWD makes the proposed budget clearly accessible on the home page of its internet website); and
2. A taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if (a) the proposed budget is adopted and (b) a balanced budget funded at the no-new-revenue tax rate as calculated under Chapter 26, Tax Code, is adopted.

Notice for an emergency Board meeting or the addition of an emergency action item to a meeting agenda shall be posted for at least one hour before the meeting is convened.

6.5 Executive Session (Closed Meeting). The Board of Directors may meet in executive session closed to the general public on matters exempted by the Texas Open Meetings Act or other applicable state law from public meeting requirements, provided that requirements for public notice and documentation of such sessions are followed.

Procedures for Executive Session: If a closed meeting is allowed, the Board shall not conduct the executive session unless a quorum of the Board first convenes in an open meeting for which proper notice has been given and the presiding officer has publicly announced that an executive session will be held and has identified the section or sections of the Texas Open Meetings Act or other applicable law under which the executive session is held.

Certified Agenda: The Board shall keep a certified agenda of the proceedings of each executive session closed to the general public except for private consultations with the District's attorney as permitted under Sections 551.071 and 551.103 of the Texas

Government Code. The certified agenda will include a statement of the subject matter for each deliberation, a record of any further action taken, and an announcement by the Board President at the beginning and end of the closed executive session indicating the date and time. Board members, acting in their official capacity, may not receive, remove, or copy the certified agenda from an executive session.

The Board President shall attest that the certified agenda is a true and correct record of the proceedings. The certified agenda will be retained by the District's General Counsel as a record of a closed executive session for at least two years after the date of the meeting. If litigation regarding the executive session is brought within the two-year preservation period, the Board shall preserve the certified agenda while the litigation is pending.

Recording Prohibited: Executive sessions (closed meetings) shall not be recorded by any person unless a majority vote of the Board authorizes such recording.

Conflicts of Interest in Executive Session: A member of the Board of Directors shall not participate in a portion of an executive session involving any litigation that the member has pending against the District. Additionally, no person shall attend a portion of an executive session when the individual's interests on a topic are adverse to the District's.

No Participation in Improper Closed Meetings: No Director shall willfully call or aid in calling an executive session, or to close a meeting or session to the public, or willfully participate in an executive session where an executive session is not duly posted or otherwise not permissible. No Director shall knowingly participate in an executive session knowing that a certified agenda of the executive session is not being kept. No Director or group of Directors of the Board should circumvent, or conspire to circumvent, the provisions of the Texas Open Meetings Act by meeting in numbers constituting less than a quorum for the purpose of secret deliberations in contravention of the Open Meetings Act.

If, in the opinion of a Director, a discussion in the executive session goes beyond the specific called agenda item(s) or includes topics that should not be discussed in executive session under law, the Director should call the presiding officer's attention to a "point of order."

Except as required by court order, other applicable law or under the provisions of this section, no one other than a TRWD Board member will be granted access to executive session records. Requests for access or review of such records by a TRWD staff member or legal counsel retained to represent TRWD must be made in writing to the General Counsel and must state the reasons for the request. Access to the records will be granted only by the General Counsel. The General Counsel will be responsible for maintaining the confidentiality of executive session records.

6.6 Rules of Order. The Board of Directors will use the modified parliamentary procedures as articulated in *Robert's Rules of Order, Newly Revised* as a guide when

applicable or when any procedural dispute arises. The Board President shall be the final authority for interpreting the applicability of *Robert's Rules of Order* in all Board meetings. The Board may suspend procedural rules at any Board meeting by a majority vote of Directors who are present and cast a vote.

6.7 Voting. Directors may vote by a show of hands or by voice vote, depending on the direction given by the Board President. Any Director may abstain from a vote. Such vote or abstention from the vote shall be recorded upon that Director's request.

Any final action, decision, or vote by the Board on a matter deliberated in an executive session shall be made only in an open meeting for which proper notice has been given.

6.8 Discussion and Limitations. All Board discussions shall first be addressed to the Board President and then opened to the entire Board. Discussion shall be limited solely to the agenda item presently under deliberation. The Board President shall terminate any discussion that does not apply to the agenda item before the Board.

Additionally, the Board President shall terminate discussions which exceed any agreed time limitation for discussion of a particular agenda item, and that time limit has expired. The Board President shall not otherwise interfere or impede debate among the Directors so long as members wish to address only those items under consideration.

Directors shall conduct themselves in accordance with the Board's Standards of Conduct and ethical obligations during discussions.

6.9 Public Comment. The Board shall provide a forum at regular Board meetings for members of the public to comment on matters not on the agenda. The Board will allow each member of the public who desires to address the Board regarding an item on an agenda for an open meeting of the Board to address the Board regarding the agenda item at the beginning of the Board meeting during the public comment forum provided by the Board. At all other times during Board meetings, the audience shall not enter into discussion or debate on matters being considered by the Board.

All individual presentations shall be limited to three (3) minutes, regardless of the number of agenda items on which the individual seeks to comment, or six (6) minutes if such comments are provided through a translator. The Board President may allow additional time for an individual presentation if the Board President deems the time limit is unreasonable under the circumstances.

In response to an inquiry from a member of the public at a meeting, the Board may either provide a statement of specific factual information or recite existing policy. Any deliberation or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

6.10 Minutes. Action taken by the Board of Directors shall be carefully recorded by the Board Secretary or TRWD staff member assisting the Board Secretary and provided to

all Directors before the next meeting at which the minutes shall be approved. Public comments shall be recorded in the minutes by reciting the agenda item and/or subject written on the commenter's speaker card submitted prior to the meeting, or as communicated to TRWD staff prior to the public meeting. Corrections to the minutes shall be made at the meeting at which they are approved. Once approved or corrected by the Board at the next regular or special/called meeting, these minutes shall serve as the legal record of official Board action. Approved minutes of all meetings shall be signed by the Board President and Board Secretary.

Minutes of the Board of Directors meetings shall be kept in an official file and retained in accordance with TRWD's records retention schedule. Individuals wishing to review the minutes should contact TRWD during regular business hours. Minutes may also be accessed by visiting TRWD's website.

6.11 Conduct at Board Meetings. The Board shall not tolerate disruption of the meeting by members of the public. If, after at least one warning from the Board President, any person continues to disrupt the meeting by his or her words or actions, the Board President shall request assistance from law enforcement officials to have the person removed from the meeting.

Individuals attending Board meetings shall not engage in conduct that disrupts, interrupts, or causes delay in the proceedings. The Board President shall take such measures as may be necessary to ensure that decorum is preserved at all times during Board meetings.

6.12 Board Committees. Duly-created Board committees, discussed in Section 8.0 of these Board Governance Policies—which may consist of Directors and TRWD staff—may only conduct meetings, consider issues, and make recommendations to the Board regarding matters within the specific authority granted by the Board. Unless otherwise delegated by the Board to the committee, to be binding on the Board, all committee recommendations must be provided to the Board at the next regular or special/called Board meeting for consideration and discussion, and a vote by the Board regarding the committee's recommendation.

6.13 Training. Members of the TRWD Board of Directors shall participate in annual training prior to ~~September 1~~December 31st each year on the Texas Open Meetings Act: or other state laws or practices regarding open government.

AUTHORITY

Tex. Gov't Code §§ 551.001, et seq.

Tex. Gov't Code § 551.005

Tex. Gov't Code § 551.007

Tex. Gov't Code § 551.041

Tex. Gov't Code 551.042

Tex. Gov't Code § 551.043

Tex. Gov't Code § 551.045

Tex. Gov't Code E § 551.0554
Tex. Gov't Code § 551.101
Tex. Gov't Code § 551.103
Tex. Gov't Code § 551.104
Tex. Gov't Code § 551.144
Tex. Gov't Code § 551.445
Tex. Atty. Gen. Op. JC-0120 (1999)
Tex. Atty. Gen. Op. JM-1004 (1989)
Tex. Atty. Gen. Op. JC-0506 (2002)
Tex. Atty. Gen. Op. KP-0300 (2020)

10.0 COUNSEL

Legal services shall generally be provided to TRWD under the direction of the General Counsel. This includes the coordination of external counsel, including external counsel selected or authorized by the Board to represent the District.

The following sets forth the manner in which TRWD and its Board of Directors will utilize legal services from internal and external attorneys.

10.1 Internal Counsel. The Board delegates to the General Manager the authority to hire and employ an attorney or attorneys for the District, through TRWD's normal employee hiring process, to serve as the District's in-house legal counsel and representative in matters requiring legal services. This in-house legal counsel may serve as the District's General Counsel.

Internal counsel shall report directly to the General Manager or designee and assist the Board upon request.

10.2 Requests for Services from Internal Counsel. To coordinate and monitor the provision of legal services for the District, the Board delegates to the General Manager the ability to determine how to channel staff requests for legal advice from internal counsel.

Board requests for specific legal research and/or formal opinions of internal counsel must be requested by the President, a majority of the Board, or a written request to the President by two or more Board members. Board requests for legal services from internal counsel should be directed to the General Manager to provide to internal counsel.

10.3 Special Counsel to the Board. The Board may, by majority vote, retain Special Counsel to the Board, who may serve as the District's General Counsel, to advise on legal matters affecting the Board. The Board may utilize Special Counsel to the Board, in lieu of or in addition to internal counsel, to provide representation and advice to the Board at Board meetings.

The Board President is authorized to request Special Counsel to the Board to attend Board meetings or issue opinions. Special Counsel to the Board shall only be compensated for attending a Board meeting if their presence is requested in writing by the Board President.

Special counsel to the Board shall be responsible and report directly to the Board as a whole. Although Special Counsel to the Board reports directly to the Board, the attorney(s) shall coordinate and work with the General Manager, internal counsel, and/or other TRWD staff as appropriate to coordinate and enhance the quality of legal services provided to the Board.

10.4 Director Requests for Services from Special Counsel to the Board. Directors

may make requests for legal services from Special Counsel to the Board in writing to the Board President. Upon receipt of an appropriate request for legal services from a Board member, the Board President may request that Special Counsel to the Board perform the service or issue the opinion. If the Board President receives an identical or substantially similar request for legal services from Special Counsel to the Board from two or more Directors, the request must be forwarded to Special Counsel to the Board for action within a reasonable timeframe. Opinions by Special Counsel to the Board not provided during a Board meeting shall be issued in writing and delivered to all Directors.

10.5 External Counsel. Beginning at the latest January 1, 2022 and every three years after that, the Board, through the General Manager, shall publish a Request for Qualifications ("RFQ") for all external counsel, which includes Special Counsel to the Board. The General Manager in consultation and coordination with the executive in-house counsel and leadership teams ~~any other staff as may be designated by the General Manager~~ shall review all responses to the RFQ and present a list to the Board recommending the candidates deemed best qualified to provide external legal services to TRWD. The Board may adopt, reject, or amend the list of recommended external counsel.

The General Manager or in-house counsel, in consultation with the General Manager, shall have the ability to retain external counsel for TRWD in legal matters based on the list of external counsel approved by the Board.

External Counsel will report directly to the General Manager or in-house counsel, but is also responsible for reporting to the Board as requested. Special Counsel to the Board selected under the RFQ process shall report directly to the Board.

10.6 Attorney-Client Privilege. Communication with all legal counsel, whether internal counsel, Special Counsel to the Board, or external counsel, is considered confidential if it is not intended to be disclosed to third persons other than those to whom the disclosure is made in furtherance of the rendition of professional legal services to the District and/or the Board or those reasonably necessary for the transmission of the communication. The attorney-client privilege belongs to the Board, as a whole, and the privilege may not be waived except by the Board, as a whole. Any unauthorized disclosure of an attorney-client communication is strictly prohibited.

11.0 AUDITORS AND AUDIT REPORTING

11.1 Internal Auditor(s). The internal audit function exists to provide transparency in operations and finances to the Board, ensure current policies are being followed, and develop efficiencies in regular processes. To this end, TRWD shall employ an internal auditor a Chief Internal Auditor who will oversee, facilitate, and assist with TRWD's internal audit function. The Chief Internal Auditor will ensure that the internal audit process remains free of conditions or interference that would threaten the ability of the internal audit function to carry out its activities in an unbiased and independent manner. TRWD may also employ other audit personnel or independently contract with audit personnel to assist with TRWD's internal audit function.

To provide independence and objectivity in TRWD's internal audit function, the ~~internal auditor~~Chief Internal Auditor and any internal audit personnel shall report functionally to the Finance and Audit Committee and TRWD's Board and administratively to the ~~Deputy General Manager. The internal auditor~~General Manager or the General Manager's designee. The Chief Internal Auditor will serve as the liaison between TRWD's administration and the Finance and Audit Committee and Board with respect to the internal audit function. The ~~internal auditor~~Chief Internal Auditor will cooperate with other departments or divisions within TRWD as necessary to effectively perform the duties and responsibilities of the internal auditor while maintaining the independence of the internal audit function.

~~The Board may also approve and retain private auditors or a private auditing firm, for up to a five-year period, based on the recommendation of the Finance and Audit Committee and the internal auditor, to assist TRWD with its internal audit function. The Chief Internal Auditor may recommend to the Finance and Audit Committee that TRWD retain one or more private auditors or private auditing firms, for up to a five-year period, to assist TRWD with its internal audit function, including to provide additional audit support and specialized expertise as needed based on the scope of the annual audit plan. The Finance and Audit Committee may accept, reject, or modify the Chief Internal Auditor's recommendation. The Finance and Audit Committee must approve the Chief Internal Auditor's recommendation before TRWD retains one or more private auditors or private auditing firms. The recommendation and selection of a private auditor or private auditing firm must be on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price.~~

The private auditors or private auditing firm assisting with TRWD's internal audit function shall cooperate with the internal auditor and any TRWD personnel, but shall report to the Finance and Audit Committee and the Board.

All final audit reports completed by TRWD internal audit staff and/or private auditors or auditing firms will be presented to the Finance and Audit Committee by the Chief Internal Auditor.

11.2 External Auditor(s). External auditors shall be approved and retained by the

Board with the recommendation of the Finance and Audit Committee and the Chief Financial Officer. The external auditor will cooperate with, but function independently of, TRWD's executive management, the internal auditor, and TRWD staff.

The Board shall select an external auditor for provision of audit services for up to a five-year period.

TRWD's external audit examination shall be conducted in accordance with generally accepted auditing standards and shall include all funds over which the Board has direct or supervisory control.

When a circumstance occurs in which the external auditors feel that information should be brought directly to the Board, this matter shall be communicated to the Finance and Audit Committee, who shall in turn inform the full Board. The members of the Finance and Audit Committee are obligated to report such opinions or findings directly to the Board.

The auditors' final report, which shall include a letter to management, shall be submitted directly to the Finance and Audit Committee and subsequently presented to the whole Board.

11.3 Audited Financial Reports. TRWD's audited financial reports shall be prepared in accordance with Generally Accepted Accounting Principles as defined by the Governmental Accounting Standards Board and presented in "Audits of State and Local Government Units" and "Governmental Accounting and Financial Reporting Standards."

201.0 PURCHASING AND PROCUREMENT POLICY

TRWD is committed to obtaining quality goods and services at a reasonable cost by generating competition whenever possible, when allowed or required by law. TRWD should adhere to the highest ethical values in the purchase and receipt of, and payment for, goods and services to support TRWD's business. TRWD shall comply fully with all state and federal purchasing laws, rules, and regulations.

201.1 Purpose. The purpose of this Policy is to establish authority for the purchasing function within TRWD and provide a framework that promotes and facilitates an efficient purchasing function for TRWD's acquisition of goods and services that complies with all applicable state and federal purchasing laws.

201.2 Scope. This Purchasing Policy applies to all TRWD employees and officials involved in the purchasing process. This Policy applies to TRWD's purchase of goods or services made with funds approved by the Board.

201.3 Definitions. The following definitions apply to this Purchasing Policy:

Bidder - A company that submits a bid in response to a solicitation for goods or services.

Change Order – A document used in construction contracts to change the contract by modifying the plans, specifications, or scope of work after the performance of the contract has begun and potentially increasing or decreasing the contract amount. Change Orders may also be used to decrease or increase the quantity of the work to be performed or of the materials, equipment, or supplies to be furnished under a contract.

Confidential/Proprietary Information - Information provided in response to a request for a bid, proposal, or qualification by a bidder (a vendor, contractor, potential vendor, or potential contractor) to which the bidder claims ownership or exclusive rights and which is protected from disclosure under the Texas Public Information Act, Texas Government Code § 552.1101.

Contract - A formal, written agreement executed by an authorized TRWD employee containing the terms and conditions under which goods or services are furnished to TRWD.

Goods - Any personal property purchased by TRWD, including equipment, supplies, material, and component or repair parts.

Offeror - A company that submits a proposal in response to a TRWD purchasing or procurement request.

Services – The furnishing of labor and any ancillary materials by a vendor that does not include the delivery of a tangible end product and includes all work or labor

performed for TRWD on a contractual basis including maintenance, construction, manual, clerical, personal, or professional services.

Specifications - A concise description of the goods or services that TRWD seeks to procure and the requirements the vendor must meet to be considered for award. The specification is the total description of the item or services to be purchased.

Vendor – A supplier of goods or services to TRWD.

201.4 General Purchasing and Procurement Authority. The General Manager has designated the Purchasing Department as the purchasing and procurement authority for TRWD. The General Manager has designated the Purchasing Manager to determine the purchase or procurement method that provides the best value for TRWD that is consistent with this Policy and complies with the laws applicable to the District.

201.5 Contracting and Signature Authority. Unless contracting authority is otherwise delegated by the Board, all contracts that have a value of \$150,000 or greater must be approved by the Board. Change orders to existing contracts that would increase or decrease the contract by more than \$150,000 must be approved by the Board. Subject to the Procurement Requirements set forth in 201.9.6, the Board delegates to the TRWD staff-member responsible for administering a construction contract the authority to approve a change order that involves an increase or decrease of \$150,000 or less, as allowed by Texas Water Code § 49.273(i).

Except for documents required by law to have the Board President's signature, the Board delegates to the General Manager signature authority for all TRWD contracts. The General Manager may establish designees to sign contracts at specific amounts in a written Delegation of Signature Authority memorandum that is presented to the Board.

201.5.1 Renewal of Hardware/Software Maintenance and Support Agreements. The Board delegates authority to the General Manager or designee to approve renewal of annual hardware/software maintenance and support agreements. The General Manager or designee shall notify the Administration and Policy Committee regarding approval of any agreement for renewal of hardware/software maintenance and support over \$150,000.

201.5.2 Original Equipment Manufacturer (OEM) Repairs and Maintenance. The Board delegates authority to the General Manager or designee to approve contracts for pump station maintenance and large equipment repairs of \$150,000 or more using original equipment manufacturers or their authorized dealers. The General Manager or designee shall notify the Construction and Operations Committee regarding approval of any OEM items over \$150,000.

201.5.3 Public Relations and Advocacy Contracts. The Board delegates authority to the General Manager or designee to approve the renewal of public relations and governmental advocacy contracts that will, or are likely to, exceed \$150,000 in a

given fiscal year, provided that the General Manager or designee shall notify the Administration and Policy Committee regarding the approval of any such contract renewals. This delegation of authority also applies to renewals of contracts that may not exceed \$150,000 in a given fiscal year but will, over the life of the contract, exceed \$150,000.

201.5.4 Insurance Contracts. In accordance with delegation to the General Manager of ultimate authority to determine compensation and benefits for TRWD employees in Board Governance Policy 4.3, the Board delegates authority to the General Manager or designee to approve the renewal of administrative, personnel-related insurance and benefit agreements, provided that the General Manager or designee shall notify the Administration and Policy Committee of any renewals of contracts over \$150,000.

201.5.5 Interlocal Agreements. The Board delegates authority to the General Manager or designee to approve interlocal contracts of \$25,000 or less. The General Manager or designee shall notify the Board in writing of any such contracts prior to execution. The Board also delegates authority to the General Manager or designee to approve renewals of or amendments to interlocal contracts of \$150,000 or more. The General Manager or designee shall notify the Board in writing regarding approval of any renewals of or amendments to interlocal contracts over \$150,000. This delegation of authority also applies to renewals of or amendments to interlocal contracts that may not exceed \$150,000 in a given fiscal year but will, over the life of the contract, exceed \$150,000.

201.5.6 Sponsor Contracts. The Board delegates authority to the General Manager or designee to approve any sponsorship agreements related to events hosted by TRWD lasting no more than three business days. The General Manager or designee shall notify the Board in writing regarding approval of any sponsorship agreements.

201.0 Development of Purchasing Procedures. The General Manager or designee shall establish and implement administrative procedures or guidelines consistent with this Policy to guide TRWD in its purchasing function. The administrative procedures should include:

- A more detailed discussion of permissible competitive procurement methods TRWD may use;
- Specific state procurement requirements;
- Requirements for TRWD contracts and change orders to contracts that comply with all applicable law and TRWD's practice; and
- Safeguards for the detection and prevention of fraud, waste, and abuse in TRWD's purchasing process.

The administrative procedures should ensure that TRWD's purchasing and procurement

processes are fair and equitable, foster competition, and result in the provision of quality goods and services to TRWD at a reasonable cost.

201.1 Conduct of Purchasing Employees. TRWD employees assigned to the Purchasing Department and any other TRWD employees who are involved directly or indirectly in TRWD's procurement and purchasing process must follow TRWD's Board-adopted Employee Code of Ethics and must:

- Avoid activities that compromise or give the perception of compromising the best interests of TRWD;
- Avoid the knowing use of confidential or proprietary information for actual or anticipated gain;
- Maintain the confidentiality of the proprietary information of bidders and offerors, to the extent allowed by law;
- Avoid any activity that would create a conflict between their personal interest and the interest of TRWD;
- Avoid the appearance of unethical or compromising practices in relationships, actions, and communications associated with TRWD's purchase or procurement of goods or services;
- Avoid soliciting or accepting money, loans, gifts, favors, or anything of value, from present or potential vendors that might influence or give the perception of influencing a purchasing decision; and
- Never purchase goods or services for or on behalf of TRWD that are for their own personal benefit.

If any conflict or potential conflict of interest exists, the employee shall notify the Purchasing Manager in writing. If the Purchasing Manager finds that the employee has a conflict of interest, the employee will remove themselves from the purchasing or procurement process.

201.2 Violations. A violation or unauthorized departure from this Policy or the administrative procedures created to effectuate this Policy may result in removal from TRWD's purchasing process, disciplinary action up to and including termination as determined by the General Manager or designee, and possible criminal penalties.

201.3 Procurement Requirements. The following reflects TRWD's requirements for certain types of procurement.

The following strategies that are employed with the intention of circumventing the formal competitive bidding process are prohibited:

- Component Purchases – Purchasing a series of component parts or goods that, in normal purchasing practices, would be made in a single purchase.
- Separate Purchases - Purchasing goods or services in a series of separate purchases that, in normal purchasing practices, would have been made in a single purchase.
- Sequential Purchases – Purchases of items made over a period of time that, in normal purchasing practices, would be made in a single purchase.

201.9.1. Construction, Equipment, Materials, and Machinery Contracts.

For purchases over \$25,000 but less than \$150,000, TRWD shall solicit three formal bids on a uniform set of specifications as set forth in Texas Water Code § 49.273(e). Responses to the solicitation are not required to be sealed.

For purchases over \$150,000, TRWD shall solicit three formal bids on a uniform set of specifications. Responses to this solicitation must be sealed. TRWD shall advertise the solicitation in a newspaper with general circulation in TRWD's geographical area once a week for two consecutive weeks before the bids are opened, and the first publication must be at least fourteen days prior to the date of the opening of the sealed bids as required by Texas Water Code § 49.273(d).

201.9.2. Professional or Consulting Services. In accordance with Texas Government Code § 2254.003(a), TRWD may not select a provider of professional services on the basis of competitive bids but rather shall make its selection and award a contract on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Under Texas Government Code § 2254.002(2)(A), Professional Services include accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, and forensic science.

In accordance with 30 Texas Administrative Code § 292.13(4), TRWD shall maintain a list of at least three qualified persons or firms for each area of professional service used by the District. The pre-qualified persons or firms shall be sent a request for proposal for any contract award for a new project which is expected to exceed \$25,000.

In selecting attorneys, engineers, auditors, financial advisors, or other professional consultants, TRWD shall follow the procedures provided in the Professional Services Procurement Act, Texas Government Code Chapter 2254, Subchapter A, as required by Texas Water Code § 49.057(d).

TRWD shall select consultants, who study or advise TRWD under a contract but do not have a traditional employer-employee relationship with TRWD, based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

201.9.3 High-Technology Procurement. TRWD shall procure equipment, goods, or services of a highly technical nature, as defined by Texas Local Government Code § 252.001(4), of more than \$50,000 by using appropriate local government cooperative purchasing programs, a request for proposal, or competitive sealed bidding.

201.9.4 Reverse Auction Procedure. TRWD may use the reverse auction procedure, as defined by Texas Government Code § 2155.062(d).

201.9.5. Fuel Purchases. Fuel purchases will be procured based on the dollar limit thresholds listed in Section 201.9.1. The purchase requisition for fuel purchases should include, at a minimum: the type of fuel needed; the amount needed to include the unit of measure; the location of fuel delivery; and the required delivery date.

201.9.6 Change Order Limitations. Change orders are not subject to the requirements of 201.9.1. In accordance with Texas Water Code § 49.273(i), change orders, in the aggregate, may not increase the original contract price by more than twenty-five (25) percent. The aggregate of change orders that increase the original contract price by more than twenty-five (25) percent may be issued only as a result of unanticipated conditions encountered during construction, repair, renovation, or changes in regulatory criteria or to facilitate project coordination with other political.

