

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 21st Day of April 2026 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 March 27, 2026**
- 4. Presentation by Iris Bruton, Executive Director of Trinity Collaborative, Inc.**
- 5. Consider Approval of Consent Agenda**
All items listed on the consent agenda are considered to be regular, routine, and ministerial items that require little or no discussion. Therefore, in the interest of efficiency there will be no separate discussion of these items and the board will act on them through one motion and vote. If a board member wishes for an item to be discussed and considered individually, upon the board member's request the item will be removed from the consent agenda and considered separately.

- **Consider Approval of Funding for Watershed Management Memorandum of Understanding with Archer County Soil & Water Conservation District**
 - **Consider Approval of Funding for Watershed Management Memorandum of Understanding with Jack County Soil & Water Conservation District**
 - **Consider Approval of Funding for Watershed Management Memorandum of Understanding with Kaufman-Van Zandt Soil & Water Conservation District**
 - **Consider Approval of Funding for Watershed Management Memorandum of Understanding with Navarro Soil & Water Conservation District**
 - **Consider Approval of Funding for Watershed Management Memorandum of Understanding with Trinity-Neches Soil & Water Conservation District**
 - **Consider Approval of Funding for Watershed Management Memorandum of Understanding with Wise County Soil & Water Conservation District**
 - **Consider Approval of Contract with HUB International for Employee Benefits Services**
 - **Consider Approval of Purchase of 2026 Peterbilt Model 548 Dump Truck from Rush Enterprises, Inc.**
6. **Consider Approval of Contract with Harper Brothers Construction, LLC for Dallas Phase 3 Pipeline Section 19-1 Part D of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
 7. **Consider Approval of Amendment to Contract with Burns & McDonnell Engineering Company, Inc. to Provide High-Voltage Substation Engineering Services for the Integrated Pipeline Project - Phase 4 and 5 - Ed Weaver, IPL Program Manager**
 8. **Consider Approval of Contract Amendment with Kleinfelder, Inc. to Provide Construction Materials Inspection and Testing Services for Lake Palestine Pump Station Package 2 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
 9. **Consider Approval of Contract with Shermco, Inc. for Electric Motor Rehabilitation Services - Darrell Beason, Chief Operations Officer**
 10. **Consider Approval of Raw Water Irrigation Contract Renewal with Shady Oaks Country Club, Inc. - Zachary Huff, Water Resources Engineering Director**
 11. **Consider Approval of Resolution Authorizing the District to Submit an Application to the United States Bureau of Reclamation to Obtain Funding and to Enter into an Agreement with the United States Bureau of Reclamation to Receive Funding for the Marty Leonard Wetland Reuse Project - Sandy Newby, Chief Financial Officer**

12. **Consider Approval of Texas Water Development Board SWIFT Application for TRWD, Mary's Creek Indirect Water Reclamation Project, Revenue Bonds - Sandy Newby, Chief Financial Officer**
13. **Consider Adoption of Resolution Naming the Law Enforcement Facility, as part of the TRWD Service Center, after James Warren Lane - Dan Buhman, General Manager**
14. **Presentations**
 - **General Manager Goals - Dan Buhman, General Manager**
 - **Capital Improvement Plan - Rachel Ickert, Chief Engineering Officer**
 - **Water Resources - Rachel Ickert, Chief Engineering Officer**
 - **USACE Contract Award Tasks - Kate Beck, Central City Flood Control Program Director**
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, Panther Island, and the Integrated Pipeline Project; and

Section 551.072 of the Texas Government Code, to Deliberate Personnel Matters Related to the Duties and Goals of the General Manager
16. **Consider Approval of Second Amendment to Agreement to Exchange Real Property and Approval of a Development Agreement with Panther Island Partners L.P. ("PIP") - Susan Alanis, Panther Island Program Director**
17. **Consider Approval of Authorization to Acquire Real Property by Purchase or by Exercise of Eminent Domain for the Mary's Creek Indirect Water Reclamation Project - Steve Christian, Real Property Director**
 - **Project Parcel Nos. Parcel Nos. 4A, 4B, 4C, and 4D (LGI Homes-Texas, LLC)**

Permanent easement interests in, over, and across a 2.874-acre tract of land, a 3.040-acre tract of land, 0.092-acre tract of land, and a 0.048-acre tract of land, all situated in the N. Holbrook Survey, Abstract No. 647, City of Fort Worth, Tarrant County, Texas, and being portions of land conveyed to LGI Homes-Texas, LLC as recorded in Instrument Nos.

D220278250 or D219248021, Official Public Records of Tarrant County, Texas

- 18. Consider Approval of Authorization to Acquire Real Property Interests for the Integrated Pipeline Project - Steve Christian, Real Property Director**
 - IPL Project Parcel No. 792A**
A permanent easement interest across a 1.621-acre tract of land situated in the Alfred Bengé Survey, Abstract Number 57, Henderson County, Texas; and
 - IPL Project Parcel No. 792AE**
A permanent easement interest across a 0.221-acre tract of land situated in the Alfred Bengé Survey, Abstract Number 57, Henderson County, Texas
- 19. Future Agenda Items**
- 20. Schedule Next Board Meeting**
- 21. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 27th DAY OF MARCH 2026 AT 9:00 A.M.

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

Present
Leah King
Paxton Motheral
Skylar O'Neal
Johnathan Killebrew

Absent
C.B. Team

Also present were Dan Buhman, Chris Akers, Susan Alanis, Lisa Cabrera, Steve Christian, Ellie Garcia, Jason Gehrig, Zach Hatton, Rachel Ickert, Mick Maguire, Boyd Miller, Kathleen Ray, Tony Shelley, Stephen Tatum and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

Public comment was received from Brent Muecke, who spoke regarding construction of IPL in Henderson County.

3.

Director Killebrew moved to approve the minutes from the meeting held on February 17, 2026. Director Motheral seconded the motion, and the votes were 4 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 Motheral moved to approve the consent agenda. Consent agenda items include:

- 1) Change in the calculation of the retainage being held for BAR Constructors, Inc. to \$1,026,915.15, 2.5% of the contract price, for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications Project. All remaining contract payments will 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. Funding for this item is included in the Bond Fund.
- 2) Contract with Rexa, Inc. in an amount not-to-exceed \$333,024 for the purchase of two (2) hydraulic valve actuators located in the Joe B. Hogsett Dam at Cedar Creek Reservoir. Funding for this item is included in the Fiscal Year 2026 Revenue Fund.
- 3) Contract amendment with Zone Industries in the amount of \$18,500 for additional repairs on Hitachi Pump at Benbrook Booster Pump Station 2. With this amendment, the final cost of the project is \$156,500. Funding for this item is included in the Fiscal Year 2026 Revenue Fund.

Director Killebrew seconded the motion, and the votes were 4 in favor, 0 against.

5.

With the recommendation of management, Director Killebrew moved to approve a contract in the amount of \$131,103,528 with BAR Constructors, Inc. for construction of the Lake Palestine Pump Station and Intake, Package 2 - pump station, chemical feed facilities and owner furnished equipment installation. 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 Motheral seconded the motion, and the votes were 4 in favor, 0 against.

6.

With the recommendation of management, Director Killebrew moved to approve a contract amendment in an amount not-to-exceed \$2,877,452 with CH2M Hill Engineers, Inc. for construction phase engineering services for the Lake Palestine Pump Station Package 2 project. The current total contract amount is \$46,874,175 and the revised not-to-exceed contract amount, including this amendment, will be \$49,751,627. 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 4 in favor, 0 against.

7.

With the recommendation of management, Director Killebrew moved to approve a credit change order in the amount of \$(364,260) from McKee Utility Contractors Inc. for the Cedar Creek Section 2 Pipeline Replacement Phase 1B project. The current contract price is \$132,500,000 and the revised contract price, including this change order, will be \$132,135,740. 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 O'Neal seconded the motion, and the votes were 4 in favor, 0 against.

8.

With the recommendation of management, Director Motheral moved to approve a change order in the amount of \$238,893.92 with Gadberry Construction for the air handler

unit controller modifications on the Electrical Room Cooling Improvements Project at the Richland-Chambers High-Capacity Pump Station in Waxahachie. In addition, the Board approves an owner-controlled contingency in the amount of \$233,852.55, equal to 3% of the original contract amount. The current contract price is \$7,832,452.66, and the revised contract price, including this change order and owner-controlled contingency, will be \$8,305,199.13. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with the change order. Funding for this item is included in the Bond Fund. Director O'Neal seconded the motion, and the votes were 4 in favor, 0 against.

9.

With the recommendation of management, Director O'Neal moved to adopt a resolution to establish Panther Island Developer Regulations for Community Facilities Agreements and Future Improvement Agreements that govern developer construction of certain infrastructure within TRWD rights-of-way. Director Killebrew seconded the motion, and the votes were 4 in favor, 0 against.

10.

With the recommendation of management, Director Motheral moved to approve a contract amendment in an amount not-to-exceed \$1,518,702 with Lawn Patrol to assume all of the pipeline right of way mowing for the remainder of the contract, up to three (3) more years. The original contract value was \$31,200 annually and a total of up to \$156,000. This amendment brings the value up to two (2) years at \$31,200 and three (3) years at \$537,434 for a total not-to-exceed amount of \$1,674,702. Funding for this item is included in the Fiscal Year 2026 Revenue Fund Budget. Director O'Neal seconded the

motion, and the votes were 4 in favor, 0 against.

11.

With the recommendation of management, President King moved to appoint Paxton Motheral to the Board of Directors of the Trinity River Vision Authority for a four-year term. Director Killebrew seconded the motion, and the votes were 4 in favor, 0 against.

12.

Presentations

- Water Resources presented by Rachel Ickert, Chief Engineering Officer

The Board of Directors recessed for a break from 9:39 a.m. to 9:44 a.m.

13.

The Board next held an Executive Session commencing at 9:44 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.

Upon completion of the executive session at 10:30 a.m., the President reopened the meeting.

14.

With the recommendation of management, Director O'Neal moved to authorize demolition of improvements located on Integrated Pipeline Project Parcel No. 847 as the improvements are surplus to TRWD's needs for the project. Funding for this item is

included in the Bond Fund. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against.

15.

With the recommendation of management, Director O'Neal moved to authorize the General Manager or his designee to execute the Fifth Amendment to Lease between RYLB Master Tenant, LLC, a Texas limited liability company, and TRWD for the Central City office located on the first floor of the Star-Telegram Building (formerly the Commerce Building), and to take all actions necessary to effectuate the amendment. Funding for this item is included in the Fiscal Year 2026 Governmental Contingency Fund. Director Killebrew seconded the motion, and the votes were 4 in favor, 0 against.

16.

There were no future agenda items approved.

17.

The next board meeting was scheduled for April 21, 2026.

