

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 20th Day of October 2026 at 9:00 a.m.
Front Doors to the Main Admin Building at 800 East Northside Drive Will Open to
the Public at 8:30 a.m. and Close Fifteen (15) Minutes After the Meeting Adjourns**

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

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

1. Pledges of Allegiance

2. Public Comment

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

3. Consider Approval of the Minutes from the Meetings Held on September 10, 2026, and September 15, 2026

4. Consider Approval of Consent Agenda

All items listed on the consent agenda are considered to be regular, routine, and ministerial items that require little or no discussion. Therefore, in the interest of efficiency there will be no separate discussion of these items and the board will act on them through one motion and vote. If a board member wishes for an item to be discussed and considered individually, upon the board member's request the item will be removed from the consent agenda and considered separately.

- Consider Approval of Purchase from Municipal Valve for Discharge Butterfly Valves for the Richland-Chambers Booster Pump Station**

- **Consider Approval of Contract with H&H Services for Eastern Facilities Lawn Maintenance**
 - **Consider Approval of Capital Expenditure Purchase from Watson Drill Rigs for a Mounted Drill Unit**
 - **Consider Approval of Two Separate Contracts with Whearley Enterprises Inc. dba Fireman's Pest Control and Termite of Texas and Cantu Enterprises (Dallas), LLC dba Cantu Pest Control for Pest Control Services**
 - **Consider Approval of 36-Month Contract with Windstream Services, LLC for Multi-Site Dedicated Internet Access**
 - **Consider Approval of 48-Month Equipment Lease with Dell Financial Services L.L.C. for District Laptop Computers**
 - **Consider Approval of Contract with Lone Star Trucking and Excavation for Hauling Services**
5. **Consider Approval of Contract Amendment with Kleinfelder, Inc. to Provide Additional Construction Materials Inspection and Testing Services for Section 19-2 Part A of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
 6. **Consider Approval of Contract with BAR Constructors, Inc. for Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Construction - Jason Gehrig, Infrastructure Engineering Director**
 7. **Consider Approval of Contract Amendment with STV Group, Inc. for Engineering Services Related to Construction Phases for the Cedar Creek Section 4 Phase 1 Pipeline Replacement from the Trinity River to the Cedar Creek Lake Pump Station - Jason Gehrig, Infrastructure Engineering Director**
 8. **Consider Approval of Contract with STV Group, Inc. for Construction Management Services for the Cedar Creek Section 4 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Project - Jason Gehrig, Infrastructure Engineering Director**
 9. **Consider Approval of Contract with Accurate Inspections, LLC for Manufacturing Inspection and Testing Services for the Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Project - Jason Gehrig, Infrastructure Engineering Director**
 10. **Consider Approval of Contract Amendment with HDR Engineering, Inc. for Corrosion Control Construction Phase Engineering Services for the Cedar Creek Section 2 Phase 2 Pipeline Replacement Project in the Kennedale to Mansfield Area and the Section 4 Pipeline Replacement Project from the Trinity River to Cedar Creek Lake - Jason Gehrig, Infrastructure Engineering Director**

11. **Consider Approval of Contract with Freese and Nichols, Inc. for Richland-Chambers Dam Seepage Remediation Design - Jason Gehrig, Infrastructure Engineering Director**
12. **Consider Approval of Interlocal Agreement with the City of Fort Worth for Stormwater, Street, Bridge, and Open Space Infrastructure Improvements for the Panther Island Project - Susan Alanis, Panther Island Program Director**
13. **Consider Approval of Resolution Authorizing the Issuance, Sale, and Delivery of Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue Bonds, Series 2026A, Pledging Revenues for the Payment of the Bonds, and Authorizing Other Instruments and Procedures Relating Thereto - Kathleen Ray, Finance Director**
14. **Consider Approval of Amendment to the Enterprise Fund (Water Supply) Master Resolution to Authorize the Issuance and Payment of up to \$800,000,000 Aggregate Principal Amount of the Water Revenue Bonds - Extendable Commercial Paper Mode - Kathleen Ray, Finance Director**
15. **Consider Approval of Order Authoring the Issuance of Tarrant Regional Water District, a Water Control and Improvement District, Unlimited Tax Refunding Bonds; Levying an Ad Valorem Tax in Support of the Bonds; Establishing the Procedures of Selling and Delivering the Bonds; and Authorizing Other Matters Related to the Issuance of the Bonds - Kathleen Ray, Finance Director**
16. **Consider Approval of Resolution Authorizing the Issuance, Sale, and Delivery of Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue ECP Series A (Water Supply) Refunding Bonds, Pledging Revenues for the Payment of the Bonds, Approving an Official Statement, and Authorizing Other Instruments and Procedures Relating Thereto - Kathleen Ray, Finance Director**
17. **Presentations**
 - **Water Resources - Zachary Huff, Water Resources Engineering Director**
 - **Bypass Channel Contract Award - Kate Beck, Central City Flood Control Program Director**
18. **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, Including Real Property Related to Panther Island and the Cedar Creek Pipeline Rehab Project; and

Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the Annual General Manager Performance Review

- 19. Consider Approval of Resolution Amending Panther Island Developer Regulations for Community Facilities Agreements and Future Improvement Agreements to Govern Developer Construction of Public Infrastructure - Susan Alanis, Panther Island Program Director**
- 20. Consider Approval of Authorization to Accept Conveyance of Lots 77 & 78, of Emerald Bay, According to the Plat Recorded in Cabinet H, Slide 379, Plat Records, Henderson County, Texas - Steve Christian, Real Property Director**
- 21. Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Cedar Creek Pipeline Rehab Project - Steve Christian, Real Property Director**
 - Parcel 5
(Litchfield)**

Temporary easement interests across an approximately 0.0660-acre tract of land, an approximately 0.4591-acre tract of land, and an approximately 0.2296-acre tract of land, each located in the W. Newell Survey, Abstract No. 593, Henderson County, Texas
 - Parcel 64
(Balloun)**

Temporary easement interests across an approximately 0.0198-acre tract of land located in the S.S. Callender Survey, Abstract No. 359, City of Mansfield, Tarrant County, Texas
- 22. Consider Approval of Authorization to Convey a Permanent Easement Over and Across a .060-acre Tract of Land Located in the R. Ybarbo Survey, Abstract No. 606, Kaufman Couty, Texas - Steve Christian, Real Property Director**
- 23. Future Agenda Items**
- 24. Schedule Next Board Meeting**
- 25. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 10th DAY OF SEPTEMBER 2026 AT 9:30 A.M.

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

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

Also present were Dan Buhman, Lisa Cabrera, John Farris, Ellie Garcia, Royce Hansen, Zach Hatton, Rachel Ickert, Mick Maguire, Jennifer Mitchell, Sandy Newby, Kathleen Ray, and Stephen Tatum of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

Sandy Newby, Chief Financial Officer, discussed the proposed Tax Year 2026 Tax Rate of .0273/\$100 Valuation.

3.

No members of the general public requested to address the Board of Directors in advance of the meeting. President King kept the public comment item open from 9:33 a.m. to 9:45 a.m. to allow for any persons from the general public to request to speak. No requests were received.

4.

The Board of Directors did not meet in executive session.

5.

There were no future agenda items approved.

6.

The next board meeting was scheduled for September 15, 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 15th DAY OF SEPTEMBER 2026 AT 9:00 A.M.

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

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

Also present were Dan Buhman, Chris Akers, Airin Barnett, Darrell Beason, Rick Carroll, Steve Christian, Dustan Compton, John Farris, Ellie Garcia, Jason Gehrig, Royce Hansen, Zachary Huff, Rachel Ickert, Jennifer Mitchell, Sandy Newby, Jennifer Owens, Kathleen Ray, Nicole Rutigliano, Stephen Tatum, Kirk Thomas and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

Public Comment was received from Keith Matthews who spoke regarding Benbrook Lake water supply pumping operations and lake levels. Public Comment was received from Ambika Sharma who spoke regarding "general around tax rate."

3.

Director Team moved to approve the minutes from the meetings held on August 4, 2026, and August 18, 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.

4.

With the recommendation of management, Director Motheral moved to approve the Fiscal Year 2027 General Fund Budget of \$33,570,000. The General Fund Budget consists of expenditures of \$32,997,224 and capital reserves of \$572,776. Funding for this item is included in the Fiscal Year 2027 General Fund Budget. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of management, President King moved to adopt the ad valorem tax rate of \$.0273/\$100 valuation, for tax year 2026. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

6.

With the recommendation of management, Director Motheral moved to approve the Fiscal Year 2027 Governmental Contingency Fund Budget of \$51,041,000. This 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. Funding for this item is included in the Fiscal Year 2027 Governmental Contingency Fund Budget. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

7.

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

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. Funding for this item is included in the Fiscal Year 2027 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

8.

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

- 1) Change in the calculation of the retainage being held for Traylor-Sundt Joint Venture to the amount of \$750,000 for Section 19 Long Tunnel Project of the Integrated Pipeline Project. 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. Funding for this item is included in the Bond Fund.
- 2) Change in the calculation of the retainage being held for C1S Group, Inc. to the amount of \$334,045, for the Dechlorination Improvements at Arlington and Benbrook Outlets Construction Project. The total current contract price is \$6,680,900. With approval, all remaining contract payments are to be made in full. 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. Funding for this item is included in the Bond Fund.

- 3) Joint-funding agreement in an amount not-to-exceed \$445,390 with the U.S. Geological Survey (USGS) for gage network support services. The agreement has a total cost of \$479,140. The USGS contribution is \$33,750 (7%) and the District's contribution is \$445,390 for services provided from October 1, 2026, to September 30, 2027. Funding for this item is included in the Fiscal Year 2027 General Fund and Fiscal Year 2027 Revenue Fund Budgets.
- 4) Contract in the amount of \$57,760.02 with Robinson Taylor Industries LLC for a comprehensive preventive maintenance program for heating, ventilation, and air conditioning 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. Funding for this item is included in the Fiscal Year 2027 Revenue Fund Budget.
- 5) 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. Funding for this item is included in the Fiscal Year 2027 Revenue Fund Budget.

6) Capital Fleet expenditures in the amount of \$4,035,401.65:

- Fifty-one (51) New Fleet Vehicles from Caldwell Country Chevrolet (\$3,146,921.65)
- One (1) Wheeled Hydraulic Excavator from Kirby Smith Machinery, Inc. (\$689,880)
- One (1) Heavy-Duty Tandem Axle Dump Truck from Rush Truck Center (\$198,600)

Funding for this item is included in the Fiscal Year 2027 General Fund and Fiscal Year 2027 Revenue Fund Budgets.

7) 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. Funding for this item is included in the Fiscal Year 2027 General Fund and Fiscal Year 2027 Revenue Fund Budgets.

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 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 as long as budgeted funds are available. Funding for this item is included in the Fiscal Year 2027 Revenue Fund Budget. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Killebrew moved to approve 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. Funding for this item is included in the Fiscal Year 2026 General Fund Budget and the Fiscal Year 2027 General Fund Budget. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

11.

With the recommendation of management, President King moved to approve an Interlocal Agreement between City of Dallas, North Texas Municipal Water District 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. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, President King moved to approve a resolution authorizing a participation agreement in Tax Increment Reinvestment Zone Number 17 - Near West Side, and recommending Director Skylar O'Neal to the City of Fort Worth to serve on the Tax Increment Reinvestment Zone 17 - Near West Side Board of Directors. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Team moved to approve 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. Funding for this item is included in the Fiscal Year 2027 General Fund and Fiscal Year 2027 Revenue Fund Budgets. Director Killebrew

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

14.

With the recommendation of management, Director O'Neal moved to approve 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. Funding for this item is included in the Fiscal Year 2027 General Fund and Fiscal Year 2027 Revenue Fund Budgets. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

15.

Presentations

- Water Resources presented by Zachary Huff, Water Resources Engineering Director

The Board of Directors recessed for a break from 9:41 a.m. to 9:47 a.m.

16.

The Board next held an Executive Session commencing at 9:47 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 Mary's Creek Indirect Water Reclamation Project, the Richland-Chambers Reservoir, the Cedar Creek Pipeline Rehab Project, and Panther Island.

Upon completion of the executive session at 10:14 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 tract(s), which are necessary for the public use and purpose of construction and operation of the Mary's Creek Indirect Water Reclamation Project.

Fee simple title to the surface estate only of an approximately 9.960-acre tract of land situated in the Nathaniel Holbrook Survey, Abstract No. 647 and the Cyrus Gleasons Survey, Abstract No. 559, City of Fort Worth, Tarrant County, Texas, and being a portion of a called 242-556/1000 acre tract of land described as Parcel No. 2 conveyed to Mary's Creek, LLC as recorded in Instrument No. D225138783 of the Official Public Records of Tarrant County, Texas, and being further described in the accompanying resolution and in the survey plat(s) attached thereto for the negotiated purchase price of \$925,000, plus the conveyance to Mary's Creek, LLC of up to three access easements across the subject Parcel 3A tract being acquired by TRWD.

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, and being a portion of a called 378.85 acre tract of land described as Tract IIA being conveyed to Chapel Creek Limited Partnership as recorded in Volume 11029, Page 1159 of the Deed Records of Tarrant County, Texas, and being further described in the accompanying resolution and in the survey plat(s) attached hereto for the appraised purchase price of \$9,080.

EXHIBIT "A"
TARRANT REGIONAL WATER DISTRICT
MARY'S CREEK INDIRECT WATER RE-USE PIPELINE
PARCEL NO. 3A

CYRUS GLEASONS SURVEY, ABSTRACT NO. 559
NATHANIAL HOLBROOK SURVEY, ABSTRACT NO. 647
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS

Being a 9.960 acre (433,863 square feet) situated in the Nathaniel Holbrook Survey, Abstract No. 647 and the Cyrus Gleasons Survey, Abstract No. 559, City of Fort Worth, Tarrant County, Texas, and being a portion of a called 242-556/1000 acre tract of land described as Parcel No. 2 conveyed to Mary's Creek, LLC as recorded in Instrument No. D225138783 of the Official Public Records of Tarrant County, Texas, said 9.960 acre (433,863 square feet) being more particularly described by metes and bounds as follows:

COMMENCING at a Mag Nail found for the northwest corner of said called 242-556/1000 acre tract of land and the northeast corner of a tract of land conveyed to Casey Donahew and Melinda Donahew as recorded in Instrument No. D215224465 of said Official Public Records, said Mag Nail being in Old Weatherford Road (County Road 1022), an undedicated variable width right-of-way; THENCE North 89 degrees 47 minutes 00 seconds East, with the north line of said called 242-556/1000 acre tract of land and with said Old Weatherford Road, a distance of 1,090.61 feet to a Mag Nail found for an interior ell corner in the north line of said called 242-556/1000 acre tract of land; THENCE North 00 degrees 16 minutes 27 seconds East, with a west line of said called 242-556/1000 acre tract of land, a distance of 24.29 feet to a calculated point for an exterior ell corner in the north line of said called 242-556/1000 acre tract of land and in said Old Weatherford Road; THENCE North 89 degrees 52 minutes 23 seconds East, with the north line of said called 242-556/1000 acre tract of land and with said Old Weatherford Road, a distance of 800.27 feet to a calculated point for an exterior ell corner in the north line of said called 242-556/1000 acre tract of land; THENCE South 00 degrees 16 minutes 52 seconds West, with an east line of said called 242-556/1000 acre tract of land, a distance of 21.51 feet to a Mag Nail found for an interior ell corner in the north line of said called 242-556/1000 acre tract of land; THENCE North 89 degrees 43 minutes 17 seconds East, with the north line of said called 242-556/1000 acre tract of land and with said Old Weatherford Road, a distance of 2,745.43 feet to a calculated point for the **POINT OF BEGINNING** said calculated point having grid coordinates of N=6,954,063.543 and E=2,267,471.723;

THENCE North 89 degrees 43 minutes 17 seconds East, with the north line of said called 242-556/1000 acre tract of land and with said Old Weatherford Road, a distance of 548.91 feet to a calculated point for the northeast corner of said called 242-556/1000 acre tract of land, said calculated point being the

(Exhibit "A")

intersection of Old Weatherford Chapin Road (undedicated variable width right-of-way) with said Old Weatherford Road;

THENCE South 00 degrees 00 minutes 23 seconds East, with the east line of said called 242-556/1000 acre tract of land and with said Old Weatherford Chapin Road, a distance of 2,584.55 feet to a calculated point for the southeast corner of said called 242-556/1000 acre tract of land and the northeast corner of a called 100.167 acre tract of land conveyed to the City of Fort Worth, Texas as recorded in Instrument No. D211267292 of said Official Public Records;

THENCE North 89 degrees 24 minutes 57 seconds West, with the south line of said called 242-556/1000 acre tract of land and the north line of said called 100.167 acre tract of land a distance of 151.99 feet to a calculated point for corner;

THENCE North 00 degrees 06 minutes 54 seconds East, a distance of 2,462.05 feet to a calculated point for corner;

THENCE South 89 degrees 42 minutes 45 seconds West, a distance of 400.64 feet to a calculated point for corner;

THENCE North 00 degrees 43 minutes 26 seconds West, a distance of 120.30 feet to the **POINT OF BEGINNING**, and containing 433,863 square feet or 9.960 acres of land, more or less.

(Exhibit "A")

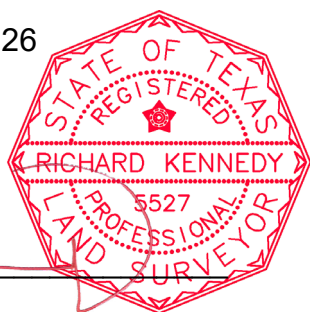
Notes:

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

*** SURVEYOR'S CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

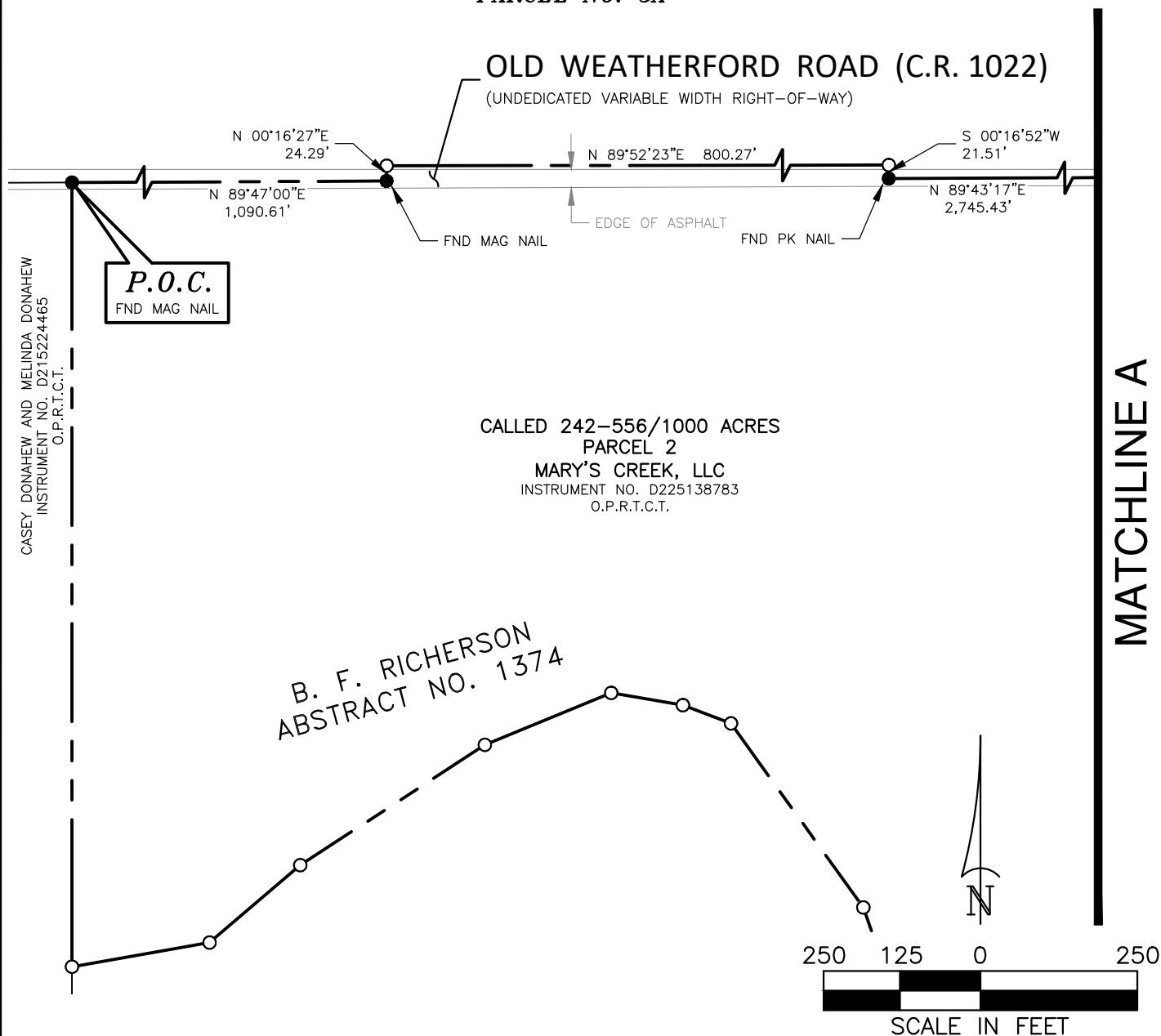
Revision 1 June 30, 2026




Richard Kennedy
Registered Professional Land Surveyor
Texas No. 5527
Gorrondona & Associates, Inc.
Texas Firm No. 10106903

(Exhibit "A")

EXHIBIT "A"
PARCEL NO. 3A



Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

**MARY'S CREEK INDIRECT
WATER RE-USE PIPELINE**

PARCEL NO. 3A

OWNER: MARY'S CREEK LLC

SURVEY: NATHANIEL HOLBROOK ABST. NO. 647 & CYRUS GLEASONS ABST. NO. 559

LOCATION: CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

ACQUISITION AREA: 433,863 SQUARE FEET OR 9.960 ACRES

WHOLE PROPERTY ACREAGE: 242-556/1000 ACRES (BY DEED)

G&AI JOB NO. FNI_2403.00

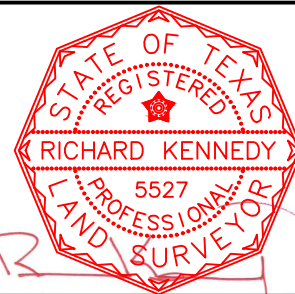
DRAWN BY: NTK

CAD FILE: 3A PE_R01.DWG

REVISION 1 JUNE 30, 2026

EXHIBIT A

SCALE: 1" = 250'



RICHARD KENNEDY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5527 TEXAS FIRM No. 10106903

GORRONDONA & ASSOCIATES, INC. 1341 W. MOCKINGBIRD LANE, SUITE 620W, DALLAS, TX. 75247

214-712-0600 FAX 214-712-0604

EXHIBIT "A"

PARCEL NO. 3A

NATHANIAL HOLBROOK SURVEY
ABSTRACT NO. 647

REMAINDER OF A
598.460 ACRE TRACT OF
LAND
VERNON INVESTMENT
CORPORATION
VOLUME 6342, PAGE 749
D.R.T.C.T.

TRACT A
LGI HOMES-TEXAS, LLC
INSTRUMENT NO. D220278250
O.P.R.T.C.T.

REMAINDER OF
CALLED 115.1 ACRES
TRACT C
LGI HOMES-TEXAS, LLC
INSTRUMENT NO. D220278250
O.P.R.T.C.T.

1/2" IRON
ROD FOUND

P.O.B.

GRID COORDINATE
N=6,954,063.543
E=2,267,471.723

OLD WEATHERFORD ROAD (C.R. 1022)

(UNDEDICATED VARIABLE WIDTH RIGHT-OF-WAY)

EDGE OF ASPHALT

CALLLED 242-556/1000 ACRES
PARCEL 2

MARY'S CREEK, LLC
INSTRUMENT NO. D225138783
O.P.R.T.C.T.

CYRUS GLEASONS SURVEY
ABSTRACT NO. 559

PIPELINE EASEMENT
ATMOS ENERGY CORPORATION
INSTRUMENT NO. D213097137
O.P.R.T.C.T.

PIPELINE EASEMENT
CROSSTEX NORTH TEXAS GATHERING, L.P.
INSTRUMENT NO. D211160081
O.P.R.T.C.T.

N 00°06'54"E 2,462.05'

S 00°00'23"E 2,584.55'

OLD WEATHERFORD CHAPIN ROAD
(UNDEDICATED VARIABLE WIDTH RIGHT-OF-WAY)

EDGE OF ASPHALT

MATCHLINE A

MATCHLINE B



Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

MARY'S CREEK INDIRECT WATER RE-USE PIPELINE

PARCEL NO. 3A

OWNER: MARY'S CREEK LLC

SURVEY: NATHANIEL HOLBROOK ABST. NO. 647 & CYRUS GLEASONS ABST. NO. 559

LOCATION: CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

ACQUISITION AREA: 433,863 SQUARE FEET OR 9.960 ACRES

WHOLE PROPERTY ACREAGE: 242-556/1000 ACRES (BY DEED)

G&AI JOB NO. FNI_2403.00

DRAWN BY: NTK

CAD FILE: 3A PE_R01.DWG

REVISION 1 JUNE 30, 2026

EXHIBIT A

SCALE: 1" = 250'

RICHARD KENNEDY

REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5527 TEXAS FIRM No. 10106903

GORRONDONA & ASSOCIATES, INC. 1341 W. MOCKINGBIRD LANE, SUITE 620W, DALLAS, TX. 75247

214-712-0600 FAX 214-712-0604

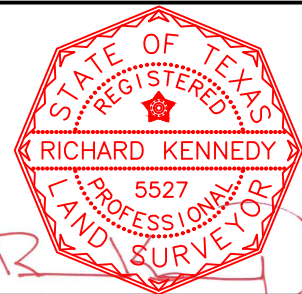


EXHIBIT "A"
PARCEL NO. 3A
MATCHLINE B

PIPELINE EASEMENT
CROSSTEX NORTH TEXAS GATHERING, L.P.
INSTRUMENT NO. D211160081
O.P.R.T.C.T.

CYRUS GLEASONS SURVEY
ABSTRACT NO. 559

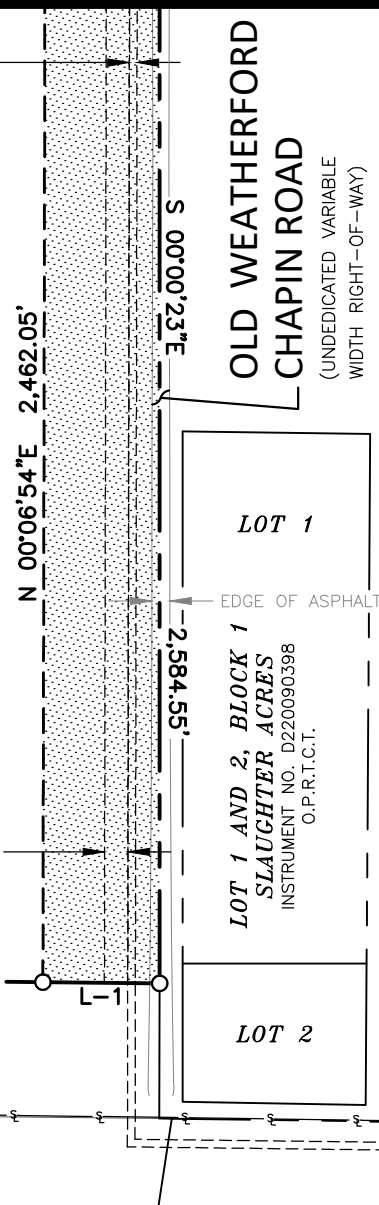
CALLED 242-556/1000 ACRES
PARCEL 2
MARY'S CREEK, LLC
INSTRUMENT NO. D225138783
O.P.R.T.C.T.