201.9.7 Surplus Property. Any personal property valued at up to \$10,000 owned by the District, which is found by the General Manager or designee to be surplus and is not needed by the District, may be sold under order of the General Manager or designee either by public or private sale or may be exchanged for other personal property needed by the District. Personal property must be exchanged for like fair market value, which value may be determined by the District. The General Manager or designee shall notify the Finance Committee regarding surplus designation and sale.

201.10. Restriction of Communication. Once a formal procurement process has begun, all communication with bidders or potential bidders regarding the competitive solicitation must be made by and through the Purchasing Department. Any and all other communication between a bidder/offeror and TRWD staff concerning the competitive solicitation is strictly prohibited. Failure to comply with this requirement may result in TRWD disqualifying the bidder's/offeror's submittal.

This restriction on communication applies only to communications regarding the competitive solicitation and does not prohibit a bidder or potential bidder from communicating with the Board or TRWD staff regarding ongoing business with TRWD or contracts previously executed with TRWD.

201.11 Certificate of Interested Parties. Before TRWD enters into a contract that requires Board approval or has a value of at least \$1,000,000 or is for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305, the business entity must submit a disclosure of interested parties (Form 1295) with the

Texas Ethics Commission, as required by Texas Government Code § 2252.908.

201.12 Cooperative Purchasing. TRWD may use local government cooperative purchasing programs created in accordance with state law to satisfy its competitive bidding requirements. All matters relating to or purchases made through a cooperative purchasing program should be handled by the Purchasing Department.

201.13 Exemptions to Competitive Purchasing. TRWD is not required to utilize competitive bidding in the following circumstances:

- TRWD may contract with any person to provide laboratory or environment services related to the environment, health, or drinking water testing.
- TRWD is not required to advertise or seek competitive bids for repairs and maintenance if the scope or extent of the repair work cannot be readily ascertained or if the nature of the repair work does not readily lend itself to competitive bidding.
- TRWD is not required to advertise or seek competitive bids for security or surveillance systems or components of or additions to TRWD facilities relating to security or surveillance, including systems used for the prevention of terrorist or criminal acts and incidents or acts of war, if the Board finds that doing so would compromise the safety and security of TRWD facilities or residents.
- TRWD is not required to advertise or seek competitive bids for the purchase of electricity for use by the District.
- TRWD is not required to advertise or seek competitive bids for contracts for services related to compliance with a state or federal construction storm water requirement, including acquisition of permits, construction, repair, and removal of temporary erosion control devices, cleaning of silt and debris from streets and storm sewers, monitoring of construction sites, and preparation and filing of all required reports.
- TRWD may purchase equipment, materials, or machinery at an auction that is open to the public.
- If TRWD experiences an emergency condition that may create a serious health hazard or unreasonable economic loss to TRWD that requires immediate corrective action, TRWD may negotiate limited duration contracts to make the necessary repairs. TRWD shall comply with all requirements of Texas Water Code § 49.274 regarding such contracts.
- If goods or services are available from only one source and unique to one vendor, to the best of TRWD's belief based upon thorough research, TRWD

may purchase such sole source goods or services without competitive bidding.

201.14 Fair Opportunities and Diverse Businesses. TRWD is committed to promoting full and equal opportunity for all business to supply the goods and services needed to support the mission and operations of the District. TRWD encourages the participation and use of certified Diverse Businesses—businesses that are minority owned, woman-owned, socially disadvantaged, economically disadvantaged, small, service-disabled, and/or historically underutilized businesses—in the District's procurement processes through neutral means. The Purchasing Department will ensure that the Board-adopted Fair Opportunities Purchasing and Contracting Policy is followed in TRWD's purchasing and procurement processes.

201.15 Procurement Cards (P-Cards). TRWD may use Procurement Cards, or P-Cards, in certain circumstances to provide an expedient and efficient method of purchasing relatively small-dollar items. Procurement Cards should only be provided to identified TRWD staff as determined the General Manager or designee. The General Manager or designee shall establish a process for issuing P-Cards and tracking use of P-Cards.

All purchasing with Procurement Cards shall be made in strict compliance with this Policy and any established administrative procedures governing the use of P-Cards. Procurement Cards shall not be used to circumvent TRWD's purchasing and procurement process. Under no circumstance can the holder of a Procurement Card use the P-Card for a personal purchase or a single purchase that exceeds the cardholder's purchasing authority set forth in TRWD procedures.

TRWD shall establish administrative procedures for the responsible and lawful use of Procurement Cards.

201.16 Electrical Energy Procurement. TRWD may purchase energy in regulated service areas, such as through rural electric cooperatives, and deregulated service areas, through a Retail Electric Provider (REP). TRWD shall procure energy consistent with the risk profile strategies identified by the General Manager or designee that have been presented to the Board.

TRWD shall establish administrative procedures regarding energy procurement that address:

- TRWD's risk profile for purchasing power;
- TRWD's approach for procuring power in regulated service areas and deregulated service areas;
- TRWD's commitment to the use of renewable energy;
- The approval of power purchases;

- The process for amendments to contracts related to energy procurement with REPs,
- Adding or replacing an REP; and
- Any delegated authority for energy procurement.

Any energy procurement that extends the term of the contract shall require approval of the Construction and Operations Committee. Power purchases within the term of an existing contract will require the approval of the Construction and Operations Committee, except when the window of opportunity due to operational needs or market conditions requires rapid response. In this case, the General Manager or their designee may approve power purchases and notify the Construction and Operations Committee.

A regular update regarding TRWD's Energy Procurement will be provided to the Board. The General Manager or designee should maintain a document or memorandum regarding Delegated Authority for Energy Procurement. This memorandum, with any changes, should be provided to the Board with TRWD's update regarding Energy Procurement.

AUTHORITY

Tex. Gov't Code §§ 791.011

Tex. Atty. Gen. Op. GA-0352 (2005)

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: December 16, 2025

SUBJECT: Consider Approval of Revised TRWD General Ordinance

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of the General Ordinance.

DISCUSSION:

The TRWD General Ordinance is the document by which the District regulates the water and land under its control and performs its duties as required by the general laws governing water control and improvement districts, which includes the Texas Constitution and the Texas Water Code. The current version of the General Ordinance (which also features an associated Commercial Facilities Ordinance) was first adopted by the TRWD Board of Directors in March 2002 and revised by action of the Board in November 2011.

The proposed 2025 General Ordinance (attached) is a reorganization and modernization of the document. It includes notable additions of definitions, structured permit/licensing/enforcement processes, explicit new rules for modern issues (e.g., drones, invasive species, critical infrastructure), clarified GM authority, and clearer cross-references to external law. Permit processes are more detailed and provide for administrative and technical review, amendments, revocations, and appeals. Permit Guidelines will provide standardized procedures for each permit and allow District staff to amend or update the Guidelines in response to changes in law or best practices.

Overall, the goal of the 2025 General Ordinance is to provide a more concise, user-friendly, and adaptable document reflecting best practices in public resource management and regulatory compliance. The proposed 2025 General Ordinance was posted on the TRWD website on October 21 for public comment.

If approved, the new General Ordinance and Permit Guidelines will become effective on January 1, 2026.

This item was reviewed by the Administration and Policy Committee on December 8, 2025, and by the Construction and Operations Committee on December 9, 2025.

Submitted By:

Stephen Tatum
General Counsel



GENERAL ORDINANCE

AS ADOPTED BY ITS BOARD OF DIRECTORS

ON

[---], 2025

****** This document is a draft and is not final. It is subject to further revision, editing, and approval, and should not be relied on or cited for any official use or legal purpose. ******

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ATTACHMENTS

PERMIT GUIDELINES

Attachment I	RESIDENTIAL IMPROVEMENT PERMIT GUIDELINES
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TARRANT REGIONAL WATER DISTRICT

GENERAL ORDINANCE

REGULATIONS FOR WATER AND LAND UNDER THE JURISDICTION OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT

SECTION 1. TITLE AND SCOPE

Section 1.01 This General Ordinance (this “Ordinance”) shall be known and may be cited as the Tarrant Regional Water District General Ordinance. This Ordinance shall regulate and apply to all the water and associated land under the control of the Tarrant Regional Water District, a Water Control and Improvement District (the “District”). This Ordinance sets forth the rules and regulations under which the District will exercise and perform its duties by the general laws for water control and improvement districts.

SECTION 2. AUTHORITY

Section 2.01 This Ordinance is promulgated under the authority of Article XVI, Section 59 of the Texas Constitution, and operating under the powers and provisions of Chapter 31 of the Texas Parks and Wildlife Code; Chapter 340 of the General and Special Laws enacted by the 44th Legislature of the State of Texas and its Regular Session, now appearing as Sections 51.127, et seq., of the Texas Water Code, as amended; and also under the powers and provisions of Chapters 26, 49, 50, and 51 of the Texas Water Code, as amended.

SECTION 3. PURPOSE

Section 3.01 The purpose of this Ordinance is to establish the rules and regulations that pertain and relate to:

- (a) Delivery of reliable, resilient supply of water to the public;
- (b) Reduction of the risk of flooding through dependable control of infrastructure and operations;
- (c) Sustainment of our natural resources; and
- (d) Creation and maintenance of recreation opportunities around District infrastructure enhancing quality of life.

Section 3.02 District staff shall review and revise this Ordinance as needed and present the revisions to the District Board of Directors for approval and adoption no more than every five years from the date of first adoption.

SECTION 4. PRIOR ORDINANCE SUPERSEDED

Section 4.01 The General Ordinance adopted by the District Board of Directors on March 19, 2002, and revised on November 15, 2011, is hereby repealed and replaced in its entirety as of the effective date herein.

Section 4.02 The Commercial Facilities Ordinance adopted by the District Board of Directors on March 19, 2002, is hereby repealed and replaced in its entirety as of the effective date herein.

SECTION 5. DEFINITIONS

Section 5.01 As used in this Ordinance and all Guidelines, the following terms shall have the following meanings:

(1) “Abode” means a habitable structure or residence and includes a Watercraft if it is occupied by a Person for more than fourteen (14) cumulative days in any sixty (60) day period, or if it is occupied by a Person for more than thirty (30) nights in any ninety (90) day period.

(2) “Airboat” means a shallow-draft boat driven by an airplane propeller and steered by an airplane rudder, including hovercraft and similar craft.

(3) “Annual Commercial Operating License” means a license issued by the District in consideration of an annual fee for operation of a Commercial Facility.

(4) “Boat” is defined as a Watercraft.

(5) “Breach of License Regulations” means the commission of any act or maintenance of any condition without a required permit or license from the District, or violation of the terms of such permit or license.

(6) “Breach of the Peace” includes acts causing (a) bodily harm or fear of bodily harm; (b) to deprive another Person of property lawfully in such Person’s possession or control; (c) property damage; (d) to threaten to commit any one or more of the foregoing acts; (e) to encourage or aid another to commit any one or more of the foregoing acts; (f) to disregard any lawful request of any peace officer or other lawfully constituted law enforcement officer, District Peace Office, or District Officers; (g) to resist or interfere with any such officer engaged in the lawful discharge of official duties; (h) any act which reasonably should be anticipated to produce any of the foregoing; and (i) acts prohibited by Chapter 42 of the Texas Penal Code.

(7) “Commercial Activity” means any operation, action, or activity for which a fee or other consideration is received in exchange for goods or services.

(8) “Commercial Construction Permit” means a permit for the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition of a Commercial Facility on District Land or District Water issued by the District after reviewing an application and confirming compliance with this Ordinance.

****** This document is a draft and is not final. It is subject to further revision, editing, and approval, and should not be relied on or cited for any official use or legal purpose. ******

(9) “Commercial Facility” means any facility used for the conduct of Commercial Activities, including but not limited to: (a) water-based facilities for mooring, fueling, leasing, or servicing Watercraft, including Fuel Facilities; (b) docks, restaurants, breakwaters, piers, ramps, and anchoring facilities; and (c) Community Docks.

(10) “Community Dock” is a dock or boat slip facility used exclusively by members of a development, property owners’ association, or multi-family residence complex.

(11) “Construction” means erecting or installing structural, electrical, or plumbing components of an Improvement or Commercial Facility, including dredging, filling, and clearing.

(12) “Cove” means a sheltered recess in a reservoir shoreline less than six hundred (600) feet wide.

(13) “District” means the Tarrant Regional Water District, a Water Control and Improvement District.

(14) “District Inspector” means a District employee responsible for inspecting Commercial Facilities, Improvements, and generally for compliance with this Ordinance on District Land and in District Water.

(15) “District Land” includes all land owned or controlled by the District, including, without limitation, District Parks, and all pipelines, flowage, and other easements held by the District.

(16) “District Officers” include the General Manager, Deputy General Manager(s), Assistant General Manager(s), Executives, Chief Officers, Lake Supervisors, Lake Superintendents, Reservoir Managers, inspectors, and District Peace Officers, and any of their respective authorized designees and agents.

(17) “District Parks” include, without limitation, each of the following parks and associated trails/trailheads: (a) Eagle Mountain Park, located west of Morris Dido Newark Road and south of Peden Road; (b) Twin Points at Eagle Mountain Lake; (c) Marine Creek Lake; and (d) Airfield Falls Trailhead and Conservation Park.

(18) “District Peace Officer” is a peace officer contracted or employed by the District in accordance with Section 49.216 of the Texas Water Code and licensed under the Texas Administrative Code, Title 37 – Public Safety, Part VII – Texas Commission on Law Enforcement Standards and Education, or any subsequent regulations adopted by the Texas Commission on Law Enforcement Standards and Education.

(19) “District Water” includes all lakes, Reservoirs, rivers, streams, creeks, tributaries, sloughs, canals, watercourses, ditches, detention structures, sump areas, Floodways and all other bodies of water, natural or artificial, owned or controlled by the District, including water held, diverted, stored, or otherwise controlled pursuant to a state-granted water right.

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(20) “Drone” means an aircraft, or unmanned aircraft system (UAS), including all components (controller, camera, sensors), operated without the possibility of direct human intervention from within or on the aircraft.

(21) “Encroachment” means the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition to a new or existing Improvement or Commercial Facility located within a Right-of-Way located on District Land or District Water, including within a District pipeline Right-of-Way.

(22) “Encroachment Permit” means a permit for the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition to a new or existing Improvement or Commercial Facility located within a Right-of-Way located on District Land or District Water, including within a District pipeline Right-of-Way, issued by the District after reviewing an application and confirming compliance with this Ordinance.

(23) “EPA” means the United States Environmental Protection Agency.

(24) “Event” includes any gathering, activity, or occurrence on District Land or District Waters that involves public or private participation of greater than one hundred (100) Persons.

(25) “Event Permit” means a permit issued by the District for the purpose of holding an Event on District Land or District Waters.

(26) “Expansion” means increasing the water surface area occupied by a commercial facility.

(27) “FAA” means the Federal Aviation Administration.

(28) “Facility” means each and every structure, Improvement, building, sign, pipeline, or fence owned, controlled, or constructed by the District.

(29) “Floodway” means the flood protection levees, channel improvements and associated diversion channels constructed on the Clear Fork and West Fork of the Trinity River by the U.S. Army Corps of Engineers (USACE) after the flood of 1949, including subsequent additions. The Floodway extends from approximately 1,000 feet upstream of Meandering Road along the West Fork of the Trinity River to approximately 1,500 feet downstream of the Beach Street dam; and along the Clear Fork of the Trinity River beginning at State Highway 183 southeasterly to the confluence of the West Fork of the Trinity River; or as otherwise determined by USACE.

(30) “Flood Flowage Boundary” refers to the designated area within District Land and District Water that is subject to flooding, and includes, without limitation, the following specific elevation lines, measured in feet above mean sea level known as elevation: (a) elevation 325 feet upon the lands forming the margins of Cedar Creek Reservoir, except where the District has flowage easements up to elevation 330; (b) elevation 320 feet upon the lands forming the margins of Richland Chambers Reservoir; (c) elevation 668 feet upon the lands forming the margins of Eagle Mountain Lake; (d) elevation 851 feet upon the lands forming the margins of

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Lake Bridgeport; and (e) elevation 715 feet upon the lands forming the margins of Marine Creek Lake.

(31) “Flotation Material” means encapsulated polystyrene foam used for flotation.

(32) “Forbidden Zone” means areas where public entry is prohibited, including, without limitation, areas marked by Warning Signs or Buoys as forbidden or prohibited to public entry, and any dam or Facility.

(33) “Fuel Facility” means a Commercial Facility designed for storing and dispensing fuel to motor vehicles, including Watercraft, on District Land or District Water, and includes all equipment and structures necessary for fueling operations, such as storage tanks, pumps, dispensing nozzles, and safety and spill prevention measures. Fuel Facility also includes any Commercial Facility that stores or possesses petroleum products or distillate.

(34) “General Manager” is the Person employed by the District as its General Manager.

(35) “Guidelines” means, as amended from time to time, the Residential Improvement Permit Guidelines, Commercial Construction Permit Guidelines, Commercial Operating License Guidelines, Encroachment Permit Guidelines, On-Site Sewage Facility Permit Guidelines, and Recreational Area Guidelines.

(36) “Hazardous Waste” means, as defined by the EPA, waste exhibiting ignitability, corrosivity, reactivity, or toxicity, and includes waste that exhibits the characteristics of Hazardous Waste.

(37) “Headway Speed” means the slowest possible speed a Watercraft may travel under power.

(38) “Improvement” includes all structures, devices, contrivances, or objects placed on District Land or District Water.

(39) “Inland Rules” means the U.S. Coast Guard Inland Navigation Rules.

(40) “International Building Code” or “IBC” means the 2021 Code, as may be amended or restated from time to time, and as adopted in this Ordinance.

(41) “International Fire Code” or “IFC” means the 2021 Code, as may be amended or restated from time to time, and as adopted in this Ordinance.

(42) “Lake Resident Water Conservation and Drought Management Plan” is a plan to conserve water and manage drought conditions.

(43) “Landowner” means any Person that holds legal title to a parcel of land adjacent to a District Reservoir or Lot. This includes Persons who possess full ownership rights,

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including the right to use, lease, sell, or otherwise dispose of such property, subject to applicable laws and regulations.

(44) “Lot” means a land parcel for private Improvements or Commercial Facilities and accessory uses, with open spaces.

(45) “Modification” means changes to a structure’s Construction, flotation, anchorage, plumbing, or electrical services.

(46) “National Electrical Code” or “NEC” means the 2023 Edition, as may be amended or restated from time to time by the North Texas Council of Governments, and as adopted in this Ordinance.

(47) “Navigable Passage” means a space for Watercraft passage that is at least forty (40) feet wide and ten (10) feet deep in commercial locations, and at least twenty (20) feet wide and ten (10) feet deep in residential cove locations.

(48) “NFPA” means the National Fire Protection Association.

(49) “Noncomplying Facility” includes (i) any Improvement existing on the effective date of this Ordinance that is not permitted in accordance with this Ordinance, and (ii) any Improvement that is deemed by the District to be dilapidated, in disrepair, a Nuisance, a hindrance to operations, a hazard to navigation, or otherwise fails to comply with specifications of this Ordinance.

(50) “Noncomplying Commercial Facility” includes (i) any Commercial Facility existing on the effective date of this Ordinance that is not licensed in accordance with this Ordinance, and (ii) any Commercial Facility that is deemed by the District to be dilapidated, in disrepair, a Nuisance, a hindrance to operations, a hazard to navigation, or otherwise fails to comply with specifications of this Ordinance.

(51) “Nuisance” means acts impairing water quality or creating hazards, unsafe condition, or Breach of the Peace, and includes the definition of “nuisance” under Section 42 of the Texas Penal Code.

(52) “One Hundred Year Flood Elevation” means the flood elevation with a 1% annual chance of occurrence as determined by the Federal Emergency Management Agency or other appropriate regulatory authority.

(53) “On-Site Sewage Facility” or “OSSF” means a wastewater treatment system, including septic tanks or systems, utilized for the treatment of Sewage, greywater, and wastewater on District Land, and includes, but is not limited to, such facilities utilized personally by Landowners or commercially by communities or Commercial Facilities.

(54) “On-Site Sewage Facility Permit” or “OSSF Permit” means a permit for the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition of an On-Site Sewage Facility issued by the District after reviewing an application and confirming compliance with this Ordinance.

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(55) “Ordinance” means this General Ordinance of the District adopted by the Board of Directors of the District on [____], 2025, as may be amended or restated from time to time.

(56) “Parasail” includes any apparatus for gliding through the air behind a Watercraft.

(57) “Person” includes individuals, partnerships, corporations, associations, or any other entity.

(58) “Personal Floatation Device” or “PFD” means a device for buoyancy in water prescribed by the Coast Guard and approved as a Type I, II, III, or V device.

(59) “Personal Watercraft” means a motor-propelled vessel operated by a Person sitting, standing, or kneeling on it.

(60) “Reservoirs” include all ponds, lakes and earthen embankments, structures, dams, levees, machinery, devices and all other appurtenances thereto which are provided by, owned, or controlled by the District, including Lake Bridgeport, Eagle Mountain Lake, Marine Creek Lake, Cedar Creek Reservoir, and Richland-Chambers Reservoir.

(61) “Residential Improvement Permit” means a permit for the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition of a non-Commercial Activity Improvement on District Land or District Water issued by the District after reviewing an application and confirming compliance with this Ordinance.

(62) “Restricted Areas” include areas marked by Warning Signs or Buoys restricting activity beyond that point, including all District critical infrastructure, dams, power plants, substations, and natural gas facilities, and the District Land surrounding them.

(63) “Right of Entry Permit” means a permit authorizing entry of Persons on or over District Land or District Water on behalf of a third party for activities including, but not limited to, investigations, surveying, utility installation/maintenance, Construction, and/or Modifications issued by the District after reviewing an application and confirming compliance with this Ordinance.

(64) “Right-of-Way” or “ROW” means portions of District Land which the District possesses a legal right to traverse, access, or utilize such area for transportation, utility, or other public or private purposes, including within a District pipeline Right-of-Way.

(65) “Sewage” means water containing organic or inorganic contaminants.

(66) “Shoreline” means the point where water touches land.

(67) “Special Operating License” means a license for the use of District Land or District Water for a specific commercial purpose for a designated period, not to exceed three (3) months issued by the District after reviewing an application and confirming compliance with this Ordinance.

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(68) “Special Permit” means a permit for the use of District Land or District Water for a purpose or activity not specifically addressed in this Ordinance and issued by the District after reviewing an application and confirming compliance with this Ordinance.

(69) “Spill” means an unaccounted release of petroleum, chemicals, or sewage exceeding specified amounts.

(70) “Spillway Elevation” means the contour elevation at which a Reservoir is at optimum capacity, and includes, without limitation, the following specific elevation lines, measured in feet above mean sea level known as elevation: (a) elevation 322 feet upon the lands forming the margins of Cedar Creek Reservoir; (b) elevation 315 feet upon the lands forming the margins of Richland Chambers Reservoir; (c) elevation 649.1 feet upon the lands forming the margins of Eagle Mountain Lake; (d) elevation 836 feet upon the lands forming the margins of Lake Bridgeport; and (e) elevation 687 feet upon the lands forming the margins of Marine Creek Lake.

(71) “Surface Water Sports” include, without limitation, wakeboarding, kneeboarding, water skiing, bodyboarding, wakesurfing, tubing, hydrofoiling, wakeskating, skimboarding, and similar activities, including at all times a Watercraft is in tow of a Person.

(72) “Temporary Commercial Operating License” means a license for a Commercial Facility deemed a Noncompliant Commercial Facility by the District, allowing operation while the Commercial Facility is brought back into compliance with this Ordinance.

(73) “TCEQ” means the Texas Commission on Environmental Quality.

(74) “Toilet Facility” includes a Sewage disposal apparatus.

(75) “Trespass” includes, but is not limited to, (i) the failure to leave District Land or District Water when ordered, (ii) the unauthorized entry into Restricted Areas, (iii) the cutting, removal, or burning of any timber or other natural resource on District Land, and (iv) placing equipment, pipes, lines, or other extraction equipment in, under, or upon District Water or District Land for the unauthorized taking of District Water or other natural resources.

(76) “Watercraft” includes any boat, Personal Watercraft, or device for floating and/or navigating on water.

(77) “Wake” means operating a Watercraft to cause waves to crest.

(78) “Warning Sign” or “Buoy” includes devices used to notify Persons of permissible or prohibited activities.

(79) “Waste Control Order” means an order from the TCEQ designating the District as an authorized agent to regulate on-site sewage facilities on a specific reservoir. Such orders incorporate TCEQ rules on abatement or prevention of pollution and prevention of injury for on-site sewage disposal systems.

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Section 5.02 In this Ordinance:

- (a) Terms defined in the singular shall include the plural, and vice versa;
- (b) All pronouns and their variations shall refer to the masculine, feminine, neuter, singular, or plural, as appropriate to the context;
- (c) The term “include” and its derivatives shall mean “include without limitation;” and
- (d) References to statutes or regulations shall refer to those statutes or regulations as currently amended, as well as any future amendments or superseding provisions.

