

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

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

**To Be Held the 18th Day of August 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](https://www.trwd.com/boardvideos). A RECORDING OF THE MEETING
WILL ALSO BE AVAILABLE AT [HTTPS://WWW.TRWD.COM/BOARDVIDEOS](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 Meetings Held on July 7, 2026, and July 21, 2026

4. 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 Contract with PVS DX Inc. to Furnish and Deliver Sodium Hydroxide**

- **Consider Approval of Contract with Southern Ionics, Inc. to Furnish and Deliver Aqua Ammonia**
 - **Consider Approval of Contract Amendment with Brenntag Southwest Inc. for Sodium Hypochlorite**
 - **Consider Approval of Contract Closeout and Final Payment to Archer Western Construction, LLC for the Richland-Chambers Lake Pump Station Backup Sodium Hypochlorite Feed Facility and Hydraulic Actuator Installation**
5. **Consider Approval of Contract Amendment with CDM Smith, Inc. for Final Design of Joint Booster Pump Station Number 2 and Final Expansion Design of Joint Booster Pump Station Number 3 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
 6. **Consider Approval of Contract Amendment with Shermco Industries, Inc. for Electrical Testing Services for the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
 7. **Consider Approval of Interlocal Agreement for Funding of Studies Identified in the August 1, 2025, Final Mediated Agreement Between Regions C and D - Zachary Huff, Water Resources Engineering Director**
 8. **Consider Approval of Raw Water Contract Renewal with Cedar Creek Country Club - Zachary Huff, Water Resources Engineering Director**
 9. **Consider Approval of Contract Amendment with Plummer for Additional Engineering Services to Design the Marty Leonard Wetlands Project- Jennifer Owens, Director of Environmental Services**
 10. **Consider Approval of Contract with Flair Data Systems for Network Infrastructure Equipment and Support - Travis Bird, Information Services Director**
 11. **Consider Approval of Resolution Authorizing a Financing Agreement with the Texas Water Development Board for SWIRFT Funding with the Texas Water Development Board for the Mary's Creek Indirect Water Reclamation Project and Authorizing the General Manager and Chief Financial Officer to Execute the Financing Agreement for and on Behalf of TRWD - Sandy Newby, Chief Financial Officer**
 12. **Vote to Place a Proposal to Adopt a Tax Year 2026 Tax Rate of \$.0273/\$100 on the Agenda for the September 15, 2026, Board of Directors Meeting; and Establish a Date for a Public Hearing to be Held September 10, 2026, at 9:30 AM on the Proposed Tax Year 2026 Tax Rate of \$.0273/\$100 - Sandy Newby, Chief Financial Officer**

13. 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 Conflicts with Chapter 551; and

Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property Related to the Cedar Creek Pipeline Rehabilitation Project

14. Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Cedar Creek Pipeline Rehab Project - Steve Christian, Real Property Director

- **Parcel 8
(Prewitt)**

A permanent easement interest across an approximately 0.0483-acre tract of land and a temporary easement interest across an approximately 0.6668-acre tract of land, each located in the W. Newell Survey, Abstract No. 593, Henderson County, Texas, together with the right to remove encroachments

15. Future Agenda Items

16. Schedule Next Board Meeting

17. Adjourn

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 7th DAY OF JULY 2026 AT 9:00 A.M.

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

Present

Leah King

Paxton Motheral (joined the meeting at 9:02)

C.B. Team (joined the meeting at 9:09)

Skylar O'Neal

Johnathan Killebrew

Also present were Dan Buhman, Chris Akers, Darrell Beason, Travis Bird, Lisa Cabrera, John Farris, Ellie Garcia, Jason Gehrig, Zachary Huff, Shelby Lyon, Mick Maguire, Jennifer Mitchell, Sandy Newby, Jennifer Owens, and Kathleen Ray 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 Ambika Sharma, who spoke regarding the budget.

3.

The Board of Directors discussed the proposed Fiscal Year 2027 Revenue Fund Budget.

4.

The Board of Directors did not meet in executive session.

5.

There were no future agenda items approved.

6.

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

7.

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

President

Secretary

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 21st DAY OF JULY 2026 AT 9:00 A.M.

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

Present

Leah King
Paxton Motheral
C.B. Team
Skylar O'Neal (virtual)

Absent

Johnathan Killebrew

Also present were Dan Buhman, Chris Akers, Darrell Beason, Frank Beaty, Lisa Cabrera, Rick Carroll, Steve Christian, Dustan Compton, John Farris, Ellie Garcia, Natasha Hill, Zach Huff, Rachel Ickert, Gary Moseley, Sandy Newby, Jennifer Owens, 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 Alexander Montalvo, who spoke regarding data centers. Public comment was received from Brent Muecke, who spoke regarding TCEQ, water, and air. Public comment was received from Ambika Sharma, who spoke regarding general comments.

3.

Director Team moved to approve the minutes from the meeting held on June 16, 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:

- 1) Change in the calculation of retainage being held for Lambda Construction, Ltd. to the amount of \$622,894.55, equivalent to five percent of the contract price for the Lake Palestine High Voltage Project of the Integrated Pipeline Project. The total current contract price is \$12,457,891. All remaining contract payments will be made in full, the Board having found satisfactory progress is being made, and that the amount retained is in excess of the amount adequate for the protection of TRWD. Any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule. 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.
- 2) Change in the calculation of retainage being held for BAR Constructors, Inc. to the amount of \$3,479,095.67, equivalent to five percent of the contract price for Dallas Phase 3 Opencut Pipeline Section 19-1 Part A of the Integrated Pipeline Project. The total current contract price is \$69,581,913.46. All remaining contract payments are to be made in full, the Board having found satisfactory progress is being made, and that the amount retained is in excess of the amount adequate for the protection of TRWD. Any changes to the contract price by change order or alternate base

bid work for the project will require adjustment to the retainage schedule. 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.

- 3) Credit change order with BAR Constructors Inc. in the amount of (\$691,100.23) for unused contract additional unit price bid items, unused extra work items and allowance items remaining in the IPL Lake Palestine Pump Station Intake and Wetwell Package 1. The current contract price is \$54,114,883.34 and the revised not-to-exceed contract amount, including this change order, is \$53,423,783.11. Retainage for the revised contract price will remain at \$1,172,408.86 and be released at final completion, plus current earnings of \$3,027.36. Final payment to BAR Constructors Inc. will be \$1,175,436.22. 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 Team seconded the motion, and the votes were 4 in favor, 0 against.

5.

With the recommendation of management, Director Team moved to approve a change order with BAR Constructors, Inc., in the amount of (\$531,050) to revise the contract specifications to allow the use of ASME RTP-1 storage tanks as an approved alternative at Lake Palestine Pump Station. The current contract amount is \$131,091,528. Upon approval of this change order, the revised not-to-exceed contract amount will be \$130,560,478. 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 Team moved to approve release of retainage and final payment in the amount of \$1,175,436.22 and contract closeout with BAR Constructors, Inc. for IPL Lake Palestine Pump Station Intake and Wetwell. The original contract value was \$53,826,721, the approved change orders to date total \$288,162.34, and the final contract amount is \$54,114,883.34. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with the contract. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against.

7.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$60,000 with NatureLinks, LLC for residential conservation landscape evaluation services. The contract has up to three (3) annual renewal options that could extend the contract through fiscal year 2029 for a total potential cost not-to-exceed \$240,000, as long as budgeted funds are available. Funding for this item is included in the Fiscal Year 2026 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against.

8.

With the recommendation of management, Director Motheral moved to approve capital fleet expenditures in the amount of \$253,760 from Caldwell Country Chevrolet, ATS Outdoors, and Holt Caterpillar, as detailed below.

Specific Unit	Fund	Cooperative Purchasing Agreement	Vendor	Vendor Total
2026 Chevrolet Traverse	General Fund	BuyBoard Contract #724-23	Caldwell Country Chevrolet	\$45,330.00
Exmark Lazer D-Series 144-inch Zero-Turn Mower	General Fund	OMNIA Partners Contract #20469	ATS Outdoors	\$68,399.00
Caterpillar 275 XE Skid Steer Loader	Revenue Fund	Sourcewell Contract #011723-CAT	Holt Caterpillar	\$140,031.00
TOTAL				\$253,760.00

In addition, the General Manager, or his designee, is granted authority to execute all documents associated with these expenditures. Funding for this item is included in the Fiscal Year 2026 General Fund and Revenue Fund Budgets. Director Team seconded the motion, and the votes were 4 in favor, 0 against.

9.

With the recommendation of management, Director Motheral moved to approve a contract in the amount of \$380,945 with Storm Water Systems, Inc. for a Bandalong Litter Trap, a floating litter collection device. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this contract. Funding for this item is included in the Fiscal Year 2026 General Fund Budget. Director Team seconded the motion, and the votes were 4 in favor, 0 against.

10.

With the recommendation of management, President King moved to re-appoint G.K. Maenius and Jay Chapa to the Board of Directors of the Trinity River Vision Authority for four-year terms. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against.

11.

Presentations

- Water Resources presented by Rachel Ickert, Chief Engineering Officer
- 2026 Water is Awesome Campaign presented by Jennifer Owens, Environmental Services Director, and Dustan Compton, Conservation Manager
- Cedar Creek June 23rd Open House presented by Natasha Hill, Communications and Outreach Director and Zachary Huff, Water Resources Engineering Director

The Board of Directors recessed for a break from 10:03 a.m. to 10:10 a.m.

12.

The Board next held an Executive Session commencing at 10:11 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 Conflicts with Chapter 551, Texas Government Code; and Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property related to the Cedar Creek Pipeline Rehab Project.

Upon completion of the executive session at 10:51 a.m., the President reopened the meeting.

13.

With the recommendation of management, Director Team moved to approve authority to acquire, by purchase, interests in the following described tracts, which are necessary for the public use and purpose of construction and operation of the Cedar Creek Pipeline Rehab Project.

Leasehold interest for a 25-year lease term across an approximately 1.8682-acre tract of land situated in the H. Jeffries Survey, Abstract No. 393, and the W. Jowers Survey, Abstract No. 409, Henderson County, Texas, and being a portion of that certain 1,492.169-acre tract conveyed to Sands Ranch, LLC by deed filed for record in Henderson County Clerk's Instrument No. 2020-00006019, Official Public Records, Henderson County, Texas, and being further described in the accompanying resolution and in the survey attached thereto for the total compensation of \$10,000.00.

EXHIBIT "A"

TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE REPLACEMENT
AND CC1 IMPROVEMENTS

PARCEL NO. 1
H. JEFFRIES SURVEY, ABSTRACT NO. 393 &
W. JOWERS SURVEY, ABSTRACT NO. 409
HENDERSON COUNTY, TEXAS

BEING a 1.8682 acre tract of land located in the H. Jeffries Survey, Abstract No. 393 and the W. Jowers Survey, Abstract No. 409, Henderson County, Texas, said 1.8682 acre tract of land being a portion of a called 1,492.169 acre tract of land conveyed to **SANDS RANCH, LLC**, by deed thereof filed for record in Henderson County Clerk's Instrument No. 2020-00006019, Official Public Records, Henderson County, Texas (O.P.R.H.C.T.), said 1.8682 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3 inch metal post found at a southeast property corner of the said 1,492.169 acre tract, same being a northwest property corner of a called 955.942 acre tract of land conveyed to Hornbrook Mountain, LLC, by deed thereof filed for record in Henderson County Clerk's Instrument No. 2020-00006015, O.P.R.H.C.T.;

THENCE along a south property line of the said 1,492.169 acre tract a north property line of the said 955.942 acre tract the following courses and distances:

South 88°14'41" West, a distance of 727.18 feet;

North 31°46'57" West, a distance of 8.33 feet;

North 08°10'36" East, a distance of 39.94 feet;

South 88°15'35" West, a distance of 43.79 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set at the **POINT OF BEGINNING** of the herein described tract, said beginning point having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,791,206.60 and E: 2,657,502.31;

THENCE South 88°15'35" West, continuing along the said property lines, a distance of 37.89 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (all corners hereinafter are monumented as such unless noted otherwise), from which a 1/2 inch iron rod found (Controlling Monument) at a southwest property corner of the said 1,492.169 acre tract, same being a northwest property corner of the said 955.942 acre tract bears South 88°15'35" West, a distance of 21.69 feet, and being at the beginning of a non-tangent curve to the left having a radius of 177.50 feet;

THENCE departing the said property lines, over and across the said 1,492.169 acre tract the following courses and distances:

With said curve to the left, an arc length of 131.99 feet, and across a chord which bears North 30°07'24" East, a chord length of 128.97 feet;

North 08°49'15" East, a distance of 358.98 feet;

North 08°10'23" East, a distance of 724.04 feet;

North 07°39'42" East, a distance of 485.59 feet;

North 09°25'07" East, a distance of 156.69 feet;

North 11°46'39" East, a distance of 154.74 feet;

North 09°50'23" East, a distance of 135.77 feet;

North 19°03'56" East, a distance of 119.40 feet to the beginning of a non-tangent curve to the right having a radius of 147.50 feet;

With said curve to the right, an arc length of 191.92 feet, and across a chord which bears North 51°53'56" East, a chord length of 178.67 feet;

PARCEL 1 ~ SANDS RANCH, LLC

North 89°10'29" East, a distance of 335.21 feet;

North 89°36'48" East, a distance of 198.31 feet;

North 89°30'39" East, a distance of 189.95 feet;

North 89°52'46" East, a distance of 196.11 feet to an east property line of the said 1,492.169 acre tract, same being a west property line of a called 186.68 acre tract of land conveyed to Payne Investment Properties, LLC, by deed thereof filed for record in Henderson County Clerk's Instrument No. 2022-00003118, O.P.R.H.C.T.;

THENCE South 01°06'11" East, along the said property lines, a distance of 11.56 feet to a southeast property corner of the said 1,492.169 acre tract, same being a southwest property corner of the said 186.68 acre tract, and being on a north property line of the aforementioned 955.942 acre tract;

THENCE South 87°43'04" West, along a south property line of the said 1,492.169 acre tract and along a north property line of the said 955.942 acre tract, a distance of 389.13 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set from a 5/8 inch iron rod found (Controlling Monument) at a southeast property corner of the said 1,492.169 acre tract, same being a northwest property corner of the said 955.942 acre tract bears South 87°43'04" West, a distance of 255.70 feet;

THENCE departing the said property lines, over and across the said 1,492.169 acre tract the following courses and distances:

South 89°36'48" West, a distance of 195.50 feet;

South 89°10'29" West, a distance of 335.11 feet to the beginning of a curve to the left having a radius of 122.50 feet;

With said curve to the left, an arc length of 160.32 feet, and across a chord which bears South 51°40'58" West, a chord length of 149.12 feet;

South 19°03'56" West, a distance of 118.39 feet;

South 09°50'23" West, a distance of 134.18 feet;

South 11°46'39" West, a distance of 154.65 feet;

South 09°25'07" West, a distance of 155.79 feet;

South 07°39'42" West, a distance of 485.32 feet;

South 08°10'23" West, a distance of 724.30 feet;

South 08°49'15" West, a distance of 359.12 feet to the beginning of a curve to the right having a radius of 202.50 feet;

With said curve to the right, an arc length of 120.14 feet, and across a chord which bears South 25°49'00" West, a chord length of 118.38 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **1.8682 acres (81,378 square feet)** of land, more or less.

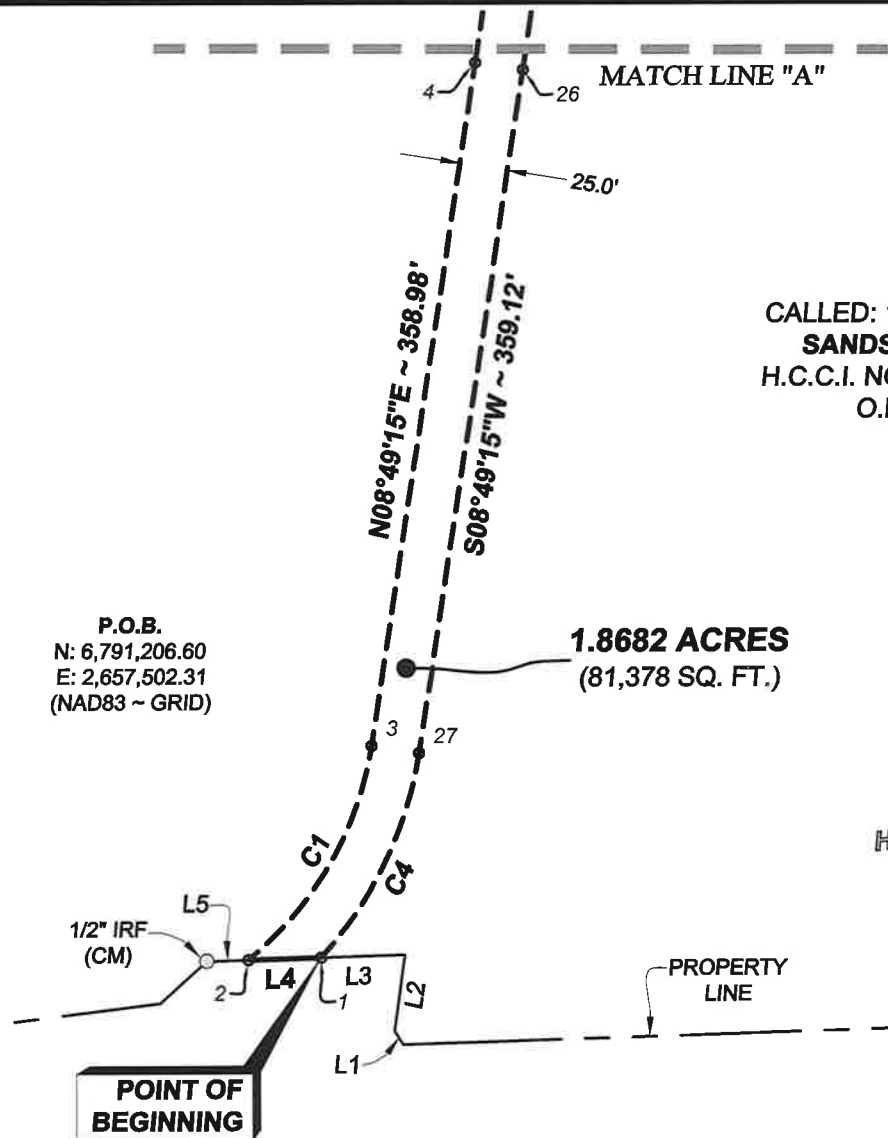
The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

Eric S. Spooner, RPLS
Spooners & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900

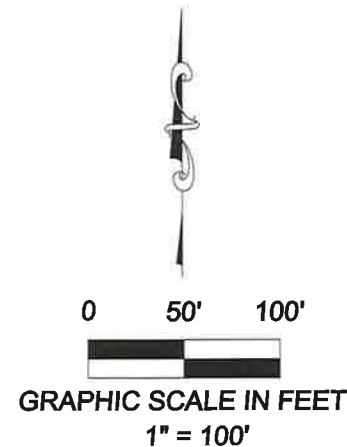


PARCEL 1 ~ SANDS RANCH, LLC



CURVE TABLE				
NO.	RADIUS	LENGTH	CH. BEARING	CH. LENGTH
C1	177.50'	131.99'	N30°07'24"E	128.97'
C4	202.50'	120.14'	S25°49'00"W	118.38'

LINE TABLE		
NO.	DIRECTION	DIST.
L1	N31°46'57"W	8.33'
L2	N08°10'36"E	39.94'
L3	S88°15'35"W	43.79'
L4	S88°15'35"W	37.89'
L5	S88°15'35"W	21.69'



CALLED: 1,492.169 ACRES
SANDS RANCH, LLC
H.C.C.I. NO. 2020-00006019
O.P.R.H.C.T.

