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 15th Day of September 2026 at 9:00 a.m.
Front Doors to the Main Admin Building at 800 East Northside Drive Will Open to the Public at 8:30 a.m. and Close Fifteen (15) Minutes After the Meeting Adjourns

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

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

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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 August 4, 2026, and August 18, 2026**

4. **Consider Approval of Fiscal Year 2027 General Fund Budget - Sandy Newby, Chief Financial Officer**

5. **Vote to Adopt a Tax Rate of $.0273/$100 for Tax Year 2026 - Sandy Newby, Chief Financial Officer**

6. **Consider Approval of Fiscal Year 2027 Governmental Contingency Fund Budget - Sandy Newby, Chief Financial Officer**

7. **Consider Approval of Fiscal Year 2027 Revenue Fund Budget - Sandy Newby, Chief Financial Officer**

8. 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 Change in Calculation of Retainage to Traylor-Sundt Joint Venture for Section 19 Long Tunnel Project of the Integrated Pipeline Project**
- **Consider Approval of Change in Calculation of Retainage with C1S Group, Inc. for the Dechlorination Improvements at Arlington and Benbrook Outlets Construction Project**
- **Consider Approval of Joint-Funding Agreement with U.S. Geological Survey for Gage Network Support Services**
- **Consider Approval of Contract with Robinson Taylor Industries LLC for HVAC Maintenance and Repair Services at District Pump Stations, Outlets, and Interconnect Structures**
- **Consider Approval of Contract with Shermco Inc. for Switchgear, Transformers, and Relay Maintenance**
- **Consider Approval of Capital Fleet Expenditures**
- **Consider Approval of Contract with Schick Enterprises LLC for Fleet Preventative Maintenance Services**

9. Consider Approval of Interlocal Agreement with the City of Arlington for the Smart Irrigation Controller Rebate Program - Jennifer Owens, Director of Environmental Services

10. Consider Approval of Contract with Linear Traffic Markings LLC for Installation of Trail Striping in the Clear Fork - Darrell Beason, Chief Operations Officer

11. Consider Approval of Interlocal Agreement Between City of Dallas, North Texas Municipal Water District and Tarrant Regional Water District - Rachel Ickert, Chief Engineering Officer

12. Consider Approval of Resolution Authorizing Participation Agreement and Board Appointment Recommendation for Tax Increment Reinvestment Zone Number 17 - Near West Side - Sandy Newby, Chief Financial Officer

13. Consider Approval of Contract with Baker Tilly Advisory Group LP for Internal Audit Services - Jennifer Mitchell, Director of Risk and Internal Audit

14. Consider Approval of Contract with Whitley Penn LLP for Internal Audit Services - Jennifer Mitchell, Director of Risk and Internal Audit

15. Presentations

- **Water Resources - Zachary Huff, Water Resources Engineering Director**

16. 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 Mary's Creek Indirect Water Reclamation Project, the Richland-Chambers Reservoir, the Cedar Creek Pipeline Rehab Project, and Panther Island

17. Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Mary's Creek Indirect Water Reclamation Project - Steve Christian, Real Property Director

- **Parcel 3A**
  (Mary's Creek, LLC)

  Fee simple title to the surface estate only of an approximately 9.960-acre tract of land situated in the Nathanial Holbrook Survey, Abstract No. 647 and the Cyrus Gleasons Survey, Abstract No. 559, City of Fort Worth, Tarrant County, Texas

- **Parcel 9A**
  (Chapel Creek Limited Partnership)

  A permanent easement interest across an approximately 0.717-acre tract of land situated in the Nathaniel Holbrook Survey, Abstract No. 647, City of Fort Worth, Tarrant County, Texas

18. Consider Approval of Partial Release of Easement at Richland-Chambers Reservoir, Affecting Approximately 29.65 Square Feet Located Within Lot 358R, The Shores on Richland-Chambers Lake, Phase 3, Navarro County, Texas- Steve Christian, Real Property Director

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

- **Parcels 41 & 42**
  (Chowdhury)

  Temporary easement interests across an approximately 0.1378-acre tract of land and an approximately 0.1643-acre tract of land, each being located

in the J. McDonald Survey, Abstract No. 997, City of Mansfield, Tarrant County, Texas

- **Parcel 63**
  (Cryer)

  A temporary easement interest across an approximately 0.2927-acre tract of land located in the S.S. Callender Survey, Abstract No. 359, and E. Hendricks Survey, Abstract No. 659, City of Mansfield, Tarrant County, Texas

20. Future Agenda Items

21. Schedule Next Board Meeting

22. Adjourn

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 4th DAY OF AUGUST 2026 AT 9:00 A.M.

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

<u>Present</u>
Leah King
Paxton Motheral
C.B. Team
Skylar O'Neal
Johnathan Killebrew (virtual)

Also present were Dan Buhman, Susan Alanis, Darrell Beason (virtual), Kate Beck, Travis Bird (virtual), Lisa Cabrera, Steve Christian, John Farris, Ellie Garcia, Jason Gehrig, Zach Hatton, Zachary Huff, Rachel Ickert, Shelby Lyon, Mick Maguire (virtual), Jennifer Mitchell, Sandy Newby, 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.

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

3.

The Board of Directors discussed the proposed Fiscal Year 2027 General Fund and Governmental Contingency Fund Budgets.

The Board of Directors recessed for a break from 10:10 a.m. to 10:16 a.m.

4.

The Board next held an Executive Session commencing at 10:16 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.

Upon completion of the executive session at 10:38 a.m., the President reopened the meeting.

5.

There were no future agenda items approved.

6.

The next board meeting was scheduled for August 18, 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 18th DAY OF AUGUST 2026 AT 9:00 A.M.

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

<u>Present</u>
Leah King
Paxton Motheral
C.B. Team
Skylar O'Neal
Johnathan Killebrew

Also present were Dan Buhman, Chris Akers, Travis Bird, Rick Carroll, Steve Christian, John Farris, Ellie Garcia, Jason Gehrig, Royce Hansen, Zachary Huff, Rachel Ickert, Sandy Newby, Jennifer Owens, Kathleen Ray, 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.

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

3.

Director Team moved to approve the minutes from the meetings held on July 7, 2026, and July 21, 2026. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

With the recommendation of management, Director Motheral moved to approve the consent agenda:

1) Contract in an amount not-to-exceed $3,400,000 with PVS DX Inc for sodium hydroxide. This contract includes a 12-month initial term, with three (3) additional one-year renewal options. Funding for this item is included in the proposed Revenue Fund Budget Fiscal Years 2027-2030.
2) Contract in an amount not-to-exceed $240,000 with Southern Ionics Inc. for aqua ammonia. This contract includes a 12-month initial term, with three (3) additional one-year renewal options. Funding for this item is included in the proposed Revenue Fund Budget Fiscal Years 2027-2030.
3) 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. 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 funds the remaining renewal options. Funding for this item is included in the proposed Revenue Fund Budget Fiscal Years 2027-2030.
4) 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. Funding for this item is included in the Bond Fund.

Director Team seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of management, Director Team moved to approve a contract 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 and expansion of Joint Booster Pump Station Number 3. The current CDM contract amount is $26,437,399 and the revised not-to-exceed contract amount, including this amendment, is $39,756,693. Funding for this item is included in the Joint Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

6.

With the recommendation of management, Director Team moved to approve a contract amendment in 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, is $1,828,894.08. Funding for this item is included in the Bond Fund. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Motheral moved to approve an Interlocal Agreement between Tarrant Regional Water District, North Texas Municipal Water District, Upper Trinity Regional Water District, City of Dallas and City of Irving to fund studies identified in the August 1, 2025, Final Mediated Agreement between Regions C and D. The District’s portion of the total cost of the studies is an amount not-to-exceed

$83,125. Funding for this item is included in the Fiscal Year 2026 Revenue Fund Budget. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Killebrew moved to approve a raw water irrigation contract renewal with Cedar Creek Country Club. This contract reduces Cedar Creek Country Club'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. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, Director Team moved to approve 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. The current contract amount is $11,244,912, and the revised not-to-exceed contract amount, including this contract amendment, is $11,959,022. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Team moved to approve 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. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against.

11.

With the recommendation of management, Director Motheral moved to approve a resolution authorizing a financing agreement with the Texas Water Development Board for State Water Implementation Revenue Fund for Texas funding 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 the District. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, President King moved the Board 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, and establish 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. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

The Board of Directors recessed for a break from 9:29 a.m. to 9:34 a.m.

13.

The Board next held an Executive Session commencing at 9:34 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 Rehabilitation Project.

Upon completion of the executive session at 9:44 a.m., the President reopened the meeting.

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.

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, and being a portion of that certain 49.88-acre tract of land conveyed to Dalton K. Prewitt by deed recorded as Instrument No. 2018-00007019, Official Public Records, Henderson County, Texas, and being further described in the accompanying resolution and in the surveys attached thereto, together with the right to remove improvements encroaching on that certain Pipeline Right-of-Way Easement dated September 25, 1962, and recorded in Volume 527, Page 510, Deed Records, Henderson County, Texas for the negotiated compensation of $83,824.

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

PARCEL NO. 8
W. NEWELL SURVEY, ABSTRACT NO. 593
HENDERSON COUNTY, TEXAS

BEING a 0.0483 acre tract of land located in the W. Newell Survey, Abstract No. 593, Henderson County, Texas, said 0.0483 acre tract of land being a portion of a called 49.88 acre tract of land conveyed to **DALTON K. PREWITT**, by deed thereof filed for record in Henderson County Clerk's Instrument No. 2018-00007019, Official Public Records, Henderson County, Texas, said 0.0483 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod (controlling monument) found at the southwest property corner of the said 49.88 acre tract, same being the northwest property corner of a called 100 acre tract conveyed to Robert Lynn Cady, by deed recorded in Volume 1283, Page 881, Deed Records, Henderson County, Texas, said commencing point being on an east property line of a called 1,157.303 acre tract conveyed to Jimmy Michael Negem, Sr., by deed recorded in Henderson County Clerk Instrument Number 2021-00023756, Official Public Records, Henderson County, Texas;

THENCE North 89°31'50" East, along the south property line of the said 49.88 acre tract and along the north property line of the said 100 acre tract, 6,076.82 feet to the southeast property corner of the said 49.88 acre tract;

THENCE North 01°29'24" West, along the east property line of the said 49.88 acre tract, 72.51 feet to the **POINT OF BEGINNING** of the herein described tract of land, said beginning point being at the intersection of the said east property line with the northeast line of an existing 100 feet wide Pipeline Right-of-Way Easement conveyed to the Tarrant County Water Control and Improvement District No. 2, by deed recorded in Volume 675, Page 405, Deed Records, Henderson County, Texas, said beginning point being in County Road 2448 and having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,785,613.99 and E: 2,671,775.33;

THENCE North 77°17'35" West, along the said northeast easement line, at a distance of 16.11 feet passing a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set in a old wire fence line for witness, continuing along the said northeast easement line, in all a total distance of 140.44 feet;

THENCE over and across the said 49.88 acre tract the following courses and distances:

North 90°00'00" East, at a distance of 120.25 feet passing a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set in the said wire fence line for witness, continuing over and across the said 49.88 acre tract, in all a total distance of 136.20 feet to the said east property line, said point being South 09°13'35" West, 107.56 feet from a 1/2 inch iron rod found at the intersection of the east right-of-way line of County Road 2448 with the south right-of-way line of County Road 2450;

South 01°29'24" East, along the said east property line and with County Road 2448, 30.90 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.0483 acres (2,104 square feet)** of land, more or less.

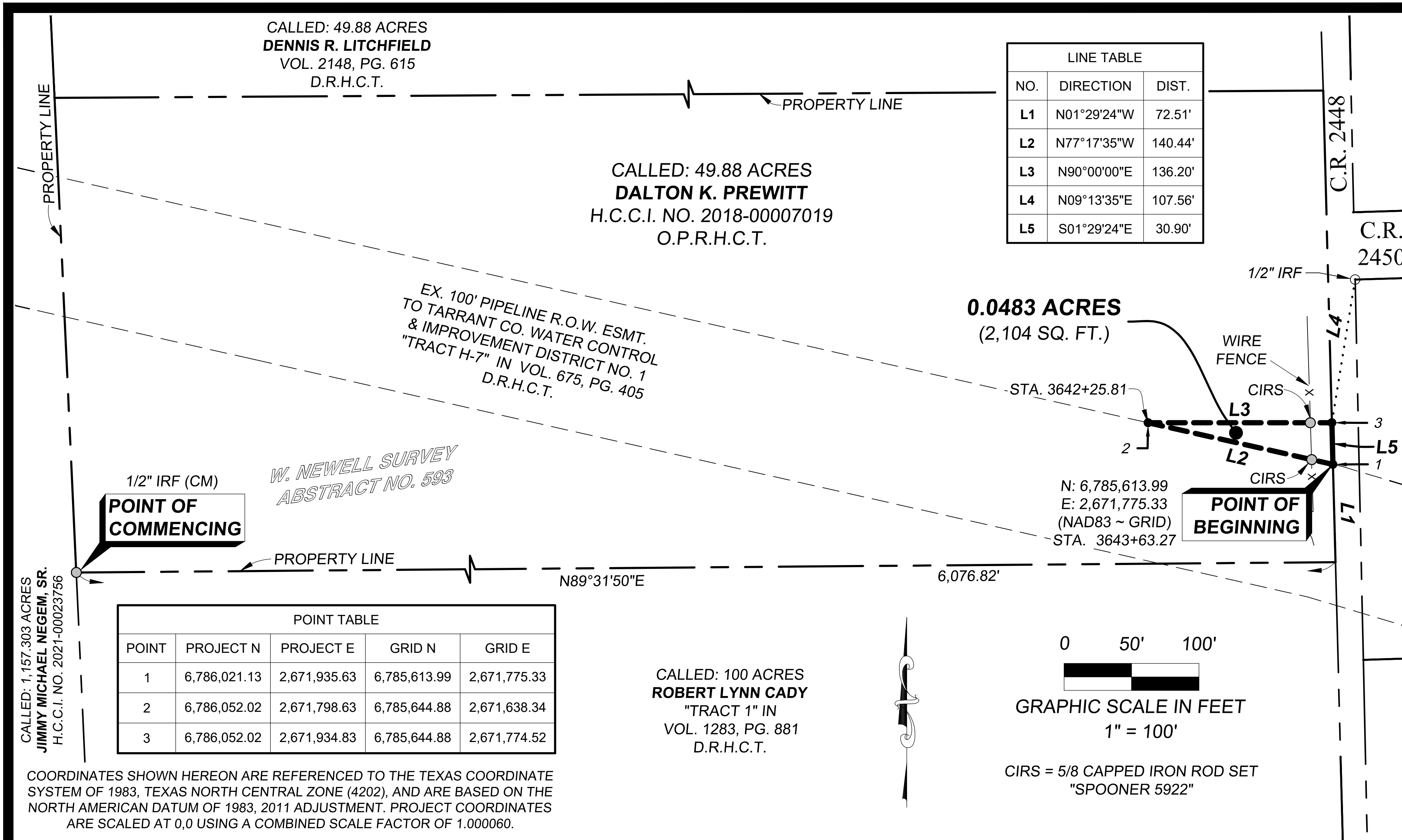
The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

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.