SECTION 6. APPEALS OF DISTRICT ACTIONS; VIOLATIONS OF OR FAILURE TO COMPLY WITH THIS ORDINANCE

Section 6.01 Any action taken by the District pursuant to this Ordinance or the Guidelines, including without limitation, the denial, suspension or revocation of a license or permit, may be appealed to the District by notifying the General Manager in writing within fourteen (14) calendar days of the decision. The District will address the appeal within thirty (30) calendar days and may consider any information pertaining to the action provided by such Person. After consideration, the District’s decision on the action or revocation is final and not appealable. If a license or permit is revoked, the activity must cease or the Improvement or Commercial Facility must be removed from District Land or District Water by the owner, or the District may remove such facility at the owner’s expense without liability to the owner. **Actions taken by the District under Section 6.02, which involve issuing a Class C Misdemeanor citation, cannot be appealed through this Section 6.01 and may only be contested through the applicable legal system.**

Section 6.02 Any Person who violates or fails to comply with any provision of this Ordinance, or the aiding and abetting of either, is guilty of a Class C Misdemeanor and may be charged by citation. Each twenty-four (24) hour period of any violation constitutes a separate offense subject to citation. Upon conviction, a violator is subject to punishment by penalty under the Texas Penal Code. In addition, a violator may be barred from the use of District Land and District Water. It is a defense to prosecution for a violation of this Ordinance that the Person had a current valid permit or license issued by a District Officer and was in compliance with the conditions of the permit or license; *provided, however*, the District may enjoin operations and/or void permits or license when actions or activities are in violation of the conditions of a permit or license issued by the District. The District may pursue enforcement in cooperation with a municipal, state, or federal entity with concurrent jurisdiction or independently.

SECTION 7. APPLICABILITY OF LOCAL, STATE, AND FEDERAL LAWS, RULES, AND REGULATIONS

Section 7.01 This Ordinance and the terms, provisions, regulations, and requirements hereunder apply to all District Land and District Water, except that which is under the primary or exclusive control of any local, municipal, state or federal laws, rules, and regulations.

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Notwithstanding the foregoing, the District will enforce all rights and remedies afforded to it under this Ordinance and applicable law.

Section 7.02 The District has adopted a “see something, say something” policy, under which the District will report violations of all applicable local, municipal, state or federal laws, rules, and regulations. Pursuant to such policy, the District will work with local, municipal, state, and federal agencies to ensure compliance with such laws, rules, and regulations and to protect District Land and District Water. As part of the District’s policy, the District expects reciprocal notifications from local, municipal, state, and federal agencies to protect, preserve, and enhance District Land, District Water, and all Texas natural resources.

Section 7.03 All terms and provisions of the Texas Water Safety Act, along with all applicable laws, rules, and regulations promulgated by the Texas Parks and Wildlife Department pursuant to the Texas Water Safety Act, shall be applicable to District Water and, where appropriate, adjacent District Land. Additionally, all appropriate laws, rules, and regulations promulgated by the U.S. Army Corps of Engineers, including the provision of Permits, shall, where appropriate, be applicable to District Water and adjacent District Land. Furthermore, all applicable laws, rules, and regulations of the TCEQ shall also be applicable to District Water and District Land.

SECTION 8. PERMITTING AND LICENSING

Section 8.01 Permitting and Licensing Application Procedure.

(a) This Section 8.01 sets forth the general permit or license application process for District permits and licenses, including a Residential Improvement Permit, Commercial Construction Permit, Annual Operating License, Temporary Commercial Operating License, Special Operating License, Event Permit, Right of Entry Permit, Encroachment Permit, and Sewage Facility Permit. Sections 8.02 through 8.11, along with the applicable Guidelines attached hereto, provide specific requirements related to the permit or license and the application process.

(b) A permit or license application shall be considered to have been filed on the date that it is received by the appropriate District department. District staff shall not accept a permit or license application that is incomplete. The appropriate District department shall review applications within a reasonable amount of time of receipt and declare the application either accepted for consideration or rejected. In the event the permit or license application is rejected, the applicant will be required to submit a new application for any further consideration. Acceptance of an application during the administrative review phase only indicates that the permit or license application contains all necessary information for consideration. Such acceptance is unrelated to the outcomes of subsequent phases of the application process.

(c) The appropriate District department shall notify the applicant that their permit or license application has been accepted. Accepted applications shall proceed to the technical review phase.

(d) District staff shall commence a technical review of a permit or license application after it is deemed administratively accepted. District staff shall consider any information submitted in the application. During the technical review phase, District staff shall

notify the applicant of any additional information necessary to complete the review. The applicant shall provide the requested information as requested by District staff within the time period prescribed in the applicable Guideline, unless otherwise authorized in writing by the District. Once the applicant has submitted all required information, the District staff shall complete the technical review within a reasonable amount of time depending on the complexity of the request.

(e) If the applicant fails to provide further information as requested by District staff within the prescribed time period, unless the time period is extended in writing by District staff, the permit or license application shall be deemed technically incomplete and rejected. There shall be no restriction on subsequent permit or license applications.

(f) Upon a determination that an application for a permit or license application is technically approved, a final permit decision shall be made in accordance with Section 8.01(i).

(g) A permit or license application may be amended at any time prior to the issuance of a permit or license application for non-substantive changes. Non-substantive changes include slight alterations that do not change the size, footprint, or location of the permitted facility. Substantive changes may be proposed prior to the completion of the technical review phase. However, after completion of the technical review phase, substantive changes shall require a new permit or license application.

(h) A permit or license application may be withdrawn at any time prior to the issuance of a permit or license. An applicant may request an extension of any deadline during the administrative review or technical review phases. Extension requests must be in writing and shall explain in detail the need for additional time. Such requests shall be subject to written approval by the District.

(i) Upon completion of the technical review, District staff shall coordinate any necessary changes with the applicant and make a determination to approve, approve in part, or deny the permit or license application. If District staff approves the permit or license application in full or approves the permit or license application in part, District staff shall prepare and deliver the permit or license, either by mail or electronic transmission, to the applicant, which may include any conditions that the District deems appropriate. If District staff denies the permit or license application, District staff shall issue a letter notifying the applicant that the permit has been denied. The applicant may appeal the District's decision regarding a license or permit by following the process outlined in Section 6.01.

(j) The permittee's rights to Construct, Modify, expand, or utilize the facility is limited by the terms and conditions set forth in the permit or license application.

(k) Permits or license for activities on District Land or District Water will be issued only when such activities align with the public's best interest, taking into account public safety, public access, environmental quality, navigational safety, and recreational enjoyment. Permits will not be granted if the proposed activity significantly impairs the shared use of District Water or District Land, contributes to environmental degradation, creates hazards to public safety, or provides exclusive benefits to any individual or entity at the expense of the general public. All proposed activities requiring permits or licenses will be assessed for their cumulative impact on

the natural resources and the equitable use by the broader community of District Land and District Water.

Section 8.02 Residential Improvement Permit.

(a) A Residential Improvement Permit is required before Constructing new Improvements or Modifying existing Improvements on District Land or District Water. A Residential Improvement Permit is always needed for any Modification that changes the square footage of an existing Improvement. Residential Improvements are regulated by this Ordinance and the District's Residential Improvement Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) Only after compliance with this Section 8.02 and the Residential Improvement Permit Guidelines attached hereto may a Residential Improvement Permit be issued. The District may, in its sole and absolute discretion, waive the Residential Improvement Permit requirement if the proposed changes are deemed insignificant. Residential Improvement Permits are non-transferable and must be prominently displayed at the Construction site for which it was issued.

(c) The permittee's rights to Construct, Modify, expand, or utilize the facility is limited by the terms and conditions set forth in the Residential Improvement Permit.

(d) If Construction cannot be completed within the time limits specified in the Residential Improvement Permit Guideline, the permittee may request an extension. Any extension, for a time period prescribed by the District following the expiration of the time limit set forth in the Residential Improvement Permit, may be granted at the sole discretion of the District. If an extension fee applies as set forth in the Guidelines, it must be paid before an extension may be granted. If an extension is granted and the applicant fails to complete Construction of the facility within the extended timeframe, then the Residential Improvement Permit shall be cancelled. If the applicant still desires to obtain a Residential Improvement Permit, the applicant shall be required to submit a new application and restart the process.

Section 8.03 Commercial Construction Permit.

(a) A Commercial Construction Permit is required before Constructing new Commercial Facilities or expanding, Modifying, removing, or reconstructing existing Commercial Facilities on District Land or District Water. A Commercial Construction Permit is always needed for any Modification that changes the square footage of a Commercial Facility or any Construction requiring a pump-out facility. Construction or Modification of a Commercial Facility is regulated by this Ordinance and the District's Commercial Construction Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) Only after compliance with this Section 8.03 and the Commercial Construction Permit Guidelines may a Commercial Construction Permit be issued. The Commercial Construction Permit Guidelines will provide details on the Administrative Review, Public Notice, Technical Review, and Final Approval process for obtaining a Commercial

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Construction Permit. Throughout the process, the Commercial Construction Permit will be reviewed for compliance with this Ordinance and the Commercial Construction Permit Guidelines.

(c) The District may, in its sole and absolute discretion, waive the Commercial Construction Permit requirement if the proposed changes are deemed insignificant. Commercial Construction Permits are non-transferable and must be prominently displayed at the Construction site for which it was issued.

Section 8.04 Annual Commercial Operating License.

(a) An Annual Operating License is required to operate a Commercial Facility on District Land or District Water. No Commercial Facility may operate on District Land or District Water without an Annual Operating License issued by the District. Commercial Activities are regulated by this Ordinance and the District's Commercial Operating License Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) The District may only issue the Annual Operating License after:

(1) Reviewing and processing the completed application in accordance with the Commercial Operating License Guidelines attached hereto;

(2) Inspecting the Commercial Facilities for compliance with this Ordinance; and

(3) Receiving the required fee.

(c) An Annual Operating License shall be renewed annually.

(d) The owner's right to operate the Commercial Facility is limited by the terms and conditions set forth in the Annual Operating License.

(e) Commercial Facilities must be clean, attractive, and maintain operational safety, as determined by the District in its sole and absolute discretion. Noncompliant Commercial Facilities will be classified accordingly and will be subject to the requirements of Section 8.05.

Section 8.05 Temporary Commercial Operating License.

(a) Noncompliant Commercial Facilities must obtain a Temporary Commercial Operating License within thirty (30) days of notification by the District of the Commercial Facility being deemed a Noncompliant Commercial Facility. Commercial Activities are regulated by this Ordinance and the District's Commercial Operating License Guidelines, each of which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) The District may only issue the Temporary Commercial Operating License after:

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(1) Reviewing and processing the completed application in accordance with the Commercial Operating License Guidelines attached hereto; and

(2) Receiving the required fee.

(c) The owner's right to operate the Commercial Facility is limited by the terms and conditions set forth in the Temporary Commercial Operating License.

(d) The Temporary Commercial Operating License is valid for a period set by the District, not to exceed one (1) year, to allow for necessary repairs. The District may renew the Temporary Commercial Operating License if the facility owner is making reasonable progress toward compliance.

Section 8.06 Special Operating License.

(a) A Special Operating License is required to operate a Commercial Activity on District Land or District Water. The Special Operating License is for Commercial Activities that will operate for a designated period, not to exceed one (1) year. No Commercial Activity may operate on District Land or District Water without a license issued by the District. Commercial Activities are regulated by this Ordinance and the District's Commercial Operating License Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) The District may only issue the Special Operating License after:

(1) Reviewing and processing the completed application in accordance with the Commercial Operating License Guidelines attached hereto;

(2) Inspecting the Commercial Facilities for compliance with this Ordinance, if applicable; and

(3) Receiving the required fee.

(c) The Special Operating License is valid for a designated period, not to exceed one (1) year. If the Commercial Activity is planned or reasonably expected to continue for longer than three (3) months, an Annual Operating License is required.

(d) The owner's right to operate the Commercial Facility is limited by the terms and conditions set forth in the Special Operating License.

(e) Commercial Facilities must be clean, attractive, and maintain operational safety, as determined by the District in its sole and absolute discretion. Noncompliant Commercial Facilities will be classified accordingly and will be subject to the requirements of Section 8.05.

Section 8.07 Event Permit.

(a) An Event Permit is required for any Event on District Land, District Water, and/or District Parks. Events are regulated by this Ordinance as currently in effect and as it may

be amended from time to time. The District Manager may, in its sole discretion, designate a particular site for any Event.

(b) The District may only issue an Event Permit after reviewing and processing the completed application and receiving the required fee set forth in the application. Event Permit applications must be submitted at least ninety (90) days prior to the scheduled date of the Event and must include all information required by the Event Permit application provided on the District's website here: <https://trinitytrailsfw.com/permitting/>.

(c) Event Permit Permitting Procedure.

(1) An Event Permit application shall be considered to have been filed on the date that it is received by the appropriate District department. District staff shall not accept any application that is incomplete. The appropriate District department shall review an Event Permit application within ten (10) business days of receipt and declare the application either accepted for consideration or rejected. In the event the Event Permit application is rejected, the applicant will be required to submit a new application for any further consideration. Acceptance of an Event Permit application during the administrative review phase only indicates that the application contains all necessary information for consideration. Such acceptance is unrelated to the outcomes of subsequent phases of the application process.

(2) The appropriate District department shall notify the applicant that their Event Permit application has been accepted. Accepted Event Permit applications shall proceed to the technical review phase.

(3) District staff shall commence a technical review of an Event Permit application after it is deemed administratively accepted. District staff shall consider any information submitted in the application. During the technical review, District staff shall notify the applicant of any additional information necessary to complete the review. The applicant shall provide the requested information within a period of ten (10) business days, unless otherwise authorized in writing by the District. Once the applicant has submitted all required information, the District staff shall complete the technical review within ten (10) business days.

(4) If the applicant fails to provide further information as requested by District staff within the prescribed time period, unless the time period is extended in writing by District staff, the Event Permit application shall be deemed technically incomplete and rejected. There shall be no restriction on subsequent Event Permit applications.

(5) Upon a determination that an application for an Event Permit is technically approved, a final permit decision shall be made in accordance with Section 8.07(c)(8).

(6) An application may be amended at any time prior to the issuance of an Event Permit for non-substantive changes. Non-substantive changes include slight alterations that do not change the size, footprint, or location of the Event. Substantive changes may be proposed prior to the completion of the technical review phase. However,

after completion of the technical review phase, substantive changes shall require a new Event Permit application.

(7) An Event Permit application may be withdrawn at any time prior to the issuance of an Event Permit application. An applicant may request an extension of any deadline during the administrative review or technical review phases. Extension requests must be in writing and shall explain in detail the need for additional time. Such requests shall be subject to written approval by the District.

(8) Upon completion of the technical review, District staff shall coordinate any necessary changes with the applicant and make a determination to approve, approve in part, or deny the Event Permit. If District staff approve the Event Permit in full or approves the Event Permit in part, District staff shall prepare and deliver, either by mail or electronic transmission, including the District's online permitting software system, a proposed permit to the applicant, which may include any conditions that the District deems appropriate, including a change in the proposed location of the Event. If District staff denies the Event Permit, District staff shall deliver, either by mail or electronic transmission, including the District's online permitting software system, a letter notifying the applicant that the Event Permit has been denied. The applicant may appeal the District's decision regarding a license or permit by following the process outlined in Section 6.01.

(d) The permittee must have the Event Permit posted or in their possession at all times during the Event. The permittee's rights to host the Event is limited by the terms and conditions set forth in the Event Permit.

Section 8.08 Right of Entry Permit.

(a) A Right of Entry Permit is required for any Person entering District Land, District Water, and/or District Parks on behalf of the District or a third party for activities such as investigations, surveying, utility installation/maintenance, Construction, and/or Modifications. The Right of Entry Permit requirement ensures all activities conducted on District Land or District Water are done in compliance with this Ordinance and any property rights held by the District, as applicable. Entry on or over District Land, District Water, or District Parks is regulated by the District and this Ordinance. The District may only issue a Right of Entry Permit after reviewing and processing the completed application and receiving the required fee, if any.

(b) The District may only issue a Right of Entry Permit after reviewing and processing the completed application and receiving the required fee set forth in the application. Right of Entry Permit applications must be submitted at least ninety (90) days prior to the requested date of entry and must include all information required by the Right of Entry Permit application provided on the District's website.

(c) Right of Entry Permit Permitting Procedure.

(1) A Right of Entry Permit application shall be considered to have been filed on the date that it is received by the appropriate District department. District staff shall not accept any application that is incomplete. The appropriate District department shall review a Right of Entry Permit application within ten (10) business days of receipt

and declare the application either accepted for consideration or rejected. In the Right of Entry the Right of Entry Permit application is rejected, the applicant will be required to submit a new application for any further consideration. Acceptance of a Right of Entry Permit application during the administrative review phase only indicates that the application contains all necessary information for consideration. Such acceptance is unrelated to the outcomes of subsequent phases of the application process.

(2) The appropriate District department shall notify the applicant that their Right of Entry Permit application has been accepted. Accepted Right of Entry Permit applications shall proceed to the technical review phase.

(3) District staff shall commence a technical review of a Right of Entry Permit application after it is deemed administratively accepted. District staff shall consider any information submitted in the application. During the technical review, District staff shall notify the applicant of any additional information necessary to complete the review. The applicant shall provide the requested information within a period of ten (10) business days, unless otherwise authorized in writing by the District. Once the applicant has submitted all required information, the District staff shall complete the technical review within ten (10) business days.

(4) If the applicant fails to provide further information as requested by District staff within the prescribed time period, unless the time period is extended in writing by District staff, the Right of Entry Permit application shall be deemed technically incomplete and rejected. There shall be no restriction on subsequent Right of Entry Permit applications.

(5) Upon a determination that an application for a Right of Entry Permit is technically approved, a final permit decision shall be made in accordance with Section 8.08(c)(8).

(6) An application may be amended at any time prior to the issuance of an Right of Entry Permit for non-substantive changes. Non-substantive changes include slight alterations that do not change the size, footprint, or location of the Right of Entry. Substantive changes may be proposed prior to the completion of the technical review phase. However, after completion of the technical review phase, substantive changes shall require a new Right of Entry Permit application.

(7) A Right of Entry Permit application may be withdrawn at any time prior to the issuance of a Right of Entry Permit application. An applicant may request an extension of any deadline during the administrative review or technical review phases. Extension requests must be in writing and shall explain in detail the need for additional time. Such requests shall be subject to written approval by the District.

(8) Upon completion of the technical review, District staff shall coordinate any necessary changes with the applicant and make a determination to approve, approve in part, or deny the Right of Entry Permit. If District staff approve the Right of Entry Permit in full or approves the Right of Entry Permit in part, District staff shall prepare

and deliver, either by mail or electronic transmission, including the District's online permitting software system, a proposed permit to the applicant, which may include any conditions that the District deems appropriate, including a change in the proposed location of the Right of Entry. If District staff denies the Right of Entry Permit, District staff shall deliver, either by mail or electronic transmission, including the District's online permitting software system, a letter notifying the applicant that the Right of Entry Permit has been denied. The applicant may appeal the District's decision regarding a license or permit by following the process outlined in Section 6.01.

(d) The permittee must have the Right of Entry Permit posted or in their possession at all times during the conduct of the permitted activities. Failure to do so may result in revocation of the Right of Entry Permit and cessation of activities. The permittee's rights to enter District Land or District Water is limited by the terms and conditions set forth in the Right of Entry Permit.

Section 8.09 Encroachment Permit.

(a) An Encroachment Permit is required before Constructing new Improvements or Commercial Facilities, or Modifying existing Improvements or Commercial Facilities, within the limits of any Right-of-Way located on District Land or District Water, including pipeline Right-of-Ways. Encroachments are regulated by this Ordinance and the District's Encroachment Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time. The District may issue Encroachment Permits in its sole and absolute discretion.

(b) Only after compliance with this Section 8.09 and the Encroachment Permit Guidelines may an Encroachment Permit be issued. The Encroachment Permit Guidelines will provide details on the application process.

(c) The District reserves the right to approve or deny, in its sole and absolute discretion, any Encroachment Permit application.

Section 8.10 On-Site Sewage Facility Permit.

(a) An OSSF Permit is required before Constructing new, or Modifying existing, OSSFs on lands subject to the District's OSSF Waste Control Order. OSSFs are regulated by this Ordinance and the District's OSSF Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time. The District may issue OSSF Permits in its sole and absolute discretion.

(b) Only after compliance with this Section 8.10 and the OSSF Permit Guidelines may an OSSF Permit be issued. The OSSF Permit Guidelines will provide details on the application process and requirements.

(c) A permit is required for constructing or placing any container or OSSF on lands subject to the District's OSSF Permit Guidelines. A non-refundable permit application fee is required before Construction. The permit is valid for one (1) year from the date of issuance. If final

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inspection is not completed to the District's satisfaction within such time, the permit will terminate, and a new application with all appropriate fees and documents must be submitted.

(d) The District reserves the right to approve or deny, in its sole and absolute discretion, any OSSF Permit application.

(e) Failure to repair a malfunctioning OSSF, or to take adequate measures to abate an immediate health hazard caused by such a system, after notice from the District, is a violation of this Ordinance.

Section 8.11 Special Permit. A Special Permit is required for activities not specifically addressed in this Ordinance but which involve the private or commercial use of District Land or District Water. The District may only issue a Special Permit after reviewing and processing the completed application in accordance with Section 8.01.

Section 8.12 Permit and License Fees.

(a) The District will periodically set fees for permits and licenses obtained for use of District Land or District Water. These fees are set to cover the District's administrative costs. Fees are as set forth in the appropriate permit or license Guidelines.

(b) Permit or license fees set by the District are in addition to and separate from any lease fees for District Land where a Commercial Facility is located.

(c) All fees must be paid before a permit or license is issued, unless a written alternative payment schedule is agreed upon.

(d) The District may change the amount of fees at any time in their sole and absolute discretion. Fee increases by the District take effect on March 1 each year, with permittees and licensees notified by August 1 of the previous year. The amount of such fees shall be as set forth in the Guidelines, as amended from time to time.

Section 8.13 Permit and License Guidelines. The Guidelines may be amended by the District or its representatives from time to time. Substantive changes (i.e., revisions that meaningfully affect the rights, responsibilities, requirements, or fees of applicants) to the Guidelines will be posted on the District website for thirty (30) days before becoming effective. Always check the District's website or the applicable District department for the most recent version of the Guidelines.

SECTION 9. PERMIT AND LICENSE ENFORCEMENT AND COMPLIANCE

Section 9.01 A Person's application for and acceptance of any permit or license constitutes the permittee's acceptance of the provisions of this Ordinance.

Section 9.02 The issuance of any permit or license is at the sole discretion of the District. The District assumes no responsibility or liability for the issuance of any permit or license, or the design of Improvements or Commercial Facilities. All Improvements and Commercial

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Facilities shall be constructed and maintained at the sole risk and expense of the Person constructing them.

Section 9.03 Failure to comply with permit or license terms constitutes a Breach of License Regulations and may result in permit or license revocation and penalties in accordance with this Section 9. The District will notify the permittee of non-compliance, allowing at least five (5) days to comply before revocation. The District may charge fees for inspection time if Construction is non-compliant. The District reserves the right to remove Improvements or Commercial Facilities at the owner's expense.

Section 9.04 The General Manager may adopt or amend rules governing the Construction or Maintenance of Improvements on District Land or District Water.

Section 9.05 Any wharf, dock, boathouse, or similar structure deemed by the District a Noncomplying Facility or abandoned must be repaired by and at the expense of the owner to meet District standards, or the permit may be revoked, and the structure removed at the owner's expense.

Section 9.06 Any Improvement existing on the effective date of this Ordinance that is not permitted in accordance with this Ordinance will be designated as a Noncomplying Facility.

(a) Noncomplying Facilities are subject to the following:

(1) A Noncomplying Facility may not be enlarged or altered without the appropriate permit. Ordinary maintenance and repairs are permitted without a permit;

(2) If a Noncomplying Facility requires substantial replacement, it cannot be reconstructed without the appropriate permit. Whether or not the Noncomplying Facility needs substantial replacement or ordinary maintenance and repairs is subject to determination by the District Officer, in their sole and absolute discretion;

(3) If a Noncomplying Facility is moved, it must be repaired to comply with this Ordinance;

(4) If a Noncomplying Facility becomes a hindrance, Nuisance, or hazard, the owner must remove it at the owner's expense. If the owner fails to do so, the District may remove it and recover costs from the owner; and

(5) The District is not liable for the removal of any Noncomplying Facility.

(b) Noncomplying Commercial Facilities must obtain a Temporary Commercial Operating License in accordance with Section 8.05 of this Ordinance.

(c) Notwithstanding any provision in this Ordinance, the District has the sole discretion to deny or revoke a Commercial Facility's Annual Operating License if, after inspection, the District determines that:

- (1) The Commercial Facility is a Noncomplying Commercial Facility;
 - (2) That the Commercial Facility permit would cause or contribute to unsafe Watercraft traffic or congestion on District Waters; or
 - (3) That the applicant or owner of the proposed Commercial Facility has not shown sufficient financial ability to complete or operate the facility satisfactorily or in compliance with the ordinance or applicable law.
- (d) Any Commercial Facility deemed a Noncomplying Commercial Facility must be repaired by the owner to comply with this Ordinance, or it will be demolished or removed by the District at the facility owner's expense. The District shall have no liability to the owner for the removal of any such facility.

Section 9.07 District Inspections of Facilities and Improvements.

(a) District inspectors or authorized representatives may be dispatched to the address specified in a permit or license application during normal business hours to conduct inspections and ensure compliance with the General Ordinance and applicable Guidelines. Denying access may result in the immediate revocation of any District-issued permit. The District may charge fees for the time spent by District inspectors during these reviews. Without limiting the foregoing, District inspectors or representatives may:

- (1) Inspect the Commercial Facility before issuing an Annual Operating License, Temporary Commercial Operating License, or Special Operating License;
- (2) Before issuance, and at any time after the issuance, of a Commercial Construction Permit or Residential Improvement Permit; and
- (3) Inspect Improvements and Commercial Facilities from time to time without prior notice during normal business hours.