H. JEFFRIES SURVEY
ABSTRACT NO. 393

CALLLED: 955.942 ACRES
HORNBROOK MOUNTAIN, LLC
H.C.C.I. NO. 2020-00006015
O.P.R.H.C.T.

ALL EASEMENT CORNERS
ARE MONUMENTED WITH A
5/8" IRON ROD WITH A CAP
STAMPED "SPOONER 5922"

TARRANT REGIONAL WATER DISTRICT CEDAR CREEK SECTION IV PIPELINE REPLACEMENT & CC1 IMPROVEMENTS HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE
SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: SANDS RANCH, LLC

PROPERTY ACREAGE: CALLED: 1,492.169 ACRES (DEED)

24121 P1 SANDS AE1.dwg

DRAWN BY: C. REEDER | CHECKED BY: E. SPOONER

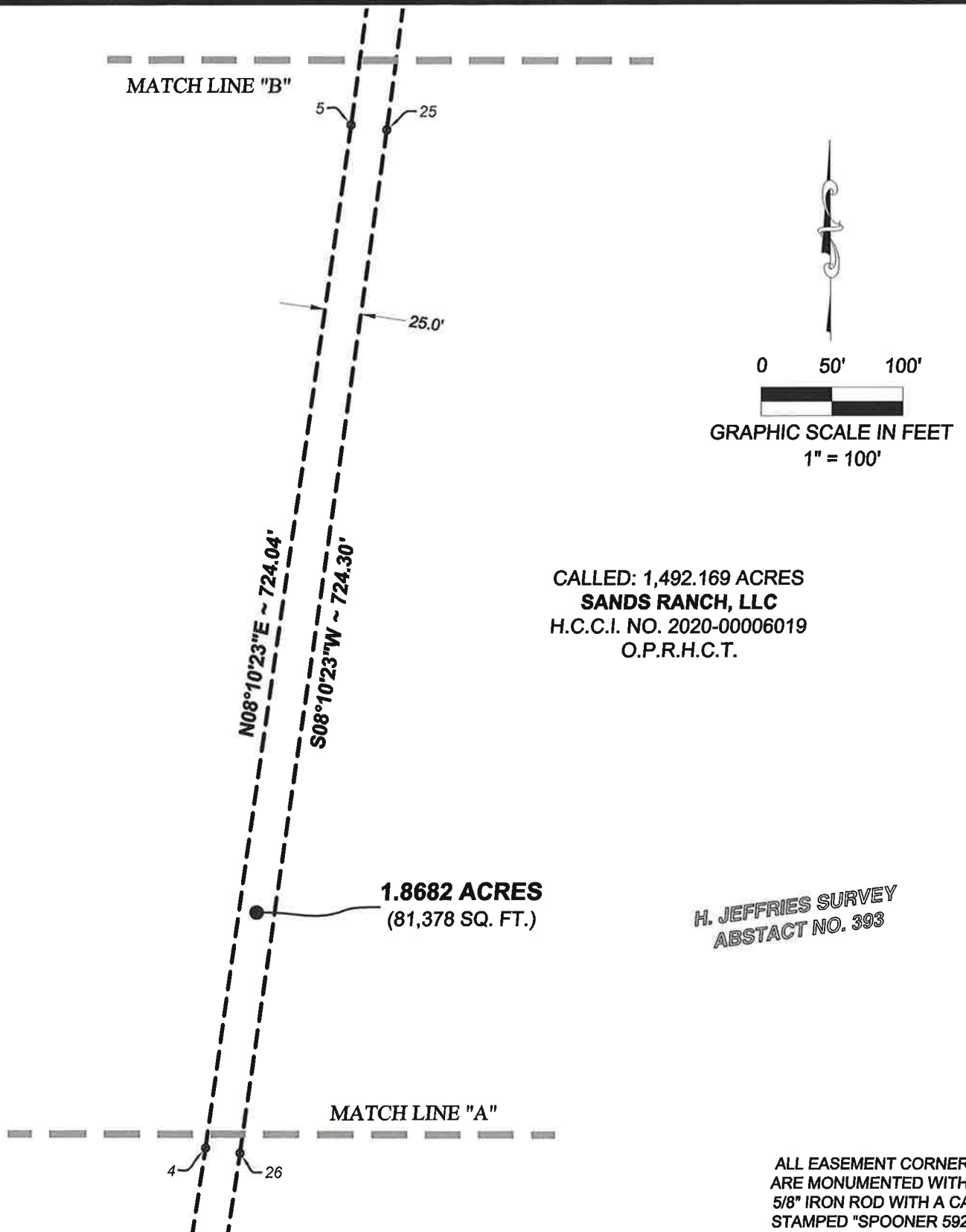


SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE

309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PARCEL 1 ~ SANDS RANCH, LLC





TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE
REPLACEMENT & CC1 IMPROVEMENTS
HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS
COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202,
NAD83, 2011 ADJUSTMENT.

PROPERTY: SANDS RANCH, LLC ~ H.C.C.I. NO. 2020-00006019, O.P.R.H.C.T.
WHOLE PROPERTY ACREAGE: CALLED 1,492.169 ACRES (DEED)
24121 P1 SANDS AE1.dwg

S&A JOB NO.: 24121
DATE: 1/15/2026

DRAWN BY: C. REEDER
CHECKED BY: E. SPOONER



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TBPLS FIRM NO. 10054900

PARCEL 1 ~ SANDS RANCH, LLC



ALL EASEMENT CORNERS
ARE MONUMENTED WITH A
5/8" IRON ROD WITH A CAP
STAMPED "SPOONER 5922"

H. JEFFRIES SURVEY
ABSTRACT NO. 393

CALLED: 1,492.169 ACRES
SANDS RANCH, LLC
H.C.C.I. NO. 2020-00006019
O.P.R.H.C.T.

1.8682 ACRES
(81,378 SQ. FT.)



0 50' 100'



GRAPHIC SCALE IN FEET
1" = 100'

N07°39'42"E ~ 485.59'
S07°39'42"W ~ 485.32'

MATCH LINE "B"

5' 25'

LINE TABLE		
NO.	DIRECTION	DIST.
L6	N09°25'07"E	156.69'
L7	N11°46'39"E	154.74'
L8	N09°50'23"E	135.77'
L18	S09°50'23"W	134.18'
L19	S11°46'39"W	154.65'
L20	S09°25'07"W	155.79'

TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE
REPLACEMENT & CC1 IMPROVEMENTS
HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS
COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202,
NAD83, 2011 ADJUSTMENT.

PROPERTY: SANDS RANCH, LLC ~ H.C.C.I. NO. 2020-00006019, O.P.R.H.C.T.
WHOLE PROPERTY ACREAGE: CALLED 1,492.169 ACRES (DEED)
24121 P1 SANDS AE1.dwg

S&A JOB NO.: 24121
DATE: 1/15/2026

DRAWN BY: C. REEDER
CHECKED BY: E. SPOONER

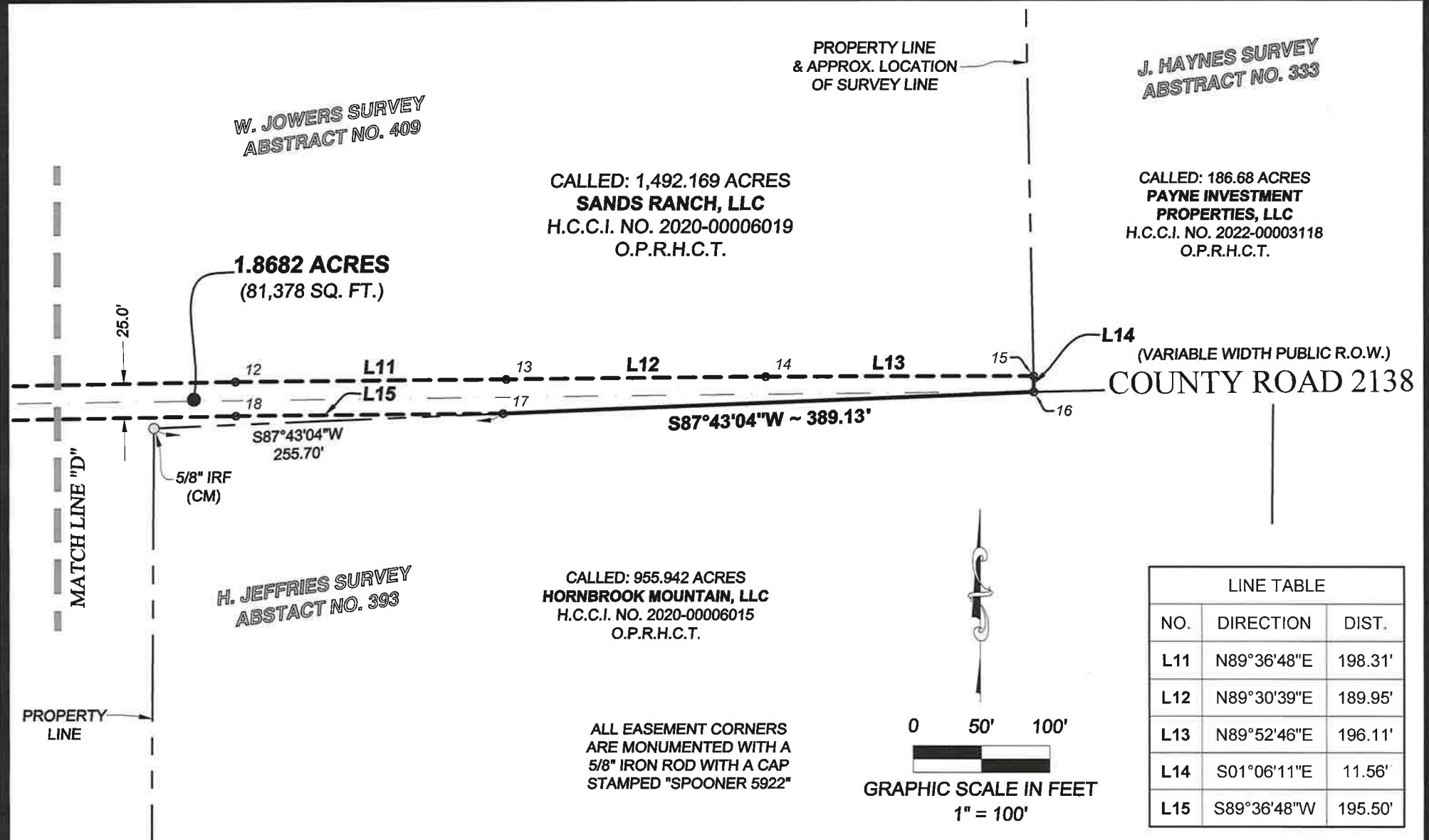


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TBPLS FIRM NO. 10054900

PARCEL 1 ~ SANDS RANCH, LLC





TARRANT REGIONAL WATER DISTRICT CEDAR CREEK SECTION IV PIPELINE REPLACEMENT & CC1 IMPROVEMENTS HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: SANDS RANCH, LLC

PROPERTY ACREAGE: CALLED: 1,492.169 ACRES (DEED)

24121 P1 SANDS AE1.dwg

DRAWN BY: C. REEDER CHECKED BY: E. SPOONER



SPOONER & ASSOCIATES
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OVER 30 YEARS OF SERVICE

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TBPLS FIRM NO. 10054900

PARCEL 1 ~ SANDS RANCH, LLC



POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,791,614.06	2,657,661.76	6,791,206.60	2,657,502.31
2	6,791,612.91	2,657,623.89	6,791,205.44	2,657,464.44
3	6,791,724.46	2,657,688.61	6,791,316.99	2,657,529.16
4	6,792,079.20	2,657,743.66	6,791,671.70	2,657,584.21
5	6,792,795.89	2,657,846.59	6,792,388.35	2,657,687.13
6	6,793,277.14	2,657,911.33	6,792,869.57	2,657,751.87
7	6,793,431.71	2,657,936.97	6,793,024.14	2,657,777.51
8	6,793,583.19	2,657,968.56	6,793,175.61	2,657,809.09
9	6,793,716.97	2,657,991.76	6,793,309.37	2,657,832.29
10	6,793,829.82	2,658,030.76	6,793,422.21	2,657,871.29
11	6,793,940.06	2,658,171.36	6,793,532.45	2,658,011.88
12	6,793,944.89	2,658,506.53	6,793,537.28	2,658,347.03
13	6,793,946.23	2,658,704.84	6,793,538.62	2,658,545.33
14	6,793,947.85	2,658,894.78	6,793,540.24	2,658,735.26

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
15	6,793,948.26	2,659,090.89	6,793,540.65	2,658,931.36
16	6,793,936.71	2,659,091.12	6,793,529.10	2,658,931.58
17	6,793,921.21	2,658,702.29	6,793,513.60	2,658,542.78
18	6,793,919.89	2,658,506.80	6,793,512.28	2,658,347.30
19	6,793,915.07	2,658,171.72	6,793,507.46	2,658,012.24
20	6,793,822.61	2,658,054.72	6,793,415.01	2,657,895.25
21	6,793,710.71	2,658,016.05	6,793,303.11	2,657,856.58
22	6,793,578.51	2,657,993.12	6,793,170.92	2,657,833.65
23	6,793,427.12	2,657,961.55	6,793,019.54	2,657,802.08
24	6,793,273.43	2,657,936.06	6,792,865.86	2,657,776.59
25	6,792,792.44	2,657,871.35	6,792,384.90	2,657,711.89
26	6,792,075.50	2,657,768.39	6,791,668.01	2,657,608.93
27	6,791,720.63	2,657,713.32	6,791,313.15	2,657,553.86

COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. PROJECT COORDINATES ARE SCALED AT 0,0 USING A COMBINED SCALE FACTOR OF 1.000060.

**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE
REPLACEMENT & CC1 IMPROVEMENTS
HENDERSON COUNTY, TEXAS**

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: SANDS RANCH, LLC

PROPERTY ACREAGE: CALLED: 1,492.169 ACRES (DEED)

24121 P1 SANDS AE1.dwg

DRAWN BY: C. REEDER CHECKED BY: E. SPOONER



309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PARCEL 1 ~ SANDS RANCH, LLC



Temporary easement interest across an approximately 0.1071-acre tract of land situated in the J. McDonald Survey, Abstract No. 997, Tarrant County, Texas, and being a portion of that certain 3.1-acre tract of land conveyed to FEMCA Properties, Inc. by deed recorded as Instrument No. D222213330, Official Public Records, Tarrant County, Texas, and being further described in the accompanying resolution and in the survey attached thereto for the negotiated acquisition price of \$4,504.10.