04-22-26

STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

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



LINE TABLE

NO.	DIRECTION	DIST.
L1	N01°29'24"W	72.51'
L2	N77°17'35"W	140.44'
L3	N90°00'00"E	136.20'
L4	N09°13'35"E	107.56'
L5	S01°29'24"E	30.90'

POINT TABLE

POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,786,021.13	2,671,935.63	6,785,613.99	2,671,775.33
2	6,786,052.02	2,671,798.63	6,785,644.88	2,671,638.34
3	6,786,052.02	2,671,934.83	6,785,644.88	2,671,774.52

CIRS = 5/8 CAPPED IRON ROD SET "SPOONER 5922"

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.

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

04-22-26

STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL LAND SURVEYOR

PROPERTY: DALTON K. PREWITT, H.C.C.I. NO. 2018-00007019	PROPERTY ACREAGE: CALLED 49.88 ACRES (DEED)	
24121 P8 PREWITT PAE.DWG	DRAWN BY: R. OSMENT	CHECKED BY: E. SPOONER

PARCEL 8 ~ DALTON K. PREWITT

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

PARCEL NO. 8
W. NEWELL SURVEY, ABSTRACT NO. 593
HENDERSON COUNTY, TEXAS

BEING a 0.6668 acre tract of land located in the W. Newell Survey, Abstract No. 593, Henderson County, Texas, said 0.6668 acre tract of land being a portion of a called 49.88 acre tract of land conveyed to **DALTON K. PREWITT**, by deed thereof filed for record in Henderson County Clerk's Instrument No. 2018-00007019, Official Public Records, Henderson County, Texas, said 0.6668 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point on the south property line of the said 49.88 acre tract, same being the north property line of a called 100.00 acre tract of land described as "Tract 1", conveyed to Robert Lynn Cady, by deed thereof filed for record in Volume 1283, Page 881, Deed Records, Henderson County, Texas (D.R.H.C.T.), said beginning point being North 89°31'50" East, a distance of 5,727.05 feet from a 1/2 inch iron rod found (Controlling Monument) at the southwest property corner of the said 49.88 acre tract, same being the northwest property corner of the said 100 acre tract, said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,785,538.64 and E: 2,671,427.48 and Station No. 3640+40.52, 99.52 feet right;

THENCE North 77°17'35" West, departing the said property lines, over and across the said 49.88 acre tract, a distance of 473.77 feet to a point for corner having a Station No. 3635+70.91, 104.02 feet right;

THENCE North 12°42'25" East, continuing over and across the said 49.88 acre tract, a distance of 50.03 feet to the southwest line of an existing 100 feet wide Pipeline Right-of-Way Easement to Tarrant County Water Control and Improvement District No. 1, described as "Tract H-7" in the deed thereof filed for record in Volume 675, Page 405, D.R.H.C.T.;

THENCE South 77°17'35" East, along the said existing easement line, a distance of 687.46 feet to the said south property line of 49.88 acre tract, same being the said north property line of the 100 acre tract;

THENCE South 89°31'50" West, along the said property lines, a distance of 219.47 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.6668 acres (29,047 square feet)** of land, more or less.

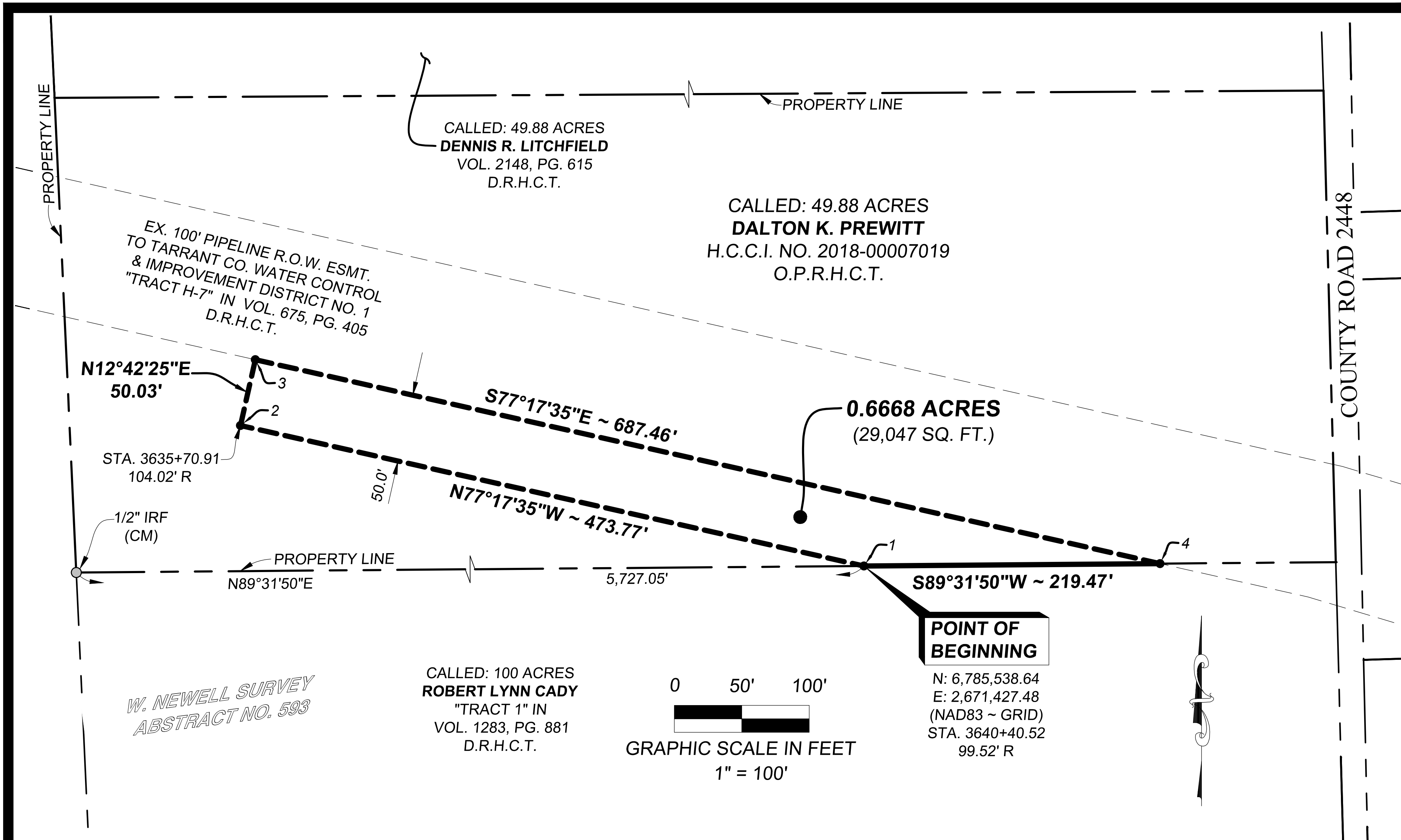
The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

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.

04-22-26

STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

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



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: DALTON K. PREWITT, H.C.C.I. NO. 2018-00007019	PROPERTY ACREAGE: CALLED 49.88 ACRES (DEED)

24121 P8 PREWITT TCE.dwg	DRAWN BY: C. REEDER	CHECKED BY: E. SPOONER

SPOONER & ASSOCIATES
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PARCEL 8 ~ DALTON K. PREWITT

04-22-26

STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,785,945.77	2,671,587.76	6,785,538.64	2,671,427.48
2	6,786,049.98	2,671,125.60	6,785,642.85	2,670,965.34
3	6,786,098.79	2,671,136.60	6,785,691.65	2,670,976.35
4	6,785,947.57	2,671,807.23	6,785,540.44	2,671,646.93

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: DALTON K. PREWITT, H.C.C.I. NO. 2018-00007019 | *PROPERTY ACREAGE: CALLED 49.88 ACRES (DEED)*

24121 P8 PREWITT TCE.dwg | *DRAWN BY: C. REEDER* | *CHECKED BY: E. SPOONER*

SPOONER & ASSOCIATES
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PARCEL 8 ~ DALTON K. PREWITT

04-22-26

STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

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 Killebrew seconded the motion, and the votes were 5 in favor, 0 against.

15.

There were no future agenda items approved.

16.

The next board meetings were scheduled for September10, 2026, and September 15, 2026.

17.

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

President	Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: September 15, 2026

SUBJECT: **Consider Approval of Fiscal Year 2027 General Fund Budget**

FUNDING: Fiscal Year 2027 General Fund

RECOMMENDATION:

Management recommends approval of the proposed Fiscal Year 2027 General Fund budget of $33,570,000.

DISCUSSION:

The proposed General Fund Budget consists of expenditures of $32,997,224 and capital reserves of $572,776. The proposed budget supports the District's flood control and recreation missions which require a combination of long-term planning and constant evaluation of the current system needs. System improvements and capital equipment support the enhancement of flood control infrastructure, while maintenance costs preserve the system that is already in place. Support Service costs include the personnel, administrative support, professional services, and information technology needed to execute the District's mission and capital reserves. Capital Reserves are for large projects that could not be accomplished in an annual Operating Budget (i.e. would take multiple years to accomplish), some currently identified projects are the Panther Island canals, and betterments and cash match for the Central City Flood Control Project.

The Board of Directors met on August 4, 2026 for a budget workshop. One change has been made since that time:

- Increased the Capital Reserves expenditure from $242,776 to $572,776

The General Fund Budget being recommended to the Board is shown on the next page. For additional details of the General Fund budget book, please see https://www.trwd.com/resources/budget-and-financials/.

Submitted By:

Sandy Newby
Chief Financial Officer

General Fund - Flood Control FY27 Budget

Expenditures		FY25 Actuals		FY26 Budget Approved		FY27 Budget Proposed		Variance	Change %
Maintenance									
Facilities & Grounds Maintenance	$	1,379,687	$	2,396,021	$	2,190,421	$	(205,600)	(8.58)%
Equipment & Fleet		731,087		734,710		738,232		3,522	0.48%
Maintenance Support		900,990		866,210		934,726		68,516	7.91%
Stream Gauging Stations		162,023		130,140		139,900		9,760	7.50%
Total Maintenance		3,173,787		4,127,081		4,003,279		(123,802)	(3.00)%
System Improvements & Capital		2,708,653		1,616,510		2,489,580	$	873,070	54.01%
Recreation									
Maintenance		461,737		648,950		627,100		(21,850)	(3.37)%
System Improvements & Capital Equipment		337,264		1,615,000		1,350,000		(265,000)	(16.41)%
Total Recreation	$	799,001	$	2,263,950	$	1,977,100	$	(286,850)	(12.67)%
Environmental Stewardship & Public Outreach									
Environmental Stewardship		37,503		54,300		45,270		(9,030)	(16.63)%
Public Outreach & Events	$	745,306	$	844,698	$	894,950	$	50,252	5.95%
Total Environmental Stewardship and Public Outreach		782,809		898,998		940,220		41,222	4.59%
Property Taxes Paid to TIF's	$	480,061	$	483,569	$	693,634	$	210,065	43.44%
Property Taxes Paid to PID	$	—	$	150,000	$	150,000	$	—	—%
Support Services									
Employee Related	$	13,504,458	$	14,387,249	$	17,192,763	$	2,805,514	19.50%
Administrative Support		2,201,149		2,440,501		2,767,007		326,506	13.38%
Professional Services		1,296,431		1,827,542		1,805,521		(22,021)	(1.20)%
Information Technology		891,478		924,155		978,120		53,965	5.84%
Total Support Services		17,893,516		19,579,447		22,743,411		3,163,964	16.16%
Subtotal	**$**	**25,837,827**	**$**	**29,119,555**	**$**	**32,997,224**		**3,877,669.00**	**12%**
Capital Reserves		4,847,169.00		2,880,445		572,776		(2,307,669)	(403)%
Total General Fund Expenditures	**$**	**30,684,996**	**$**	**32,000,000**	**$**	**33,570,000**	**$**	**1,570,000**	**4.91 %**

Revenues		FY25 Actuals		FY26 Budget Approved		FY27 Budget Proposed		Variance	Change %
Taxes	$	30,684,996	$	32,000,000	$	33,570,000	$	1,570,000	4.91%
Total Revenues	**$**	**30,684,996**	**$**	**32,000,000**	**$**	**33,570,000**	**$**	**1,570,000**	**4.91 %**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: September 15, 2026

SUBJECT: **Vote to Adopt a Tax Rate of $.0273/$100 for Tax Year 2026**

FUNDING: N/A

RECOMMENDATION:

Management recommends formal adoption of an ad valorem tax rate of $.0273/$100 valuation, for tax year 2026.

DISCUSSION:

The Board must adopt a tax rate by official action and set it out in a written resolution, ordinance, or order. The tax rate must be adopted after the adoption of the FY 2027 General Fund Budget.

As required by law, the public hearing was held September 10, 2026 at 9:30 AM on the proposed tax year 2026 tax rate of $.0273/$100.

Submitted By:

Sandra Newby
Chief Finance Director

ORDER OF BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
ADOPTING AD VALOREM TAX

On the 15th day of September, at a regularly scheduled meeting of the Board of Directors of Tarrant Regional Water District, upon motion duly made and seconded, the Board of Directors unanimously entered the following order:

IT IS HEREBY ORDERED that Tarrant Regional Water District adopt for tax year 2026 an ad valorem tax rate of $.0273 per $100 of taxable value as appraised by the Tarrant County Appraisal District and that the Water District staff take the necessary steps to implement collection of the tax so adopted.

____
Leah M. King, President

ATTEST:

____
C.B. Team, Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: September 15, 2026

SUBJECT: **Consider Approval of Fiscal Year 2027 Governmental Contingency Fund Budget**

FUNDING: Fiscal Year 2027 Governmental Contingency Fund

RECOMMENDATION:

Management recommends approval of the proposed Fiscal Year 2027 Governmental Contingency Fund budget of $51,041,000.