18.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: April 21, 2026

SUBJECT: Consider Approval of Consent Agenda

RECOMMENDATION:

Management recommends approval of the Consent Agenda.

Item: Consider Approval of Funding for Watershed Management Memorandum of Understanding with Archer County Soil & Water Conservation District

Vendor: Archer County Soil & Water Conservation District

Amount: not-to-exceed amount of \$15,000 on an annual basis with (4) one-year renewal options through Fiscal Year 2030 for a total amount of \$75,000 over the five-year term
Fiscal Year 2026 Revenue Fund Budget

Reviewed by: Administration and Policy Committee

Archer County SWCD partners with TRWD in efforts to prolong the life of our reservoirs by reducing sedimentation and pollutant reductions through the promotion of land conservation projects in TRWD’s Bridgeport Lake watershed. On January 16, 2026, an MOU between Archer County SWCD and TRWD was executed, titled “Memorandum of Understanding Between Tarrant Regional Water District and Archer County Soil and Water Conservation District”.

Archer County SWCD is requesting an annual not-to-exceed sum of \$15,000 for a total of \$75,000 over the five-year term. The MOU establishes that these funds may be used by Archer County SWCD to further defray the cost to producers who apply for Federal cost-share programs such as the Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP). Some funding may also be used to partially fund demonstration projects in the watershed that may increase the adoption of such practices at a larger scale.

Item: Consider Approval of Funding for Watershed Management Memorandum of Understanding with Jack County Soil & Water Conservation District

Vendor: Jack County Soil & Water Conservation District

Amount: not-to-exceed amount of \$15,000 on an annual basis with (4) one-year renewal options through Fiscal Year 2030 for a total amount of \$75,000 over the five-year term
Fiscal Year 2026 Revenue Fund Budget

Reviewed by: Administration and Policy Committee

Jack County SWCD partners with TRWD in efforts to prolong the life of our reservoirs by reducing sedimentation and pollutant reductions through the promotion of land conservation projects in TRWD's Bridgeport Lake watershed. On January 16, 2026, an MOU between Archer County SWCD and TRWD was executed, titled "Memorandum of Understanding Between Tarrant Regional Water District and Jack County Soil and Water Conservation District".

Jack County SWCD is requesting an annual not-to-exceed sum of \$15,000 for a total of \$75,000 over the five-year term. The MOU establishes that these funds may be used by Jack County SWCD to further defray the cost to producers who apply for Federal cost-share programs such as the Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP). Some funding may also be used to partially fund demonstration projects in the watershed that may increase the adoption of such practices at a larger scale.

Item: **Consider Approval of Funding for Watershed Management Memorandum of Understanding with Kaufman-Van Zandt Soil & Water Conservation District**

Vendor: Kaufman-Van Zandt Soil & Water Conservation District

Amount: not-to-exceed amount of \$30,000 on an annual basis with (4) one-year renewal options through Fiscal Year 2030 for a total amount of \$150,000 over the five-year term
Fiscal Year 2026 Revenue Fund Budget

Reviewed by: Administration and Policy Committee

Kaufman-Van Zandt SWCD partners with TRWD in efforts to prolong the life of our reservoirs by reducing sedimentation and pollutant reductions through the promotion of land conservation projects in TRWD's Cedar Creek Lake watershed. On January 16, 2026, an MOU between Kaufman-Van Zandt SWCD and TRWD was executed, titled "Memorandum of Understanding Between Tarrant Regional Water District and Kaufman-Van Zandt Soil and Water Conservation District".

Kaufman-Van Zandt SWCD is requesting an annual not-to-exceed sum of \$30,000 for a total of \$150,000 over the five-year term. The MOU establishes that these funds may be used by Kaufman-Van Zandt County SWCD to further defray the cost to producers who

apply for Federal cost-share programs such as the Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP). Some funding may also be used to partially fund demonstration projects in the watershed that may increase the adoption of such practices at a larger scale.

Item: Consider Approval of Funding for Watershed Management Memorandum of Understanding with Navarro Soil & Water Conservation District

Vendor: Navarro Soil & Water Conservation District

Amount: not-to-exceed amount of \$60,000 on an annual basis with (4) one-year renewal options through Fiscal Year 2030 for a total amount of \$300,000 over the five-year term
Fiscal Year 2026 Revenue Fund Budget

Reviewed by: Administration and Policy Committee

Navarro SWCD partners with TRWD in efforts to prolong the life of our reservoirs by reducing sedimentation and pollutant reductions through the promotion of land conservation projects in TRWD's Richland-Chambers Reservoir watershed. On January 16, 2026, an MOU between Navarro SWCD and TRWD was executed, titled "Memorandum of Understanding Between Tarrant Regional Water District and Navarro Soil and Water Conservation District".

Navarro SWCD is requesting an annual not-to-exceed sum of \$60,000 for a total of \$300,000 over the five-year term. The MOU establishes that these funds may be used by Navarro County SWCD to further defray the cost to producers who apply for Federal cost-share programs such as the Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP). Some funding may also be used to partially fund demonstration projects in the watershed that may increase the adoption of such practices at a larger scale.

Item: Consider Approval of Funding for Watershed Management Memorandum of Understanding with Trinity-Neches Soil & Water Conservation District

Vendor: Trinity-Neches Soil & Water Conservation District

Amount: not-to-exceed amount of \$30,000 on an annual basis with (4) one-year renewal options through Fiscal Year 2030 for a total amount of \$150,000 over the five-year term
Fiscal Year 2026 Revenue Fund Budget

Reviewed by: Administration and Policy Committee

Trinity-Neches SWCD partners with TRWD in efforts to prolong the life of our reservoirs by reducing sedimentation and pollutant reductions through the promotion of land conservation projects in TRWD's Cedar Creek Lake watershed. On January 16, 2026, an MOU between Trinity-Neches SWCD and TRWD was executed, titled "Memorandum of Understanding Between Tarrant Regional Water District and Trinity-Neches Soil and Water Conservation District".

Trinity-Neches SWCD is requesting an annual not-to-exceed sum of \$30,000 for a total of \$150,000 over the five-year term. The MOU establishes that these funds may be used by Trinity-Neches SWCD to further defray the cost to producers who apply for Federal cost-share programs such as the Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP). Some funding may also be used to partially fund demonstration projects in the watershed that may increase the adoption of such practices at a larger scale.

Item: Consider Approval of Funding for Watershed Management Memorandum of Understanding with Wise County Soil & Water Conservation District

Vendor: Wise County Soil & Water Conservation District

Amount: not-to-exceed amount of \$40,000 on an annual basis with (4) one-year renewal options through Fiscal Year 2030 for a total amount of \$200,000 over the five-year term
Fiscal Year 2026 Revenue Fund Budget

Reviewed by: Administration and Policy Committee

Wise County SWCD partners with TRWD in efforts to prolong the life of our reservoirs by reducing sedimentation and pollutant reductions through the promotion of land conservation projects in TRWD's Eagle Mountain Lake watershed. On January 16, 2026, an MOU between Wise County SWCD and TRWD was executed, titled "Memorandum of Understanding Between Tarrant Regional Water District and Wise County Soil and Water Conservation District".

Wise County SWCD is requesting an annual not-to-exceed sum of \$40,000 for a total of \$200,000 over the five-year term. The MOU establishes that these funds may be used by Wise County SWCD to further defray the cost to producers who apply for Federal cost-share programs such as the Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP). Some funding may also be used to partially fund demonstration projects in the watershed that may increase the adoption of such practices at a larger scale.

Item: Consider Approval of Contract with HUB International for Employee Benefits Services

Vendor: HUB International

Amount: two-year contract in the amount of \$123,420 with three annual optional renewals for a total not-to-exceed amount of \$327,687.82 over five years
Fiscal Year 2026 and Proposed Fiscal Year 2027 Budgets

Reviewed by: Administration and Policy Committee

Employee benefits consulting services include the following:

- Health related benefits and insurance renewal processes to include strategy and design
- Plan administration to include state and federal compliance
- Conflict resolution with insurance providers
- Coverage analysis and data reporting

To ensure continued value and competitive rates, the District solicited bids for employee benefits consulting services via a Request for Proposal (RFP) process. Seven proposals were received and evaluated (attached). HUB International's experience, comprehensive range of services, and price resulted in management's recommendation of:

Contract with HUB International for two years at an annual rate of \$61,710 per year, effective June 1, 2026 – May 31, 2028, with the option to pursue three additional annual renewals for a total of five years.

Initial 2-year term (June 1, 2026 – May 31, 2028)	\$123,420.00
Optional Year 3, no greater than	\$64,795.50
Optional Year 4, no greater than	\$68,035.28
Optional Year 5, no greater than	\$71,437.04
Total Not-to-Exceed	\$327,687.82

Item: Consider Approval of Purchase of 2026 Peterbilt Model 548 Dump Truck from Rush Enterprises, Inc.

Vendor: Rush Enterprises, Inc.

Amount: \$195,000
Fiscal Year 2026 Revenue Fund Budget (unbudgeted), funds will be sourced through uncompleted projects

Reviewed by: Construction and Operations Committee

The District owns a 2008 Freightliner M2106 Dump Truck (Asset No. 3-47), which was recently involved in an incident and deemed a total loss. As a result, this asset is no longer available to support daily operations.

To maintain continuity of District missions and ensure operational efficiency, the District is seeking approval to procure a replacement dump truck. This replacement is necessary to support ongoing maintenance, construction, and emergency response activities that rely on dump truck capabilities. Asset 3-47 will be auctioned at the appropriate time.

The purchase will utilize the Interlocal Cooperative, Buy Board #723-23, in accordance with Government Code 791.025.



Final Evaluation Sheet

26-069 Employee Benefits Services

Technical Quality Criteria	Total Points Available	Brown and Brown	Gallagher Benefit Services, Inc.	Higginbotham Insurance Agency	Holmes Murphy	HUB International	IMA Financial Group, Inc.	Lockton-Dunning Series of Lockton Companies, LLC	Texas Legal Protection Plan
Breadth and Depth of Services, to include ad-hoc consulting	20.00	19.25	17.50	18.75	12.67	20.00	18.75	11.75	NR
Commitment of Staff and Schedule	20.00	18.75	14.25	20.00	16.67	20.00	16.25	11.25	NR
References	15.00	7.50	13.75	8.75	12.33	15.00	7.75	10.50	NR
Overall Experience	10.00	9.00	10.00	8.25	9.33	10.00	9.50	8.50	NR
Cultural Compatibility of Team and Firm	10.00	9.50	7.50	10.00	10.00	9.25	8.75	7.75	NR
Water District & Municipality Related Experience	10.00	2.00	9.25	5.50	7.00	10.00	5.00	7.25	NR
Project Delivery Approach	10.00	9.50	7.50	9.50	7.33	8.75	7.50	6.75	NR
Price	5.00	2.68	3.63	3.07	3.63	5.00	1.84	2.57	NR
Total	100.00	78.18	83.38	83.82	78.96	98.00	75.34	66.32	NR
* NR - Non-Responsive. Vendor did not meet requirements									

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: April 21, 2026

SUBJECT: Consider Approval of Contract with Harper Brothers Construction, LLC for Dallas Phase 3 Pipeline Section 19-1 Part D of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in the amount of \$86,725,533** with Harper Brothers Construction, LLC for construction of the Integrated Pipeline Section 19-1 Part D Project.