**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE REPLACEMENT & IMPROVEMENTS**

**PARCEL NO. 47
J. McDONALD SURVEY, ABSTRACT NO. 997
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

BEING a 0.1071 acre tract of land located in the J. McDonald Survey, Abstract No. 997, City of Mansfield, Tarrant County, Texas, said 0.1071 acre tract of land being a portion of a called 3.1 acre tract of land conveyed to **FEMCA PROPERTIES INC.**, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D222213330, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said 0.1071 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point on the southeast property line of the said 3.1 acre tract, same being a northwest property line of a called 3.091 acre tract of land described as "Tract 2", conveyed to Gerardo Haros and Rafael E. Haros, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D222137976, O.P.R.T.C.T., said beginning point being at the intersection of the said property lines with the northeast line of an existing 130 feet wide Pipeline Right-of-Way Easement described as "Parcel 48", conveyed to Tarrant County Water Control and Improvement District No. 1, by deed thereof filed for record in Volume 3698, Page 477, Deed Records, Tarrant County, Texas (D.R.T.C.T.), from said beginning point, the south property corner of the said 3.1 acre tract, same being the west property corner of the said 3.091 acre tract bears South 59°25'20" West, a distance of 740.95 feet, said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,904,841.59 and E: 2,377,550.59;

THENCE North 61°39'53" West, departing the said property lines, over and across the said 3.1 acre tract, in part along the said existing northeast easement line and in part along the northeast line of an existing 130 feet wide Pipeline Right-of-Way Easement described as "Parcel 46", conveyed to Tarrant County Water Control and Improvement District No. 1, by deed thereof filed for record in Volume 3713, Page 405, D.R.T.C.T., a distance of 93.27 feet;

THENCE North 59°25'20" East, departing the said existing easement line, and continuing over and across the said 3.1 acre tract, a distance of 58.39 feet;

THENCE South 61°39'53" East, continuing over and across the said 3.1 acre tract, and along a line 50 feet northeast of and parallel with the said existing easement lines, a distance of 93.27 feet to a point for corner on the aforementioned southeast property line of the 3.1 acre tract, same being the aforementioned northwest property line of the 3.091 acre tract, from which the most easterly property corner of the said 3.1 acre tract, same being the most northerly property corner of the 3.091 acre tract bears North 59°25'20" East, a distance of 611.54 feet;

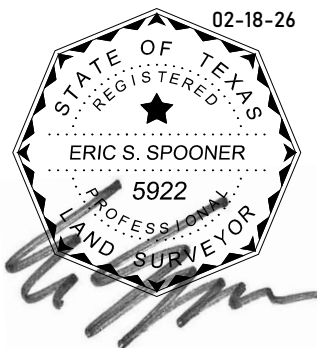
THENCE South 59°25'20" West, along the said property lines, a distance of 58.39 feet to the **POINT OF BEGINNING**.

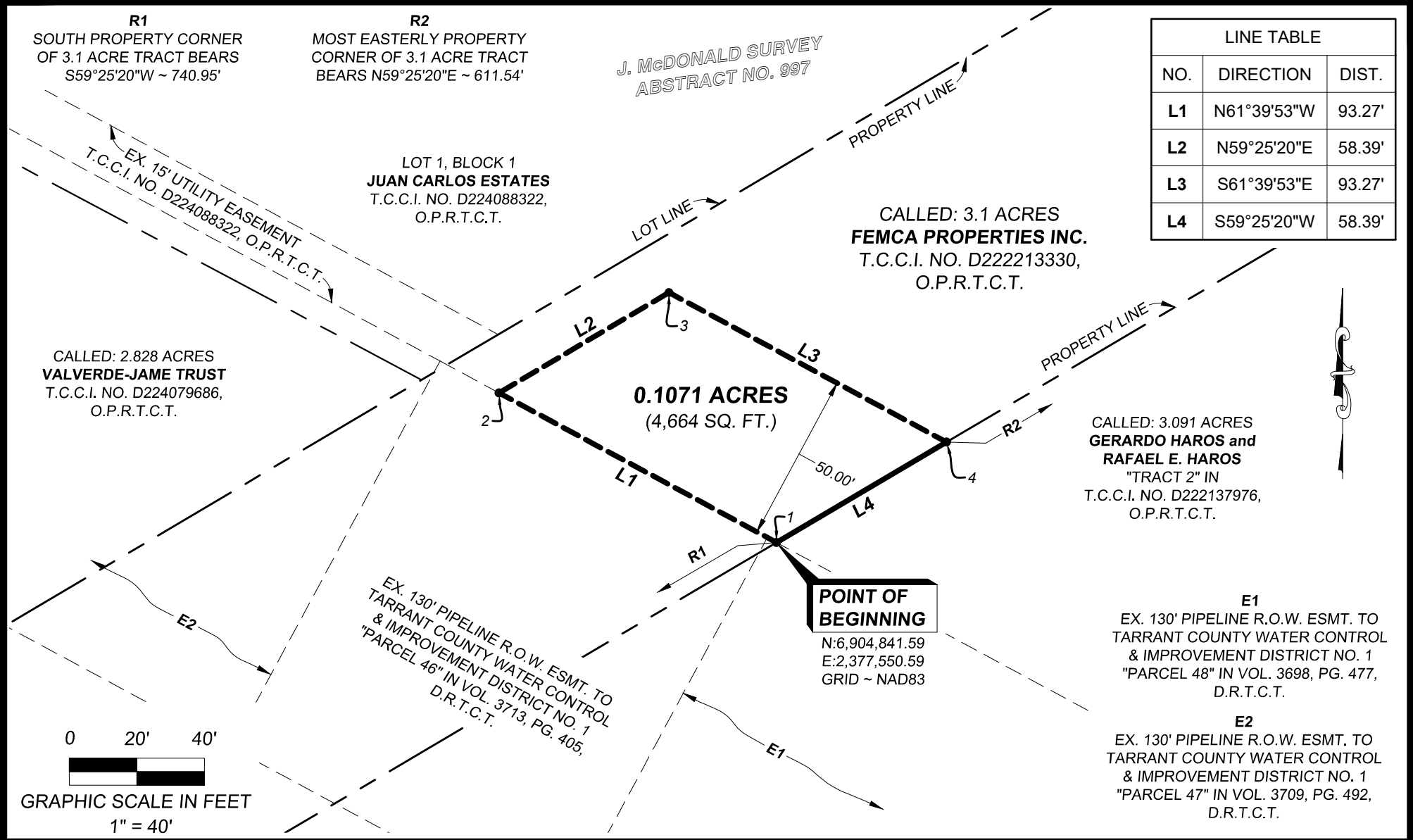
The hereinabove described tract of land contains a computed area of **0.1071 acres (4,664 square feet)** of land, more or less.

The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

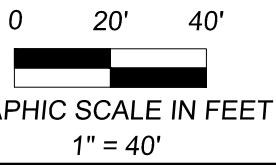
I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

Eric S. Spooner, RPLS
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900





LINE TABLE		
NO.	DIRECTION	DIST.
L1	N61°39'53"W	93.27'
L2	N59°25'20"E	58.39'
L3	S61°39'53"E	93.27'
L4	S59°25'20"W	58.39'



TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE
REPLACEMENT & IMPROVMENTS
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE
SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: FEMCA PROPERTIES INC., T.C.C.I. NO. D222213330, O.P.R.T.C.T.	PROPERTY ACREAGE: CALLED 3.1 ACRES (DEED)
24104 P47 FEMCA PROPERTIES TCE.dwg	DRAWN BY: B. SMITH CHECKED BY: E. SPOONER



SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE

309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900



02-18-26

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,905,670.18	2,377,835.89	6,904,841.59	2,377,550.59
2	6,905,714.45	2,377,753.80	6,904,885.86	2,377,468.50
3	6,905,744.15	2,377,804.06	6,904,915.55	2,377,518.76
4	6,905,699.88	2,377,886.16	6,904,871.29	2,377,600.85

COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. PROJECT COORDINATES ARE SCALED AT 0,0 USING A COMBINED SCALE FACTOR OF 1.000120000.

**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE
REPLACEMENT & IMPROVMENTS
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: FEMCA PROPERTIES INC., T.C.C.I. NO. D222213330, O.P.R.T.C.T.

24104 P47 FEMCA PROPERTIES TCE.dwg

PROPERTY ACREAGE: CALLED 3.1 ACRES (DEED)

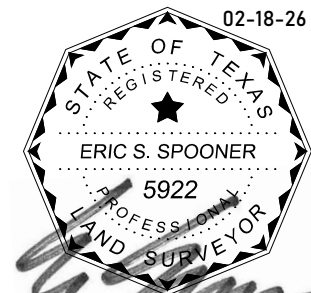
DRAWN BY: B. SMITH CHECKED BY: E. SPOONER



SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE

309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PAR. 47 ~ FEMCA ~ EXH "A" ~ PG. 3 OF 3



02-18-26

Temporary easement interests across an approximately 0.1264-acre tract of land and a 0.1298-acre tract of land, such tracts being located in the J. McDonald Survey, Abstract No. 997, Tarrant County, Texas, and being portions of a called 3.091-acre tract and 3.119-acre tract of land conveyed to Gerardo Haros and Rafael E. Haros by deed recorded as Instrument No. D222137976, Official Public Records, Tarrant County, Texas, and being further described in the accompanying resolution and in the surveys attached thereto for the negotiated acquisition price of \$10,484.74.

**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE REPLACEMENT & IMPROVEMENTS**

**PARCEL NO. 48
J. McDONALD SURVEY, ABSTRACT NO. 997
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

BEING a 0.1264 acre tract of land located in the J. McDonald Survey, Abstract No. 997, City of Mansfield, Tarrant County, Texas, said 0.1264 acre tract of land being a portion of a called 3.091 acre tract of land described as "Tract 2" conveyed to **GERARDO HAROS and RAFAEL E. HAROS** by deed thereof filed for record Tarrant County Clerk's Instrument No. D222137976, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said 0.1264 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point on the southeast property line of the said 3.091 acre tract, same being the northwest property line of a called 3.119 acre tract described as "Tract 1" conveyed to Gerardo Haros and Rafael E. Haros by said deed, said beginning point being South 59°27'30" West, a distance of 553.95 feet from the east property corner of the said 3.091 acre tract, same being the north property corner of the said 3.119 acre tract, said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,904,819.04 and E: 2,377,697.74;

THENCE South 59°27'30" West, along the said property lines, a distance of 58.41 feet to the intersection of the said property lines with the northeast line of an existing 130 feet wide Pipeline and Right-of-Way Easement described as "Parcel 48-A", conveyed to Tarrant County Water Control and Improvements District No. 1, by deed thereof filed for record in in Volume 3702, Page 107, Deed Records, Tarrant County, Texas (D.R.T.C.T.);

THENCE North 61°39'53" West, departing the said property lines, over and across the said 3.091 acre tract, in part along the said existing easement line and in part along the northeast easement line of an existing 130 feet wide Pipeline and Right-of-Way Easement described as "Parcel 48", conveyed to Tarrant County Water Control and Improvements District No. 1, by deed thereof filed for record in Volume 3698, Page 477, D.R.T.C.T., a distance of 110.06 feet to a point for corner at the the intersection of the said existing northeast easement line of Parcel 48 with the northwest property line of the 3.091 acre tract, same being the southeast property line of a called 3.1 acre tract of land conveyed to FEMCA Properties Inc. by deed thereof filed for record in Tarrant County Clerk's Instrument No. D222213330, O.P.R.T.C.T., from which the west property corner of the said 3.091 acre tract, same being the south property corner of the said 3.1 acre tract bears South 59°25'20" West, a distance of 740.95 feet;

THENCE North 59°25'20" East, along the said property lines, a distance of 58.39 feet;

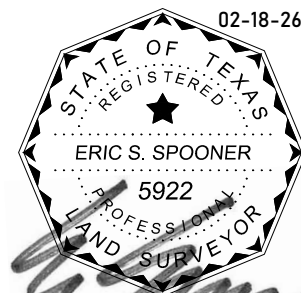
THENCE South 61°39'53" East, departing the said property lines, over and across the said 3.091 acre tract, and along a line 50 feet northeast of and parallel with the said existing easements, a distance of 110.10 feet to the **POINT OF BEGINNING**.

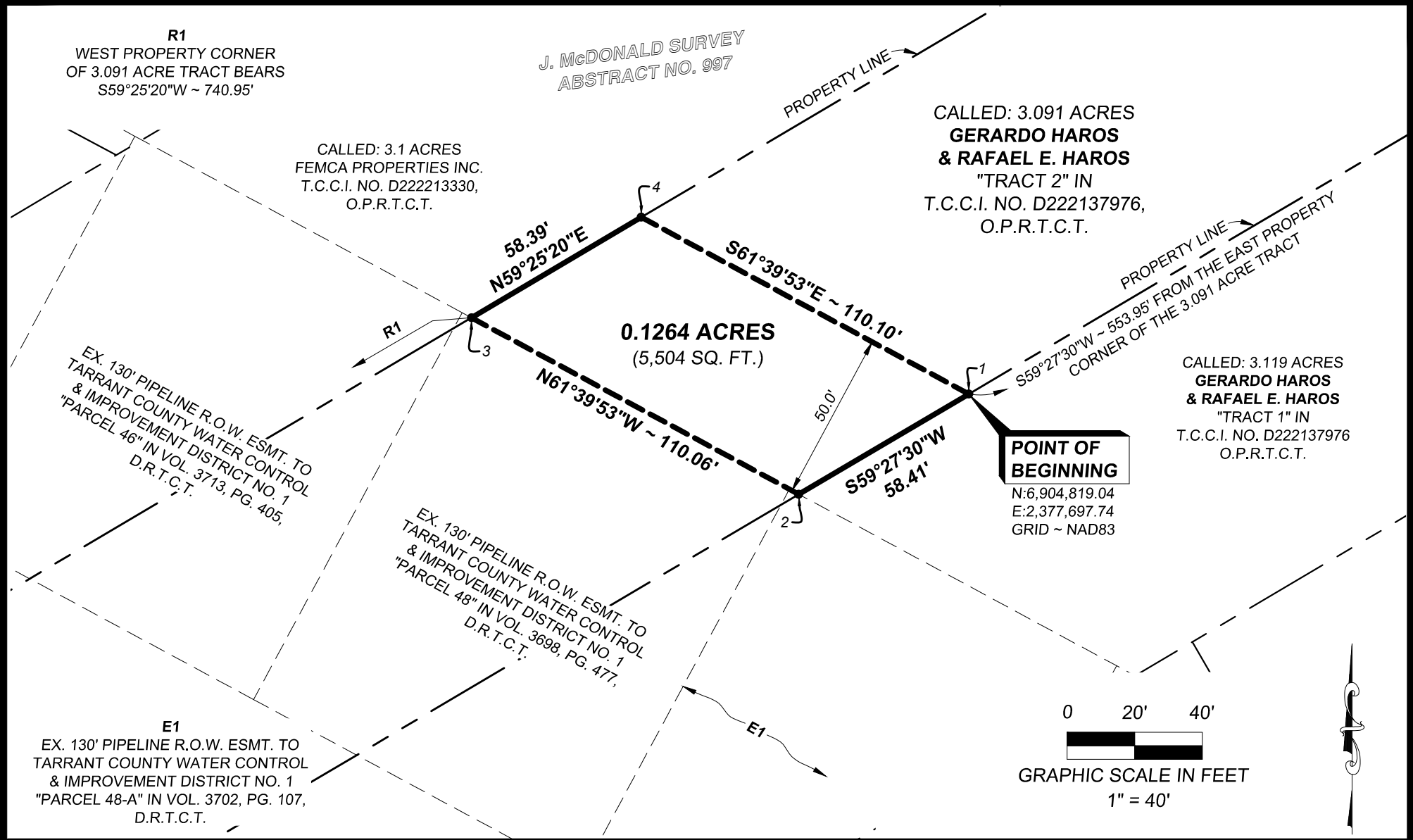
The hereinabove described tract of land contains a computed area of **0.1264 acres (5,504 square feet)** of land, more or less.

The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

Eric S. Spooner, RPLS
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900





**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE
REPLACEMENT & IMPROVMENTS
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE
SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: GERARDO HAROS AND RAFAEL E. HAROS , TR. 2, D222137976	PROPERTY ACREAGE: CALLED 3.091 ACRES (DEED)
24104 P48 HAROS TCE.dwg	DRAWN BY: B. SMITH CHECKED BY: E. SPOONER



**SPOONER &
ASSOCIATES**
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE

309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

02-18-26



ERIC S. SPOONER
5922
REGISTERED PROFESSIONAL
LAND SURVEYOR

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,905,647.62	2,377,983.07	6,904,819.04	2,377,697.74
2	6,905,617.94	2,377,932.77	6,904,789.36	2,377,647.45
3	6,905,670.18	2,377,835.89	6,904,841.59	2,377,550.59
4	6,905,699.88	2,377,886.16	6,904,871.29	2,377,600.85

COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. PROJECT COORDINATES ARE SCALED AT 0,0 USING A COMBINED SCALE FACTOR OF 1.000120000.