DISCUSSION:

The proposed Governmental Contingency Fund budget consists of special projects expenditures of $41,541,000 and capital projects of $9,500,000. These expenditures are offset by expected revenues of $12,916,391 for special projects and $9,500,000 for capital projects.

The Board of Directors met on August 4, 2026 for a budget workshop. One change has been made since that time:

- Increased the Capital Reserves revenue from $242,776 to $572,776

The Governmental Contingency Fund budget being recommended to the Board is shown on the next page. For additional details of the Governmental Continency Fund budget book, please see https://www.trwd.com/resources/budget-and-financials/.

Submitted By:

Sandy Newby
Chief Financial Officer

Governmental Contingency Fund - FY27 Budget

Special Projects

Expenditures	FY25 Actuals	FY26 Budget Approved	FY27 Budget Proposed	Variance
Panther Island Canal - Phase One				
Canal System Construction	$ —	$ 9,400,000	$ 36,000,000	$ 26,600,000
Canal System Design	1,066,263	3,000,000	1,400,000	(1,600,000)
Total Panther Island Canal - Phase One	**1,066,263**	**12,400,000**	**37,400,000**	**25,000,000**
Panther Island Expenditures				
Canal Right-of-Way Purchase	$ 1,729,900	$ 500,000	$ 1,500,000	$ 1,000,000
Panther Island Consulting	$ 783,878	$ 650,000	$ 470,000	$ (180,000)
Panther Island Activation	$ —	$ 150,000	$ 500,000	$ 350,000
Total Panther Island Expenditures	**$ 2,513,778**	**$ 1,300,000**	**$ 2,470,000**	**$ 1,170,000**
Central City				
Program Management	—	878,200	1,321,000	442,800
NCTCOG Bridge Payment	350,000	350,000	350,000	—
Total Central City	**350,000**	**1,228,200**	**1,671,000**	**442,800**
Total Expenditures	**$ 3,930,041**	**$ 14,928,200**	**$ 41,541,000**	**$ 26,612,800**

Revenues	FY25 Actuals	FY26 Budget Approved	FY27 Budget Proposed	Variance
Oil and Gas	$ 4,908,156	$ 5,000,000	$ 5,000,000	$ —
Interest Income	7,215,801	4,100,000	5,100,000	1,000,000
Capital Reserves	4,847,169	2,880,445	572,776	(2,307,669)
Recreation Revenues	943,112	994,600	925,000	(69,600)
Leases, Permits, & Other Income	1,479,807	1,589,663	1,318,615	(271,048)
Total Revenues	**$ 19,394,045**	**$ 14,564,708**	**$ 12,916,391**	**$ (1,648,317)**

Capital Projects

Expenditures	FY25 Actuals	FY26 Budget Approved	FY27 Budget Proposed	Variance
Debt Service	$ 2,034,123	$ 4,862,600	$ 4,783,694	$ (78,906)
TIF Revenues held for future Debt Service Pmts	5,494,548	3,184,098	4,716,306	1,532,208
Total Expenditures	**$ 7,528,671**	**$ 8,046,698**	**$ 9,500,000**	**$ 1,453,302**

Revenues	FY25 Actuals	FY26 Budget Approved	FY27 Budget Proposed	Variance
TIF Revenues	$ 7,528,671	$ 8,046,698	$ 9,500,000	$ 1,453,302
Total Revenues	**$ 7,528,671**	**$ 8,046,698**	**$ 9,500,000**	**$ 1,453,302**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: September 15, 2026

SUBJECT: **Consider Approval of Fiscal Year 2027 Revenue Fund Budget**

FUNDING: Fiscal Year 2027 Revenue Fund

RECOMMENDATION:

Management recommends approval of the proposed Fiscal Year 2027 Revenue Fund budget of $223,715,299 offset by projected non-contract revenues of $18,379,876 for a proposed net revenue requirement from contract customers of $205,335,423.

DISCUSSION:

The resulting proposed budgeted water rate for FY2027 is $1.50818.

The Board of Directors met on July 7, 2026, for the proposed Revenue Fund budget workshop. Since that time no changes have been made.

The Customer Advisory Committee met on August 27, 2026, and recommended the proposed Fiscal Year 2027 Revenue Fund budget for Water Supply to the TRWD Board of Directors.

The Revenue Fund budget being recommended to the Board is shown on the next page. For additional details of the Revenue Fund budget book, please see https://www.trwd.com/resources/budget-and-financials/.

Submitted By:

Sandy Newby
Chief Financial Officer

Revenue Fund FY27 Budget

Expenditures	FY25 Actuals	FY26 Budget Approved	FY27 Budget Proposed	Variance	Change %
Debt Service	$ 80,069,793	$ 84,861,223	$ 102,607,023	$ 17,745,800	20.91 %
Pumping Power	12,546,795	19,000,000	19,000,000	—	— %
Maintenance					
Pipeline & Pump Station	$ 4,190,031	$ 8,710,900	$ 7,752,700	$ (958,200)	(11.00)%
Pipeline Chemicals	914,420	1,745,000	1,500,000	(245,000)	(14.04)%
Facilities & Grounds Maintenance	3,070,053	4,304,908	5,425,525	1,120,617	26.03 %
Equipment & Fleet	1,123,543	1,204,979	1,185,766	(19,213)	(1.59)%
Maintenance Support	975,282	1,324,075	1,400,851	76,776	5.80 %
Benbrook Reservoir O&M	603,096	625,000	650,000	25,000	4.00 %
Stream Gauging Stations	345,434	364,860	431,100	66,240	18.15 %
Total Maintenance	11,221,859	18,279,722	18,345,942	66,220	0.36 %
System Improvements & Capital	$ 25,848,860	$ 26,932,996	$ 24,647,675	$ (2,285,321)	(8.49)%
Watershed Protection & Environmental Stewardship					
Water Conservation Program	$ 2,912,886	$ 3,843,140	$ 3,891,202	$ 48,062	1.25 %
Watershed Protection	322,334	415,150	437,250	22,100	5.32 %
Environmental Stewardship	396,030	428,160	412,233	(15,927)	(3.72)%
Public Outreach & Events	67,468	130,950	144,425	13,476	10.29 %
Total Watershed Protection & Environmental Stewardship	3,698,718	4,817,400	4,885,110	67,710	1.41 %
Support Services					
Employee Related	$ 33,260,867	$ 35,500,737	$ 43,399,010	$ 7,898,273	22.25 %
Professional Services	4,640,629	5,022,543	4,857,957	(164,586)	(3.28)%
Administrative Support	2,534,303	2,680,267	2,636,252	(44,015)	(1.64)%
Information Technology	2,135,180	2,639,586	3,336,330	696,744	26.40 %
Total Support Services	42,570,979	45,843,133	54,229,549	8,386,416	18.29 %
Total Expenditures	**$ 175,957,004**	**$ 199,734,474**	**$ 223,715,299**	**$ 23,980,825**	**12.01 %**

Revenues	FY25 Actuals	FY26 Budget Approved	FY27 Budget Proposed	Variance	Change %
Sale of Water	$ 158,351,130	$ 186,752,516	$ 205,335,423	$ 18,582,907	9.95 %
Dallas Water Utility - IPL	3,932,758	4,000,000	4,400,000	400,000	10.00 %
Interest Income	9,974,032	5,500,000	10,000,000	4,500,000	81.82 %
Water Conservation Contributions	1,123,521	1,217,918	1,217,918	—	— %
Other Income	2,575,563	2,264,040	2,761,958	497,918	21.99 %
Total Revenues	**$ 175,957,004**	**$ 199,734,474**	**$ 223,715,299**	**$ 23,980,825**	**12.01 %**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: September 15, 2026

SUBJECT: Consider Approval of Consent Agenda

RECOMMENDATION:

Management recommends approval of the Consent Agenda.

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

Vendor: Traylor-Sundt Joint Venture

Amount: Bond Fund - $750,000

Reviewed by: Construction and Operations Committee

Management recommends a change in the calculation of the retainage being held for Traylor-Sundt Joint Venture to **the amount of $750,000**. The total current contract price is $221,963,591.17. 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 additional changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule and final contract amount.

Traylor-Sundt Joint Venture (TSJV) has successfully completed all tunnel, opencut, valve and appurtenance installations, cathodic protection, and road restorations for the five long tunnels in the Section 19 Long Tunnel Project. The one remaining item is right-of-way grass surface restoration to meet the specified coverage. The proposed $750,000 in retainage is sufficient to the cover the surface restoration task.

The total current contract price is $221,963,591.17 with total retainage in the amount of $2,860,055.23 held to date. TSJV has provided proof that all subcontractors have been paid to date. TSJV's project performance has been and is satisfactory to date and working toward an October 2026 Final Completion.

TSJV has provided written consent of its Surety to the reduction in retainage. Total retainage held to date is $ 2,860,055.23. Integrated Pipeline Project Staff is requesting permission to release the excess retainage resulting from the recalculation, cease retainage on future payments, and hold retainage equal to $750,000.

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

Item: **Consider Approval of Change in Calculation of Retainage with C1S Group, Inc. for the Dechlorination Improvements at Arlington and Benbrook Outlets Construction Project**

Vendor: C1S Group, Inc.

Amount: Bond Fund - $334,045

Reviewed by: Construction and Operations Committee

Management recommends a change in the calculation of the retainage being held for C1S Group, Inc. to **the amount of $334,045**, equivalent to five percent of the contract price. The total current contract price is $6,680,900. With approval, all remaining contract payments are to be made in full. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule.

TRWD's dechlorination facilities located at Arlington Outlet and Benbrook Outlet were built as part of the 1997 Benbrook Connection Pipeline Project. The two facilities serve an important purpose to protect the aquatic health of receiving bodies of water under certain scenarios when the District is dosing chloramines for zebra mussel and biofilm control purposes at its lake pump stations. A construction contract with C1S Group, Inc for construction of improvements at the Arlington and Benbrook Outlets was approved by the Board of Directors in June 2025. C1S Group, Inc. reached the 50 percent complete stage of the construction contract in July 2026.

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

C1S' performance is satisfactory to date and has provided written Consent of Surety to the reduction in retainage. Management requests approval to cease retainage on future payments and hold retainage equal to 5 percent of the Contract Price.

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

Item: **Consider Approval of Joint-Funding Agreement with U.S. Geological Survey for Gage Network Support Services**

Vendor: U.S. Geological Survey

Amount: Fiscal Year 2027 General Fund; Fiscal Year 2027 Revenue Fund - $515,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a joint-funding agreement **in an amount not-to-exceed $445,390** with the U.S. Geological Survey (USGS) for gage network support services.

This agreement funds USGS stream gaging services from October 1, 2026, through September 30, 2027. District staff use USGS data to inform flood operations, water supply management, and water quality decisions. The data also supports Trinity Basin partners in flood risk awareness and emergency response planning.

The agreement covers the annual operation and maintenance of existing stream gages, reservoir gages, rain gages, weather stations, and water-quality monitors. It also includes two new rain gages: one on the Clear Fork near Aledo, Texas, to support water-quality monitoring by Environmental Services staff, and one near Terrell, Texas, to enhance coverage on the northern edge of the Cedar Creek watershed. The agreement also initiates District sponsorship of the Cedar Creek near Kemp gage, which has recorded streamflow since 1963 and represents nearly 20 percent of the Cedar Creek watershed. USGS previously funded this gage through the Federal Priority Streamgages program, but federal budget cuts removed it from that program. The District assumed sponsorship to preserve this 60-plus-year record within its watershed. The total cost of the agreement is $479,140, with USGS contributing $33,750 (7%). The District's remaining share is $445,390 for services rendered from October 1, 2026, through September 30, 2027.

Item: **Consider Approval of Contract with Robinson Taylor Industries LLC for HVAC Maintenance and Repair Services at District Pump Stations, Outlets, and Interconnect Structures**

Vendor: Robinson Taylor Industries LLC

Amount: Fiscal Year 2027 Revenue Fund Budget - $57,760

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract **in the amount of $57,760.02** with Robinson Taylor Industries LLC (RTI) for a comprehensive preventive maintenance program for heating, ventilation, and air conditioning (HVAC) systems located at District pump stations, outlet facilities, and interconnect structures. This contract includes authority for four (4) additional one-year renewal options, for an initial term in the amount of $57,760.02, and a total potential cost not-to-exceed $288,800.10**.** The contract also establishes labor and material rates for unscheduled repair services at $95.00 per hour during normal working hours, $142.50 per hour for overtime work, and a 20 percent markup on materials.

The District operates HVAC systems at pump stations, outlet structures, and interconnect facilities that are critical to maintaining reliable operations and protecting electrical, control, and communication equipment. Routine preventive maintenance is necessary to ensure equipment reliability, maximize service life, improve energy efficiency, and reduce the risk of unexpected failures.

The proposed contract will provide all labor, supervision, technical expertise, materials, equipment, and services necessary to perform scheduled preventive maintenance on District-owned HVAC systems. In addition, the contract establishes rates for unscheduled maintenance and repair services.

A Request for Proposals was publicly advertised, and three proposals were received. An evaluation team reviewed and scored the proposals based on qualifications, experience, responsiveness, and overall value to the District. The evaluation team determined that RTI submitted the proposal representing the best value to the District and offered the lowest annual maintenance cost.

Approval of this contract will ensure continued preventive maintenance and timely repair of HVAC equipment supporting the District's operational facilities.

Item: **Consider Approval of Contract with Shermco Inc. for Switchgear, Transformers, and Relay Maintenance**

Vendor: Shermco Inc.

Amount: Fiscal Year 2027 Revenue Fund- $245,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract **in an amount not-to-exceed $245,000** with Shermco Inc. for switchgear, transformer, and relay maintenance. This contract covers an initial one-year period, with the option to renew for four (4) additional one-year periods for a total potential cost not-to-exceed $1,225,000.

This contract will provide routine maintenance that is essential to the safe and reliable operation of the District's electrical infrastructure, which powers pump stations, treatment facilities, and other critical water delivery assets. Routine testing and maintenance reduce the risk of unexpected equipment failures, extend the service life of high-value assets, improve system reliability, and help prevent costly emergency repairs and service interruptions. This supports the District's commitment to maintaining resilient infrastructure and providing uninterrupted water service to the communities we serve. This routine maintenance will take place District wide.

The Request for Proposals was solicited per statute (Texas Local Government Code Chapter 252), and four proposals were received. The evaluation team determined that Shermco Inc. submitted the proposal providing the best value to the District.