PIPELINE EASEMENT
ATMOS ENERGY CORPORATION
INSTRUMENT NO. D213097137
O.P.R.T.C.T.

CALLLED 100.167 ACRES
CITY OF FORT WORTH, TEXAS
INSTRUMENT NO. D211267292
O.P.R.T.C.T.

JAMES C. JOHNSON SURVEY
ABSTRACT NO. 871



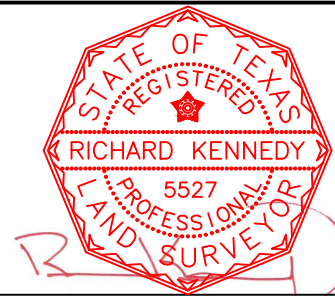
Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

**MARY'S CREEK INDIRECT
WATER RE-USE PIPELINE**

PARCEL NO. 3A
OWNER: MARY'S CREEK LLC
SURVEY: NATHANIEL HOLBROOK ABST. NO. 647 & CYRUS GLEASONS ABST. NO. 559
LOCATION: CITY OF FORT WORTH, TARRANT COUNTY, TEXAS
ACQUISITION AREA: 433,863 SQUARE FEET OR 9.960 ACRES
WHOLE PROPERTY ACREAGE: 242-556/1000 ACRES (BY DEED)

G&AI JOB NO. FNI_2403.00
DRAWN BY: NTK
CAD FILE: 3A PE_R01.DWG
REVISION 1 JUNE 30, 2026
EXHIBIT A
SCALE: 1" = 250'



RICHARD KENNEDY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5527 TEXAS FIRM No. 10106903

GORRONDONA & ASSOCIATES, INC. 1341 W. MOCKINGBIRD LANE, SUITE 620W, DALLAS, TX. 75247

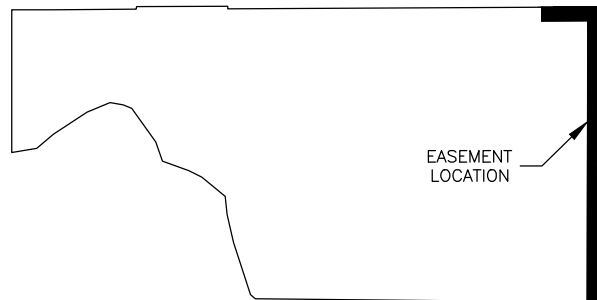
214-712-0600 FAX 214-712-0604

EXHIBIT "A"
PARCEL NO. 3A

LEGEND

- — — — — PROPERTY LINE
- — — — — PROPOSED EASEMENT LINE
- & — & — SURVEY LINE
- FOUND CORNER (SIZE AND TYPE NOTED)
- CALCULATED POINT
- (C.M.) CONTROLLING MONUMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 89°24'57"W	151.99'
L-2	N 00°43'26"W	120.30'



SUBJECT TRACT &
LOCATION OF EASEMENT

NOTES:

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.



Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

MARY'S CREEK INDIRECT WATER RE-USE PIPELINE

PARCEL NO. 3A

OWNER: MARY'S CREEK LLC

SURVEY: NATHANIEL HOLBROOK ABST. NO. 647 & CYRUS GLEASONS ABST. NO. 559

LOCATION: CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

ACQUISITION AREA: 433,863 SQUARE FEET OR 9.960 ACRES

WHOLE PROPERTY ACREAGE: 242-556/1000 ACRES (BY DEED)

G&AI JOB NO. FNI_2403.00	DRAWN BY: NTK	CAD FILE: 3A PE_R01.DWG
REVISION 1 JUNE 30, 2026	EXHIBIT A	SCALE: 1" = N/A'



RICHARD KENNEDY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5527 TEXAS FIRM No. 10106903

GORRONDONA & ASSOCIATES, INC. 1341 W. MOCKINGBIRD LANE, SUITE 620W, DALLAS, TX. 75247

214-712-0600 FAX 214-712-0604

Lot Report

Wed Jun 24 11:19:25 2026

Lot File: \\gainas04\Active\Production04\FNI_2403.00 - TRWD Mary's Creek Wtr
Reclamation\SURVEY\CAD\LOT\PARCELS.lot

Lot: 3A R01

Bearing	Distance
---------	----------

N 89°43'17" E	548.91
---------------	--------

S 00°00'23" E	2584.55
---------------	---------

N 89°24'57" W	151.99
---------------	--------

N 00°06'54" E	2462.05
---------------	---------

S 89°42'45" W	400.64
---------------	--------

N 00°43'26" W	120.30
---------------	--------

Closure Error Distance> 0.0071 Error Bearing> N 30°15'38" E

Closure Precision> 1 in 886864.9 Total Distance> 6268.46

433863 SQ. FT.

9.960 ACRES

Bearing Distance

EXHIBIT "A"
TARRANT REGIONAL WATER DISTRICT
MARY'S CREEK INDIRECT WATER RE-USE PIPELINE
PARCEL NO. 9A

NATHANIEL HOLBROOK SURVEY, ABSTRACT NO. 647
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS

PART ONE

Being a 0.717 acre (31,229 square feet) tract of land situated in the Nathaniel Holbrook Survey, Abstract No. 647, City of Fort Worth, Tarrant County, Texas, and being a portion of a called 378.85 acre tract of land described as Tract IIA being conveyed to Chapel Creek Limited Partnership as recorded in Volume 11029, Page 1159 of the Deed Records of Tarrant County, Texas, said 0.717 acre (31,229 square feet) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most southerly southwest corner of said tract of land described as Tract IIA and the southeast corner of a tract of land described as Tract A conveyed to LGI Homes Texas, LLC as recorded in Instrument No. D220278250 of the Official Public Records of Tarrant County, Texas, said 1/2 inch iron rod found being in the north line of Old Weatherford Road (County Road 1022) (variable width right-of-way), from which a 1/2 inch iron rod found for the southwest corner of said tract of land described as Tract A and the southeast corner of a called 598.460 acre tract of land conveyed to Vernon Investment Corporation as recorded in Volume 6342, Page 749 of said Deed Records; **THENCE** North 00 degrees 43 minutes 25 seconds West, with an east line of said tract of land described as Tract A and a west line of said tract of land described as Tract IIA, a distance of 50.15 feet to a calculated point for an interior corner of said tract of land described as Tract IIA and the most southerly northeast corner of said tract of land described as Tract A; **THENCE** South 89 degrees 44 minutes 37 seconds West, with a south line of said tract of land described as Tract IIA and a north line of said tract of land described as Tract A, a distance of 530.29 feet to a calculated point for the most southerly southwest corner of said tract of land described as Tract IIA and an interior corner of said tract of land described as Tract A; **THENCE** North 00 degrees 43 minutes 26 seconds West, with the west line of said tract of land described as Tract IIA and the east line of said tract of land described as Tract A, a distance of 1,514.85 feet to a calculated point for the **POINT OF BEGINNING**, said calculated point having grid coordinates of N=6,955,657.316 and E=2,267,554.849, said calculated point being an interior corner of said tract of land described as Tract IIA and the northeast corner of said tract of land described as Tract A;

THENCE South 89 degrees 44 minutes 26 seconds West, with a south line of said tract of land described as Tract IIA and the north line of said tract of land described as Tract A, a distance of 80.00 feet to a calculated point for corner;

(Exhibit "A")

THENCE North 00 degrees 46 minutes 24 seconds West, a distance of 390.37 feet to a calculated point for corner in a north line of said tract of land described as Tract IIA and the south line of a tract of land described as Tract B conveyed to LGI Homes-Texas, LLC as recorded in Instrument No. D220278250 of said Official Public Records;

THENCE North 89 degrees 44 minutes 51 seconds East, with a north line of said tract of land described as Tract IIA and the south line of said tract of land described as Tract B, a distance of 80.00 feet to a calculated point for an interior corner of said tract of land described as Tract IIA and the southeast corner of said tract of land described as Tract B;

THENCE South 00 degrees 46 minutes 24 seconds East, a distance of 390.36 feet to the **POINT OF BEGINNING**, and containing 31,229 square feet or 0.717 acres of land, more or less.

PART TWO

Being a 0.055 acre (2,400 square feet) tract of land situated in the N. Holbrook Survey, Abstract No. 647, City of Fort Worth, Tarrant County, Texas, and being a portion of tract of land described as Tract IIA being conveyed to Chapel Creek Limited Partnership as recorded in Volume 11029, Page 1159 of the Deed Records of Tarrant County, Texas, said 0.715 acre (2,400 square feet) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most southerly southwest corner of said tract of land described as Tract IIA and the southeast corner of a tract of land described as Tract A conveyed to LGI Homes Texas, LLC as recorded in Instrument No. D220278250 of the Official Public Records of Tarrant County, Texas, said 1/2 inch iron rod found being in the north line of Old Weatherford Road (County Road 1022) (variable width right-of-way), from which a 1/2 inch iron rod found for the southwest corner of said tract of land described as Tract A and the southeast corner of a called 598.460 acre tract of land conveyed to Vernon Investment Corporation as recorded in Volume 6342, Page 749 of said Deed Records; **THENCE** North 00 degrees 43 minutes 25 seconds West, with an east line of said tract of land described as Tract A and a west line of said tract of land described as Tract IIA, a distance of 50.15 feet to a calculated point for an interior corner of said tract of land described as Tract IIA and the most southerly northeast corner of said tract of land described as Tract A; **THENCE** South 89 degrees 44 minutes 37 seconds West, with a south line of said tract of land described as Tract IIA and a north line of said tract of land described as Tract A, a distance of 530.29 feet to a calculated point for the most southerly southwest corner of said tract of land described as Tract IIA and an interior corner of said tract of land described as Tract A; **THENCE** North 44 degrees 03 minutes 09 seconds East, a distance of 41.76 feet to a calculated point for an interior corner of said tract of land described as Tract IIA and the southwest corner of a tract of land described as Tract C conveyed to LGI Homes-Texas, LLC as recorded in Instrument No. D220278250 of said Official Public; **THENCE**

(Exhibit "A")

North 00 degrees 43 minutes 00 seconds West, with an east line of said tract of land described as Tract IIA and the west line of said tract of land described as Tract C, a distance of 3,451.31 feet to a calculated point for the **POINT OF BEGINNING**, said calculated point having grid coordinates of N=6,957,613.760 and E=2,267,556.716;

THENCE South 89 degrees 18 minutes 14 seconds West, a distance of 30.00 feet to a calculated point for corner in a west line of said tract of land described as Tract IIA and the east line of a tract of land described as Tract B conveyed to LGI Homes-Texas, LLC as recorded in Instrument No. D220278250 of said Official Public Records;

THENCE North 00 degrees 43 minutes 00 seconds West, with a west line of said tract of land described as Tract IIA and the east line of said tract of land described as Tract B, a distance of 80.00 feet to a calculated point for corner;

THENCE North 89 degrees 18 minutes 14 seconds East, a distance of 30.00 feet to a calculated point for corner in an east line of said tract of land described as Tract IIA and the west line of said tract of land described as Tract C;

THENCE South 00 degrees 43 minutes 00 seconds East, with an east line of said tract of land described as Tract IIA and the west line of said tract of land described as Tract C, a distance of 80.00 feet to the **POINT OF BEGINNING**, and containing 2,400 square feet or 0.055 acres of land, more or less.

(Exhibit "A")

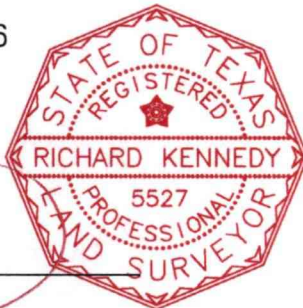
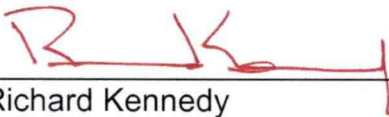
Notes:

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

*** SURVEYOR'S CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

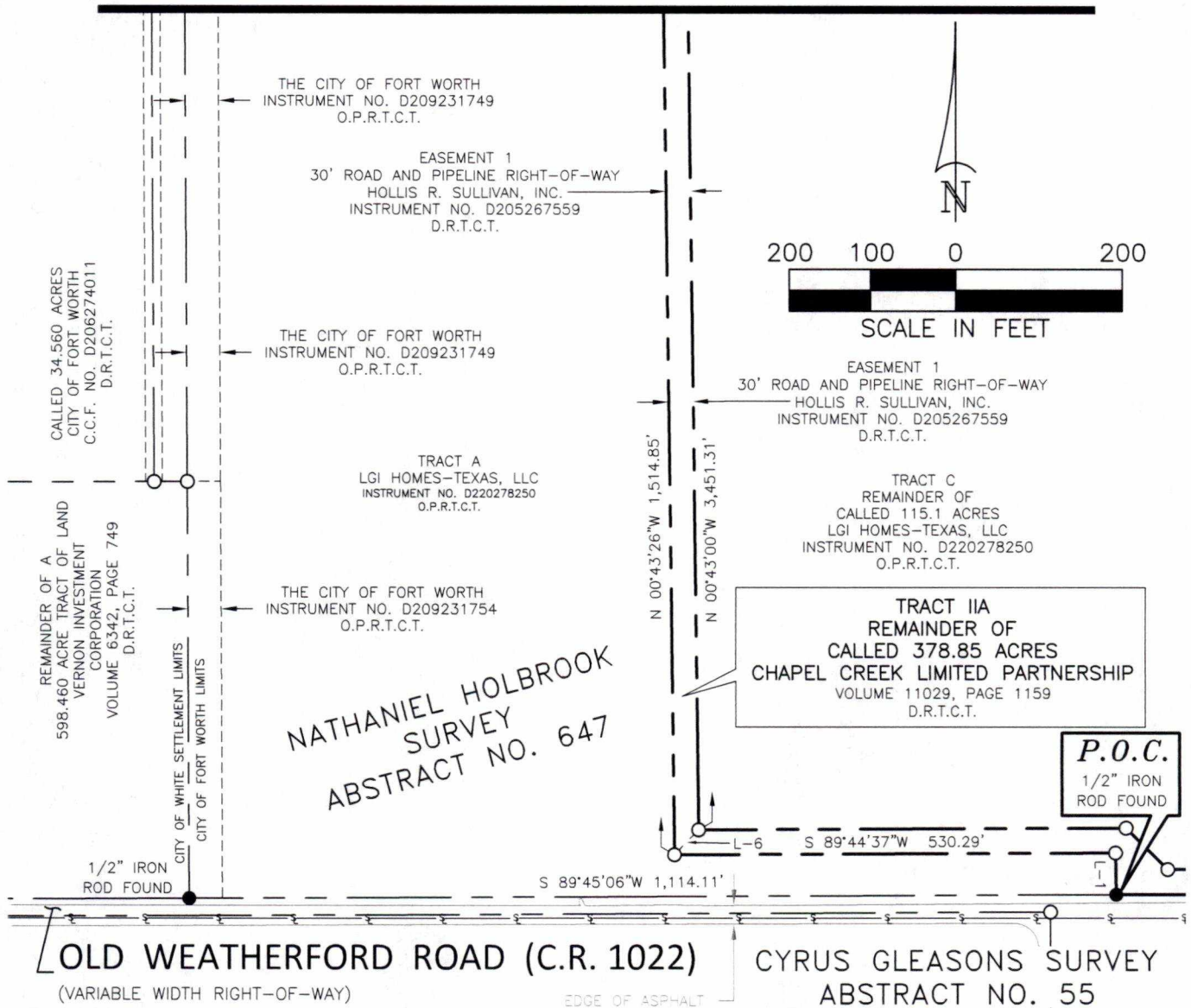
Revision 2 February 10, 2026



Richard Kennedy
Registered Professional Land Surveyor
Texas No. 5527
Gorrondona & Associates, Inc.
Texas Firm No. 10106903

(Exhibit "A")

EXHIBIT "A"
PARCEL NO. 9A
MATCHLINE



Tarrant Regional Water District

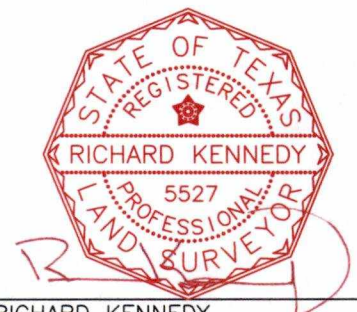
800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

MARY'S CREEK INDIRECT WATER RE-USE PIPELINE

PARCEL NO. 9A
OWNER: CHAPEL CREEK LIMITED PARTNERSHIP
SURVEY: NATHANIEL HOLBROOK SURVEY, ABSTRACT NO. 647
LOCATION: CITY OF FORT WORTH, TARRANT COUNTY, TEXAS
ACQUISITION AREA PART ONE: 31,229 SQUARE FEET OR 0.717 ACRES
ACQUISITION AREA PART TWO: 2,400 SQUARE FEET OR 0.055 ACRES
WHOLE PROPERTY ACREAGE: 378.85 ACRES (BY DEED)

G&A JOB NO. FNI_2403.00
DRAWN BY: PRL
CAD FILE: 9A PE.DWG
REVISION 2 FEBRUARY 10, 2026
EXHIBIT A PAGE
SCALE: 1" = 200'

GORRONDONA & ASSOCIATES, INC. 1341 W. MOCKINGBIRD LANE, SUITE 620W, DALLAS, TX. 75247



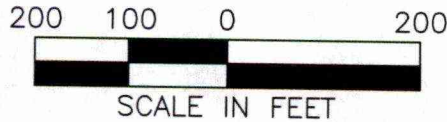
RICHARD KENNEDY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5527 TEXAS FIRM No. 10106903

214-712-0600 FAX 214-712-0604

EXHIBIT "A"

PARCEL NO. 9A

EASEMENT 1
30' ROAD AND PIPELINE RIGHT-OF-WAY
HOLLIS R. SULLIVAN, INC.
INSTRUMENT NO. D205267559
D.R.T.C.T.



**P.O.B.
PART TWO**

GRID COORDINATE:
N=6,957,613.760
E=2,267,556.716

TRACT B
LGI HOMES-TEXAS, LLC
INSTRUMENT NO. D220278250
O.P.R.T.C.T.

EASEMENT 1
30' ROAD AND PIPELINE RIGHT-OF-WAY
HOLLIS R. SULLIVAN, INC.
INSTRUMENT NO. D205267559
D.R.T.C.T.

VERNON RIDGE, LTD.
INSTRUMENT NO. D223100819
O.P.R.T.C.T.

THE CITY OF FORT WORTH
INSTRUMENT NO. D209259101
O.P.R.T.C.T.

TRACT IIA
REMAINDER OF
CALLED 378.85 ACRES
CHAPEL CREEK
LIMITED PARTNERSHIP
VOLUME 11029, PAGE 1159
D.R.T.C.T.

TRACT C
REMAINDER OF
CALLED 115.1 ACRES
LGI HOMES-TEXAS, LLC
INSTRUMENT NO. D220278250
O.P.R.T.C.T.

CALLED 34.560 ACRES
CITY OF FORT WORTH
C.C.F. NO. D206274011
D.R.T.C.T.

CITY OF WHITE SETTLEMENT LIMITS
CITY OF FORT WORTH LIMITS

TRACT A
LGI HOMES-TEXAS, LLC
INSTRUMENT NO. D220278250
O.P.R.T.C.T.

**P.O.B.
PART ONE**

GRID COORDINATE:
N=6,955,657.316
E=2,267,554.849

NATHANIEL HOLBROOK
SURVEY
ABSTRACT NO. 647

MATCHLINE



Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

MARY'S CREEK INDIRECT WATER RE-USE PIPELINE

PARCEL NO. 9A

OWNER: CHAPEL CREEK LIMITED PARTNERSHIP

SURVEY: NATHANIEL HOLBROOK SURVEY, ABSTRACT NO. 647

LOCATION: CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

ACQUISITION AREA PART ONE: 31,229 SQUARE FEET OR 0.717 ACRES

ACQUISITION AREA PART TWO: 2,400 SQUARE FEET OR 0.055 ACRES

WHOLE PROPERTY ACREAGE: 378.85 ACRES (BY DEED)

G&A JOB NO. FNI_2403.00

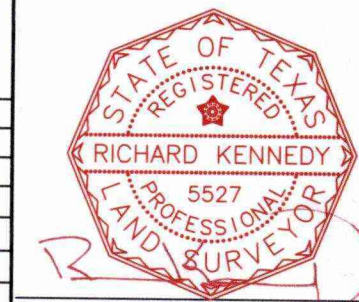
DRAWN BY: PRL

CAD FILE: 9A PE.DWG

REVISION 2 FEBRUARY 10, 2026

EXHIBIT A

SCALE: 1" = 200'



RICHARD KENNEDY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5527 TEXAS FIRM No. 10106903

GORRONDONA & ASSOCIATES, INC. 1341 W. MOCKINGBIRD LANE, SUITE 620W, DALLAS, TX. 75247

214-712-0600 FAX 214-712-0604

EXHIBIT "A"
PARCEL NO. 9A

LEGEND

- — — — — PROPERTY LINE
- - - - - PROPOSED EASEMENT LINE
— — — — — SURVEY LINE
● FOUND CORNER (SIZE AND TYPE NOTED)
○ CALCULATED POINT

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 00°43'25"W	50.15'
L-2	S 89°44'26"W	80.00'
L-3	N 00°46'24"W	390.37'
L-4	N 89°44'51"E	80.00'
L-5	S 00°46'24"E	390.36'
L-6	N 44°03'09"E	41.76'
L-7	S 89°18'14"W	30.00'
L-8	N 00°43'00"W	80.00'
L-9	N 89°18'14"E	30.00'
L-10	S 00°43'00"E	80.00'

PART TWO
EASEMENT
LOCATION

PART ONE
EASEMENT
LOCATION

SUBJECT TRACT &
LOCATION OF EASEMENT

NOTES:

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.



Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

**MARY'S CREEK INDIRECT
WATER RE-USE PIPELINE**

PARCEL NO. 9A

OWNER: CHAPEL CREEK LIMITED PARTNERSHIP

SURVEY: NATHANIEL HOLBROOK SURVEY, ABSTRACT NO. 647

LOCATION: CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

ACQUISITION AREA PART ONE: 31,229 SQUARE FEET OR 0.717 ACRES

ACQUISITION AREA PART TWO: 2,400 SQUARE FEET OR 0.055 ACRES

WHOLE PROPERTY ACREAGE: 378.85 ACRES (BY DEED)

G&AI JOB NO. FNI_2403.00

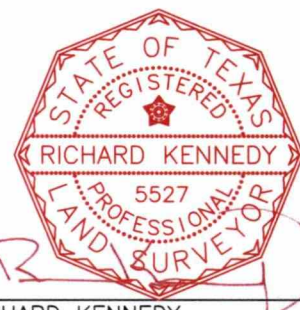
DRAWN BY: PRL

CAD FILE: 9A PE.DWG

REVISION 2 FEBRUARY 10, 2026

EXHIBIT A

SCALE: 1" = 200'



RICHARD KENNEDY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5527 TEXAS FIRM No. 10106903

GORRONDONA & ASSOCIATES, INC. 1341 W. MOCKINGBIRD LANE, SUITE 620W, DALLAS, TX. 75247

214-712-0600 FAX 214-712-0604

Lot Report

Tue Feb 10 14:23:37 2026

Lot File: \\gaines04\Active\Production04\FNI_2403.00 - TRWD Mary's Creek Wtr
Reclamation\SURVEY\CAD\LOT\PARCELS.lot

Lot: 9A PE PT1 R02

Bearing Distance

S 89°44'26" W 80.00

N 00°46'24" W 390.37

N 89°44'51" E 80.00

S 00°46'24" E 390.36

Closure Error Distance> 0.0003 Error Bearing> S 16°50'02" E

Closure Precision> 1 in 2972562.2 Total Distance> 940.74

31229 SQ. FT.

0.717 ACRES

Lot: 9A PE PT2 R02

Bearing Distance

S 89°18'14" W 30.00

N 00°43'00" W 80.00

N 89°18'14" E 30.00

S 00°43'00" E 80.00

Closure Error Distance> 0.0000

Total Distance> 220.00

2400 SQ. FT.

0.055 ACRES

Bearing Distance

In addition, the General Manager of TRWD, or his designee, is authorized to take all steps which may be reasonably necessary to complete the acquisition of the real property interests described above, including, but not limited to, the authority to pay all customary, reasonable and necessary closing and related costs. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

18.

With the recommendation of management, Director O'Neal moved to approve a partial release of easement at Richland-Chambers Reservoir, affecting approximately 29.65 square feet of land located within Lot 358R, The Shores on Richland-Chambers Lake, Phase 3, Navarro County, Texas, described in the survey plat hereto. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

TARRANT REGIONAL WATER DISTRICT
EASEMENT PORTION LYING UNDER HOME SLAB TO BE RELEASED

ROBERT CARADINE SURVEY, ABSTRACT NUMBER 139
NAVARRO COUNTY, TEXAS

TARRANT REGIONAL WATER DISTRICT, FIRST HORIZON BANK, ISAOA/ATIM,
BRAND, MARK ANTHONY & TWILA SUE, ALAMO TITLE INSURANCE,
AND NAVARRO COUNTY ABSTRACT TITLE CO.

BEING A PART OF LAND LYING BELOW THE PLATTED 320 EASEMENT, KNOWN AS
THE CALLED 79-82/100 ACRE TRACT DESCRIBED IN
"EXHIBIT B", "EASEMENT", "SIXTH PARCEL" IN A WARRANTY DEED
RECORDED IN VOLUME 971, PAGE 624 OF THE DEED RECORDS OF NAVARRO COUNTY, TEXAS,
AND LYING ADJACENT TO LOT 358R OF THE SHORES ON RICHLAND CHAMBERS LAKE,
PHASE 3 AS SHOWN ON A REPLAT RECORDED IN VOLUME 10, PAGE 302 OF THE PLAT
RECORDS OF NAVARRO COUNTY, TEXAS (P.R.N.C.T.)

FIRST TRACT:

COMMENCING at a found concrete monument stamped "T.C.W.C. & I.D. No. 1 10,2,12, 314" (elevation: 320.6 feet) on said platted 320 elevation contour, being in the southeast line of Lot 1 of Millenium Estates as shown on a plat recorded in Volume 7, Page 43 of the Plat Records of Navarro County, Texas (P.R.N.C.T.), and being the northerly northwest corner of said 79-82/100 acre tract;

THENCE South 31°50'17" East across said 79-82/100 acre and Lot 358R, a distance of 108.41 feet to an existing corner of house slab, being on said platted 320 foot contour line, and being the **POINT OF BEGINNING** of the herein described "FIRST TRACT";

THENCE South 39°32'45" East with the edge of said house slab and across said 79-82/100 acre tract, a distance of 8.89 feet to a corner of said house slab, and being on another tangent of said platted 320 foot elevation line;

THENCE North 87°27'24" West across house slab and with the platted 320 foot contour line, a distance of 8.23 feet to a point for corner in said house slab, being an angle corner of said 320 foot contour line and said 79-82/100 acre tract;

THENCE North 21°32'36" East across house slab and with the platted 320 foot contour line, a distance of 6.97 feet to the **PLACE OF BEGINNING** of this "FIRST TRACT", containing **27.13** square feet of land.