**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE
REPLACEMENT & IMPROVMENTS
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: GERARDO HAROS AND RAFAEL E. HAROS , TR. 2, D222137976

PROPERTY ACREAGE: CALLED 3.091 ACRES (DEED)

24104 P48 HAROS TCE.dwg

DRAWN BY: B. SMITH

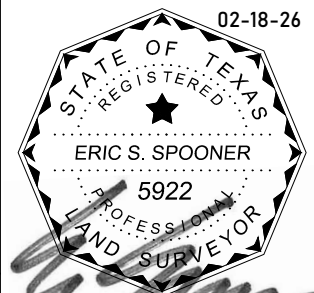
CHECKED BY: E. SPOONER



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TBPLS FIRM NO. 10054900

PAR. 48 ~ HAROS ~ EXH "A" ~ PG. 3 OF 3



02-18-26

**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE REPLACEMENT & IMPROVEMENTS**

**PARCEL NO. 49
J. McDONALD SURVEY, ABSTRACT NO. 997
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

BEING a 0.1298 acre tract of land located in the J. McDonald Survey, Abstract No. 997, City of Mansfield, Tarrant County, Texas, said 0.1298 acre tract of land being a portion of a called 3.119 acre tract of land described as "Tract 1", conveyed to **GERARDO HAROS and RAFAEL E. HAROS** by deed thereof filed for record in Tarrant County Clerk's Instrument No. D222137976, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said 0.1298 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point on the northwest property line of the said 3.119 acre tract, same being the southeast property line of a called 3.091 acre tract described as "Tract 2", conveyed to Gerardo Haros and Rafael E. Haros by said deed, said beginning point being South 59°27'30" West, a distance of 553.95 feet from the north property corner of the said 3.119 acre tract, same being the east property corner of the said 3.091 acre tract, said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,904,819.04 and E: 2,377,697.74;

THENCE South 61°39'53" East, departing the said property lines, over and across the said 3.119 acre tract, a distance of 113.09 feet to the southeast property line of the said 3.119 acre tract, same being the northwest property line of a called 3.32 acre tract of land conveyed to Bruce N. Putney and Karyn R. Putney, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D213202004, O.P.R.T.C.T.;

THENCE South 59°28'13" West; along the said southeast property line and along the said northwest property line, at a distance of 38.76 feet passing the west property corner of the said 3.32 acre tract, same being the most northerly property corner of a called 0.33 acre tract of land conveyed to Bruce Putney and Karyn Putney, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D223078047, O.P.R.T.C.T., and continuing along the said southeast property line of the 3.119 acre tract and along the northwest property line of the said 0.33 acre tract, in all a total distance of 58.41 feet to the intersection of the said property lines with the northeast easement line of an existing 130 feet wide Pipeline and Right-of-Way Easement described as "Parcel 48-B", conveyed to Tarrant County Water Control and Improvements District No. 1, by deed thereof filed for record in Volume 3698, Page 480, Deed Records, Tarrant County, Texas (D.R.T.C.T.);

THENCE North 61°39'53" West, departing the said property lines, over and across the said 3.119 acre tract, in part along the said existing easement line and in part along the northeast easement line of an existing 130 feet wide Pipeline and Right-of-Way Easement described as "Parcel 48-A", conveyed to Tarrant County Water Control and Improvements District No. 1, by deed thereof filed for record in Volume 3702, Page 107, D.R.T.C.T., a distance of 113.07 feet to the intersection of the said existing northeast easement line of Parcel 48-A with the aforementioned northwest property line of the 3.119 acre tract, same being the aforementioned southeast property of the 3.091 acre tract;

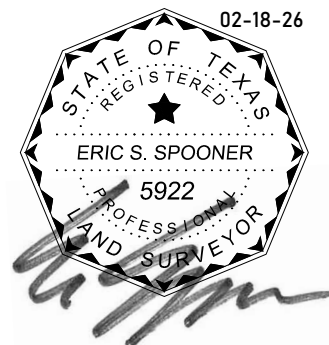
THENCE North 59°27'30" East, along the said property lines, a distance of 58.41 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.1298 acres (5,654 square feet)** of land, more or less.

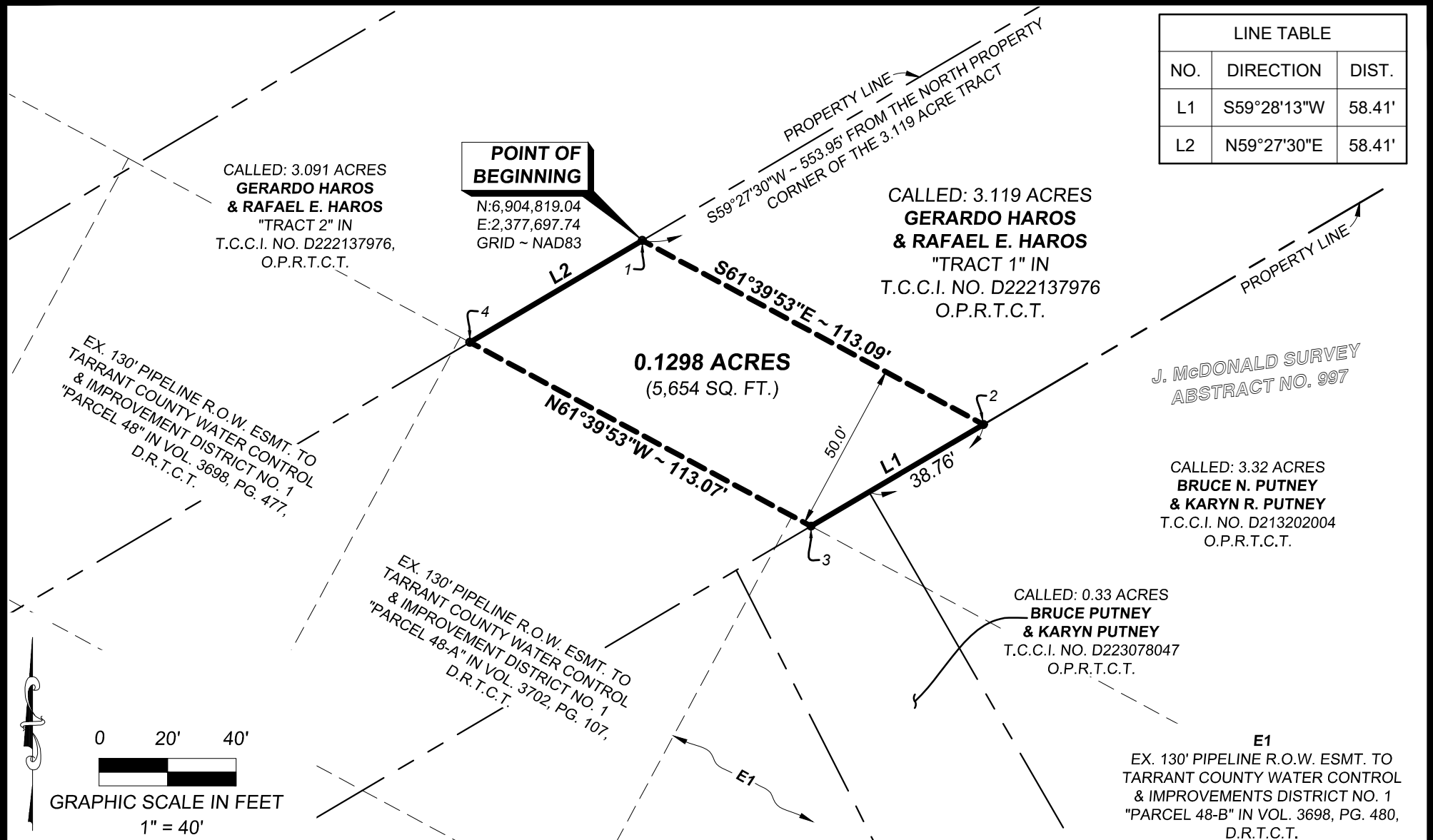
The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

Eric S. Spooner, RPLS
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900



LINE TABLE		
NO.	DIRECTION	DIST.
L1	S59°28'13"W	58.41'
L2	N59°27'30"E	58.41'



TARRANT REGIONAL WATER DISTRICT CEDAR CREEK SECTION II PIPELINE REPLACEMENT & IMPROVMENTS CITY OF MANSFIELD, TARRANT COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE
 SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: GERARDO HAROS AND RAFAEL E. HAROS , TR. 1, D222137976

PROPERTY ACREAGE: CALLED 3.119 ACRES (DEED)

24104 P49 HAROS TCE.dwg

DRAWN BY: B. SMITH

CHECKED BY: E. SPOONER



SPOONER & ASSOCIATES
 REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE

309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
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 TBPLS FIRM NO. 10054900

PAR. 49 ~ HAROS ~ EXH "A" ~ PG. 2 OF 3



POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,905,647.62	2,377,983.07	6,904,819.04	2,377,697.74
2	6,905,593.95	2,378,082.61	6,904,765.37	2,377,797.27
3	6,905,564.27	2,378,032.29	6,904,735.70	2,377,746.96
4	6,905,617.94	2,377,932.77	6,904,789.36	2,377,647.45

COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. PROJECT COORDINATES ARE SCALED AT 0,0 USING A COMBINED SCALE FACTOR OF 1.000120000.

**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE
REPLACEMENT & IMPROVMENTS
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: GERARDO HAROS AND RAFAEL E. HAROS , INS. NO. D222137976 PROPERTY ACREAGE: CALLED 3.119 ACRES (DEED)

24104 P49 HAROS TCE.dwg

DRAWN BY: B. SMITH CHECKED BY: E. SPOONER



SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE

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TBPLS FIRM NO. 10054900

PAR. 49 ~ HAROS ~ EXH "A" ~ PG. 3 OF 3



02-18-26

In addition, the General Manager of TRWD, or his designee, is authorized to take all steps which may be reasonably necessary to complete the acquisition of the real property interests described above, including, but not limited to, the authority to pay all customary, reasonable and necessary closing and related costs. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against.

14.

There were no future agenda items approved.

15.

The next board meetings were scheduled for August 4, 2026, and August 18, 2026.

16.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: August 18, 2026

SUBJECT: Consider Approval of Consent Agenda

RECOMMENDATION:

Management recommends approval of the Consent Agenda.

Item: Consider Approval of Contract with PVS DX Inc. to Furnish and Deliver Sodium Hydroxide

Vendor: PVS DX Inc.

Amount: Proposed Revenue Fund Budget Fiscal Years 2027-2030 - \$3,400,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract **in an amount not-to-exceed \$3,400,000** with PVS DX Inc for Sodium Hydroxide.

Sodium hydroxide is fed at Richland-Chambers Lake Pump Station, Cedar Creek Lake Pump Station, and Joint Cedar Creek Lake Pump Station for pH adjustment in the pipelines. The dosing of sodium hydroxide protects the interior concrete and cement mortar lining surfaces of the raw water transmission pipelines from aggressive (low pH) waters.

The Request for Proposals was solicited per statute (Texas Local Government Code Chapter 252) and four proposals to provide sodium hydroxide were received, as shown in the attached proposal tabulation. The evaluation team determined that PVS DX Inc provides the best value and lowest cost proposal for supplying sodium hydroxide.

This contract includes a 12-month initial term, with three (3) additional one-year renewal options.

Item: Consider Approval of Contract with Southern Ionics, Inc. to Furnish and Deliver Aqua Ammonia

Vendor: Southern Ionics, Inc.

Amount: Proposed Revenue Fund Budget Fiscal Years 2027-2030 - \$240,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract **in an amount not-to-exceed \$240,000** with Southern Ionics Inc. for Aqua Ammonia.

Aqua ammonia and sodium hypochlorite are fed at our Richland-Chambers Lake Pump Station, forming chloramines which reduce biofilm growth inside the pipeline and prevent growth of zebra mussels. The District is required to feed chloramines at Richland Chambers Lake Pump Station from mid-March to mid-October per our agreement with Texas Parks and Wildlife and the Army Corps of Engineers for zebra mussel control.

The Request for Proposals was solicited per statute (Texas Local Government Code Chapter 252) and one proposal for aqua ammonia was received as shown in the attached tabulation form. The evaluation team determined that Southern Ionics has a satisfactory history of delivering pipeline chemicals to TRWD, and an acceptable unit price for aqua ammonia.

This contract includes a 12-month initial term, with three (3) additional one-year renewal options.

Item: **Consider Approval of Contract Amendment with Brenntag Southwest Inc. for Sodium Hypochlorite**

Vendor: Brenntag Southwest Inc.

Amount: Proposed Revenue Fund Budget Fiscal Years 2027-2030 - \$1,680,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract renewal amendment **in an amount not-to-exceed \$1,680,000** with Brenntag Southwest Inc. for sodium hypochlorite, resulting in a revised not-to-exceed amount of \$2,268,000.

Bulk delivered sodium hypochlorite is fed at our Richland-Chambers Lake Pump Station along with aqua ammonia, forming chloramines which reduce biofilm growth inside the pipeline and prevent growth of zebra mussels. The District is required to feed chloramines at Richland-Chambers Lake Pump Station from mid-March to mid-October per our agreement with Texas Parks and Wildlife and the Army Corps of Engineers for zebra mussel control.

The original contract for this sodium hypochlorite chemical was approved by the Board in April 2025 in the not-to-exceed amount of \$588,000 for the initial term. The contract included a 17-month initial term along with four (4) one-year renewal options. This amendment is necessary to fund the remaining renewal options.

Item: Consider Approval of Contract Closeout and Final Payment to Archer Western Construction, LLC for the Richland-Chambers Lake Pump Station Backup Sodium Hypochlorite Feed Facility and Hydraulic Actuator Installation

Vendor: Archer Western Construction, LLC

Amount: Bond Fund - \$290,090.77

Reviewed by: Construction and Operations Committee

Management recommends contract closeout and final payment **in the amount of \$290,090.77** to Archer Western Construction, LLC for the Richland-Chambers Lake Pump Station Backup Sodium Hypochlorite Feed Facility and Hydraulic Actuator Installation.

Archer Western completed construction of the Richland-Chambers Lake Pump Station Backup Sodium Hypochlorite Feed Facility and Hydraulic Actuator Installation on May 15, 2026. The current contract price is \$4,339,012. The amount remaining to be paid to the Contractor is \$290,090.77.

Archer Western has provided written consent of its Surety to Final Payment and the required Affidavits regarding payment of debts and claims and release of liens. Archer Western has completed construction of the Project, and there are no outstanding issues. District Staff request permission to release the remaining retainage of \$290,090.77 to Archer Western as Final Payment.

The Consent of Surety to Final Payment, Affidavit of Release of Liens, and Affidavit of Payments of Debts and Claims are attached.



Team Member Scoring Sheet

26-121 Furnish and Deliver Pipeline Chemicals

Technical Quality Criteria	Total Points Available	Brenntag Southwest, LLC	PVS DX INC	Southern Ionics Inc	Univar Solutions USA LLC	Brenntag Southwest, LLC	PVS DX INC	Southern Ionics Inc	Univar Solutions USA LLC
		Sodium Hydroxide				Aqua Amonia			
Price	50.00	49.64	50.00	0.00	41.70	0.00	0.00	50.00	0.00
Sodium Hydroxide 50% Delivered to RC1		\$693.00	\$688.00	\$0.00	\$825.00				
Sodium Hydroxide 50% Delivered to CC1		\$693.00	\$688.00	\$0.00	\$825.00				
Sodium Hydroxide 50% Delivered to JCC1		\$693.00	\$688.00	\$0.00	\$825.00				
Aqua Ammonia 19% Delivered to RC1						\$0.00	\$0.00	\$1,474.80	\$0.00
Experience and Qualifications	25.00	23.00	25.00		21.00				
References	25.00	22.00	25.00		21.00				
Total	100.00	94.64	100.00	0.00	83.70	0.00	0.00	50.00	0.00

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond Number: 107847046

PROJECT: <i>(Name and address)</i> RCI Backup Sodium Hypochlorite Feed Facility & Hydraulic Actuator Installation 200 SE County Road 3250 Kerens, TX 75144	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
TO OWNER: <i>(Name and address)</i> Tarrant Regional Water District 800 East North Side Drive Fort Worth, TX 76102-1097	CONTRACT FOR: RCI Backup Sodium Hypochlorite Feed Facility & Hydraulic Actuator Installation	ARCHITECT: ☐
	CONTRACT DATED: August 15, 2023	CONTRACTOR: ☐
		SURETY: ☒
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

Archer Western Construction, LLC
1411 Greenway Drive
Irving, TX 75038

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

Tarrant Regional Water District
800 East North Side Drive
Fort Worth, TX 76102-1097

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 28, 2026
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company

(Surety)



(Signature of authorized representative)

Lheanna Anderson, Attorney-in-Fact

(Printed name and title)





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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

By:

Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **28th** day of **May**, **2026**



Kevin E. Hughes, Assistant Secretary

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

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: RC1 Backup Sodium Hypochlorite Feed Facility & Hydraulic Actuator
OWNER: Tarrant Regional Water District
CONTRACTOR: Archer Western Construction, LLC
ENGINEER: Carollo Engineers, Inc.

PROJECT NUMBER:
5653
223139
12087A10M

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond, acceptable to the Owner, for each exception.)

NONE

CONTRACTOR Archer Western Construction, LLC

By

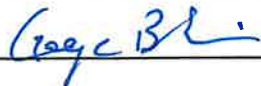


Title

Jeffrey Polak/Vice President

Subscribed and sworn to before me this 28th day of May, 20 26

Notary Public:



My Commission Expires: August 28, 2028



GAGE BRACKIN
My Notary ID # 135063428
Expires August 28, 2028

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS**

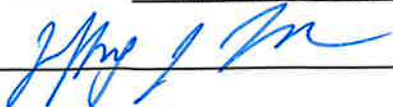
PROJECT:	<u>RC1 Backup Sodium Hypochlorite Feed Facility & Hydraulic Actuator</u>	PROJECT NUMBER:
OWNER:	<u>Tarrant Regional Water District</u>	<u>5653</u>
CONTRACTOR:	<u>Archer Western Construction, LLC</u>	<u>223139</u>
ENGINEER:	<u>Carollo Engineers, Inc.</u>	<u>12087A10M</u>

The Contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond, acceptable to the Owner, for each exception.)

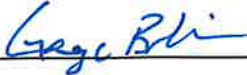
NONE

CONTRACTOR Archer Western Construction, LLC

BY 

TITLE Jeffry Polak/Vice President

Subscribed and sworn to before me this 28th day of May, 2026.

Notary Public: 

My Commission Expires: August 28, 2028



GAGE BRACKIN
My Notary ID # 135063428
Expires August 28, 2028

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: August 18, 2026

SUBJECT: Consider Approval of Contract Amendment with CDM Smith, Inc. for Final Design of Joint Booster Pump Station Number 2 and Final Expansion Design of Joint Booster Pump Station Number 3 of the Integrated Pipeline Project

FUNDING: Joint Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$13,319,294** with CDM Smith, Inc. to perform design services for Joint Booster Pump Station Number 2 (JB2) and expansion of Joint Booster Pump Station Number 3 (JB3). The current CDM contract amount is \$26,437,399 and the revised not-to-exceed contract amount, including this proposed amendment, will be \$39,756,693.