Item: **Consider Approval of Capital Fleet Expenditures**

Vendor: Caldwell Country Chevrolet, Kirby Smith Machinery, Inc., Rush Truck Center

Amount: Fiscal Year 2027 General Fund - $1,944,867.46
Fiscal Year 2027 Revenue Fund - $2,090,534.19

Reviewed by: Construction and Operations Committee

Management recommends approval of the following capital fleet expenditures:

1. Caldwell Country Chevrolet
    - Fifty-one (51) New Fleet Vehicles
    - Total expenditure amount: $3,146,921.65

2. Kirby Smith Machinery, Inc.
    - One (1) Wheeled Hydraulic Excavator
    - Total expenditure amount: $689,880

3. Rush Truck Center
    - One (1) Heavy-Duty Tandem Axle Dump Truck
    - Total expenditure amount: $198,600

Item: **Consider Approval of Contract with Schick Enterprises LLC for Fleet Preventative Maintenance Services**

Vendor: Schick Enterprises LLC

Amount: Fiscal Year 2027 General and Revenue Fund- $45,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract **in an amount not-to-exceed $45,000** with Schick Enterprises LLC for preventative maintenance services including state inspections, oil changes, tire rotations, etc. This contract covers one initial one-year period, with the option to renew for four (4) additional one-year periods for a total potential cost not-to-exceed $225,000.

This contract will provide preventive and corrective maintenance services essential to the safe, reliable operation of the District's fleet. Routine inspections, scheduled maintenance, and timely repairs will reduce unexpected equipment failures, extend asset service life, improve operational readiness, and minimize costly emergency repairs and service disruptions. These services support the District's critical water delivery, treatment, infrastructure maintenance, and public safety operations while reinforcing its commitment to reliable service and responsible asset management.

The District solicited the Request for Proposals per statute (Texas Local Government Code Chapter 252) and received three proposals._ The evaluation team determined that Schick Enterprises LLC submitted the proposal providing the best value to the District.

Memo

TO: Ed Weaver

FROM: Charles Cameron

COPY: Coy Veach, Robert Allen

DATE: September 15th, 2026

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

Traylor-Sundt Joint Venture will reach the Final Completion milestone for the referenced project in October 2026. In accordance with the terms of the Agreement, the District can, under these circumstances, change the calculation of the retainage being held hold retainage to the amount of $750,000.00 if they determine that the amount retained is adequate for the protection of the District.

Traylor-Sundt Joint Venture's performance has been satisfactory to date and all work associated with the project is complete with the exception of achieving final grass coverage on the ROW and Traylor-Sundt Joint Venture has provided written consent of its Surety to the reduction in retainage.

The current Contract Price and amount subject to retainage is $ 221,963,591.17. The District currently holds a total of $ 2,860,055.23. It is recommended that District hold retainage in the amount of $750,000.00 until the Project is complete and make adjustments to this amount if any changes are made to the Contract Price by Change Order or alternate base bid work for the Project.

The Consent of Surety to Reduction in Retainage is attached.

Bond No. 107534497 (Travelers), 9353262 (Zurich), K40156501 (Federal)

Consent of Surety to Reduction in Retainage

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

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

Surety Company agrees to the reduction in retainage to $ 750,000.00

Date: August 31, 2026

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

Signature: Salena Wood

Authorized Representative

Title: Salena Wood, Attorney-In-Fact

Address: One Tower Square, Hartford, CT 06183 (Travelers)

1299 Zurich Way, Schaumburg, IL 60196-1056 (F&D, Zurich)

202B Hall's Mill Road, Whitehouse Station, NJ 08889 (Federal)

Email: salena.wood@aon.com

(Attach Power of Attorney and place surety seal below)

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

TRAVELERS

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 **Salena Wood** of **ST LOUIS** , **Missouri** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026.**

TRAVELERS CASUALTY AND SURETY COMPANY SEAL
ST. PAUL FIRE AND MARINE INSURANCE CO. SEAL
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SEAL

State of Connecticut

City of Hartford ss.

By: Bryce Grissom

Bryce Grissom, Senior Vice President

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 **31st** day of **March**, **2031**

MARIE E. SORENSEN NOTARY PUBLIC CONNECTICUT

Marie E Sorensen

Marie E. Sorensen, 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 **31st** day of **August** , **2026** .

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SEAL
TRAVELERS CASUALTY AND SURETY COMPANY SEAL
ST. PAUL FIRE AND MARINE INSURANCE CO. SEAL

Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

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

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of January, A.D. 2025.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1912 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

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

Chris J Nolan

By: Christopher Nolan
Vice President

Dawn E Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 28th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2029 BALTIMORE COUNTY, MD

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of August, 2026.

Mary Jean Pethick
Vice President

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

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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CHUBB®

Power of Attorney

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

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

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

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

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

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

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

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

Notary Public

CERTIFICATION

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

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

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 8/31/26

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

Tarrant Regional Water District

Memo

To: James Johnson P.E.

From: Donna Stephens P.E. CCM PMP

Date: August 10, 2026

Re: C1S Group, Inc AOLBBDECHLOR Retainage reduction

SUBJECT: Consider Approval of a Change in Calculation of Retainage to C1S Group, Inc. for Dechlorination Improvements at the Arlington and Benbrook Outlets

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Project Status and Basis for Retainage Reduction

C1S Group, Inc. (C1S) reached 50% Completion milestone for the referenced project in July of 2026. C1S' work on the project is acceptable, and there are no outstanding issues that would indicate that a higher amount of retainage should be withheld.

In accordance with the terms of the Agreement, the District may, under these circumstances, revise the retainage calculation to an amount representing 5% of the total Contract Price. The resulting retainage amount is adequate to protect the District's interests.

Surety Consent and Recommended Retainage Amount

C1S' performance has been satisfactory to date, and C1S has provided written consent from its Surety to the reduction in retainage.

The current Contract Price, which is the amount subject to retainage is $6,680,900.00. It is recommended that the District:

- Hold retainage in the amount of $334,045.00 until the Project is complete; and
- Adjust this amount if the Contract Price changes through Change Order or alternate base bid work for the Project.

Attachment: Consent of Surety to Reduction in Retainage

Bond No. GM214544

Consent of Surety to Reduction in Retainage

		Project Number:
Project:	AOLBBDECHLOR	10000440
Owner:	Tarrant Regional Water District	25103-C
Contractor:	C1S Group Inc.	05785-0005-01
Engineer:	Quiddity Engineering LLC	

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

Surety Company agrees to the reduction in retainage to $ 334,045.00

Date: August 12th, 2026

Name of Surety Company: Great Midwest Insurance Company

Signature: Courtney Goulding

Authorized Representative

Title: Courtney Goulding, Attorney-in-Fact

Address: 800 Gessner Road, Suite 600

Houston, TX 77024

Email: courtney.goulding@usi.com

(Attach Power of Attorney and place surety seal below)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Cheryl R. Colson, Scott D. Chapman, Kevin McQuain, Courtney Goulding, Keenan Lehmann

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 12th Day of August 2026

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO POLICYHOLDERS
TEXAS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Great Midwest Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-203-1179

You may also write to Great Midwest Insurance Company at:

800 Gessner Rd
Suite 600
Houston, TX 77024

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Great Midwest Insurance Company's para obtener información o para presentar una queja al:

1-800-203-1179

Usted también puede escribir a Great Midwest Insurance Company:

800 Gessner Rd
Suite 600
Houston, TX 77024

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósito informativos y no se convierte en parte o en condición del documento adjunto.

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

July 10, 2026

Mr. Craig Ottman
H&H Manager/Flood Team Coordinator
Tarrant Regional Water District
800 East Northside Drive
Fort Worth, TX 76102

Dear Mr. Ottman:

Enclosed is our standard joint-funding agreement 27SJJFATX062000 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Tarrant Regional Water District for negotiated deliverables (see attached), during the period October 1, 2026 through September 30, 2027 in the amount of $445,390 from your agency. U.S. Geological Survey contributions for this agreement are $33,750 for a combined total of $479,140. Please sign and return one fully-executed original to Kandis Becher at GS-W-OT_OTFM@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Marsha Gipson at (682) 444-6392 or email mgipson@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Meghan C Roussel

Meghan Roussel
Acting Director

Enclosure
27SJJFATX062000

Form 9-1366	**U.S. Department of the Interior**	**Customer #: 6000000623**
(May 2018)	**U.S. Geological Survey**	**Agreement #: 27SJJFATX062000**
	Joint Funding Agreement	**Project #: SJ009ME**
	FOR	**TIN #: 75-6002584**
	Water Resource Investigations	

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2026, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Tarrant Regional Water District party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $33,750 by the party of the first part during the period October 1, 2026 to September 30, 2027

(b) $445,390 by the party of the second part during the period October 1, 2026 to September 30, 2027

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000623
Agreement #: 27SJJFATX062000
Project #: SJ009ME
TIN #: 75-6002584

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Marsha Gipson Branch Chief - North Texas
Address:	501 W. Felix Street Bldg 24 Fort Worth, TX 76115
Telephone:	(682) 444-6392
Fax:	(n/a)
Email:	mgipson@usgs.gov

Customer Technical Point of Contact

Name:	Craig Ottman H&H Manager/Flood Team Coordinator
Address:	800 East Northside Drive Fort Worth, TX 76102
Telephone:	(817) 335-2491
Fax:	(n/a)
Email:	Craig.Ottman@trwd.com

USGS Billing Point of Contact

Name:	Kandis Becher Budget Analyst
Address:	501 W. Felix Street Bldg 24 Fort Worth, TX 76115
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Customer Billing Point of Contact

Name:	Craig Ottman H&H Manager/Flood Team Coordinator
Address:	800 East Northside Drive Fort Worth, TX 76102
Telephone:	(817) 335-2491
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U.S. Geological Survey
United States
Department of Interior

Signature

By MEGHAN ROUSSEL Digitally signed by MEGHAN ROUSSEL Date: 2026.07.10 08:42:41 -05'00'

Name: Meghan Roussel
Title: Acting Director

Tarrant Regional Water District

Signatures

By____________________ **Date:** ________
Name:
Title:

By____________________ **Date:** ________
Name:
Title:

By____________________ **Date:** ________
Name:
Title:

Tarrant Regional Water District
27SJJFATX062000

STATION NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	TRWD FUNDS	TOTAL GROSS COST
001: SURFACE WATER PROGRAM							
08042600	West Fork Trinity River at Hwy 281 nr Windthorst, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$0	$16,800	$16,800
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$18,300**	**$18,300**
08042800	W. Fork Trinity River near Jacksboro, TX						
	Full Range Streamflow Station	QCONT	0	1.00	$0	$0	$0
	Funded by Federal Priority Streamgages						
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$1,500**	**$1,500**
08042820	Lost Creek Reservoir near Jacksboro, TX						
	Reservoir Elevation	RES-E	1	1.00	$0	$7,000	$7,000
				Site Totals:	**$0**	**$7,000**	**$7,000**
08042950	Big Ck nr Chico, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$0	$16,800	$16,800
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$18,300**	**$18,300**
08043000	Bridgeport Reservoir above Bridgeport, TX						
	Reservoir Contents	RES-C	1	1.05	$0	$8,925	$8,925
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$10,425**	**$10,425**
08043950	Big Sandy Creek near Bridgeport, TX						
	Full Range Streamflow Station	QCONT	0	1.00	$0	$0	$0
	Funded by Federal Priority Streamgages						
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$1,500**	**$1,500**
08044500	W. Fork Trinity River near Boyd, TX						
	Full Range Streamflow Station	QCONT	0	1.00	$0	$0	
	Funded by Federal Priority Streamgages						
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$1,500**	**$1,500**
08044800	Walnut Creek at Reno, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$5,700	$11,100	$16,800
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$5,700**	**$12,600**	**$18,300**
08045000	Eagle Mountain Reservoir above Fort Worth, TX						
	Reservoir Contents	RES-C	1	1.05	$0	$8,925	$8,925
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$10,425**	**$10,425**

08045400	Lake Worth above Fort Worth, TX						
	Reservoir Contents	RES-C	1	1.05	$0	$8,925	$8,925
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$10,425**	**$10,425**
08045550	W. Fork Trininty River at White Settlement, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$5,700	$11,100	$16,800
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$5,700**	**$12,600**	**$18,300**
08045800	Lake Weatherford near Weatherford, TX						
	Reservoir Elevation	RES-E	1	1.00	$0	$7,000	$7,000
				Site Totals:	**$0**	**$7,000**	**$7,000**
08045995	Clear Fork Trinity River at Kelly Road near Aledo, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$5,700	$11,100	$16,800
	Rain Gage Station	INSTALL	1	1.00	$0	$4,000	$4,000
		RSTAD	1	1.00	$0	$1,000	$1,000
				Site Totals:	**$5,700**	**$16,100**	**$21,800**
08047000	Clear Fork Trinity River near Benbrook, TX						
	Full Range Streamflow Station	QCONT	1	1.20	$0	$20,160	$20,160
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
	Additional low-flow measurements	QMEAS	1	1.00	$0	$2,000	$2,000
	Camera (funded by NGWOS)		1	1.00	$0	$0	$0
				Site Totals:	**$0**	**$23,660**	**$23,660**
08047050	Mary's Creek at Benbrook, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$5,700	$11,100	$16,800
	Camera (funded by NGWOS)				$0	$0	$0
				Site Totals:	**$5,700**	**$11,100**	**$16,800**
08047500	Clear Fork Trinity River at Fort Worth, TX						
	Funded by Federal Priority Streamgages	QCONT	0	1.00	$0	$0	$0
	Camera (funded by NGWOS)				$0	$0	$0
				Site Totals:	**$0**	**$0**	**$0**
08048000	W. Fork Trinity River at Fort Worth, TX	QCONT	0	1.00	$0	$0	$0
	Funded by Federal Priority Streamgages						
	Weather Station, Operation & Maintenance	WSTAT	1	1.00	$0	$5,000	**$5,000**
				Site Totals:	**$0**	**$5,000**	**$5,000**
08048543	W. Fork Trinity River at Beach St. Fort Worth, TX						
	Full Range Streamflow Station	QCONT	0	1.00	$0	$0	$0
	Site funded by Trinity River Compact						
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$1,500**	**$1,500**