(b) The District may charge fees for additional District Inspector review time. The District may waive certain requirements of this Ordinance in its sole and absolute discretion.

Section 9.08 Suspension or Revocation of Permits and Licenses. A license or permit issued by the District may be suspended or revoked if:

- (a) It was issued based on incorrect information;
- (b) The Improvement, Commercial Facility, or activity violates this Ordinance or any law;
- (c) Required fees are unpaid;
- (d) Entry by a District inspector is denied;
- (e) Work or operations continue after a Stop Work Order;

- (f) Illegal or offensive activities occur on the premises;
- (g) Applicable insurance requirements are not maintained; or
- (h) Construction does not comply with District approved plans, this Ordinance, or applicable building code(s).

Section 9.09 Non-Compliant Construction; Stop Work Order. If Construction is not compliant, the District will notify the owner, operator, or contractor, who will have five (5) business days to comply before fees are charged or the applicable license or permit is revoked in accordance with Section 9.10. If Construction work continues to violate this Ordinance following notice to the owner, operator, or contractor, District inspectors may issue a written Stop Work Order to those involved. Failure to comply can result in immediate revocation of any District-issued license or permit.

Section 9.10 Improperly Permitted or Un-Permitted Construction. Construction or Modification of a Commercial Facility or Residential Improvement without a properly issued and valid permit, or continuing such Construction after a Stop Work Order, is a violation of this Ordinance subject to enforcement by the District. Such Person committing any such Construction violation is guilty of a Class C Misdemeanor and subject to enforcement by District Officers under Section 6.02 of this Ordinance.

Section 9.11 District's Right to Entry, Inspection, and Information.

(a) To conduct inspections or enforce this Ordinance, the District inspector or its authorized representatives may enter any part of a Commercial Facility during normal business hours, presenting credentials and requesting entry. They may use any boat ramp or docking service without charge. Denying access can lead to immediate revocation of any District-issued license or permit.

(b) Commercial Facilities must provide names and addresses of all boat storage lessees to the District upon request.

SECTION 10. DESIGNATION OF USE ON DISTRICT LAND OR DISTRICT WATER

Section 10.01 Designation of Use.

- (a) The General Manager of the District is authorized to designate:
 - (1) Areas of a Reservoir exclusively for swimming, fishing, water skiing, operation of Watercraft, or a combination of such activities;
 - (2) Areas where the operation of certain Watercraft is prohibited or restricted, or where speed is restricted;
 - (3) Areas of District Land exclusively for walking, running, hiking, biking, camping, and/or launching Watercraft;

- (4) Areas that restrict or allow the use of livestock, horses, or pets (other than service animals);
- (5) Areas that restrict the operation, use, or parking of vehicles;
- (6) District Parks;
- (7) The hours of use for specific venues;
- (8) Areas for fire use, outdoor cooking, or where such activities are prohibited;
- (9) Areas where other activities are prohibited for safety, operational, sanitary, or other reasons; and
- (10) Restricted Areas, Forbidden Zones, and Facilities.

(b) The location of such areas shall be clearly marked by Warning Signs or Buoys in accordance with Title 31, Chapter 55, Subchapter G of the Texas Administrative Code, with signs indicating the boundaries, limits, and purposes of such designations. No Person shall engage in any activity in violation of these designated boundaries, limits, or purposes.

(c) This Section 10 does not apply to Watercraft owned or operated by the District, the Texas Parks and Wildlife Department, or any other governmental agency performing official duties.

(d) The General Manager is also authorized to designate areas on or around the Reservoirs or other District Water or District Land for public waterfowl hunting. If the General Manager so designates hunting areas, a map showing such areas will be available at the appropriate District department or on the District's website.

Section 10.02 Regulation of Activities In, On, Upon, or Adjacent to District Land or District Water.

(a) No Person may possess or transport any exotic aquatic plant or animal, whether or not listed as harmful or potentially harmful by the Texas Parks and Wildlife Department, to, from, in, or onto any District Water or District Land. This includes, but is not limited to, plants such as hydrilla, water hyacinth, and giant salvinia; fish such as tilapia and Asian carps (including grass, silver, and bighead carp); and zebra mussels.

(b) All Persons leaving or approaching any District Water must drain all water from their Watercraft and onboard receptacles, including live wells, bilges, motors, and any other receptacles or water-intake systems that come into contact with the water. No Watercraft may be placed in or on any District Water unless the Watercraft and its trailer have been cleaned, drained, and rinsed, and either dried completely for at least five (5) days or thoroughly washed with hot (at least 140 degrees Fahrenheit), soapy water using a high-pressure washer. However, a Watercraft and its associated trailer used in a particular Reservoir may be used in that same Reservoir without

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being dried or washed as provided above. A Watercraft and its trailer may not be cleaned in or on any District Water or District Land following use in non-District reservoirs.

(c) No Person who owns, controls, or operates property along the Shoreline of any District Water may cause vegetation (including trees), soil, rocks, Improvements (including retaining walls), or other materials to fall, slide, or otherwise enter District Water. However, natural shoreline erosion that is not caused by, or the result of, non-natural Improvements or landscaping installed by the Landowner shall not constitute a violation of this Ordinance. Such Persons must remove any such material from District Water immediately, and no later than seven (7) days after the District requests removal, at such Persons sole cost, risk, and expense. If they fail to do so, the District may remove the material, and the Person shall be liable to the District for the cost. The District reserves discretion to enforce in a civil legal proceeding or under Section 6.

(d) The General Manager is authorized to adopt and amend rules and regulations for the installation, operation, maintenance, and removal of Buoys on District Waters.

SECTION 11. ABANDONMENT OF PERSONAL PROPERTY

Section 11.01 No Person shall abandon personal property on District Land or District Water.

Section 11.02 If personal property, including any motor vehicle, is left unattended for more than forty-eight (48) hours on any District Land or District Waters, it shall be deemed abandoned. This rule does not apply to facilities properly permitted under Section 8.

Section 11.03 Abandoned personal property may be impounded by the District and held in its custody, or, at the District's discretion, by another governmental or private entity. Abandoned property may be reclaimed by paying (a) fees imposed by the entity holding the property, and (b) all other costs incurred by the District in recovering and storing the property.

Section 11.04 Abandoned personal property impounded under this Section 11 that is not reclaimed within ninety (90) days from the date of impoundment may be sold, released, or otherwise disposed of by the District or another governmental entity in compliance with applicable law, including Chapter 683 of the Texas Transportation Code, without the District being liable to the owner. The District or entity may do so at its discretion, with or without notice.

Section 11.05 Nothing in this Section 11 shall be construed to hold a Commercial Facility liable for abandoned personal property not registered to such Commercial Facility.

SECTION 12. DESTRUCTION OF DISTRICT PROPERTY

Section 12.01 It is unlawful to destroy, damage, deface, remove, render inefficient, or relocate any District property, facilities, Improvements, or installations—such as Warning Signs, Buoys, bollards, signs, railings, lights, fencing, or warning devices—on District Land or District Water.

SECTION 13. MODIFICATION OF DISTRICT LAND OR DISTRICT WATER, DREDGING, AND FILLING

Section 13.01 Any modification of the natural topography, terrain, or surface vegetation of District Land or District Waters, including filling or excavation, is prohibited unless plans and specifications have been approved by the District and authorized by a written permit or other authorization from the General Manager. If modifications are made contrary to the approved plans, the modifier may be required to restore the District Land or District Waters to their original condition at their own cost, risk, and expense. The District assumes no responsibility or liability for the plans, design, or modifications approved or authorized.

SECTION 14. OBSTRUCTION OF NAVIGATION AND WATER FLOW

Section 14.01 No Person shall anchor, construct, or maintain any Watercraft or floating or fixed structure on or in the District Water that prevents, impedes, or interferes with safe navigation or access to District Water by the public. No Person shall construct or maintain in the District Water any fence, pump, pipe, or similar device that changes the normal movement of water and/or wind currents or otherwise interferes with the normal movement of water and floating debris.

Section 14.02 All floating or fixed structures of any type on the District Water shall be adequately marked or lighted so as not to create a safety hazard for the public.

SECTION 15. COMMERCIAL ACTIVITIES

Section 15.01 General. All Commercial Activities on District Water or District Land are regulated by this Ordinance and Commercial Operating License Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time, and require proper permitting or licensure in accordance with Section 8. Some Commercial Activities may require an additional or separate operating permit due to their nature. The issuance of any additional or separate permit, and the fee charged, will be at the sole discretion of the General Manager.

SECTION 16. RECREATIONAL FACILITIES

Section 16.01 To safeguard public property and the safety of visitors, the General Manager is authorized to establish and revise rules and regulations for all District Parks and recreational facilities, including the trails and trailheads on District Parks, the Floodway, and other recreational areas. The following rules shall apply all District Parks and recreational facilities, including the trails and trailheads on District Parks, the Floodway, and other recreational areas:

(a) Unless otherwise stated in venue-specific rules, District Parks, the Floodway, and other recreational areas are open from thirty (30) minutes before sunrise until thirty (30) minutes after sunset. Outside of this time, no Persons may enter into or remain in District Parks, unless with written permission from the General Manager or the time has been extended or reduced by order of the General Manager. Persons found on District Waters or District Land, including District Parks, the Floodway, and other recreational areas, during restricted times,

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without prior written consent from the General Manager or a lawful reason, will be charged with Trespassing;

(b) No Person under the age of sixteen (16) is allowed in District Parks or the Floodway unless accompanied by a competent adult over the age of eighteen (18). Persons are responsible for their minor children at all times while in or on District Parks or the Floodway;

(c) Camping in District Parks is prohibited except with a Special Permit;

(d) Any Person who brings a pet or domesticated animal is responsible for the pet or domesticated animal's conduct and must remove and dispose of all animal waste into an approved receptacle; and

(e) No Person may disturb, remove, or damage any vegetation or wildlife, this includes cutting, picking, or uprooting plants and feeding or harassing wildlife.

Section 16.02 The General Manager has the authority, in their sole and absolute discretion, to revoke, suspend, or modify any Person's privileges of use of District Parks, the Floodway, or other recreational areas; District Officers may order any Person to leave. Failure to comply may result in the Person being charged with Trespass.

Section 16.03 In addition to the rules and regulations for District Land and District Parks set out in this Ordinance, the District's Recreational Area Guidelines shall apply to all activities on District Parks, the Floodway, and other District recreational facilities. The Recreational Facility Guidelines, as may be amended or restated from time to time, are hereby incorporated herein by reference as if fully set forth herein. Additionally, venue-specific rules available on the District website, if any, are incorporated herein by reference. Any violation of the Recreational Area Guidelines, including those venue-specific rules contained therein, constitutes a violation of this Ordinance pursuant to Section 6.02.

SECTION 17. EVENTS

Section 17.01 Events with less than 100 Persons will be considered a social gathering and do not require a permit issued by the District. However, organizers of such Events are required to provide notice to the District of such Event. The District Manager may, in its sole discretion, designate a particular site for any Event.

Section 17.02 Events with greater than 100 Persons, whether or not considered a Commercial Activity, must submit an application to the District for an Event Permit in accordance with Section 8.07. The District Manager may, in its sole discretion, designate a particular site for any Event.

Section 17.03 The General Manager has the sole and absolute discretion to modify Event Permit requirements as necessary to serve the best interests of the District and community.

SECTION 18. ADVERTISEMENTS

Section 18.01 No private or commercial notices, signs, or advertisements shall be placed on or in District Land or District Water without the prior written permission of the General Manager.

SECTION 19. BOATING, VESSELS, AND WATERCRAFT

Section 19.01 Watercraft on District Waters must be equipped and operated in accordance with all applicable state and federal laws, rules, and regulations, as may be amended from time to time, including, without limitation, the following:

- (a) Inland Rules;
- (b) Texas Water Safety Act, Chapter 31;
- (c) Texas Parks and Wildlife Code;
- (d) Texas Water Code, Title 2, Chapter 26; and
- (e) Texas Administrative Code, Title 30, Chapter 321, Subchapter A.

Section 19.02 Additional rules for operating Watercraft on District Waters include:

(a) Watercraft deemed unseaworthy by the District or other authorities cannot operate on District Waters. The District is not responsible for the condition or operation of any Watercraft. All Watercraft must be properly documented by the United States.

(b) Motors or engines on Watercraft must have an efficient muffler to prevent excessive noise and smoke. Outboard motors must discharge exhaust gases underwater or be muffled to reduce noise. Inboard motors must condense and silence exhaust gases with water circulation. No Watercraft may be operated in a manner that creates a Nuisance. All Watercraft must be compliant with EPA standards to prevent leaks of Hazardous Materials in or on District Waters and District Land.

(c) No Sewage from Watercraft Toilet Facilities may be emptied into District Waters. Toilet Facilities must have a holding tank for Sewage removal to approved onshore facilities, constructed to withstand corrosion and minimize rupture risk, and properly vented.

(d) Airboats are prohibited in or on District Waters without a Special Permit from the General Manager.

(e) Watercraft cannot serve as an Abode without Special Permit from the General Manager.

(f) Use of sirens or flashing lights by Watercraft is prohibited, except for those operated by District Officers or law enforcement.

(g) Watercraft cannot tow Parasails on District Waters without a Special Permit.

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(h) Persons cannot position themselves to be hanging or dangling over the bow, stern, or sides of a moving Watercraft.

(i) Operators must obey all Wake and Warning Signs and Buoys.

(j) Watercraft must not exceed Headway Speed when traveling under bridges or overpasses.

(k) Except for launching and loading, at all times Watercraft traveling faster than Headway Speed must maintain a distance of at least 100 feet from other Watercraft, boathouses, docks, fishermen, Shorelines, Buoy-marked lines, swimming areas, Facilities, Restricted Areas, and Forbidden Zones.

(l) No Person shall moor, anchor, or otherwise attach Watercraft to Buoys that are located closer than 100 feet to Shorelines, docks, or boathouses, or to any Buoys marked “non-anchor.”

(m) Watercraft must be fastened to an anchorage or removed from the water to prevent drifting.

(n) Fuel Facilities are not allowed on any Non-Commercial Facilities or Watercraft.

(o) Abandoned or adrift Watercraft will be taken by the District, which will have a lien for fees and expenses incurred by the District in recovering such Watercraft. Watercraft left unattended for more than thirty-six (36) hours are considered abandoned, except when properly secured at permitted facilities. Abandoned Watercraft will be disposed of according to Chapter 683 of the Texas Transportation Code. This Section 19.02(r) does not apply to Watercraft properly secured at a permitted marina, pier, dock, boathouse, or other properly permitted facility.

SECTION 20. SURFACE WATER SPORTS AND SIMILAR ACTIVITIES

Section 20.01 Watercraft engaging in Surface Water Sports at greater than Headway Speed, as well as such Person engaging or participating in the Surface Water Sport, must maintain a distance of at least 200 feet from docks, Improvements, Facilities, swimming areas, other Watercraft, fishermen, or the Shoreline. No Person or Watercraft may engage in Surface Water Sports at greater than Headway Speed in District Water that is less than 20 feet deep.

Section 20.02 The use of Watercraft and engagement of Surface Water Sports are not permitted on Marine Creek Lake except in designated areas designated by the General Manager of the District.

Section 20.03 All Persons riding or operating Watercraft or participating in Surface Water Sports on District Water must comply with state laws regarding Personal Floatation Devices (PFDs).

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Section 20.04 Non-motorized Watercraft, including but not limited to kayaks, canoes, and paddleboard, are exempt from Shoreline and other distance restrictions, except in cases of Facilities, Restricted Zones, and Forbidden Areas.

Section 20.05 All Surface Water Sports, including, but not limited to, windsurfing, wing foiling, canoeing, kayaking, paddleboarding, jet boarding, and similar activities must comply with this Ordinance.

SECTION 21. WARNING SIGNS AND BUOYS

Section 21.01 No Persons other than the District Manager, District Officers, and/or its employees performing their duties shall place, alter, move, or remove Warning Signs, Buoys, or markers located on District Water.

SECTION 22. DIVING, SWIMMING

Section 22.01 No Person is permitted to wade, swim, dive, snorkel, or participate in similar activities within 100 feet of Watercraft launching areas in District Waters, except within Buoyed swimming areas.

Section 22.02 No Person wading, swimming, diving, or snorkeling in District Waters shall be more than 100 feet from the Shoreline or a Watercraft, except within Buoyed swimming areas.

Section 22.03 Any Person wading, swimming, diving, or snorkeling in District Waters must comply with all Warning Signs, Buoys, and other District rules or regulations applicable to the water or the District park or land where they entered.

SECTION 23. FIREARMS, OTHER WEAPONS, EXPLOSIVES, AND FIREWORKS

Section 23.01 Except as provided for shotguns and bow fishing by the Texas Parks and Wildlife Department approved equipment, no Person may shoot, fire, or discharge a firearm, explosive device, pellet gun, BB gun, compound bow, crossbow, longbow, slingshot, or any other impact device in, on, across, or along any District Land or District Waters, except by Special Permit issued by the General Manager of the District. The unauthorized or illegal use of firearms or explosives of any type are prohibited on District Water and District Land.

Section 23.02 The non-commercial use of fireworks on District Water and District Land must be conducted in compliance with state and local laws. Commercial fireworks may only be discharged with a Special Operating License or written authorization from the General Manager. All fireworks must be used safely and not pose a danger to the public or District Land or District Water.

Section 23.03 This Section 23 does not apply to District Peace Officers or representatives of the District or the Texas Parks and Wildlife Department in the discharge of their official duties.

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SECTION 24. FISHING

Section 24.01 All federal and state laws, as well as all rules and regulations established by the Texas Parks and Wildlife Department regarding fishing, apply to District Waters.

SECTION 25. HUNTING

Section 25.01 No hunting is allowed on District Land and District Water without the prior written permission of the General Manager.

Section 25.02 All federal and state laws, as well as all rules and regulations established by the Texas Parks and Wildlife Department regarding hunting, shall apply to District Land and District Waters.

Section 25.03 The use of shotguns is only allowed when used in the hunting of waterfowl during the season open to such hunting and only upon District Land and District Waters expressly designated for such public hunting by the District and located below the Spillway Elevation at each Reservoir. When the use of shotguns is allowed, only steel shot may be used. Lead shot is prohibited at all times on any District Land and District Water.

SECTION 26. MOTOR VEHICLES

Section 26.01 All motor vehicles operating on District Land shall be confined to designated roads and parking areas, except in designated special-use areas. All motor vehicles operated on District Land shall be licensed for street use and operated by Persons with valid driver's licenses. No motor vehicles may be operated below the conservation pool for all District Waters.

Section 26.02 The District Manager may issue a permit to allow the operation of utility terrain vehicles, all-terrain vehicles, recreational off-highway vehicles, and golf carts on designated District Land. Such vehicles shall be operated by Persons with a valid driver's license.

Section 26.03 All motor vehicles shall be operated in a reasonable and prudent manner not to exceed the posted speed limit.

SECTION 27. POLLUTION PROHIBITED

Section 27.01 The District maintains surveillance programs on watersheds draining into District Waters and pursues a water quality control program. Any detection or report of pollution from oil, gas, Sewage, Hazardous Waste, garbage, sediment, or other unpermitted discharges will be promptly investigated and reported to local, state, and federal governmental agencies, including the City of Fort Worth, the Texas Department of State Health Services, the Texas Railroad Commission, TCEQ, EPA, and the U.S. Army Corps of Engineers.

Section 27.02 The District has adopted the following rules:

(a) No person may discharge, apply, or permit the discharge or application of any chemical, pesticide, or other pollutant onto District Land or District Water or within five stream

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miles upstream of the Spillway Elevation of any District Reservoir as provided under the TCEQ Watershed Rule (30 Texas Administrative Code Section 311.61) where such discharge is reasonably likely to enter District Water, either directly or via surface flow without substantial natural filtration or dilution.

(b) The use of chemicals, including pesticides, on District Land or District Water at or below the Spillway Elevation of a Reservoir is prohibited without a written permit from the General Manager. A report detailing the chemical type, target vegetation, application method, dose, estimated dispersion, and potential threat to humans or wildlife is required.

(c) No paint or residue resulting from paint application or removal activities shall be allowed to enter District Land or District Water, whether intentional or accidental.

(d) No oil, gas, Sewage, Hazardous Waste, garbage, sediment, or other unpermitted discharge shall be allowed to flow into or upon District Land or District Water, whether intentional or accidental.

(e) The District will report any pollution to the responsible party, who must immediately remove the pollutants at their own expense. The District may pursue enforcement in cooperation with a municipal, state, or federal entity with concurrent jurisdiction or independently. If the responsible party fails to take remedial action, the District may do so and seek reimbursement for all incurred costs. Violations of this Section 27 are punishable as provided in Section 6 of this Ordinance.

(f) The District's Water Quality Guidance Manual, which requires compliance with TCEQ regulations, is incorporated herein.

SECTION 28. PROHIBITED ACTIVITIES

Section 28.01 Pursuant to the authority granted by Sections 51.127 and 25.004 of the Texas Parks and Wildlife Code, the following activities are prohibited on District Waters, District Land, and any such lands which are located and conditioned as to cause them to drain to District Waters or Floodway:

- (a) Littering, illegal dumping, improper disposal of waste, and/or vandalism;
- (b) Operating generators in the District public use areas in a manner that disturbs others;
- (c) Campfires in areas not designated for such activity by the District;
- (d) Possessing or using glass containers of any kind in or on District Land or District Waters;
- (e) Feeding any feral or wild animal in or around District Land or District Waters;

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(f) Placing, dumping, abandoning or leaving any animal on District Land or District Waters;

(g) Range or graze any livestock on District Land or District Waters without written permission from the District;

(h) Allowing pets or domesticated animals into a designated swimming area;

(i) Bringing livestock, including horses, into the District Parks, unless written permission is granted by the District;

(j) Discharging fireworks or detonating explosives, unless in compliance with Section 23;

(k) Using any device constructed and operated to launch projectiles on or over the District Land or District Waters;

(l) Fishing from all public boat ramps and courtesy docks, unless otherwise designated;

(m) Diving or jumping into District Waters from a height of twenty (20) feet or more, and climbing or rappelling on the District Land;

(n) Diving or jumping into District Waters from a public highway, roadway bridge, railroad bridge, water intake structure, utility tower, or any other structure that is not privately owned;

(o) Operating vehicles off-road on the District Land or District Waters, except as specifically authorized by the District;

(p) Using all-terrain vehicles, dirt bikes, golf carts, UTVs or other vehicles not licensed by the State of Texas for use on public roadways, in the District public use areas and on the District Land or District Waters, without the prior written permission of the District Manager;

(q) Locating or constructing Improvements or structures on the District Waters or District Land to include placement of privately owned buoys without written permission from the District;

(r) Dredging, filling or otherwise altering or reconfiguring the beds of District Waters, or excavating, filling, or reshaping of the District Land without written permission from the District;

(s) Installing or constructing a residential boat rail system; *provided, however*, boat rail systems in place prior to the effective date of this Ordinance may remain in place, subject to the provisions of Section 9.06 as a Noncomplying Facility. Any boat rail system installed or constructed in violation of these regulations is subject to immediate removal;

(t) Installing or constructing a commercial boat ramp and/or rail system not developed in accordance with an authorized Commercial Activity permit; provided, however, the District reserves the right to deny the installation or Construction of a commercial boat ramp associated with a Commercial Activity permit. Any boat ramp or rail system installed or constructed in violation of these regulations is subject to immediate removal;

(u) Aviation activities, including landing and take-off, are not allowed on District Land or District Waters, except by Special Permit issued by the District Manager or in cases of emergency services;

(v) Stopping, standing, or parking a vehicle where a posted sign prohibits stopping, standing, or parking;

(w) Any Commercial Activity without the appropriate permit in or upon District Land or District Waters; and

(x) Publishing or displaying private notices, advertisements, or signs, other than no trespassing/private property signs, on District Waters and District Land, except by specific written permission of the District.

Section 28.02 Use of Drones.

(a) Airspace Restrictions. Use of Drones over or adjacent to District Land or District Water is allowed so long as (1) in compliance with this Ordinance and Part 107 of the Federal Aviation Association, and (2) not within the airspace of critical infrastructure facilities as set forth in Section 28.02(b) below.

(b) Critical Infrastructure Facilities. No Person shall launch, land, or operate a Drone over or within 400 feet horizontally or vertically of any District Land or District Water that contains any of the following:

- (1) A District Facility;
- (2) A water intake structure or facility for the transfer or conveyance of water;
- (3) A pump station and related facilities;
- (4) A water storage tank;
- (5) A balancing or other Reservoir office;
- (6) A pipeline;
- (7) A dam, spillway, or emergency spillway;
- (8) A supervisory control and data acquisition (SCADA) facility;
- (9) Communications facilities, including cellular or radio towers;

(10) A District law enforcement facility; or

(11) Any facilities defined as “critical infrastructure” under Chapter 423 of the Texas Government Code or similar state or federal law.

(c) Interference with Security or Operations. It shall be unlawful to operate a Drone in a manner that interferes with, disrupts, or obstructs the normal operation, maintenance, or security of a critical infrastructure facility.

(d) Image Capture Restriction. No person shall intentionally capture images, video, or data of critical infrastructure facilities for surveillance, reconnaissance, or mapping purposes without prior written authorization, unless otherwise authorized under federal or state law.

(e) Public Safety Areas & Emergency Operations.