SECOND TRACT:

COMMENCING at a found concrete monument stamped "T.C.W.C. & I.D. No. 1 10,2,12, 314" (elevation: 320.6 feet) on said platted 320 elevation contour, being in the southeast line of Lot 1 of Millenium Estates as shown on a plat recorded in Volume 7, Page 43 of the Plat Records of Navarro County, Texas (P.R.N.C.T.), and being the northerly northwest corner of said 79-82/100 acre tract;

THENCE South 34°09'28" East across said 79-82/100 acre and Lot 358R, a distance of 117.83 feet to an existing corner of house slab, and being the **POINT OF BEGINNING** of the herein described "SECOND TRACT";

THENCE South 39°48'01" East with the edge of said house slab and across said 79-82/100 acre tract, a distance of 2.16 feet to a corner of said house slab, and being on a tangent of said platted 320 foot elevation line;

THENCE North 87°27'24" West across house slab and with the platted 320 foot contour line, a distance of 3.16 feet to a point for corner on edge of said house slab, and being on said platted 320 foot contour line;

THENCE North 49°19'38" East with the edge of said house slab and across said 79-82/100 acre tract, a distance of 2.33 feet to the **PLACE OF BEGINNING** of this "SECOND TRACT", containing **2.52** square feet of land.

29.65 SQUARE FEET COMBINED BETWEEN THE ABOVE DESCRIBED "FIRST TRACT" AND "SECOND TRACT"

TARRANT REGIONAL WATER DISTRICT
EASEMENT PORTION LYING UNDER HOME SLAB TO BE RELEASED

ROBERT CARADINE SURVEY, ABSTRACT NUMBER 139
NAVARRO COUNTY, TEXAS

**TARRANT REGIONAL WATER DISTRICT, FIRST HORIZON BANK, ISAOA/ATIM,
BRAND, MARK ANTHONY & TWILA SUE, ALAMO TITLE INSURANCE,
AND NAVARRO COUNTY ABSTRACT TITLE CO.**

**BEING A PART OF LAND LYING BELOW THE PLATTED 320 EASEMENT, KNOWN AS
THE CALLED 79-82/100 ACRE TRACT DESCRIBED IN
"EXHIBIT B", "EASEMENT", "SIXTH PARCEL" IN A WARRANTY DEED
RECORDED IN VOLUME 971, PAGE 624 OF THE DEED RECORDS OF NAVARRO COUNTY, TEXAS,
AND LYING ADJACENT TO LOT 358R OF THE SHORES ON RICHLAND CHAMBERS LAKE,
PHASE 3 AS SHOWN ON A REPLAT RECORDED IN VOLUME 10, PAGE 302 OF THE PLAT
RECORDS OF NAVARRO COUNTY, TEXAS (P.R.N.C.T.)**

Notes:

- 1.) Bearings and distances were derived from G.P.S. observations and are based on the Texas State Plane Coordinate System, N.A.D. 83 North Central Zone (FIPS 4202).
- 2.) Elevation Data based on the North American Vertical Datum of 1988 (NAVD88).

Surveyor's Certificate:

I, Ross C. Andress, Texas Registered Professional Land Surveyor No. 6464, do hereby certify that the above description is true and correct to the best of my knowledge, and that the property described herein was determined by a survey made on the ground and under my direct supervision.

Witness my hand and seal at Athens, Texas on this 9th day of June, 2026 A.D.

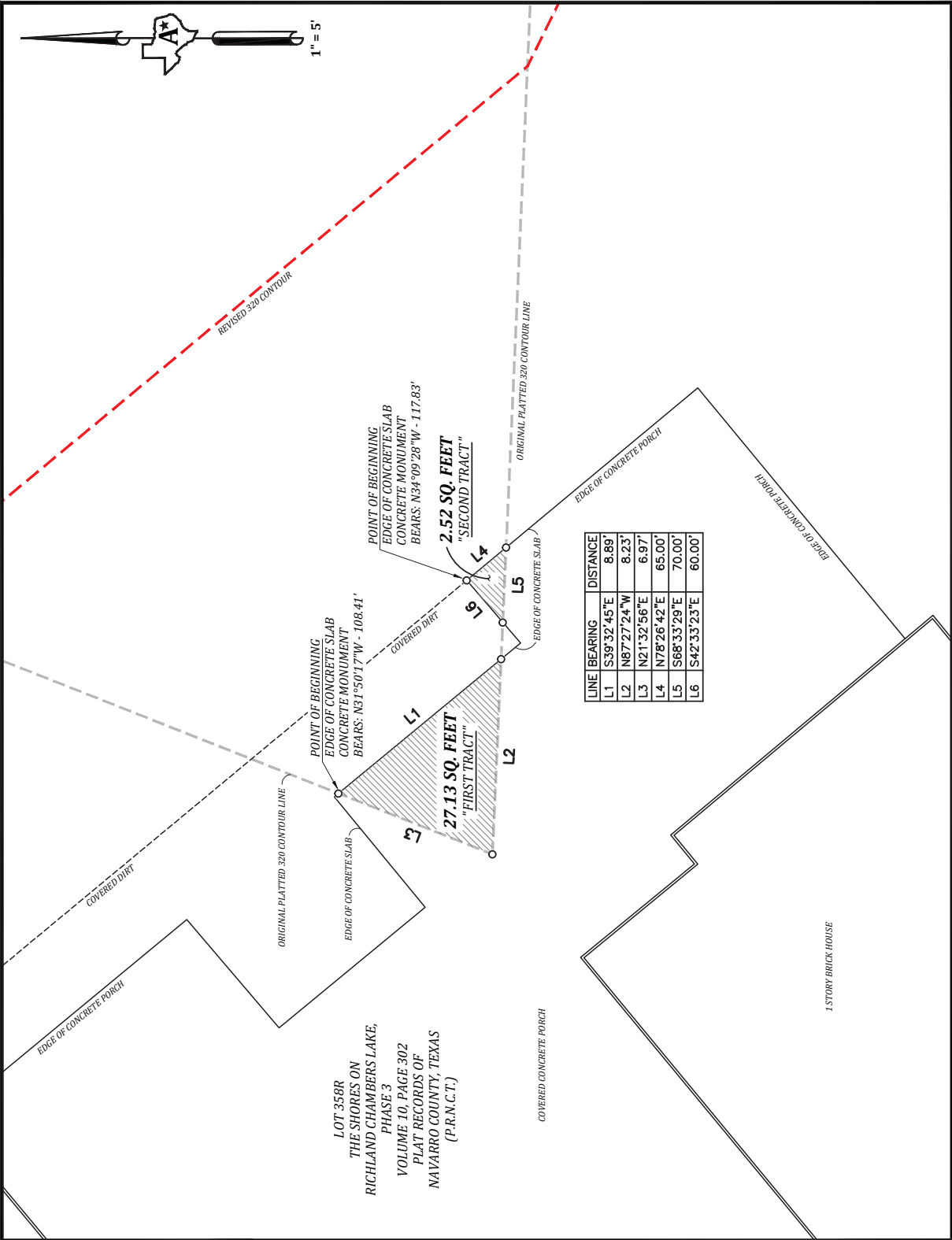


Ross C. Andress
Texas Registered Professional Land Surveyor No. 6464



ANDRESS 
SURVEYING, LLC

PO Box 767 ~ Athens, Texas 75751
Phone: (903) 904-5043
AndressSurveying.com TBPELS Firm Number: 10194120
Project Number: 2024-0129



With the recommendation of management, Director Motheral 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.

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, said tracts of land being portions of land conveyed to Akram Chowdhury and Nasima Akther Chowdhury, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D219246352, Official Public Records, Tarrant County, Texas, and being further described in the accompanying resolution and in the survey plat(s) attached hereto for the negotiated compensation of \$20,000.

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, said 0.2927-acre tract of land being a portion Lot 6, Block 1, Oakdale Addition, being an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 388-F, Page 451, Plat Records, Tarrant County, Texas, said 0.2927-acre tract of land also being a portion of a called 0.69-acre tract of land conveyed to Mark Cryer by deed thereof filed for record in Tarrant County Clerk's Instrument No. D220135928, Official Public Records, Tarrant County, Texas, and being further described in the accompanying resolution and in the survey plat(s) attached hereto for the negotiated compensation of \$20,000.

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

**PARCEL NO. 41
J. McDONALD SURVEY, ABSTRACT NO. 997
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

Exhibit "A"

BEING a 0.1378 acre tract of land located in the J. McDonald Survey, Abstract No. 997, City of Mansfield, Tarrant County, Texas, said 0.1378 acre tract of land being a portion of a called 4.971 acre tract of land conveyed to **AKRAM CHOWDHURY and NASIMA AKTHER CHOWDHURY**, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D219246352, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said 0.1378 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point on a northwest property line of the said 4.971 acre tract, same being the southeast property line of that certain tract of land conveyed to Oakdale Baptist Church, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D206222830, O.P.R.T.C.T., said beginning point being at the intersection of the said property lines with the northeast line of an existing 130 feet wide Pipeline Right-of-Way Easement described as "Parcel 43", conveyed to Tarrant County Water Control and Improvement District No. 1, by deed thereof filed for record in Volume 3703, Page 476, Deed Records, Tarrant County, Texas (D.R.T.C.T.), said beginning point being North 58°53'11" East, a distance of 270.20 feet from the southwest property corner of the said 4.971 acre tract, said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,905,236.35 and E: 2,376,818.52;

THENCE North 58°53'11" East, along the said property lines, a distance of 58.06 feet;

THENCE South 61°39'53" East, departing the said property lines, over and across the said 4.971 acre tract, and along a line 50 feet northeast of and parallel with the said existing easement line, a distance of 120.00 feet to the most southerly southeast property line of the said 4.971 acre tract, same being a northwest property line of a called 2.947 acre tract of land described as "Tract 1", conveyed to Akram Chowdhury and Nasima Akther Chowdhury, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D219246352, O.P.R.T.C.T.;

THENCE South 58°51'06" West, along the said property lines, a distance of 58.04 feet to a point for corner at the intersection of the said property lines with the northeast line of an existing 130 feet wide Pipeline Right-of-Way Easement described as "Parcel 44", conveyed to Tarrant County Water Control and Improvement District No. 1, by deed thereof filed for record in Volume 3698, Page 482, D.R.T.C.T., from which the most southerly property corner of the said 4.971 acre tract bears South 58°51'06" West, a distance of 329.33 feet;

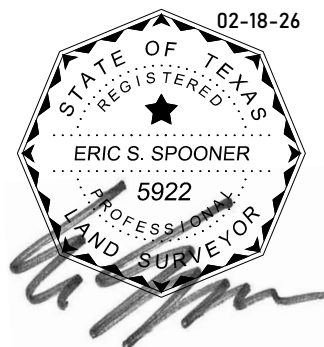
THENCE North 61°39'53" West, departing the said property lines, over and across the said 4.971 acre tract, in part along the said northeast line of said Parcel 44 and in part along the said northeast line of Parcel 43, a distance of 120.04 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.1378 acres (6,001 square feet)** of land, more or less.

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

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

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



PARCEL 41 ~ CHOWDHURY

(R1)

S.W.C. OF 4.971 ACRE
TRACT BEARS
N58°53'11"E ~ 270.20'

(R2)

SOUTH CORNER OF
4.971 ACRE TRACT BEARS
S58°51'06"W ~ 329.33'

E1

EX. 130' PIPELINE R.O.W. ESMT. TO
TARRANT COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT NO. 1
"PARCEL 44" IN VOL. 3698, PG. 482
D.R.T.C.T.

J. McDONALD SURVEY
ABSTRACT NO. 997

OWNER
OAKDALE BAPTIST CHURCH
T.C.C.I. NO. D206222830
O.P.R.T.C.T.

CALLED: 4.971 ACRES
**AKRAM CHOWDHURY &
NASIMA AKTHER CHOWDHURY**
"TRACT 2" IN
T.C.C.I. NO. D219246352
O.P.R.T.C.T.

**POINT OF
BEGINNING**

N: 6,905,236.35
E: 2,376,818.52
(NAD83 ~ GRID)

EX. 130' PIPELINE R.O.W. ESMT. TO
TARRANT COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT NO. 1
"PARCEL 43" IN VOL. 3703, PG. 476
D.R.T.C.T.

0.1378 ACRES
(6,001 SQ. FT.)

CALLED: 2.947 ACRES
**AKRAM CHOWDHURY &
NASIMA AKTHER CHOWDHURY**
"TRACT 1" IN
T.C.C.I. NO. D219246352
O.P.R.T.C.T.

LINE TABLE

NO.	DIRECTION	DIST.
L1	N58°53'11"E	58.06'
L2	S61°39'53"E	120.00'
L3	S58°51'06"W	58.04'
L4	N61°39'53"W	120.04'

0 20' 40'
GRAPHIC SCALE IN FEET
1" = 40'

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

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

PROPERTY: CHOWDHURY ~ "TRACT 2" IN T.C.C.I. NO. D219246352

PROPERTY ACREAGE: CALLED 4.971 ACRES (DEED)

24104 P41 CHOWDHURY TCE.dwg

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



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

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

PARCEL 41 ~ CHOWDHURY



02-18-26

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,906,064.98	2,377,103.74	6,905,236.35	2,376,818.52
2	6,906,094.98	2,377,153.45	6,905,266.35	2,376,868.22
3	6,906,038.03	2,377,259.07	6,905,209.40	2,376,973.83
4	6,906,008.01	2,377,209.40	6,905,179.38	2,376,924.17

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

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

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

PROPERTY: CHOWDHURY ~ "TRACT 2" IN T.C.C.I. NO. D219246352

PROPERTY ACREAGE: CALLED 4.971 ACRES (DEED)

24104 P41 CHOWDHURY TCE.dwg

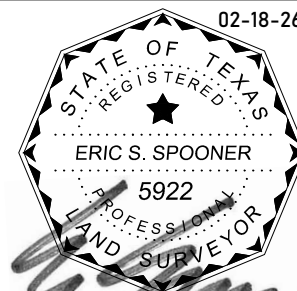
DRAWN BY: C. REEDER CHECKED BY: E. SPOONER



SPOONER & ASSOCIATES
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OVER 30 YEARS OF SERVICE

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

PARCEL 41 ~ CHOWDHURY



02-18-26

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

**PARCEL NO. 42
J. McDONALD SURVEY, ABSTRACT NO. 997
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS
Exhibit "A"**

BEING a 0.1643 acre tract of land located in the J. McDonald Survey, Abstract No. 997, City of Mansfield, Tarrant County, Texas, said 0.1643 acre tract of land being a portion of a called 2.947 acre tract of land described as "Tract 2", conveyed to **AKRAM CHOWDHURY and NASIMA AKTHER CHOWDHURY**, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D219246352, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said 0.1643 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point on a northwest property line of the said 2.947 acre tract, same being the southeast property line of a called 4.971 acre tract of land described as "Tract 2", conveyed to Akram Chowdhury and Nasima Akther Chowdhury, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D219246352, O.P.R.T.C.T., said beginning point being at the intersection of the said property lines with the northeast line of an existing 130 feet wide Pipeline Right-of-Way Easement described as "Parcel 44", conveyed to Tarrant County Water Control and Improvement District No. 1, by deed thereof filed for record in Volume 3698, Page 482, Deed Records, Tarrant County, Texas (D.R.T.C.T.), said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,905,179.38 and E: 2,376,924.17, from which the south corner of the said 4.971 acre tract bears South 58°51'06" West, a distance of 329.33 feet;

THENCE North 58°51'06" East, along the said property lines, a distance of 58.04 feet;

THENCE South 61°39'53" East, departing the said property lines, over and across the said 2.947 acre tract, and along a line 50 feet northeast of and parallel with the said existing easement line, a distance of 143.16 feet to a point for corner on a southeast property line of the said 2.947 acre tract, same being a northwest property line of a called 5.01 acre tract of land conveyed to Bradley L. Hartfield and Anne A. Hartfield, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D217072889, O.P.R.T.C.T., from which the northeast property corner of the said 2.947 acre tract bears North 58°52'12" East, a distance of 262.85 feet;

THENCE South 58°52'12" West, along the said property lines, a distance of 58.05 feet to the intersection of the said property lines with the northeast line of an existing 130 feet wide Pipeline Right-of-Way Easement described as "Parcel 45", conveyed to Tarrant County Water Control and Improvement District No. 1, by deed thereof filed for record in Volume 3702, Page 106, D.R.T.C.T.;

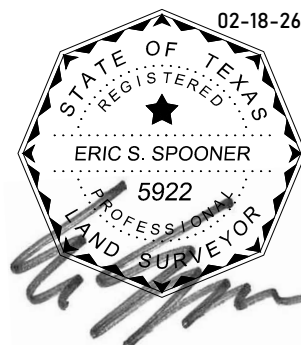
THENCE North 61°39'53" West, departing the said property lines, over and across the said 2.947 acre tract, in part along the said northeast line of Parcel 45 and in part along the said northeast line of Parcel 44, a distance of 143.14 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.1643 acres (7,158 square feet)** of land, more or less.

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

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

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



PARCEL 42 ~ CHOWDHURY

(R1)
SOUTH CORNER OF
4.971 ACRE TRACT BEARS
S58°51'06"W ~ 329.33'

(R2)
N.E. CORNER OF
2.947 ACRE TRACT BEARS
N58°52'12"E ~ 262.85'

E1
EX. 130' PIPELINE R.O.W. ESMT. TO
TARRANT COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT NO. 1
"PARCEL 45" IN VOL. 3702, PG. 106
D.R.T.C.T.

CALLED: 4.971 ACRES
AKRAM CHOWDHURY &
NASIMA AKTHER CHOWDHURY
"TRACT 2" IN
T.C.C.I. NO. D219246352
O.P.R.T.C.T.

CALLLED: 2.947 ACRES
AKRAM CHOWDHURY &
NASIMA AKTHER CHOWDHURY
"TRACT 1" IN
T.C.C.I. NO. D219246352
O.P.R.T.C.T.

**POINT OF
BEGINNING**

N: 6,905,179.38
E: 2,376,924.17
(NAD83 ~ GRID)

J. McDONALD SURVEY
ABSTRACT NO. 997

0.1643 ACRES
(7,158 SQ. FT.)

EX. 130' PIPELINE R.O.W. ESMT. TO
TARRANT COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT NO. 1
"PARCEL 44" IN VOL. 3698, PG. 482
D.R.T.C.T.

CALLLED: 5.01 ACRES
BRADLEY L. HARTFIELD
& ANNE A. HARTFIELD
T.C.C.I. NO. D217072889
O.P.R.T.C.T.

0 20' 40'
GRAPHIC SCALE IN FEET
1" = 40'

LINE TABLE		
NO.	DIRECTION	DIST.
L1	N58°51'06"E	58.04'
L2	S61°39'53"E	143.16'
L3	S58°52'12"W	58.05'
L4	N61°39'53"W	143.14'

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

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

PROPERTY: CHOWDHURY ~ "TRACT 1" IN T.C.C.I. NO. D219246352

PROPERTY ACREAGE: CALLED 2.947 ACRES (DEED)

24104 P42 CHOWDHURY TCE.dwg

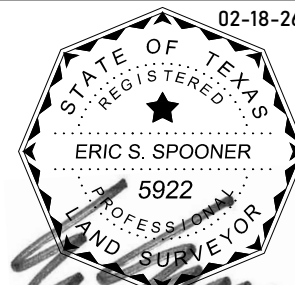
DRAWN BY: C. REEDER CHECKED BY: E. SPOONER



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

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

PARCEL 42 ~ CHOWDHURY



POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,906,008.01	2,377,209.40	6,905,179.38	2,376,924.17
2	6,906,038.03	2,377,259.07	6,905,209.40	2,376,973.83
3	6,905,970.08	2,377,385.08	6,905,141.46	2,377,099.83
4	6,905,940.07	2,377,335.39	6,905,111.45	2,377,050.14

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

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

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

PROPERTY: CHOWDHURY ~ "TRACT 1" IN T.C.C.I. NO. D219246352

PROPERTY ACREAGE: CALLED 2.947 ACRES (DEED)

24104 P42 CHOWDHURY TCE.dwg

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



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

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TBPLS FIRM NO. 10054900

PARCEL 42 ~ CHOWDHURY



02-18-26

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

**PARCEL NO. 63
LOT 6, BLOCK 1, OAKDALE ADDITION
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

Exhibit "A"

BEING a 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, said 0.2927 acre tract of land being a portion **LOT 6, BLOCK 1, OAKDALE ADDITION**, being an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 388-F, Page 451, Plat Records, Tarrant County, Texas, said 0.2927 acre tract of land also being a portion of a called 0.69 acre tract of land conveyed to **MARK CRYER**, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D220135928, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said 0.2927 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the southeast lot corner of said Lot 6, same being on the west right-of-way line of Callender Road (being a variable width public right-of-way), said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,901,760.07 and E: 2,383,324.50;

THENCE South 85°06'17" West, along the south lot line of said Lot 6, a distance of 51.30 feet to the intersection of the said lot line with northeast line of an existing 130 feet wide Pipeline Right-of-Way Easement described as "Parcel 51", conveyed to Tarrant County Water Control and Improvement District No. 1, by deed thereof filed for record in Volume 3708, Page 521, Deed Records, Tarrant County, Texas;

THENCE North 61°39'53" West, departing the said lot line, over and across said Lot 6 and along the said existing easement line, a distance of 182.48 feet to the intersection of the said existing easement line with the north property line of the said 0.69 acre tract;

THENCE North 85°06'17" East, along the said north property line, a distance of 203.70 feet to the northeast property corner of the said 0.69 acre tract, same being on the east lot line of said Lot 6 and the aforementioned west right-of-way line;

THENCE South 05°01'54" East, along the east lot line of said Lot 6 and along the said west right-of-way line of Callender Road, a distance of 100.00 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.2927 acres (12,750 square feet)** of land, more or less.

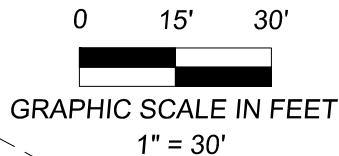
The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

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



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

PARCEL 63 ~ CRYER



PT. OF LOT 6, BLOCK 1
OAKDALE ADDITION
VOL. 388-F, PG. 451
P.R.T.C.T.

E. HENDRICKS SURVEY
ABSTRACT NO. 659

N85°06'17"E ~ 203.70'

PROPERTY LINE

PT. OF
LOT 6, BLOCK 1
OAKDALE ADDITION
VOL. 388-F, PG. 451,
P.R.T.C.T.

0.2927 ACRES
(12,750 SQ. FT.)

CALLLED: 0.69 ACRES
MARK CRYER
T.C.C.I. NO. D220135928
O.P.R.T.C.T.

N67°39'53"W ~ 182.48'

S85°06'17"W ~ 51.30'

S05°01'54"E ~ 100.00'

CALENDER ROAD
(VARIABLE WIDTH PUBLIC R.O.W.)

EX. 130' PIPELINE R.O.W. ESMT. TO
TARRANT COUNTY WATER CONTROL
& IMPROVEMENTS DISTRICT NO. 1
"PARCEL 51" IN VOL. 3708, PG. 521,
D.R.T.C.T.

LOT LINE

EX. 130' PIPELINE R.O.W. ESMT TO
TARRANT COUNTY WATER CONTROL
& IMPROVEMENTS DISTRICT NO. 1
VOL. 3708, PG. 521,
O.P.R.T.C.T.

REMAINDER OF A
CALLLED: 59.070 ACRES
MICHAEL BALLOUN
"TRACT 2"
T.C.C.I. NO. D220295815,
O.P.R.T.C.T.

S.S. CALLENDER SURVEY
ABSTRACT NO. 359

APPROX. ABSTRACT LINE

**POINT OF
BEGINNING**

N:6,901,760.07
E:2,383,324.50
GRID ~ NAD93

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

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

PROPERTY: LOT 6, BLOCK 1, OAKDALE ADDITION

PROPERTY ACREAGE: CALLLED 0.69 ACRES (DEED)

24104 P63 CRYER TCE.dwg

DRAWN BY: B. SMITH

CHECKED BY: E. SPOONER



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

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(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PAR. 63 ~ CRYER ~ EXH "A"



02-19-26

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,902,588.29	2,383,610.50	6,901,760.07	2,383,324.50
2	6,902,583.91	2,383,559.39	6,901,755.70	2,383,273.39
3	6,902,670.52	2,383,398.77	6,901,842.29	2,383,112.80
4	6,902,687.90	2,383,601.73	6,901,859.68	2,383,315.73

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

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

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

PROPERTY: LOT 6, BLOCK 1, OAKDALE ADDITION

PROPERTY ACREAGE: CALLED 0.69 ACRES (DEED)

24104 P63 CRYER TCE.dwg

DRAWN BY: B. SMITH

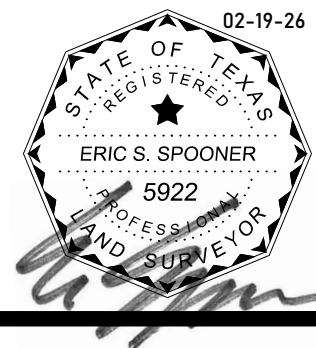
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PAR. 63 ~ CRYER ~ EXH "A"



02-19-26

In addition, the General Manager of TRWD, or his designee, is authorized to take all steps which may be reasonably necessary to complete the acquisition of the real property interests described above, including, but not limited to, the authority to pay all customary, reasonable and necessary closing and related costs. Funding for this item is included in the Bond Fund. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against.

20.

There were no future agenda items approved.

21.

The next board meeting was scheduled for October 20, 2026.

22.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: October 20, 2026

SUBJECT: Consider Approval of Consent Agenda

RECOMMENDATION:

Management recommends approval of the Consent Agenda.

Item: Consider Approval of Purchase from Municipal Valve for Discharge Butterfly Valves for the Richland-Chambers Booster Pump Station

Vendor: Municipal Valve

Amount: \$162,600
Fiscal Year 2027 Revenue Fund - \$300,000

Reviewed by: Construction and Operations Committee

Management recommends approval of purchase **in the amount of \$162,600** from Municipal Valve to replace all five (5) existing discharge butterfly valves at the Richland-Chambers Booster Station (RC3H) with new valves designed for isolation service and the pump station's operating conditions.

The pump station has five discharge butterfly valves, one for each pump installed in 2005. The valves were originally used for both isolation and flow control because the pumps were not equipped with variable frequency drives (VFDs). Years of throttling service have resulted in significant wear and damage to the valve discs, seats, and sealing components.

The pumps have since been upgraded with VFDs, eliminating the need to use the discharge valves for flow control. The valves now primarily serve as the means of isolating each pump and associated equipment from the discharge piping and header.

The existing valves are approximately 21 years old, and their sealing components have deteriorated beyond practical repair. Their condition presents an increasing reliability concern and may prevent reliable shutoff when isolation is required for inspection, maintenance, or repair.

Replacing all five valves as a planned project will restore dependable isolation, improve maintenance and operational safety, reduce the risk of unplanned outages, and provide a consistent long-term configuration for the pump station.

Competitive Sealed Proposals were solicited per Texas Government Code Chapter 2269 and three proposals were received. The evaluation team determined Vendor submitted the proposal providing the best value to the District.

Item: Consider Approval of Contract with H&H Services for Eastern Facilities Lawn Maintenance

Vendor: H&H Services

Amount: \$238,750 annually / not-to-exceed of \$1,193,750 over five-year term
Fiscal Year 2027 Revenue Fund - \$ 170,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract **in the amount of \$238,750** with H&H Services for Grounds Maintenance. This contract includes authority for four (4) additional one-year renewal options, for an initial term in the amount of \$238,750, and a total amount not-to-exceed of \$1,193,750.

The District has successfully utilized contracted grounds maintenance services for several years as a cost-effective approach to maintaining District facilities. With the current contract expiring this month, a new contract is needed for continuity of services.

H&H Services, the District's current provider, has the personnel and equipment to meet the District's requirements and has provided satisfactory services.

Requests for Proposals were solicited and three (3) proposals were received, however one (1) proposal was nonresponsive leaving two (2) proposals to be considered. The evaluation team determined that H&H Services submitted the proposal providing the best value to the District.