08048970	Village Ck at Everman, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$5,250	$11,550	$16,800
	Rain Gage Station	RSTPUB			$0	$0	$0
	Rain Gage funded by City of Arlington						
				Site Totals:	**$5,250**	**$11,550**	**$16,800**
08049200	Lake Arlington at Arlington, TX						
	Reservoir Elevation	RES-E	1	1.20	$0	$8,400	$8,400
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$9,900**	**$9,900**
8062575	Trinity River at Cedar Creek nr Rosser, TX						
	Full Range Streamflow Station	QCONT	0	1.00	$0	$16,800	$16,800
				Site Totals:	**$0**	**$16,800**	**$16,800**
08062700	Trinity River at Trinidad, TX						
	Full Range Streamflow Station	QCONT	0	1.00	$0	$0	$0
	Funded by Federal Priority Streamgages						
				Site Totals:	**$0**	**$0**	**$0**
08062800	Cedar Creek nr Kemp, TX						
	Full Range Streamflow Station	QCONT	0	1.00	$0	$16,800	$16,800
				Site Totals:	**$0**	**$16,800**	**$16,800**
08062895	Kings Creek at H 34 nr Kaufman, TX						
	Full Range Streamflow Station	QCONT	1	1.1	$5,700	$12,780	$18,480
	Rain gage Station	RSTAD	1	1	$0	$1,500	$1,500
				Site Totals:	**$5,700**	**$14,280**	**$19,980**
08063010	Cedar Creek Reservoir near Trinidad, TX						
	Reservoir Contents	RES-C	1	1.05	$0	$8,925	$8,925
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
	Wind Speed and Direction	WIND	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$11,925**	**$11,925**
08063100	Richland Creek near Dawson, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$0	$16,800	$16,800
				Site Totals:	**$0**	**$16,800**	**$16,800**
08063460	Richland Creek at CR 0030, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$0	$16,800	$16,800
				Site Totals:	**$0**	**$16,800**	**$16,800**
08063600	Lake Waxahachie near Waxahachie						
	Reservoir Elevation	RES-E	1	1.00	$0	$7,000	$7,000
				Site Totals:	**$0**	**$7,000**	**$7,000**
08063800	Waxahacie Creek near Bardwell, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$0	$16,800	$16,800
				Site Totals:	**$0**	**$16,800**	**$16,800**

08064510	Halbert Lake near Corsicana, TX						
	Reservoir Elevation	RES-E	1	1.00	$0	$7,000	$7,000
				Site Totals:	**$0**	**$7,000**	**$7,000**
08064550	Richland-Chambers Reservoir near Kerens, TX						
	Reservoir Contents	RES-C	1	1.00	$0	$8,500	$8,500
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
	Wind Speed and Direction	WIND	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$11,500**	**$11,500**
08064570	Trinity Rv at Hwy 287 nr Cayuga, TX						
	Full Range Streamflow Station	QCONT	1	1.00	$0	$16,800	$16,800
				Site Totals:	**$0**	**$16,800**	**$16,800**
08048508	W Fk Trinity Rv at E Northside Dr						
	Fulll Range Streamflow Station	QCONT	1	1.00	$0	$16,800	$16,800
	Rain Gage Station	RSTAD	1	1.00	$0	$1,500	$1,500
				Site Totals:	**$0**	**$18,300**	**$18,300**
08062730	New Terrell City Lake nr Terrell, TX						
	Reservoir Elevation (funded by City of Terrell)	RES-E	1	1.00	$0	$0	$0
	Rain Gage Station	INSTALL	1	1.00	$0	$4,000	$4,000
		RSTAD	1	1.00	$0	$1,000	$1,000
				Site Totals:	**$0**	**$5,000**	**$5,000**
				SURFACE WATER TOTAL	**$33,750**	**$366,190**	**$399,940**

003: WATER QUALITY PROGRAM

08047050							
	Mary's Creek at Benbrook, TX O&M of 5-parameter Water-Quality Monitor T, SC, DO, pH, Turb.	WQMON5	1	1	$0	$ 39,600	$39,600
08048000							
	W. Fork Trinity River at Fort Worth, TX O&M of 5-parameter Water-Quality Monitor T, SC, DO, pH, Turb.	WQMON5	1	1	$0	$39,600	$39,600
	WATER QUALITY TOTAL				**$0**	**$ 79,200**	**$79,200**

PROJECT	USGS FUNDS	TRWD FUNDS	TOTAL COST
001: SURFACE WATER	$33,750	$366,190	$399,940
003: WATER QUALITY	$0	$ 79,200	$79,200
GRAND TOTAL	$33,750	$445,390	$479,140

Tarrant Regional Water District

Team Member Scoring Sheet

26-130 HVAC Maintenance/Repair for all TRWD Pump Stations

Technical Quality Criteria	Total Points Available	3D Mechnical Service Company	Robinson Taylor Industries, LLC	TDIndustries, Inc
Price	40.00	33.09	40.00	22.24
	Total Annual Cost	$69,820.00	$57,760.02	$103,862.00
	Standard Hourly Rate	$100.00	$95.00	$131.00
	Overtime Hourly Rate	$150.00	$142.50	$196.50
	Material Mark Up %	30%	20%	30%
Experience and Qualifications	30.00	27.00	30.00	25.00
References	30.00	27.00	20.00	19.00
Total	**100.00**	**87.09**	**90.00**	**66.24**

Tarrant Regional Water District

Final Evaluation Sheet

26-129 Switchgear, Transformers, and Relay Maintenance

Technical Quality Criteria	Total Points Available	C3 AcquisitionCo, LLC	LND Technical Services LLC	Shermco Industries Inc.	Transfluid Services Inc.
Price	40.00	40.00	36.12	37.03	7.78
	Price Per Hour with Markup	$202.50	$224.25	$218.75	$1,041.47
Experience and Qualifications of Firm, Team, and Key Personnel	20.00	14.00	15.00	20.00	10.00
Overall Capability	20.00	20.00	20.00	20.00	10.00
Commitment of Staff and Schedule	10.00	5.00	5.00	10.00	5.00
References	10.00	10.00	10.00	10.00	0.00
Total	**100.00**	**89.00**	**86.12**	**97.03**	**32.78**

TRWD Capital Fleet Expenditures

	Project	Vendor	Amount	Purpose	Budget Line	Budget
1	ITB No. 27-002 Wheeled Hydraulic Excavator	Kirby Smith Machinery, INC.	$689,880.00	Proposed purchase of a Wheeled Hydraulic Excavator or equivalent wheeled hydraulic excavator if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will utilize the Interlocal Cooperative, Buy Board #788-25, in accordance with Government Code 791.025. Following the delivery of the Wheeled Hydraulic Excavator, the District will auction asset 8-67, 2008 Gradall Wheeled Excavator.		
	Total for Unit 8-87		**$689,880.00**		General	**$690,000.00**
2	ITB No. 27-005 Heavy-Duty Tandem Axle Dump Truck	Rush Truck Centers	$198,600.00	Proposed purchase of a Heavy-Duty Tandem Axle Dump Truck o equivalent Dump Truck if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations. The purchase will utilize the Interlocal CooperativeBuy Board #723-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District Dump Truck may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 3-54		**$198,600.00**		General	**$215,000.00**
3	ITB No. 27-001 1-Ton Crew Cab UTL Dual Wheel Pickup	Caldwell Country Chevrolet	$72,640.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL DRW Pickup or equivalent 1-Ton Crew Cab UTL DRW Pickup if it becomes available from a different vendor. The unit will be assigned to the Floodway Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Governmen Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 5-114		**$72,640.00**		General	**$95,000.00**
4	ITB No. 27-001 1-Ton Crew Cab UTL Dual Wheel Pickup	Caldwell Country Chevrolet	$72,640.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL DRW Pickup or equivalent 1-Ton Crew Cab UTL DRW Pickup if it becomes available from a different vendor. The unit will be assigned to the Floodway Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Governmen Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 5-115		**$72,640.00**		General	**$95,000.00**

TRWD Capital Fleet Expenditures

5	ITB No. 27-001 1-Ton Crew Cab UTL Pickup	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-494		**$67,600.00**		General	**$72,000.00**
6	ITB No. 27-001 1-Ton Crew Cab UTL Pickup	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-495		**$67,600.00**		General	**$72,000.00**
7	ITB No. 27-001 1-Ton Crew Cab UTL Pickup	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-496		**$67,600.00**		General	**$72,000.00**
8	ITB No. 27-001 1-Ton Crew Cab UTL Pickup	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Facilities Environmental Controls Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-497		**$67,600.00**		General	**$72,000.00**

9	ITB No. 27-001 1-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$60,000.83	Proposed purchase of a 1-Ton 4WD Crew Cab Pickup or equivalent 1-Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-498		**$60,000.83**		General	**$68,000.00**
10	ITB No. 27-001 1/2-Ton Third Row Seat SUV	Caldwell Country Chevrolet	$68,165.00	Proposed purchase of a 1/2-Ton Third Row Seat SUV or equivalent 1/2 Ton Third Row Seat SUV if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department as a pool vehicle. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-001		**$68,165.00**		General	**$65,000.00**
11	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-002		**$56,949.07**		General	**$58,000.00**
12	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-003		**$56,949.07**		General	**$58,000.00**

TRWD Capital Fleet Expenditures

13	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-004		**$56,949.07**		General	**$58,000.00**
14	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-005		**$56,949.07**		General	**$58,000.00**
15	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Fort Worth Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-006		**$56,949.07**		General	**$58,000.00**
16	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Operations Construction Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-007		**$56,949.07**		General	**$58,000.00**

TRWD Capital Fleet Expenditures

17	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Facilities Environmental Controls Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-008		**$56,949.07**		General	**$58,000.00**
18	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the IT Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-009		**$56,949.07**		General	**$58,000.00**
19	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Operations Construction Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-010		**$56,949.07**		General	**$58,000.00**

Actuals			**Budget**	
General	**$1,944,867.46**		**General**	**$2,038,000.00**

VENDOR TOTALS

KIRBY SMITH MACHINERY, INC.	**$689,880.00**
RUSH TRUCK CENTER	**$198,600.00**
CALDWELL CHEVROLET	**$1,056,387.46**

TRWD Capital Fleet Expenditures - September 2026

	Project	Vendor	Amount	Purpose	Budget Line	Budget
1	ITB No. 27-001 1-TON CREW CAB PICKUP	Caldwell Country Chevrolet	$54,200.00	Proposed purchase of a 1-Ton 4WD Crew Cab Pickup or equivalent 1-Ton Crew Cab Pickup if it becomes available fron a different vendor. The unit will be assigned to the Industrial Machinery Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-499		**$54,200.00**		Revenue	**$72,000.00**
2	ITB No. 27-001 1-TON CREW CAB PICKUP	Caldwell Country Chevrolet	$54,200.00	Proposed purchase of a 1-Ton 4WD Crew Cab Pickup or equivalent 1-Ton Crew Cab Pickup if it becomes available fron a different vendor. The unit will be assigned to the Right-of-Way Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-500		**$54,200.00**		Revenue	**$72,000.00**
3	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-501		**$67,600.00**		Revenue	**$72,000.00**
4	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-502		**$67,600.00**		Revenue	**$72,000.00**

TRWD Capital Fleet Expenditures - September 2026

5	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-503		**$67,600.00**		Revenue	**$72,000.00**
6	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Cedar Creek Operations. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-504		**$67,600.00**		Revenue	**$72,000.00**
7	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-505		**$67,600.00**		Revenue	**$72,000.00**
8	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-506		**$67,600.00**		Revenue	**$72,000.00**

TRWD Capital Fleet Expenditures - September 2026

9	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Cedar Creek Operations. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-507		**$67,600.00**		Revenue	**$72,000.00**
10	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Cedar Creek Operations. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-508		**$67,600.00**		Revenue	**$72,000.00**
11	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-509		**$67,600.00**		Revenue	**$72,000.00**
12	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-510		**$67,600.00**		Revenue	**$72,000.00**

TRWD Capital Fleet Expenditures - September 2026

13	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-511		**$67,600.00**		Revenue	**$72,000.00**
14	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-512		**$67,600.00**		Revenue	**$72,000.00**
15	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Cedar Creek Operations. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-513		**$67,600.00**		Revenue	**$72,000.00**
16	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-514		**$67,600.00**		Revenue	**$72,000.00**

TRWD Capital Fleet Expenditures - September 2026

17	ITB No. 27-001 1-TON CREW CAB UTL PICKUP	Caldwell Country Chevrolet	$67,600.00	Proposed purchase of a 1-Ton 4WD Crew Cab UTL Pickup or equivalent 1-Ton Crew Cab UTL Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 2-515		**$67,600.00**		Revenue	**$72,000.00**
18	ITB No. 27-001 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Eagle Mountain Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-011		**$56,949.07**		Revenue	**$58,000.00**
19	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Eagle Mountain Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-012		**$56,949.07**		Revenue	**$58,000.00**
20	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Eagle Mountain Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-013		**$56,949.07**		Revenue	**$58,000.00**

TRWD Capital Fleet Expenditures - September 2026

21	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-014		**$56,949.07**		Revenue	**$58,000.00**
22	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-015		**$56,949.07**		Revenue	**$58,000.00**
23	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-016		**$56,949.07**		Revenue	**$58,000.00**
24	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-017		**$56,949.07**		Revenue	**$58,000.00**

TRWD Capital Fleet Expenditures - September 2026

25 ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Pipeline Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.			
Total for Unit 1-018		**$56,949.07**		Revenue		**$58,000.00**
26 ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Cedar Creek Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.			
Total for Unit 1-019		**$56,949.07**		Revenue		**$58,000.00**
27 ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Cedar Creek Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.			
Total for Unit 1-020		**$56,949.07**		Revenue		**$58,000.00**
28 ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Cedar Creek Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.			
Total for Unit 1-021		**$56,949.07**		Revenue		**$58,000.00**

TRWD Capital Fleet Expenditures - September 2026

29	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Richland Chambers Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-022		**$56,949.07**		Revenue	**$58,000.00**
30	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Richland Chambers Operations Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-023		**$56,949.07**		Revenue	**$58,000.00**
31	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Engineer Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-024		**$56,949.07**		Revenue	**$58,000.00**
32	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Engineer Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-025		**$56,949.07**		Revenue	**$58,000.00**

TRWD Capital Fleet Expenditures - September 2026

33	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Engineer Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-026		**$56,949.07**		Revenue	**$58,000.00**
34	ITB No. 27-001 1/2-Ton Crew Cab Pickup	Caldwell Country Chevrolet	$56,949.07	Proposed purchase of a 1/2 Ton 4WD Crew Cab SWB Pickup or equivalent 1/2 Ton Crew Cab Pickup if it becomes available from a different vendor. The unit will be assigned to the Engineer Department. The purchase will be utilizing the Interlocal Cooperative, Buy Board #724-23, in accordance with Government Code 791.025. Following completion of the 2026 asset condition assessments, one (1) District vehicle may be designated as surplus and prepared for sale in accordance with the Asset Management Program.		
	Total for Unit 1-027		**$56,949.07**		Revenue	**$58,000.00**

Actuals			**Budget**	
Revenue	**$2,090,534.19**		**Revenue**	**$2,210,000.00**

VENDOR TOTALS

CALDWELL CHEVROLET	**$2,090,534.19**

Team Member Scoring Sheet

26-159 Fleet Preventative Maintenance Services

Technical Quality Criteria		Total Points Available	Element Fleet Management Corporation	Schick Enterprises LLC	Southern Star Auto, LLC
Price		50.00	48.33	50.00	50.00
	Technician Hourly Rate		$150.00	$145.00	$145.00
	Percentage Mark-up for parts and materials		0%	45%	30%
Reference feedback on vendor's past relationship with TRWD and other entities		20.00	0.00	20.00	18.00
Qualifications and Experience		15.00	5.00	15.00	10.00
Proposed Operations Plan		15.00	5.00	13.00	10.00
Total		**100.00**	**58.33**	**98.00**	**88.00**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: September 15, 2026

SUBJECT: **Consider Approval of Interlocal Agreement with the City of Arlington for the Smart Irrigation Controller Rebate Program**

FUNDING: Fiscal Year 2027 Revenue Fund Budget - $20,000

RECOMMENDATION:

Management recommends approval of an interlocal agreement **in an amount not-to-exceed $20,000** with the City of Arlington for a residential smart irrigation controller rebate program. The contract includes two (2) one-year renewal options for a total potential cost not-to-exceed $90,000.