DISCUSSION:

Competitive sealed proposals were received from six Offerors on February 19, 2026, for approximately 8 miles of 84-inch pipeline along the Section 19 alignment. This contract is the final pipeline segment for the Dallas portion of the IPL.

The IPL Project Selection Team, consisting of two members from Dallas and three members from TRWD, evaluated and scored the proposals. The selection team determined that Harper Brothers Construction, LLC, a regional company with offices in Houston, Texas, submitted the best value proposal for both Dallas and the District. Harper Brothers proposed the second lowest cost and a completion date within the IPL schedule. Harper Brothers' proposal demonstrated an excellent approach to the project including professionally qualified key personnel. Harper Brothers has also successfully performed similar large diameter pipeline project work for water agencies in the greater Houston and Harris County areas. Following initial scoring, negotiations were initiated with top ranked Harper Brothers Construction providing the best value to both the City of Dallas and TRWD.

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

The Recommendation by Staff and Offeror Selection Worksheet are attached.

This item was reviewed by the Construction and Operations Committee on April 15, 2026.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Matt Gaughan

cc: Shelly Hattan, Coy Veach

DATE: April 2, 2026

SUBJECT: Recommendation for Award of Contract for Construction of Section 19-1 Part D of the Integrated Pipeline Project to Harper Brothers Construction, LLC

Six prospective Contractors submitted Competitive Sealed Proposals on February 19, 2026 for the referenced project.

The IPL selection team evaluated the six Proposals. Scoring by the selection team is based on reviews of the Proposals by the members of the selection team. The Selection Team was assisted in their evaluation efforts by reports from the Review Team consisting of IPL staff members charged with reviewing documents and investigating references submitted by the Offerors. The results of the selection process are as follows in the Offeror Evaluation Worksheet.

The selection team determined that Harper Brothers Construction, LLC, a regional company with offices in Houston, Texas, submitted the Proposal that provides the best value to Dallas and the District. Harper Brothers proposed the second lowest cost proposal and a completion date within the IPL schedule. Harper Brothers' proposal demonstrated an excellent approach to the project and professionally qualified key personnel.

Offeror Evaluation Worksheet – part 1					
Criteria	Criteria	Points	BAR Constructors	Carstensen	Harper Brothers
A	Proposed Contract Price and Contract Time				
	Proposed Contract Price	40	\$87,672,430	\$94,597,500	\$86,725,533
	Substantial Completion Days		1007	650	750
	Point Value		37.9	35.5	39.2
B	Contractor's Approach to the Project	20	19.2	12.6	19.4
C	Experience / Past Performance of Offeror	20	19.8	12.2	19.2
D	Experience and Qualifications of Proposed Key Personnel	20	19.8	13.0	19.4
Total Points			96.7	73.3	97.2

Offeror Evaluation Worksheet – part 2					
Criteria	Criteria	Points	JDS, Inc.	McKee Utility	SJ Louis
A	Proposed Contract Price and Contract Time				
	Proposed Contract Price	40	\$84,775,365	\$89,635,000	\$88,087,892
	Substantial Completion Days		570	773	593
	Point Value		40.0	37.8	38.4
B	Contractor's Approach to the Project	20	13.6	18.6	14.0
C	Experience / Past Performance of Offeror	15	13.8	17.4	10.2
D	Experience and Qualifications of Proposed Key Personnel	15	11.2	17.6	15.8
Total Points			78.6	91.4	78.4

Harper Brothers has also successfully performed similar large diameter pipeline project work of similar scope and complexity for water agencies in the greater Houston area.

Following initial scoring, negotiations were opened with top ranked Harper Brothers Construction. Harper Brothers negotiated proposal offers the best value to both the City of Dallas and TRWD.

It is recommended that a contract be awarded to Harper Brothers Construction, LLC, in the amount of \$86,725,533.00 to construct the Project.

Tabulation of Offers Received					
Project: IPL Section 19-1 Part D (PL191D)			Project Number: IPL-CSP-25-137		
Owner: Tarrant Regional Water District			Date: February 19, 2026		
Engineer: BGE, Inc.					
Name of Offeror	Addenda Received	Bid Bond Attached	Total Offer Amount	Substantial Completion Days	Final Completion Days
BAR Constructors, Inc.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$87,672,430.00	1007	1064
Carstensen Contracting, Inc. ^{1,2}	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$94,597,500.00	650	690
Harper Brothers Construction, LLC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$86,725,533.00	750	810
JDS, Inc. ²	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$84,775,365.00	570	630
McKee Utility Contractors, LLC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$89,635,000.00	773	833
SJ Louis Construction of Texas, Ltd. ²	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$88,087,892.00	593	623

Note 1: Carstensen As-Read number adjusted for calculated Proposal Exhibit A

Note 2: Proposal days listed in Working Days, adjusted to Calendar Days as required in proposal requirements and for evaluation

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: April 21, 2026

SUBJECT: Consider Approval of Amendment to Contract with Burns & McDonnell Engineering Company, Inc. to Provide High-Voltage Substation Engineering Services for the Integrated Pipeline Project - Phase 4 and 5

FUNDING: TRWD Bond Fund

RECOMMENDATION:

Management recommends approval of an amendment **in an amount not-to-exceed \$2,104,540** with Burns & McDonnell Engineering Company, Inc for design and procurement phase services of the High Voltage Substations for the Integrated Pipeline Project – Phases 4 and 5. The current contract amount is \$3,642,409 and the revised not to exceed contract amount, including this amendment will be \$5,746,949.

DISCUSSION:

Burns & McDonnell Engineering Company, Inc. was evaluated, selected, and contracted in 2011 to provide IPL high voltage transmission and substation design and construction engineering for three IPL lake substations and three booster substations. Cedar Creek and Richland-Chambers Lake substations are funded by TRWD while the Lake Palestine substation is funded by Dallas. Additionally, there are three booster pump stations, Joint Booster Pump Stations 2, 3 and 4 (JB2, JB3, and JB4 respectively). Joint Booster substations 2 and 3 are jointly funded by TRWD and Dallas while Booster 4 substation is TRWD funded and the Lake Palestine pump station (LP1) is funded by Dallas. Phase 4 consists of design and construction of the IPL Richland-Chambers Section 16 pipeline and Lake Pump Station. Phase 5 consists of design and construction of the Joint Booster Pump Station Number 2 (JB2) along with the high voltage substation and pumps, motors and drives and the addition of Pumps, Motors, and Drives for the Joint Booster Pump Station Number 3 (JB3).

JB3 and Cedar Creek (JCC1) are complete and operational, and Lake Palestine (LP1) is currently under construction with an operational date of December 2028. JB3 is also scheduled for three additional pump units.

The IPL Richland-Chambers lake pump station (JRC1) and JB2 pump stations were paused in 2011 based on projected demands and supply capacities at the time. The District's updated capital improvement plan now indicates that JRC1 lake pump station needs to be operational by 2032 while the JB2 pump station and the expansion of JB3 need to be operational by 2034.

IPL High Voltage Substation Engineering Services	Amount
Preliminary Sub-Station Designs (Initial Agreement)	\$1,109,000.00
Amendment 1 - Final Design of JB3HV	\$956,280.00
Amendment 2 - Construction Phase Engineering Services JB3HV	\$269,300.00
Amendment 3 - Final Design and Construction Phase for JCC1HV	\$244,229.00
Amendment 4 - Final Design and Construction Phase for LP1HV	\$1,063,600.00
Amendment 5 - Final Design JRC1HV, JB2HV and JB3HV	\$2,104,540.00
Total	\$5,746,949.00

The JRC1 lake pump station and JB2 booster pump station designs were re-started in 2025 while the JB3 expansion design is scheduled to restart design in 2026. The pump station and sub-station designs, and construction schedules are coordinated so that power will be available for pump station start-up, acceptance testing and operations. Substation electrical equipment and components manufacturing times range from 36 to 48 months plus shipping.

This amendment will provide design and procurement phase services for the JRC1 and JB2 high voltage sub-stations and the expansion of the JB3 high voltage sub-station. This request includes scope and fee for:

Fee Summary Integrated Pipeline Project Phase 4/5 – High Voltage Engineering Services	
Basic Services	Fee
Task 100 - JRC1 High Voltage Sub-Station – Design, Procurement and Construction Phase Engineering Services -Phase 4	\$ 787,420.00
Task 200 - JB2 High Voltage Sub-Station – Design, Procurement and Construction Phase Engineering Services – Phase 5	\$ 847,545.00
Task 300 - JB3 High Voltage Sub-Station Expansion – Design, Procurement and Construction Phase Engineering Services – Phase 5	\$ 278,254.00
Total Budget for Basic Services	\$ 1,913,219.00
Additional Services	
Optional Supplemental Services	\$ 191,321.00
Total Budget for Amendment	\$ 2,104,540.00

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

The Recommendation by Staff and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on April 15, 2026.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Matt Gaughan

COPY: Shelly Hattan, Coy Veach

DATE: April 6, 2026

SUBJECT: Consider Approval of Amendment to Contract with Burns & McDonnell Engineering Company, Inc. for High-Voltage Substation engineering services for the Integrated Pipeline Project - Phase 4 and 5

In May of 2011, the District entered into a contract with Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) to provide Engineering Services for the design of the High Voltage Transmission and Substations for the IPL Lake Pump Stations including Joint Richland-Chambers Pump Station (JRC1), JB2 Booster Pump Station and JB3 Booster Pump Station. Subsequent amendments to contract resulted in a price not to exceed **\$3,642,409.00**.

The proposed amendment amount of **\$2,104,540.00** is for the Final Design and Procurement Phase Services of the High Voltage Substation at Joint Richland-Chambers Lake Pump Station (JRC1), JB2 Booster Pump Station, and the expansion of JB3 Booster Pump Station. The total not to exceed contract value, including this proposed amendment will be **\$5,746,949.00**.

The proposed contract amendment includes three tasks and an optional supplemental services contingency. The tasks include Utility Design Services, Design, and Procurement Phase Services for JRC1 HV Substation, JB2 HV Substation and JB3 HV Substation expansion.

Included for reference is the Fee Summary.