DISCUSSION:

CDM Smith, Inc. (CDM) was evaluated, selected, and contracted in 2011 to provide design and construction services for the three Integrated Pipeline Program booster pump stations. The contract has been amended eight times for engineering design, bid and construction phase services for three Booster Pump Stations (JB2, JB3 and JB4), the IPL/Richland-Chambers interconnection and for application engineering services (also known as SCADA) related to all IPL facilities.

Initial plans called for the IPL to be fully functional in 2018. Revised water supply, demand, debt, and rate projections yielded an IPL system phased approach in meeting incremental demands. As a result, Joint Booster Pump Station Number 2 (JB2), Richland-Chambers Lake Pump Station (JRC1), Section 16 pipeline designs, construction and procurements were put on hold in 2013.

The District's water supply planning indicates the need for the IPL Richland-Chambers pump station and pipeline to be complete, online, and operational in the 2032 time frame. CDM's portion related to connecting Richland-Chambers involves JB2 design, construction and pump, motor, drive procurements along with JB3 pump, motor, drive, design and installation expansion procurements.

The Recommendation by Staff and Fee Summary are attached.

The Construction and Operations Committee reviewed this item on August 10, 2026.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Shelly Hattan

COPY: Coy Veach, Matt Gaughan, File

DATE: July 31, 2026

SUBJECT: Recommendation for Approval of a Contract Amendment with CDM Smith, Inc. for Design of Joint Booster Pump Station Number 2 (JB2) and Expansion of Joint Booster Pump Station Number 3 (JB3E) of the Integrated Pipeline Project

CDM Smith Inc. (CDM) provides Booster Pump Station Engineering Services and Application Engineering Services for the IPL Program. This request is for an amendment to the contract for Booster Pump Station Engineering Services.

This request includes scope and fee for final design services for the JB2 Pump Station and the Expansion of JB3.

This request includes scope and fee for the following tasks:

1. Booster Pump Station Design
 - a. JB2 and JB3E – Project Management and Support
 - b. JB2 – Final Design
 - c. JB3E – Preliminary Design
 - d. JB3E – Final Design

Staff recommends the award of this contract amendment for Professional Services to CDM Smith, Inc. for IPL Booster Pump Station Engineering Services in the not to exceed amount of \$13,319,294.00. The Fee Summary is attached.

CDM Smith, Inc.

IPL Final Design of Joint Booster Pump Station Number 2 (JB2) and Expansion of Joint Booster Pump Station Number 3 (JB3) of the Integrated Pipeline Project

Task No.	Description	Estimated Fee
Booster Pump Station Engineering Services		
1	JB2 and JB3E - Project Management and Support	\$1,077,023.00
2	JB2 – Final Design	\$8,216,298.00
3	JB3E – Preliminary Design	\$793,751.00
4	JB3E – Final Design	\$1,938,971.00
Total Budget for Booster Pump Station Engineering		\$12,026,043.00
Additional Services		
AD 1	Pump and Valve Site Visit Allowance	\$90,647.00
AD 2	Additional Supplemental Services	1,202,604.00
Total Budget for Additional Services		\$1,293,251.00
Total Budget for Amendment		\$13,319,294.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: August 18, 2026

SUBJECT: Consider Approval of Contract Amendment with Shermco Industries, Inc. for Electrical Testing Services for the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$402,000** with Shermco Industries, Inc. for electrical testing services at the IPL Lake Palestine Pump Station and the Lake Palestine Pump Station High Voltage Substation projects. The current contract price is \$1,426,894.08 and the revised total not-to-exceed contract price, including this amendment, will be \$1,828,894.08.

DISCUSSION:

On January 13, 2016, the District entered into a contract with Shermco Industries, Inc. for low and medium voltage electrical testing services at IPL facilities. This proposed task order for electrical acceptance testing will be conducted on high, medium, and low voltage components, conductors, cables, wires, busses, terminations, switchgear, variable frequency drives, motor control centers, panels, transformers, controllers, relays, control logic, instrumentation, relay coordination, and arc flash. This service ensures compliance with plans, specifications, system operational limits, personnel and equipment safety, and electrical coordination studies for both the IPL Lake Palestine Lake Pump Station and the High Voltage Substation.

This scope of work includes both Additional and Special Services Contingencies to be released only with the Program Director's approval.

The Recommendation by Staff and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on August 10, 2026.

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver

FROM: Shelly Hattan

COPY: File

DATE: June 29, 2026

SUBJECT: Recommendation for Approval of a Contract Amendment with Shermco Industries, Inc. to provide Electrical Testing Services for the Integrated Pipeline Project (IPL)

On January 13, 2016, the District entered into a contract with Shermco Industries, Inc. (Shermco) to provide electrical testing services for various IPL projects at a price not to exceed \$1,426,894.08. The proposed Task Orders 11 & 12 in the amount of \$402,000.00 is for additional electrical testing services. Total contract value with this amendment is \$1,828,894.08.

The proposed electrical acceptance testing will be conducted on high, medium, and low voltage components, conductors, cables, wires, busses, terminations, switchgear, variable frequency drives, motor control centers, panels, transformers, controllers, relays, control logic, instrumentation, relay coordination, and arc flash. This is to ensure compliance with plans, specifications, operational limits, safety, and coordination studies at the IPL facilities listed below:

Lake Palestine Pump Station 1 (LP1)

Lake Palestine Station 1 High Voltage Substation (LP1HV)

The Fee Summary is attached.

Fee Summary
Shermco Industries, Inc.
IPL Electrical Testing Services

Task No.	Description	Estimated Fee
Contract Amendment with Shermco Industries, Inc. for IPL Electrical Testing Services for LP1 and LP1HV		
Basic Services		
100	LP1HV Acceptance Testing	\$147,660.00
200	LP1HV Start Up and Systems Testing	\$20,015.00
300	LP1 Pump Station Acceptance Testing	\$159,915.00
400	LP1 Pump Station Start Up and Systems Testing	\$20,015.00
Total Budget for Basic Services		\$ 34,399.50
Additional Services		
100	LP1HV Acceptance Testing	\$14,405.00
200	LP1HV Start Up and Systems Testing	\$2,001.50
300	LP1 Pump Station Acceptance Testing	\$15,991.50
400	LP1 Pump Station Start Up and Systems Testing	\$2,001.50
Total Budget for Additional Services		\$34,399.50
Special Services		
Owner Controlled Contingency		\$19,995.50
Total Budget for Special Services		\$19,995.50
Total Budget for All Services		\$402,000.00

This scope of work includes both Additional and Special Services Contingencies to be released only with the Program Manager's approval.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: August 18, 2026

SUBJECT: Consider Approval of Interlocal Agreement for Funding of Studies Identified in the August 1, 2025, Final Mediated Agreement Between Regions C and D

FUNDING: Fiscal Year 2026 Revenue Fund Budget - \$83,125

RECOMMENDATION:

Management recommends approval of an Interlocal Agreement between Tarrant Regional Water District (TRWD), North Texas Municipal Water District (NTMWD), Upper Trinity Regional Water District (UTRWD), City of Dallas (Dallas) and City of Irving (Irving) to fund studies identified in the August 1, 2025, Final Mediated Agreement between Regions C and D. TRWD's portion of the total cost of both studies is **an amount not-to-exceed \$83,125**.

DISCUSSION:

On June 26, 2025, the Texas Water Development Board (TWDB) found that an interregional conflict existed between the 2026 Region C and Region D Initially Prepared Plans relating to the proposed Marvin Nichols Reservoir. Representatives from both Region C and Region D met in mediation in July 2025, resulting in the *Agreement Resolving the Declared Conflict Between the Region C and Region D 2026 Initially Prepared Water Plans* (Mediated Agreement), which was finalized on August 1, 2025.

The Mediated Agreement identifies two studies to be completed: 1) an independent study to address the potential benefits and impacts of Marvin Nichols and the anticipated associated mitigation land acquisition on the economic, agricultural, and natural resources of Regions C and D (Joint Study), and 2) an "Apples-to-Apples" monetary and non-monetary comparison of the Marvin Nichols and Toledo Bend projects using firm(s) that can provide a fresh assessment (Region C Only Study).

In addition to the required studies, the Mediated Agreement also stipulates that Regions C and D each identify up to five members to participate in an interregional working group tasked with completing the remaining requirements of the Mediated Agreement. The Region C Planning Group voted to appoint one member each from TRWD, NTMWD, UTRWD, Dallas, and Irving to this group. The interregional working group pursued funding for the required studies from the TWDB; however, no state resources were allocated. In order to advance the studies, the Region C members have agreed to share in the costs of the studies as outlined in the Interlocal Agreement. The cost of the Joint Study will be shared equally between Regions C and D, and the cost of the Region C

Only Study will be solely borne by the Region C members.

TRWD's portion of the cost of the Joint Study is an amount not-to-exceed \$59,375, and TRWD's portion of the cost of the Region C Only Study is an amount not-to-exceed \$23,750, for a total cost of not-to-exceed \$83,125.

This item was reviewed by the Construction and Operations Committee on August 10, 2026.

Submitted By:

Zachary Huff
Water Resources Engineering Director

INTERLOCAL AGREEMENT BETWEEN NORTH TEXAS MUNICIPAL WATER DISTRICT, TARRANT REGIONAL WATER DISTRICT, UPPER TRINITY REGIONAL WATER DISTRICT, CITY OF DALLAS, AND CITY OF IRVING FOR FUNDING OF STUDIES IDENTIFIED IN THE AUGUST 1, 2025, FINAL MEDIATED AGREEMENT BETWEEN REGIONS C AND D

THIS INTERLOCAL AGREEMENT FOR FUNDING OF STUDIES IDENTIFIED IN THE AUGUST 1, 2025, FINAL MEDIATED AGREEMENT BETWEEN REGIONS C AND D (the “Agreement”) is made and entered into as of this the _____ day of _____, 2026 by and between the North Texas Municipal Water District, a conservation and reclamation district created and operating pursuant to Article XVI, Sec. 59 of the Texas Constitution (“NTMWD”), the Tarrant Regional Water District, a conservation and reclamation district created and operating pursuant to Article XVI, Sec. 59 of the Texas Constitution (“TRWD”), the Upper Trinity Regional Water District, a conservation and reclamation district created and operating pursuant to Article XVI, Sec. 59 of the Texas Constitution (“UTRWD”), the City of Dallas, Texas, a home rule city organized and operating pursuant to the Texas Constitution and the laws of the State of Texas, (“Dallas”), and the City of Irving, Texas, a home rule city organized and operating pursuant to the Texas Constitution and the laws of the State of Texas, (“Irving”), also each referred to as a “Party,” or collectively, the “Parties.”

W I T N E S S E T H :

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to: NTMWD’s enabling legislation, Chapter 62, Acts of the 52nd Legislature, 1951 (Article 8280-141, Vernon’s Texas Civil Statutes); TRWD’s enabling legislation, Chapter 268, Acts of the 55th Legislature, 1957 (Article 8280-207, Vernon’s Texas Civil Statutes); UTRWD’s enabling legislation, Chapter 1053, Acts of the 71st Legislature, 1989; the Dallas City Charter; the Irving City Charter; Chapter 791 of the Texas Government Code; and other applicable laws;

WHEREAS, on June 26, 2025, the Texas Water Development Board (TWDB) found that an interregional conflict existed between the 2026 Region C and Region D Initially Prepared Plans and invited the regional water planning groups to engage in mediation to attempt to resolve the conflict; and,

WHEREAS, at the end of July 2025, representatives from both Region C and Region D met in mediation and discussed the issues related to the conflict in their regional water plans relating to the proposed Marvin Nichols Reservoir; and,

WHEREAS, the mediation resulted in the Agreement Resolving the Declared Conflict Between the Region C and Region D 2026 Initially Prepared Water Plans (the “Mediated Agreement,” attached as Exhibit A), which was finalized on August 1, 2025; and,

WHEREAS, one of the provisions of the Mediated Agreement is that Regions C and D support an independent study to address the potential benefits and impacts of Marvin Nichols and the anticipated associated mitigation land acquisition on the economic, agricultural, and natural resources of Regions C and D (the “Joint Study”); and,

WHEREAS, the Mediated Agreement provides that Regions C and D will each identify up to five (5) members to participate in an interregional working group to cooperatively participate in interregional activities related to the Joint Study and seek opportunities to jointly communicate about the study scoping, progress and conclusions; and,

WHEREAS, on September 5, 2025, the Region C Planning Group voted to appoint one member each from NTMWD, UTRWD, TRWD, Dallas, and Irving to the interregional working group; and,

WHEREAS, the Mediated Agreement also provides that Regions C and D would jointly pursue immediate funding for the Joint Study through TWDB, and that, should state resources not be allocated, both Regions C and D would work to advance the Joint Study and agree to equally share the costs of said study, not to exceed \$250,000 each; and,

WHEREAS, the Mediated Agreement also requires that Region C will seek funding from TWDB to facilitate and conduct an “Apples-to-Apples” monetary and non-monetary comparison of the Marvin Nichols and Toledo Bend projects using firm(s) that can provide a fresh assessment (the “Region C Only Study”); and,

WHEREAS, no state resources have been allocated for either the Joint Study or the Region C Only Study (collectively referred to as the “Studies”); and,

WHEREAS, the Parties recognize the need to move forward with completing both the Joint Study and the Region C Only Study in accordance with the Mediated Agreement and desire to share in the costs of both studies as outlined in this Agreement; and,

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

AGREEMENT

Section 1. PURPOSE. The Parties agree to participate in and provide funding for the Joint Study and Region C Only Study as set forth herein.

Section 2. CONSULTANT. The Consultant(s) (“Consultant”) for both the Joint Study and the Region C Only Study has/have not yet been selected. For the Joint Study, Riverbend Water Resources District (“Riverbend”) has agreed to act as the contracting agency, to facilitate: 1) the issuance of the Request for Qualifications, 2) the selection of the Consultant, 3) execution of a contract with Consultant, and 4) payment of invoices for the duration of the contract. NTMWD

will enter into a separate contract with Riverbend for the sole purpose of providing funding from the Parties to Riverbend for the Joint Study.

NTMWD will act as the contracting agency with the Consultant for the Region C Only Study, to include execution of a contract with the Consultant, payment of invoices for the duration of the study and all other tasks necessary for administration of the contract. All other Project communication will be between Consultant and all the Parties directly. The Consultant for the Region C Only Study may be the same or different as the Joint Study, as determined through a separate selection process by the Region C members of the interregional working group.

Section 3. TERM OF AGREEMENT. This Agreement shall commence on the date last executed by a party hereto and shall terminate upon completion of the Project or June 30, 2028, whichever occurs first. For purposes of this Agreement, completion of the Project means the completion of both the Joint Study and Region C Only Study and final payment for each.

Section 4. COST SHARING. For the Joint Study, the Parties agree to share in 50 percent of the total cost of the study, up to \$250,000 (\$500,000 maximum total study cost), as specified in the Mediated Agreement. The cost shares are as follows (all amounts are not-to-exceed):

NTMWD: \$59,375.00 (23.75%)
TRWD: \$59,375.00 (23.75%)
Dallas: \$59,375.00 (23.75%)
UTRWD: \$59,375.00 (23.75%)
Irving: \$12,500.00 (5%)

The obligation of the Parties to remit payment for their cost share amount is contingent on the ability of Region D to secure funding. In the event Region D is unable to secure funding, or secures funding for an amount less than \$250,000 for their share of the Joint Study, the Parties will only be required to submit their proportional share of a total that is equal to the amount of funding secured by Region D.

For the Region C Only Study, the Parties agree to share in the total cost of the study up to \$100,000 using the same cost shares as outlined above for the Joint Study. The cost shares are as follows (all amounts are not-to-exceed):

NTMWD: \$23,750.00 (23.75%)
TRWD: \$23,750.00 (23.75%)
Dallas: \$23,750.00 (23.75%)
UTRWD: \$23,750.00 (23.75%)
Irving: \$5,000.00 (5%)

Section 5. FEES IN EXCESS OF COST ESTIMATE. If the total cost of either the Joint Study or the Region C Only Study exceeds the estimates stated above, upon written approval of the Parties, the excess amount will be divided among the Parties and paid in the proportional amounts described in Section 4. Any excess funds, if any, for either the Joint Study or the Region

C Only Study shall be refunded to the Parties in proportion to their respective cost shares as defined in Section 4.

Section 6. REMITTANCE OF COST SHARES.

a. Prior to Riverbend (for the Joint Study) or NTMWD (for the Region C Only Study) awarding the consulting services contract to each selected Consultant for the Studies, each Party shall remit their respective cost shares as stated in Section 4 to NTMWD within thirty (30) calendar days of receipt of written request from NTMWD. NTMWD shall apply each Party's cost shares equally, including its own, to pay Consultant's invoices it receives as the Studies progress. NTMWD will provide each Party a copy of each Consultant invoice and documentation of each invoice payment within thirty (30) days of NTMWD's payment.

b. For the Joint Study, NTMWD will remit payment to Riverbend upon execution of a separate agreement with Riverbend.

c. In the event the consulting services contract solicitation for the Studies is canceled, or alternatively, Riverbend (for the Joint Study) or NTMWD (for the Region C Only Study) does not award the consulting services contract for the Studies, NTMWD shall return the Parties' respective cost shares as stated in Section 4 to each Party within thirty (30) days of written requests. NTMWD shall refund any excess funds, if any, after the completion of the Studies to the Parties in proportion to their respective cost shares as stated in Section 4.

Section 7. PAYMENT FROM CURRENT REVENUES. The Parties agree that the payments required by this Agreement for the performance of governmental functions or services shall be made from current revenues available to each paying Party.

Section 8. MODIFICATION. This Agreement may be changed or modified only by written agreement of the Parties and only after having obtained approval from the governing bodies of all the Parties.