Item: Consider Approval of Capital Expenditure Purchase from Watson Drill Rigs for a Mounted Drill Unit

Vendor: Watson Drill Rigs

Amount: \$539,605
Fiscal Year 2027 Revenue Fund - \$690,000

Reviewed by: Construction and Operations Committee

Management recommends approval of purchase **in the amount of \$539,605** from Watson Drill Rigs for a Mounted Drill Unit. The District will purchase the truck and chassis for the mounted drill unit from Premier Truck Group for \$148,159 for a total expenditure amount of \$687,764.

Proposals were solicited in accordance with applicable statutory requirements, and one (1) submittal was received from Watson Drill Rigs. Pipeline Operations will be assigned the unit. Following delivery of the Drill Truck, the District will auction assets 5-68 (1997 Ford Truck), and 12-123 (1999 Texoma Digger).

Item: Consider Approval of Two Separate Contracts with Whearley Enterprises Inc. dba Fireman's Pest Control and Termite of Texas and Cantu Enterprises (Dallas), LLC dba Cantu Pest Control for Pest Control Services

Vendor: Whearley Enterprises Inc. dba Fireman's Pest Control and Termite of Texas; Cantu Enterprises (Dallas), LLC dba Cantu Pest Control

Amount: \$21,300 annually / not-to exceed \$106,500 over five-year term
Fiscal Year 2027 General Fund Budget - \$32,000

\$49,740 annually / not-to exceed \$248,700 over five-year term
Fiscal Year 2027 Revenue Fund Budget - \$55,000

Reviewed by: Construction and Operations Committee

Management recommends approval of two separate annual contracts for pest control services, the first being a one-year contract **in an amount of \$21,300** with Fireman's Pest Control and Termite with authority for four (4), one-year renewal terms for a total potential not-to-exceed amount of \$106,500 and the second being a one-year contract **in an amount of \$49,740** with Cantu Pest Control with authority for four (4), one-year renewal terms for a total potential not-to exceed amount of \$248,700.

The District requested quotes from pest control service companies to provide such services for numerous District locations. The solicitation was broken down based on the locations of the District's facilities, with the dividing line being facilities that are either east or west of Waxahachie. There were three total respondents for the District facilities in the east and four total respondents for the District facilities in the west. Fireman's Pest Control and Termite was determined to be the best value for the eastern District facilities and Cantu Pest Control Services was determined to be the best value for the western District facilities. Each District facility is to be serviced as needed and billed on a monthly cycle under both contracts.

The quoted contracts would commence on November 2, 2026, and terminate on September 30, 2027 with any potential renewals starting at the beginning of the next fiscal year.

Item: Consider Approval of 36-Month Contract with Windstream Services, LLC for Multi-Site Dedicated Internet Access

Vendor: Windstream Services, LLC

Amount: not-to-exceed \$170,000
Fiscal Year 2027 General Fund - \$61,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a 36-month contract **in an amount not-to-exceed \$170,000** with Windstream Services, LLC for dedicated internet services.

The proposed agreement will provide dedicated internet services to support connectivity for District systems and operations for the following District facilities:

- 1 Gbps at 808 E Northside Dr, Fort Worth, TX 76102
- 100 Mbps at 307 W 7th St, Fort Worth, TX 76102
- 100 Mbps at 4362 County Road 309, Frankston, TX 75763

The monthly recurring cost for the three locations is \$4,560.19, resulting in a base 36-month contract value of \$164,166.84. The requested not-to-exceed amount of \$170,000 provides allowance for applicable taxes, regulatory fees, and surcharges during the contract term.

This contract is procured through the State of Texas Department of Information Resources cooperative purchasing contract DIR-TELE-CTSA-016.

Item: Consider Approval of 48-Month Equipment Lease with Dell Technologies for District Laptop Computers

Vendor: Dell Technologies

Amount: not-to-exceed \$463,557.95
Fiscal Year 2027 General Fund Budget - \$235,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a 48-month equipment lease with **annual lease payments of \$115,889.49 and a total amount not-to-exceed \$463,557.95** with Dell Technologies for 241 District laptop computers.

TRWD maintains a four-year refresh lifecycle for employee computers to maintain reliable, secure, and supported technology. Replacing equipment on a planned cycle helps reduce service interruptions associated with aging hardware, maintains consistent performance for employees, and keeps devices within manufacturer warranty coverage for timely repair or replacement when failures occur. This approach also supports standardized technology, simplifies lifecycle planning, and helps control long-term operating costs while maintaining a dependable computing environment for District operations.

Information Services has also worked to improve the overall laptop replacement and

remote access experience for employees. While these improvements are separate from the hardware refresh itself, the new laptops will provide employees with a more seamless and secure experience when working both on-site and remotely. For most employees, transitioning to a replacement laptop can be as simple as signing in, with applications, settings, and access delivered automatically. The result is a more consistent and convenient experience with less downtime, fewer manual setup steps, and improved access to District resources from remote locations.

Lease Schedule	Total
2027	\$115,889.49
2028	\$115,889.49
2029	\$115,889.49
2030	\$115,889.49
Not-to-exceed total	\$463,557.95

The lease will be procured through the State of Texas Department of Information Resources cooperative purchasing contract DIR-CPO-5792.

Item: Consider Approval of Contract with Lone Star Trucking and Excavation for Hauling Services

Vendor: Lone Star Trucking and Excavation

Amount: \$615,815 annually / not-to-exceed \$3,079,075 over five-year term
Fiscal Year 2027 General Fund Budget - \$665,000

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract **in an amount not-to-exceed \$615,815** with Lone Star Trucking and Excavation for routine hauling services. This contract includes authority for four (4) additional one-year renewal options, for an initial term in the amount of \$615,815, and a total potential cost not-to-exceed \$3,079,075.

The District solicited proposals for hauling services of maintenance materials to and from multiple locations as needed for the District. Maintenance materials include, but are not limited to dirt, rock, rip rap, etc.

Proposals were solicited in accordance with applicable statutory requirements, and four (4) submittals were received. The evaluation team determined that Lone Star Trucking and Excavation submitted the proposal providing the best value to the District.



RC3H Discharge Valves
Offeror Selection Worksheet
Tabulation of Scoring

Owner's Budget	\$300,000.00
Delivery of Goods Date	
Contract Final Completion Date	9/1/2027
Lowest Proposed Contract Price	\$ 162,600.00
Highest Proposed Contract Price	\$ 525,000.00
Lowest Adjusted Contract Price	\$ 212,600.00

Item	Criteria	Points	Johnson County Winwater	J&S Valve	Municipal Valve & Equipment
A	Proposed Contract Price		\$525,000.00	\$248,485.00	\$162,600.00
	Difference between amount offered and low offer		\$ 362,400.00	\$ 85,885.00	\$ -
	Point Value	40	12.4	26.2	40.0
	Proposed Delivery of Goods ready to install Days		266.00	168.00	210.00
	Allowances		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
	Adjusted Contract Price		\$575,000.00	\$ 298,485.00	\$ 212,600.00
	Adjusted Point Value		14.8	28.5	40.0
B	Proposed Procurement Contract Times	20	12.6	20.0	16.0
C	Experience of Offeror in providing similar Goods	20	10.0	10.0	20.0
D	Experience of Offeror in providing Special Services	20	10.0	10.0	10.0
Total Points			47.4	68.5	86.0



Team Member Scoring Sheet

Date of Evaluation: 09/01/2026

26-161 TRWD Eastern Facilities Lawn Maintenance

Technical Quality Criteria	Total Points Available	Fando Landscaping and Lawncare LLC	H&H Services
Price	50.00	44.84	50.00
	Price	\$266,220.00	\$238,750.00
References, Experience and Qualifications	35.00	34.67	34.67
Project Approach	15.00	15.00	14.00
Total	100.00	94.51	98.67

MaxPro Enterprise submitted a proposal but was considered non-responsive due to not attending the mandatory pre-proposal meeting.



Team Member Scoring Sheet

Date of Evaluation: 9/30/2026

26-168 Pest Control TRWD Facilities East

Technical Quality Criteria	Total Points Available	Firemans Pest And Termite	Knowledgeable Pest Control llc	Longhorn Termite & Pest Control Inc.
Price	50.00	22.54	50.00	15.16
	Price	\$21,300.00	\$9,600.00	\$31,668.00
References, Experience and Qualifications	30.00	30.00	15.00	5.00
Project Approach	20.00	20.00	5.00	5.00
Total	100.00	72.54	70.00	25.16



Team Member Scoring Sheet

Date of Evaluation: 9/30/2026

26-168 Pest Control TRWD Facilities West

Technical Quality Criteria	Total Points Available	Alpha and Omega Pest Control	Cantu Pest Control	Knowledgeable Pest Control llc	Longhorn Termite & Pest Control Inc.
Price	50.00	21.92	27.71	44.86	50.00
	Price	\$62,886.00	\$49,740.00	\$30,720.00	\$27,564.00
References, Experience and Qualifications	30.00	30.00	30.00	15.00	5.00
Project Approach	20.00	20.00	20.00	5.00	5.00
Total	100.00	71.92	77.71	64.86	60.00



Team Member Scoring Sheet

Date of Evaluation: 9/30/2026

26-169 Hauling Services for Operations Construction

Technical Quality Criteria	Total Points Available	DCT Trucking	J. Ruedas Trucking, LLC	Lone Star Trucking and Excavation	Mad Monkey Industries LLC
Price	50.00	43.35	26.35	50.00	28.54
	Price	\$710,210.00	\$1,168,700.00	\$615,815.00	\$1,078,800.00
Experience and Qualifications	30.00	30.00	30.00	30.00	23.75
References	20.00	20.00	20.00	20.00	15.75
Total	100.00	93.35	76.35	100.00	68.04

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: October 20, 2026

SUBJECT: Consider Approval of Contract Amendment with Kleinfelder, Inc. to Provide Additional Construction Materials Inspection and Testing Services for Section 19-2 Part A of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$454,435** with Kleinfelder, Inc. (Kleinfelder) to provide additional Construction Materials Inspection and Testing (CMIT) Services for the Section 19-2 Part A (PL192A) Pipeline Project of the Integrated Pipeline Program. The current contract amount is \$2,757,150 and the revised not-to-exceed contract amount, including this change order, will be \$3,211,585.

DISCUSSION:

On June 18, 2024, the District executed a not-to-exceed contract with Kleinfelder in the amount of \$947,790 to provide CMIT Services for IPL Opencut Contract Section 19-2 Part A (PL192A). This contract was amended in August 2025 to provide additional CMIT services in an amount not to exceed \$67,360 for the LP1 High Voltage Substation. The contract was amended again in April 2026 to provide additional CMIT services for the Lake Palestine Pump Station Package 2 Project in an additional not-to-exceed amount of \$1,742,000.

This third proposed amendment in the amount of \$454,435 is for additional CMIT work required to match the extended schedule, which was granted to the contractor for the PL192A project. The PL192A schedule extended due to redesign of various creek crossings. The creeks required redesign, as the field conditions in 2025 differed dramatically from the original survey in 2013 and 2014. This revision was Contract Amendment 02 (CA02) dated 05/15/2026, which added 516 days to overall schedule of project.

The proposed CMIT services include soil classification and proctor testing, soil density testing, flowable fill strength testing, concrete strength testing and cellular grout strength. The revised total contract value, including this proposed amendment, will be \$3,211,585 as follows:

IPL CMIT – Soil, Flowable Fill and Concrete

Date	Services	Amount
06/18/2024	PL192A - CMIT	\$ 947,790
08/05/2025	LP1HV – CMIT	\$ 67,360
04/21/2026	LP1 – CMIT	\$ 1,742,000
10/20/2026	PL192A – Additional CMIT	\$ 454,435
Total		\$ 3,211,585

Recommendation by Staff and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on October 14, 2026.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Charles Cameron

COPY: Coy Veach, Matt Gaughan, Shelly Hattan

DATE: October 5, 2026

SUBJECT: Recommendation for Approval of a Contract Amendment with Kleinfelder, Inc for Construction Materials Inspection and Testing Services for Section 19-2 Part A (PL192A) Project of the Integrated Pipeline Project

On June 18, 2024, the District executed a contract with Kleinfelder to provide IPL CMIT Services for the IPL Sections 19-2 Part A (PL192A) of the Integrated Pipeline Project in a not-to-exceed amount of \$947,790.00. The contract was amended in August 2025 for additional services for LP1 High Voltage Substation in a not-to-exceed amount of \$67,360.00. The contract was further amended in April 2026 for additional services for LP1 Pump Station Package 2 in the amount of \$1,742,000.00.

This third proposed amendment in the amount of \$454,435.00 is for CMIT Services for additional services for the Section 19-2 Part A project. These CMIT services include soil and concrete testing. These additional services are required due to the extended schedule required on project. The total contract amendment value, including this proposed amendment, will be \$3,211,585.00.

Fee Summary

Kleinfelder, Inc.

Construction Materials Inspection and Testing (CMIT) Services for Section 19-2
Part A (PL192A) of the Integrated Pipeline Project

Task No.	Description	Estimated Fee
Basic Services		
1.00	Section 19-2 Part A - Soil and Concrete CMIT – Additional Field and Lab Services	\$ 356,935.00
2.00	Section 19-2 Part A - Soil and Concrete CMIT – Additional Office Project Support	\$ 68,200.00
Total Basic Services		\$ 425,135.00
Special Services		
9.99	Section 19-2 Part A - Soil and Concrete CMIT – Special Services	\$ 29,300.00
Total Special Services		\$ 29,300.00
Total This Amendment		\$ 454,435.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: October 20, 2026

SUBJECT: Consider Approval of Contract with BAR Constructors, Inc. for Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Construction

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$107,110,641** with BAR Constructors, Inc. for Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Construction.

DISCUSSION:

The Cedar Creek Section 4 Pipeline from the Trinity River to the Cedar Creek Lake Pump Station, built more than 50 years ago and at its end of useful life, has historically encountered joint end failures not able to be detected by electromagnetic condition assessment technologies. A pipeline break in this flood prone area coinciding with a long-term flood could halt operations for months until waters recede and repairs can begin. Upsizing the new pipeline to 90-inch from its current 72-inch diameter will also increase the flow capacity of the District's Cedar Creek pipeline.

The Cedar Creek Section 4 Phase 1 project includes construction of a parallel 90-inch spiral-welded steel pipeline and the abandonment of over eight miles of the existing 72-inch prestressed concrete cylinder pipe. Improvements at the Cedar Creek Lake Pump Station include replacing the existing pump discharge header piping outside the building, installing two venturi flow meters, installing two owner furnished butterfly valves, removing electrical and instrumentation equipment from the chemical feed rooms, demolishing the existing chlorine and ammonia tanks, constructing a water quality analyzer building, and relocating sodium hydroxide feed equipment to a new room. The project also includes installing two monolithic isolation joints at the Cedar Creek Booster Pump Station in Ennis. The contractor will install the new parallel Cedar Creek pipeline primarily in an open trench. Trenchless construction includes three new tunnels. Construction also includes the installation of a new cathodic protection system for corrosion prevention.

Competitive Sealed Proposals were solicited per Texas law, and four compliant proposals were received. The District evaluation team determined BAR Constructors, Inc. submitted the proposal providing the best value, and lowest cost, to the District. The Design Engineer's supporting recommendation is also attached.

This item was reviewed by the Construction and Operations Committee on October 14, 2026.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director



13155 Noel Road, Suite 200
Dallas, TX 75240
o. 214.638.0500
stvinc.com

October 2, 2026

Tarrant Regional Water District
808 E. Northside Drive
Fort Worth, Texas 76102

Attention: Rebecca Crosson

Dear Ms. Crosson,

This letter provides the bid results of the bid opening held on September 25, 2026, as well as the final proposal scoring determined by the Tarrant Regional Water District (TRWD) personnel and Construction Management (CM) Team. The Engineer's estimate for this project was \$ 129,303,558.05. The bid and scoring results are as follows:

Criteria	Points	BAR Constructors, Inc.	Harper Brothers Construction	McKee Utility Contractors LLC	SJ Louis Construction of Texas LTD
Base Bid		\$107,110,641.00	\$122,349,798.00	\$113,500,000.00	\$123,325,991.03
A. Proposed Contract Price & Time	40	40	34.6	37.4	34.2
B. Contractor's Approach	20	17.0	20.0	18.0	17.0
C. Experience /Past Performance of Contractor	20	20.0	18.0	19.0	17.0
D. Experience /quals of key personnel	20	20.0	17.0	19.0	17.0
Total	100.0	97.0	89.6	93.4	85.2

All contractors that submitted offers have successfully completed projects of similar scope and size for TRWD and other water utilities in the recent past. Calls were made to check references for each offeror. Four bids were received, with two bids in the lower range. The low bid was not more than 10% less than the next bidder, so no letter of bid confirmation was needed. In addition, a clarifying request for Key Personnel in charge of the Facility work was made to the low bidder. A resume for that person was provided.



13155 Noel Road, Suite 200
Dallas, TX 75240
o. 214.638.0500
stvinc.com

An online interview was held with BAR Constructors on 10/02/2026 to obtain more in depth detail on the approach for the project. TRWD requested BAR to review and confirm the number of calendar days for Substantial and Final Completion. BAR requested to update the Substantial Completion days to reflect 670 days with a final completion of 700 days. Following the receipt of the requested information, scoring of all offerors was completed to determine the best value for TRWD.

Based on the interview with BAR Constructors, they showed an excellent understanding of the project and their proposed approach included lessons learned from pipe installation in areas of poor soils, similar to what will be experienced on this project.

Therefore, STV recommends that BAR Constructors, Inc be awarded the contract for the proposed price of one hundred and seven million, one hundred and ten thousand, six hundred and forty-one dollars (\$107,110,641.00).

If you have any questions concerning this recommendation, please contact me at beth.kochur@stvinc.com or 214.589.6934.

Sincerely,

A handwritten signature in blue ink that reads 'Beth A. Kochur'.

Beth A. Kochur, P.E.
Senior Project Manager

Cc: Courtney Jalbert (TRWD)
Alisa Gruber (STV)

Cedar Creek Section 4 Pipeline Replacement and CC1 Lake Pump Station Improvement

Offeror Selection Worksheet

Tabulation of Scoring

Owner's Construction Budget		\$ 129,000,000.00				
Contract Substantial Completion Date		April 30, 2029				
Contract Final Competion Date		July 30, 2029				
Lowest Proposed Contract Price		\$107,110,641.00				
Highest Proposed Contract Price		\$ 123,325,991.03				
Lowest Adjusted Contract Price		\$ 107,110,641.00				
Criteria	Criteria	Points	BAR Constructors, Inc.	Harper Brothers Construction	McKee Utility Contractors LLC	SJ Louis Const of Texas LTd
A	Proposed Contract Price and Contract Time		\$ 107,110,641.00	\$ 122,349,798.00	\$ 113,500,000.00	\$ 123,325,991.03
	Difference between amount offered and low offer		\$ -	\$ 15,239,157.00	\$ 6,389,359.00	\$ 16,215,350.03
	Proposed Substantial Completion Contract Days	40	670	860	750	910
	Adjusted Contract Days		670	860	750	910
	Cost related to Adjusted Substantial Completion		\$ -	\$ 1,576,000.00	\$ 952,000.00	\$ 1,864,000.00
	Adjusted Contract Price		\$ 107,110,641.00	\$ 123,925,798.00	\$ 114,452,000.00	\$ 125,189,991.03
	Point Value		40.0	34.6	37.4	34.2
B	Contractor's Approach to the Project	20	17.0	20.0	18.0	17.0
C	Experience/past performance of Offeror	20	20.0	18.0	19.0	17.0
D	Experience and qualifications of proposed key personnel	20	20.0	17.0	19.0	17.0
Total Points			97.0	89.6	93.4	85.2
Notes						
1						

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: October 20, 2026

SUBJECT: Consider Approval of Contract Amendment with STV Group, Inc. for Engineering Services Related to Construction Phases for the Cedar Creek Section 4 Phase 1 Pipeline Replacement from the Trinity River to the Cedar Creek Lake Pump Station

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in the amount of \$1,574,751** with STV Group, Inc. for construction phase engineering services. The current contract amount is \$5,666,843 and the revised not-to-exceed contract amount, including this contract amendment, will be \$7,241,594.

DISCUSSION:

In August of 2024 the District awarded an engineering design services contract to STV Group, Inc. for a new parallel 90-inch spiral welded steel pipe for approximately 8.6 miles from the Trinity River to the Cedar Creek Lake Pump Station. This project will improve the District's ability to deliver water supply to customers, both in terms of reliability and capacity as the Cedar Creek pipeline continues to be upsized from its current 72-inch diameter over time. This project also includes improvements to the existing Cedar Creek Lake Pump Station header piping, chemical building improvements, and installation of two monolithic isolation joints at the Cedar Creek Booster Pump Station in Ennis.

The current scope with STV Group, Inc. includes preliminary design investigations, final design plans and specifications, through procurement phase services. This amendment will extend services into construction and include engineering construction phase services such as project management, technical submittal reviews, site visits, start up, testing, and commissioning activities over the expected twenty-four months of construction.

These engineering services during construction will take place over the next two years with construction activities planned to begin early 2027. Attached is the scope of services to be provided by STV Group, Inc. for this amendment, along with the fee summary.

This item was reviewed by the Construction and Operations Committee on October 14, 2026.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director



EXHIBIT "A-2"

Scope of Work – Engineering Services for Cedar Creek Section 4 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements

Amendment No. 2 – Construction Phase Services

OCTOBER 2026

1.0 Cedar Creek 4 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Background.

Tarrant Regional Water District (TRWD) is currently in the process of replacing portions of the Cedar Creek Pipeline (CCPL) to address integrity issues and to increase capacity to meet future needs. The Cedar Creek Section 4 Pipeline Replacement Project (CCRPL-4) consists of the replacement of eight (8) miles of pipeline from the Cedar Creek Pump Station to a location just east of the Trinity River crossing as shown in Figure 1-1.



H. Structural and architectural modifications to the existing chlorine building

I. Installation of two (2) Monolithic Isolation Joints (MIJ) at the Ennis Pump Station (CC2)

TRWD anticipates bidding this project in September 2026. Construction is anticipated to extend for a two (2) year period in conjunction with the new Electrical Building project (designed by CDM Smith) at the CC1 site. This project will need to be completed and ready for operation prior to the finalization of the Electrical Building project so that the pipeline can be utilized for the start-up testing of the pump station.

2.0 ABBREVIATIONS AND ACRONYMS

To clarify the scope of services, the following definitions, abbreviations, and/or acronyms are referenced herein.

STV	STV, Inc which may also be referred to herein as either the Consultant or ENGINEER
CCPL	Cedar Creek Pipeline
CCRPL	Cedar Creek Pipeline Replacement
CCRPL-4	Cedar Creek Section 4 Pipeline Replacement
CC1	Cedar Creek Lake Pump Station
CC2	Ennis Booster Pump Station
CD	Construction Documents
CID	Construction ID
CM	Construction Manager
ESDC	Engineering Services During Construction
In	Inches
IPL	Integrated Pipeline Project
IFB	Issued for Bid
IFC	Issued for Construction
LOW	Low-Capacity System Operation
MGD	Million Gallons per Day
OPCC	Opinion of Probable Construction Cost
OPT	Owner's Project Team
PMIS	Project Manager Information System
PSI	Pounds per square inch
QA	Quality Assurance
RFI	Request for Information
ROW	Right-of-Way
SOW	Scope of Work
TRWD	Tarrant Regional Water District, OWNER or the District
TxDOT	Texas Department of Transportation
USACE	United States Army Corp of Engineers

3.0 BASIC SERVICES

Amendment 2 includes services related to Construction Phase Services for the Cedar Creek 4 Pipeline Replacement and Cedar Creek Lake Pump Station Improvement Project. These services during construction are limited to providing technical interpretation of the Construction Documents (CDs) and evaluating design-related questions. The ENGINEER shall not be responsible for construction management, contract administration, or field oversight. The ENGINEER's review of submittals, RFIs, and change orders is intended solely to evaluate conformance with the design intent of the CDs and does not include responsibility for construction means and methods, sequencing, safety, or contractor performance.

3.1 Construction Phase Services

3.1.1 Project Management Services

STV shall provide the following services:

- A. Perform project management services during the construction phase of the project. Project management will be provided for activities which shall include, but not necessarily be limited to:
 - 1. Developing and implementing a construction phase management plan;
 - 2. Tracking and managing internal schedules of work;
 - 3. Monitoring and addressing issues related to the scope of work; budget and deliverables;
 - 4. Preparing and processing progress/monthly billings;
 - 5. Providing labor resources necessary to fulfill scoped work;
 - 6. Providing updates to the TRWD and Contractor at progress meetings and/or intervals as outlined herein.

STV shall not have authority or responsibility for safety precautions to the Contractor's work or failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. It is assumed that Project Management activities will occur over the full duration of construction. An estimated construction duration of 24 months from Notice to Proceed is assumed.

- B. Pre-Construction Conference – Prior to the Pre-Construction Conference, STV will participate in up to one meeting (2-hour long meeting, plus travel time) with OPT (Owner, Engineer, and CM) and be prepared to discuss agenda. STV will participate in the Pre-Construction meeting (2-hour long meeting plus travel time) and be prepared to discuss submittals and shop drawing requirements. Meetings will be conducted by the Construction Manager (CM) and Contractor.
- C. Monthly Progress Construction Meetings – STV will participate in monthly project progress/coordination meetings (up to twenty-four 2-hour long each, 12 in-person and 12 to be attended virtually) and be prepared to discuss status of submittals and proposed contract

modifications with the OPT and Contractor at designated meeting sites which are assumed to vary from month-to-month. Meetings will be conducted by the CM/Contractor.

- D. Project Closeout – STV will provide TWDB grant documentation if required for Project Closeout. It is assumed that 4 hours for the Project Manager, 8 hours for a Project Engineer, and 8 hours for an EIT to provide assistance if needed.

3.1.2 Cedar Creek Pipeline Section 4 (CCRPL4) Pipeline Related Activities

- A. Site Visits (Pipeline) – STV will make monthly visits (4-hours long each, plus travel time) to the construction site over the construction period to observe progress of the pipeline construction. During these visits STV will consult with OPT concerning problems and progress of the pipeline work. STV will review quality of the work and attempt to determine in general if the work is proceeding according to the CDs. In this effort, STV will endeavor to protect TRWD against defects and deficiencies in the work of the Contractor and will report any observed deficiencies to the CM. In addition, up to six separate site visits (4-hours long each, plus travel time) will be made to resolve field problems relating to pipeline construction as required based upon the need. STV will document observations during the site visit and any construction deficiencies observed. Site visits will include 1 Senior Engineer or 1 Project Engineer and 1 EIT.
- B. Submittal Review (Pipeline) – STV will review and comment on pipeline related submittals furnished by the Contractor. Shop drawings, samples, record data, operations and maintenance manuals and other submittals specified in CDs will be assigned and made available to STV by the CM.
 - 1. STV's review shall be for general conformity to the requirements of the CDs and shall not relieve the Contractor or Manufacturers of any contractual responsibilities.
 - 2. Reviews shall not extend to construction means and methods, or to safety precautions.
 - 3. STV shall maintain a log of all submittals. The log shall include the submittal number, title, date received, review comments, date returned, date resubmitted, etc., and will be kept in the PMIS.

The level of effort to review CCRPL4's submittals is based on review of up to:

- 1. 80 pipeline submittals requiring an average of 9-hours review time per submittal
 - 2. 38 re-submittals requiring an average of 4.5-hours review time per re-submittal
- C. Schedule of Values (Pipeline) – STV will coordinate with OPT regarding revisions to the Schedule of Values related to CD changes through Change Orders and Field Orders. The CM is responsible for the detailed review of the initial schedule of values. STV will review and provide comments on the Contractor's initial Schedule of Values and subsequent revisions associated with Change Orders, Field Orders, and monthly progress payment reviews
 - D. Field Orders and Change Orders (Pipeline) – STV will review and evaluate changes to the contract, including change orders and field orders (up to ten (10) proposed contract changes). This Task requires STV to:
 - 1. Prepare supporting data and provide other services (including revisions to CDs).