Fee Summary**Burns & McDonnell Engineering Company, Inc.****Design and Procurement Phase Services for High-Voltage Substation
engineering services for the Integrated Pipeline Project - Phase 4 and 5**

Task No.	Description	Estimated Fee
Basic Services		
100	JRC1 High Voltage Sub-Station – Design and Procurement Phase Engineering Services -Phase 4	\$ 787,420.00
200	JB2 High Voltage Sub-Station – Design and Procurement Phase Engineering Services – Phase 5	\$ 847,545.00
300	JB3 High Voltage Sub-Station Expansion – Design and Procurement Phase Engineering Services – Phase 5	\$ 278,254.00
Total Budget for Basic Services		\$ 1,913,219.00
Additional Services		
	Optional Supplemental Services	\$ 191,321.00
Total Budget for Additional Services		\$ 191,321.00
Total Budget for All Services		\$ 2,104,540.00

Note -- This scope of work includes an Additional Services Contingency to be released at the Program Manager's discretion.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: April 21, 2026

SUBJECT: Consider Approval of Contract Amendment with Kleinfelder, Inc. to Provide Construction Materials Inspection and Testing Services for Lake Palestine Pump Station Package 2 of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$1,742,000** with Kleinfelder, Inc. (Kleinfelder) to provide Construction Materials Inspection and Testing (CMIT) Services for the Lake Palestine Pump Station Package 2 of the Integrated Pipeline Project. The current contract amount is \$1,015,150 and the revised not-to-exceed contract amount, including this amendment, will be \$2,757,150.

DISCUSSION:

On June 18, 2024, the District executed a not-to-exceed contract with Kleinfelder in amount of \$947,790 to provide CMIT Services for IPL open cut contract Section 19-2 Part A (PL192A). This contract was amended in August 2025 to provide additional CMIT services in a not-to-exceed amount of \$67,360 for the LP1 High Voltage Substation.

This third proposed amendment in the amount of \$1,742,000 is for the Lake Palestine Pump Station Package 2 project. These pump station CMIT services include soil, sand, rock, concrete aggregate and concrete strength testing. The revised total contract value, including this proposed amendment, will be \$2,757,150 as follows:

IPL CMIT - Soil and Concrete

Date	Services	Amount
06/18/24	PL192A - CMIT	\$ 947,790.00
08/05/25	LP1HV – CMIT	\$ 67,360.00
04/21/26	LP1 - CMIT	\$ 1,742,000.00
Total		\$ 2,757,150.00

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

The Recommendation by Staff and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on April 15, 2026.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Matt Gaughan

COPY: Shelly Hattan, Coy Veach

DATE: April 6, 2026

SUBJECT: Recommendation for Approval of a Contract Amendment with Kleinfelder, Inc for Construction Materials Inspection and Testing Services for Lake Palestine Pump Station Package 2 (LP1) of the Integrated Pipeline Project

On June 18, 2024, the District executed a contract with Kleinfelder to provide IPL CMIT Services for the IPL Sections 19-2 Part A (PL192A) of the Integrated Pipeline Project in a not-to-exceed amount of \$947,790.00. The contract was amended in August 2025 for additional services for LP1 High Voltage Substation in a not-to-exceed amount of \$67,360.

This proposed amendment in the amount of \$1,742,000.00 is for CMIT Services for Lake Palestine Pump Station Package 2 project. These CMIT services include soil and concrete testing. The total contract amendment value, including this proposed amendment, will be \$2,757,150.00.

Fee Summary**Kleinfelder, Inc.****Construction Materials Inspection and Testing (CMIT) Services for Lake Palestine Pump Station Package 2 (LP1) of the Integrated Pipeline Project**

Task No.	Description	Estimated Fee
Basic Services		
1.00	Lake Palestine Pump Station Package 2 (LP1) – Soil and Concrete CMIT – Field and Lab Services	\$ 1,332,310.00
2.00	Lake Palestine Pump Station Package 2 (LP1) – Soil and Concrete CMIT – Office Project Support	\$ 252,000.00
Total Basic Services		\$ 1,584,310.00
Special Services		
9.99	Lake Palestine Pump Station Package 2 (LP1) – Soil and Concrete CMIT – Special Services	\$157,690.00
Total Special Services		\$ 157,690.00
Total This Amendment		\$ 1,742,000.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: April 21, 2026

SUBJECT: Consider Approval of Contract with Shermco, Inc. for Electric Motor Rehabilitation Services

FUNDING: Fiscal Year 2026 Revenue Fund Budget, Proposed Fiscal Year 2027 Revenue Fund Budget

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$800,000** with Shermco, Inc. for electric motor rehabilitation services.

DISCUSSION:

In June 2024, the District awarded CDM Smith a professional services contract to design new electrical rooms for the Cedar Creek Reservoir and Richland-Chambers Reservoir pump stations. The primary purpose of the project is to improve the safety and reliability of the Richland-Chambers and Cedar Creek Lake Pump Station electrical systems and to install variable frequency drives so the amount of water pumped can be varied to meet the water needed to meet customer demands.

The rehabilitation of the pump motors at the Richland-Chambers Lake Pump Station is required to prepare the motors for the new variable frequency drives. To ensure that the Richland-Chambers Lake Pump Station is able to meet water demands, only one pump will be removed from service at a time.

The proposed Contract with Shermco, Inc. for electric motor repairs is through a Cooperative Purchasing Program with the City of Fort Worth. Texas Government Code Chapter 791 enables the District to participate in this program. Since this contract is under a cooperative agreement, the total contract amount is capped at the amount shown in the original contract with the City of Fort Worth. The City of Fort Worth renews this contract annually, which then resets the cap; therefore, this contract will be used to repair two of the six motors at an estimated cost of \$400,000 per motor, and a new contract will be brought to the board once the contract renews next year.

This item was reviewed by the Construction and Operations Committee on April 15, 2025.

Submitted By:

Darrell Beason
Chief Operations Officer

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: April 21, 2026

SUBJECT: Consider Approval of Raw Water Irrigation Contract Renewal with Shady Oaks Country Club, Inc.

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of a raw water irrigation contract renewal with Shady Oaks Country Club, Inc (Shady Oaks).

DISCUSSION:

Shady Oaks is an existing TRWD irrigation customer on the West Fork Trinity River. The Irrigation Contract between Shady Oaks and TRWD was executed on April 20, 2016.

The 2016 Irrigation Contract authorized that Shady Oaks may withdraw an annual not-to-exceed volume of 375 acre-feet per year (AFY) (0.335 million gallons per day (MGD)) from the West Fork of the Trinity River for irrigating a golf course and landscaping. The 2016 Irrigation Contract established an initial contract term of 10 years. The presented 2026 Irrigation Contract reduces Shady Oaks' maximum volume to 250 AFY (0.22 MGD) and establishes a new term of 5 years with the option of up to three (3) 5-year extensions. Additionally, this renewal updates Section 11 Water Conservation & Drought Contingency to TRWD's most current language.

This item was reviewed by the Construction and Operations Committee on April 15, 2026.

Submitted By:

Zachary Huff
Water Resources Engineering Director

**Tarrant Regional Water District
Irrigation Contract**

**Shady Oaks Country Club, Inc.
Eagle Mountain Reservoir**

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THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

IRRIGATION
CONTRACT

This Irrigation Contract ("Agreement") is made and entered into by and between **TARRANT REGIONAL WATER DISTRICT**, a Water Control and Improvement District ("District"), a conservation and reclamation district and political subdivision of the State of Texas, and **SHADY OAKS COUNTRY CLUB, INC.** ("Purchaser").

RECITALS

- 1.** District owns or has the right to use and sell water from the System as defined in that certain contract between District and the City of Fort Worth, City of Arlington, City of Mansfield, and Trinity River Authority of Texas, dated September 1, 1982 ("Amendatory Contract"). For purposes of this Agreement, the "Project" is defined as the water sourced to Purchaser from Eagle Mountain Reservoir. The sale of water to Purchaser, in addition to being subject to the Amendatory Contract, is also subject to the provisions of Certificate of Adjudication Number(s) 08-3809.
- 2.** Purchaser wants to purchase, and District is willing to sell, raw water from the Project for purposes of irrigation of a golf course subject to the terms and conditions of this Agreement.
- 3.** Purchaser will divert water from the Project, subject to all applicable rules and regulations of District and state and federal agencies.

AGREEMENT

Tarrant Regional Water District
Irrigation Contract
Shady Oaks Country Club, Inc.

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, District and Purchaser agree as follows:

SECTION 1. AMENDATORY CONTRACT

This Agreement is entered into pursuant to Section 3(B) (a) of the Amendatory Contract, and the rights and obligations of District and Purchaser under this Agreement shall be subject to, and be interpreted consistent with, the terms and conditions of the Amendatory Contract. The Amendatory Contract is incorporated into this Agreement by reference as if quoted verbatim in this section. The Initial Contracting Parties (as identified in the Amendatory Contract) shall, within the limits permitted by law, have absolute priority over Purchaser's right to purchase water from District in accordance with this Agreement.

SECTION 2. PERMITS FOR CONSTRUCTION

Purchaser may have to obtain federal, state, and local permits or easements to construct and maintain, at Purchaser's expense, a raw water intake structure. It is Purchaser's responsibility to obtain and comply with any such permit or easement. Failure to obtain or comply with such permit or easement under this section may, at District's sole discretion, be grounds for terminating this Agreement without liability to Purchaser. Purchaser specifically recognizes that it will have to apply for and be granted a permit or easement to construct and maintain a raw water intake structure on land and water owned and controlled by District. When granted by District, this permit will be incorporated into this Agreement by reference as if quoted verbatim in this section.

SECTION 3. TERM.

This Agreement shall be effective on the date it is signed by District's authorized representative ("Effective Date"), as shown on the signature page of this Agreement, and shall continue in effect for a period of five (5) years from the effective date unless this Agreement is terminated sooner because the Amendatory Contract is terminated, District and Purchaser both

agree to terminate this Agreement, or this Agreement is terminated pursuant to its terms. District agrees that Purchaser can extend the contract for up to three (3) additional five (5)-year terms by notifying District at least ninety (90) days prior to the expiration of the preceding term. At the end of the contract term and extension options, Purchaser has the option and responsibility to request a renewal contract, in writing, 12 months prior to expiration of this Agreement. Purchaser acknowledges that the Project's primary purpose is to provide water for municipal water supply, that this Agreement is a surplus water contract, and that this Agreement shall be of no effect and that Purchases shall have no entitlement to water after the expiration or termination of this Agreement.

SECTION 4. VOLUME.

Subject to the limitations and conditions described in this Agreement, the Amendatory Contract, Certificate of Adjudication Number(s) 08-3809, District agrees to sell Purchaser up to 250 acre-feet per annum of raw water from the Project at the Point(s) of Delivery described in this Agreement. Purchaser may not divert more than 250 acre-feet in an Annual Payment Period, as defined in Section 14, without prior written approval of District.

SECTION 5. POINT(S) OF DELIVERY.