(1) No person shall launch, land, or operate a Drone within 400 feet of any active public safety area, including but not limited to:

- (i) Police or law enforcement incident scenes
- (ii) Fire suppression or hazardous materials operations
- (iii) Traffic accidents or crash investigations
- (iv) Disaster response or rescue efforts

(2) It shall further be unlawful to operate a Drone in a manner that interferes with first responders or emergency management operations during a declared emergency, evacuation, or disaster response.

(f) This Section 28.02 shall not apply to:

(1) Law enforcement, fire, emergency management, or search and rescue personnel acting within the scope of official duties.

(2) Operators acting under written authorization from the District.

(3) Operations authorized by the FAA under a 14 CFR Part 107 “Waiver” or “Certificate of Authorization,” or similar federal authorization.

(g) Penalties for violations of this Section 28.02 shall include:

(1) Each act of operation constitutes a separate offense.

(2) Drones operated in violation of this ordinance may be subject to seizure in accordance with applicable law.

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Section 28.03 Commercial filming (i.e., non-recreational filming for small parties or special events) on District Water or District Land involving Drones may require a Special Operating License from the District. The General Manager has the sole and absolute discretion to modify commercial filming rules and Special Operating License requirements as necessary to serve the best interests of the District and community.

SECTION 29. SANITATION

Section 29.01 Sanitation activities are regulated by this Ordinance and the District's On-Site Sewage Facility Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time. This Section 29 incorporates by reference all applicable laws, rules, regulations, and orders from any federal, state, or local governmental agency with jurisdiction over District Waters and District Land. Violations of the District's On-Site Sewage Facilities Ordinance or any other applicable laws subject the violator to civil and criminal penalties as provided in 30 Texas Administrative Code, Chapter 285, and this Ordinance.

Section 29.02 It is prohibited to leave dead animals, vegetation, grass clippings, brush, tree trimmings, food, garbage, trash, beverage or food containers, cigarette butts, bodily waste, wastewater, gray water, or any decaying matter on or in District Land or District Waters.

Section 29.03 Discharging or releasing any type of garbage, trash, beverage containers, or bodily waste into District Waters is prohibited.

Section 29.04 It is prohibited for any Person or enterprise to throw or release any type of refuse on or into District Land or District Water.

Section 29.05 Placing or operating any slaughterhouse, facility for killing or processing animals, feedlot, or enclosure that could pollute the air or District Land or District Water is prohibited.

Section 29.06 Refuse, including garbage, rubbish, and litter, must be deposited onshore in approved receptacles, maintained properly, and disposed of to prevent public health Nuisances and possible contamination of District Waters or District Land.

Section 29.07 Non-commercial fish cleaning stations are allowed but must operate without creating a Nuisance. All refuse from these stations must be disposed of to prevent contamination of District Water or District Land.

SECTION 30. RESTRICTED AREAS

Section 30.01 Access to all Restricted Areas is limited to authorized personnel only. Public use of such critical infrastructure for recreational purposes and fishing would interfere with the proper conduct of District business and the lawful use of District critical infrastructure.

Section 30.02 The General Manager is authorized to close areas of District Land to the public and to restrict activities in certain areas to help ensure the safety and health of the public and to secure and preserve property, Facilities, and Improvements. The General Manager is

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authorized to designate certain areas of the District Water as restricted to fishing, swimming or other activities. Areas that are restricted will be designated by Warning Signs or Buoys.

Section 30.03 No Person shall enter into such Restricted Areas or engage in any activity that violates a posted prohibition, restriction, sign, or buoy.

Section 30.04 This Section 30 shall not apply to the District-authorized operations, maintenance, patrol, or rescue activities.

SECTION 31. RAW WATER MANAGEMENT, CONSERVATION, AND DROUGHT MANAGEMENT

Section 31.01 To reduce water loss and waste in District Water, improve water use efficiency, and extend current water supplies during droughts or shortages, the District has adopted a Lake Resident Water Conservation and Drought Management Plan (see Attachment X).

Section 31.02 All Shoreline residents of District Waters must comply with the Lake Resident Water Conservation and Drought Management Plan, as amended from time to time.

Section 31.03 The use of raw water from any District reservoir for irrigation purposes shall be limited to irrigation of residential shoreline property that is directly adjacent to the reservoir.

Section 31.04 Any raw water intake for purposes other than cleaning a boat or dock or fish cleaning stations requires District authorization in accordance with the TRWD Lake Resident Water Conservation and Drought Management Plan.

Section 31.05 The General Manager of the District may adopt, publish, and enforce rules, codes, ordinances, or orders to prevent waste or unauthorized use of District Water. These may be amended as needed and are incorporated herein. The General Manager may also recommend that District customers adopt similar measures.

Section 31.06 In addition to other penalties in this Ordinance, the District may terminate any license, permit, or authorization issued to Shoreline residents for using District Waters for irrigation if they fail to comply with the Lake Resident Water Conservation and Drought Management Plan, including restrictions on frequency, time of day, or day of the week.

SECTION 32. EMERGENCY PROCEDURES

Section 32.01 To protect properties and ensure public welfare, access to District Land and District Waters may be restricted at the discretion of the General Manager.

Section 32.02 Watercraft or Persons found on District Waters or District Land during restricted times, without prior consent from the General Manager or a lawful reason, will be charged with Trespassing.

Section 32.03 District Officers responding to emergencies are authorized to act effectively to address the situation. Emergencies include obstructions, contamination, or hazards

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to water quality, navigation, or use of District Waters or District Land. Actions are considered “effective” if they contribute to preserving lives or property. This Section 32 takes precedence over other District ordinances and conflicting laws. The District and its Personnel are not liable for failing to use ordinary care in emergencies. Personnel should use a reasonable speed, with marked District vehicles or Watercraft if available, and take measures to prevent property destruction or injury.

SECTION 33. ENFORCEMENT

Section 33.01 The Board of Directors of the District is authorized under Section 49.216 of the Texas Water Code to contract for or employ District Peace Officers. Section 49.216 grants each District Peace Officer the authority to make arrests when necessary to prevent or abate the commission of (a) any offense against this Ordinance when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the District, (b) any offense involving injury or detriment to any property owned or controlled by the District, and (c) any offense against the laws of the State of Texas. District Peace Officers also possess additional powers granted by the Texas Water Code, Texas Penal Code, or any other law. Failing to obey lawful instructions or warnings from District Peace Officers or District Officers is a violation of this Ordinance and is punishable as outlined in Section 6.02.

Section 33.02 A District Peace Officer who arrests or issues a citation for a violation of this Ordinance may provide the alleged violator with a written notice to appear before a Justice of the Peace Court with jurisdiction over the offense within fifteen (15) days. The Person arrested or cited must sign the notice, promising to appear as required. After signing, the Person may be released. Failing to appear in court constitutes a violation of this Ordinance, and a warrant for arrest may be issued.

SECTION 34. SEVERABILITY

Section 34.01 If any section, paragraph, or provision of this Ordinance is declared invalid by a court, the remaining parts that still provide a workable plan to achieve the Ordinance’s purposes will remain in full force and effect.

SECTION 35. LEGAL NOTICES REQUIRED

Section 35.01 All non-penal provisions of this Ordinance are immediately effective. However, penal provisions will be suspended until they are published once a week for two (2) consecutive weeks in a newspaper with general circulation in the area where District Land or District Water is located, as required by the Texas Water Code.

SECTION 36. PRESENT AND FUTURE DISTRICT LAND AND DISTRICT WATER

Section 36.01 All provisions of this Ordinance apply to any and all District Land and District Water, including all lakes, Reservoirs, or other bodies of water constructed, operated, or maintained by the District, whether currently existing or constructed or acquired in the future.

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SECTION 37. RELATIONSHIP TO OTHER LAWS

Section 37.01 When regulations or restrictions in this Ordinance differ from those imposed by any governmental authority, the more restrictive or higher standards will govern, unless they are inconsistent with this Ordinance, in which case the provisions of this Ordinance will prevail.

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As evidence of the enactment hereof on [____], 2025:

WITNESS the signing hereof by Leah King, President of the Board of Directors, and attestation by C.B. Team, Secretary of the Board of Directors, with the District's seal.

Leah King, President

ATTEST:

C.B. Team, Secretary



GENERAL ORDINANCE

AS ADOPTED BY ITS BOARD OF DIRECTORS

ON

[---], 2025

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ATTACHMENTS ~~[*STILL UNDER DEVELOPMENT]~~

PERMIT GUIDELINES

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Attachment II	COMMERCIAL CONSTRUCTION PERMIT GUIDELINES
Attachment III	COMMERCIAL OPERATING LICENSE GUIDELINES
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TARRANT REGIONAL WATER DISTRICT

GENERAL ORDINANCE

REGULATIONS FOR WATER AND LAND UNDER THE JURISDICTION OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT

SECTION 1. TITLE AND SCOPE

Section 1.01 This General Ordinance (this “Ordinance”) shall be known and may be cited as the Tarrant Regional Water District General Ordinance. This Ordinance shall regulate and apply to all the water and associated land under the control of the Tarrant Regional Water District, a Water Control and Improvement District (the “District”). This Ordinance sets forth the rules and regulations under which the District will exercise and perform its duties by the general laws for water control and improvement districts.

SECTION 2. AUTHORITY

Section 2.01 This Ordinance is promulgated under the authority of Article XVI, Section 59 of the Texas Constitution, and operating under the powers and provisions of Chapter 31 of the Texas Parks and Wildlife Code; Chapter 340 of the General and Special Laws enacted by the 44th Legislature of the State of Texas and its Regular Session, now appearing as Sections 51.127, et seq., of the Texas Water Code, as amended; and also under the powers and provisions of Chapters 26, 49, 50, and 51 of the Texas Water Code, as amended.

SECTION 3. PURPOSE

Section 3.01 The purpose of this Ordinance is to establish the rules and regulations that pertain and relate to:

- (a) Delivery of reliable, resilient supply of water to the public;
- (b) Reduction of the risk of flooding through dependable control of infrastructure and operations;
- (c) Sustainment of our natural resources; and
- (d) Creation and maintenance of recreation opportunities around District infrastructure enhancing quality of life.

Section 3.02 District staff shall review and revise this Ordinance as needed and present the revisions to the District Board of Directors for approval and adoption no more than every ~~six~~five years from the date of first adoption.

~~**Section 3.03** — A District Officer shall have the authority to enforce provisions of this Ordinance relating to the laws, rules, and regulations of District Land and District Water as provided by the general laws for water control and improvement districts.~~

~~Section 3.04 — The District shall have the authority to employ and constitute its own law enforcement officers, to prevent and abate the commission of any offenses against the Ordinance, and against the laws of the State of Texas and federal law, when such offenses or threatened offenses occurs upon any District Land or District Water.~~

SECTION 4. PRIOR ORDINANCE SUPERSEDED

Section 4.01 The General Ordinance adopted by the District Board of Directors on March 19, 2002, and revised on November 15, 2011, is hereby repealed and replaced in its entirety as of the effective date herein.

Section 4.02 The Commercial Facilities Ordinance adopted by the District Board of Directors on March 19, 2002, is hereby repealed and replaced in its entirety as of the effective date herein.

SECTION 5. DEFINITIONS

Section 5.01 As used in this Ordinance and all Guidelines, the following terms shall have the following meanings:

(1) “Abode” means a habitable structure or residence and includes a Watercraft if it is occupied by a Person for more than fourteen (14) cumulative days in any sixty (60) day period, or if it is occupied by a Person for more than thirty (30) nights in any ninety (90) day period.

(2) “Airboat” means a shallow-draft boat driven by an airplane propeller and steered by an airplane rudder, including hovercraft and similar craft.

(3) “Annual Commercial Operating License” means a license issued by the District in consideration of an annual fee for operation of a Commercial Facility.

(4) “Boat” is defined as a Watercraft.

(5) “Breach of License Regulations” means the commission of any act or maintenance of any condition without a required permit or license from the District, or violation of the terms of such permit or license.

(6) “Breach of the Peace” includes acts causing (a) bodily harm or fear of bodily harm; (b) to deprive another Person of property lawfully in such Person’s possession or control; (c) property damage; (d) to threaten to commit any one or more of the foregoing acts; (e) to encourage or aid another to commit any one or more of the foregoing acts; (f) to disregard any lawful request of any peace officer or other lawfully constituted law enforcement officer, District Peace Office, or District Officers; (g) to resist or interfere with any such officer engaged in the lawful discharge of official duties; (h) any act which reasonably should be anticipated to produce any of the foregoing; and (i) acts prohibited by Chapter 42 of the Texas Penal Code.

(7) “Commercial Activity” means any operation, action, or activity for which a fee or other consideration is received in exchange for goods or services.

(8) “Commercial Construction Permit” means a permit for the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition of a Commercial Facility on District Land or District Water issued by the District after reviewing an application and confirming compliance with this Ordinance.

(9) “Commercial Facility” means any facility used for the conduct of Commercial Activities, including but not limited to: (a) water-based facilities for mooring, fueling, leasing, or servicing Watercraft, including Fuel Facilities; (b) docks, restaurants, breakwaters, piers, ramps, and anchoring facilities; and (c) Community Docks.

(10) “Community Dock” is a dock or boat slip facility used exclusively by members of a development, property owners’ association, or multi-family residence complex.

(11) “Construction” means erecting or installing structural, electrical, or plumbing components of an Improvement or Commercial Facility, including dredging, filling, and clearing.

(12) “Cove” means a sheltered recess in a reservoir shoreline less than six hundred (600) feet wide.

(13) “District” means the Tarrant Regional Water District, a Water Control and Improvement District.

(14) “District Inspector” means a District employee responsible for inspecting Commercial Facilities, Improvements, and generally for compliance with this Ordinance on District Land and in District Water.

(15) “District Land” includes all land owned or controlled by the District, including, without limitation, District Parks, and all pipelines, flowage, and other easements held by the District.

(16) “District Officers” include the General Manager, Deputy General Manager(s), Assistant General Manager(s), Executives, Chief Officers, Lake Supervisors, Lake Superintendents, Reservoir Managers, ~~Inspectors~~inspectors, and District Peace Officers, and any of their respective authorized designees and agents.

(17) “District Parks” include, without limitation, each of the following parks and associated trails/trailheads: (a) Eagle Mountain Park, located west of Morris Dido Newark Road and south of Peden Road; (b) Twin Points at Eagle Mountain Lake; (c) Marine Creek Lake; and (d) Airfield Falls Trailhead and Conservation Park ~~at 200 Pumphrey Dr., Fort Worth, TX 76114.~~

(18) “District Peace Officer” is a peace officer contracted or employed by the District in accordance with Section 49.216 of the Texas Water Code and licensed under the Texas Administrative Code, Title 37 – Public Safety, Part VII – Texas Commission on Law

Enforcement Standards and Education, or any subsequent regulations adopted by the Texas Commission on Law Enforcement Standards and Education.

(19) “District Water” includes all lakes, Reservoirs, rivers, streams, creeks, tributaries, sloughs, canals, watercourses, ditches, detention structures, sump areas, Floodways and all other bodies of water, natural or artificial, owned or controlled by the District, including water held, diverted, stored, or otherwise controlled pursuant to a state-granted water right.

(20) “Drone” means an aircraft, or unmanned aircraft system (UAS), including all components (controller, camera, sensors), operated without the possibility of direct human intervention from within or on the aircraft.

(21) “Encroachment” means the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition to a new or existing Improvement or Commercial Facility located within a Right-of-Way located on District Land or District Water, including within a District pipeline Right-of-Way.

(22) “Encroachment Permit” means a permit for the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition to a new or existing Improvement or Commercial Facility located within a Right-of-Way located on District Land or District Water, including within a District pipeline Right-of-Way, issued by the District after reviewing an application and confirming compliance with this Ordinance.

(23) “EPA” means the United States Environmental Protection Agency.

(24) “Event” includes any gathering, activity, or occurrence on District Land or District Waters that involves public or private participation of greater than one hundred (100) Persons.

(25) “Event Permit” means a permit issued by the District for the purpose of holding an Event on District Land or District Waters.

(26) “Expansion” means increasing the water surface area occupied by a commercial facility.

(27) “FAA” means the [Federal Aviation Administration](#).

(28) ~~(27)~~ “Facility” means each and every structure, Improvement, building, sign, pipeline, or fence owned, controlled, or constructed by the District.

(29) ~~(28)~~ “Floodway” means the flood protection levees, channel improvements and associated diversion channels constructed on the Clear Fork and West Fork of the Trinity River by the U.S. Army Corps of Engineers (USACE) after the flood of 1949, including subsequent additions. The Floodway extends from approximately 1,000 feet upstream of Meandering Road along the West Fork of the Trinity River to approximately 1,500 feet downstream of the Beach Street dam; and along the Clear Fork of the Trinity River beginning at

State Highway 183 southeasterly to the confluence of the West Fork of the Trinity River; or as otherwise determined by USACE.

(30) ~~(29)~~ “Flood Flowage Boundary” refers to the designated area within District Land and District Water that is subject to flooding, and includes, without limitation, the following specific elevation lines, measured in feet above mean sea level known as elevation: (a) elevation 325 feet upon the lands forming the margins of Cedar Creek Reservoir, except where the District has flowage easements up to elevation 330; (b) elevation 320 feet upon the lands forming the margins of Richland Chambers Reservoir; (c) elevation 668 feet upon the lands forming the margins of Eagle Mountain Lake; (d) elevation 851 feet upon the lands forming the margins of Lake Bridgeport; and (e) elevation 715 feet upon the lands forming the margins of Marine Creek Lake.

(31) ~~(30)~~ “Flotation Material” means encapsulated polystyrene foam used for flotation.

(32) ~~(31)~~ “Forbidden Zone” means areas where public entry is prohibited, including, without limitation, areas marked by Warning Signs or Buoys as forbidden or prohibited to public entry, and any dam or Facility.

(33) ~~(32)~~ “Fuel Facility” means a Commercial Facility designed for storing and dispensing fuel to motor vehicles, including Watercraft, on District Land or District Water, and includes all equipment and structures necessary for fueling operations, such as storage tanks, pumps, dispensing nozzles, and safety and spill prevention measures. Fuel Facility also includes any Commercial Facility that stores or possesses petroleum products or distillate.

(34) ~~(33)~~ “General Manager” is the Person employed by the District as its General Manager.

(35) ~~(34)~~ “Guidelines” means, as amended from time to time, the Residential Improvement Permit Guidelines, Commercial Construction Permit Guidelines, Commercial Operating License Guidelines, ~~Event Permit Guidelines, Right of Entry Permit Guidelines, Encroachment Permit Guidelines, and On-Site Sewage Facility Permit Guidelines,~~ and Recreational Area Guidelines.

(36) ~~(35)~~ “Hazardous Waste” means, as defined by the EPA, waste exhibiting ignitability, corrosivity, reactivity, or toxicity, and includes waste that exhibits the characteristics of Hazardous Waste.

(37) ~~(36)~~ “Headway Speed” means the slowest possible speed a Watercraft may travel under power.

(38) ~~(37)~~ “Improvement” includes all structures, devices, contrivances, or objects placed on District Land or District Water.

(39) ~~(38)~~ “Inland Rules” means the U.S. Coast Guard Inland Navigation Rules.

(40) ~~(39)~~ “International Building Code” or “IBC” means the 2021 Code, as may be amended or restated from time to time, and as adopted in this Ordinance.

(41) ~~(40)~~ “International Fire Code” or “IFC” means the 2021 Code, as may be amended or restated from time to time, and as adopted in this Ordinance.

(42) ~~(41)~~ “Lake Resident Water Conservation and Drought Management Plan” is a plan to conserve water and manage drought conditions.

(43) ~~(42)~~ “Landowner” means any Person that holds legal title to a parcel of land adjacent to a District Reservoir or Lot. This includes Persons who possess full ownership rights, including the right to use, lease, sell, or otherwise dispose of such property, subject to applicable laws and regulations.

(44) ~~(43)~~ “Lot” means a land parcel for private Improvements or Commercial Facilities and accessory uses, with open spaces.

(45) ~~(44)~~ “Modification” means changes to a structure’s Construction, flotation, anchorage, plumbing, or electrical services.

(46) ~~(45)~~ “National Electrical Code” or “NEC” means the 2023 Edition, as may be amended or restated from time to time by the North Texas Council of Governments, and as adopted in this Ordinance.

(47) ~~(46)~~ “Navigable Passage” means a space for Watercraft passage that is at least forty (40) feet wide and ten (10) feet deep for watercraft passage in commercial locations, and at least twenty (20) feet wide and ten (10) feet deep in residential cove locations.

(48) ~~(47)~~ “NFPA” means the National Fire Protection Association.

(49) ~~(48)~~ “Noncomplying Facility” includes (i) any Improvement existing on the effective date of this Ordinance that is not permitted in accordance with this Ordinance, and (ii) any Improvement that is deemed by the District to be dilapidated, in disrepair, a Nuisance, a hindrance to operations, a hazard to navigation, or otherwise fails to comply with specifications of this Ordinance.

(50) ~~(49)~~ “Noncomplying Commercial Facility” includes (i) any Commercial Facility existing on the effective date of this Ordinance that is not licensed in accordance with this Ordinance, and (ii) any Commercial Facility that is deemed by the District to be dilapidated, in disrepair, a Nuisance, a hindrance to operations, a hazard to navigation, or otherwise fails to comply with specifications of this Ordinance.

(51) ~~(50)~~ “Nuisance” means acts impairing water quality or creating hazards, unsafe condition, or Breach of the Peace, and includes the definition of “nuisance” under Section 42 of the Texas Penal Code.

(52) ~~(51)~~ “One Hundred Year Flood Elevation” means the flood elevation with a 1% annual chance of occurrence as determined by the Federal Emergency Management Agency or other appropriate regulatory authority.

(53) ~~(52)~~ “On-Site Sewage Facility” or “OSSF” means a wastewater treatment system, including septic tanks or systems, utilized for the treatment of Sewage, greywater, and wastewater on District Land, and includes, but is not limited to, such facilities utilized personally by Landowners or commercially by communities or Commercial Facilities.

(54) ~~(53)~~ “On-Site Sewage Facility Permit” or “OSSF Permit” means a permit for the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition of an On-Site Sewage Facility issued by the District after reviewing an application and confirming compliance with this Ordinance.

(55) ~~(54)~~ “Ordinance” means this General Ordinance of the District adopted by the Board of Directors of the District on [___], 2025, as may be amended or restated from time to time.

(56) ~~(55)~~ “Parasail” includes any apparatus for gliding through the air behind a Watercraft.

(57) ~~(56)~~ “Person” includes individuals, partnerships, corporations, associations, or any other entity.

(58) ~~(57)~~ “Personal Floatation Device” or “PFD” means a device for buoyancy in water prescribed by the Coast Guard and approved as a Type I, II, III, or V device.

(59) ~~(58)~~ “Personal Watercraft” means a motor-propelled vessel operated by a Person sitting, standing, or kneeling on it.

(60) ~~(59)~~ “Reservoirs” include all ponds, lakes and earthen embankments, structures, dams, levees, machinery, devices and all other appurtenances thereto which are provided by, owned, or controlled by the District, including Lake Bridgeport, Eagle Mountain Lake, Marine Creek Lake, Cedar Creek Reservoir, and Richland-Chambers Reservoir.

(61) ~~(60)~~ “Residential Improvement Permit” means a permit for the expansion, reconstruction, Construction, Modification, alteration, renovation, or addition of a non-Commercial Activity Improvement on District Land or District Water issued by the District after reviewing an application and confirming compliance with this Ordinance.

(62) ~~(61)~~ “Restricted Areas” include areas marked by Warning Signs or Buoys restricting activity beyond that point, including all District critical infrastructure, dams, power plants, substations, and natural gas facilities, and the District Land surrounding them.

(63) ~~(62)~~ “Right of Entry Permit” means a permit authorizing entry of Persons on or over District Land or District Water on behalf of a third party for activities including, but not limited to, investigations, surveying, utility installation/maintenance, Construction, and/or

Modifications issued by the District after reviewing an application and confirming compliance with this Ordinance.

(64) ~~(63)~~ “Right-of-Way” or “ROW” means portions of District Land which the District possesses a legal right to traverse, access, or utilize such area for transportation, utility, or other public or private purposes, including within a District pipeline Right-of-Way.

(65) ~~(64)~~ “Sewage” means water containing organic or inorganic contaminants.

(66) ~~(65)~~ “Shoreline” means the point where water touches land.

(67) ~~(66)~~ “Special Operating License” means a license for the use of District Land or District Water for a specific commercial purpose for a designated period, not to exceed three (3) months issued by the District after reviewing an application and confirming compliance with this Ordinance.

(68) ~~(67)~~ “Special Permit” means a permit for the use of District Land or District Water for a purpose or activity not specifically addressed in this Ordinance and issued by the District after reviewing an application and confirming compliance with this Ordinance.

(69) ~~(68)~~ “Spill” means an unaccounted release of petroleum, chemicals, or sewage exceeding specified amounts.

(70) ~~(69)~~ “Spillway Elevation” means the contour elevation at which a Reservoir is at optimum capacity, and includes, without limitation, the following specific elevation lines, measured in feet above mean sea level known as elevation: (a) elevation 322 feet upon the lands forming the margins of Cedar Creek Reservoir; (b) elevation 315 feet upon the lands forming the margins of Richland Chambers Reservoir; (c) elevation 649.1 feet upon the lands forming the margins of Eagle Mountain Lake; (d) elevation 836 feet upon the lands forming the margins of Lake Bridgeport; and (e) elevation 687 feet upon the lands forming the margins of Marine Creek Lake.