Section 9. FORCE MAJEURE. If by reason of force majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics (including pandemics), landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, cyber security events, or on account of any other causes not reasonably within the control of the Party claiming such inability.

Section 10. REGULATORY BODIES AND LAWS. This Agreement is subject to all applicable Federal and State Laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction.

Section 11. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the Party to be notified and sent via first-class mail and by certified mail/return-receipt requested, or by delivering the same to an officer of such Party. Notice deposited in the mail in the manners hereinabove described shall be deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to NTMWD, to:

North Texas Municipal Water District
Attn: Executive Director/General Manager
P.O. Box 2408
Wylie, Texas 75098

If to TRWD, to:

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

If to UTRWD, to:

Upper Trinity Regional Water District
Attn: Executive Director
900 N Kealy Ave
PO Box 305
Lewisville, TX 75067

If to Dallas, to:

Dallas Water Utilities
Attn: Water Utilities Director
1500 Marilla Street

Dallas, TX 75201

If to Irving, to:

City of Irving
Attn: Water Utilities Director
333 Valley View Ln.
Irving, Texas 75061

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

Section 12. SEVERABILITY. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

Section 13. GOVERNING LAW; VENUE. All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Collin County, Texas. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the State District Court of Collin County, Texas. The Parties agree to submit to the jurisdiction of said court.

Section 14. SOLE AGREEMENT. This Agreement constitutes the sole and only agreement of NTMWD, TRWD, UTRWD, Dallas, and Irving, and supersedes any prior understanding or oral or written agreements between NTMWD, TRWD, UTRWD, Dallas, and Irving with respect to the subject matter of this Agreement.

Section 15. 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.

Section 16. WAIVER. Any waiver at any time by any Party of its rights with respect to default under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

Section 17. REMEDIES. Nothing in this Agreement shall be construed as, in any manner, to abridge, limit or deprive any Party hereunto of any means which it could otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

Section 18. RELATIONSHIP OF THE PARTIES. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon any of the Parties. None of the Parties shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any of the other Parties.

Section 19. SUCCESSION AND ASSIGNMENT. This Agreement is binding upon and shall inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement may not be assigned by any Party hereto without the prior written notice to, and prior written approval by, the other Parties, which consent may be withheld without cause.

Section 20. RECITALS AND EXHIBITS INCORPORATED. The recitals contained in the preamble hereof and the exhibits hereto are hereby found to be true, and such recitals and exhibits are hereby made a part of this Agreement for all purposes.

Section 21. AUTHORITY TO EXECUTE. Each person signing on behalf of the Parties hereby confirms that they have the authority to execute this Agreement on behalf of the Party indicated by their signature.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, to be effective on the last date written below.

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____
Jenna Covington, P.E.
Executive Director

_____ Date

TARRANT REGIONAL WATER DISTRICT

By: _____
Dan Buhman,
General Manager

_____ Date

UPPER TRINITY REGIONAL WATER DISTRICT

By: _____
Larry N. Patterson, P.E.
Executive Director

_____ Date

**CITY OF DALLAS
KIMBERLY BIZOR TOLBERT
City Manager**

By: _____
Assistant City Manager

_____ Date

**Approved as to Form:
BERTRAM A. VANDENBERG
Interim City Attorney**

By: _____
Assistant City Attorney

_____ Date

CITY OF IRVING

By: _____
Chris Hillman,
City Manager

_____ Date

Exhibit A

**Agreement Resolving the Declared Conflict
Between the Region C and Region D 2026 Initially Prepared Water Plans**

On June 26, 2025, the Texas Water Development Board (TWDB) found that an interregional conflict existed between the 2026 Region C and Region D Initially Prepared Plans and invited the regional water planning groups to engage in mediation to attempt to resolve the conflict.

On July 25, 28, 29, 30, and 31, 2025, the undersigned representatives of the regions met in mediation and discussed the issues related to the current conflict in their regional water plans relating to the proposed Marvin Nichols Reservoir.

The undersigned representatives of Region C and Region D agree to resolve the conflict that the TWDB found between their Initially Prepared Plans as follows:

1. Region C will make Toledo Bend a Recommended Strategy (alongside Marvin Nichols Reservoir) so both can be explored.
 - a. Region C will advance the Marvin Nichols project to 2070 and include Toledo Bend as a recommended water management strategy in the current round of planning.
 - b. Region C will seek funding from TWDB to facilitate and conduct an “Apples-to-Apples” monetary and non-monetary comparison of the Marvin Nichols and Toledo Bend projects. Study is to be conducted by firm(s) that can provide a fresh assessment, commence by March 2026, and be completed by July 2027.
 - c. Neither Region will protest either regional plan; and, each Region’s board and board members will serve as representatives of this agreement, refraining from activities whose aim is to adversely impact the examination of the Marvin Nichols project prior to 2030. Members may continue to express their personal preferences and opinions regarding the proposed project but agree to honor the process outlined in this agreement.
 - d. No application for permitting would occur for Marvin Nichols prior to 2030.
2. Regions C and D will support an independent study to address the potential benefits and impacts of Marvin Nichols and the anticipated associated mitigation land acquisition on the economic, agricultural, and natural resources of Regions C and D.
 - a. Regions C and D will jointly pursue immediate funding through TWDB with the intent to initiate the study no later than March 2026. The study must be completed by July 2027. Should state resources not be allocated, Regions C and D would work to advance this study and agree to equally share the costs of the study (not to exceed \$250,000 each, unless subsequently agreed upon).
 - b. Regions C and D will each identify up to 5 members to participate in an interregional working group to cooperatively participate in interregional activities related to the independent study and seek opportunities to jointly communicate about the study scoping, progress, and conclusions.

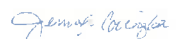
**Agreement Resolving the Declared Conflict
Between the Region C and Region D 2026 Initially Prepared Water Plans**

- c. The study will include consideration of economic, agricultural, and natural resource impacts in Regions C and D, including monetary and non-monetary factors, such as: water affordability, private property rights, community impacts; mitigation land scenarios (including assessment of compensation strategies for impacted landowners and industries); and unexplored economic opportunities to Region D associated with Marvin Nichols implementation.
 - d. Results of the study should be included in the September 2028 Technical Memoranda along with acknowledgements from Regions C and D of their participation in the study scoping and selection of the contractor(s).
3. Regions C and D will jointly seek state financial support for alternatives to Marvin Nichols that are more costly, to resolve this ongoing conflict.
4. Regions C and D will engage in a joint informational campaign to convey information considered in, and resulting from, this negotiated agreement, including: 1) a shared statement on the outcome of mediation and what is going into the Initially Prepared Plans as a result, and 2) mutually agreed upon facts from the Initially Prepared Plans that influenced the resolution of the interregional conflict.

The undersigned representatives agree to transmit this agreement to the Texas Water Development Board and further agree (1) to seek ratification of this agreement by their respective regional water planning groups, and (2) to seek inclusion of the language relating to the terms of the agreement in their region's adopted 2026 regional water plans.

For Region C

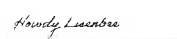

Dan Buhman Date: 01/08/25


Jenna Covington Date: 31/07/25


Larry Patterson Date: 31/07/25

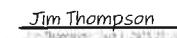

Sarah Standifer Date: 31/07/25

For Region D


Howdy Lisenbee Date: 31/07/25


Fred Milton Date: 31/07/25


Travis Ransom Date: 31/07/25


Jim Thompson Date: 01/08/25

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: August 18, 2026

SUBJECT: Consider Approval of Raw Water Contract Renewal with Cedar Creek Country Club

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of a raw water irrigation contract renewal with Cedar Creek Country Club ("CCCC").

DISCUSSION:

CCCC is an existing TRWD irrigation customer on Cedar Creek Reservoir. The 2016 Irrigation Contract (2016 Contract) between CCCC and TRWD was executed on September 7, 2016.

The 2016 Contract authorized that CCCC may withdraw an annual not-to-exceed volume of 125 acre-feet per year (AFY) (0.112 million gallons per day (MGD)) for irrigation of a golf course. The 2016 Contract established an initial contract term of 10 years. The proposed 2026 Irrigation Contract reduces CCCC's maximum volume to 90 AFY (0.080 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 August 10, 2026.

Submitted By:

Zachary Huff
Water Resources Engineering Director

**Tarrant Regional Water District
Irrigation Contract**

**Cedar Creek Country Club
Cedar Creek 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 **CEDAR CREEK COUNTRY CLUB** ("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 Cedar Creek 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) 08-4976.
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

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) 08-4976, District agrees to sell Purchaser up to 90 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 90 acre-feet per year (0.080 million gallons per day) in an Annual Payment Period, as defined in Section 13, 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 1000 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 in acre feet (Section 4 of this Agreement) * 10% of District's Standard Rate (Section 14 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, 2025, 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

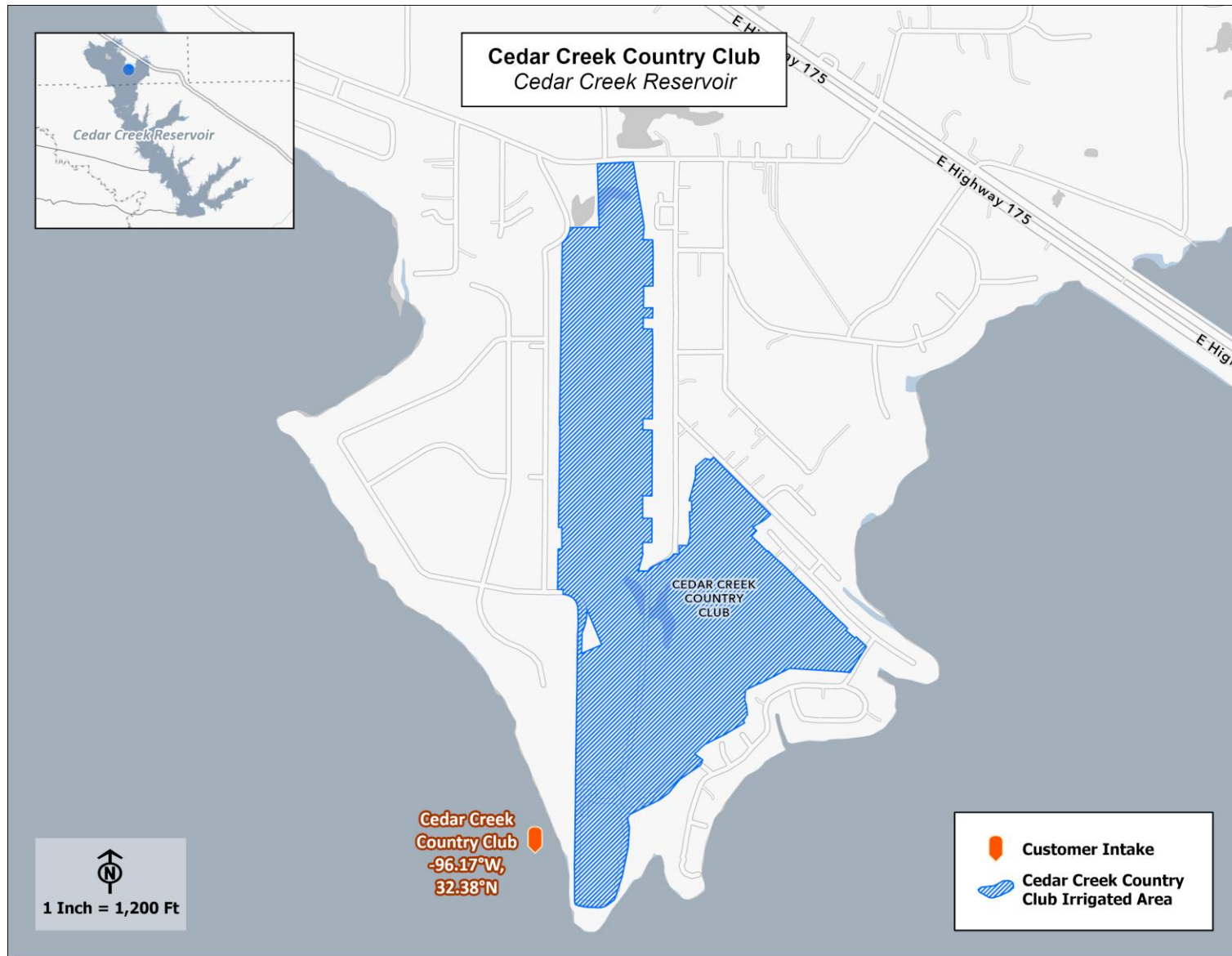
DATE: _____

Cedar Creek Country Club
18392 Country Club Dr.
Kemp, TX 75143
Attn: General Manager

BY: _____
Tim Lilly
General Manager

DATE: _____

Exhibit 1 Location of Point of Delivery and Irrigated Area



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: August 18, 2026

SUBJECT: Consider Approval of Contract Amendment with Plummer for Additional Engineering Services to Design the Marty Leonard Wetlands Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in the amount of \$714,110** with Plummer for design of the Trinity River Bypass, implementation of 90% design changes, project bundling, design review workshops, and federal grant assistance. These engineering services include permitting, 60%, 90%, and 100% design phase services. The current contract amount is \$11,244,912, and the revised not-to-exceed contract amount, including this contract amendment, will be \$11,959,022.

DISCUSSION:

In February 2022, the District awarded an engineering design contract to Plummer for the design of a constructed wetland system capable of treating reuse water from the Trinity River to enhance the District's water supply. Plummer's agreement is specifically for wetland design and includes the design of sedimentation basins, canals, pipelines, and wetland cells. Design of pump stations and conveyance are being completed by others. The Marty Leonard Wetlands are a key component of TRWD's Integrated Water Supply Plan and support the District's strategic objectives by enhancing water supply reliability through the utilization of reuse, improving water quality, and promoting responsible environmental stewardship.

The wetland design is progressing from the 60 percent stage to the 90 percent stage. During 60% design development, the Plummer team identified operational and flooding constraints related to the discharge of excess water and vegetation from the wetland system. To alleviate the identified constraints, Plummer proposed a second discharge point directly to the Trinity River, known as the Trinity River Bypass. The design of the Trinity River Bypass structure, as well as the associated canal and earthwork, were not scoped in the original contract. Thus, a contract amendment is requested to fund the final design phases for the Bypass.

Other services requested for funding in this amendment include work not contemplated in the original contract for 90% design changes to the earthwork model, canals, pipelines, construction package bundling, design review workshops, and federal grant assistance.

These engineering services will occur over the next 15 months, with construction anticipated to begin in late 2028. The detailed scope of services associated with this amendment is attached for reference.

This item was reviewed by the Construction and Operations Committee on August 10, 2026.

Submitted By:

Jennifer Owens
Environmental Services Director



PLUMMER

AMENDMENT #4

Tarrant Regional Water District Marty Leonard Wetlands Project

August 18, 2026

BACKGROUND

The Marty Leonard Wetlands (MLWL) project is capable of delivering up to 176 million gallons per day (MGD) of wetland treated water to the Cedar Creek Reservoir during peak operation and is a critical component of TRWD's reuse water supply strategy. As part of the design, this innovative wetland system relies on discharge structures to evacuate water and vegetation during operational outages, periods of poor water quality, heavy rainfall and flooding, and heavy biomass (vegetation) accumulation in the system. The end point for all discharged water and biomass that is not pumped to Cedar Creek Reservoir is the Trinity River. Preliminary 30% designs accommodated the need to discharge excess water and biomass with an inflatable dam at the terminus of the treated water canal (TWC). Overflow from the dam would be routed to Cottonwood Creek near the confluence with Bois d'Arc Creek which meanders into the Trinity River. This section of Bois d'Arc Creek is heavily wooded and has at least one off-property cross-section that is modeled to create significant back-water and potential flooding at flow rates less than 50% of the potential design flow to the Trinity River. During 60% design, Plummer determined that full discharge down Bois d'Arc alone could prove problematic by exacerbating local flooding within and adjacent to TRWD property, posing safety concerns, and requiring excessive channel maintenance and debris removal within the creek. Additionally, earlier design iterations would have required floating biomass to pass through the TWC pipeline that moves under Cottonwood Creek, which could lead to clogging. The TWC pipeline acts as a critical artery for over 90% of the treated water to reach the relift pump station and biomass clogging presents a significant operational risk. As part of design reviews for the MLWL project, TRWD acknowledged these challenges and requested that Plummer look at alternative discharge structures for the wetland system.

In order to reduce the risks associated with a single discharge point on Bois d'Arc Creek and to protect the TWC pipeline, Plummer recommended revisions to the final project design to incorporate a bypass system discharging directly to the Trinity River prior to the entrance to the TWC pipeline. TRWD accepted Plummer's recommendation and, as part of Additional Services Reallocation #3, approved additional services money to fund the design of the Trinity River Bypass (TRB) structure to 30% to be included in the U.S. Army Corps of Engineers permit application. Out-of-scope services are now required to bring the TRB structure to 60%, 90%, and 100% design. Project components that also need additional funding include federal grant application support and additional 90% design work due to tasks associated with project bundling and design changes (not including Trinity River bypass) agreed upon post 30% design review. The tasks associated with the requested additional funds are detailed below using the task breakdown structure consistent with the Plummer MLWL Scope of Work.