DISCUSSION:

The Tarrant Regional Water District's water conservation program focuses heavily on support for our customer cities, efficient outdoor watering, and landscape improvements for long-term savings. The proposed Smart Irrigation Controller Rebate Program will expand our support by partnering with the City of Arlington to provide rebates that encourage residents to replace their old controllers with new, more efficient technology. Depending on the controller, smart irrigation controllers allow residents to change their sprinkler settings in response to weather conditions or weekly watering advice more easily and can have the capability to automatically respond to weather or soil moisture.

Management recommends a one-year contract with two one-year renewal options that could extend the contract through 2029 as long as budgeted funds are available. The contract will provide administrative support to verify approximately 133 Arlington water customers with a rebate not to exceed $150. The program will also require customers to sign up for high usage alerts through Arlington Water Utilities' Know Your H2O website. Rebate amounts will be based on the type of smart controller purchased and the total cost of the controller. All Arlington water customers and their smart controller purchases will be verified.

This item was reviewed by the Construction and Operations Committee on September 9, 2026.

Submitted By:

Jennifer Owens
Director of Environmental Services

INTERLOCAL AGREEMENT BETWEEN THE TARRANT REGIONAL WATER DISTRICT AND THE CITY OF ARLINGTON FOR THE SMART IRRIGATION CONTROLLER REBATE PROGRAM

This Interlocal Agreement ("Agreement") is entered into by and between Tarrant Regional Water District ("TRWD"), a conservation and reclamation district created pursuant to Chapter 49 and Chapter 54 of the Texas Water Code, and the City of Arlington, Texas, acting through Arlington Water Utilities ("City"), collectively referred to as the "Parties."

I. RECITALS

WHEREAS, chapter 791 of the Texas Government Code, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes;

WHEREAS, TRWD and the City share a mutual interest in promoting water conservation and reducing outdoor irrigation water demand throughout Tarrant County;

WHEREAS, the Parties desire to encourage residential customers to replace outdated irrigation controllers with WaterSense®-labeled smart irrigation controllers that improve irrigation efficiency and reduce water waste;

WHEREAS, the Parties desire to establish a rebate program to incentivize such replacements and to define their respective responsibilities for administration and implementation of the program; and

WHEREAS, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

II. PURPOSE

The purpose of this Agreement is to establish a cooperative Smart Irrigation Controller Rebate Program ("Program") through which eligible Arlington Water Utilities residential customers may receive rebates for the purchase and installation of qualifying WaterSense-labeled smart irrigation controllers.

III. TERM

This Agreement shall commence on October 1, 2026, and continue through September 30, 2027, unless terminated earlier in accordance with this Agreement. The Parties may renew the Agreement by mutual written agreement for additional one-year terms covering Fiscal Years 2028 and 2029.

IV. PROGRAM FUNDING

A. Initial Funding. TRWD shall provide funding in the amount of Twenty Thousand Dollars ($20,000) for the Program during Fiscal Year 2027.

B. Renewal Funding. Subject to annual approval and availability of funds:

1. For Fiscal Year 2028, the Parties may:
    - Renew the Program;
    - Modify rebate procedures or rebate amounts based upon results of the prior year; and
    - Increase annual funding up to Thirty Thousand Dollars ($30,000).

2. For Fiscal Year 2029, the Parties may:
    - Renew the Program;
    - Modify rebate procedures or rebate amounts based upon prior Program performance; and
    - Increase annual funding up to Forty Thousand Dollars ($40,000).

C. Maximum Compensation. The cumulative amount funded under this Agreement, including all renewals, shall not exceed Ninety Thousand Dollars ($90,000) unless amended in writing by the Parties.

V. PROGRAM DESCRIPTION

The Program shall provide rebates to eligible Arlington Water Utilities single-family residential customers who purchase and install qualifying WaterSense-labeled smart irrigation controllers. The Fiscal Year 2027 Program shall include:

1. A rebate amount not to exceed One Hundred and Fifty Dollars ($150.00) per approved application, applied as a credit to the customer's utility account and shall not be issued as cash payments.
2. Approximately 130-260 rebates, subject to available funding.
3. Distribution on a first-come, first-served basis.
4. Eligibility limited to customers who:
    - Purchase and install a WaterSense-labeled smart irrigation controller with a purchase price equal to or greater than the rebate amount;
    - Maintain a City water account in the applicant's name at the installation address;
    - Enroll in Arlington Water Utilities' Know Your H2O high bill/high usage alert system; and
    - Meet all other Program requirements established by the Parties.

VI. RESPONSIBILITIES OF TRWD

TRWD shall:

1. Provide Program funding as described herein.
2. Promote the Program through its conservation outreach efforts.
3. Host and maintain a Program webpage describing eligibility requirements, application procedures, and Program information.
4. Establish acceptable standards for proof of purchase and proof of installation.
5. Receive and process rebate applications.
6. Verify that qualifying WaterSense-labeled smart irrigation controllers have been purchased and installed.
7. Notify the City's Communications Coordinator or designated representative via email of approved applicants, including:
    - Customer name;
    - Service address; and
    - Utility account number, if available.
8. Include information regarding the Program in applicable annual conservation outreach materials and customer reports.
9. Collaborate with the City to evaluate Program effectiveness using aggregated, non-identifiable water-use data.

VII. RESPONSIBILITIES OF THE CITY

The City shall:

1. Promote the Program through its communication channels.
2. Verify that the utility account associated with the application:
    - Is registered in the applicant's name;
    - Is associated with the address provided in the application; and
    - Is in good standing.
3. Verify that the applicant has enrolled in the Know Your H2O high bill/high usage alert system and provide assistance with enrollment when necessary.
4. Confirm that the account has no:
    - Past-due balances;
    - Tampering fees; or
    - Documented ongoing leaks that would make the account ineligible under Program requirements.
5. Deposit and maintain Program funds received from TRWD in an account designated for rebate administration.
6. Notify approved applicants that a rebate credit will be applied to their utility account and provide an estimated timeframe for the credit.
7. Apply rebates to customer utility accounts after all eligibility requirements have been verified.
8. Provide TRWD with monthly reports identifying:
    - Number of rebates issued;
    - Total funds expended; and
    - Remaining Program funding balance.
9. Include a description of the Program in the City's Annual Water Conservation Report.
10. Collaborate with TRWD to develop methods for evaluating Program impacts using

aggregated, non-identifiable customer water-use data.

VIII. PAYMENT AND RECONCILIATION

TRWD shall provide funding to the City in accordance with procedures agreed upon by the Parties. The City shall use Program funds solely for the administration of customer rebates authorized under this Agreement. Any unexpended Program funds remaining at the end of the Agreement term shall be handled as mutually agreed upon by the Parties and documented in writing.

IX. DATA SHARING AND CONFIDENTIALITY

The Parties acknowledge that customer account information may be exchanged for the limited purpose of administering the Program. Any customer information shared pursuant to this Agreement shall be used solely for Program administration and shall be protected in accordance with applicable federal, state, and local laws. To the extent practicable, Program evaluation shall rely on aggregated, non-identifiable data.

X. INDEPENDENT ENTITIES

The Parties are independent governmental entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship, or employer-employee relationship between the Parties.

XI. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Upon termination, the Parties shall cooperate to reconcile Program funds and complete any rebate obligations approved prior to the effective date of termination, subject to available funding.

XII. NOTICE

Any notice required under this Agreement shall be delivered in writing to the representatives designated by each Party or to such other persons as may be designated in writing.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the Program and supersedes all prior discussions or understandings relating thereto. Any amendment must be in writing and signed by authorized representatives of both Parties.

XIV. LIABILITY

To the extent permitted under Texas law, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person(s) and property that may arise out of, or be occasioned by, this Agreement or from any act or omission of any employee or invitee of the parties to this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

XV. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, neither the City nor TRWD waives or surrenders any of its governmental powers or immunities, if any.

XVI. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

XVII. AUTHORITY TO EXECUTE

The undersigned certify that they are authorized to execute this Agreement on behalf of their respective entities.

TARRANT REGIONAL WATER DISTRICT
By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

CITY OF ARLINGTON, TEXAS
By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
ATTEST:

City Secretary
APPROVED AS TO FORM:

City Attorney

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: September 15, 2026

SUBJECT: **Consider Approval of Contract with Linear Traffic Markings LLC for Installation of Trail Striping in the Clear Fork**

FUNDING: Fiscal Year 2026 General Fund Budget- $500,000 and Fiscal Year 2027 General Fund Budget - $500,000

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed $301,424.30** with Linear Traffic Markins LLC for the installation of Trail Striping in the Clear Fork. The striping includes a center stripe (solid and dashed), enhancements for slow/safe zones in congested areas, and edge striping near hazards.

DISCUSSION:

The TRWD Recreation Master Plan identified trail signage and striping as strategic projects that will improve safety along the Trinity Trails. These enhancements will take place across the Trinity Trails and at Marine Creek Lake. This first phase is to install these safety enhancements along the Clear Fork.

Request for Proposals was solicited per statute (Texas Government Code Chapter 2254) and three submittals were received. The evaluation team determined the most qualified vendor to complete the project is Linear Traffic Markings LLC.

This item was reviewed by the Recreation Committee on September 8, 2026.

Submitted By:

Darrell Beason
Chief Operation Officer

Tarrant Regional Water District

Final Evaluation Sheet

26-125-1 Clearfork Striping

Technical Quality Criteria	Total Points Available	Gateway Contractors LLC	Grey Sky Construction LLC	Linear Traffic Markings LLC
Price	40.00	31.65	28.05	40.00
	Price	$380,993.49	$429,856.90	$301,424.30
Experience, Qualifications, and References	30.00	20.00	30.00	30.00
Project Approach	20.00	20.00	10.00	20.00
Project Schedule	10.00	10.00	4.50	7.14
Days for completion		45 days	100 days	63 days
Total	**100.00**	**81.65**	**72.55**	**97.14**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: September 15, 2026

SUBJECT: **Consider Approval of Interlocal Agreement Between City of Dallas, North Texas Municipal Water District and Tarrant Regional Water District**

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of an Interlocal Agreement between City of Dallas, North Texas Municipal Water District (NTMWD) and Tarrant Regional Water District to establish a regional framework for cooperation to enhance the reliability, resiliency, and cost-effectiveness of water supply in North Texas.

DISCUSSION:

The District, NTMWD and Dallas each provide essential water supply, treatment, and transmission services to customers in the North Texas region and share a common mission to support regional growth, economic development, and quality of life. Each has made significant investments in water supply sources, conservation programs, reuse systems, transmission infrastructure, and desires to maximize the value of those investments. The three entities also have a history of collaboration on water supply and water quality matters, including the Integrated Pipeline Project partnership, regional water conservation initiatives, a “regional optimization study” to look at system interconnections, and other initiatives.

The parties desire to enter into an interlocal agreement to formalize a framework for continued cooperation and future agreements on water supply and water quality matters. The agreement is intended to facilitate:

1. strategic planning and development of water supplies,
2. optimization of existing infrastructure,
3. sharing, purchase, and sale of water and capacity, and
4. future agreements that maximize the value of existing and planned assets while meeting long-term regional needs.

This is a non-binding framework for cooperation with no obligation to expend funds, construct infrastructure, or transfer water.

This item was reviewed by the Administration and Policy Committee on September 8, 2026.

Submitted By:

Rachel Ickert
Chief Engineering Officer

INTERLOCAL AGREEMENT BETWEEN THE TARRANT REGIONAL WATER DISTRICT, THE NORTH TEXAS MUNICIPAL WATER DISTRICT, AND THE CITY OF DALLAS (DALLAS WATER UTILITIES) FOR REGIONAL WATER SUPPLY COOPERATION AND INTERCONNECTIVITY

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the Tarrant Regional Water District, a water control and improvement district ("TRWD"), the North Texas Municipal Water District, a water control and improvement district ("NTMWD"), and the City of Dallas, a home-rule municipality, acting by and through its Dallas Water Utilities department ("Dallas"), each referred to separately as a "Party" and collectively as the "Parties," and shall become effective on the date the last Party executes this Agreement (the "Effective Date").