Purchaser's raw water will be delivered from the Project at the Point of Delivery herein established. A vicinity map showing the Point of Delivery is attached as Exhibit 1 to this Agreement. Purchaser shall provide the location of the Point of Delivery in Digital Format, which for purposes of this Agreement means in GIS format (shapefile, geodatabase) or Google Earth format (KMZ, KML), projected to the following Tarrant Regional Water District data standards: Projection: Lambert Conformal Conic, Coordinate System: Texas State Plane, Zone 5351, Units: Feet, Datum: NAD83. The diversion shall be accomplished by facilities with a maximum combined diversion rate of 1100 gallons per minute. Purchaser shall provide, at Purchaser's

expense, the facilities required to divert and transport raw water to Purchaser's place of use. If Purchaser wishes to add or change the location of a Point of Delivery, Purchaser shall deliver to District the location of the proposed additional or relocated Point of Delivery in Digital Format and on a reproducible vicinity map with a graphic description of the location of the proposed additional or relocated Point of Delivery. Upon District's written approval of the additional or relocated Point of Delivery, this Agreement will be modified by attaching the map to this Agreement as an exhibit. Upon filing this Agreement, as modified, with the Texas Commission on Environmental Quality or its successor agency (Commission), the modification shall become effective upon regulatory approval of the location of the additional or relocated Point of Delivery.

SECTION 6. FACILITIES FOR DIVERTING WATER.

The detailed plans and specifications for such facilities shall be submitted to District and approved by District in writing before such facilities are installed, and any changes thereafter made in the nature, type, or location of such facilities shall be made only after District's prior written approval. In addition, Purchaser shall provide plans and specifications to District in Digital Format.

All facilities and property of Purchaser used by Purchaser or relating to the use or diversion of the water contemplated by this Agreement are subject to water damage by reason of their location near a raw water transmission system owned or used by District. Purchaser acknowledges the possibility of water damage and assumes the risk of such an occurrence. To the greatest extent allowed by law, Purchaser will hold District harmless for any claims asserted by Purchaser or by others growing out of the operation by Purchaser of the facilities used and employed by it in connection with this Agreement.

Purchaser agrees that its use of the facilities to be constructed under this Agreement, if any, and its operations under this Agreement shall not cause or in any way result in the pollution of

reservoirs and other water bodies within District Watersheds. District Watersheds are defined as areas that drain, either directly or indirectly, into a reservoir owned, controlled, or used by District, or watercourses that are used by District in providing water to its customers. Purchaser agrees to correct any practice of Purchaser which District deems likely to result in such pollution within thirty (30) days from the receipt by Purchaser of written notice from District to do so.

SECTION 7. PURPOSE AND PLACE OF USE.

Purchaser shall use raw water purchased from District under this Agreement for irrigation purposes only and within the area shown by the vicinity map attached as Exhibit 1 to this Agreement. In addition, Purchaser shall notify District of changes to Purchaser's irrigated areas by providing said changes in Digital Format. Upon receipt of said changes, this Agreement will be modified with an Amendment to include a vicinity map with the added territory.

Purchaser may not use water originating from District outside the boundary of the District service area without prior written approval of District. Such written approval shall not be unreasonably delayed, withheld, or denied. If Purchaser wishes to extend its territory outside the boundary of the District's service area, Purchaser shall deliver to District a reproducible vicinity map that shows the proposed added territory. Upon approval by the District, this Agreement will be modified with an Amendment to include the approved vicinity map as Exhibit 1. Upon filing this Agreement, as modified, with the Commission, and providing District the changed information in Digital Format, Purchaser may use the water within the added territory.

Purchaser shall not sell or permit others to use the water purchased under this Agreement without the prior written approval of District.

SECTION 8. LOSSES.

If Purchaser's diversion, now or in the future, requires a release of water from a District reservoir or pipeline, District agrees to bear the cost of transportation and evapotranspiration losses incident to the downstream sale of water from the reservoir or pipeline to Purchaser's point of diversion of water.

SECTION 9. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES.

The effectiveness of this Agreement is dependent upon District and Purchaser complying with the rules of the Commission, specifically including the rules codified as Texas Administrative Code, Title 30, §§ 295.101 and 297.101-.108 as of the effective date of this Agreement. Purchaser will file a signed copy of this Agreement with the Executive Director of the Commission as required by the rules of the Commission. Purchaser may continue diverting raw water from the Project unless Purchaser has received written notification from the Commission that a copy of this Agreement has been received by the Commission but not accepted for filing. If this Agreement was not accepted for filing by the Commission, Purchaser will notify District within ten (10) business days. Purchaser shall submit written reports to the Commission as required by Commission rules, with a copy to District, on forms provided by the Commission, indicating the total amount of water taken under this Agreement each month. Purchaser also shall submit to District written reports each month indicating the total amount of water diverted under this Agreement each month.

SECTION 10. REGULATORY REQUIREMENTS.

This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver

of any right to question or contest any law, ordinance, order, rule, or regulation in any forum having jurisdiction, and District and Purchaser each agree to make a good faith effort to support proposed laws and regulations which would be consistent with the performance of this Agreement in accordance with its terms.

SECTION 11. WATER CONSERVATION & DROUGHT CONTINGENCY PLANS.

Purchaser shall comply with District's efforts to implement plans, programs, and rules (as periodically amended or updated) to develop water resources and to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water, increase the recycling and reuse of water, and reduce water use during times of shortage.

District's obligations under this Agreement do not become effective until Purchaser prepares, submits, implements, and complies with a Water Conservation and Drought Contingency and Emergency Water Management Plan (Plan). Plans must be consistent with those adopted by District and required or approved by the Commission, the Texas Water Development Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. A copy of the District's Plan can be found at trwd.com.

Prior to the execution of this Agreement, Purchaser shall submit its Plan to the District for review and approval. Plans shall also be updated and resubmitted in response to changes in the Plans or rules of the District, Commission, or other state laws or regulations and as necessary every five years. Upon written notice from the District, Purchaser has 180 days to update and resubmit Plan for approval. Until Purchaser has an approved Plan on file with the District, Purchaser agrees to make every reasonable effort to implement and comply with the District's Plan measures.

Purchaser's compliance with the submitted and approved Plan on file with the District is required and will be enforced by the District, at its sole discretion and as outlined in this Section.

If District authorizes Purchaser to resell District water, Purchaser shall require through a contract condition that any successive wholesale user of District water must implement, and comply with, this Section. Purchaser agrees to take responsibility for the application and enforcement of this Section for all successive users of District water under contract with Purchaser.

If Purchaser fails to submit an updated Plan, fails to implement its WCP or DCP, or otherwise fails to comply with this Section, District will:

- Notify Purchaser in writing. Purchaser will have sixty (60) days following written notice to comply with this Section, which compliance will be solely determined by the District. During this time, purchaser may contact the District in writing to discuss the circumstances or other relevant facts giving rise to the non-compliance or the District's determination of non-compliance. The parties agree that they will use their best efforts to resolve any disputes and address non-compliance cooperatively in lieu of a formal enforcement action.
- After sixty (60) days of non-compliance, Purchaser will be charged a monthly Conservation Enforcement Fee equal to the greater of:
 - Two hundred and fifty dollars (\$250); or
 - The amount equal to Purchaser's Maximum Contracted Volume (Section 4 of this Agreement) * 10% of District's Standard Rate (Section 15 of this Agreement).

- If Purchaser fails to comply with this Section for 180 days following the implementation of the Conservation Enforcement Fee, District shall provide notice of default and Purchaser shall have ninety (90) days to cure such default prior to terminating this Agreement per Section 25.

SECTION 12. WATER QUALITY.

Purchaser shall cooperate with and assist District in its efforts to develop and implement plans, programs, and rules to maintain and improve the quality of the water flowing into or impounded within reservoirs owned or used by District; to maintain the existing uses of the water impounded in reservoirs owned or used by District for public water supply, contact recreation, and high quality aquatic habitat; and to decrease the effects of eutrophication and siltation upon the storage capacity and uses of reservoirs owned or used by District. Such plans, programs, and rules may include, but are not limited to, matters involving water conservation; water quality; construction, operation, and regulation of wastewater collection, treatment, and disposal facilities; siting and operation of solid waste transfer and disposal facilities; non-point source pollution control; generation, storage, transportation, and disposal of hazardous substances; sedimentation due to construction activities; improper farming practices; and highly erodible soil.

SECTION 13. PAYMENTS BY PURCHASER.

As consideration for the water supply to be provided to Purchaser under this Agreement, Purchaser agrees that beginning with the Annual Payment Period commencing on October 1, 2024, Purchaser's Annual Payment shall be calculated as follows:

A. Determination of Annual Payment.

The term "Annual Payment" means the amount of money to be paid to District by Purchaser during each Annual Payment Period as defined in the Amendatory Contract. An Annual Payment Period is from October 1 until September 30 of the following year. Purchaser shall make monthly

payments based on actual raw water usage multiplied by the District's Standard Rate as defined in Section 14 herein, in effect on the first (1st) day of the applicable Annual Payment Period. Payment and a report of the amount of water used are due by the tenth (10th) day of the following month. For example, water usage for the month of January should be submitted no later than February 10th.

B. Determination of Adjusted Annual Payment.

The term "Adjusted Annual Payment" means the Annual Payment, as adjusted during or after each Annual Payment Period, as provided by this Agreement. At the close of each Annual Payment Period, District shall determine, with the cooperation of Purchaser, the actual amount of water diverted and used by Purchaser during the Annual Payment Period. District shall calculate Purchaser's Adjusted Annual Payment by multiplying District's audited Standard Rate applicable to the Annual Payment Period in accordance with this Agreement times the actual amount of water diverted and used from the Project expressed in thousands of gallons.

The difference, if any, between the Annual Payment paid by Purchaser during the Annual Payment Period and the Adjusted Annual Payment, when determined, shall be applied as a credit or debit to Purchaser's account with District and shall be credited or debited in one-twelfth (1/12th) increments to Purchaser's next twelve (12) monthly payments, or as otherwise agreed upon between District and Purchaser, provided that the total amount of the credit or debit shall be made within the next twelve (12) months.

C. Dispute.

If Purchaser at any time disputes the amount to be paid by it to District, Purchaser shall nevertheless promptly make the disputed payment or payments, but if it is subsequently determined by agreement or court decision that the disputed amount paid by Purchaser should have

been less or more, District shall promptly revise and reallocate Purchaser's Annual Payment in a manner that Purchaser or District will recover the amount due.