(71) ~~(70)~~ “Surface Water Sports” include, without limitation, wakeboarding, kneeboarding, water skiing, bodyboarding, wakesurfing, tubing, hydrofoiling, wakeskating, skimboarding, and similar activities, including at all times a Watercraft is in tow of a Person.

(72) ~~(71)~~ “Temporary Commercial Operating License” means a license for a Commercial Facility deemed a Noncompliant Commercial Facility by the District, allowing operation while the Commercial Facility is brought back into compliance with this Ordinance.

(73) ~~(72)~~ “TCEQ” means the Texas Commission on Environmental Quality.

(74) ~~(73)~~ “Toilet Facility” includes a Sewage disposal apparatus.

(75) ~~(74)~~ “Trespass” includes, but is not limited to, (i) the failure to leave District Land or District Water when ordered, (ii) the unauthorized entry into Restricted Areas, (iii) the cutting, removal, or burning of any timber or other natural resource on District Land, and

(iv) placing equipment, pipes, lines, or other extraction equipment in, under, or upon District Water or District Land for the unauthorized taking of District Water or other natural resources.

(76) ~~(75)~~ “Watercraft” includes any boat, Personal Watercraft, or device for floating and/or navigating on water.

(77) ~~(76)~~ “Wake” means operating a Watercraft to cause waves to crest.

(78) ~~(77)~~ “Warning Sign” or “Buoy” includes devices used to notify Persons of permissible or prohibited activities.

(79) ~~(78)~~ “Waste Control Order” means an order from the ~~Texas Commission on Environmental Quality (TCEQ)~~ designating the District as an authorized agent to regulate on-site sewage facilities on a specific reservoir. Such orders incorporate TCEQ rules on abatement or prevention of pollution and prevention of injury for on-site sewage disposal systems.

Section 5.02 In this Ordinance:

- (a) Terms defined in the singular shall include the plural, and vice versa;
- (b) All pronouns and their variations shall refer to the masculine, feminine, neuter, singular, or plural, as appropriate to the context;
- (c) The term “include” and its derivatives shall mean “include without limitation;” and
- (d) References to statutes or regulations shall refer to those statutes or regulations as currently amended, as well as any future amendments or superseding provisions.

SECTION 6. ~~VIOLATIONS~~ APPEALS OF DISTRICT ACTIONS; VIOLATIONS OF OR FAILURE TO COMPLY WITH THIS ORDINANCE

Section 6.01 Any action taken by the District pursuant to this Ordinance or the Guidelines, including without limitation, the denial, suspension or revocation of a license or permit, may be appealed to the District by notifying the General Manager in writing within fourteen (14) calendar days of the decision. The District will address the appeal within thirty (30) calendar days and may consider any information pertaining to the action provided by such Person. After consideration, the District’s decision on the action or revocation is final and not appealable. If a license or permit is revoked, the activity must cease or the Improvement or Commercial Facility must be removed from District Land or District Water by the owner, or the District may remove such facility at the owner’s expense without liability to the owner. Actions taken by the District under Section 6.02, which involve issuing a Class C Misdemeanor citation, cannot be appealed through this Section 6.01 and may only be contested through the applicable legal system.

Section 6.02 ~~Section 6.01~~ Any Person who violates or fails to comply with any provision of this Ordinance, or the aiding and abetting of either, is guilty of a Class C

Misdemeanor and may be charged by citation. Each twenty-four (24) hour period of any violation constitutes a separate offense subject to citation. Upon conviction, a violator is subject to punishment by penalty under the Texas Penal Code. In addition, a violator may be barred from the use of District Land and District Water. It is a defense to prosecution for a violation of this Ordinance that the Person had a current valid permit or license issued by a District Officer and was in compliance with the conditions of the permit or license; *provided, however*, the District may enjoin operations and/or void permits or license when actions or activities are in violation of the conditions of a permit or license issued by the District. The District may pursue enforcement in cooperation with a municipal, state, or federal entity with concurrent jurisdiction or independently.

SECTION 7. APPLICABILITY OF LOCAL, STATE, AND FEDERAL LAWS, RULES, AND REGULATIONS

Section 7.01 This Ordinance and the terms, provisions, regulations, and requirements hereunder apply to all District Land and District Water, except that which is under the primary or exclusive control of any local, municipal, state or federal laws, rules, and regulations. Notwithstanding the foregoing, the District will enforce all rights and remedies afforded to it under this Ordinance and applicable law.

Section 7.02 The District has adopted a “see something, say something” policy, under which the District will report violations of all applicable local, municipal, state or federal laws, rules, and regulations. Pursuant to such policy, the District will work with local, municipal, state, and federal agencies to ensure compliance with such laws, rules, and regulations and to protect District Land and District Water. As part of the District’s policy, the District expects reciprocal notifications from local, municipal, state, and federal agencies to protect, preserve, and enhance District Land, District Water, and all Texas natural resources.

Section 7.03 All terms and provisions of the Texas Water Safety Act, along with all applicable laws, rules, and regulations promulgated by the Texas Parks and Wildlife Department pursuant to the Texas Water Safety Act, shall be applicable to District Water and, where appropriate, adjacent District Land. Additionally, all appropriate laws, rules, and regulations promulgated by the U.S. Army Corps of Engineers, including the provision of Permits, shall, where appropriate, be applicable to District Water and adjacent District Land. Furthermore, all applicable laws, rules, and regulations of the TCEQ shall also be applicable to District Water and District Land.

SECTION 8. PERMITTING AND LICENSING

Section 8.01 Permitting and Licensing Application Procedure.

(a) This Section 8.01 sets forth the general permit or license application process for District permits and licenses, including a Residential Improvement Permit, Commercial Construction Permit, Annual Operating ~~License~~License, Temporary Commercial Operating ~~License~~License, Special Operating License, Event Permit, Right of Entry Permit, Encroachment Permit, and Sewage Facility Permit. Sections 8.02 through 8.11, along with the

applicable Guidelines attached hereto, provide specific requirements related to the permit or license and the application process.

(b) A permit or license application shall be considered to have been filed on the date that it is received by the appropriate District department. District staff shall not accept a permit or license application that is incomplete. The appropriate District department shall review applications within a reasonable amount of time of receipt and declare the application either accepted for consideration or rejected. In the event the permit or license application is rejected, the applicant will be required to submit a new application for any further consideration. Acceptance of an application during the administrative review phase only indicates that the permit or license application contains all necessary information for consideration. Such acceptance is unrelated to the outcomes of subsequent phases of the application process.

(c) The appropriate District department shall notify the applicant that their permit or license application has been accepted. Accepted applications shall proceed to the technical review phase.

(d) District staff shall commence a technical review of a permit or license application after it is deemed administratively accepted. District staff shall consider any information submitted in the application. During the technical review phase, District staff shall notify the applicant of any additional information necessary to complete the review. The applicant shall provide the requested information as requested by District staff within the time period prescribed in the applicable Guideline, unless otherwise authorized in writing by the District. Once the applicant has submitted all required information, the District staff shall complete the technical review within a reasonable amount of time depending on the complexity of the request.

(e) If the applicant fails to provide further information as requested by District staff within the prescribed time period, unless the time period is extended in writing by District staff, the permit or license application shall be deemed technically incomplete and rejected. There shall be no restriction on subsequent permit or license applications.

(f) Upon a determination that an application for a permit or license application is technically approved, a final permit decision shall be made in accordance with Section 8.01(i).

(g) A permit or license application may be amended at any time prior to the issuance of a permit or license application for non-substantive changes. Non-substantive changes include slight alterations that do not change the size, footprint, or location of the permitted facility. Substantive changes may be proposed prior to the completion of the technical review phase. However, after completion of the technical review phase, substantive changes shall require a new permit or license application.

(h) A permit or license application may be withdrawn at any time prior to the issuance of a permit or license. An applicant may request an extension of any deadline during the administrative review or technical review phases. Extension requests must be in writing and

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shall explain in detail the need for additional time. Such requests shall be subject to written approval by the District.

(i) Upon completion of the technical review, District staff shall coordinate any necessary changes with the applicant and make a determination to approve, approve in part, or deny the permit or license application. If District staff approves the permit or license application in full or approves the permit or license application in part, District staff shall prepare and deliver the permit or license, either by mail or electronic transmission, to the applicant, which may include any conditions that the District deems appropriate. If District staff denies the permit or license application, District staff shall issue a letter notifying the applicant that the permit has been denied. The applicant ~~shall have the time period prescribed in the applicable Guideline, unless otherwise authorized in writing by the District, to provide written comments, if any, to District staff. District staff shall then consider applicant's comments and within a reasonable amount of time either issue a permit or~~ may appeal the District's decision regarding a license or reaffirm denial of such permit or license. A copy of the executed permit or license application shall be delivered, either by mail or electronic transmission, to the applicant by following the process outlined in Section 6.01.

(j) The permittee's rights to Construct, Modify, expand, or utilize the facility is limited by the terms and conditions set forth in the permit or license application.

(k) Permits or license for activities on District Land or District Water will be issued only when such activities align with the public's best interest, taking into account public safety, public access, environmental quality, navigational safety, and recreational enjoyment. Permits will not be granted if the proposed activity significantly impairs the shared use of District Water or District Land, contributes to environmental degradation, creates hazards to public safety, or provides exclusive benefits to any individual or entity at the expense of the general public. All proposed activities requiring permits or licenses will be assessed for their cumulative impact on the natural resources and the equitable use by the broader community of District Land and District Water.

Section 8.02 Residential Improvement Permit.

(a) A Residential Improvement Permit is required before Constructing new Improvements or Modifying existing Improvements on District Land or District Water. A Residential Improvement Permit is always needed for any Modification that changes the square footage of an existing Improvement. Residential Improvements are regulated by this Ordinance and the District's Residential Improvement Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) Only after compliance with this Section 8.02 and the Residential Improvement Permit Guidelines attached hereto may a Residential Improvement Permit be issued. The District may, in its sole and absolute discretion, waive the Residential Improvement Permit requirement if the proposed changes are deemed insignificant. Residential Improvement

Permits are non-transferable and must be prominently displayed at the Construction site for which it was issued.

(c) The permittee's rights to Construct, Modify, expand, or utilize the facility is limited by the terms and conditions set forth in the Residential Improvement Permit.

(d) If Construction cannot be completed within the time limits specified in the Residential Improvement Permit Guideline, the permittee may request an extension. Any extension, for a time period prescribed by the District following the expiration of the time limit set forth in the Residential Improvement Permit, may be granted at the sole discretion of the District. If an extension fee applies as set forth in the Guidelines, it must be paid before an extension may be granted. If an extension is granted and the applicant fails to complete Construction of the facility within the extended timeframe, then the Residential Improvement Permit shall be cancelled. If the applicant still desires to obtain a Residential Improvement Permit, the applicant shall be required to submit a new application and restart the process.

Section 8.03 Commercial Construction Permit.

(a) A Commercial Construction Permit is required before Constructing new Commercial Facilities or expanding, Modifying, removing, or reconstructing existing Commercial Facilities on District Land or District Water. A Commercial Construction Permit is always needed for any Modification that changes the square footage of a Commercial Facility or any Construction requiring a pump-out facility. Construction or Modification of a Commercial Facility is regulated by this Ordinance and the District's Commercial Construction Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) Only after compliance with this Section 8.03 and the Commercial Construction Permit Guidelines may a Commercial Construction Permit be issued. The Commercial Construction Permit Guidelines will provide details on the Administrative Review, Public Notice, Technical Review, and Final Approval process for obtaining a Commercial Construction Permit. Throughout the process, the Commercial Construction Permit will be reviewed for compliance with this Ordinance and the Commercial Construction Permit Guidelines.

(c) The District may, in its sole and absolute discretion, waive the Commercial Construction Permit requirement if the proposed changes are deemed insignificant. Commercial Construction Permits are non-transferable and must be prominently displayed at the Construction site for which it was issued.

Section 8.04 Annual Commercial Operating License.

(a) An Annual Operating License is required to operate a Commercial Facility on District Land or District Water. No Commercial Facility may operate on District Land or District Water without an Annual Operating License issued by the District. Commercial Activities are regulated by this Ordinance, ~~the District's Commercial Activity Guidelines,~~ and the District's Commercial Operating License Guidelines, ~~each of~~ which is incorporated herein by

reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) The District may only issue the Annual Operating License after:

(1) Reviewing and processing the completed application in accordance with the Commercial Operating [License](#) Guidelines attached hereto;

(2) Inspecting the Commercial Facilities for compliance with this Ordinance; and

(3) Receiving the required fee.

(c) An Annual Operating License shall be renewed annually.

(d) The owner's right to operate the Commercial Facility is limited by the terms and conditions set forth in the Annual Operating License.

(e) Commercial Facilities must be clean, attractive, and maintain operational safety, as determined by the District in its sole and absolute discretion. Noncompliant Commercial Facilities will be classified accordingly and will be subject to the requirements of [Section 8.05](#).

Section 8.05 Temporary Commercial Operating License.

(a) Noncompliant Commercial Facilities must obtain a Temporary [Commercial](#) Operating License within thirty (30) days of notification by the District of the Commercial Facility being deemed a Noncompliant Commercial Facility. Commercial Activities are regulated by this Ordinance, ~~the District's Commercial Activity Guidelines,~~ and the District's Commercial Operating License Guidelines, each of which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) The District may only issue the Temporary [Commercial](#) Operating License after:

(1) Reviewing and processing the completed application in accordance with the Commercial Operating License Guidelines attached hereto; and

(2) Receiving the required fee.

(c) The owner's right to operate the Commercial Facility is limited by the terms and conditions set forth in the Temporary [Commercial](#) Operating License.

(d) The Temporary [Commercial](#) Operating License is valid for a period set by the District, not to exceed one (1) year, to allow for necessary repairs. The District may renew the Temporary [Commercial](#) Operating License if the facility owner is making reasonable progress toward compliance.

Section 8.06 Special-~~Commercial~~ Operating License.

(a) A Special Operating License is required to operate a Commercial Activity on District Land or District Water. The Special Operating License is for Commercial Activities that will operate for a designated period, not to exceed ~~three~~one ~~(31)~~ (31) months~~year~~. No Commercial Activity may operate on District Land or District Water without a license issued by the District. Commercial Activities are regulated by this Ordinance, ~~the District's Commercial Activity Guidelines~~, and the District's Commercial Operating License Guidelines, ~~each of~~ which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.

(b) The District may only issue the Special Operating License after:

(1) Reviewing and processing the completed application in accordance with the Commercial Operating License Guidelines attached hereto;

(2) Inspecting the Commercial Facilities for compliance with this Ordinance, if applicable; and

(3) Receiving the required fee.

(c) The Special Operating License is valid for a designated period, not to exceed ~~three~~one ~~(31)~~ (31) months~~year~~. If the Commercial Activity is planned or reasonably expected to continue for longer than three (3) months, an Annual Operating License is required.

(d) The owner's right to operate the Commercial Facility is limited by the terms and conditions set forth in the Special Operating License.

(e) Commercial Facilities must be clean, attractive, and maintain operational safety, as determined by the District in its sole and absolute discretion. Noncompliant Commercial Facilities will be classified accordingly and will be subject to the requirements of Section 8.05.

Section 8.07 Event Permit.

(a) An Event Permit is required for any Event on District Land, District Water, and/or District Parks. Events are regulated by this Ordinance ~~and the District's Event Permit Guidelines, which is incorporated herein by reference as if fully set forth herein~~, as currently in effect and as it may be amended from time to time. The District Manager may, in its sole discretion, designate a particular site for any Event.

(b) The District may only issue an Event Permit after:

~~(1) — Reviewing~~reviewing and processing the completed application ~~in accordance with Section 8.01; and receiving the required fee set forth in the application. Event Permit applications must be submitted at least ninety (90) days prior to the scheduled date of the~~

Event and must include all information required by the Event Permit application provided on the District's website here: <https://trinitytrailsfw.com/permitting/>.

(c) Event Permit Permitting Procedure.

(1) An Event Permit application shall be considered to have been filed on the date that it is received by the appropriate District department. District staff shall not accept any application that is incomplete. The appropriate District department shall review an Event Permit application within ten (10) business days of receipt and declare the application either accepted for consideration or rejected. In the event the Event Permit application is rejected, the applicant will be required to submit a new application for any further consideration. Acceptance of an Event Permit application during the administrative review phase only indicates that the application contains all necessary information for consideration. Such acceptance is unrelated to the outcomes of subsequent phases of the application process.

(2) ~~Receiving the required fee.~~ The appropriate District department shall notify the applicant that their Event Permit application has been accepted. Accepted Event Permit applications shall proceed to the technical review phase.

(3) District staff shall commence a technical review of an Event Permit application after it is deemed administratively accepted. District staff shall consider any information submitted in the application. During the technical review, District staff shall notify the applicant of any additional information necessary to complete the review. The applicant shall provide the requested information within a period of ten (10) business days, unless otherwise authorized in writing by the District. Once the applicant has submitted all required information, the District staff shall complete the technical review within ten (10) business days.

(4) If the applicant fails to provide further information as requested by District staff within the prescribed time period, unless the time period is extended in writing by District staff, the Event Permit application shall be deemed technically incomplete and rejected. There shall be no restriction on subsequent Event Permit applications.

(5) Upon a determination that an application for an Event Permit is technically approved, a final permit decision shall be made in accordance with Section 8.07(c)(8).

(6) An application may be amended at any time prior to the issuance of an Event Permit for non-substantive changes. Non-substantive changes include slight alterations that do not change the size, footprint, or location of the Event. Substantive changes may be proposed prior to the completion of the technical review phase. However, after completion of the technical review phase, substantive changes shall require a new Event Permit application.

(7) An Event Permit application may be withdrawn at any time prior to the issuance of an Event Permit application. An applicant may request an extension of

any deadline during the administrative review or technical review phases. Extension requests must be in writing and shall explain in detail the need for additional time. Such requests shall be subject to written approval by the District.

(8) Upon completion of the technical review, District staff shall coordinate any necessary changes with the applicant and make a determination to approve, approve in part, or deny the Event Permit. If District staff approve the Event Permit in full or approves the Event Permit in part, District staff shall prepare and deliver, either by mail or electronic transmission, including the District's online permitting software system, a proposed permit to the applicant, which may include any conditions that the District deems appropriate, including a change in the proposed location of the Event. If District staff denies the Event Permit, District staff shall deliver, either by mail or electronic transmission, including the District's online permitting software system, a letter notifying the applicant that the Event Permit has been denied. The applicant may appeal the District's decision regarding a license or permit by following the process outlined in Section 6.01.

(d) ~~(b)~~ The permittee must have the Event Permit posted or in their possession at all times during the Event. The permittee's rights to host the Event is limited by the terms and conditions set forth in the Event Permit.

Section 8.08 Right of Entry Permit.

(a) A Right of Entry Permit is required for any Person entering District Land, District Water, and/or District Parks on behalf of the District or a third party for activities such as investigations, surveying, utility installation/maintenance, Construction, and/or Modifications. The Right of Entry Permit requirement ensures all activities conducted on District Land or District Water are done in compliance with this Ordinance and any property rights held by the District, as applicable. Entry on or over District Land, District Water, or District Parks is regulated by the District, and this Ordinance, ~~and the District's Right of Entry Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time.~~ The District may only issue a Right of Entry Permit after reviewing and processing the completed application ~~in accordance with Section 8.01 and receiving the required fee, if any.~~

(b) The District may only issue a Right of Entry Permit after reviewing and processing the completed application and receiving the required fee set forth in the application. Right of Entry Permit applications must be submitted at least ninety (90) days prior to the requested date of entry and must include all information required by the Right of Entry Permit application provided on the District's website.

(c) Right of Entry Permit Permitting Procedure.

(1) A Right of Entry Permit application shall be considered to have been filed on the date that it is received by the appropriate District department. District staff shall not accept any application that is incomplete. The appropriate District department shall review a Right of Entry Permit application within ten (10) business days

of receipt and declare the application either accepted for consideration or rejected. In the Right of Entry the Right of Entry Permit application is rejected, the applicant will be required to submit a new application for any further consideration. Acceptance of a Right of Entry Permit application during the administrative review phase only indicates that the application contains all necessary information for consideration. Such acceptance is unrelated to the outcomes of subsequent phases of the application process.

(2) The appropriate District department shall notify the applicant that their Right of Entry Permit application has been accepted. Accepted Right of Entry Permit applications shall proceed to the technical review phase.

(3) District staff shall commence a technical review of a Right of Entry Permit application after it is deemed administratively accepted. District staff shall consider any information submitted in the application. During the technical review, District staff shall notify the applicant of any additional information necessary to complete the review. The applicant shall provide the requested information within a period of ten (10) business days, unless otherwise authorized in writing by the District. Once the applicant has submitted all required information, the District staff shall complete the technical review within ten (10) business days.

(4) If the applicant fails to provide further information as requested by District staff within the prescribed time period, unless the time period is extended in writing by District staff, the Right of Entry Permit application shall be deemed technically incomplete and rejected. There shall be no restriction on subsequent Right of Entry Permit applications.

(5) Upon a determination that an application for a Right of Entry Permit is technically approved, a final permit decision shall be made in accordance with Section 8.08(c)(8).

(6) An application may be amended at any time prior to the issuance of an Right of Entry Permit for non-substantive changes. Non-substantive changes include slight alterations that do not change the size, footprint, or location of the Right of Entry. Substantive changes may be proposed prior to the completion of the technical review phase. However, after completion of the technical review phase, substantive changes shall require a new Right of Entry Permit application.

(7) A Right of Entry Permit application may be withdrawn at any time prior to the issuance of a Right of Entry Permit application. An applicant may request an extension of any deadline during the administrative review or technical review phases. Extension requests must be in writing and shall explain in detail the need for additional time. Such requests shall be subject to written approval by the District.

(8) Upon completion of the technical review, District staff shall coordinate any necessary changes with the applicant and make a determination to approve, approve in part, or deny the Right of Entry Permit. If District staff approve the Right of Entry Permit in full or approves the Right of Entry Permit in part, District staff

shall prepare and deliver, either by mail or electronic transmission, including the District's online permitting software system, a proposed permit to the applicant, which may include any conditions that the District deems appropriate, including a change in the proposed location of the Right of Entry. If District staff denies the Right of Entry Permit, District staff shall deliver, either by mail or electronic transmission, including the District's online permitting software system, a letter notifying the applicant that the Right of Entry Permit has been denied. The applicant may appeal the District's decision regarding a license or permit by following the process outlined in Section 6.01.

(d) ~~(b)~~ The permittee must have the Right of Entry Permit posted or in their possession at all times during the conduct of the permitted activities. Failure to do so may result in revocation of the Right of Entry Permit and cessation of activities. ~~(e)~~ ~~The rights of the permittee~~ are's rights to enter District Land or District Water is limited by the terms and conditions set forth in the Right of Entry Permit.

Section 8.09 Encroachment Permit.

(a) An Encroachment Permit is required before Constructing new Improvements or Commercial Facilities, or Modifying existing Improvements or Commercial Facilities, within the limits of any Right-of-Way located on District Land or District Water, including pipeline Right-of-Ways. Encroachments are regulated by this Ordinance and the District's Encroachment Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time. The District may issue Encroachment Permits in its sole and absolute discretion.

(b) Only after compliance with this Section 8.09 and the Encroachment Permit Guidelines may an Encroachment Permit be issued. The Encroachment Permit Guidelines will provide details on the application process.

(c) The District reserves the right to approve or deny, in its sole and absolute discretion, any Encroachment Permit application.

Section 8.10 On-Site Sewage Facility Permit.

(a) An OSSF Permit is required before Constructing new, or Modifying existing, OSSFs on lands subject to the District's OSSF Waste Control Order. OSSFs are regulated by this Ordinance and the District's OSSF Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time. The District may issue OSSF Permits in its sole and absolute discretion.

(b) Only after compliance with this Section 8.10 and the OSSF Permit Guidelines may an OSSF Permit be issued. The OSSF Permit Guidelines will provide details on the application process and requirements.

(c) A permit is required for constructing or placing any container or OSSF on lands subject to the District's OSSF Permit Guidelines. A non-refundable permit application fee is required before Construction. The permit is valid for one (1) year from the date of issuance. If

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final inspection is not completed to the District's satisfaction within such time, the permit will terminate, and a new application with all appropriate fees and documents must be submitted.

(d) The District reserves the right to approve or deny, in its sole and absolute discretion, any OSSF Permit application.

(e) Failure to repair a malfunctioning OSSF, or to take adequate measures to abate an immediate health hazard caused by such a system, after notice from the District, is a violation of this Ordinance.

Section 8.11 Special Permit. A Special Permit is required for activities not specifically addressed in this Ordinance but which involve the private or commercial use of District Land or District Water. ~~To obtain a Special Permit, a Person should submit an application pursuant to and in accordance with the Event Permit Guidelines, which shall apply to the Special Permit application process.~~ The District may only issue a Special Permit after reviewing and processing the completed application in accordance with Section 8.01.

Section 8.12 Permit and License Fees.

(a) The District will periodically set fees for permits and licenses obtained for use of District Land or District Water. These fees are set to cover the District's administrative costs. Fees are as set forth in the appropriate permit or license Guidelines.

(b) Permit or license fees set by the District are in addition to and separate from any lease fees for District Land where a Commercial Facility is located.

(c) All fees must be paid before a permit or license is issued, unless a written alternative payment schedule is agreed upon.

(d) The District may change the amount of fees at any time in their sole and absolute discretion. Fee increases by the District take effect on March 1 each year, with permittees and licensees notified by August 1 of the previous year. The amount of such fees shall be as set forth in the Guidelines, as amended from time to time.