WHEREAS, chapter 791 of the Texas Government Code, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal agreements for governmental purposes;

WHEREAS, the Parties each provide essential water supply, treatment, and transmission services to customers in the North Texas region and share a common mission to support regional growth, economic development, and quality of life;

WHEREAS, water demands across North Texas continue to grow, though at differing rates among service areas, with demand growth partially moderated through successful conservation and reuse efforts;

WHEREAS, the Parties have made significant investments in water supply sources, conservation programs, reuse systems, treatment facilities, and transmission infrastructure, and desire to maximize the value of those investments;

WHEREAS, the Parties have historically collaborated on water supply and water quality matters, including Dallas contracting for water supplies from NTMWD in the 1950s;

WHEREAS, the Parties' water supply systems and strategies increasingly overlap and present opportunities for greater coordination and collaboration;

WHEREAS, the 2026 Region C Water Plan and the 2027 State Water Plan, like prior versions of these plans, identify multiple joint water management strategies involving the Parties, including projects related to Marvin Nichols Reservoir, Marvin Nichols with Wright Patman Reallocation, Toledo Bend Reservoir, and reuse initiatives, demonstrating a shared regional approach;

WHEREAS, the Parties recognize that cooperation and proactive planning can reduce costs to customers, extend existing water supplies, monetize temporary surplus water and infrastructure capacity, and defer the need for costly capital projects;

WHEREAS, the Parties have a demonstrated history of cooperation, including but not limited to:

1. The **Integrated Pipeline (IPL)** project, which is estimated to save approximately $500 million in capital costs and $1 billion over the life of the project;

2. **Regional water conservation initiatives**, including a public awareness campaign initiated in 2009 and expanded in 2019, and the annual North Texas Regional Water Conservation Symposium;

3. The **Regional Optimization Study**, identifying efficiency opportunities for further evaluation and development through system interconnections and collective regional operation;

4. **Existing agreements** between NTMWD and Dallas, including the 2018 Lake Fork Transport Agreement (as amended), the 2011 Untreated Water Purchase Contract, and the 2008 Contract Between City of Dallas and North Texas Municipal Water District relating to the Main Stem Pump Station and Reuse Water;

5. Ongoing collaboration between TRWD and Dallas, including the "reverse litter" campaign;

6. Longstanding joint studies and planning efforts in the Sulphur River Basin, including a 2021 interlocal agreement for updated yield and cost analyses and participation in the Region C Interregional Working Group; and

WHEREAS, the Parties desire to enter into an interlocal agreement to formalize a framework for continued cooperation and future agreements on water supply and water quality matters.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

Section 1. AUTHORITY

Each Party represents and warrants that it is a duly organized and existing governmental entity or political subdivision of the State of Texas, with full legal authority under applicable law, including but not limited to the Texas Water Code and Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), to enter into this Agreement and perform the obligations contemplated herein. Each Party further represents that this Agreement has been duly authorized by its governing body.

Section 2. PURPOSE

The purpose of this Agreement is to establish a regional framework for cooperation to enhance the reliability, resiliency, and cost-effectiveness of water supply in North Texas. This Agreement is intended to facilitate:

a. strategic planning and development of water supplies,
b. optimization of existing infrastructure,
c. evaluations of future agreements for sharing, purchase, and sale of water and capacity, and
d. future agreements that maximize the value of existing and planned assets while meeting long-term regional needs.

Section 3. DEFINITIONS

For purposes of this Agreement:

a. **"Emergency Conditions"** means drought, infrastructure failure, unanticipated regulatory constraints, or other events materially impacting a Party's ability to meet water supply demands.

b. **"Monetize"** means receiving compensation for the sale, lease, exchange, or use of water, capacity, or related assets.

c. **“Purchase”** means a contractual sale of water for a defined term of years where the seller retains ownership of the underlying state-issued water right permit or contract water.

d. **“Reuse Water”** means treated wastewater effluent or return flows authorized for beneficial reuse under applicable permits.

e. **“Temporary Surplus Water”** means water a Party is legally authorized to use or supply but does not require to meet projected demand, including drought contingency conditions, currently or for a defined period.

f. **“Transmission Capacity”** means temporarily or permanently available, uncommitted capacity in pipelines, canals, pump stations, or other water conveyance infrastructure.

g. **“Treatment Capacity”** means temporarily or permanently available, uncommitted capacity in water treatment facilities or wetlands systems.

Section 4. COOPERATIVE PRINCIPLES AND INTENT

The Parties acknowledge the benefits of expanding cooperation and acknowledge the importance of exploring the following areas for future potential cooperation:

a. *Future Agreements*. Explore entering into one or more agreements, as appropriate, for the sale, purchase, exchange, or sharing of water or system capacity. Such agreements may involve any combination of the Parties.

b. *Foundational Principle*. Work collaboratively to develop mutually beneficial arrangements to monetize temporary surplus water (raw, reuse, or treated) and transmission capacity while maintaining or improving system reliability.

c. *Conservation Commitment*. Include water conservation cooperation as a component of all future agreements among the Parties in alignment with each Parties ordinances and provisions.

d. *Infrastructure Collaboration*. Explore cooperative development of capital projects, including but not limited to:

   1. IPL to Dallas System connections,
   2. Dallas Main Stem Balancing Reservoir,
   3. treated water system interconnections, and
   4. interconnections involving Lake Fork, Lake Tawakoni, and the IPL.

e. *Emergency Resilience.* Identify opportunities for sharing water supplies and infrastructure during Emergency Conditions to enhance regional resilience.

Section 5. EXISTING CONDITIONS AND OPPORTUNITIES

The Parties recognize the following conditions that create opportunities for collaboration:

a. Dallas may have the ability, due to proactive planning, to monetize temporary surplus permitted water while continuing to meet its customer demands.

b. Existing interconnections and contractual relationships among the Parties provide mechanisms for sharing raw, reuse, and treated water.

c. Existing infrastructure may be leveraged to facilitate both temporary transactions and long-term emergency interconnections.

Section 6. POTENTIAL COLLABORATION INITIATIVES

The Parties identify the following potential areas for cooperation:

a. *Raw Water Transactions*. Purchase or swap of surplus raw water and consideration of conveyance of such water using existing infrastructure.

b. *Treated Water Interconnection*. NTMWD and Dallas may interconnect treated water systems and enable NTMWD to purchase temporary surplus treated water, with mutual emergency benefits.

c. *Reuse Water Utilization*. Purchase and/or treatment of temporary surplus reuse water in existing or planned wetlands systems.

d. *Storage Partnerships*. Joint funding and development of off-channel reservoirs for storage of raw or reuse water.

e. *Other Water Collaboration Efforts*. Additional water supply collaboration and interconnectivity initiatives not specifically listed herein and conforming to the Cooperative Principles and Intent.

Section 7. GOVERNANCE AND COORDINATION

a. The Parties shall coordinate in good faith to identify and advance cooperative opportunities.

b. The Parties may establish a Joint Coordination Group consisting of representatives from each Party to:

1. share planning data and information,
2. evaluate projects and transactions,
3. coordinate timing and implementation, and
4. develop recommendations.

c. Nothing in this Agreement limits or delegates the authority of any Party's governing body. All binding commitments require separate approval.

d. The Parties agree to meet periodically, as mutually determined.

e. The Parties agree that any payment for the performance of governmental functions or services under this Agreement must be made from current revenues available to the paying party.

Section 8. NON-BINDING FRAMEWORK

This Agreement is intended as a non-binding framework for cooperation. Nothing herein obligates any Party to sell, purchase, or transfer water; requires construction of infrastructure; or commits any Party to expend funds. Any binding obligations must be set forth in separate, duly executed agreements.

Section 9. TERM AND TERMINATION

This Agreement shall become effective upon full execution by all Parties and shall remain in effect until terminated by mutual agreement or by any Party upon written notice to the others.

Section 10. MISCELLANEOUS

a. *No Third-Party Beneficiaries*. This Agreement benefits only the Parties.

b. *No Waiver of Immunity*. Nothing contained herein shall be deemed or construed to waive any immunity of any Party.

c. *Severability*. If any provision is invalid, the remaining provisions remain effective.

d. *Counterparts*. This Agreement may be executed in multiple counterparts.

e. *Entire Agreement*. This Agreement (including the attached Exhibits) contains the entire Agreement between TRWD, NTMWD, and Dallas, and no oral statements or prior written matter not specifically incorporated herein is of any force and effect. No modifications are binding on any Party unless set forth in a document executed by that Party.

f. *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

g. *Governing Body Approval*. Notwithstanding anything herein to the contrary, the Parties hereby acknowledge and agree that the execution of this Agreement by the parties is expressly subject to and contingent upon the approval of the Parties' respective governing bodies.

Section 11. NOTICES

(a) Any notice under this Agreement shall be in writing and shall be deemed to have been served if (i) delivered in person to the address set forth below for the Party to whom the notice is given, , (ii) placed in the United States mail, return receipt requested, addressed to such Party at the address specified below, or (iii) deposited into the custody of Federal Express Corporation to be sent by Fed Ex Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to the Party at the address specified below.

(b) The address of Dallas under this Agreement is:

Dallas Water Utilities
Attn: Director
1500 Marilla Street, Room 4AN
Dallas, TX 75201

(c) The address of NTMWD under this Agreement is:

North Texas Municipal Water District
Attn: Executive Director/ General Manager
501 E Brown Street
Wylie, TX 75098

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: September 15, 2026

SUBJECT: **Consider Approval of Resolution Authorizing Participation Agreement and Board Appointment Recommendation for Tax Increment Reinvestment Zone Number 17 - Near West Side**

FUNDING: Fiscal Year 2026 General Fund - $4,142 and as valued annually thereafter

RECOMMENDATION:

Management recommends approval of a Resolution:

1. Authorizing a Participation Agreement in Tax Increment Reinvestment Zone Number 17 - Near West Side; and
2. Recommending a TRWD Board member to the City to serve on the TIF 17 – Near West Side Board of Directors.

DISCUSSION:

On June 10, 2025, the Fort Worth City Council established TIF 17 - Near West Side with boundaries depicted in the attached Exhibit A. The Fort Worth City Council adopted the final Project and Financing Plan on December 9, 2025.

The purpose of the TIF is to provide adequate infrastructure to sustain viable development, including but not limited to, water, sewer, drainage, roads and sidewalks.

Below is a summary of the intended participants and their anticipated contributions over the life of the TIF.

	FY2026	FY2027	FY2028	FY2029	Total Through Year 20
City of Fort Worth (50% participation rate)	$ 114,678	$ 357,980	$ 634,928	$ 871,674	**$151,085,831**
Tarrant County (35% participation rate)	29,086	166,919	365,431	458,090	**40,758,242**
TCCD (35% participation rate)	17,402	99,866	218,635	274,072	**24,385,385**
TRWD (35% participation rate)	4,142	23,769	52,037	65,232	**5,803,974**
FWISD (35% participation rate)	164,803	945,783	2,070,581	2,595,600	**38,754,844**
Total	**$ 330,110**	**$1,594,317**	**$3,341,612**	**$4,264,668**	**$260,788,276**

Under State statute, FWISD can only participate if they have a direct interest; to that end, they are pursuing a development partner for Farrington Field. However, if that does not materialize and their participation is not authorized by the Board of Managers, their projects would be removed from the Project and Financing Plan to offset the loss in revenue.

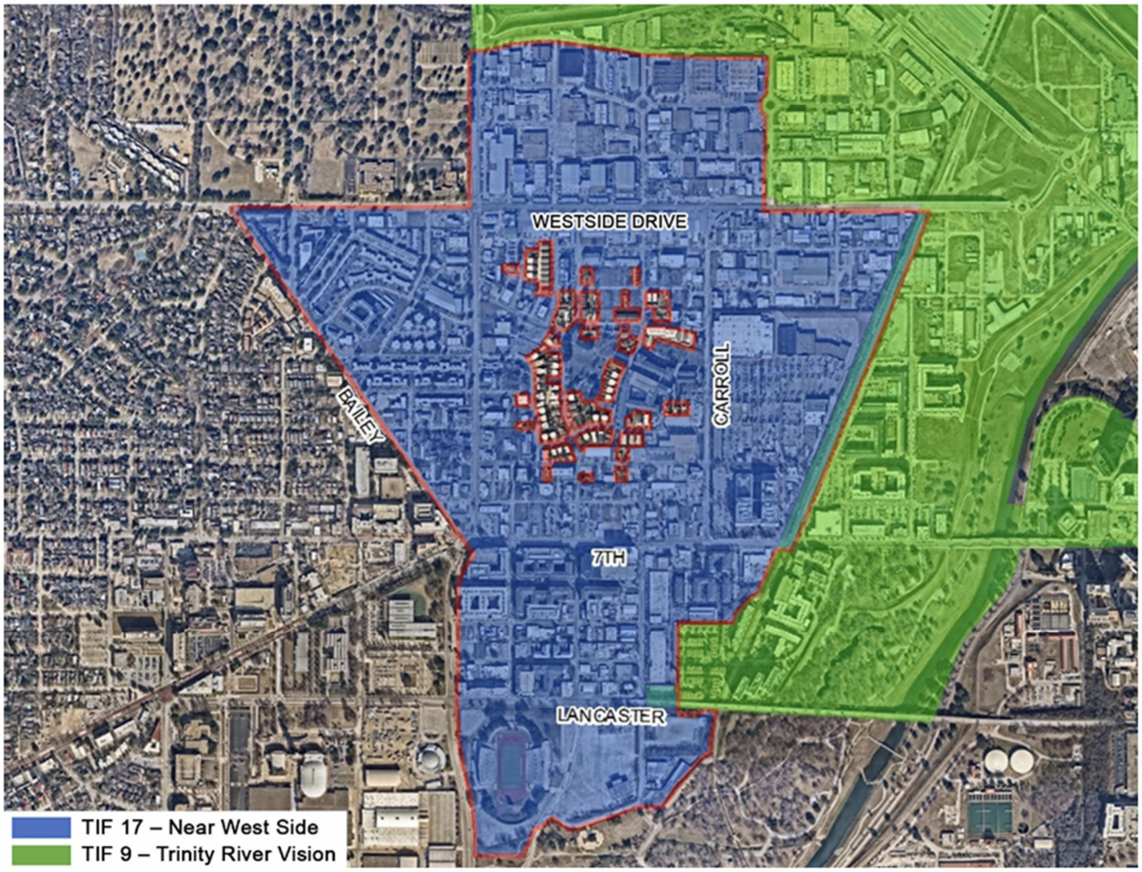
The Boundary Map is attached.

This item was reviewed by the Finance and Audit Committee on September 8, 2026.

Submitted By:

Sandy Newby
Chief Financial Officer

EXHIBIT A
MAP OF THE BOUNDARY



RESOLUTION OF THE BOARD OF DIRECTORS
OF
TARRANT REGIONAL WATER DISTRICT

WHEREAS, Tarrant Regional Water District desires to participate in the Tax Increment Reinvestment Zone Number Seventeen - Westside Village (TIF 17 – Westside Village) created by the City of Fort Worth to provide tax increment financing for infrastructure development to support economic development in Fort Worth; and

WHEREAS, the District desires to appoint ___________________________ as the District's representative to TIF 17 – Westside Village; and

WHEREAS, pursuant to Section 311.013(f) of the Texas Tax Code, the District is not required to pay any tax increment into the tax increment funds of TIF 17 – Westside Village unless it enters into a satisfactory participation agreement with the City of Fort Worth; and

WHEREAS, the District desires to enter into such participation agreement with the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TARRANT REGIONAL WATER DISTRICT

THAT the District shall participate in TIF 17 – Westside Village and that __________________________ shall serve as the board representative until such time as another representative is named by the District's Board of Directors.

THAT the General Manager is authorized to execute a participation agreement with the City of Fort Worth for TIF 17 – Westside Village.