2. Evaluate the cost and scheduling aspects of all change orders.
 3. Coordinate with OPT for evaluation and agreement on proposed changes during construction.
- E. Review Lab/Material Testing Reports (Pipeline) – CM will evaluate compaction testing reports for compliance with contract documents. CM will alert Engineer to any concerns with compaction of the pipeline. If required, Engineer will make recommendations for re-work in areas not meeting the contract documents.
- F. Request for Information (RFI) Review (Pipeline) – STV will interpret the drawings and specifications and respond when requested by OPT. As part of RFI reviews, STV will provide design clarifications and recommendations to OPT in resolving field problems relating to the construction.
1. RFIs will normally be generated by the construction contractor when a situation or condition is anticipated or encountered in the field that may not be fully addressed in the construction Contract Documents.
 2. STV's response to RFI's concerning proposed modifications or unforeseen conditions will only address the technical and design aspect of the issue.
 3. CM will maintain an RFI log to be kept in the PMIS. The log will include the date of the request, a brief description, reviewer, and date of response. The RFI response level of effort is based on review of:
 - a. Up to twenty (20) RFIs for the pipeline at an average review time of 6-hours per RFI, are assumed (site visits associated with RFI reviews are included in 3.1.2.A – Site Visits)
 - b. If CAD revisions to drawings are necessary to be issued with the RFI response, an additional 70 hours for CAD has been budgeted.
- G. Prove-out Testing of Embedment Material for Open-Cut Pipeline Construction
1. STV will attend prove-out testing with the CM/Contractor and materials testing lab to verify pipe installation quality and witness material installation and compaction procedures to achieve required installation quality. Level of effort assumes two 8-hour days for each crew, two crews assumed for a total of four 8-hour days total.
- H. Performance Test Review (Pipeline)
1. CM will witness the hydrostatic testing and report the results and conclusions to the Engineer for review. Level of effort assumes one (1) senior engineer.
- I. Substantial Completion Inspection (Pipeline)
1. Upon substantial completion, work with the CM to inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Assumed 3 days with 1 Senior Engineer and 1 EIT for field walk through, plus 2 hours of Senior

Engineer and 8 hours of EIT for office time. Submit results of the inspection to the OPT and the CM. Consultant will prepare substantial completion certificate once work is determined to be substantially complete per the contract documents.

J. Final Inspection (Pipeline)

1. Upon completion or correction of the items of work on the punch-list, conduct a final inspection with the OPT and CM to determine if the work is completed. Assumed 1 day with 1 Senior Engineer and 1 EIT to confirm completion of punchlist, plus 2 hours for Senior Engineer and 4 hours for EIT for office time. Provide written recommendations concerning final payment to the District, including a list of items, if any, to be completed prior to making such payment. Consultant will prepare final completion certificate once work is determined to be complete per the contract documents.

K. Record Drawings (Pipeline)

STV will prepare Record Drawings upon completion of the Project. STV will revise the CDs to conform to the construction records.

1. Within 45 calendar days of receipt of construction contractor's "as-built" drawings, STV will prepare and submit the Record Drawings to the CM.
2. The Record Drawings will become the property of TRWD and will show significant changes made in the Work by the construction contractor during the construction of the Project.
3. Record Drawings will be prepared based on the IFC CDs. STV will prepare the record documents based solely upon the marked-up "as-built" drawings, field orders, change orders and other pertinent data furnished by the CM/Contractor.
4. STV will submit an electronic version (.pdf and CAD files) of the Record Drawings

3.1.3 Cedar Creek Lake Pump Station (CC1) Facility Related Activities

- A. Site Visits (Facilities) – STV will make facility visits (4-hours long each, plus travel time) to the construction site over the construction period to observe progress of the facility construction. During these visits STV will consult with OPT concerning problems and progress of the facility work. STV will review quality of the work and attempt to determine in general if the work is proceeding according to the CDs. In this effort, STV will endeavor to protect TRWD against defects and deficiencies in the work of the Contractor and will report any observed deficiencies to the CM. These visits will include the following:

1. Up to 6 visits for a Senior Electrical Engineer
2. Up to 6 visits for a Senior I&C Engineer
3. Up to 2 visits for a Senior HVAC Engineer
4. Up to 8 visits for a Senior Process Engineer
5. Up to 6 visits for a Senior Structural/Senior Architect.

- B. Submittal Review (Facilities)– STV will review and comment on facility related submittals furnished by the Contractor. Shop drawings, samples, record data, operations and maintenance manuals and other submittals specified in CDs will be assigned and made available to STV by the CM.
1. STV's review shall be for general conformity to the requirements of the CDs and shall not relieve the Contractor or Manufacturers of any contractual responsibilities. Reviews shall not extend to construction means and methods, or to safety precautions.
 2. The CM shall maintain a log of all submittals. The log shall include the submittal number, title, date received, review comments, date returned, date resubmitted, etc., and will be kept in the PMIS.

The level of effort to review facility submittals is based on review of up to:

1. 135 facility submittals requiring an average of 9-hours review time per submittal
 2. 62 re-submittals requiring an average of 4.5-hours review time per re-submittal
- C. Schedule of Values (Facility) – STV will coordinate with OPT regarding revisions to the Schedule of Values related to CD changes through Change Orders and Field Orders. The CM is responsible for the detailed review of the initial schedule of values. STV will review and provide comments on the Contractor's initial Schedule of Values and subsequent revisions associated with Change Orders, Field Orders, and monthly progress payment reviews
- D. Field Orders and Change Orders (Facility) – STV will review and evaluate changes to the contract, including change orders and field orders (up to twenty (20) proposed contract changes). This Task requires STV to:
1. Prepare supporting data and provide other services (including revisions to CDs).
 2. Evaluate the cost and scheduling aspects of all change orders.
 3. Coordinate with OPT for evaluation and agreement on proposed changes during construction.
- E. Request for Information (RFI) Review (Facility) – STV will interpret the drawings and specifications and respond when requested by OPT. As part of RFI reviews, STV will provide design clarifications and recommendations to OPT in resolving field problems relating to the construction.
1. RFIs will normally be generated by the construction contractor when a situation or condition is anticipated or encountered in the field that may not be fully addressed in the construction Contract Documents.
 2. STV's response to RFI's concerning proposed modifications or unforeseen conditions will only address the technical and design aspect of the issue.
 3. The CM will maintain an RFI log to be kept in the PMIS. The log will include the date of the request, a brief description, reviewer, and date of response. The level of effort is based on review of up to:

- a. Up to forty (40) RFIs for the facility at an average review time of 6-hours per RFI, are assumed (site visits associated with RFI reviews and progress review for facility items are included in 3.1.3.A – Site Visits)
- b. If CAD revisions to drawings are necessary to be issued with the RFI response, an additional 170 hours for CAD has been budgeted.

F. Performance Test Review (Facility)

1. STV will witness the functional testing of individual process components and report the results and conclusions to the Engineer for review. Level of effort assumes:
 - a. Up to 4 visits for a Senior Electrical Engineer
 - b. Up to 4 visits for a Senior I&C Engineer
 - c. Up to 2 visits for a Senior HVAC Engineer
 - d. Up to 4 visits for a Senior Process Engineer

G. Substantial Completion Inspection (Facility)

1. Upon substantial completion, work with the CM to inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Assumed 1 day with 4 Senior Engineers and 1 EIT for field walk through, plus 4 hours of Senior Engineer and 8 hours of EIT for office time. Submit results of the inspection to the OPT and the CM. Consultant will prepare substantial completion certificate once work is determined to be substantially complete per the contract documents.

H. Final Inspection (Facility)

1. Upon completion or correction of the items of work on the punch-list, conduct a final inspection with the OPT and CM to determine if the work is completed. Assumed 1 day with 4 Senior Engineers and 1 EIT to confirm completion of punchlist, plus 4 hours for Senior Engineer and 8 hours for EIT for office time. Provide written recommendations concerning final payment to the District, including a list of items, if any, to be completed prior to making such payment. Consultant will prepare final completion certificate once work is determined to be complete per the contract documents.

I. Start-Up (Facility)

1. At OPT request, assist CM in periodic monitoring of the Contractor's startup, testing, and commissioning activities. Level of effort assumes assistance for 4 Senior Engineers for three (3) 8-hour days, plus travel time.

J. Record Drawings (Facility)

STV will prepare Record Drawings upon completion of the Project. STV will revise the CDs to conform to the construction records.

1. Within 45 calendar days of receipt of construction contractor's "as-built" drawings, STV will prepare and submit the Record Drawings to the CM.
2. The Record Drawings will become the property of TRWD and will show significant changes made in the Work by the construction contractor during the construction of the Project.
3. Record Drawings will be prepared based on the IFC CDs. STV will prepare the record documents based solely upon the marked-up "as-built" drawings, field orders, change orders and other pertinent data furnished by the CM/Contractor.
4. STV will submit an electronic version (.pdf and CAD files) of the Record Drawings

Deliverables:

- A. Record Drawings (Civil 3D CAD drawings in .DWG and .PDF formats)

3.1.4 Ennis Pump Station (CC2) Facility Related Activities

- A. Site Visits (Facilities) – STV will make facility visits (4-hours long each, plus travel time) to the construction site over the construction period to observe progress of the facility construction. During these visits STV will consult with OPT concerning problems and progress of the facility work. STV will review quality of the work and attempt to determine in general if the work is proceeding according to the CDs. In this effort, STV will endeavor to protect TRWD against defects and deficiencies in the work of the Contractor and will report any observed deficiencies to the CM. These visits will include the following:
1. Up to 2 site visits for a Senior Pipeline Engineer
- B. Submittal Review (Facilities)– STV will review and comment on facility related submittals furnished by the Contractor. Shop drawings, samples, record data, operations and maintenance manuals and other submittals specified in CDs will be assigned and made available to STV by the CM.
1. STV's review shall be for general conformity to the requirements of the CDs and shall not relieve the Contractor or Manufacturers of any contractual responsibilities. Reviews shall not extend to construction means and methods, or to safety precautions.
 2. The OPT shall maintain a log of all submittals. The log shall include the submittal number, title, date received, review comments, date returned, date resubmitted, etc., and will be kept in the PMIS.

The level of effort to review facility submittals is based on review of up to:

1. 1 facility submittal requiring an average of 9-hours review time per submittal, includes resubmittal.
- C. Schedule of Values (Facilities)– Not included.
- D. Field Orders and Change Orders (Facility) – Not included.
- E. Request for Information (RFI) Review (Facility) – One (1) RFI will be reviewed for this task. No CAD revisions are anticipated.

- F. Performance Test Review (Facility) – Not included.
- G. Substantial Completion Inspection (Facility) – Upon substantial completion, work with the CM to inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Assumed 4 hours plus travel time with 1 Senior Engineer and 1 EIT for field walk through, plus 1 hour of Senior Engineer and 2 hours of EIT for office time. Submit results of the inspection to the OPT and the CM. Consultant will prepare substantial completion certificate once work is determined to be substantially complete per the contract documents.
- H. Final Completion (Facility)
 - 1. Upon completion or correction of the items of work on the punch-list, conduct a final inspection with the OPT and CM to determine if the work is completed. Assumed 12 hours for site visit, travel time and office time for one Senior Engineer. Provide written recommendations concerning final payment to the District, including a list of items, if any, to be completed prior to making such payment. Consultant will prepare final completion certificate once work is determined to be complete per the contract documents.
- I. Start Up (Facility) – Not included.
- J. Record Drawings (Facility)

STV will prepare Record Drawings upon completion of the Project. STV will revise the CDs to conform to the construction records.

- 1. Within 45 calendar days of receipt of construction contractor's "as-built" drawings, STV will prepare and submit the Record Drawings to the CM.
- 2. The Record Drawings will become the property of TRWD and will show significant changes made in the Work by the construction contractor during the construction of the Project.
- 3. Record Drawings will be prepared based on the IFC CDs. STV will prepare the record documents based solely upon the marked-up "as-built" drawings, field orders, change orders and other pertinent data furnished by the CM/Contractor.
- 4. STV will submit an electronic version (.pdf and CAD files) of the Record Drawings

Deliverables:

- A. Record Drawings (Civil 3D CAD drawings in .DWG and .PDF formats)

3.2 Assumptions

This proposal was developed based on the following assumptions:

- A. STV will provide Engineering Services for Construction Administration over a period of 24 months. If services extend beyond the 24- month period, STV may need additional compensation or approval of additional services budget.

- B. STV will review submittals, Requests for Information and Change Orders as provided by Owner's representative. The OPT will manage all tracking logs for RFI's, submittals, Field Orders and Change Orders.
- C. Construction Management, Daily Inspection, and Pay Application review will be provided by TRWD or their Third Party Construction Manager.
- D. Submittal review times represent average durations. Actual review time may vary significantly depending on the complexity of the submittal, ranging from limited administrative review to complex technical evaluations requiring extended effort.
- E. The number of RFIs is based on typical project conditions and may vary depending on contractor performance, sequencing, coordination between disciplines, and unforeseen field conditions.
- F. Testing activities, including compaction testing and hydrostatic testing, will be performed and managed by the CM and testing laboratory. STV will review test results and provide technical recommendations when requested. Routine observation of testing activities by STV is not included unless otherwise specified.
- G. Engineering support related to differing site conditions, contractor claims, or disputes may require additional services beyond those identified in this scope and may be addressed through the additional services budget or supplemental agreements.
- H. Monitoring of geotechnical instrumentation (e.g., piezometers) installed during design is not included in this scope. Any continued monitoring or decommissioning responsibilities will be performed by the geotechnical consultant or Contractor unless otherwise directed by TRWD.

4.0 ADDITIONAL SERVICES

- A. An Additional Services budget of \$200,000 has been included to cover costs associated with out of scope effort to complete project tasks. This budget is to be used at the discretion of the TRWD for services to be performed by the ENGINEER as authorized in writing by the TRWD. If needed the additional funding will be billed at the same rates as the Basic Services. These may include additional construction engineering services:
 - 1. Additional reviews for submittals and RFI's over the amount estimated in the scope of work.
 - 2. Additional costs due to Contractor not meeting the project schedule for 24 months.
 - 3. Additional site visits over what is included in the scope of work.
 - 4. New design items added at the Owner's discretion based on unknown conditions.

Tarrant Regional Water District		
Cedar Creek Section 4 Raw Water Pipeline Section 4 Fee Estimate (Construction Services) STV 10/5/2026		TASK
		\$ 2,030,595
3.1	Construction Phase Services	
	3.1.1 Project Management Services	\$318,981
	A. Project Management	\$157,988
	B. Pre-Construction Conference	\$20,503
	C.Monthly Progress Construction Meetings	\$129,617
	D.Project Closeout	\$10,872
	3.1.2 Cedar Creek Pipeline Section 4 (CCRPL4) Pipeline Related Activities	\$681,172
	A. Site Visits	\$161,416
	B. Submittal Review	\$186,676
	C. Schedule of Values	\$25,213
	D. Field Orders and Change Orders	\$74,897
	E. Review Lab/Material Testing Reports	\$36,005
	F. Request for Information	\$42,051
	G. Prove Out Testing of Embedment for Open Cut Pipeline Construction	\$30,458
	H. Performance Test Review	\$3,225
	I. Substantial Completion Inspection	\$32,283
	J. Final Inspection	\$20,078
	K. Record Drawings	\$68,869
	3.1.3 Cedar Creek Lake Pump Station (CC1) Facility Related Activities	\$816,992
	A. Site Visits	\$100,333
	B. Submittal Review	\$315,802
	C. Schedule of Values	\$22,369
	D. Field Orders and Change Orders	\$96,271
	E. Request for Information	\$91,667
	F. Performance Test Review	\$60,380
	G.Substantial Completion Inspection	\$31,228
	H. Final Inspection	\$10,135
	I. Start Up	\$46,167
	J. Record Drawings	\$42,639
	3.1.4 Ennis Pump Station (CC2) Facility Related Activities	\$13,450
	A. Site Visits	\$2,798
	B. Submittal Review	\$3,274
	C. Request for Information	\$3,274
	D.Substantial Completion Inspection	\$1,027
E. Final Inspection	\$1,027	
F. Record Drawings	\$2,050	
SS5	ADDITIONAL SERVICES	
	A. Additional Engineering Tasks not covered in Scope (Phase 7)	\$200,000
	REALLOCATION AMOUNT FROM DESIGN PHASE	\$455,844
	TOTAL CONTRACT AMENDMENT	\$1,574,751

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: October 20, 2026

SUBJECT: **Consider Approval of Contract with STV Group, Inc. for Construction Management Services for the Cedar Creek Section 4 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Project**

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$3,748,682** with STV Group, Inc. for construction management services for the Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements project. These construction management services include on-site observation, construction management, resident project representatives, document management, construction administration, start-up and commissioning oversight, and closeout services.

DISCUSSION:

Construction is expected to begin in early 2027 for the Cedar Creek Section 4 Phase 1 project which includes construction of a parallel 90-inch spiral-welded steel pipeline and abandonment of over eight miles of the existing 72-inch prestressed concrete cylinder pipe. Improvements at the Cedar Creek Lake Pump Station include replacing the existing pump discharge header piping outside the building, installing two venturi meters, removing electrical and instrumentation equipment from the chemical feed rooms, demolishing the existing chlorine and ammonia tanks, and relocating sodium hydroxide feed equipment to a new room. The project also includes installing two monolithic isolation joints at the Cedar Creek Booster Pump Station in Ennis and constructing a water quality analyzer building at the Cedar Creek Operations Complex.

With this contract, STV will provide construction management and resident representative services to ensure quality installation during construction, as part of the District's efforts to achieve over one-hundred-year service life in its new pipeline infrastructure installations. Construction is expected to be concluded by early 2029.

Request for Statement of Qualifications was solicited per statute (Texas Government Code Chapter 2254) and ten (10) submittals were received. The evaluation team determined that STV was qualified for this project based on their submittal and past

successful history with the District. The scope and fee for STV's construction management services are attached.

This item was reviewed by the Construction and Operations Committee on October 14, 2026.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director



List of Submitting Firms

RFSOQ 26-076 CONSTRUCTION MANAGEMENT SERVICES

Due Date and Time:	April 21, 2026 at 2:00 PM
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Name of Firm
AECOM Technical Services, Inc.
Black & Veatch
CDM Smith Inc.
DPTV Tango LLC
Freese and Nichols, Inc.
Kimley-Horn and Associates, Inc.
Lina T. Ramey and Associates, Inc.
Pape-Dawson Consulting Engineers, LLC
Pirogue LLC
STV Incorporated



EXHIBIT "A"

Scope of Work – Construction Management Services Cedar Creek Section 4 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements

October 2026

CEDAR CREEK SECTION 4 PIPELINE REPLACEMENT AND CEDAR CREEK LAKE PUMP STATION IMPROVEMENTS BACKGROUND.

Tarrant Regional Water District (TRWD) is currently in the process of replacing portions of the Cedar Creek Pipeline (CCPL) to address integrity issues and to increase capacity to meet future needs. The Cedar Creek Section 4 Pipeline Replacement Project (CCRPL-4) consists of the replacement of eight (8) miles of pipeline from the Cedar Creek Pump Station to a location just east of the Trinity River crossing as shown in Figure 1-1.



Figure 0-1 – Overall CCRP-4 Project Location Map and Replacement Limits

In addition to the pipeline replacement, TRWD has opted to include improvements at the existing Cedar Creek Pump Station (CC1) while the pump station is down for a concurrent electrical project. TRWD has also included improvements on the Ennis Pump Station (CC2). These improvements include items A – H for CC1 and item I for CC2.

- A. The replacement of the existing north and south header pipes into the pump station,
- B. Installation of two (2) 72-inch venturi meters in a single vault,
- C. Demolition of all electrical, safety, and instrumentation components in the existing chlorine, ammonia and caustic feed rooms
- D. Demolition of the existing ammonia and chlorine tanks
- E. Relocate the existing caustic feed skid to a new caustic feed room and install new low- and high-head caustic feed systems integrated within existing infrastructure.
- F. Installation of two (2) monolithic isolation joints
- G. Installation of a new analyzer building

H. Structural and architectural modifications to the existing chlorine building

I. Installation of two (2) Monolithic Isolation Joints (MIJ) at the Ennis Pump Station (CC2)

TRWD anticipates bidding for this project in early fall 2026. Based on the current Project Master Schedule, the active construction phase is assumed to have a duration of approximately twenty-four (24) months, Total duration of this contract will assume 1 month lag between award and contractor NTP as well as 1 month duration after final contractor invoice for project closeout activities, for a total contract duration of twenty-seven (27) months. This project is proceeding in conjunction with the new Electrical Building project (design and Construction Management by others) at the CC1 site. This project will need to be completed and ready for operation prior to the finalization of the Electrical Building project so that the pipeline can be utilized for the start-up testing of the pump station.

SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT SERVICES

I. ABBREVIATIONS AND ACRONYMS

AIS – American Iron and Steel
CC1 – Cedar Creek Lake Pump Station
CC2 – Ennis Booster Pump Station
CM – Construction Manager
CMCO – Construction Management / Construction Observation
CWI – Certified Welding Inspector
DPM – District Project Manager
EOR – Engineer of Record
GIS – Geographic Information System
GPS – Global Positioning System
HVAC – Heating, Ventilation, and Air Conditioning
IBC – International Building Code
IPL.Net – TRWD’s Project Management Information System platform (as referenced)
LOE – Level of Effort
MIJS – Monolithic Isolation Joint System
NTP – Notice to Proceed
OPT – Owner’s Project Team
PCM – Project Construction Manager
PMIS – Project Management Information System
RFI / RFIs – Request(s) for Information
RPR – Resident Project Representative
SOV – Schedule of Values
SOW – Scope of Work
SWPPP – Stormwater Pollution Prevention Plan
TRWD – Tarrant Regional Water District, OWNER or the District
TWDB – Texas Water Development Board
TxDOT – Texas Department of Transportation
USACE – United States Army Corp of Engineers
WAB – Weld After Backfill
WSIG – Water Supply Infrastructure Grant

II. BASIC SERVICES – CONSTRUCTION PHASE SERVICES

This task encompasses the services required for the administration, coordination, observation, and documentation of construction activities performed by the STV, Inc “Consultant” as the Owner’s Construction Manager throughout the construction phase of the Cedar Creek Section 2 Phase 1 Pipeline replacement and Cedar Creek Pump Station (CC1) Improvements Project. The construction phase services are anticipated to extend from the award of the Construction Contract through Substantial Completion, Final Completion, and final invoice approval. Based on the selected Construction Contractor’s submitted Schedule, the active construction phase is assumed to have a duration of approximately twenty-four (24) months, Total duration of this contract will assume 2 month lag between award and contractor NTP as well as 1 month duration after final contractor invoice for project closeout activities, for a total contract duration of twenty-seven (27) months.

A. Project Management

1. Project Meetings

a. Weekly project coordination meetings (1 per week).

- 1) Consultant’s internal project team meeting to coordinate upcoming work assignments and prioritize work activities to support critical path operations or emergent field conditions.

2. Project Administration

- a. Owner monthly project status updates: Prepare and submit a monthly invoice and a high-level bulleted monthly project status report for the duration of active services. Track documents and transmittals to the Owner and update the District Project Manager (DPM) on outstanding items requiring Owner input, with priority given to critical path and major risk items.
- b. Prepare and submit a monthly project status report and invoice for the duration of active services.
- c. Preparation of consultant contract amendments, as required.
- d. Support DPM with preparation of Board Packets for consultant contract amendments, as required.

3. Develop and maintain STV health and safety plan and perform periodic internal safety audits.

4. Resource Management

Consultant will provide Construction and Document Management Services during the construction phase of the Project. These duration of these services is based on the thirty (33) month construction duration reflected in the Engineer of Record (EOR’s) current master schedule.

a. Construction Management

- 1) Construction Manager (CM): One (1) Construction Manager (CM) to be engaged half-time to serve in an oversight and advisory capacity to the Owner throughout the construction phase, providing independent review and guidance to support effective project delivery. The CM shall oversee the activities of the Project Construction Manager (PCM), and Resident Project Representatives (RPR), perform periodic evaluations of construction progress and contract administration practices, and provide senior-level technical and contractual support to the Owner. The CM shall lead or assist in the resolution of complex or escalated project issues, including review of change orders, critical RFIs, and potential claims-related matters, and support risk mitigation and decision-making processes.
- 2) Project Construction Manager (PCM): One (1) on-site PCM to be engaged full-time during periods of concurrent major construction activity or other critical phases requiring daily management presence. During lower activity periods,

startup, punch list, or closeout, the PCM level of effort may transition to part-time or shared coverage, subject to Owner approval and project needs.

- 3) Document Manager (DM): One (1) Document Manager to be engaged part-time to perform services described in Section II.B
- 4) Full Time RPR: One (1) Pipeline RPR to be engaged full-time to perform services described in Section II.D.4

b. Initial Staffing Alignment

Develop a Project Staffing Plan identifying key personnel, organizational structure, lines of authority, and integration points between Consultant staff and TRWD-provided resources and to confirm roles and responsibilities.

- 1) Define clear interfaces between Consultant and TRWD staff for:
 - Field observation coverage
 - Submittal/RFI workflows
 - PMIS administration and document control
 - Landowner coordination and communications
- 2) Coordinate with TRWD to ensure that roles of Consultant personnel and TRWD staff are complementary and do not result in duplication of effort or gaps in coverage
- 3) Notify the District if the project requires additional TRWD RPR resources.

B. Document Management / Construction Administration

IPL.Net will be utilized as the Project Management Information System (PMIS) for this project. TRWD will configure the PMIS project site to support the Owner, Engineer, and Contractor(s), including user setup, and metadata conventions. The Owner will provide training, as needed, on the selected PMIS to Owner and Project Team staff and support ongoing onboarding for Contractor and consultant personnel requiring access to the system. Consultant's document management and administration services will include the following.

1. Document Management and Control

- a. Utilize the selected PMIS (IPLNet) to receive, route, track, and log Contractor communications, submittals, RFIs, change orders, pay applications, testing reports, permits, and citizen complaint / resolution records; communicate status of reviews to the Contractor; store and maintain logs and controlled forms/templates required for administration of the Work, and notify the DPM, Contractor, and EOR of time-critical issues requiring prompt action.
- b. Perform high level reviews of up to 216 submittals, 100 resubmittals, and 61 RFIs for Administrative Completeness prior to routing to reviewers/responders. Administrative review shall include completeness, format, and coordination review only and shall not constitute technical or design approval.
- c. Update existing design-phase risk register and maintain it in coordination with the Contractor, Owner, and EOR throughout the construction phase of the project.
- d. Maintain records of decisions, actions, and activities related to construction operations using the selected PMIS and supporting tracking logs.
- e. Assemble and maintain notes, comments, sketches, photos, and supporting data necessary to facilitate review of drawings and their conformance to record conditions. Review Contractor recordkeeping periodically to observe and report on completeness, timeliness, and closeout readiness.
- f. Capture critical project correspondence, especially as relates to Scope, Schedule, and Budget topics, for project record in the PMIS.
- g. Maintain electronic project records in a manner consistent with TRWD document control expectations and records retention requirements applicable to project records maintained in the PMIS.

- h. Attend Weekly Project Coordination Meetings (defined under II.A.1.a)
- i. Provide final project documentation in organized electronic form as part of project closeout.

C. Construction Management

This task encompasses services required to perform construction management tasks as the Owner's representative during construction. The construction management task shall extend from the time the Construction Contract is awarded, through final invoice approval. Construction management effort is based on a two (2) month procurement period (between Contractor award and NTP), an anticipated duration of twenty-four (24) months construction period, and a one (1) month closeout period.