If a court, the Commission, or any federal or state regulatory authority finds that District's rates or policies for delivering water to Purchaser under this Agreement are unreasonable or otherwise unenforceable, District has the option to terminate this Agreement without liability to Purchaser. By signing this Agreement, Purchaser stipulates and agrees that District and its other customers will be prejudiced if Purchaser avoids the obligation to pay the rates for water specified in this Agreement while accepting the benefits of obtaining water from District. Nothing in this Agreement shall be construed as constituting an undertaking by District to furnish water to Purchaser except pursuant to the terms of this Agreement. If Purchaser initiates or participates in any proceeding regarding District's rates and policies under this Agreement and advocates a position that is adverse to District and District prevails, Purchaser shall pay District for its expenses, including attorneys' fees, in the proceeding within fifteen (15) days after District's demand for payment. Purchaser stipulates and agrees that the rates and policies specified in this Agreement are just, reasonable, and without discrimination.

SECTION 14. RATE.

Pursuant to the Amendatory Contract and the discussion below, Purchaser specifically agrees to pay the rate per 1,000 gallons (U.S. Standard Liquid Measure) of water equal to District's Standard Rate, which for any given year shall be the rate charged by District to the Initial Contracting Parties for water sales in effect on the first (1st) day of such year pursuant to Section 4 of the Amendatory Contract.

Failure to pay any payment due District shall be sufficient grounds for District to exercise any remedy available to District under this Agreement.

SECTION 15. MEASUREMENT.

Purchaser shall provide, operate, maintain, and read meters which shall record water taken by Purchaser from District at Purchaser's Diversion Point(s). Water shall be measured through conventional types of approved meter(s). Purchaser shall keep accurate records of all measurements of water required under this Agreement, and the measuring device(s) and such records shall be open for District inspection at all times. District shall have access to Purchaser's metering equipment at all reasonable times. This access shall include authorization for District to install, inspect, adjust, or test measuring and recording equipment. Upon written request of District, Purchaser will give District copies of such records or permit District to have access to the same in Purchaser's office during reasonable business hours. If requested in writing by District and not more than once in each calendar month, on a date as near the end of such calendar month as practical, Purchaser shall calibrate its raw water meter(s) in the presence of a District representative, and District and Purchaser shall jointly observe any adjustments that shall be necessary. If District shall in writing request Purchaser to calibrate its raw water meter(s), Purchaser shall give District notice of the time when any such calibration is to be made and, if a representative of District is not present at the time set, Purchaser may proceed with the calibration and adjustment in the absence of any representative of District.

If, upon any test of the raw water meter(s), the percentage of inaccuracy of such metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then registration thereof shall be corrected for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If any meter(s) are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water

delivered through the period such meter(s) are out of service or out of repair shall be estimated and agreed upon by District and Purchaser upon the basis of the best data available, and, upon written request by District, Purchaser shall install new meter(s) or repair existing meter(s) within a reasonable time not to exceed one hundred eighty (180) days. Upon Purchaser's refusal to install new meter(s) or repair existing meter(s) or after one hundred eighty (180) days following District's request to do so, District, at its option, may install new meters or repair existing meters at Purchaser's cost. District shall recover its cost of labor and materials by billing Purchaser in twelve (12) equal monthly installments on or before the tenth (10th) day of each month. If District and Purchaser fail to agree on the amount of water delivered during such period, the amount of water delivered may be estimated by:

(a) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or

(b) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

All books and records pertaining to this Agreement shall be open and available for copying, inspection, and audit by District.

SECTION 16. SOURCE AND ADEQUACY OF SUPPLY.

Water supplied by District to Purchaser under this Agreement shall be water stored by District in the Project and from no other source, unless District, at its sole discretion, decides to supply water from another source available to District. District will use its best efforts to remain in a position to furnish raw water sufficient for the reasonable demands of Purchaser. District's agreement to provide water to Purchaser shall not be deemed a guarantee on District's part that any particular quantity of water will be available, and the quantity of water taken shall at all times be

subject to the right of District to reduce said quantity of water as District, in its sole judgment, may deem necessary in order to meet District's commitments under the Amendatory Contract, comply with any order of any court or administrative body having appropriate jurisdiction, reduce flooding, or prevent injury.

District has adopted a Water Conservation and Drought Contingency and Emergency Demand Management Plan. With respect to water provided to Purchaser under this agreement, if Purchaser fails to implement District's and its own emergency demand management plans when trigger conditions occur, District's General Manager is authorized to institute rationing pursuant to the Amendatory Contract and any other applicable wholesale water contracts, including this Agreement, as well as to enforce any contractual, statutory, or common law remedies available to District necessary to protect the public welfare. District water made available to Purchaser when Purchaser is not in compliance with District's Water Conservation and Drought Contingency and Emergency Demand Management Plan will be reduced to the amount of water that District's General Manager estimates would be necessary to satisfy Purchaser's demand if Purchaser was operating in compliance with both District's and Purchaser's emergency demand management plans.

District's rights to maintain and operate the reservoirs owned or used by District and its water transportation facilities and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent District may see fit is recognized by Purchaser, and, except as otherwise provided herein, there shall be no obligation hereunder upon District to release or not to release any impounded waters at any time or to maintain any waters at any specified level.

SECTION 17. RAW WATER QUALITY.

The water which district offers to sell to Purchaser is non-potable, raw, and untreated. Purchaser has satisfied itself that such water is suitable for its needs. District expressly disclaims any warranty as to the quality of the raw water or suitability of the raw water for its intended purpose. District expressly disclaims the warranties of merchantability and fitness. Purchaser agrees that any variation in the quality or characteristics of the raw water offered for sale as provided by this agreement shall not entitle purchaser to avoid or limit its obligation to make payments provided for by this agreement. There are no warranties which extend beyond the description contained in this agreement.

SECTION 18. RETURN FLOWS.

Purchaser acknowledges that some of the water supplied to it by District may be returned to watercourses in the Trinity River Basin as return flows, which for purposes of this Agreement, are termed System Return Flows. District and Purchaser believe that the most economical means for meeting some of the future demands of District's customers may involve the use of return flows to extend or enhance the yield of the System. In this regard, District will, with Purchaser's cooperation, study the potential benefits to the System that can be realized through the use of return flows. In anticipation that District will determine that use of return flows is both feasible and economical, Purchaser agrees that, other than for purposes of liability, District retains title to all system water, and has the right, subsequent to Purchaser's use of System water, to make whatever reuse of the water District deems necessary. Purchaser will receive no compensation, credit, or offset for making System Return Flows available to District.

To the extent that Purchaser resells Project water to others, Purchaser shall include language in any contract for resale of Project water assigning System Return Flows to the District and requiring cooperation with the District in making System Return Flows available to District.

Similarly, to the extent that Purchaser does not treat its wastewater, Purchaser shall include language in any wastewater treatment contract assigning System Return Flows to District and requiring cooperation with District in making System Return Flows available to District. Neither Purchaser nor its customers will be entitled to consideration or credit of any type, either in exchange of water, money, or other consideration, for the System Return Flow assigned back to the District.

SECTION 19. TITLE.

Title for liability purposes to all water supplied hereunder to Purchaser shall be in District up to the Point(s) of Delivery, at which point title for liability purposes shall pass to Purchaser. While title for liability purposes remains in a party, to the greatest extent allowed by law, that party hereby agrees to save and hold the other party harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of said water.

SECTION 20. OTHER CHARGES.

In the event that any sales or use taxes, or taxes, assessments, or charges of any similar nature, are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the water received by Purchaser from the Project, the amount of the tax, assessment, or charge shall be borne by Purchaser, in addition to all other charges, and whenever District shall be required to pay, collect, or remit any tax, assessment, or charge on water received by Purchaser, then Purchaser shall promptly pay or reimburse District for the tax, assessment, or charge in the manner directed by District.

SECTION 21. RESPONSIBILITY FOR USAGE AND METERING

PURCHASER IS SOLELY RESPONSIBLE FOR THE ACCURATE METERING AND REPORTING OF ALL WATER TAKEN FROM THE SYSTEM AS DESCRIBED IN SECTION 13A AND SECTION 15 OF THIS AGREEMENT. PURCHASER IS ALSO SOLELY RESPONSIBLE FOR CORRECTING INACCURATE METERING AND REPORTING AS SOON AS POSSIBLE AFTER THE INACCURACY IS DISCOVERED.

IF, DURING THE TERM OF THIS AGREEMENT, PURCHASER FAILS TO ACCURATELY REPORT WATER USAGE UNDER THE TERMS OF THIS AGREEMENT AS A RESULT OF A PASSIVE OR INTENTIONAL ACT, THE DISTRICT WILL CONSIDER PURCHASER TO BE IN BREACH OF CONTRACT AND RESERVES THE RIGHT TO TAKE ACTION UP TO AND INCLUDING ASSESSING PENALTIES ON PAST DUE AMOUNTS AND UNREPORTED USAGE; CHARGING FEES FOR TRWD STAFF TO READ, REPAIR, OR REPLACE METERS; TERMINATION OR CHANGE TO A TEMPORARY (PRE-PAID) CONTRACT; AND/OR LEGAL ACTION. A PASSIVE AND/OR INTENTIONAL ACT WHICH MAY LEAD TO INACCURATE METERING AND REPORTING INCLUDE, BUT ARE NOT LIMITED TO:

- A. METER TAMPERING, BYPASS, OR DIVERSION
- B. FAILING TO INSPECT, MAINTAIN, OR CALIBRATE THE METER
- C. CHANGING OR REPAIRING THE METER, PUMP, PIPELINES, OR ANY COMPONENT OF THE PURCHASER'S SYSTEM WITHOUT PRIOR NOTIFICATION
- D. FAILING TO SELF-REPORT USAGE MONTHLY
- E. SUBMITTING FALSE USAGE REPORTS

SECTION 22. DEFAULT IN PAYMENTS.

All amounts due and owing to District by Purchaser shall, if not paid when due, bear interest at the Texas post-judgment interest rate set out in the STATE OF TEXAS PROMPT PAYMENT ACT, TEXAS GOVERNMENT CODE, CHAPTER 2251, or any successor statute, from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate permitted by law. If any amount due and owing by Purchaser to District is placed with an attorney for collection, Purchaser shall pay to District, in addition to all other payments provided for by this Agreement, including interest, District's collection expenses, including court costs and attorneys' fees. District shall, to the extent permitted by law, suspend delivery of water from the Project to Purchaser if Purchaser remains delinquent in any payments due hereunder for a period of sixty (60) days and shall not resume delivery of water while Purchaser is so delinquent and may, at its option, terminate this Agreement without further liability to Purchaser. District shall pursue all legal remedies against Purchaser to enforce and protect the rights of District, District customers, and the holders of District's bonds. It is understood that the foregoing provisions are for the benefit of the holders of District's bonds.

SECTION 23. TERMINATION.

If District decides to terminate this Agreement, as provided by this Agreement, District shall deliver written notice of the decision to Purchaser. Purchaser shall discontinue taking water from District or its facilities and physically seal Purchaser's diversion facilities within one hundred eighty (180) days after District delivers written notice to Purchaser.

SECTION 24. WAIVER AND AGREEMENT.

Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by District or Purchaser shall not be deemed a waiver by Purchaser or District of the right in the future to demand strict compliance and performance of any provision of this

Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement, except the right of District to receive the Annual Payment which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of the default.

No officer or agent of District or Purchaser is authorized to waive or modify any provision of this Agreement. No modifications to or rescission of this Agreement may be made except by a written document signed by District's and Purchaser's authorized representatives.

SECTION 25. REMEDIES.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing, however, that failure in the performance of any party's obligations hereunder could not be adequately compensated in money damages alone, each party agrees in the event of any default on its part that each party shall have available to it the equitable remedy of mandamus and specific performance, in addition to any other legal or equitable remedies (other than termination) which also may be available to District.

SECTION 26. INDEMNITY.

BY SIGNING THIS AGREEMENT, PURCHASER AGREES, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, THAT IT RELINQUISHES AND DISCHARGES AND WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS DISTRICT AND DISTRICT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL

CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS AND OF EVERY KIND AND CHARACTER WHATSOEVER (INCLUDING BUT NOT LIMITED TO ALL COSTS OF DEFENSE, SUCH AS FEES AND CHARGES OF ATTORNEYS, EXPERT WITNESSES, AND OTHER PROFESSIONALS INCURRED BY DISTRICT AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR INCIDENT TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE, OR ECONOMIC LOSS AND ANY CLAIM THAT MAY ARISE IN CONNECTION WITH THE QUALITY, QUANTITY, USE, MISUSE, IMPOUNDMENT, DIVERSION, TRANSPORTATION, AND MEASUREMENT OF PROJECT WATER AND ANY CLAIM THAT MAY ARISE AS A RESULT OF INSTALLATION, INSPECTION, ADJUSTING, OR TESTING OF MEASURING AND RECORDING EQUIPMENT INVOLVING PURCHASER'S DIVERSION OF DISTRICT WATER, AS WELL AS ANY CLAIM THAT MAY ARISE FROM ANY CONDITION OF PURCHASER'S FACILITIES, SEPARATE OPERATIONS BEING CONDUCTED ON PURCHASER'S FACILITIES, OR THE IMPERFECTION OR DEFECTIVE CONDITION, WHETHER LATENT OR PATENT, OF ANY MATERIAL OR EQUIPMENT SOLD, SUPPLIED, OR FURNISHED BY DISTRICT. THIS INDEMNIFICATION AND RELEASE SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

SECTION 27. FORCE MAJEURE.

If, for any reason of force majeure, either District or Purchaser shall be rendered unable, wholly or in part, to carry out its obligation under this Agreement, other than the obligation of Purchaser to make the payments required under the terms of this Agreement, then if the party shall

give notice of the reasons in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving the notice, so far as it is affected by the "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure," as used in this Agreement, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply, including pollution (accidental or intentional), and any inability on the part of District to deliver water, or of Purchaser to receive water, on account of any other cause not reasonably within the control of the party claiming the inability.

SECTION 28. NON-ASSIGNABILITY.

Purchaser understands and agrees that any assignment of rights or delegation of duties under this Agreement is void without the prior written consent of District. Such written consent shall not be unreasonably delayed, withheld, or denied.

SECTION 29. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and District shall not be construed to be responsible for Purchaser's contracts or commitments by virtue of this Agreement or any provision contained herein.

SECTION 30. RELATIONSHIP OF THE PARTIES.

This Agreement is by and between District and Purchaser and is not intended, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association as between District and Purchaser nor between District and any officer, employee, contractor, or representative of Purchaser. No joint employment is intended or created by this Agreement for any purpose. Purchaser agrees to so inform its employees, agents, contractors, and subcontractors who are involved in the implementation of or construction under this Agreement.

SECTION 31. SOLE AGREEMENT.

Except for the Amendatory Contract, this Agreement constitutes the sole and only agreement of Purchaser and District and supersedes any prior understanding or oral or written agreements between District and Purchaser respecting the subject matter of this Agreement, including any oral or written agreement with District that Purchaser obtained by assignment.

SECTION 32. SEVERABILITY.

The provisions of this Agreement are severable, and if, for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

SECTION 33. NOTICES.

All notices, payments, and communications (collectively "notices") required or allowed by this Agreement shall be in writing and be deemed to have been given and received (a) by hand-delivery or courier; or (b) on the third business day after depositing the notice in the United States mail, postage prepaid, registered or certified, with return receipt requested, and addressed to the party to be notified; or (c) when sent by email to RawWaterContracts@trwd.com and upon the

receipt by the Purchaser of written confirmation by the District; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Each party will be entitled to assume, in the absence of any knowledge to the contrary, that any person signing any notice or other written communication issued in respect of this Agreement on behalf of a party is an Authorized Person of that party. Either party may change its physical or email address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

SECTION 34. PLACE OF PERFORMANCE.

All acts performable under the terms of this Agreement and all amounts due under this Agreement, including but not limited to payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Tarrant County, Texas, said Tarrant County, Texas, being the place of performance agreed to by the parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Tarrant County, Texas or the appropriate Federal District Court.

SECTION 35. DUPLICATE ORIGINALS.

Purchaser and District, acting under the authority of their respective governing bodies, shall authorize the execution of this Agreement in several counterparts, each of which shall be an original.

Each party represents and warrants that the person or persons executing this Agreement has the legal authority to do so on behalf of their respective party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

EFFECTIVE as of the date signed by the authorized representative of District.

TARRANT REGIONAL WATER DISTRICT,
A Water Control and Improvement District
800 East Northside Drive
Fort Worth, TX 76102-1016
Attn.: General Manager

BY: _____
Dan Buhman
General Manager

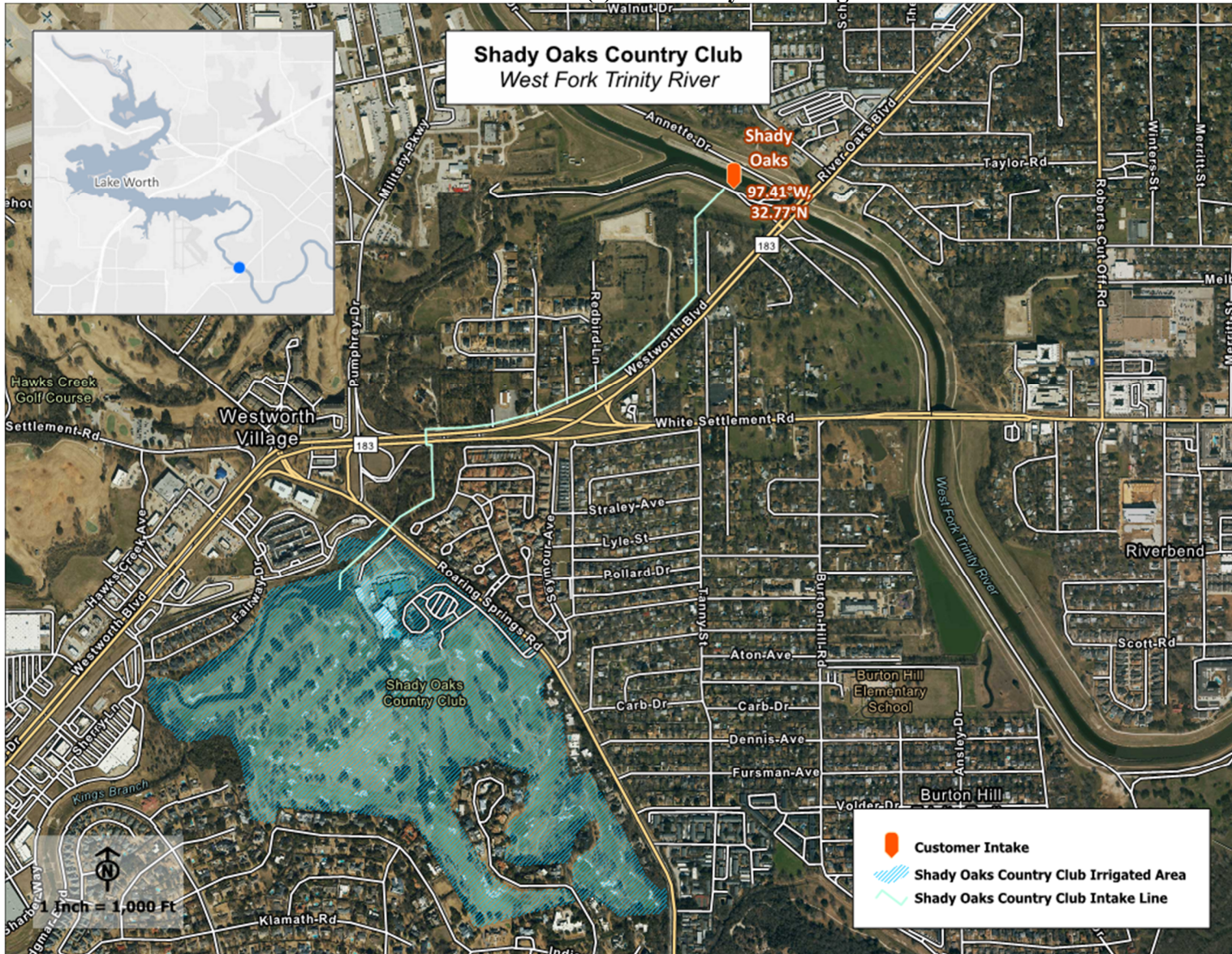
DATE: _____

Shady Oaks Country Club, Inc.
320 Roaring Springs Rd
Westworth, TX 76114
Attn: General Manager

BY: _____
Justin May
General Manager

DATE: _____

Exhibit 1 Location of Point(s) of Delivery and Irrigated Area



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: April 21st, 2026

SUBJECT: Consider Approval of Resolution Authorizing the District to Submit an Application to the United States Bureau of Reclamation to Obtain Funding and to Enter into an Agreement with the United States Bureau of Reclamation to Receive Funding for the Marty Leonard Wetland Reuse Project

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of the resolution approving the submittal of a grant application to the United States Bureau of Reclamation under the WaterSMART Large-Scale Water Recycling Program funding opportunity for the Marty Leonard Wetland Reuse project and entering into an agreement to receive the grant as well as authorizing the General Manager or Chief Financial Officer (each, an “Authorized Officer”) to execute the agreement for and on behalf of the District.

DISCUSSION:

The District’s submitted a feasibility study to the Large-Scale Water Recycling Program for the Marty Leonard Wetland Reuse (Cedar Creek Wetland) project in November 2025. The feasibility study was accepted in March 2026 and the Marty Leonard Wetland Reuse Project is now eligible to apply for available funding under the WaterSMART Large-Scale Water Recycling Program.