PASSED, APPROVED AND ADOPTED this 15th day of September, 2026.

TARRANT REGIONAL WATER DISTRICT, a
Water Control and Improvement District

By: __________________________________
Leah King
President, Board of Directors

ATTEST:

____
C.B. Team
Secretary, Board of Directors

City Secretary Contract No: ____________

**AGREEMENT TO PARTICIPATE IN
TAX INCREMENT REINVESTMENT ZONE NUMBER SEVENTEEN
CITY OF FORT WORTH, TEXAS
(WESTSIDE VILLAGE TIF)**

This **AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF FORT WORTH, TEXAS** (**"Agreement"**) is entered into by and between the **CITY OF FORT WORTH, TEXAS** (the **"City"**) and **TARRANT REGIONAL WATER DISTRICT** (the **"Water District"**).

The City and the Water District hereby agree that the following statements are true and correct and constitute the basis upon which the City and the Water District have entered into this Agreement:

A. On June 10, 2025, the City Council of the City (**"City Council"**) adopted City Ordinance No. 27743-06-2025 designating certain real property located just west of downtown in an area generally bounded by the TIF 9 boundaries to the east (along the railroad tracks), Bailey Street to the west, Trail Drive to the south and the west fork of the Trinity River to the north as Tax Increment Reinvestment Zone Number Seventeen, City of Fort Worth, Texas (the **"TIF District"**). The TIF District is informally known as the "Near West Side TIF." Ordinance No. 27743-06-2025 is hereby incorporated by reference for all purposes and is attached hereto as **Exhibit "A."**

B. The TIF District lacks adequate infrastructure to sustain viable development, including but not limited to, water, sewer, drainage, roads and sidewalks. Much of the infrastructure and site improvements located within the TIF District are in a state of severe deterioration, impeding development that might otherwise occur in the TIF District. Public improvements to be supported by the TIF District will result in increased tax revenues and other public benefits for both the City and the Water District.

C. Pursuant to Section 311.013(f) of the Texas Tax Code, the Water District is not required to pay any tax increment into the tax increment fund of the TIF District unless it enters into an agreement to do so with the City. The Water District wishes to enter into such an agreement with the City.

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

1. <u>INCORPORATION OF RECITALS</u>.

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

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Act means the Tax Increment Financing Act, as amended and as codified as Chapter 311 of the Texas Tax Code.

Captured Appraised Value in a given year means the total appraised value of all real property taxable by the Water District and located in the TIF District for that year less the Tax Increment Base.

Project Plan means the project plan for the development and/or redevelopment of the TIF District, as adopted by the TIF Board and approved by the City Council of the City, attached hereto as **Exhibit "B."**

TIF Board means the governing board of directors of the TIF District appointed in accordance with Section 311.009 of the Act and Section 3 of City Ordinance No. 27734-06-2025.

TIF District means the certain real properties and boundaries as described in City Ordinance No. 27743-06-2025, attached hereto as **Exhibit "A."**

Tax Increment in a given year means the amount of property taxes levied and collected by the Water District for that year on the Captured Appraised Value of real property taxable by the Water District and located in the TIF District.

Tax Increment Base means the total appraised value as of January 1, 2025 of all real property taxable by the Water District and located in the TIF District.

Tax Increment Fund means that fund created by the City pursuant to Section 311.014 of the Act and Section 6 of City Ordinance No. 27743-06-2025, which will be maintained by the City, into which all revenues of the TIF District will be deposited, including deposits of Tax Increment by the City and by other taxing units with the jurisdiction over real property in the TIF District, including the Water District.

TIF Ordinance means City Ordinance No. 27743-06-2025, attached hereto as **Exhibit "A**."

3. DEPOSIT OF TAX INCREMENT.

Pursuant to a Resolution duly adopted by the governing body of the Water District, which Resolution is attached hereto as **Exhibit "C"** and is hereby made a part of this Agreement for all purposes, and specifically subject to Section 4 of this Agreement, the Water District hereby agrees to deposit each year during the term of the TIF District, beginning with the 2027 tax year, thirty-five percent (35%) of the Water District's Tax Increment into the Tax Increment Fund. Such deposits will be made in accordance with the City's standard administrative procedures relative to all tax increment reinvestment zones administered by the City, but only following receipt of a bill from the City that outlines the City's calculation of the amount of the deposit that is required for that year.

4. <u>LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS</u>.

This Agreement is based on the following conditions, and the City agrees and acknowledges the Water District's right to enforce the conditions contained herein by injunction or any other lawful means in the event one or more of such conditions are not satisfied.

4.1 <u>Certain TIF District Project Costs Excluded</u>.

All TIF Fund allocations, including but not limited to any management and administrative cost, must be approved by the TIF Board in accordance with the Project Plan.

4.2 <u>TIF District Expansion</u>.

As defined, the TIF District shall include real properties located within the boundaries as described in the TIF Ordinance. If the TIF District is expanded, the Tax Increment deposited into the Tax Increment Fund by the Water District may not be used for any permissible project costs in any portion of the expanded area of the TIF District unless approved by the governing body of the Water District as an amendment to this Agreement.

4.3 <u>Tax Exemptions</u>.

Both the City and the Water District shall retain the right to grant tax exemptions as permitted by applicable law to properties located in the TIF District for purposes including but not limited to 1) historic preservation and restoration and 2) homestead eligibility. This shall not include any form of tax abatement or grant of tax funds collected by either the City or the Water District without prior approval by the TIF Board pursuant to Section 311.013(f) of the Texas Tax Code.

5. <u>TERM</u>.

This Agreement shall take effect on the date as of which both parties have executed it and shall expire upon termination of the TIF District, which currently is the earlier of (i) December 31, 2045 or an earlier termination date designated by ordinance subsequently adopted by the City Council of the City or (ii) the date on which all project costs of the TIF District, including, but not limited to, tax increment bonds and interest on those bonds, have been paid or otherwise satisfied in full, including, but not limited to, tax increment bonds and interest on those bonds, have been paid or otherwise satisfied in full.

6. <u>TIF FUND ACCOUNTING</u>.

No later than July 1 of each year following execution of this Agreement, the City shall provide the Water District with an annual accounting of the funds deposited to and disbursed from the Tax Increment Fund, including accrued interest. After all project costs of the TIF District have been paid or at the time of the expiration of this Agreement, any funds remaining in the Tax Increment Fund following the final annual accounting by the City shall be paid to those taxing units participating in the TIF District in proportion to each taxing unit's share of the total amount of Tax Increment deposited into the Tax Increment Fund.

7. RESPONSIBILITY FOR ACTS.

The City and the Water District shall each be responsible for the sole negligent acts of their officers, agents, employees or separate contractors. In the event of joint and concurrent negligence of both the City and the Water District, responsibility, if any, shall be apportioned comparatively with the laws of the State of Texas, with the understanding that neither party waives any governmental powers or immunities or any other defenses available to each individually.

8. NOTICES.

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

City:	**Water District:**
City of Fort Worth Attn: City Manager 100 Fort Worth Trail Fort Worth, TX 76102	Tarrant Regional Water District Community & Government Relations Director P.O. Box 4508 Fort Worth, TX 76164

with copies to:

the City Attorney and
Economic Development
Director at the same address

9. NO WAIVER.

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

10. VENUE AND JURISDICTION.

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

11. NO THIRD PARTY RIGHTS.

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

12. FORCE MAJEURE.

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

13. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

14. CAPTIONS.

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

15. ENTIRETY OF AGREEMENT.

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

16. COUNTERPARTS.

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

City Secretary Contract No: ___________

EXECUTED as of the later date below:

CITY OF FORT WORTH, TEXAS:

By: ________________________
Dana Burghdoff
Assistant City Manager

Date: ______________________

ATTEST:

By: ________________________
Jeannette S. Goodall
City Secretary

APPROVED AS TO FORM/LEGALITY:

By: ________________________
Thomas R. Hansen
Senior Assistant City Attorney

Contract Authorization
M&C 25-0512, City Ordinance No.
27743-06-2025 (6/10/2025)

TARRANT REGIONAL WATER DISTRICT:

By: _______________________
Leah M. King
President, Board of Directors

Date: _____________________

ATTEST:

By: ______________________
Name:
Title:

EXHIBIT “A”
CITY ORDINANCE NO. 27743-06-2025

EXHIBIT "B"
PROJECT PLAN

EXHIBIT "C"
RESOLUTION NO. _________
TARRANT REGIONAL WATER DISTRICT

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: September 15, 2026

SUBJECT: **Consider Approval of Contract with Baker Tilly Advisory Group LP for Internal Audit Services**

FUNDING: Fiscal Year 2027 General/Revenue Budget - $160,000

RECOMMENDATION:

Management recommends approval of a one-year contract **in the amount of $80,000** with Baker Tilly Advisory Group LP for internal audit services, with authority for two (2) additional one-year renewal options, including an initial term, and a rate increase of between 3% and 4% annually based on labor rates, for a total potential cost not-to-exceed $250,000.

DISCUSSION:

With the District's established Internal Audit department, the need for outside audit support is expected to vary from year to year depending on the District's annual risk assessment, audit plan, and available internal staff resources. To provide flexibility and efficiency, staff recommends contracting with two qualified internal audit firms, one of which is the current recommendation, Baker Tilly Advisory Group LP.

Baker Tilly Advisory Group LP offers the resources of a larger national firm, including access to specialized internal audit expertise and additional staffing capacity. Contracting with both firms provides staff the ability to match each audit scope with the firm best suited to perform the work.

At least annually, the District will negotiate individual internal audit scopes with this firm based on the approved audit plan. Work will be authorized only to the extent that the combined cost of services remains within the approved budgeted amount.

This item was reviewed by the Finance and Audit Committee on September 8, 2026.

Submitted By:

Jennifer Mitchell
Director of Risk and Internal Audit

List of Submitting Firms

RFSOQ 26-126
INTERNAL AUDIT SERVICES

Due Date and Time:	July 16, 2026 at 2:00 PM

Name of Firm
Abacoll Solutions LLC
Baker Tilly Advisory Group
Cherry Bekaert Advisory LLC
CliftonLarsonAllen LLP
Crowe LLP
Frazier & Deeter
Grant Thornton
McConnell & Jones LLP
Plante & Moran PLLC
UHY Advisors Mid-Atlantic Inc
Weaver and Tidwell LLP
Whitley Penn

Baker Tilley Cost Analysis

APPENDIX A

Cost Analysis - Outsourced Audit/Consulting Projects

	Original 3 Year Contract Period			Optional 3 Year Contract Annual Extension		
	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	Hourly Billing Rate*	Hourly Billing Rate*	Hourly Billing Rate*	Hourly Billing Rate*	Hourly Billing Rate*	Hourly Billing Rate*
Engagement Principal	$400	$415	$425			
Director	$375	$385	$395			
Sr. Manager	$275	$285	$295			
Manager	$225	$230	$237			
Senior	$175	$180	$185			
Staff	$130	$135	$140			

*Please note that once the contract has been awarded, any changes to this fee schedule must be disclosed to the District 90 days prior to the renew date and must be mutually agreed upon.

**Add/edit staff levels, as needed

Note: Rates provided by Baker Tilly are based on co-sourced internal audit or consulting services routinely provided to similar organizations. Rates for specialized skills beyond these assumptions may require negotiation based on the scope of the assigned project.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 14

DATE: September 15, 2026

SUBJECT: **Consider Approval of Contract with Whitley Penn LLP for Internal Audit Services**

FUNDING: Fiscal Year 2027 General/Revenue Budget - $160,000

RECOMMENDATION:

Management recommends approval of a one-year contract **in the amount of $80,000** with Whitley Penn LLP for internal audit services, with authority for two (2) additional one-year renewal options for a total potential cost not-to-exceed $240,000.

DISCUSSION:

With the District's established Internal Audit department, the need for outside audit support is expected to vary from year to year depending on the District's annual risk assessment, audit plan, and available internal staff resources. To provide flexibility and efficiency, staff recommends contracting with two qualified internal audit firms, one of which is the current recommendation, Whitley Penn LLP.

Whitley Penn LLP is a well-established local firm with governmental experience and familiarity with the regional environment. Contracting with both firms provides staff the ability to match each audit scope with the firm best suited to perform the work.

At least annually, the District will negotiate individual internal audit scopes with this firm based on the approved audit plan. Work will be authorized only to the extent that the combined cost of services remains within the approved budgeted amount.

This item was reviewed by the Finance and Audit Committee on September 8, 2026.

Submitted By:

Jennifer Mitchell
Director of Risk and Internal Audit

List of Submitting Firms

RFSOQ 26-126
INTERNAL AUDIT SERVICES

Due Date and Time:	July 16, 2026 at 2:00 PM

Name of Firm
Abacoll Solutions LLC
Baker Tilly Advisory Group
Cherry Bekaert Advisory LLC
CliftonLarsonAllen LLP
Crowe LLP
Frazier & Deeter
Grant Thornton
McConnell & Jones LLP
Plante & Moran PLLC
UHY Advisors Mid-Atlantic Inc
Weaver and Tidwell LLP
Whitley Penn

Whitley Penn Cost Analysis

APPENDIX A

Cost Analysis - Outsourced Audit/Consulting Projects

	Original 3 Year Contract Period		
	FY 2027	FY 2028	FY 2029
	Year 1	Year 2	Year 3
	Hourly Billing Rate*	Hourly Billing Rate*	Hourly Billing Rate*
Engagement Partner **	$ 490	$ 490	$ 490
QC Partner**	$ 490	$ 490	$ 490
Sr. Manager	$ 320	$ 320	$ 320
Senior II	$ 230	$ 230	$ 230
Staff II	$ 180	$ 180	$ 180

*Please note that once the contract has been awarded, any changes to this fee schedule must be disclosed to the District 90

**Add/edit staff levels, as needed

Based on the size and complexity of each audit area, we expect total fees for each audit to range from $25,000 to $40,000

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: September 15, 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 Mary's Creek Indirect Water Reclamation Project, the Richland-Chambers Reservoir, the Cedar Creek Pipeline Rehab Project, and Panther Island

DISCUSSION:

- Pending litigation
- Real property issues

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 17

DATE: September 15, 2026

SUBJECT: **Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Mary's Creek Indirect Water Reclamation Project**

DISCUSSION:

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 18

DATE: September 15, 2026

SUBJECT: **Consider Approval of Partial Release of Easement at Richland-Chambers Reservoir, Affecting Approximately 29.65 Square Feet Located Within Lot 358R, The Shores on Richland-Chambers Lake, Phase 3, Navarro County, Texas**

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 19

DATE: September 15, 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 Meeting

October 20, 2026 at 9:00 AM