1. General Construction Management

- a. Provide on-site construction management to represent the Owner and provide oversight of Contractor activities in accordance with the staffing assumptions described under Resource Management. Coordinate and align staffing resources between Consultant and the District to support effective execution of CM and RPR services.
- b. Serve as liaison between the Owner's Project Team, EOR, and construction contractor(s) throughout the construction phase of the Project.
- c. Manage on-site inspection staff to facilitate observation and documentation of production work activities in a timely and consistent manner.
- d. As field problems arise, notify and consult with the EOR and DPM regarding proposed solutions. Coordinate implementation of agreed actions and maintain documentation of resulting decisions.
- e. Notify the DPM and EOR of any failure of the Contractor to take measures necessary to repair or bring work into compliance with the Contract Documents.
- f. Immediately notify the DPM and EOR in the event of an on-site accident and confirm that the Contractor follows emergency response, reporting, and documentation requirements established by the Contract Documents and applicable law.
- g. Review record documents / as-built documentation monthly as part of the pay application review process, including verification that markups, redlines, and turnover documentation are being maintained current by the Contractor.
- h. Schedule pre-activity meetings with Owner staff, the Contractor, and other stakeholders, as appropriate, to document action plans for major work operations and minimize impacts to Owner operations and third parties.
- i. Review Contractor stored material logs to verify quantities requested and document that the storage conditions meet the project specifications.
- j. Record weather conditions on the jobsite daily as part of inspector daily reports.
- k. Coordinate the Work of Contractor(s) with external agencies, utility companies, adjacent projects, and Owner operations to support outages, deliveries, parking, street closures, access control, and stakeholder notifications, as applicable to the Project.
- l. Observe and report on construction conformance with permits and approvals applicable to the Project, such as municipal permits, United States Army Corps of Engineers (USACE) permits, Texas Department of Transportation (TxDOT) permits, county permits, utility encroachment agreements, railroad agreements, and other third-party approvals identified in the Contract Documents
- m. Provide onsite observation and documentation of final restoration, SWPPP compliance, punch list closeout, and demobilization activities between substantial and final completion. The fee basis assumes one inspector supporting final completion activities over an approximate three (3) month duration.

2. Preconstruction Coordination

- a. Coordinate with the District Project Manager (DPM), Owner's Project Team (OPT), EOR, and Owner stakeholders to establish a construction administration framework before active field work begins.
 - b. Schedule and conduct preconstruction meeting with Contractor and project team; prepare agenda, record minutes, and distribute action items. Agenda topics will include key milestone dates, PMIS use requirements, pay application procedures, schedule requirements, public notification expectations, utility coordination, permitting, property owner coordination, traffic control, safety expectations, startup/commissioning planning, and risk items requiring early resolution
 - c. Schedule and conduct a preconstruction coordination meeting with the Owner-selected third-party construction materials testing laboratory and the Contractor(s) to outline expectations, communication protocols, frequency of tests, reporting timelines, and coordination of field observations
- 3. Contract Administration
 - a. Scope Management
 - 1) Review Contract Documents, technical specifications, and bid requirements to establish a clear interpretation of Contractor scope.
 - 2) Manage and coordinate Contractor-related scope for consistent interpretation, execution, and enforcement of the Contract Documents, while aligning responsibilities between Consultant and Owner.
 - b. Change Management
 - 1) Coordinate with the EOR and Owner to issue up to 10 requests for proposals or other change documentation in a timely manner through the selected PMIS.
 - 2) Review Contractor proposals for changes in the Work with the DPM and EOR for scope, merit, cost, time, and consistency with the Contract Documents. Document in PMIS in accordance with Section 1.C Document Management.
 - 3) Review EOR recommendations on technical matters from the perspective of the Owner's construction administration and contract management interests.
 - 4) Evaluate Contractor proposals for merit, cost, time, accuracy, and fairness in price. Negotiate with Contractor(s) on the Owner's behalf when requested by the Owner and within the authority granted by the Owner.
 - 5) Prepare up to 10 change orders, work directives, or other contract modification documentation, including supporting narratives, quantity backup, and signature routing, for delivery to the Owner.
- 4. Schedule Management
 - a. Review Contractor baseline schedules for logic, sequencing, long-lead procurement impacts, and adherence to project milestones and Owner constraints.
 - b. Conduct monthly review of schedule updates as part of the pay application review process and monitor and document consistency between schedule narrative, progress reported, quantities earned and observed work in place.
 - c. Coordinate with Contractor(s) to review near-term look-ahead schedules and proposed recovery schedules in the event of project delays or out-of-sequence work.
 - d. Track requests for rain days or other delays with potential to impact Contract Time and maintain documentation in the daily reporting and schedule files within the selected PMIS.
 - e. Recommend alternate sequencing, mitigation measures, or schedule recovery actions to support maintenance or recovery of the approved project baseline schedule.
- 5. Quality Management
 - a. Review the Contractor's Quality Management Plan and coordinate quality oversight activities among Consultant inspection staff, the Owner's selected construction materials testing laboratory, specialty inspectors, and EOR.

- b. Attend and oversee up to two (2) Contractor open cut embedment prove-outs with the Contractor, EOR, and materials testing lab to verify pipe installation quality and witness material installation and contractor compaction procedures to achieve required installation quality. Assumes 8 hours per embedment compaction prove-out.
 - c. Attend and oversee up to two (2) weld after backfill (WAB) prove-outs (if applicable) to witness results of shrink sleeve pull testing after WAB procedure witnessing by the District's Third-Party CWI. Assumes 8 hours per WAB prove out,
 - d. Review test reports for compliance with the Contract Documents; log, track, and retain test reports in the selected PMIS; review results with Contractor(s); and monitor corrective actions and retesting for compliance. PCM will be responsible for coordinating with the Contractor and scheduling the District's 3rd party Construction Materials Testing firm for required construction materials testing.
 - e. Issue advisory notices for work not in compliance with approved construction documents and escalate recurring or unresolved nonconforming work through formal non-compliance reporting and Owner notification.
 - f. Monitor and review specialty inspection findings, failures, corrective measures, and associated documentation to confirm that quality issues are resolved before acceptance and payment to the Contractor.
6. Cost Management
- a. Review and evaluate the Contractor's proposed Schedule of Values (SOV), anticipated payment allocation, and quantity tracking approach at the outset of the Work to confirm that the Contractor's pay structure is complete, balanced, and aligned with the requirements of the Contract Documents
 - b. Review and confirm quantities provided by Contractor(s) for all work in compliance with the Contract Documents. Review work completed through daily inspection reports, quantity measurements, and field verification; meet monthly with Contractor(s) to reconcile pay estimate quantities and supporting backup.
 - c. Review laboratory invoices, test reports, failures, corrective actions, and retesting records to evaluate if charges are attributable to the Project and that quality records correspond to daily activities and work accepted for payment.
 - d. Track quantity overruns and underruns, deductions, retainage, and unresolved quantity issues in accordance with the Contract Documents and Owner direction.
 - e. Finalize monthly pay application(s) with required signatures or approvals from the Contractor, EOR, and Consultant, and notify the Owner when electronic approvals are complete for invoice processing.
 - f. Upon completion of the Work, prepare the final progress payment documentation, including final quantity reconciliation and balancing change order, if required, to zero out unused estimated quantities and reconcile changes to Contract Time and Contract Price
7. Communications Management
- a. Serve as the primary liaison between the Owner's Project Team, the EOR, and the Contractor(s) for day-to-day construction contract administration matters.
 - b. Develop and maintain a Project Communications Plan and contact matrix identifying key team members, roles, and responsibilities, PMIS workflows, escalation paths, meeting cadence, and reporting requirements. All formal direction to the Contractor shall be coordinated with and aligned between the Owner and Consultant prior to issuance to establish a consistent, single-source communication protocol.
 - c. Receive, route, track, and log Contractor communications within the selected PMIS, as further defined in C.1.Document Management.
 - d. Receive and review up to sixty-one (61) Contractor's Requests for Information (RFIs) and collaborate with the EOR, DPM, and Contractor to provide clarification and insight to the request to help expedite the RFI response.

- e. Schedule and conduct monthly construction progress meetings to review work progress, schedule, outstanding issues, status of submittals and RFIs, unforeseen conditions, and changes to the Work. This meeting is assumed to include the Owner, EOR, and Contractor(s); Create and distribute associated agendas, minutes, action item and decision logs. through the selected PMIS.
 - f. Coordinate up to two (2) additional issue-resolution meetings per month, as necessary, to discuss and resolve time-sensitive field, utility, access, or coordination issues.
 - g. Review and periodically update a project risk log / risk register with the DPM, EOR, and Contractor(s), focusing on schedule risks, property access risks, utility conflicts, startup/commissioning interfaces, quality risks, environmental constraints, and funding compliance risks.
 - h. Document mitigation actions, responsible parties, target dates, and open issues requiring management escalation, and review these items during periodic project meetings.
8. Start-Up and Commissioning Oversight and Coordination
- a. Provide general coordination among the EOR, Contractor(s), process control / systems integration parties, and the Owner for start-up and commissioning activities associated with the Project.
 - b. Pipeline
 - 1) Attend up to one (1) onsite pipeline hydro-testing coordination meeting conducted by the Contractor and provide comments regarding sequencing, readiness, coordination, and documentation.
 - c. Cedar Creek Pump Station
 - 1) Attend one (1) onsite pump station start-up meeting conducted by the Contractor.
 - 2) Review instrumentation and controls submittals prepared by the Contractor, process control system integrator, and application services provider for administrative completeness and coordination with the EOR's technical review process.
 - 3) Review the Contractor's instrumentation and controls testing plan and coordinate required witness or support attendance, including a two-day factory witness test (if applicable), up to two onsite start-up support meetings, and attendance at final acceptance testing and walk-through activities.
 - 4) Onsite monitoring and documentation of Contractor's start-up and commissioning activities.
9. Project Completion and Closeout
- a. Provide a list of deliverables required for substantial completion walk-through / inspection. Schedule and conduct the substantial completion walk-through upon receipt of Contractor notification that the Work is ready for inspection. Include the DPM, EOR, operations representatives, and others as directed by the Owner.
 - b. Coordinate with the EOR in preparation of a list of incomplete or nonconforming work based on visual inspections and contract closeout requirements, track corrective efforts through the selected PMIS, and monitor schedule for completion of punch list items.
 - c. Coordinate and obtain EOR recommendations and required signatures for substantial completion and final completion documentation as required by the Contract Documents and Owner acceptance procedures.
 - d. Review and forward Operation and Maintenance documents, training documentation, closeout submittals, affidavits, warranties, spare parts documentation, and other turnover records required from the Contractor to the appropriate reviewers and verify the Contractor uploads final closeout documents to the selected PMIS.

- e. Coordinate with the Contractor(s) to ensure training required for Owner staff to operate equipment is scheduled and completed prior to final acceptance, unless otherwise directed by the Owner.
 - f. Review final payment documentation for completeness and accuracy, including final pay estimates, record documents, redlines, drawings, affidavits, releases, and consent of surety to final payment, if required by the Contract Documents.
 - g. Conduct a Project closeout meeting and prepare final closeout summaries for the Owner, including status of open items, warranty dates, turnover documentation, and file transfer status.
 - h. Compile Contractor redlines, daily logs, RFIs, final approved submittals, key correspondence, and closeout records in an organized electronic file structure for delivery to the Owner.
 - i. Consult with the Owner regarding potential warranty items requiring repair or replacement. Extended correction-period or warranty-phase services after final completion are not included in Basic Services unless specifically identified below or authorized as an Additional Service.
10. Contractor Claim and Dispute Support
- a. Receive and evaluate claims, as defined in the Contract Documents, and make recommendations to the Owner regarding timeliness, merit, available documentation, and potential time and cost impacts.
 - b. Perform time impact analyses, extended overhead analyses, issue file development, and claim documentation support associated with unresolved changes, contractor claims, or Owner claims against a Contractor.

D. Construction Observation Services

- 1. TRWD will provide one full-time pipeline RPR for the full duration of pipeline construction.
- 2. TRWD will provide full-time facility RPR(s) for the full duration of pump station improvements
- 3. The District RPRs will collect real time as-built data at each installed pipeline joint for upload to TRWD's GIS modeling program.
- 4. STV will provide one full-time (55 hrs./wk.) pipeline RPR for the full duration of pipeline construction (up to 24 months).
 - a. STV RPRs provided under Basic and Additional Services will be responsible for observation and documentation of construction activities to determine, in general, whether the Work is progressing in conformance with the Contract Documents and the Contractor's approved quality control procedures. General tasks are outlined below.
 - 1) Notify the PCM if Contractor work is not in compliance with the Contract Documents or Specifications.
 - 2) Issue advisory notices to Contractor for work that is not in compliance with approved construction documents and, when directed by the PCM or Owner, issue non-compliance reports if corrective action is not implemented in a timely manner.
 - 3) Inspect, observe, and track materials and equipment delivered for quality and acceptance and monitor Contractor handling and storage procedures for compliance with Contract Documents.
 - 4) Identify, record, and notify the PCM of any problems or failures to meet performance requirements in a timely manner to minimize delay in project progress.
 - 5) Prepare and maintain daily progress logs / daily construction reports, photographs, records, and installed quantity tracking using the selected PMIS.
 - 6) Monitor and document that Contractor has obtained necessary permits and is maintaining traffic control, public notification measures, stormwater pollution

prevention requirements, facilities, equipment, and site controls in accordance with the Contract Documents.

- 7) Attend and participate in progress meetings and pre-activity meetings as directed by PCM.
- 8) Immediately notify the PCM in the event of an on-site accident and record known conditions, activities, and documented witnesses to the extent required for project documentation purposes.
- 9) Consult with the PCM in advance of scheduled major work operations, tests, inspections, or the start of important phases of the Project.
- 10) Populate, review, and maintain inspection and testing logs required for the Project.
- 11) Coordinate Attend prove-out testing for pipe-laying operations and assist with acceptance and performance testing activities, as directed by the PCM and Owner.

III. ADDITIONAL SERVICES

The services described below require written authorization by the Owner prior to Consultant proceeding with the work. This Scope of Services is intended to supplement, and not supersede, the requirements of the underlying prime agreement, Owner contract terms, or the Contract Documents.

A. Additional Resident Project Representatives

1. Provide part-time on-call inspector (up to 20 hrs./wk.) for a period of up to 16 months to support PCM and District RPRs as needed
2. Provide one full time (55 hrs./wk.) pipeline RPR for a period of up to 6 months to support a two (2) mainline pipe crew approach by the selected Contractor.

IV. EXCEPTIONS/ASSUMPTIONS

A. The services described below shall constitute a change in level-of-effort and shall require a contract amendment prior Consultant proceeding with the Work.

1. Contractor Default Litigation Support
 - a. Provide services required to support resolution of bid or proposal protests, mediation, arbitration, dispute review boards, litigation support, testimony preparation, or administrative hearings. Services associated with litigation, mediation, arbitration, dispute review boards, claims resolution, or other legal and administrative proceedings are excluded from Basic Services and must be expressly authorized in writing as Additional Services.
 - b. Collaborate with Contractor surety or takeover entities in the event of Contractor default, termination, or significant performance failure
2. Warranty / Correction Period Support
 - a. Schedule, arrange, and coordinate a one-year walk-through / correction period inspection of the Project approximately thirty (30) days prior to expiration of the correction period.
 - b. Provide staff to conduct and participate in correction period or warranty inspections and coordinate with the EOR on preparation of lists of nonconforming work for presentation to the Owner and Contractor(s).
 - c. Coordinate repairs of nonconforming work with Contractor(s) and submit a final summary report on completed warranty or correction period repairs through the selected PMIS.
3. Staffing and Level-of-Effort Adjustments
 - a. Delays, resequencing, increased Contractor activity or extensions to the construction duration beyond the baseline assumptions.

- B. Consultant's services are performed in general construction management and observation capacity and are intended to support the Owner in confirming conformance with the Contract Documents. Consultant shall not be responsible for the Contractor's means, methods, safety, sequencing, accuracy of reporting, quality control performance or for guaranteeing compliance with the Contract Documents.
- C. Onsite office facilities, utilities, internet, and related field office support for Consultant field staff are assumed to be provided through the Owner's contract with the Contractor.
- D. The Owner's EOR will provide construction phase engineering services and will be responsible for items such as responding to Construction Contractor(s) submittals, RFI's, and other clarification documents and requests related to the project design. This shall include site visits and other approvals.
- E. Any additional assistance associated with litigation, mediation, arbitration, dispute review boards, or other legal and/or administration proceedings between the Owner and other entities associated with the project are not included in this contract but can be provided as an Additional Service at the Owner's request.
- F. Specialty HVAC inspections will be provided under the Engineering Construction phase services contract.
- G. The District will provide all 3rd party Construction Materials Testing Services for the project.
- H. Assumptions for the duration of construction are based on the EOR's estimate. Extensions to the durations of these tasks as a result of project delays shall be eligible for compensation via supplemental agreement.

Exhibit B: Cedar Creek Section 4 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Estimated Fee Allocation (by Facility)

Labor Breakdown Allocation By Facility					
Task	Description	Facility	Total Fee	%allocation	Fee Allocation
II. Basic Services					
A.	Project Management	Pipeline	\$ 144,428.00	81.5%	\$ 117,708.82
A.	Project Management	Pump Station		17.5%	\$ 25,274.90
A.	Project Management	Ennis		1.0%	\$ 1,444.28
B.	Document Management	Pipeline	\$ 405,664.00	81.5%	\$ 330,616.16
B.	Document Management	Pump Station		17.5%	\$ 70,991.20
B.	Document Management	Ennis		1.0%	\$ 4,056.64
C.	Construction Management	Pipeline	\$ 1,871,358.00	81.5%	\$ 1,525,156.77
C.	Construction Management	Pump Station		17.5%	\$ 327,487.65
C.	Construction Management	Ennis		1.0%	\$ 18,713.58
C.	Construction Observation/RPR	Pipeline	\$ 767,250.00	81.5%	\$ 625,308.75
C.	Construction Observation/RPR	Pump Station		17.5%	\$ 134,268.75
C.	Construction Observation/RPR	Ennis		1.0%	\$ 7,672.50
III. Additional Services					
A.1.	Construction Observation/RPR	All - TBD	\$ 185,280.00	100%	\$ 185,280.00
A.2.	Construction Observation/RPR	Pipeline	\$ 199,485.00	100%	\$ 199,485.00

Reimbursible Expense Breakdown Allocation By Facility					
Task	Description	Facility	Total Fee	%allocation	Fee Allocation
II. Basic Services					
A.	Project Management	Pipeline	\$ 4,294.00	81.5%	\$ 3,499.61
A.	Project Management	Pump Station		17.5%	\$ 751.45
A.	Project Management	Ennis		1.0%	\$ 42.94
B.	Document Management	Pipeline	\$ 6,441.00	81.5%	\$ 5,249.42
B.	Document Management	Pump Station		17.5%	\$ 1,127.18
B.	Document Management	Ennis		1.0%	\$ 64.41
C.	Construction Management	Pipeline	\$ 85,822.00	81.5%	\$ 69,944.93
C.	Construction Management	Pump Station		17.5%	\$ 15,018.85
C.	Construction Management	Ennis		1.0%	\$ 858.22
D.	Construction Observation/RPR	Pipeline	\$ 22,800.00	81.5%	\$ 18,582.00
D.	Construction Observation/RPR	Pump Station		17.5%	\$ 3,990.00
D.	Construction Observation/RPR	Ennis		1.0%	\$ 228.00
III. Additional Services					
A.1.	Construction Observation/RPR	All - TBD	\$ 50,920.00	100%	\$ 50,920.00
A.2.	Construction Observation/RPR	Pipeline	\$ 4,940.00	100%	\$ 4,940.00

Allocation Summary			Fee Allocation
Task	Facility		
II. Basic Services			
A-D	Pipeline		\$ 2,696,066.46
A-D	Pump Station		\$ 578,909.98
A-D	Ennis		\$ 33,080.57
Total			\$ 3,308,057.00
III. Additional Services			
A.1 & A.2	Pipeline		\$ 393,385.00
A.1 & A.2	Pump Station		\$ 35,430.00
A.1 & A.3	Ennis		\$ 11,810.00
Total			\$ 440,625.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: October 20, 2026

SUBJECT: Consider Approval of Contract with Accurate Inspections, LLC for Manufacturing Inspection and Testing Services for the Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$267,330** with Accurate Inspections, LLC for manufacturing inspection and testing services for the Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Project.

DISCUSSION:

Construction is expected to begin in early 2027 for the Cedar Creek Section 4 Phase 1 project which includes construction of a parallel 90-inch spiral-welded steel pipeline and abandonment of over eight miles of the existing 72-inch prestressed concrete cylinder pipe. Improvements at the Cedar Creek Lake Pump Station include replacing the existing pump discharge header piping outside of the building, installing two venturi meters, removing electrical and instrumentation equipment from the chemical feed rooms, demolishing the existing chlorine and ammonia tanks, and relocating caustic feed equipment to a new room. The project also includes installing two monolithic isolation joints at the Cedar Creek Booster Pump Station in Ennis and constructing a water quality analyzer building at the Cedar Creek Operations Complex.

With this contract, Accurate Inspections will provide manufacturing inspection and testing services during construction. Work includes pipe manufacturer non-destructive factory inspection and testing during the fabrication of the steel pipe and fittings as well as construction site audits and inspection services during pipe installation and assembly. Quality assurance measures are also scoped for the fabrication of the monolithic isolation joints.

Request for Statement of Qualifications was solicited per statute (Texas Government Code Chapter 2254) and Accurate Inspections was the sole respondent. Due to the unique role and exceptional history of high-quality deliverables, District staff determined Accurate Inspections, LLC was qualified for this work. The scope and fee that were successfully negotiated with Accurate Inspections are attached.

This item was reviewed by the Construction and Operations Committee on October 14, 2026.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director



List of Submitting Firms

RFSOQ 24-162 Non-Destructive Testing (NDT) Factory Support

Due Date and Time:	August 9, 2024 at 2:00 PM CT
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Name of Firm
Accurate Inspections



Date: September 8, 2026

Damon Cunningham

TRWD Water Delivery Infrastructure Engineering
808 E. Northside Dr.
Fort Worth, Texas 76102

Subject: Proposal for Manufacturing Inspection & Testing Services

Project(s): Cedar Creek Section IV Pipeline Rehabilitation Phase 1

Dear Mr. Cunningham:

Enclosed you will find the requested proposal for inspection services associated with the above-mentioned Task Orders/Projects. Included in this proposal are estimated costs associated with pipe manufacturing audits and inspections services, construction site visits, and ***Monolithic Isolation Joint(s) inspections.

This proposal is based on an estimated manufacturing/installation time period from November 2026 thru December 2028, the estimated completion period of the project. The noted costs include all travel expenses to and from the pipe fabricator and/or pipe installation site near Dallas/Fort Worth, Texas area. These estimated costs are not to exceed without the owner's approval. The services noted below can be increased or decreased by the owner based on project demands at the individual costs noted.

Pricing is based on the year 2027 estimated travel costs and hourly rates as specified in the attached Accurate Inspections 2025-2028 Price List. All labor rates are subject to a rate increase starting on the first day of each new year starting January 1, 2027, through the duration of this project. Travel expenses, where travel is required outside the Dallas/Fort Worth, Texas area, will be billed at cost.

Pricing for inspection services with respect to the Monolithic Isolation Joints are based on the assumption that these items will be manufactured at Radiatym in Poland. The cost amount will be significantly lower if they are manufactured within the United States.

Accurate Inspection, LLC.
Athens, Texas
720.641.3731

1) Task Order "A" - In-Plant Pipe Manufacturing Inspection/Auditing Phase 1

Scope of Services: Approximately 45,000 lineal feet of 72-inch thru 90-inch pipe and fittings. Accurate Inspections Services are to perform pipe manufacturing in-plant product compliance audits with respect to fabricated pipe and fittings, linings/coatings application process, and pipe installation and welding oversight services at the installation jobsite. Project Management support, i.e., RFI/Meetings/Conference Calls/Document Review process has been added. Estimated manufacturing & installation period – November 2026 thru November 2028. The following are estimated costs associated with Task Order A.

- 20 Total, 1-Day Manufacturing Site Visits @ \$3,614 per visit - \$72,280
- 10 Total, 1-Day Installation Site Visits @ \$2,985 per visit - \$29,850
- Project Management Support, i.e., Meetings, Conference calls, Document Review, etc. Estimated 100 HRs @ \$150/HR - \$15,000

Task Order "A" Estimated Total - \$117,130

2) Task Order "B" - Monolithic Isolation Joints, Manufacturing In-Plant Inspection/Auditing Phase 1 (Assuming manufacturing to take place at Radiatym/Poland)

(4) @ 72" Diameter – Ref. Sheet CP-503

Scope of Services: Manufacturing inspections included for each of the 4-total 72-inch MIJ's will be fit-up and assembly verification, visual weld inspections, witnessing of Magnetic Particle weld inspection, witnessing of Ultrasonic testing and Radiographic testing of factory welds, witnessing of Pneumatic and hydrostatic testing of MIJ's, inspection audits of lining/coating application process, final coating inspection, and final electrical resistance testing. The following are our estimated costs associated with Task Order B, which includes project management time and all travel costs.

- (4) Total, Manufacturing Site Visits @ \$32,550 per visit - \$130,200

Task Order "B" Estimated Total - \$130,200

3) Optional Owner's Supplemental Services.

Owner authorized and directed additional services that are not noted in this proposal are based on unforeseen manufacturing and construction issues or any other factors that may change the scope of Accurate Inspections contracted services listed below. Billing rates will be as noted on the Accurate Inspections Price List for the year of service.

Optional Owner's Supplemental Services Total - \$20,000

Estimated Proposal Summary

Task Order A – Pipeline Manufacturing -	\$117,130
Task Order B – Monolithic Isolation Joints	\$130,200
Optional Owner's Supplemental Services -	<u>\$20,000</u>
Proposal Estimated Total =	\$267,330

*** Due to the unpredictability of Covid-19 conditions abroad outside or inside the United States, all costs (hourly and travel costs) incurred due to quarantine circumstance delays will be billed as noted on the attached Accurate Inspection Rate Sheet.

Air travel for all international inspections will be booked as Business Class travel.

If there are any questions or other items you would like me to consider, please do not hesitate to contact me. Thank you for this opportunity to offer you this proposal. I look forward to working with you on this interesting project.

Sincerely,

Accurate Inspections, LLC



Billy J Fields

AWS Senior Certified Welding Inspector #17100068

AWS Certified Welding Supervisor #09020045

NACE Level III Certified Coating Inspector #7866

SSPC Level II Concrete Coating Inspector #1284088

Attachments: Accurate Inspections, LLC 2025-2028 Hourly Rate Sheet

Cc: None

Accurate Inspection, LLC.
Athens, Texas
720.641.3731

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: October 20, 2026

SUBJECT: Consider Approval of Contract Amendment with HDR Engineering, Inc. for Corrosion Control Construction Phase Engineering Services for the Cedar Creek Section 2 Phase 2 Pipeline Replacement Project in the Kennedale to Mansfield Area and the Section 4 Pipeline Replacement Project from the Trinity River to Cedar Creek Lake

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$449,750** for corrosion control engineering services during construction with HDR Engineering, Inc. for approximately 4.4 miles of the Cedar Creek Section 2 Phase 2 pipeline replacement project along with the adjacent Richland-Chambers pipeline, 8.6 miles of the Cedar Creek Section 4 pipeline replacement project, and improvements to the Cedar Creek Lake Pump Station and the Ennis Pump Station. The current contract amount is \$424,533 and the revised not-to-exceed contract amount, including this contract amendment, will be \$874,283.