BASIC SERVICES

Trinity River Bypass Design

Task 5 – Trinity River Bypass Design to 60%:

1. Update existing and draft new Plan sheets for Bypass Design through 60% design completion (up to 20 new sheets)
2. Develop, compile and/or draft specifications specific to the design of the Trinity River Bypass
3. Outfall design and coordination; includes work with structural subconsultant
4. QA/QC for 60% Bypass Design
5. OPCC to 60% for Bypass Design components
6. 60% Workshop for design review
7. Meetings

Task 6 – Trinity River Bypass Design to 90%:

1. Plan sheet revisions for Bypass Design through 90% design completion
2. Coordinate with manufacturers and revise specifications specific to the Trinity River Bypass
3. Outfall design and coordination; includes work with structural subconsultant
4. QA/QC for 90% Bypass Design components
5. OPCC to 90% for Bypass Design components
6. 90% Workshop for design review
7. Meetings

Task 7 – Trinity River Bypass Design to 100%:

1. Plan sheet revisions for Bypass Design through 100% design completion
2. Finalize front-end and specifications specific to the Trinity River Bypass.
3. Outfall design and coordination; includes work with structural subconsultant
4. QA/QC for 100% Bypass Design components
5. OPCC to 100% for Bypass Design components
6. Meetings

90% Wetland design, anticipated additional workload

Task 6 – 90% Design Change Support

2. 90% Wetland Design - earthwork to include Trinity Bypass Design & change from TWC pipeline running from East to West wetland section with a canal.
3. 90% Review workshop and comment incorporation
4. 90% Meetings and site visits, including those needed for construction package bundling
5. 90% design work to revise plans from dual Settled Water Canal pipes to single pipe
6. Envision support

Federal Grant Assistance

Task 3A –Title XVI Feasibility Study and Grant Application Support

1. Overage from previous Additional Work requested
2. Budget for additional support as needed

ADDITIONAL SERVICES

Additional services in the original contract are not being amended.

SCHEDULE

All tasks, including Task 3A, roll into and do not extend the existing MLWL project schedule, with primary delivery dates as follows:

- 90% Design Phase completion date: **August 27, 2027**
- 100% Design Phase completion date: **January 31, 2028**

To integrate the Trinity River Bypass design into the overall wetland 90% design submittal, an intermediary 60% review is requested representing the completion of Task 5. The submission date for Task 5 is **October 16, 2026**.

FEE

The following table outlines the cost associated with the contract amendment items.

Contract Amendment Items	
Task Description	
Trinity River Bypass Design	
Completion of the Trinity River Bypass Design to 60% (Task 5)	\$ 314,610.00
Trinity River Bypass Design 90% (Task 6)	\$ 110,300.00
Trinity River Bypass Design 100% (Task 7)	\$ 49,700.00
Subtotal	\$ 474,610.00
90% Wetland design, anticipated additional workload	
90% Wetland design (Task 6)	\$ 56,000.00
Review workshop, comment incorporation (Task 6)	\$ 38,400.00
Meetings and site visits (Task 6)	\$ 49,700.00
Design work to reduce SWC pipeline to one conduit (Task 6)	\$ 50,400.00
Additional Envision Support (Task 6)	\$ 30,000.00
Subtotal	\$ 224,500.00
Federal Grant Assistance	
Title XVI Feasibility Study & Grant App Support (Task 3A)	\$ 15,000.00
Subtotal	\$ 15,000.00
Total	\$ 714,110.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: August 18, 2026

SUBJECT: **Consider Approval of Contract with Flair Data Systems for Network Infrastructure Equipment and Support**

FUNDING: Fiscal Year 2026 General, Revenue, and Dallas Fund Budget - \$375,000

RECOMMENDATION:

Management recommends approval of a contract **in the amount of \$334,173.73** with Flair Data Systems to renew a Cisco network support subscription and replace Cisco networking hardware that has reached end-of-life.

DISCUSSION:

This hardware lifecycle refresh purchase and support contract will sustain critical IT infrastructure that enables core network communications throughout the district. The refresh is essential to ensure ongoing support, security updates, and minimized downtime resulting from obsolete equipment no longer eligible for support. Additionally, this purchase will grant the district comprehensive technical support, continuous software updates, and access to future feature enhancements.

This contract is through the DIR cooperative purchasing contract DIR-CPO-5347.

This item was reviewed by the Construction and Operations Committee on August 10, 2026.

Submitted By:

Travis Bird
Director of Information Services

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: August 18, 2026

SUBJECT: Consider Approval of Resolution Authorizing a Financing Agreement with the Texas Water Development Board for SWIRFT Funding with the Texas Water Development Board for the Mary's Creek Indirect Water Reclamation Project and Authorizing the General Manager and Chief Financial Officer to Execute the Financing Agreement for and on Behalf of TRWD

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of the resolution approving the Financing Agreement and authorizing the General Manager or Chief Financial Officer (each, an "Authorized Officer") to execute the Financing Agreement for and on behalf of the District. The proposed Financing Agreement with the Texas Water Development Board (TWDB) for State Water Implementation Revenue Fund for Texas (SWIRFT) funding for the Mary's Creek Indirect Water Reclamation Project - \$55,000,000 in substantially final form is attached for approval.

DISCUSSION:

In 2013, the Texas Legislature authorized transferring \$2 billion from the state's "Rainy Day Fund" to create a new loan program, later approved by Texas voters, to fund projects in the state water plan. This original investment in the SWIRFT is designed to fund close to \$27 billion in water supply projects over the next 50 years to ensure that Texas communities have adequate supplies of water during drought.

TWDB is offering low-interest, long-term, fixed-rate loans at below market rates. Interest rates are based on the TWDB's cost of funds, which reflects the agency's credit rating. This interest rate is further reduced by a subsidy established by the Texas Water Development Board. The current SWIRFT funding subsidy amount is approximately 14% for 30-year maturities for an estimated savings of \$6.1 million dollars over the 30-year repayment period of the bonds.

The TWDB approved the commitment to TRWD by resolution dated July 23, 2026, and is scheduled to sell bonds November 19, 2026. TRWD must approve this Financing Agreement by September 2, 2026, in order to stay on the schedule the TWDB has set for the issuance of the bonds. As the final Financing Agreement is not yet available for approval, management is requesting the Board approve a resolution allowing the General Manager and Chief Financial Officer to sign the final Financing Agreement once it is

approved and signed by the Texas Water Development Board. A substantially final version of the Financing Agreement is attached.

These funds will be used to construct 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.

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

Submitted By:

Sandy Newby
Chief Financial Officer

**A RESOLUTION AUTHORIZING A FINANCING
AGREEMENT WITH THE TEXAS WATER
DEVELOPMENT BOARD**

WHEREAS, the Tarrant Regional Water District, a Water Control and Improvement District (the "District") has made application to the Texas Water Development Board ("TWDB") for financial assistance in the financing of costs for construction, improvements, and extensions to the District's Water System, including financing and construction of the Mary's Creek Indirect Water Reclamation Project, including procurement, construction, inspection, testing, and legal expenses, and other System improvements; and,

WHEREAS, the TWDB adopted Resolution No. 26-085 on July 23, 2026, making a commitment to the District for financial assistance in the amount of \$55,000,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) administered by the TWDB; and,

WHEREAS, the District intends to sell to the TWDB bonds of the District in order to receive the TWDB's financial assistance from the SWIRFT; and,

WHEREAS, the TWDB has presented to the District the form of a Financing Agreement (the "Financing Agreement") in a total amount not-to-exceed the amount of the commitment made by the TWDB.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT THAT:

1. The Financing Agreement in substantially the form presented to the Board is hereby approved. The General Manager and Chief Financial Officer (each, an "Authorized Officer") are each hereby designated as an officer of the District authorized to execute the Financing Agreement for and on behalf of the District.

2. The Authorized Officers are each hereby authorized, based upon their sole judgment as to the best interests of the District, to terminate the Financing Agreement prior to the issuance of any bonds by the District pursuant to any such Financing Agreement.

THIS RESOLUTION ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS IN A REGULAR MEETING ON AUGUST 18, 2026, IN THE ADMINISTRATIVE OFFICES OF THE DISTRICT.

C.B. Team, Secretary

Leah M. King, President

DISTRICT SEAL



FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), and the Tarrant Regional Water District, A Water Control and Improvement District (District). The TWDB and the District may be referred to as the "Party or the Parties" in this Agreement.

RECITALS

The TWDB adopted Resolution 26-085 (Attachment A referred to as the Resolution) on July 23, 2026, making a commitment to the District for financial assistance in a total amount of \$55,000,000 (TWDB Commitment) from the State Water Implementation Revenue Fund for Texas (SWIRFT) or the Financial Assistance Account of the Development Fund II (DFund II) as the source account as determined by the Executive Administrator.

Through this Agreement, the District intends to sell to the TWDB the District's \$55,000,000 Tarrant Regional Water District, A Water Control and Improvement District, Water Revenue Bonds, Proposed Series 2026A (District Bonds) for the TWDB's financial assistance as further described in Attachment B.

The SWIRFT is funded in part with proceeds of the expected issuance of TWDB's revenue bonds (SWIRFT Bonds), issued under authority of Texas Water Code §§ 15.472 and 15.475, and Texas Constitution, Article III, Section 49-d-13.

The SWIRFT is funded, in part, with money received as repayment of financial assistance provided from the SWIRFT, under Texas Water Code § 15.472, which is used to pay the principal and interest on the SWIRFT Bonds, under Texas Water Code § 15.474, and Texas Constitution, Article III, Section 49-d-13(d) and (f.).

The SWIRFT Bonds are additionally secured by money made available under the terms of a bond enhancement agreement executed under authority of Texas Water Code §§ 15.434 and 15.435, and Texas Constitution, Article III, Section 49-d-12.

DFund II is funded, in part, with proceeds of the expected issuance of TWDB's Water Financial Assistance Bonds authorized under Texas Water Code § 17.959 and Texas Constitution, Article III, Sections 49-d-8, 49-d-9, 49-d-11, and money received as repayment of financial assistance provided from DFund II used to pay the principal and interest on such Bonds.

The Resolution provides that funding the TWDB Commitment is contingent on future sales of SWIRFT Bonds designated by the TWDB or a future sale of DFunds II Bonds or on the availability of funds on hand.

The Resolution authorizes the Executive Administrator of the TWDB to determine the source account, whether the SWIRFT or DFundII.

The TWDB intends to provide financial assistance from the SWIRFT to the District with proceeds of SWIRFT Bonds or from DFund II Bonds to the District.

The TWDB and the District desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the District.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the District agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENT. As further described in the Resolution, the TWDB committed to provide financial assistance to the District and the District hereby commits to borrow from the TWDB an amount not to exceed \$55,000,000 from the SWIRFT or DFund II (collectively or individually the TWDB Bonds) to be evidenced by the issuance and delivery of District Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A, Attachment B, and Attachment C. The District agrees that the Executive Administrator of the TWDB will determine the source account, whether the SWIRFT or the DFundII.

SECTION 2. TRANSACTION SCHEDULE AND EARLY REDEMPTION. By execution of this Agreement, the District acknowledges and represents that it has a current need for financial assistance from the TWDB and will take all necessary steps to issue and deliver the District Bonds to evidence the TWDB Commitment described in Section 1. The District further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing TWDB Bonds to fund the TWDB commitment described in the Resolution and in this Agreement. The District acknowledges that the TWDB Bonds, the subject of this Agreement, are being issued for the purpose of funding the District's requested financial assistance.

With respect to the District Bonds and the TWDB Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the debt service on the TWDB Bonds. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment of the District Bonds, as provided for in this Agreement and the Resolution. The District Bonds may be prepaid by the District on any date beginning on or after the first

scheduled interest payment date that occurs no earlier than 10 years from the dated date of the District Bonds. To confirm the terms of the District Bonds and the TWDB Bonds, the District shall execute this Agreement.

To mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the TWDB Bonds and the issuance and delivery of the District's Bonds to TWDB must occur not more than **sixty-four (64) days** apart as reflected in Attachment C. Failure by the District to issue and deliver to the TWDB the District's Bonds will result in the District being liable to the TWDB for the stipulated damages agreed to by the Parties in Section **3** of this Agreement.

SECTION 3. BINDING COMMITMENT. The TWDB agrees to take all necessary steps to issue the TWDB Bonds for the purposes described in this Agreement and in the Resolution upon receipt of this Agreement, which shall be signed and delivered by the District to the Executive Administrator of the TWDB at **least seventeen (17) days** before the initiation of the pricing of the TWDB Bonds, as set forth in Attachment C. The District acknowledges that the schedule provided in Attachment C is a best estimate by the TWDB and is subject to change by the TWDB. The TWDB expressly reserves the right to modify Attachment C at any time and shall provide the District with an updated Attachment C as soon as practicable upon any modification; provided that, if such modification of Attachment C occurs before the initiation of pricing of the TWDB Bonds and such modification results in an earlier scheduled pricing date, no such modification of Attachment C may result in the District having fewer than five (5) days between the receipt of the modified schedule and the TWDB posting the Preliminary Official Statement for the TWDB Bonds.

SECTION 4. BREACH OF AGREEMENT, LIQUIDATED DAMAGES.

- A. The Parties agree that the District may terminate this Agreement in writing with no penalty at any time up to fourteen (14) days before the initiation of the pricing of the TWDB Bonds, as set forth in Attachment C.
- B. The District understands and agrees that the District may terminate this Agreement in writing between **thirteen (13) days** and six (6) days prior to the initiation of the pricing of the TWDB Bonds (currently estimated to occur on September 25, 2026) as set forth in Attachment C, provided the District agrees to reimburse the TWDB from lawfully available funds of the District for its proportional share of transaction costs incurred by the TWDB, such as, but not limited to, any fees or costs related to any rating agency, financial advisor, legal counsel, or other similar party or related costs pertaining to the TWDB Bonds in an amount not to exceed \$66,328 (Transaction Cost Payment). The District shall be obligated to pay such costs to the TWDB no later than March 4, 2027.
- C. The District understands and agrees that the District may terminate this Agreement in writing within five (5) days prior to the initiation of the pricing of the TWDB Bonds as set forth in Attachment C and no later than 9:00 am Central Standard Time

DRAFT DELIBERATIVE DOCUMENT CONFIDENTIAL

Tarrant Regional Water District, A Water Control and Improvement District
Financing Agreement

on the day before the TWDB Bond Pricing, provided the District agrees to pay to the TWDB from lawfully available funds 1.0 percent of the amount of the commitment authorized in Section 1 of this Agreement (Pre-pricing Termination Payment), and additionally shall reimburse the TWDB from lawfully available funds of the District its Transaction Cost Payment. The District shall be obligated to pay such costs to the TWDB no later than March 4, 2027. The District understands and agrees that termination under this section will result in a total penalty amount of \$616,328.

- D. The District understands and agrees that TWDB would suffer and incur severe and irreparable damages if the District Bonds are not issued and delivered. Failure to issue the District Bonds by the date specified in Attachment C, as contemplated in this Agreement, shall be a breach of this Agreement and the District shall pay, from lawfully available funds of the District, a "Post-pricing Termination Payment" to the TWDB. The Post-pricing Termination Payment shall be an amount equal to 5.0 percent of the amount of the commitment authorized in Section 1 of this Agreement. The District shall pay the Post-pricing Termination Payment to the TWDB no later than March 4, 2027. The District shall also reimburse the TWDB from lawfully available funds of the District, its Transaction Cost Payment, plus the District's proportional share of the underwriters' discount incurred by the TWDB, no later than March 4, 2027. The District understands and agrees that failure by the District to issue the District Bonds by the date specified in Attachment C, will result in a total penalty amount pursuant to this section not to exceed \$3,077,578.

SECTION 5. AMORTIZATION STRUCTURE. The District shall provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. A final amortization structure will be required at least fourteen (14) days before the initiation of pricing of the TWDB Bonds in accordance with the provisions of this Agreement. The par amount included in Attachment B may be revised, subject to approval by the Executive Administrator of the TWDB, at any time up to the fourteenth (14) day before the initiation of pricing of the TWDB Bonds with no penalty.

The final amortization schedule adopted by the District as included in the District's Private Placement Memorandum and Bond Resolution must reflect the final amortization structure set forth in Attachment B. The District must provide the TWDB a final amortization schedule at least seven (7) days prior to adoption of District's Bond Resolution. To the extent the amortization schedule included in Attachment B does not match the amortization schedule included in the finally adopted bonds, the District will be subject to the damages described above in Section 4D.

SECTION 6. CONTINGENCIES AND TERMINATION.

- A. The Parties agree that the TWDB's obligation to purchase the District's Bonds with the TWDB Bond proceeds is contingent upon the TWDB receiving all legally required approvals for the issuance of the TWDB Bonds from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General. The TWDB's obligation to

purchase the District's Bonds with the TWDB is also contingent upon the purchase and delivery of the TWDB Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the TWDB Bonds.

Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the District, may extend or terminate this Agreement together with all of its obligations and duties without incurring any cost, fee, or penalty for either the TWDB or the District.

B. The Parties agree that the District's obligation to issue and deliver the District Bonds is contingent upon approval by the Texas Attorney General of the District Bonds. The District agrees to use its best efforts to obtain approval by the Texas Attorney General of the District Bonds to satisfy the closing requirements set forth in Section 2 of this Agreement. To this end, the District agrees as follows:

- (1) District shall timely file the transcript of proceedings for the District Bonds with the Texas Attorney General in accordance with the schedule contained in Attachment C;
- (2) District shall comply with the requirements and conditions contained in the Resolution;
- (3) District shall provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;
- (4) District shall provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and
- (5) District shall allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the District Bonds.

Accordingly, if, after the District employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained by the date specified in Attachment C, the TWDB, as a matter of law, at its sole discretion, may terminate this Agreement and upon termination the District shall pay, from any of its lawfully available funds, the Post-pricing Termination Payment no later than March 4, 2027, as provided in Section 4D. The District shall also reimburse the TWDB from lawfully available funds of the District its Transaction Cost Payment plus the District's proportional share of the underwriters' discount no later than March 4, 2027. The District understands and agrees that if the District does not obtain approval from the Texas Attorney General and issue its District Bonds by the date specified in Attachment C, it will be subject to total damages pursuant to this section not to exceed \$3,077,578.