Section 8.13 Permit and License Guidelines. ~~The District's Board of Directors may consider updates to the Guidelines every two (2) years.~~ The Guidelines may be amended by the District or its representatives from time to time ~~without notice.~~ Substantive changes (i.e., revisions that meaningfully affect the rights, responsibilities, requirements, or fees of applicants) to the Guidelines will be posted on the District website for thirty (30) days before becoming effective. Always check the District's website or the applicable District department for the most recent version of the Guidelines.

SECTION 9. PERMIT AND LICENSE ENFORCEMENT AND COMPLIANCE

Section 9.01 A Person's application for and acceptance of any permit or license constitutes the permittee's acceptance of the provisions of this Ordinance.

Section 9.02 The issuance of any permit or license is at the sole discretion of the District. The District assumes no responsibility or liability for the issuance of any permit or license, or the design of Improvements or Commercial Facilities. All Improvements and Commercial Facilities shall be constructed and maintained at the sole risk and expense of the Person constructing them.

~~**Section 9.03** Any wharf, dock, boathouse, or similar structure deemed by the District a Noncomplying Facility or abandoned must be repaired by and at the expense of the owner to meet District standards, or the permit may be revoked, and the structure removed at the owner's expense.~~

~~**Section 9.04** Any raw water intake for purposes other than (1) irrigating a Shoreline single family residence, or (2) fish cleaning stations, requires a Residential Improvement Permit and water use contract with the District.~~

~~**Section 9.05** Fuel Facilities are not allowed on any Non-Commercial Facilities or Watercraft.~~

Section 9.03 ~~**Section 9.06**~~ Failure to comply with permit or license terms constitutes a Breach of License Regulations and may result in permit or license revocation and penalties in accordance with this Section 9. The District will notify the permittee of non-compliance, allowing at least five (5) days to comply before revocation. The District may charge fees for inspection time if Construction is non-compliant. The District reserves the right to remove Improvements or Commercial Facilities at the owner's expense.

Section 9.04 ~~**Section 9.07**~~ The General Manager may adopt or amend rules governing the Construction or Maintenance of Improvements on District Land or District Water.

Section 9.05 Any wharf, dock, boathouse, or similar structure deemed by the District a Noncomplying Facility or abandoned must be repaired by and at the expense of the owner to meet District standards, or the permit may be revoked, and the structure removed at the owner's expense.

Section 9.06 ~~**Section 9.08**~~ Any Improvement existing on the effective date of this Ordinance that is not permitted in accordance with this Ordinance will be designated as a Noncomplying Facility.

(a) Noncomplying Facilities are subject to the following:

(1) ~~(a)~~ A Noncomplying Facility may not be enlarged or altered without the appropriate permit. Ordinary maintenance and repairs are permitted without a permit;

(2) ~~(b)~~ If a Noncomplying Facility requires substantial replacement, it cannot be reconstructed without the appropriate permit. Whether or not the Noncomplying Facility needs substantial replacement or ordinary maintenance and

repairs is subject to determination by the District ~~Manager~~Officer, in their sole and absolute discretion;

(3) ~~(e)~~ If a Noncomplying Facility is moved, it must be repaired to comply with this Ordinance; ~~and~~

(4) ~~(d)~~ If a Noncomplying Facility becomes a hindrance, Nuisance, or hazard, the owner must remove it at the owner's expense. If the owner fails to do so, the District may remove it and recover costs from the owner; ~~and~~ and

(5) ~~(e)~~ The District is not liable for the removal of any Noncomplying Facility.

~~Section 9.09 — Inspections. To ensure compliance with the permitting and licensure requirements set forth under Section 8, District Inspectors will:~~

(b) Noncomplying Commercial Facilities must obtain a Temporary Commercial Operating License in accordance with Section 8.05 of this Ordinance.

(c) Notwithstanding any provision in this Ordinance, the District has the sole discretion to deny or revoke a Commercial Facility's Annual Operating License if, after inspection, the District determines that:

(1) The Commercial Facility is a Noncomplying Commercial Facility;

(2) That the Commercial Facility permit would cause or contribute to unsafe Watercraft traffic or congestion on District Waters; or

(3) That the applicant or owner of the proposed Commercial Facility has not shown sufficient financial ability to complete or operate the facility satisfactorily or in compliance with the ordinance or applicable law.

(d) Any Commercial Facility deemed a Noncomplying Commercial Facility must be repaired by the owner to comply with this Ordinance, or it will be demolished or removed by the District at the facility owner's expense. The District shall have no liability to the owner for the removal of any such facility.

Section 9.07 District Inspections of Facilities and Improvements.

(a) District inspectors or authorized representatives may be dispatched to the address specified in a permit or license application during normal business hours to conduct inspections and ensure compliance with the General Ordinance and applicable Guidelines. Denying access may result in the immediate revocation of any District-issued permit. The District may charge fees for the time spent by District inspectors during these reviews. Without limiting the foregoing, District inspectors or representatives may:

(1) ~~(a)~~ Inspect the Commercial Facility before issuing an Annual Operating License, Temporary Commercial Operating License, or Special Operating License;

(2) ~~(b)~~ Before issuance, and at any time after the issuance, of a Commercial Construction Permit or Residential Improvement Permit; and

(3) ~~(c)~~ Inspect Improvements and Commercial Facilities from time to time without prior notice during normal business hours.

(b) The District may charge fees for additional District Inspector review time. The District may waive certain requirements of this Ordinance in its sole and absolute discretion.

Section 9.08 ~~Section 9.10~~ Suspension or Revocation of Permits and Licenses. ~~(a)~~ A license or permit issued by the District may be suspended or revoked if:

(a) ~~(1)~~ It was issued based on incorrect information;

(b) ~~(2)~~ The Improvement, Commercial Facility, or activity violates this Ordinance or any law;

(c) ~~(3)~~ Required fees are unpaid;

(d) ~~(4)~~ Entry by a District ~~Inspector~~ inspector is denied;

(e) ~~(5)~~ Work or operations continue after a Stop Work Order;

(f) ~~(6)~~ Illegal or offensive activities occur on the premises;

(g) ~~(7)~~ Applicable insurance requirements are not maintained; or

(h) ~~(8)~~ Construction does not comply with District approved plans, this Ordinance, or applicable building code(s).

Section 9.09 ~~(b) Non-Compliant Construction; Stop Work Order.~~ If Construction is not compliant, the District will notify the owner, operator, or contractor, who will have five (5) business days to comply before fees are charged or the ~~Commercial Construction Permit~~ applicable license or permit is revoked in accordance with ~~Section 9.11(e)~~ 9.10. ~~(e) If a license or permit is suspended or revoked, the licensee or permittee can appeal to the District by notifying the General Manager within fourteen (14) calendar days of the decision. The District will address the appeal within thirty (30) calendar days and may consider any information pertaining to the license or permit provided by the licensee or permittee. After consideration, the District's decision on the revocation is final and not appealable. If the license or permit is revoked, the facility must be removed from District Land or District Water by the owner, or the District may remove such facility at the owner's expense without liability to the owner.~~

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~~(d) — The District may waive certain requirements of this Ordinance in its sole and absolute discretion.~~

~~(e) — The District may charge fees for additional District Inspector review time. Such fees shall be as set forth in the Guidelines.~~

~~**Section 9.11 — District's Right to Entry, Inspection, and Information.**~~

~~(a) — To conduct inspections or enforce this Ordinance, the District Inspector or its authorized representatives may enter any part of a Commercial Facility during normal business hours, presenting credentials and requesting entry. They may use any boat ramp or docking service without charge. Denying access can lead to immediate revocation of any District issued license or permit.~~

~~(b) — Commercial Facilities must provide names and addresses of all boat storage lessees to the District upon request.~~

~~**Section 9.12 — Stop Work Order.** If Construction work ~~violates~~continues to violate this Ordinance following notice to the owner, operator, or contractor, District ~~Inspectors~~inspectors may issue a written Stop Work Order to those involved. Failure to comply can result in immediate revocation of any District-issued license or permit.~~

Section 9.10 ~~**Section 9.13**~~ Improperly Permitted or Un-Permitted Construction. Construction or Modification of a Commercial Facility or Residential Improvement without a properly issued and valid permit, or continuing such Construction after a Stop Work Order, is a violation of this Ordinance subject to enforcement by the District. Such Person committing any such Construction violation is guilty of a Class C Misdemeanor and subject to enforcement by District Officers under Section 66.02 of this Ordinance.

~~**Section 9.14 — Noncomplying, Dilapidated, Abandoned, or Nuisance Commercial Facilities.**~~

~~(a) — Noncomplying Commercial Facilities must obtain a Temporary Operating Permit in accordance with Section 8.05 of this Ordinance.~~

~~(b) — Notwithstanding any provision in this Ordinance, the District has the sole discretion to deny or revoke a Commercial Facility's Annual Operating License if, after inspection, the District determines that:~~

~~(1) — The Commercial Facility is a Noncomplying Commercial Facility;~~

~~(2) — That the Commercial Facility permit would cause or contribute to unsafe Watercraft traffic or congestion on District Waters; or~~

~~(3) — That the applicant or owner of the proposed Commercial Facility has not shown sufficient financial ability to complete or operate the facility satisfactorily or in compliance with the ordinance or applicable law.~~

~~(e) Any Commercial Facility deemed a Noncomplying Commercial Facility must be repaired by the owner to comply with this Ordinance, or it will be demolished or removed by the District at the facility owner's expense. The District shall have no liability to the owner for the removal of any such facility~~

Section 9.11 District's Right to Entry, Inspection, and Information.

(a) To conduct inspections or enforce this Ordinance, the District inspector or its authorized representatives may enter any part of a Commercial Facility during normal business hours, presenting credentials and requesting entry. They may use any boat ramp or docking service without charge. Denying access can lead to immediate revocation of any District-issued license or permit.

(b) Commercial Facilities must provide names and addresses of all boat storage lessees to the District upon request.

SECTION 10.DESIGNATION OF USE ON DISTRICT LAND OR DISTRICT WATER

Section 10.01 Designation of Use.

(a) The General Manager of the District is authorized to designate:

(1) Areas of a Reservoir exclusively for swimming, fishing, water skiing, operation of Watercraft, or a combination of such activities;

(2) Areas where the operation of certain Watercraft is prohibited or restricted, or where speed is restricted;

(3) Areas of District Land exclusively for walking, running, hiking, biking, camping, and/or launching Watercraft;

(4) Areas that restrict or allow the use of livestock, horses, or pets (other than service animals);

(5) Areas that restrict the operation, use, or parking of vehicles;

(6) District Parks;

(7) The hours of use for specific venues;

(8) Areas for fire use, outdoor cooking, or where such activities are prohibited;

(9) Areas where other activities are prohibited for safety, operational, sanitary, or other reasons; and

(10) Restricted Areas, Forbidden Zones, and Facilities.

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(b) The location of such areas shall be clearly marked by Warning Signs or Buoys in accordance with Title 31, Chapter 55, Subchapter G of the Texas Administrative Code, with signs indicating the boundaries, limits, and purposes of such designations. No Person shall engage in any activity in violation of these designated boundaries, limits, or purposes.

(c) This Section 910 does not apply to Watercraft owned or operated by the District, the Texas Parks and Wildlife Department, or any other governmental agency performing official duties.

(d) The General Manager is also authorized to designate areas on or around the Reservoirs or other District Water or District Land for public waterfowl hunting. If the General Manager so designates hunting areas, a map showing such areas will be available at the appropriate District department or on the District's website.

Section 10.02 Regulation of Activities In, On, Upon, or Adjacent to District Land or District Water.

(a) No Person may possess or transport any exotic aquatic plant or animal, whether or not listed as harmful or potentially harmful by the Texas Parks and Wildlife Department, to, from, in, or onto any District Water or District Land. This includes, but is not limited to, plants such as hydrilla, water hyacinth, and giant salvinia; fish such as tilapia and Asian carps (including grass, silver, and bighead carp); and zebra mussels.

(b) All Persons leaving or approaching any District Water must drain all water from their Watercraft and onboard receptacles, including live wells, bilges, motors, and any other receptacles or water-intake systems that come into contact with the water. No Watercraft may be placed in or on any District Water unless the Watercraft and its trailer have been cleaned, drained, and rinsed, and either dried completely for at least five (5) days or thoroughly washed with hot (at least 140 degrees Fahrenheit), soapy water using a high-pressure washer. However, a Watercraft and its associated trailer used in a particular Reservoir may be used in that same Reservoir without being dried or washed as provided above. A Watercraft and its trailer may not be cleaned in or on any District Water or District Land following use in non-District reservoirs.

(c) No Person who owns, controls, or operates property along the Shoreline of any District Water may cause vegetation (including trees), soil, rocks, Improvements (including retaining walls), or other materials to fall, slide, or otherwise enter District Water. However, natural shoreline erosion that is not caused by, or the result of, non-natural Improvements or landscaping installed by the Landowner shall not constitute a violation of this Ordinance. Such Persons must remove any such material from District Water immediately, and no later than seven (7) days after the District requests removal, at such Persons sole cost, risk, and expense. If they fail to do so, the District may remove the material, and the Person shall be liable to the District for the cost. The District reserves discretion to enforce in a civil legal proceeding or under Section 6.

~~(d) — No Person shall operate, or cause to be operated, a Drone over any District Land or District Water that contains any of the following:~~

- ~~(1) — A District Facility;~~
- ~~(2) — A water intake structure or facility for the transfer or conveyance of water;~~
- ~~(3) — A pump station and related facilities;~~
- ~~(4) — A water storage tank;~~
- ~~(5) — A balancing or other Reservoir office;~~
- ~~(6) — A pipeline;~~
- ~~(7) — A dam, spillway, or emergency spillway;~~
- ~~(8) — A supervisory control and data acquisition (SCADA) facility;~~
- ~~(9) — Communications facilities, including cellular or radio towers;~~
- ~~(10) — A District law enforcement facility; or~~
- ~~(11) — Any facilities defined as “critical infrastructure” under Chapter 423 of the Texas Government Code or similar state or federal law.~~

(d) ~~(e)~~ The General Manager is authorized to adopt and amend rules and regulations for the installation, operation, maintenance, and removal of Buoys on District Waters.

SECTION 11. ABANDONMENT OF PERSONAL PROPERTY

Section 11.01 No Person shall abandon personal property on District Land or District Water.

Section 11.02 If personal property, including any motor vehicle, is left unattended for more than forty-eight (48) hours on any District Land or District Waters, it shall be deemed abandoned. This rule does not apply to facilities properly permitted under Section 8.

Section 11.03 Abandoned personal property may be impounded by the District and held in its custody, or, at the District’s discretion, by another governmental or private entity. Abandoned property may be reclaimed by paying (a) fees imposed by the entity holding the property, and (b) all other costs incurred by the District in recovering and storing the property.

Section 11.04 Abandoned personal property impounded under this Section 11 that is not reclaimed within ninety (90) days from the date of impoundment may be sold, released, or otherwise disposed of by the District or another governmental entity in compliance with applicable law, including Chapter 683 of the Texas Transportation Code, without the District being liable to the owner. The District or entity may do so at its discretion, with or without notice.

Section 11.05 Nothing in this Section 11 shall be construed to hold a Commercial Facility liable for abandoned personal property not registered to such Commercial Facility.

SECTION 12.DESTRUCTION OF DISTRICT PROPERTY

Section 12.01 It is unlawful to destroy, damage, deface, remove, render inefficient, or relocate any District property, facilities, Improvements, or installations—such as Warning Signs, Buoys, bollards, signs, railings, lights, fencing, or warning devices—on District Land or District Water.

SECTION 13.MODIFICATION OF DISTRICT LAND OR DISTRICT WATER, DREDGING, AND FILLING

Section 13.01 Any modification of the natural topography, terrain, or surface vegetation of District Land or District Waters, including filling or excavation, is prohibited unless plans and specifications have been approved by the District and authorized by a written permit or other authorization from the General Manager. If modifications are made contrary to the approved plans, the modifier may be required to restore the District Land or District Waters to their original condition at their own cost, risk, and expense. The District assumes no responsibility or liability for the plans, design, or modifications approved or authorized.

SECTION 14.OBSTRUCTION OF NAVIGATION AND WATER FLOW

Section 14.01 No Person shall anchor, construct, or maintain any Watercraft or floating or fixed structure on or in the District Water that prevents, impedes, or interferes with safe navigation or access to District Water by the public. No Person shall construct or maintain in the District Water any fence, pump, pipe, or similar device that changes the normal movement of water and/or wind currents or otherwise interferes with the normal movement of water and floating debris.

Section 14.02 All floating or fixed structures of any type on the District Water shall be adequately marked or lighted so as not to create a safety hazard for the public.

SECTION 15.COMMERCIAL ACTIVITIES

Section 15.01 General. All Commercial Activities on District Water or District Land are regulated by this Ordinance and ~~the~~ Commercial Activities Operating License Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time, and require proper permitting or licensure in accordance with Section 8. Some Commercial Activities may require an additional or separate operating permit due to their nature. The issuance of any additional or separate permit, and the fee charged, will be at the sole discretion of the General Manager.

SECTION 16. RECREATIONAL FACILITIES

Section 16.01 ~~The~~ To safeguard public property and the safety of visitors, the General Manager is authorized to ~~adopt~~ establish and ~~amend~~ revise rules and regulations for all District Parks and recreational facilities, including the trails and trailheads on District Parks.

~~**Section 16.02** In addition to the rules and regulations for District Land set out in this Ordinance, the~~ Floodway, and other recreational areas. The following rules shall apply to all District Parks and recreational facilities, including the trails and trailheads on District Parks, the Floodway, and other recreational areas:

(a) Unless otherwise stated in venue-specific rules, District Parks, the Floodway, and other recreational areas are open from thirty (30) minutes before sunrise until thirty (30) minutes after sunset. Outside of this time, ~~District Parks will be closed, and~~ no Persons may enter into or remain in District Parks, unless with written permission from the General Manager or the time has been extended or reduced by order of the General Manager. Persons found on District Waters or District Land, including District Parks, the Floodway, and other recreational areas, during restricted times, without prior written consent from the General Manager or a lawful reason, will be charged with Trespassing;

(b) No Person under the age of sixteen (16) is allowed in District Parks or the Floodway unless accompanied by a competent adult over the age of eighteen (18). Persons are responsible for their minor children at all times while in or on District Parks or the Floodway;

(c) Camping in District Parks is prohibited except with a Special Permit;

(d) ~~District Officers may order any Person to leave District Parks. Failure to comply may result in the Person being charged with Trespass.~~ Any Person who brings a pet or domesticated animal is responsible for the pet or domesticated animal's conduct and must remove and dispose of all animal waste into an approved receptacle; and

(e) No Person may disturb, remove, or damage any vegetation or wildlife ~~within District Parks~~, this includes cutting, picking, or uprooting plants and feeding or harassing wildlife.

Section 16.02 The General Manager has the authority, in their sole and absolute discretion, to revoke, suspend, or modify any Person's privileges of use of District Parks, the Floodway, or other recreational areas; District Officers may order any Person to leave. Failure to comply may result in the Person being charged with Trespass.

Section 16.03 In addition to the rules and regulations for District Land and District Parks set out in this Ordinance, the District's Recreational Area Guidelines shall apply to all activities on District Parks, the Floodway, and other District recreational facilities. The Recreational Facility Guidelines, as may be amended or restated from time to time, are hereby incorporated herein by reference as if fully set forth herein. Additionally, venue-specific rules available on the District website, if any, are incorporated herein by reference. Any violation of

the Recreational Area Guidelines, including those venue-specific rules contained therein, constitutes a violation of this Ordinance pursuant to Section 6.02.

SECTION 17.EVENTS

Section 17.01 Events with less than 100 Persons will be considered a social gathering and do not require a permit issued by the District. However, organizers of such Events are required to provide notice to the District of such Event. The District Manager may, in its sole discretion, designate a particular site for any Event.

Section 17.02 Events with greater than 100 Persons, whether or not considered a Commercial Activity, must submit an application to the District for an Event Permit in accordance with Section 8.07. The District Manager may, in its sole discretion, designate a particular site for any Event.

Section 17.03 The General Manager has the sole and absolute discretion to modify Event Permit requirements as necessary to serve the best interests of the District and community.

SECTION 18.ADVERTISEMENTS

Section 18.01 No private or commercial notices, signs, or advertisements shall be placed on or in District Land or District Water without the prior written permission of the General Manager.

SECTION 19.BOATING, VESSELS, AND WATERCRAFT

Section 19.01 Watercraft on District Waters must be equipped and operated in accordance with all applicable state and federal laws, rules, and regulations, as may be amended from time to time, including, without limitation, the following:

- (a) Inland Rules;
- (b) Texas Water Safety Act, Chapter 31;
- (c) Texas Parks and Wildlife Code;
- (d) Texas Water Code, Title 2, Chapter 26; and
- (e) Texas Administrative Code, Title 30, Chapter 321, Subchapter A.

Section 19.02 Additional rules for operating Watercraft on District Waters include:

- (a) Watercraft deemed unseaworthy by the District or other authorities cannot operate on District Waters. The District is not responsible for the condition or operation of any Watercraft. All Watercraft must be properly documented by the United States.
- (b) Motors or engines on Watercraft must have an efficient muffler to prevent excessive noise and smoke. Outboard motors must discharge exhaust gases underwater or be

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muffled to reduce noise. Inboard motors must condense and silence exhaust gases with water circulation. No Watercraft may be operated in a manner that creates a Nuisance. All Watercraft must be compliant with EPA standards to prevent leaks of Hazardous Materials in or on District Waters and District Land.

~~(e) — Watercraft with a Toilet Facility must: (1) receive and pass inspection by the District Manager, (2) display at all times an inspection decal issued by the District, and (3) pay any fees assessed by the District Manager for such inspection and decal. Inspections occur at designated times and places, with notice given to owners. Operating without a valid decal after the inspection period is a violation. A Justice of the Peace may dismiss charges for expired decals if corrected before the hearing. Transferring decals between Watercraft without permission is strictly prohibited.~~

(c) ~~(d)~~ No Sewage from Watercraft Toilet Facilities may be emptied into District Waters. Toilet Facilities must have a holding tank for Sewage removal to approved onshore facilities, constructed to withstand corrosion and minimize rupture risk, and properly vented.

(d) ~~(e)~~ Airboats are prohibited in or on District Waters without a Special Permit from the General Manager.

(e) ~~(f)~~ Watercraft cannot serve as an Abode without Special Permit from the General Manager.

(f) ~~(g)~~ Use of sirens or flashing lights by Watercraft is prohibited, except for those operated by District Officers or law enforcement.

(g) ~~(h)~~ Watercraft cannot tow Parasails on District Waters without a Special Permit.

(h) ~~(i)~~ Persons cannot position themselves to be hanging or dangling over the bow, stern, or sides of a moving Watercraft.

(i) ~~(j)~~ Operators must obey all Wake and Warning Signs and Buoys.

(j) ~~(k)~~ Watercraft must not exceed Headway Speed when traveling under bridges or overpasses.

~~(l) — Watercraft must stay at least 100 feet from Facilities, Restricted Areas, and Forbidden Zones.~~

(k) ~~(m)~~ Except for launching and loading, at all times Watercraft ~~must stay~~ traveling faster than Headway Speed must maintain a distance of at least 100 feet from other Watercraft ~~at greater than Headway Speed.~~

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(n) ~~Watercraft must stay at least 200 feet from swimming areas,~~ boathouses, docks, fishermen, Shorelines, ~~or Buoy-marked lines, except for launching and loading, at greater than Headway Speed~~ swimming areas, Facilities, Restricted Areas, and Forbidden Zones.

(l) ~~(e)~~ No Person shall moor, anchor, or otherwise attach Watercraft to Buoys that are located closer than 100 feet to Shorelines, docks, or boathouses, or to any Buoys marked "non-anchor."

(m) ~~(p)~~ Watercraft must be fastened to an anchorage or removed from the water to prevent drifting.

(n) Fuel Facilities are not allowed on any Non-Commercial Facilities or Watercraft.

(o) ~~(q)~~ Abandoned or adrift Watercraft will be taken by the District, which will have a lien for fees and expenses incurred by the District in recovering such Watercraft. Watercraft left unattended for more than thirty-six (36) hours are considered abandoned, except when properly secured at permitted facilities. Abandoned Watercraft will be disposed of according to Chapter 683 of the Texas Transportation Code. This Section 19.02 ~~(q)~~ does not apply to Watercraft properly secured at a permitted marina, pier, dock, boathouse, or other properly permitted facility.

SECTION 20. SURFACE WATER SPORTS AND SIMILAR ACTIVITIES

Section 20.01 Watercraft engaging in Surface Water Sports at greater than Headway Speed, as well as such Person engaging or participating in the Surface Water Sport, must ~~not approach closer than~~ maintain a distance of at least 200 feet ~~to from~~ docks, Improvements, Facilities, swimming areas, other Watercraft, fishermen, or the Shoreline. No Person or Watercraft may engage in Surface Water Sports at greater than Headway Speed in District Water that is less than 20 feet deep.

Section 20.02 The use of Watercraft and engagement of Surface Water Sports are not permitted on Marine Creek Lake except in designated areas designated by the General Manager of the District.

Section 20.03 All Persons riding or operating Watercraft or participating in Surface Water Sports on District Water must comply with state laws regarding Personal Floatation Devices (PFDs).

Section 20.04 Non-motorized Watercraft, including but not limited to kayaks, canoes, and paddleboard, are exempt from Shoreline and other distance restrictions, except in cases of Facilities, Restricted Zones, and Forbidden Areas.