DISCUSSION:

In August of 2024 the District awarded HDR Engineering, Inc. a contract for cathodic protection engineering design services for the new Cedar Creek 102-inch diameter welded steel pipeline in Section 2 from the Kennedale Balancing Reservoir to Mouser Way in Mansfield. This also included the rehabilitation of the existing and near end-of-life galvanic anode cathodic protection system on the parallel Richland-Chambers pipeline that will be heavily impacted by the Cedar Creek replacement within the same right of way. The contract also included the cathodic protection design for the new 90-inch Cedar Creek Section 4 pipeline to be installed from the Trinity River to the Cedar Creek lake pump station.

Corrosion control through proper exterior coating and cathodic protection is key to providing safety, integrity and longevity to underground pipelines. The District recommends a contract amendment with HDR for corrosion control construction phase engineering services. These services will require extensive coordination and collaboration with the design teams and contractors to provide effective oversight for the proper installation of the designed corrosion prevention systems.

These corrosion control construction phase engineering services will take place over the next thirty months with construction planned to begin early 2027 for the Cedar Creek

Section 4 pipeline replacement project and mid-2027 for the Cedar Creek Section 2 Phase 2 pipeline replacement project.

This item was reviewed by the Construction and Operations Committee on October 14, 2026.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

Exhibit A - Amendment 1

Scope of Services

Corrosion Control Construction Phase Engineering Services for the Cedar Creek Section 2 Phase 2 & Section 4 Pipeline Replacement Projects and Cedar Creek Lake Pump Station (CC1) Improvements & Cedar Creek Ennis Pump Station (CC2) Improvements

BACKGROUND

HDR Engineering, Inc. (CONSULTANT) will provide construction phase engineering services for the Cedar Creek Section 2 Phase 2 & Section 4 Pipeline Replacement Projects and Improvements at both the Cedar Creek Lake Pump Station and Cedar Creek Ennis Pump Station. The project consists of approximately 4.42 miles and 8.6 miles, respectively, of 102-inch and 90-inch diameter cement mortar-lined and polyurethane coated raw water transmission mains. The pump station improvements include adding test stations, small section of pipeline replacement and installation of monolithic isolation joints.

Services are anticipated to include the following tasks:

Cedar Creek Section 2 Phase 2 Pipeline Replacement

- Task 1 - Project Management and Support
- Task 2 - Construction Phase Engineering Services
- Task 3 - Start-Up, Testing and Commissioning

Cedar Creek Section 4 Pipeline Replacement and Cedar Creek Lake Pump Station (CC1) Improvements

- Task 1 - Project Management and Support
- Task 2 - Construction Phase Engineering Services
- Task 3 - Start-Up, Testing and Commissioning

Cedar Creek Ennis Pump Station (CC2) Improvements

- Task 1 - Project Management and Support
- Task 2 - Construction Phase Engineering Services
- Task 3 - Start-Up, Testing and Commissioning

These services will require extensive coordination and collaboration by CONSULTANT with the two Pipeline Design Teams and other Project Consultants as follows:

- A. Pipeline Design Teams, Kennedy Jenks and STV, provided engineering services for the design of pipeline sections 2 & 4, respectively, along the Cedar Creek pipeline. CONSULTANT will coordinate construction phase services for the

installation of the designed corrosion control systems. Section 2 Phase 2 was designed as a galvanic anode cathodic protection system and Section 4 was designed as an impressed current corrosion control system. Tarrant Regional Water District (TRWD) will be the facilitator for this collaboration.

- B. Pump Station Improvements for Cedar Creek Lake and Ennis Pump Stations were designed by others. CONSULTANT will coordinate construction phase services for the installation and construction of additional test stations, pipe segment replacements, and monolithic isolation joints. Tarrant Regional Water District (TRWD) will be the facilitator for any collaboration with design teams.

Construction services will be provided based on the established construction schedules developed by TRWD and the Pipeline Design Teams.

ASSUMPTIONS

In developing the scope of work and associated task budgets discussed in this proposal, CONSULTANT has made the assumptions outlined below:

1. HDR will coordinate appropriate virtual meetings with TRWD for the purpose of information transfer, resolution of issues, site visit coordination, and product reviews.
2. HDR will attend periodic site visits, substantial completion, final completion and Startup, Testing, and Commissioning in person.
3. Perform startup, testing, and commissioning of corrosion control systems and provide direction on any necessary repairs prior to Owner taking ownership at final completion.
4. Both pipeline projects are scoped as one project and time will be billed to each project accordingly. CONSULTANT will provide one combined monthly invoice.

SCOPE OF WORK

The Scope of Work that follows details the individual tasks and deliverables for the PROJECT.

Basic Services:

Basic services are as follows:

Cedar Creek Section 2 Phase 2 Pipeline Replacement

Task 1 – Project Management and Support

Provide information and documentation consistent with the project requirements and coordinate efforts with TRWD, the Pipeline Design Teams, and the Contractor. Provide project management and support throughout the construction phase. Services for Project Management and Support will include the following:

- A. Provide monthly activity reports, in support of invoice, which include a bulleted summary of work completed, activities planned for the upcoming period, budget status, schedule status, items requiring resolution or decisions by the District, and issues and concerns.

Deliverables:

- Updated Project Schedule
- Monthly Invoices with Activity Report
 - Invoices to include hours per day per person.

Assumptions:

- No progress meetings are included in this task.
- A duration of approximately twenty-four (24) months for the construction phase services and start-up, testing, and commissioning is assumed.

Task 2 – Construction Phase Engineering Services

Construction phase services are based on an anticipated construction duration of twenty-four (24) months. Services provided during the Construction Phase of each of the projects will include the following:

- A. Attend and participate in the virtual Pre-Construction Meeting.
- B. Review and provide written responses to RFIs.
- C. Review Shop Drawings and Submittals relating to the Corrosion Protection System Design.
- D. Assist TRWD with preparation of Field Orders.
- E. Assist TRWD with analysis and evaluation of Change Orders.
- F. Periodic Site Visits to observe work. Up to three (3) three day trips for two HDR staff per pipeline (Cedar Creek and Richland Chambers), thus a total of six (6) three day trips.
- G. Attend and participate in the Substantial Completion Inspection of Corrosion Protection System. Attend a two-day site visit with two HDR staff. Upon substantial completion, inspect the construction work, in the company of the TRWD's representative. Prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to TRWD.
- H. Attend and participate in the Final Completion Inspection of the Corrosion Protection System. Attend one (1) single day site visit for two HDR staff. Upon completion or correction of the items of work on the punch-list, conduct a final inspection, in the company of the TRWD's representative, to determine if the work is completed. Provide written recommendations regarding list of outstanding items in ".pdf" format.
- I. Prepare Record Drawings from information provided by TRWD, Pipeline Design Teams, and Contractor depicting changes made to the Final Drawings during construction. The following information shall be provided by TRWD:
 - 1. As-Built Survey
 - 2. Red-Line Markups from Contractor
 - 3. Red-Line Markups from TRWD Inspector
 - 4. Copies of Approved Change Orders

5. Approved Substitutions

HDR shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings based on the information provided by TRWD for the Project as constructed. The stamp shall be signed and dated by HDR and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

The following disclaimer shall be included with the Record Drawing stamp:

“These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. HDR assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.”

Record Drawings shall also be submitted in Adobe Acrobat PDF format and AutoCad.

Deliverables:

- Written Responses to Contractor’s Request for Information (RFIs)
- Shop Drawing Review Comments
- Written reviews and recommendations for Field Orders
- Review and written recommendations for Change Orders
- Field Observation Reports
- Initial Punch List items
- Final Punch List items
- Record Drawings (pdf and AutoCAD)

Assumptions:

- Up to two (2) RFI’s are assumed.
- Up to eight (8) Shop Drawings are assumed for review. Quantity includes resubmittals.
- Up to two (2) Field Orders are assumed.
- Up to one (1) Change Order is assumed.
- In addition to virtual Pre-construction meeting, Substantial and Final Inspection visits, up to six (6) three day trips for two HDR staff (Corrosion Engineering Specialist and Project Engineer) are assumed to attend coordination meetings and site visits for the purpose of corrosion protection review. Thus, a total of eight (8) site visits for two HDR staff were assumed.
- Final punch list development for each replacement project.
- TRWD’s Construction Manager will develop and provide via submittal a complete breakdown of all testing and measuring required by specification and develop checklists, forms, templates, test protocol for data collection.

- TRWD’s Construction Manager will develop a process for transmittal of organized data to ensure appropriate tests are conducted for each type of test station, timely and consistent with pipe installation schedule, and responses thereto.

Task 3 – Start-Up, Testing, and Commissioning

- A. HDR will conduct one week long trip up to five (5) eight-hour site visits with two HDR staff (Corrosion Engineering Specialist and Project Engineer) to observe corrosion protection system commissioning and witness continuity tests for the entire pipeline alignment prior to putting the pipeline corrosion protection system into service.

Deliverables:

- Inspection and observation reports in “.pdf” format

Assumptions:

- TRWD Operations staff will coordinate access to site and schedule for the start-up and commissioning of the Corrosion Protection System.
- Assumed up to one (1) week long trip for Section 2 Phase 2 pipeline.

Cedar Creek Section 4 Pipeline Replacement and Cedar Creek Lake Pump Station (CC1) Improvements

Task 1 – Project Management and Support

Provide information and documentation consistent with the project requirements and coordinate efforts with TRWD, the Pipeline Design Teams, and the Contractor. Provide project management and support throughout the construction phase. Services for Project Management and Support will include the following:

- A. Provide monthly activity reports, in support of invoice, which include a bulleted summary of work completed, activities planned for the upcoming period, budget status, schedule status, items requiring resolution or decisions by the District, and issues and concerns.

Deliverables:

- Updated Project Schedule
- Monthly Invoices with Activity Report
 - Invoices to include hours per day per person.

Assumptions:

- No progress meetings are included in this task.
- A duration of approximately thirty (30) months for the construction phase services and start-up, testing, and commissioning is assumed.

Task 2 – Construction Phase Engineering Services

Construction phase services are based on an anticipated construction duration of twenty-four (24) months. Services provided during the Construction Phase of each of the projects will include the following:

- A. Attend and participate in the virtual Pre-Construction Meeting.
- B. Review and provide written responses to RFIs.
- C. Review Shop Drawings and Submittals relating to the Corrosion Protection System Design.
- D. Assist TRWD with preparation of Field Orders.
- E. Assist TRWD with analysis and evaluation of Change Orders.
- F. Periodic Site Visits to observe work. Up to three (3) three day trips for two HDR staff.
- G. Attend and participate in the Substantial Completion Inspection of Corrosion Protection System. Attend a two-day site visit with two HDR staff. Upon substantial completion, inspect the construction work, in the company of the TRWD's representative. Prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to TRWD.
- H. Attend and participate in the Final Completion Inspection of the Corrosion Protection System. Attend one (1) single day site visit for two HDR staff. Upon completion or correction of the items of work on the punch-list, conduct a final inspection, in the company of the TRWD's representative, to determine if the work is completed. Provide written recommendations regarding list of outstanding items in ".pdf" format.
- I. Prepare Record Drawings from information provided by TRWD, Pipeline Design Teams, and Contractor depicting changes made to the Final Drawings during construction. The following information shall be provided by TRWD:
 - 1. As-Built Survey
 - 2. Red-Line Markups from Contractor
 - 3. Red-Line Markups from TRWD Inspector
 - 4. Copies of Approved Change Orders
 - 5. Approved Substitutions

HDR shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings based on the information provided by TRWD for the Project as constructed. The stamp shall be signed and dated by HDR and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

The following disclaimer shall be included with the Record Drawing stamp:

“These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. HDR assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.”

Record Drawings shall also be submitted in Adobe Acrobat PDF format and AutoCad.

Deliverables:

- Written Responses to Contractor’s Request for Information (RFIs).
- Shop Drawing Review Comments.
- Written reviews and recommendations for Field Orders.
- Review and written recommendations for Change Orders.
- Field Observation Reports
- Initial Punch List items
- Final Punch List items
- Record Drawings (pdf and AutoCAD)

Assumptions:

- Up to four (4) RFI’s are assumed.
- Up to sixteen (16) Shop Drawings are assumed for review. Quantity includes resubmittals.
- Up to four (4) Field Orders are assumed.
- Up to two (2) Change Orders are assumed.
- In addition to a virtual Pre-construction meeting, Substantial and Final Inspection visits, up to three (3) three (3) day trips for two HDR staff (Corrosion Engineering Specialist and Project Engineer) are assumed to attend coordination meetings and site visits for the purpose of corrosion protection review. Thus, a total of five (5) site visits for two HDR staff were assumed.
- Final punch list development for each replacement project.
- TRWD’s Construction Manager will develop and provide via submittal a complete breakdown of all testing and measuring required by specification and develop checklists, forms, templates, test protocol for data collection.
- TRWD’s Construction Manager will develop a process for transmittal of organized data to ensure appropriate tests are conducted for each type of test station, timely and consistent with pipe installation schedule, and responses thereto.

Task 3 – Start-Up, Testing, and Commissioning

- A. HDR will conduct one week long trip up to five (5) eight-hour site visits with two HDR staff (Corrosion Engineering Specialist and Project Engineer) to observe corrosion protection system commissioning and witness continuity tests for the entire pipeline alignment prior to putting the pipeline corrosion protection system into service.

Deliverables:

- Inspection and observation reports in “.pdf” format.

Assumptions:

- TRWD Operations staff will coordinate access to site and schedule for the start-up and commissioning of the Corrosion Protection System.
- Assumed up to one (1) week long trip for Section 4 pipeline.

Cedar Creek Ennis Pump Station (CC1) Improvements

Task 1 – Project Management and Support

Provide information and documentation consistent with the project requirements and coordinate efforts with TRWD, the Pump Station Design Team, and the Contractor. Provide project management and support throughout the construction phase. Services for Project Management and Support will include the following:

- A. Provide monthly activity reports, in support of invoice, which include a bulleted summary of work completed, activities planned for the upcoming period, budget status, schedule status, items requiring resolution or decisions by the District, and issues and concerns.

Deliverables:

- Updated Project Schedule
- Monthly Invoices with Activity Report
 - Invoices to include hours per day per person.

Assumptions:

- No progress meetings are included in this task.
- A duration of approximately two (2) months for the construction phase services and start-up, testing, and commissioning is assumed.

Task 2 – Construction Phase Engineering Services

Construction phase services are based on an anticipated construction duration of one (1) month. Services provided during the Construction Phase of each of the projects will include the following:

- J. Attend and participate in the virtual Pre-Construction Meeting.
- K. Review and provide written responses to RFIs.
- L. Review Shop Drawings and Submittals relating to the Corrosion Protection System Design.
- M. Assist TRWD with preparation of Field Orders.
- N. Assist TRWD with analysis and evaluation of Change Orders.
- O. Periodic Site Visits to observe work. Up to three (3) three (3) day trips for two HDR staff.
- P. Attend and participate in the Substantial Completion Inspection of Corrosion Protection System. Attend a two-day site visit with two HDR staff. Upon substantial completion, inspect the construction work, in the

company of the TRWD's representative. Prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to TRWD.

- Q. Attend and participate in the Final Completion Inspection of the Corrosion Protection System. Attend one (1) single day site visit for two HDR staff. Upon completion or correction of the items of work on the punch-list, conduct a final inspection, in the company of the TRWD's representative, to determine if the work is completed. Provide written recommendations regarding list of outstanding items in ".pdf" format.
- R. Prepare Record Drawings from information provided by TRWD, Pump Station Design Teams, and Contractor depicting changes made to the Final Drawings during construction. The following information shall be provided by TRWD:
1. As-Built Survey
 2. Red-Line Markups from Contractor
 3. Red-Line Markups from TRWD Inspector
 4. Copies of Approved Change Orders
 5. Approved Substitutions

HDR shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings based on the information provided by TRWD for the Project as constructed. The stamp shall be signed and dated by HDR and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

The following disclaimer shall be included with the Record Drawing stamp:

"These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. HDR assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings."

Record Drawings shall also be submitted in Adobe Acrobat PDF format and AutoCad.

Deliverables:

- Written Responses to Contractor's Request for Information (RFIs).
- Shop Drawing Review Comments.
- Written reviews and recommendations for Field Orders.
- Review and written recommendations for Change Orders.
- Field Observation Reports
- Initial Punch List items

- Final Punch List items
- Record Drawings (pdf and AutoCAD)

Assumptions:

- Up to two (2) RFI's are assumed.
- Up to three (3) Shop Drawings are assumed for review. Quantity includes resubmittals.
- Up to two (2) Field Orders are assumed.
- Up to one (1) Change Orders are assumed.
- In addition to a virtual Pre-construction meeting, Substantial and Final Inspection visits, up to two (2) three day trips for two HDR staff (Corrosion Engineering Specialist and Project Engineer) are assumed to attend coordination meetings and site visits for the purpose of corrosion protection review. Thus, a total of four (4) site visits for two HDR staff were assumed.
- Final punch list development for each replacement project.
- TRWD's Construction Manager will develop and provide via submittal a complete breakdown of all testing and measuring required by specification and develop checklists, forms, templates, test protocol for data collection.
- TRWD's Construction Manager will develop a process for transmittal of organized data to ensure appropriate tests are conducted for each type of test station, timely and consistent with pipe installation schedule, and responses thereto.

Task 3 – Start-Up, Testing, and Commissioning

- B. HDR will conduct one week long trip up to five (5) eight-hour site visits with two HDR staff (Corrosion Engineering Specialist and Project Engineer) to observe corrosion protection system commissioning and witness continuity tests for the pipeline replacement and monolithic isolation joint prior to putting the pipeline corrosion protection system into service.

Deliverables:

- Inspection and observation reports in “.pdf” format.

Assumptions:

- TRWD Operations staff will coordinate access to site and schedule for the start-up and commissioning of the Corrosion Protection System.
- Assumed up to one (1) week long trip for Cedar Creek Ennis Pump Station.

Services not included in this existing Scope of Services

The following services are beyond the Scope of Services described in the tasks above. However, HDR can provide these services, if needed, upon the TRWD's written request. Any additional amounts paid to HDR as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services necessary due to the default of the Contractor.

- Services related to damages caused by fire, flood, earthquake, or other natural disasters.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Performance of miscellaneous and supplemental services related to the project as requested by the TRWD.
- Additional travel days not included herein.

Compensation

A summary of the Engineering Fee associated with the Cedar Creek Section 2 Phase 2 & Section 4 Pipeline Replacement Corrosion Protection Projects and Cedar Creek Lake Pump Station (CC1) & Ennis Pump Station (CC2) improvements are as follows:

Task	Description	Fee
Basic Services for Cedar Creek Section 2 Phase 2 Pipeline Replacement		
1	Project Management and Support	\$18,532
2	Construction Phase Engineering Services	\$134,550
3	Start-Up, Testing, and Commissioning	\$32,687
Total Basic Services Fee (Section 2 Phase 2)		\$185,769
Basic Services for Cedar Creek Section 4 Pipeline Replacement & Cedar Creek Lake Pump Station (CC1) Improvements		
1	Project Management and Support	\$25,305
2	Construction Phase Engineering Services	\$131,906
3	Start-Up, Testing, and Commissioning	\$19,274
Total Basic Services Fee (Section 4 & CCL PS)		\$176,485
Basic Services for Cedar Creek Ennis Pump Station (CC2) Improvements		
1	Project Management and Support	\$1,550
2	Construction Phase Engineering Services	\$66,672
3	Start-Up, Testing, and Commissioning	\$19,274
Total Basic Services Fee (CCE PS)		\$87,496
Total Construction Phase Engineering Services Fee		\$449,750

Compensation will be made on a Time and Materials basis. Hourly rates and fees associated with these services are as illustrated on the not-to-exceed fee schedule to perform Basic Services as described in this scope of work is as follows:

2026 Rate Schedule

Classification	Hourly Rate Range
Project Principal	\$320 to \$400
Quality Control/ Quality Assurance	\$350 to \$395
Project Manager	\$200 to \$280
Sr. Project Engineer	\$250 to \$320
Project Engineer	\$180 to \$250
EIT	\$160 to \$200
Lab Manager	\$115 to \$150
Design Technician	\$125 to \$240
GIS Analyst	\$120 to \$170
Administrative Support	\$115 to \$180

- Technology Charges will be billed at \$5.00 per hour for each hour expended.
- Expenses for travel, equipment, technology, rental, and field expenses will be billed at cost plus a 6% markup.
- Outside services such as laboratory testing services shall be billed at cost plus a 6% markup.
- Basic Services will be billed on a salary cost as defined in the Compensation section of the contract times a 3.20 multiplier.
- Basic Services extending beyond 2026 will be billed assuming a 3% rate increase on the maximum limit for each of the categories shown in the rate schedule above.

The breakdown of the fee estimate is presented in **Exhibit B-1** for Section 2 Phase 2, **Exhibit B-2** for Section 4 & Cedar Creek Lake Pump Station (CC1) Improvements, and **Exhibit B-3** for Cedar Creek Ennis Pump Station (CC2) Improvements.

SCHEDULE

The effort described in this scope of services allows for a duration of twenty-four (24) months for Section 2 Phase 2, up to thirty (30) months for Section 4, and up to two (2) months for Cedar Creek Ennis Pump Station Improvements.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: October 20, 2026

SUBJECT: Consider Approval of Contract with Freese and Nichols, Inc. for Richland-Chambers Dam Seepage Remediation Design

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$487,441** with Freese and Nichols, Inc. (FNI) for engineering services for the Richland-Chambers Dam Seepage Remediation Design.

DISCUSSION:

Through the Richland-Chambers Dam Comprehensive Evaluation, the District identified seepage and uplift conditions near the north embankment of the dam and in the downstream George Shannon Wetlands and developed conceptual remediation measures to address those conditions. Phase I collected and evaluated available information and identified data gaps. Phase II included field investigations to characterize subsurface conditions and identify potential seepage pathways within the dam foundation. Phase III included additional subsurface investigations, development of a seepage model, evaluation of dam performance, and assessment of conceptual remediation alternatives.

The Phase III evaluation resulted in recommendations for a stability berm near the downstream toe of the dam and a seepage collection trench south of the wetlands Treated Water Canal A. The evaluation also identified repairs to the treated water canal and adjacent levee to address uplift and seepage conditions in the area. Through the implementation of such measures, the north dam's long-term structural integrity will be improved, and areas of uplift concern in the wetlands' primary treated water canal addressed.

The proposed contract will advance the recommended measures into final design and construction documents. The work will produce standalone construction documents, including drawings and technical specifications, for three remediation components: the dam stability berm, seepage collection trench, and treated water canal and adjacent wetland cell levee repair. The proposed scope also includes project management, use of survey information provided by the District, geotechnical analyses, design basis memoranda, opinions of probable construction cost, regulatory coordination where applicable, and sealed issued-for-bid documents.

FNI performed the previous phases of the Richland-Chambers Dam Comprehensive Evaluation and developed the recommended remediation concepts. Continuing with FNI will preserve project continuity, maintain quality control, and retain the project-specific knowledge developed through the field investigations, seepage modeling, engineering analyses, and alternatives evaluation.

This item was reviewed by the Construction and Operations Committee on October 14, 2026.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director



Innovative approaches
Practical results
Outstanding service

801 Cherry St # 2800, • Fort Worth, TX 76102 • 817-735-7300 • fax 817-735-7491

www.freese.com

September 30, 2026

Mr. Louie Verreault, P.E.
Tarrant Regional Water District
800 E. Northside Drive
Fort Worth, Texas 76106

Re: Richland Chambers Dam – Seepage Remediation Design

Dear Mr. Verreault:

We appreciate this opportunity to provide professional engineering services to Tarrant Regional Water District. In accordance with your request, we have prepared this proposal to perform the seepage remediation design of Richland Chambers Dam and the downstream Cell 21 Levee and Treated Water Canal A.

A detailed scope of work is attached (Exhibit A). We propose to provide these services for the not to exceed amount of \$487,441.00 in accordance with Attachment CO and the fee breakdown summary shown in Exhibit B. Please note that budgets per task are provided for reference only and may be adjusted to better align with actual effort per task.

Please let us know if you need anything else during the process.

Sincerely,
Freese and Nichols, Inc.

A handwritten signature in black ink, appearing to read 'Mark Ickert'.

Mark Ickert, P.E.
Project Manager

A handwritten signature in black ink, appearing to read 'John Rutledge'.

John Rutledge, P.E.
Principal

Attachments

Exhibit A: Scope of Services

Exhibit B: Summary of Fee breakdown

EXHIBIT A: SCOPE OF SERVICES

Tarrant Regional Water District Richland Chambers Dam – Seepage Remediation Design

PROJECT UNDERSTANDING:

Richland Chambers (RC) Dam is a zoned earthfill embankment dam consisting of a central clay core and a slurry cutoff wall constructed on a soil foundation. The embankment has a general L-shape configuration consisting of the main embankment section (parallels FM 488) and the north embankment section (parallels Highway 287). The dam has a total length of 30,900 feet, a maximum height of 96 feet above the natural streambed, and a top of dam elevation of 326 feet. In addition, review of the as-built drawings indicates the dam is equipped with a seepage cutoff wall extending to depths of approximately 30 to 50 ft below the base of the dam. The project limits for this phase of the project generally correspond to Sta 130+00 to STA 180+00 of the dam alignment, as shown in Figure 1.



Figure 1: Overview of Richland Chambers – North Embankment

Through the years, several sand boils have developed mainly to the north of the north embankment. The boils were initially observed in the TWC-A and to the south of Alligator Creek. TRWD has performed a series of attempts to mitigate and control the boil within the TWC-A, including adding riprap to apply pressure and installing articulated concrete block mats across the canal. The sand boil was controlled to some extent, but later moved upstream and developed a new outlet. In addition to downstream sand boils, artesian pressures have been measured within piezometers at or near the downstream toe of the embankment. Previous phases of the comprehensive evaluation project are summarized below.

- During the first phase of this project, a comprehensive evaluation was performed to collect and analyze the existing data and propose a future field investigation plan.
- During the second phase of this project, a field investigation was performed to estimate subsurface stratigraphy and possible water pathways within the dam's foundation soils.
- During the third phase of this project, an additional field investigation was performed to confirm connectivity of the sand layer to the RC reservoir and to fill data gaps within the area of interest (AOI). FNI also developed a seepage model and analyzed conceptual level alternatives to mitigate

seepage concerns within the downstream wetland area near Treated Water Canal (TWC) A and near the downstream toe of the embankment within the project AOI. The recommended conceptual alternatives included a stability berm near the downstream toe of the dam and a seepage collection trench south of Alligator Creek.

The current phase of the project includes the refinement and design of the conceptual seepage mitigation alternatives recommended during Phase III of this project. Additionally, TRWD has requested that FNI evaluate and design a repair of the TWC-A and Cell 21 levee that has been impacted by the uplift and seepage issues in the area. This scope of services is based on preparation of standalone construction contract documents (drawings and technical specifications) for each of the three remediation items (stability berm, seepage collection trench, TWC-A and Cell 21 levee repair). The details of the proposed scope of services are described below.

PROJECT SCOPE

Task A: Project Management

- A1. Kickoff Meeting: Facilitate a virtual kickoff meeting (Microsoft TEAMS) to establish project communications, scheduling, and initial exchange of information.
- A2. Monthly Reporting and Status Updates: Develop monthly one-page progress reports and invoicing, providing status updates and documentation of decisions made.
- A3. Progress Meetings: Hold up to nine (9) virtual progress meetings with TRWD (Microsoft TEAMS).
- A4. Quality Control: Provide Quality Control (QC) / Quality Assurance (QA) by FNI Senior Management and Technical Staff consistent with FNI's established internal quality review processes. Note that an internal constructability review will be performed by FNI's Construction Services group as part of the QC process prior to the Final Drawing submittal.