SECTION 7. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the District Bonds shall

not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the District. The District agrees that it will not take or fail to take any action that will cause the TWDB Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 8. NOTICES. All notices, agreements or other communications required by this Agreement will be given, and will be deemed given, when delivered in writing to the address, facsimile, or email of the identified Party or Parties set forth below:

Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone (512) 475-4584 Facsimile (512) 475-2053	Tarrant Regional Water District, A Water Control and Improvement District Attn: <<ENTITY CONTACT>> <<ENTITY ADDRESS>> Telephone: Facsimile: E-mail:
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SECTION 9. SEVERABILITY. In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate, render unenforceable or otherwise affect any other provisions.

SECTION 10. AMENDMENTS, SUPPLEMENTS AND MODIFICATIONS. Other than the changes allowed under Section 3 and Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 11. APPLICABLE LAW. This Agreement and any amendments will be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. STATE AUDIT. By executing this Agreement, the District accepts the District of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The District must comply with any directive from the Texas State Auditor and will cooperate in any such investigation or audit. The District agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit.

SECTION 13. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure must provide notice of the event to the other Party as soon as practicable but not later than five business days after the event. Subject to this provision, such nonperformance will not be deemed a breach or a ground for termination.

SECTION 14. EFFECTIVE DATE. This Agreement is effective as of the date of the last signature below.

SECTION 15. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal **District** to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the District set forth above is binding upon the TWDB and the District upon both Parties' execution of this Agreement.

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EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT

By: _____

Name: <<RESPONSIBLE OFFICIAL>>

Title: <<TITLE>>

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Bryan McMath

Title: Executive Administrator

Date: _____

ATTACHMENT A

TWDB RESOLUTION NO. 26-085

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$55,000,000 TO TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND
IMPROVEMENT DISTRICT,
THROUGH THE PROPOSED PURCHASE OF
\$55,000,000 TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND
IMPROVEMENT DISTRICT, WATER REVENUE BONDS,
PROPOSED SERIES 2026A

(26-085)

Recitals:

The Tarrant Regional Water District, a Water Control and Improvement District, (District), located in Tarrant County, has filed an application for financial assistance in the amount of \$55,000,000 to finance the construction of a water supply project identified as Project No. 51105 (Project).

The District qualifies for financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of \$55,000,000 Tarrant Regional Water District, A Water Control and Improvement District, Water Revenue Bonds, Proposed Series 2026A (Obligations), together with all authorizing documents, as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff.

The District has offered a pledge of net revenues of the District's System as sufficient security for the repayment of the Obligations.

The interest rate subsidies as approved by the Board at its April 16, 2026 meeting, are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB SWIFT bond issuance and are subject to modification as necessary to preserve and maintain the integrity of the SWIFT Program. The subsidies will be available to the District without regard to the source of funds.

The project is designed for reuse.

In accordance with Texas Water Code § 17.124, the TWDB has considered all matters required by law and in particular the following:

1. The needs of the area to be served by the water supply project, the benefit of the water supply project to the area, the relationship of the water supply project to the overall, statewide water needs, and the relationship of the water supply project to the approved regional and state water plans.
2. And the availability of revenue to the District, from all sources, for the ultimate repayment of the cost of the water supply project, including interest.

Findings:

1. The application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M; or the requirements of Chapter 17, Subchapters D, E, and L, and the TWDB's rules set forth in 31 TAC Chapter 363, Subchapter A.
2. The Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a).
3. The public interest requires state assistance in the financing of this project, in accordance with Texas Water Code § 17.125(a)(1).
4. The District has adopted and implemented a water conservation plan in accordance with Texas Water Code § 16.4021 and 31 TAC § 363.1309(b)(1).
5. The project is designed for reuse.

NOW THEREFORE, based on these findings, the TWDB commits to the following:

1. A commitment is made by the TWDB to the Tarrant Regional Water District for financial assistance in the amount of \$55,000,000 from the State Water Implementation Revenue Fund for Texas or from the Financial Assistance Account of the Texas Water Development Fund II to be evidenced by the TWDB's proposed purchase of \$55,000,000 Tarrant Regional Water District, A Water Control and Improvement District, Water Revenue Bonds, Proposed Series 2026A. This commitment will expire on December 31, 2026.
2. The Executive Administrator is authorized to determine the source account, whether the State Water Implementation Revenue Fund for Texas or the Financial Assistance Account of the Texas Water Development Fund II.

The commitment is subject to the following:

Standard Conditions:

1. This commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand as determined by the TWDB.
2. This commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the District has complied with all of the requirements of the laws under which the Obligations were issued; that the Obligations were issued in conformance with the Constitution and laws of the State of Texas; and that the Obligations are valid and binding obligations of the District.
3. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

4. This commitment is contingent upon the District executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting the executed agreement to the TWDB consistent with the terms and conditions described in it.
5. Interest rate subsidies for non-level debt service structure are subject to adjustment by the Executive Administrator.
6. The District shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2) and shall require the paying agent/registrar to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee.

Required Obligation Conditions:

7. The Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption.
8. The Obligations must provide that the District will comply with all applicable TWDB laws and rules related to the use of the financial assistance.
9. The Obligations must provide that the District must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.
10. The Obligations must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
11. The Obligations must include a provision wherein the District, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the District's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of SEC rule 15c2-12, the continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the District's Obligations, if the TWDB sells or otherwise transfers the Obligations, and the beneficial owners of the TWDB's bonds if the District is an obligated person with respect to the bonds under SEC Rule 15c2-12.
12. The Obligations must require the District to levy a tax or maintain and collect sufficient rates and charges to produce system revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations.

13. The Obligations must require the District to use any surplus financial assistance proceeds from the Obligations remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator.
14. The Obligations must provide that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.
15. Financial assistance proceeds are public funds. Therefore, the Obligations must require that these proceeds be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.
16. Financial assistance proceeds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils or media at the Project site. The Obligations must provide that the District is solely responsible for liability resulting from acts or omissions of the District, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the District, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law.
17. The Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall be registered in the name of Cede & Co. and closed in book-entry-only form in accordance with 31 TAC § 363.42(c)(1).
18. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code § 17.183.
19. The District must immediately notify TWDB in writing of any suit against it by the Attorney General of Texas under Texas Government Code § 2.103 and Texas Penal Code § 1.10(f), related to federal laws regulating firearms, firearm accessories, and firearm ammunition.
20. The Obligations must require the District to submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
21. The Obligations must include a provision that, if the collateral or credit pledged by the District securing the Obligations is rated by a nationally-recognized statistical rating agency, the District, or other obligated person, will not discontinue the rating issued

by a nationally-recognized statistical rating agency until the underlying Obligations are retired or no longer held by TWDB.

Tax-Exempt Conditions:

22. The Obligations must prohibit the District from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated under it (Regulations).
23. The Obligations must provide that no portion of the proceeds of the financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of section 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments, as defined in the Code and Regulations, that produce a yield materially higher than the yield on the TWDB's bonds issued to provide the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with;
 - a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until the proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund within the meaning of section 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent the amounts do not exceed the lesser of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations.
24. The Obligations must require the District to take all necessary steps to comply with the requirement that amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of section 148 of the Code. The Obligations must provide that the District will:
 - a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and retain all records of the accounting for at least six years after the final Computation Date. The District may, however, to the extent permitted by law, commingle Gross Proceeds of its financial assistance with other money of the District, provided that the District separately accounts for each receipt and expenditure of the Gross Proceeds and the obligations acquired with the Gross Proceeds;

- b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and the associated rulings. The District shall maintain a copy of the calculations for at least six years after the final Computation Date;
 - c. pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date as additional consideration for providing financial assistance and in order to induce providing financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners of TWDB's Bonds for federal income tax purposes;
 - d. exercise reasonable diligence to ensure that no errors are made in the calculations required by paragraph (b) and, if an error is made, to discover and promptly correct the error within a reasonable amount of time, including payment to the United States of any interest and any penalty required by the Regulations.
25. The Obligations must include a provision prohibiting the District from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes.
26. The Obligations must provide that the District will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of section 149(b) of the Code.
27. The Obligations must contain a covenant that the District will refrain from using the proceeds of the Obligations to pay debt service on another issue of the borrower's obligations in contravention of section 149(d) of the Code (related to "advance refundings").
28. The Obligations must provide that neither the District nor a party related to it will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the District by the TWDB.

Pledge Conditions:

29. The Obligations shall be on parity with any existing obligations that are secured with the same pledge of security as the proposed Obligations.
30. The Obligations shall be governed by the additional debt test and reserve requirement as provided in the outstanding Tarrant Regional Water District, A Water Control and Improvement District, Water Revenue Bonds, Series 2015A.

Conditions To Close Or For Release Of Funds:

31. Before closing, the District must submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements.
32. Before closing, if not previously provided with the application, the District shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator.
33. Before closing, when any portion of financial assistance is to be held in escrow or in trust, the District shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB.
34. Before closing, the District shall provide certification that the average weighted maturity of the Obligations purchased by the TWDB does not exceed 120% of the average reasonably expected economic life of the Project.
35. Before closing, the y shall submit to the escrow agent a closing memo signed by the Executive Administrator.
36. Before closing, the District's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the District when rendering this opinion.
37. Before closing, the District's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the District when rendering this opinion.
38. The transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the District's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations.
39. The transcript must include evidence that the information reporting requirements of section 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of section 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply.

Special Conditions:

40. Before the release of funds for the costs of planning, engineering, architectural, legal, title, fiscal, economic investigation, studies, surveys, or designs for that portion of the Project that proposes surface water or groundwater development, the Executive Administrator must have either issued a written finding that the District has the right to use the water that the Project financed by the TWDB will provide or a written determination that a reasonable expectation exists that such a finding will be made before the release of funds for construction.
41. Before the release of construction funds for that portion of a Project that proposes surface water or groundwater development, the Executive Administrator must have issued a written finding that the District has the right to use the water that the Project financed by the TWDB will provide.
42. The District must notify the Executive Administrator before taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility.
43. The Obligations must include a provision requiring that, before any action by the District to convey its Obligations held by the TWDB to another entity, the conveyance and the assumption of the Obligations must be approved by the TWDB.

APPROVED and ordered of record this the 23rd day of July 2026.

TEXAS WATER DEVELOPMENT BOARD



L'Oreal Stepney

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: 7/23/26

ATTEST:



Bryan McMath, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds: \$55,000,000 Tarrant Regional Water District, Water Control and Improvement District, Revenue Bonds (Mary's Creek Project), Series 2026A

Project Name: Reuse from Mary's Creek WRF

Project Number: 51105

Aggregate Principal Amount of Borrower Bonds: \$55,000,000

Anticipated Closing Date: November 19, 2026

Dated Date: November 1, 2026

First Principal Payment Date: March 1, 2027

First Interest Payment Date: March 1, 2027

Maturity Schedule:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Maturity</u>	<u>Principal Amount</u>
03/01/2027	\$ 1,125,000	03/01/2042	\$ 1,730,000
03/01/2028	1,135,000	03/01/2043	1,795,000
03/01/2029	1,165,000	03/01/2044	1,860,000
03/01/2030	1,195,000	03/01/2045	1,935,000
03/01/2031	1,225,000	03/01/2046	2,010,000
03/01/2032	1,260,000	03/01/2047	2,090,000
03/01/2033	1,295,000	03/01/2048	2,180,000
03/01/2034	1,330,000	03/01/2049	2,270,000
03/01/2035	1,370,000	03/01/2050	2,365,000
03/01/2036	1,410,000	03/01/2051	2,465,000
03/01/2037	1,455,000	03/01/2052	2,570,000
03/01/2038	1,500,000	03/01/2053	2,680,000
03/01/2039	1,555,000	03/01/2054	2,795,000
03/01/2040	1,610,000	03/01/2055	2,915,000
03/01/2041	1,665,000	03/01/2056	3,045,000

ATTACHMENT C
FINANCING SCHEDULE*

DATE	ACTION
07/23/2026	TWDB approval of commitments
09/7/2026	<i>Labor Day Holiday**</i>
09/4/2026	<i>Financing agreement - last day to execute (19 calendar days prior to initiation of pricing)</i>
09/9/2026	Financing agreement (Sec. 4A) - last day political subdivisions can terminate without penalty (14 calendar days prior to initiation of pricing)
09/9/2026	Financing agreement (Sec. 5) - last day political subdivisions can modify maturity schedule (14 calendar days prior to initiation of pricing)
09/17/2026	Financing agreement (Sec. 4B) - last day political subdivisions can terminate with costs of issuance (6 calendar days prior to initiation of pricing)
09/21/2026	Financing agreement (Sec. 4C) - before 9:00 a.m. CDT political subdivisions can terminate with costs of issuance and 1% penalty (1 calendar day prior to pricing).
09/22/2026	TWDB bond pricing initiation (pre-pricing begins)
09/24/2026 -	
09/25/2026	TWDB bond pricing
10/1/2026	TWDB approves interest rates available to political subdivisions
10/9/2026	TWDB bond closing (political subdivisions must close within 56 calendar days)
10/10/2026 to 12/11/2026	Closings on political subdivision obligations
10/12/2026	Columbus Day Holiday (TWDB open)**
Various	Political subdivisions adopt bond resolutions and/or master agreements
Various	Political subdivisions submit transcripts to Texas Attorney General in preparation of closing
11/11/2026	<i>Veteran's Day Holiday**</i>
11/26/2026	<i>Thanksgiving Holiday**</i>
11/27/2026	<i>Thanksgiving Holiday**</i>
12/11/2026	Last day to close on political subdivision obligations
12/11/2026	Financing agreement (Sec. 4D) - penalty applied to any political subdivision failing to issue debt Start of post - pricing termination payment period (includes costs of issuance, underwriters' discount and 5% penalty)
03/4/2027	Last due date for payment of penalties

**Preliminary, subject to change*

***State agency holidays are reflected to show when TWDB is closed; they are counted towards deadlines.*

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: August 18, 2026

SUBJECT: **Vote to Place a Proposal to Adopt a Tax Year 2026 Tax Rate of \$.0273/\$100 on the Agenda for the September 15, 2026 Board of Directors Meeting**

Establish a Date for a Public Hearing to be Held September 10, 2026, at 9:30 AM on the Proposed Tax Year 2026 Tax Rate of \$.0273/\$100

FUNDING: N/A

RECOMMENDATION:

Management recommends the Board vote to place a proposal to adopt a tax year 2026 tax rate of \$.0273/\$100 on the agenda of the September 15, 2026 Board of Directors Meeting.

Management also recommends establishing the date for a public hearing to be held September 10, 2026, at 9:30 AM on the proposed tax year 2026 tax rate of \$.0273/\$100.

DISCUSSION:

In accordance with both the Texas Water Code and the Texas Tax Code, the Board must vote to place a proposal to adopt the tax year 2026 tax rate on the agenda of the September 15, 2026, Board Meeting.

Prior to the adoption of the tax rate, the District is required to establish a public hearing date, publish a notice titled "Water District Notice of Public Hearing on Tax Rate," and conduct a public hearing.

The hearing notice will be placed in the Commercial Recorder on September 1, 2026.

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

Submitted By:

Sandy Newby
Chief Finance Director

DRAFT
Water District
Notice of Public Hearing on Tax Rate

Please be advised that a quorum of the Board of Directors of Tarrant Regional Water District (TRWD) will convene on the below date and time for the purpose of conducting a Public Hearing on the TRWD tax rate. Please be further advised that some members of the Board of TRWD may participate remotely by videoconference.

The link to view and listen to the meeting via internet is

<https://www.trwd.com/boardvideos/>

Citizens may present public comment at this time, limited to three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is 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.

The Tarrant Regional Water District will hold a public hearing on a proposed tax rate for the tax year 2026 on September 10, 2026 9:30 a.m. at 800 East Northside Drive Fort Worth, Texas 76102. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

FOR the proposal: _____ (names of all members of the

AGAINST the proposal: _____ governing body and how each

PRESENT and not voting: _____ voted on the proposed tax rate)

ABSENT: _____

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	Last Year	This Year
Total tax rate (per \$100 of value)	<u>0.0265</u> /\$100 Adopted	<u>0.0273</u> /\$100 Proposed
Difference in rates per \$100 of value	\$ <u>0.0008</u> /\$100	
Percentage increase/decrease in rates(+/-)	<u>3.02</u> %	
Average appraised residence homestead value	\$ <u>290,901</u>	\$ <u>302,911</u>
General homestead exemptions available (excluding 65 years of age or older or disabled person's exemptions)	\$ <u>0</u>	\$ <u>0</u>
Average residence homestead taxable value	\$ <u>290,901</u>	\$ <u>302,911</u>
Tax on average residence homestead	\$ <u>77.09</u>	\$ <u>82.69</u>
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-)	\$ <u>5.60</u>	
and percentage of increase (+/-)	<u>7.26</u> %	

NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than eight percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 14

DATE: August 18, 2026

**SUBJECT: Consider Approval of Authorization to Acquire Real Property Interests
by Purchase for the Cedar Creek Pipeline Rehab 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 13

DATE: August 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 Conflicts with Chapter 551, and

Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property Related to the Cedar Creek Pipeline Rehabilitation Project

DISCUSSION:

- Pending litigation
- Real property issues

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 14

DATE: August 18, 2026

**SUBJECT: Consider Approval of Authorization to Acquire Real Property Interests
by Purchase for the Cedar Creek Pipeline Rehab Project**

DISCUSSION:

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

Next Scheduled Board Meetings

September 10, 2026 at 9:30 AM (Special Called Meeting)

September 15, 2026 at 9:00 AM