Section 20.05 ~~Section 20.04~~ All Surface Water Sports, including, but not limited to, windsurfing, wing foiling, canoeing, kayaking, paddleboarding, jet boarding, and similar activities must comply with this Ordinance.

SECTION 21. WARNING SIGNS AND BUOYS

Section 21.01 No Persons other than the District Manager, District Officers, and/or its employees performing their duties shall place, alter, move, or remove Warning Signs, Buoys, or markers located on District Water.

SECTION 22. DIVING, SWIMMING

Section 22.01 No Person is permitted to wade, swim, dive, snorkel, or participate in similar activities within 100 feet of Watercraft launching areas in District Waters, except within Buoyed swimming areas.

Section 22.02 No Person wading, swimming, diving, or snorkeling in District Waters shall be more than 100 feet from the Shoreline or a Watercraft, except within Buoyed swimming areas.

Section 22.03 Any Person wading, swimming, diving, or snorkeling in District Waters must comply with all Warning Signs, Buoys, and other District rules or regulations applicable to the water or the District park or land where they entered.

SECTION 23. FIREARMS, OTHER WEAPONS, EXPLOSIVES, AND FIREWORKS

Section 23.01 Except as provided for shotguns and bow fishing by the Texas Parks and Wildlife Department approved equipment, no Person may shoot, fire, or discharge a firearm, explosive device, ~~fireworks~~, pellet gun, BB gun, compound bow, crossbow, longbow, slingshot, or any other impact device in, on, across, or along any District Land or District Waters, except by Special Permit issued by the General Manager of the District. ~~Section 23.02~~ The unauthorized or illegal use of firearms, ~~fireworks~~, or explosives of any type are prohibited on District Water and District Land.

Section 23.02 The non-commercial use of fireworks on District Water and District Land must be conducted in compliance with state and local laws. ~~Section 23.03~~ Commercial fireworks may only be discharged ~~only by~~ with a Special Permit Operating License or written authorization from the General Manager. ~~Other~~ All fireworks must ~~not~~ be used ~~dangerously~~ over safely and not pose a danger to the public or District Land or District Water.

Section 23.03 ~~Section 23.04~~ This Section 23 does not apply to District Peace Officers or representatives of the District or the Texas Parks and Wildlife Department in the discharge of their official duties.

SECTION 24. FISHING

Section 24.01 All federal and state laws, as well as all rules and regulations established by the Texas Parks and Wildlife Department regarding fishing, apply to District Waters.

SECTION 25.HUNTING

Section 25.01 No hunting is allowed on District Land and District Water without the prior written permission of the General Manager.

Section 25.02 All federal and state laws, as well as all rules and regulations established by the Texas Parks and Wildlife Department regarding hunting, shall apply to District Land and District Waters.

Section 25.03 The use of shotguns is only allowed when used in the hunting of waterfowl during the season open to such hunting and only upon District Land and District Waters expressly designated for such public hunting by the District and located below the Spillway Elevation at each Reservoir. When the use of shotguns is allowed, only steel shot may be used. Lead shot is prohibited at all times on any District Land and District Water.

SECTION 26.MOTOR VEHICLES

Section 26.01 All motor vehicles operating on District Land shall be confined to designated roads and parking areas, except in designated special-use areas. All motor vehicles operated on District Land shall be licensed for street use and operated by Persons with valid driver's licenses. No motor vehicles may be operated below the conservation pool for all District Waters.

Section 26.02 The District Manager may issue a permit to allow the operation of utility terrain vehicles, all-terrain vehicles, recreational off-highway vehicles, and golf carts on designated District Land. Such vehicles shall be operated by Persons with a valid driver's license.

Section 26.03 All motor vehicles shall be operated in a reasonable and prudent manner not to exceed the posted speed limit.

SECTION 27.POLLUTION PROHIBITED

Section 27.01 The District maintains surveillance programs on watersheds draining into District Waters and pursues a water quality control program. Any detection or report of pollution from oil, gas, Sewage, Hazardous Waste, garbage, sediment, or other unpermitted discharges will be promptly investigated and reported to local, state, and federal governmental agencies, including the City of Fort Worth, the Texas Department of State Health Services, the Texas Railroad Commission, TCEQ, EPA, and the U.S. Army Corps of Engineers.

Section 27.02 The District has adopted the following rules:

(a) No person may discharge, apply, or permit the discharge or application of any chemical, pesticide, or other pollutant onto District Land or District Water or within five stream miles upstream of the Spillway Elevation of any District Reservoir as provided under the TCEQ Watershed Rule (30 Texas Administrative Code Section 311.61) where such discharge is

reasonably likely to enter District Water, either directly or via surface flow without substantial natural filtration or dilution.

(b) The use of chemicals, including pesticides, on District Land or District Water at or below the Spillway Elevation of a Reservoir is prohibited without a written permit from the General Manager. A report detailing the chemical type, target vegetation, application method, dose, estimated dispersion, and potential threat to humans or wildlife is required.

(c) No paint or residue resulting from paint application or removal activities shall be allowed to enter District Land or District Water, whether intentional or accidental.

(d) No oil, gas, Sewage, Hazardous Waste, garbage, sediment, or other unpermitted discharge shall be allowed to flow into or upon District Land or District Water, whether intentional or accidental.

(e) The District will report any pollution to the responsible party, who must immediately remove the pollutants at their own expense. The District may pursue enforcement in cooperation with a municipal, state, or federal entity with concurrent jurisdiction or independently. If the responsible party fails to take remedial action, the District may do so and seek reimbursement for all incurred costs. Violations of this Section 27 are punishable as provided in Section 6 of this Ordinance.

(f) The District's Water Quality Guidance Manual, which requires compliance with TCEQ regulations, is incorporated herein.

SECTION 28. PROHIBITED ACTIVITIES

Section 28.01 Pursuant to the authority granted by Sections 51.127 and 25.004 of the Texas Parks and Wildlife Code, the following activities are prohibited on District Waters, District Land, and any such lands which are located and conditioned as to cause them to drain to District Waters or Floodway:

- (a) Littering, illegal dumping, improper disposal of waste, and/or vandalism;
- (b) Operating generators in the District public use areas in a manner that disturbs others;
- (c) Campfires in areas not designated for such activity by the District;
- (d) Possessing or using glass containers of any kind in or on District Land or District Waters;
- (e) Feeding any feral or wild animal in or around District Land or District Waters;
- (f) Placing, dumping, abandoning or leaving any animal on District Land or District Waters;

(g) Range or graze any livestock on District Land or District Waters without written permission from the District;

~~(h) — Bringing pets or domesticated animals into any public use area and the District trail systems unrestrained or on a leash longer than ten (10) feet (other than official service and assistance animals trained to provide aid). Persons responsible for the pet or domesticated animal shall be responsible for removing any waste produced, the waste shall be deposited into an approved trash/waste container;~~

(h) ~~(i)~~ Allowing pets or domesticated animals into a designated swimming area;

(i) ~~(j)~~ Bringing livestock, including horses, into the District Parks, unless written permission is granted by the District;

(j) ~~(k)~~ Discharging fireworks or detonating explosives, unless ~~written permission is granted by the District~~ in compliance with Section 23;

(k) ~~(l)~~ Using any device constructed and operated to launch projectiles on or over the District Land or District Waters;

(l) ~~(m)~~ Fishing from all public boat ramps and courtesy docks, unless otherwise designated;

(m) ~~(n)~~ Diving or jumping into District Waters from a height of twenty (20) feet or more, and climbing or rappelling on the District Land;

(n) ~~(o)~~ Diving or jumping into District Waters from a public highway, roadway bridge, railroad bridge, water intake structure, utility tower, or any other structure that is not privately owned;

(o) ~~(p)~~ Operating vehicles off-road on the District Land or District Waters, except as specifically authorized by the District;

(p) ~~(q)~~ Using all-terrain vehicles, dirt bikes, golf carts, UTVs or other vehicles not licensed by the State of Texas for use on public roadways, in the District public use areas and on the District Land or District Waters, without the prior written permission of the District Manager;

(q) ~~(r)~~ Locating or constructing Improvements or structures on the District Waters or District Land to include placement of privately owned buoys without written permission from the District;

(r) ~~(s)~~ Dredging, filling or otherwise altering or reconfiguring the beds of District Waters, or excavating, filling, or reshaping of the District Land without written permission from the District;

(s) ~~(t)~~ Installing or constructing a residential boat ~~ramp and/or~~ rail system; provided, however, boat ~~ramps and~~ rail systems in place prior to ~~this~~ the effective date of this Ordinance may remain in place, subject to the provisions of Section ~~9.09~~ 9.06 as a Noncomplying Facility. Any boat ~~ramp or~~ rail system installed or constructed in violation of these regulations is subject to immediate removal;

(t) ~~(u)~~ Installing or constructing a commercial boat ramp and/or rail system not developed in accordance with an authorized Commercial Activity permit; provided, however, the District reserves the right to deny the installation or Construction of a commercial boat ramp associated with a Commercial Activity permit. Any boat ramp or rail system installed or constructed in violation of these regulations is subject to immediate removal;

(u) ~~(v)~~ Aviation activities, including landing and take-off, are not allowed on District Land or District Waters, except by Special Permit issued by the District Manager or in cases of emergency services;

(v) ~~(w)~~ Stopping, standing, or parking a vehicle where a posted sign prohibits stopping, standing, or parking;

(w) ~~(x)~~ Any Commercial Activity without the appropriate permit in or upon District Land or District Waters; and

(x) ~~(y)~~ Publishing or displaying private notices, advertisements, or signs, other than no trespassing/private property signs, on District Waters and District Land, except by specific written permission of the District.

Section 28.02 ~~Prohibited~~ Use of Drones.

(a) Airspace Restrictions. Use of Drones over or adjacent to District Land or District Water is allowed so long as (1) in compliance with this Ordinance and Part 107 of the Federal Aviation Association, and (2) not within the airspace of critical infrastructure facilities as set forth in Section 28.02(b) below.

(b) ~~(a)~~ Critical Infrastructure Facilities. No ~~person~~ Person shall launch, land, or operate a Drone over or within 400 feet horizontally or vertically of any District Land or District Water that contains any of the following:

- (1) A District Facility;
- (2) A water intake structure or facility for the transfer or conveyance of water;
- (3) A pump station and related facilities;
- (4) A water storage tank;
- (5) A balancing or other Reservoir office;

- (6) A pipeline;
- (7) A dam, spillway, or emergency spillway;
- (8) A supervisory control and data acquisition (SCADA) facility;
- (9) Communications facilities, including cellular or radio towers;
- (10) A District law enforcement facility; or
- (11) Any facilities defined as “critical infrastructure” under Chapter 423 of the Texas Government Code or similar state or federal law.

(c) ~~(b)~~ Interference with Security or Operations. It shall be unlawful to operate a Drone in a manner that interferes with, disrupts, or obstructs the normal operation, maintenance, or security of a critical infrastructure facility.

(d) ~~(e)~~ Image Capture Restriction. No person shall intentionally capture images, video, or data of critical infrastructure facilities for surveillance, reconnaissance, or mapping purposes without prior written authorization, unless otherwise authorized under federal or state law.

(e) ~~(d)~~ Public Safety Areas & Emergency Operations.

(1) No person shall launch, land, or operate a Drone within 400 feet of any active public safety area, including but not limited to:

- (i) Police or law enforcement incident scenes
- (ii) Fire suppression or hazardous materials operations
- (iii) Traffic accidents or crash investigations
- (iv) Disaster response or rescue efforts

(2) It shall further be unlawful to operate a Drone in a manner that interferes with first responders or emergency management operations during a declared emergency, evacuation, or disaster response.

(f) ~~(e)~~ This Section 28.02 shall not apply to:

(1) Law enforcement, fire, emergency management, or search and rescue personnel acting within the scope of official duties.

(2) Operators acting under written authorization from the District.

(3) Operations authorized by the FAA under a 14 CFR Part 107 ~~waiver, “Waiver” or “Certificate of Authorization,” or other similar~~ federal authorization.

(g) ~~(f)~~ Penalties for violations of this Section 28.02 shall include:

- (1) Each act of operation constitutes a separate offense.
- (2) Drones operated in violation of this ordinance may be subject to seizure in accordance with applicable law.

Section 28.03 Commercial filming (i.e., non-recreational filming for small parties or special events) on District Water or District Land involving Drones may require a Special Operating License from the District. The General Manager has the sole and absolute discretion to modify commercial filming rules and Special Operating License requirements as necessary to serve the best interests of the District and community.

SECTION 29.SANITATION

Section 29.01 Sanitation activities are regulated by this Ordinance and the District's On-Site Sewage Facility Permit Guidelines, which is incorporated herein by reference as if fully set forth herein, as currently in effect and as it may be amended from time to time. This Section 29 incorporates by reference all applicable laws, rules, regulations, and orders from any federal, state, or local governmental agency with jurisdiction over District Waters and District Land. Violations of the District's On-Site Sewage Facilities Ordinance or any other applicable laws subject the violator to civil and criminal penalties as provided in 30 Texas Administrative Code, Chapter 285, and this Ordinance.

Section 29.02 It is prohibited to leave dead animals, vegetation, grass clippings, brush, tree trimmings, food, garbage, trash, beverage or food containers, cigarette butts, bodily waste, wastewater, gray water, or any decaying matter on or in District Land or District Waters.

Section 29.03 Discharging or releasing any type of garbage, trash, beverage containers, or bodily waste into District Waters is prohibited.

Section 29.04 It is prohibited for any Person or enterprise to throw or release any type of refuse on or into District Land or District Water.

Section 29.05 Placing or operating any slaughterhouse, facility for killing or processing animals, feedlot, or enclosure that could pollute the air or District Land or District Water is prohibited.

Section 29.06 Refuse, including garbage, rubbish, and litter, must be deposited onshore in approved receptacles, maintained properly, and disposed of to prevent public health Nuisances and possible contamination of District Waters or District Land.

Section 29.07 Non-commercial fish cleaning stations are allowed but must operate without creating a Nuisance. All refuse from these stations must be disposed of to prevent contamination of District Water or District Land.

SECTION 30. RESTRICTED AREAS

Section 30.01 Access to all Restricted Areas is limited to authorized personnel only. Public use of such critical infrastructure for recreational purposes and fishing would interfere with the proper conduct of District business and the lawful use of District critical infrastructure.

Section 30.02 The General Manager is authorized to close areas of District Land to the public and to restrict activities in certain areas to help ensure the safety and health of the public and to secure and preserve property, Facilities, and Improvements. The General Manager is authorized to designate certain areas of the District Water as restricted to fishing, swimming or other activities. Areas that are restricted will be designated by Warning Signs or Buoys.

Section 30.03 No Person shall enter into such Restricted Areas or engage in any activity that violates a posted prohibition, restriction, sign, or buoy.

~~**Section 30.04** Commercial filming on District Water or District Land, including the use of Drones, is prohibited without a Special Operating License from the District.~~

Section 30.04 ~~**Section 30.05**~~ This Section 30 shall not apply to the District-authorized operations, maintenance, patrol, or rescue activities.

SECTION 31. RAW WATER MANAGEMENT ~~PLAN, WATER,~~ CONSERVATION, AND DROUGHT MANAGEMENT

Section 31.01 To reduce water loss and waste in District Water, improve water use efficiency, and extend current water supplies during droughts or shortages, the District has adopted a Lake Resident Water Conservation and Drought Management Plan ([see Attachment X](#)).

Section 31.02 All Shoreline residents of District Waters must comply with the Lake Resident Water Conservation and Drought Management Plan, as amended from time to time.

Section 31.03 The use of raw water from any District reservoir for irrigation purposes shall be limited to irrigation of residential shoreline property that is directly adjacent to the reservoir.

Section 31.04 Any raw water intake for purposes other than cleaning a boat or dock or fish cleaning stations requires District authorization in accordance with the TRWD Lake Resident Water Conservation and Drought Management Plan.

Section 31.05 ~~**Section 31.03**~~ The General Manager of the District may adopt, publish, and enforce rules, codes, ordinances, or orders to prevent waste or unauthorized use of District Water. These may be amended as needed and are incorporated herein. The General Manager may also recommend that District customers adopt similar measures.

Section 31.06 ~~**Section 31.04**~~ In addition to other penalties in this Ordinance, the District may terminate any license, permit, or authorization issued to Shoreline residents for

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using District Waters for irrigation if they fail to comply with the Lake Resident Water Conservation and Drought Management Plan, including restrictions on frequency, time of day, or day of the week.

SECTION 32.EMERGENCY PROCEDURES

Section 32.01 To protect properties and ensure public welfare, access to District Land and District Waters may be restricted at the discretion of the General Manager.

Section 32.02 Watercraft or Persons found on District Waters or District Land during restricted times, without prior consent from the General Manager or a lawful reason, will be charged with Trespassing.

Section 32.03 District Officers responding to emergencies are authorized to act effectively to address the situation. Emergencies include obstructions, contamination, or hazards to water quality, navigation, or use of District Waters or District Land. Actions are considered “effective” if they contribute to preserving lives or property. This Section 32 takes precedence over other District ordinances and conflicting laws. The District and its Personnel are not liable for failing to use ordinary care in emergencies. Personnel should use a reasonable speed, with marked District vehicles or Watercraft if available, and take measures to prevent property destruction or injury.

SECTION 33.ENFORCEMENT

Section 33.01 The Board of Directors of the District is authorized under Section 49.216 of the Texas Water Code to contract for or employ District Peace Officers. Section 49.216 grants each District Peace Officer the authority to make arrests when necessary to prevent or abate the commission of (a) any offense against this Ordinance when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the District, (b) any offense involving injury or detriment to any property owned or controlled by the District, and (c) any offense against the laws of the State of Texas. District Peace Officers also possess additional powers granted by the Texas Water Code, Texas Penal Code, or any other law. Failing to obey lawful instructions or warnings from District Peace Officers or District Officers is a violation of this Ordinance and is punishable as outlined in Section ~~66~~.02.

Section 33.02 A District Peace Officer who arrests or issues a citation for a violation of this Ordinance may provide the alleged violator with a written notice to appear before a Justice of the Peace Court with jurisdiction over the offense within fifteen (15) days. The Person arrested or cited must sign the notice, promising to appear as required. After signing, the Person may be released. Failing to appear in court constitutes a violation of this Ordinance, and a warrant for arrest may be issued.

SECTION 34.SEVERABILITY

Section 34.01 If any section, paragraph, or provision of this Ordinance is declared invalid by a court, the remaining parts that still provide a workable plan to achieve the Ordinance’s purposes will remain in full force and effect.

SECTION 35.LEGAL NOTICES REQUIRED

Section 35.01 All non-penal provisions of this Ordinance are immediately effective. However, penal provisions will be suspended until they are published once a week for two (2) consecutive weeks in a newspaper with general circulation in the area where District Land or District Water is located, as required by the Texas Water Code.

SECTION 36.PRESENT AND FUTURE DISTRICT LAND AND DISTRICT WATER

Section 36.01 All provisions of this Ordinance apply to any and all District Land and District Water, including all lakes, Reservoirs, or other bodies of water constructed, operated, or maintained by the District, whether currently existing or constructed or acquired in the future.

SECTION 37.RELATIONSHIP TO OTHER LAWS

Section 37.01 When regulations or restrictions in this Ordinance differ from those imposed by any governmental authority, the more restrictive or higher standards will govern, unless they are inconsistent with this Ordinance, in which case the provisions of this Ordinance will prevail.

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As evidence of the enactment hereof on [____], 2025:

WITNESS the signing hereof by Leah King, President of the Board of Directors, and attestation by C.B. Team, Secretary of the Board of Directors, with the District's seal.

Leah King, President

ATTEST:

C.B. Team, Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: December 16, 2025

SUBJECT: Consider Approval of Updated Trinity River Vision Authority Purpose

FUNDING: N/A

RECOMMENDATION:

The Trinity River Vision Authority (TRVA) Board of Directors recommends the Tarrant Regional Water District Board of Directors adopt an updated purpose for the TRVA.

DISCUSSION:

At its November 6, 2025 meeting, the TRVA Board of Directors voted unanimously to recommend that the TRWD Board of Directors adopt an updated TRVA purpose statement. The attached document contains:

- TRVA's purpose as laid out in its Certificate of Formation
- The updated purpose statement
- Proposed TRVA Board of Directors operations
- A brief explanation of how TRVA may relate to local partner governance of Panther Island

Submitted By:

Dan Buhman
TRWD General Manager
Secretary, TRVA Board of Directors



Trinity River Vision Authority (TRVA) purpose, per the Certificate of Formation:

"...the specific purpose for which the Corporation is formed is to educate the general public about the "Trinity River Vision" project in Fort Worth, Texas, which project (the "Project") is intended to provide flood control infrastructure and related improvements; to publish educational materials about the Project; to assist in the coordination, implementation and management of the Project among the constituents of and contributors to said Project, including municipal, county, state, and federal authorities and local community organizations; and to perform such other public activities and purposes as permitted by applicable law and authorized by the Board of Directors of the Tarrant Regional Water District."

Updated Trinity River Vision Authority Purpose:

TRVA's purpose is to coordinate on infrastructure investments related to the Army Corps of Engineers (USACE) Central City Flood Control Project. TRVA provides a venue for public transparency with executive and elected leadership from the primary public entities.

- Infrastructure investments include but are not limited to:
 - USACE work on the Central City Flood Control Project.
 - CFW work on water, sewer, stormwater, and transportation infrastructure.
 - TRWD work on stormwater canals, preparing land for flood control construction, and coordinating with USACE as the Non-Federal Sponsor.
- TRVA receives reports on public engagement and education, led and executed by TRWD staff and supported by staff from the CFW.
- TRVA members will advocate at local, state, and federal levels for project funding.
- TRVA may request presentations on projects that impact or are related to the flood control project.

Proposed TRVA Board Operations:

TRVA intends to meet quarterly, tentatively beginning in Summer 2025. A typical agenda would include, but is not limited to, some or all the following reports:

- CFW - updates on CFW infrastructure.
- TRWD Central City Program Director - updates on TRWD and USACE infrastructure.
- TRWD Panther Island Program Director - updates on Panther Island Development for situational awareness.
- TRWD Public Outreach Coordinator - updates on outreach activities and public education.
- TRVA Board Members – updates on advocacy and other Project related topics.

Panther Island Governance:

The current intent is that local partner governance of Panther Island will occur through a separate organization, now being considered. The relationship between TRVA and the Panther Island governance organization will be articulated as the new organization is structured.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: December 16, 2025

SUBJECT: Consider Adoption of Resolution Honoring Alan Thomas on His Retirement from the District

FUNDING: N/A

RECOMMENDATION:

Management recommends adoption of a resolution honoring Alan Thomas on his retirement from the District following 51 years of dedicated service.

Submitted By:

Dan Buhman
General Manager

**RESOLUTION
OF
THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT**

WHEREAS, Robert Alan Thomas faithfully served Tarrant Regional Water District and the people of Texas for an extraordinary 51 years, from 1974 to 2025, dedicating his career to enriching the communities we serve, to improving the quality of life for everyone through reliable water supply, flood control, recreation infrastructure;

WHEREAS, Mr. Thomas began his journey with the District at the age of 17, working in general maintenance. During this time, he learned to weld, operate trucks and tractors, assisted with floodway issues, and supported the District's Eagle Mountain operations.

WHEREAS, throughout his distinguished tenure, Alan held several key leadership roles, including Manager of Finance and Administration, Manager of Operations and Administration, Assistant General Manager, and ultimately serving as Deputy General Manager.

WHEREAS, Alan's leadership extends beyond Tarrant Regional Water District through his deep community involvement. He has served on the Board of Directors for the Tarrant County Credit Union since 1986, currently as Chairman. Additionally, he has served on the Long-Range Facilities Planning Committee for Azle Independent School since 1996;

WHEREAS, his professional impact can be seen across the region through his stewardship of numerous critical infrastructure projects, including the Richland-Chambers Reservoir and Pipeline, Benbrook Pipeline, Eagle Mountain Connection Pipeline, and Integrated Pipeline Project in partnership with the City of Dallas;

WHEREAS, through relentless hard work, innovation, and a vision for sustainable water solutions, Alan's 51-year legacy embodies the power of dedication and profound impact one individual can have on a community. His contributions will continue to guide the District's service to the people of North Texas for years to come and his dedication to the TRWD staff will leave a legacy of how we are meant to treat each other;

NOW, THEREFORE BE IT RESOLVED that in recognition of his 51 years of service to the District and his many contributions to the 2.5 million people in 11 counties TRWD serves, the Board of Directors of Tarrant Regional Water District does hereby adopt this resolution honoring Robert Alan Thomas.

Further, that this resolution be recorded in the permanent Board minutes of the District and that a copy be presented to Mr. Thomas as an expression of the District's affection and respect for his many contributions and years of service.

ADOPTED THIS 16TH DAY OF DECEMBER, 2025

Leah M. King, President, Board of Directors

C.B. Team, Secretary, Board of Directors

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: December 16, 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 Related to the Mary's Creek Indirect Water Reclamation Project and Panther Island

DISCUSSION:

- Pending litigation
- Real property issues

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: December 16, 2025

SUBJECT: Consider Approval of Interlocal Agreement with the City of Fort Worth for Mary's Creek Indirect Water Reclamation Project and Authorizing the Acquisition of Real Property Interests by Purchase from the City of Fort Worth for the Project

DISCUSSION:

This agenda item is pending negotiations and is subject to review and approval by the TRWD Board of Directors.

Next Scheduled Board Meeting

January 20, 2026, at 9:00 AM