Funding Opportunity R25AS00322 allocated an additional \$130 million in available funding for the WaterSMART Large-Scale Water Recycling Program. Through the WaterSMART Program, the Bureau of Reclamation provides financial assistance to support water management improvements, planning and design activities, watershed management projects, a comprehensive approach to drought planning, implementation actions to proactively address water shortages, and other similar projects that contribute to sustainability in the Western United States. The WaterSMART Large-Scale Water Recycling Program provides funding to projects that reclaim and reuse municipal, industrial, domestic or agricultural wastewater or impaired groundwater or surface water and have a total project cost of \$500 million or more at 25% Federal cost share. The approved funds must be spent within three years of the application (through May 13, 2029). The District is planning to request \$20 - \$25 million in funding. Historically the recipients are notified four to six months after the application deadline.

Management is requesting the Board approve a resolution allowing the District to submit a grant application to the United States Bureau of Reclamation under the WaterSMART Large-Scale Water Recycling Program funding opportunity for the Marty Leondard Wetland Reuse project and entering into an agreement to receive the grant as well as authorizing the General Manager or Chief Financial Officer (each, an “Authorized Officer”) to execute the agreement for and on behalf of the District.

This item was reviewed by the Finance and Audit Committee on April 10, 2026.

Submitted By:

Sandy Newby
Chief Financial Officer

**RESOLUTION OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT,
A WATER CONTROL AND IMPROVEMENT DISTRICT,
AUTHORIZING APPLICATION FOR WATERSMART LARGE-SCALE
WATER RECYLING PROJECTS GRANT**

WHEREAS, the Tarrant Regional Water District, a Water Control and Improvement District (the “District”) is a political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to the general laws of the State of Texas, including Chapters 49 and 51, Texas Water Code, and pursuant to the provisions of Chapter 268, Acts of 1957, 55th Legislature of Texas, Regular Session, as amended;

WHEREAS, the United States Bureau of Reclamation (“Reclamation”) is soliciting applications for authorized projects for WaterSMART: Large-Scale Water Recycling Projects per Funding Opportunity No. R25AS00322 (the “Program”); and

WHEREAS, the District is preparing a grant application under this Program for design and construction of the Marty Leonard Wetland Reuse (Cedar Creek Wetland) project with an application deadline of May 13, 2026; and

WHEREAS, Reclamation has directed applicants to include in its application an official resolution adopted by the applicant’s board of directors or governing body verifying 1) the identity of the official with legal authority to enter into an agreement, 2) the board of directors, governing body, or appropriate official who has reviewed and supports the application submitted, and 3) that the applicant will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Tarrant Regional Water District, A Water Control and Improvement District as follows:

1. The District is authorized to submit application to Reclamation to obtain Program Funding per Funding Opportunity No. BR25AS00322; and
2. The District has legal authority to enter into an agreement with Reclamation to receive a grant; and
3. The Board of Directors has reviewed and supports the application that will be submitted; and
4. The District General Manager, or his designee, is hereby authorized to enter into an agreement with Reclamation for the Program. The District will work with Reclamation to meet established deadlines to obtain the aforementioned grant funding.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF APRIL, 2026.

TARRANT REGIONAL WATER DISTRICT

BY: _____
Leah M. King, President
Board of Directors

ATTEST:

C.B Team, Secretary

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS :
COUNTY OF TARRANT :
TARRANT REGIONAL WATER DISTRICT,
A WATER CONTROL AND IMPROVEMENT DISTRICT :

We, the undersigned officers of the Board of Directors of said District, hereby certify as follows:

1. The Board of Directors of said District convened in REGULAR MEETING ON THE 21ST DAY OF APRIL, 2026, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

Leah M. King President
Paxton Motheral Vice President
C.B. Team Secretary
Skylar O’Neal Director
Johnathan Killebrew Director

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION OF THE BOARD OF DIRECTORS OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, AUTHORIZING APPLICATION FOR WATERSMART LARGE-SCALE WATER RECYLYING PROJECTS GRANT

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. That a true, full, and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting,

and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 21st day of April, 2026.

Secretary, Board of Directors

President, Board of Directors

SEAL

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: April 21, 2026

SUBJECT: Consider Approval of Texas Water Development Board SWIFT Application for TRWD, Mary's Creek Indirect Water Reclamation Project, Revenue Bonds

FUNDING: N/A

RECOMMENDATION:

Management recommends approval to request financial assistance from the Texas Water Development Board (TWDB) as part of the State Water Implementation Fund for Texas (SWIFT) low-interest loan program.

DISCUSSION:

The Texas Water Development Board (TWDB) provides annual support to help communities develop and optimize water supplies at cost-effective rates through the State Water Implementation Fund for Texas (SWIFT) program. Management is requesting approval to apply for this program for the upcoming contract revenue bonds required for the design and construction of the Mary's Creek Indirect Water Reclamation Project. This project includes the design and construction of a channel dam across Mary's Creek, an intake structure and pump station, and a pipeline connection.

The District is applying for the low-interest portion of the program which offers loans at below market interest rates. The TWDB has approved the abridged application submitted by the District, and this approval by the Board will be to continue with the full application. Attached is the required documentation for TWDB.

This item was reviewed by the Finance and Audit Committee on April 10, 2026.

Submitted By:

Sandy Newby
Chief Finance Officer

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF _____ §

APPLICANT _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____ as the Authorized Representative of the _____, who being by me duly sworn, upon oath says that:

1. The decision by the _____ (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing such notice as required by such Act as is applicable to the _____ (authority, city, county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The _____ (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The _____ (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

_____.

5. The _____ (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The _____ (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The _____ (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

Official Representative

Title: President

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this _____ day of _____, 20 ____.

(NOTARY'S SEAL)

Notary Public, State of Texas

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF _____ §
APPLICANT _____ §

I, the undersigned, Secretary of the _____ Texas,
DO HEREBY CERTIFY as follows:

1. That on the _____ day of _____, 20____, a regular/special meeting of the _____ was held; the duly constituted members of the _____ being as follows:

_____ all of whom were present at the meeting, except the following:

_____ Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the _____ of the _____ requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the _____ for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____ and seconded by _____, the resolution was passed and adopted by the _____ by the following vote:

_____ voted "For" _____ voted "Against" _____ abstained

all as shown in the official minutes of the _____ for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the _____; the qualified and acting members of the _____ on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the _____; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the _____, this the _____ day of _____, 20_____.

Secretary

(SEAL)

Application Filing and Authorized Representative Resolution

A RESOLUTION by the _____ of the _____ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE _____ OF THE _____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ _____ to provide for the costs of _____.

SECTION 2: That _____ be and is hereby designated the authorized representative of the _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the _____ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: _____

Engineer: _____

Bond Counsel: _____

PASSED AND APPROVED, this the _____ day of _____, 20____.

ATTEST: _____

By: _____

(Seal)

Assurances Related to State Funds

1. Is the applicant prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition)?
 Yes No

2. *If the applicant is a city or county and is requesting grant funds:* Is the applicant prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans)?
 Yes No
 N/A (not a city or county requesting grant funds)

3. *If the applicant is a city or county and is requesting grant funds:* Has the applicant been sued by the Attorney General under Local Government Code § 364.003 (related to public camping bans)?
 Yes, current posture of the lawsuit:
 No N/A (not a city or county requesting grant funds)

4. *If the applicant is a city, county, or special district/authority and is requesting grant funds:* Is the applicant prohibited from receiving state grant funds under Texas Government Code § 2.103 (related to regulation of firearm suppressors)?
 Yes No
 N/A (not a city, county, or special district/authority requesting grant funds)

5. *If the applicant is a city:* Has the Criminal Justice Division of the Office of the Governor issued a written determination finding that the applicant is a “defunding municipality” under Texas Local Government Code, Chapter 109?
 Yes No
 N/A (not a city, county, or special district/authority requesting grant funds)

Official Representative

Title:

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: April 21, 2026

SUBJECT: Consider Adoption of Resolution Naming the Law Enforcement Facility, as part of the TRWD Service Center, after James Warren Lane

FUNDING: N/A

RECOMMENDATION:

Management recommends adoption of a resolution naming the Law Enforcement Facility, as part of the TRWD Service Center, after James Warren “Jim” Lane.

DISCUSSION:

On June 20, 2023, the TRWD Board of Directors approved naming select facilities in honor of past board members.

Jim Lane dedicated his life to public service, serving on the TRWD Board of Directors for sixteen years, and on the Fort Worth City Council for six terms. During that time, he was a staunch advocate for his city, neighbors and line of duty public servants.

Submitted By:

Dan Buhman
General Manager

Resolution

OF THE BOARD OF DIRECTORS OF THE TARRANT REGIONAL WATER DISTRICT

WHEREAS, James Warren “Jim” Lane dedicated his life to public service, devoting decades of commitment to bettering Fort Worth and serving the people of Texas;

WHEREAS, Jim faithfully served on the Tarrant Regional Water District Board of Directors and the Fort Worth City Council, helping guide critical initiatives in water supply, flood control, and community development;

WHEREAS, his leadership and vision contributed to meaningful and lasting improvements that continue to benefit residents across the region, including the Central City Flood Control Project, Panther Island development plans, and the expansion of recreational opportunities through Tarrant Regional Water District, reflecting his enduring commitment to public service and community impact;

WHEREAS, on JUNE, 20, 2023, the TRWD Board of Directors voted to name the Law Enforcement Facility at the new TRWD Service Center in Jim’s honor, recognizing his legacy, leadership, and lasting contributions to the community;

NOW, THEREFORE, the Board of Directors of Tarrant Regional Water District do hereby proclaim on APRIL, 21, 2026, that from this day forward, the Jim Lane Law Enforcement Facility, as part of the TRWD Service Center, shall be dedicated to James Warren “Jim” Lane and bear his name.

PASSED, APPROVED and ADOPTED THIS 21 DAY OF APRIL, 2026

BY:

ATTEST:

Leah King, President

C.B. Team, Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: April 21, 2026

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, Panther Island, and the Integrated Pipeline Project; and

Section 551.072 of the Texas Government Code, to Deliberate Personnel Matters Related to the Duties and Goals of the General Manager

DISCUSSION:

- Pending litigation
- Real property issues
- Personnel Matters

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: April 21, 2026

SUBJECT: Consider Approval of Second Amendment to Agreement to Exchange Real Property and Approval of a Development Agreement with Panther Island Partners L.P. (“PIP”)

DISCUSSION:

This agenda item is pending negotiations and is subject to review and approval by the TRWD Board of Directors.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 17

DATE: April 21, 2026

SUBJECT: Consider Approval of Authorization to Acquire Real Property by Purchase or by Exercise of Eminent Domain for Mary's Creek Indirect Water Reclamation Project

DISCUSSION:

This agenda item is pending negotiations and is subject to review and approval by the TRWD Board of Directors.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 18

DATE: April 21, 2026

SUBJECT: Consider Approval of Authorization to Acquire Real Property Interests for the Integrated Pipeline 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

May 19, 2026 at 9:00 AM