Task B: Survey (Services performed by TRWD)

TRWD will provide topographic mapping of the project site to FNI. The topographic mapping provided by TRWD shall be referenced to the survey coordinate system NAD83, Texas State Plane, Central Zone 4203. The vertical datum shall be NAVD88. The topographic mapping will be generated from TRWD's existing terrain model but supplemental survey points may be required by TRWD to refine the existing topographic mapping. Areas of required survey to be provided by TRWD are summarized below based on the recommended repair mitigation.

- **Stability Berm**
 - Area extending from the downstream slope of the dam embankment to US Hwy 287 from approximately Station 125+00 to Station 190+00. This is a larger area than recommended for the stability berm in the alternatives analysis. The larger survey extents are based on conversations with TRWD stating that the stability berm may be enlarged in order to dispose of excess material from an adjacent TRWD project.
 - Supplemental survey points are needed to locate horizontal and vertical locations in addition to invert elevations of structures, drain outlets, piezometer risers, and other ancillary structures located within the proposed footprint of the stability berm
- **Seepage Collection Trench**
 - Area extending from US Hwy 287 to beyond Alligator Creek from approximately Station 125+00 to Station 155+00

- Supplemental survey points are needed to locate horizontal and vertical locations in addition to invert elevations of structures, drain outlets, piezometer risers, and other ancillary structures located within the area of interest described above
 - Supplemental survey point are needed to define the southern top of bank, and riverbank slope of Alligator Creek within the area of interest described above
- Cell 21 Levee and TWC-A
 - Area extending from the inflatable dam of the relift pump station beyond the impacted portions of the TWC-A
 - Area extending from the concrete spillway on the southern side of Cell 21 beyond the impacted portions of the TWC-A as you move north along the eastern levee of Cell 21

TRWD shall provide FNI a final topographic map to FNI that incorporates the supplemental survey points after they have been meshed into the existing terrain model.

Task C: Stability Berm Design

- C1. Geotechnical Analysis: Perform seepage and slope stability analysis of up to two (2) generalized cross sections of the proposed stability berm. Existing geotechnical data will be used for the analysis. No additional geotechnical borings are included in this scope of services. TRWD to provide lab results for potential borrow source material they have identified. The proposed stability berm will be analyzed under the following scenarios
- a. Global Slope Stability
 - i. End of construction
 - ii. Steady-state seepage
 - b. Seepage analysis under steady-state conditions
- C2. Draft (60%) Submittal:
- a. Prepare 60% drawings for the stability berm design. All drawings will be produced in Civil3D and submitted to TRWD for review in PDF format.
 - b. Prepare draft Technical Specifications for the project. TRWD will be responsible for developing Front End Documents. The draft technical specifications will be submitted to TRWD for review in PDF format.
 - c. Prepare a draft Opinion of Probable Construction Cost (OPCC) for the project. The draft OPCC will be submitted to TRWD for review in PDF format.
 - d. Participate in one (1) virtual meeting with TRWD to review comments on the 60% submittal.
- C3. Draft Final (90%) Submittal:
- a. Incorporate TRWD comments from the Draft Submittal and submit a 90% package to TRWD. The 90% package will include draft final drawings, technical specifications and an OPCC and will be submitted to TRWD for review in PDF format.
 - b. Participate in one (1) virtual meeting with TRWD to review comments on the 90% submittal.
- C4. Design Basis Memorandum:
- a. Prepare a design basis memorandum describing the design of the stability berm. The memorandum will be submitted to TRWD for review in PDF format with the Draft Final Submittal.

C5. Regulatory Submittal:

- a. Incorporate TRWD comments from the draft final submittal.
- b. Submit sealed documents for the final drawings, technical specifications and design basis memorandum to the Texas Commission on Environmental Quality (TCEQ) dam safety group for review and approval.

C6. Issued for Bid Submittal:

- a. Resolve TCEQ comments and incorporate into the construction documents.
- b. Prepare a final sealed set of issued for bid documents including drawings, technical specifications and a 100% OPCC. IFB documents will be provided to TRWD in PDF format.

Assumptions

- The proposed stability berm will be in general conformance with the location and dimensions evaluated in Phase III of this project.
 - i. 1,500 feet long (left to right)
 - ii. 200 feet deep (upstream to downstream)
 - iii. 293 feet top elevation
- All existing internal drainage systems impacted by the stability berm are assumed to be extended to the downstream limits of the proposed stability berm. Evaluation of the current condition of the existing drainage system is not included in this scope of services.
- Existing piezometers that will be impacted by the proposed stability berm that are recommended to remain in service are assumed to be extended upward to the proposed top of berm elevation. No new piezometers are included in this scope of services.
- The stability berm package will be incorporated into the JRC1 Lake Pump Station approach channel dredging early works construction contract expected to take place in 2028. FNI will coordinate with the dredging engineer to provide drawings and technical specs to include in the early works package developed by others.

Task D: Seepage Collection Trench Design

D1. Geotechnical Analysis:

- a. Use the existing three-dimensional seepage model (developed in Phase III of this project) to refine the location, depth, and extents of the proposed seepage collection trench.

D2. Draft (60%) Submittal:

- a. Prepare 60% drawings for the seepage collection trench design. All drawings will be produced in Civil3D and submitted to TRWD for review in PDF format.
- b. Prepare draft Technical Specifications for the project. TRWD will be responsible for developing Front End Documents. The draft technical specifications will be submitted to TRWD for review in PDF format.
- c. Prepare a draft OPCC for the project. The draft OPCC will be submitted to TRWD for review in PDF format.
- d. Participate in one (1) virtual meeting with TRWD to review comments on the 60% submittal.

D3. Draft Final (90%) Submittal:

- a. Incorporate TRWD comments from the Draft Submittal and submit a 90% package to TRWD. The 90% package will include drawings, technical specifications and an OPCC and will be submitted to TRWD for review in PDF format.
- b. Participate in one (1) virtual meeting with TRWD to review comments on the 90% submittal.

D4. Design Basis Memorandum:

- a. Prepare a design basis memorandum describing the design of the seepage collection trench. The memorandum will be submitted to TRWD for review in PDF format with the Draft Final Submittal.
- b. Prepare a geotechnical data report intended to be used as supporting technical data by the Contractor, but not part of the contract documents. This will include information developed in previous studies.

D5. Regulatory Submittal:

- a. Incorporate TRWD comments from the draft final submittal.
- b. Submit sealed documents for the final drawings, technical specifications and design basis memorandum to the Texas Commission on Environmental Quality (TCEQ) dam safety group for review and approval.

D6. Issued for Bid Submittal:

- a. Resolve TCEQ comments and incorporate into the construction documents.
- b. Prepare a final sealed set of issued for bid documents including drawings, technical specifications, and a 100% OPCC. IFB documents will be provided to TRWD in PDF format.

Assumptions

- The proposed seepage collection trench will be in general conformance with the location and dimensions evaluated in Phase III of this project.
- FNI will take into account existing known utility and instrumentation conflicts in the design, but the actual utility and instrumentation adjustments and relocations associated with the project will be performed by others or possibly in the construction package. The cost of these adjustments and/or relocations are not included in this contract.
- No new piezometers are included in this scope of services.

Task E: TWC-A and Cell 21 Levee Design

E1. Site Visit: Perform one (1) site visit to observe the current field conditions and develop additional design considerations (such as contractor access and staging, care of water conditions, etc).

E2. Geotechnical Analysis: Perform seepage and slope stability analysis of up to two (2) generalized cross sections of the Cell 21 levee. Existing geotechnical data will be used for the analysis. No additional geotechnical borings are included in this scope of services. The proposed levee repair will be analyzed under the following scenarios

- a. Global Slope Stability
 - i. End of construction
 - ii. Steady-state seepage

- iii. Rapid drawdown
 - b. Levee seepage analysis under steady-state conditions
 - c. Long term settlement and consolidation
- E3. Draft (60%) Submittal:
- a. Prepare 60% drawings for the Cell 21 levee, TWC-A, and existing sand boil south of Alligator Creek repair design. All drawings will be produced in Civil3D and submitted to TRWD for review in PDF format.
 - b. Prepare draft Technical Specifications for the project. TRWD will be responsible for developing Front End Documents. The draft technical specifications will be submitted to TRWD for review in PDF format.
 - c. Prepare a draft OPCC for the project. The draft OPCC will be submitted to TRWD for review in PDF format.
 - d. Participate in one (1) virtual meeting with TRWD to review comments on the 60% submittal.
- E4. Draft Final (90%) Submittal:
- a. Incorporate TRWD comments from the Draft Submittal and submit a 90% package to TRWD. The 90% package will include drawings, technical specifications and an OPCC and will be submitted to TRWD for review in PDF format.
 - b. Participate in one (1) virtual meeting with TRWD to review comments on the 90% submittal.
- E5. Design Basis Memorandum:
- a. Prepare a design basis memorandum describing the design of the Cell 21 and TWC-A repairs. The memorandum will be submitted to TRWD for review in PDF format with the Draft Final Submittal.
- E6. Issued for Bid Submittal:
- a. Resolve TRWD comments and incorporate into the construction documents.
 - b. Prepare a final sealed set of issued for bid documents including drawings and technical specifications. IFB documents will be provided to TRWD in PDF format.

Assumptions

- The proposed seepage collection trench will be constructed before or in conjunction with the TWC-A and Cell 21 repairs.
- Limits of analysis will generally be between the existing concrete lined overflow spillway and the Cell 21 outlet works and gate for the Cell 21 levee and between the existing inflatable dam to the Cell 21 outlet works and gate for the TWC-A.
- The centerline of the existing Cell 21 alignment may be shifted northwest (into Cell 21) in order to accommodate a flattened levee slope within the limits of the analysis. If required by the levee re-alignment, the existing concrete lined overflow spillway will be re-constructed by the Contractor using the current dimensions and control elevations.
- The centerline of the TWC-A will not change.

TIME OF COMPLETION:

FNI agrees to complete the services in accordance with the following schedule:

Notice to Proceed	NTP
Receipt of Survey (provided by TRWD)	2 months after NTP
60% Submittal Package	5 months after NTP
90% Submittal Package	2 months after receipt of TRWD comments
Final/Regulatory Submittal	1 month after receipt of TRWD comments

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in client review, delays on the flow of information to be provided to FNI, etc.

ADDITIONAL SERVICES

The following services are additional and shall not be included in the scope of services unless specifically approved by TRWD. Engineer shall inform TRWD when a service falls into the "Additional Services" category. Compensation for Additional Services shall be on an hourly basis.

1. Topographic survey and bathymetric survey required for detailed analysis and preparation of designs and drawings.
2. Subsurface utility engineering survey.
3. Geotechnical borings.
4. GIS mapping services or assistance with these services.
5. Preparing data and reports for assistance to TRWD in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparation therefore before any regulatory agency, court, arbitration panel or mediator.
6. Structural analysis of the dam and related appurtenances.
7. Visits to the site in excess of the number of trips included above.
8. Repairs, replacement, retrofitting or abandonment of existing piezometers beyond the planned extension of piezometers impacted by the stability berm to be performed by the construction contractor.
9. Bid phase services.
10. Construction phase services.

SERVICES PROVIDED BY TRWD

1. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
2. Examine all studies, report sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as TRWD deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
3. Topographical data and shapefiles within the project limits. The survey areas of interest are described under Task B of the Project Scope.

Exhibit B

Richland Chambers Dam - Seepage Remediation Design

Summary of Fee Breakdown

Task	Estimated Fee
Project Management*	\$ -
Survey*	\$ -
Stability Berm Design	\$ 122,320
Sand Collection Trench Design	\$ 173,585
TWC-A and Cell 21 Levee Design	\$ 191,536
Total Fee	\$ 487,441

*Fee is distributed between the individual design packages

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: October 20, 2026

SUBJECT: Consider Approval of Interlocal Agreement with the City of Fort Worth for Stormwater, Street, Bridge, and Open Space Infrastructure Improvements for the Panther Island Project

FUNDING: N/A

RECOMMENDATION:

Management recommends that the Board of Directors:

1. Authorize the General Manager to enter into an Interlocal Agreement with the City of Fort Worth for Stormwater, Street, Bridge, and Open Space Infrastructure Improvements for the Panther Island Project; and
2. Amend the Panther Island Canal System Manual to update references to this Interlocal Agreement and the current approved Panther Island Drainage Study and to align definitions.

DISCUSSION:

As construction of necessary infrastructure on Panther Island progresses, this agreement establishes the roles and responsibilities of the City of Fort Worth and Tarrant Regional Water District in construction, funding, and future maintenance of their respective facilities.

Key provisions are:

1. Recognizes the City of Fort Worth (City) as the owner and responsible party for constructing or causing the construction of City Infrastructure Improvements including Stormwater Laterals, Streets, and Bridges.
2. Recognizes TRWD as the owner and responsible party for constructing or causing the construction of TRWD Stormwater Infrastructure Improvements including Canals, Paseos, and related improvements.
3. Provides for procedural cooperation to ensure:
 - a. Shared review of any connections, junctions or touchpoints of City and TRWD stormwater infrastructure;
 - b. Collection of fees due to TRWD prior to issuance of building permits;
 - c. Developer satisfaction of TRWD – Community Facilities Agreement requirements prior to issuance of certificates of occupancy; and
 - d. Timeliness of shared review.
4. Establishes the Stormwater Criteria Manual and the accepted drainage studies as the basis for review of development on Panther Island.

5. Acknowledges that the Paseos are amenities beyond drainage and flood control that are expected to generate property, sales, and hotel-occupancy taxes. As a result, this agreement anticipates the need for future good-faith negotiations between City and TRWD for capital maintenance and replacement of the Paseos based on their economic impact and the financial capacity of the Public Improvement District.
6. Establishes infrastructure maintenance responsibilities as follow :
 - a. City: Routine and Capital Maintenance of City Stormwater Infrastructure and Capital Replacement of Water Quality Best Management Practices in the City's Right-of-Way.
 - b. TRWD:
 - i. Capital Maintenance of Canal
 - ii. Routine Maintenance and Operation of Canal System, including Paseos
 - iii. If PID funding is insufficient, Routine and Capital Maintenance of Water Quality Best Management Practices in the Canal System or City and TxDOT rights-of-way.
 - iv. Enhanced Paseo features for which TRWD expressly accepts responsibility;
 - v. Draining Canal System to allow cleaning of City storm drains.
 - c. Public Improvement District: Requires the City to prioritize the assignment of Routine and Capital Maintenance responsibilities in the PID Budget and Service Plan.
7. Recognizes Vision 2.0 open space objectives but notes that future negotiations are needed for reservation of any TRWD-owned property or infrastructure requirements.
8. Allows for the City's Fee in Lieu of Park Dedication to be used for Paseos as agreed to at the time of construction.
9. Provides for mutual fee waivers to each other for each party to deliver its responsibilities to implement both the Panther Island and Central City Flood Control Projects.
10. Provides for TRWD to withhold from its annual TIF reimbursements to the City for any Central City Flood Control Project betterments requested by the City that become the responsibility of TRWD.
11. Establishes a notification requirement by the City to TRWD for any Local Government Code Chapter 380 agreements with developers, and demonstration that the agreement would positively affect the TIF's performance and its ability to repay its obligations under the TIF Project Cost Funding Agreement.

This item was reviewed by the Construction and Operations Committee on October 14, 2026.

Submitted By:

Susan Alanis
Panther Island Program Director

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WORTH AND
TARRANT REGIONAL WATER DISTRICT FOR
STORMWATER, STREETS AND BRIDGES, AND OPEN SPACE
INFRASTRUCTURE IMPROVEMENTS FOR THE PANTHER ISLAND
PROJECT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation of the State of Texas (“City”) and Tarrant Regional Water District, a water control and improvement district (“TRWD”), each referred to separately as a “party” and collectively as the “parties.”

WHEREAS, the Panther Island Development Project (the “Project”) is an inter-governmental, multi-jurisdictional revitalization project that is comprised of approximately 200 acres of developable real property located north of downtown Fort Worth that will involve a combination of public improvements and private development; and

WHEREAS, the City has exercised land use control, and will exercise subdivision and site development controls, over the Project; and

WHEREAS, TRWD manages an extensive floodway system that protects the City and its residents, is the local sponsor (non-federal interest) of the Project, and owns approximately 100 acres of developable land within the Project area; and

WHEREAS, TRWD will construct, or cause to be constructed, and manage the Canal System that will serve both as stormwater trunk lines and flood protection for the island, as well as the flood isolation gates and dams associated with the Central City Flood Control Project that will ultimately control water levels in the system; and

WHEREAS, the City will construct, or cause to be constructed, other infrastructure including certain stormwater infrastructure, streets, and bridges; and

WHEREAS, neither party has a deadline for delivery of the infrastructure for which each is responsible, except as otherwise contracted, but both parties are committed to advancing the development of the Project expediently to support the performance of the Tax Increment Financing district that is funding the Central City Flood Control Project; and

WHEREAS, both parties are committed to ensuring the delivery of improved open spaces contemplated in Panther Island Vision 2.0; and

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

WHEREAS, the parties desire to establish a cooperative, coordinated, orderly, and mutually agreeable process to address infrastructure improvements for the Project and for limited purposes as described herein for the Central City Flood Control Project; and

WHEREAS, the parties entered into a Memorandum of Understanding on July 28, 2025 (City Secretary Contract No. 63847), that referenced the intended development of an Interlocal Agreement (ILA) for Canal System Funding and Maintenance and an ILA for Canal System Development Processes; and

WHEREAS, TRWD adopted a Panther Island Canal System Manual on September 16, 2025, that referenced the intended development of the same ILAs; and

WHEREAS, the purposes of the referenced ILAs will be more effectively achieved with this consolidated ILA for Stormwater, Street, Bridge and Open Space Infrastructure Improvements Agreement; and

WHEREAS, TRWD commissioned a Drainage Study for Panther Island Canals: B Phase II, C Phase II, and D Phase I that has been accepted by the City to serve as a foundation for stormwater facilities to be constructed or reconstructed by the City, TRWD, or by developers under a Community Facilities Agreement; 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; and

WHEREAS, each party finds that this Agreement is in the common interest of the parties, respectively, and the general public, that this Agreement will benefit the public interest and is made for public purposes, and that the division and assignment of responsibilities herein is in the best interest of the parties, respectively, and the general public.

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

SECTION 1. DEFINITIONS

1.1 Definitions.

- (a) “Bridges” means bridges and other appurtenances necessary for access due to construction of Stormwater Infrastructure Improvements.
- (b) “Canals” means the variable width concrete drainage structure with a normal water surface elevation of 525 feet, also known as the Canal basin.
- (c) “Canal System” means all Canal segments and TRWD improvements within the Canal ROW which includes the Canals and the Paseos.
- (d) “Capital Maintenance” means major improvements that preserve, restore, replace, or significantly extend the useful life of a capital asset or adapts it for a new purpose. It is intended to maintain the asset’s long-term service potential and value. Examples include replacement of lighting systems, structural walls, or large sections of Paseos that are no longer operable or safe.
- (e) “Central City Flood Control Project” means a flood control project covering certain lands in Fort Worth, Tarrant County, Texas, known as the “Trinity River Vision — Central City Project,” as amended and defined by the Final Supplement No. 1 to the Final Supplemental Environmental Impact Statement dated March 6, 2008, prepared by the U.S. Army Corps of Engineers-Fort Worth District (“Central City Project”).

- (f) “City” means the City of Fort Worth, a home-rule municipal corporation of the State of Texas.
- (g) “City Council” means the governing body of the City of Fort Worth.
- (h) “COFW Stormwater Infrastructure Improvements” means City of Fort Worth stormwater infrastructure improvements within and related to the Project, including Storm Laterals, but excluding TRWD Stormwater Infrastructure Improvements defined in (s) below.
- (i) “Development Application” means any complete application for preliminary or final plat, site plan, or building permit submitted to and accepted by the City for property within the Project.
- (j) “Public Open Space” means improvements to TRWD- or City-owned Public Open Spaces, including but not limited to parks, plazas, trails, and walkways, and including those adjacent to the bypass channel so long as they serve a recreational function and are open to the public. Public Open Space does not include Paseos.
- (k) “Panther Island Project” or “Project” means a project consisting of public improvements on approximately 391 acres of land located north of Downtown Fort Worth bounded by the proposed new bypass channel (east of Fort Worth & Western Railroad and Greenleaf St.) on the west and north and the West Fork Trinity River on the south and east, as reflected in Exhibit A.
- (l) “Paseo” means the area between the outer boundary Canal ROW and edge of the Canal water surface including the sidewalks, pedestrian walkways, planter boxes, plantings, walls, irrigation systems, decorative features, and all other areas to which the public has access adjacent to the Canal. The Paseo will be publicly accessible.
- (m) “Right-of-Way Acquisition” means the acquisition of necessary real property interests required for the installation, operation, maintenance, or improvement of the Canals.
- (n) “Routine Maintenance” means regular activities to maintain an asset in its current operating condition without significantly increasing the value, extending its useful life or adapting for a new purpose. Examples include replacing landscaping, broken steps, lighting, or damaged landscaping walls.
- (o) “Stormwater Best Management Practices” means devices, practices, or methods that are used to manage stormwater runoff by controlling peak runoff rate, improving water quality, and managing runoff volume as described in the TRWD Water Quality Guidance Manual.
- (p) “Stormwater Laterals” mean underground storm drainage improvements required per the current approved Panther Island drainage study. Despite their size, they are referred to as laterals since they are the minor pipes feeding the Canals that serve as trunk lines.
- (q) “Studies” means the stormwater, flood, water, sewer, traffic, and other related engineering analyses, including any amendment(s) or update(s) thereto.

- (r) “TRWD” means Tarrant Regional Water District, a water control and improvement district organized and existing under the law of the State of Texas.
- (s) “TRWD Board” means the governing body of the Tarrant Regional Water District.
- (t) “TRWD Stormwater Infrastructure Improvements” means Canals, Paseo, and related improvements or appurtenances constructed by, on behalf of, under the supervision and at the cost of TRWD within and related to the Project.

SECTION 2. STORMWATER IMPROVEMENTS FOR THE PROJECT

2.1 COFW Stormwater Infrastructure Improvements.

(a) The City, in accordance with its prevailing standards as determined by the City from time to time, shall designate the COFW Stormwater Infrastructure Improvements necessary to serve the Project.

(b) Except as otherwise agreed in advance and in writing between the parties, the City shall be solely responsible for providing funding for, or causing construction of, COFW Stormwater Infrastructure Improvements.

(c) City shall be solely responsible for collecting all dedications, exactions, fees, fees in lieu, or other charges for or related to COFW Stormwater Infrastructure Improvements.

(d) City shall be solely responsible for responding to any request for proportionality analysis relating to the COFW Stormwater Infrastructure Improvements made by a developer or other person under Sec. 212.904 of the Local Government Code or other applicable law.

(e) City shall require, as a condition of a complete application for building permits, the receipt of mutually agreeable written evidence of payment of all necessary charges or mandatory fees, such as the TRWD Canal Connection Fee, under Sec. 49.212 of Water Code collected by TRWD.

(f) The City shall require, as a condition of releasing building permits and/or certificates of occupancy, the receipt of mutually agreeable written evidence of developer satisfaction of any TRWD Community Facilities Agreements.

2.2 TRWD Stormwater Infrastructure Improvements.

(a) TRWD, in accordance with its Stormwater Best Management Practices as determined by TRWD from time to time, shall designate the TRWD Stormwater Infrastructure Improvements necessary to serve the Project. This primarily includes the Canal System but may include water quality devices installed in City right-of-way.

(b) Except as otherwise agreed in advance and in writing between the parties, TRWD shall be solely responsible for providing funding for, or causing construction of, the TRWD Stormwater Infrastructure Improvements. TRWD has adopted and will enforce necessary charges and mandatory fees under Sec. 49.212 of Water Code to provide and to make available the TRWD Stormwater Infrastructure Improvements.

(c) TRWD shall be solely responsible for adopting, collecting, and enforcing all necessary charges or mandatory fees under Sec. 49.212 of Water Code.

(d) TRWD may authorize credits to or waiver of its fees otherwise due to incentivize development that meets certain criteria; however, such credits or waivers do not absolve TRWD from the responsibility to fund or cause construction of the TRWD Stormwater Infrastructure Improvements.

(e) TRWD shall provide City with mutually agreeable written evidence of payment of all necessary charges or mandatory fees under Sec. 49.212 of Water Code collected by TRWD as a condition of the City's conditioning payment of said fees for a complete application for building permits.

(f) TRWD shall provide the City with mutually agreeable written evidence of developer satisfaction of any TRWD Community Facilities Agreements as a condition of the City's release of building permits and/or certificates of occupancy.

2.3 Connections, Junctions, or Touchpoints of City and TRWD Stormwater Infrastructure Improvements.

(a) The parties, in accordance with stormwater best management practices as determined by the parties from time to time, shall cooperate in the design review, inspection and acceptance of connections, junctions, or touchpoints of their respective Stormwater Infrastructure Improvements. This shall also apply to any developer construction of all or a portion of City or TRWD Stormwater Infrastructure Improvements under a Community Facilities Agreement with either agency.

(b) Each party will retain ownership of their respective infrastructure and reasonable efforts shall be made to ensure visible delineation of maintenance responsibilities.

SECTION 3.

DUTIES AND RESPONSIBILITIES FOR DEVELOPMENT REVIEW AND APPROVAL OF COFW STORMWATER INFRASTRUCTURE IMPROVEMENTS AND TRWD STORMWATER INFRASTRUCTURE IMPROVEMENTS

3.1 Duties and Responsibilities of City. The City's duties and responsibilities include the following:

- (a) The City shall be the party responsible for the intake of any request for a development application related to any City Stormwater Infrastructure Improvement(s) made by a developer or other person.
- (b) The City shall apply the requirements of the Stormwater Criteria Manual and the accepted Drainage Study for Panther Island Canals: B Phase II, C Phase II and D Phase I in as the basis for its review;
- (c) The City shall circulate any plats or replats for TRWD comment prior to approval;
- (d) The City shall not accept or reject any completed COFW Stormwater Infrastructure Improvement(s) that has a connection, juncture, or touchpoint with TRWD Stormwater Infrastructure Improvements without TRWD's written consent and agreement;

- (e) The City shall not issue any permit for a Development Application related to any TRWD Stormwater Infrastructure Improvement(s) without proof that all necessary charges and/or mandatory fees adopted by TRWD under Sec. 49.212 of Water Code or otherwise have been paid in full, unless prior written consent has been provided by TRWD; and
- (f) The City shall cooperate with TRWD to give full force and effect to this Agreement now and in the future.

3.2 Duties and Responsibilities of TRWD. TRWD's duties and responsibilities include the following:

- (a) Following notification of the City's receipt of a Development Application related to COFW Stormwater Improvements that will have a connection, juncture or touchpoint to TRWD Stormwater Improvements, TRWD shall promptly conduct, complete, and deliver a review of the application to the City within the City's ten (10) business day turnaround for comments;
- (b) TRWD shall cooperate with the City as needed to assist the City in meeting all applicable state and local deadlines;
- (c) TRWD shall promptly issue written proof of payment upon payment in full of all necessary charges and/or mandatory fees adopted by TRWD under Sec. 49.212 of Water Code or other law for any TRWD Stormwater Infrastructure Improvement(s) for purposes of City release of permits as appropriate; and
- (d) TRWD shall cooperate with the City to give full force and effect to this Agreement now and in the future.

SECTION 4.

DUTIES AND RESPONSIBILITIES FOR MAINTENANCE OF COFW STORMWATER INFRASTRUCTURE IMPROVEMENTS AND TRWD STORMWATER INFRASTRUCTURE IMPROVEMENTS

4.1 Maintenance of Stormwater Infrastructure. Maintenance of Stormwater Infrastructure on Panther Island is a shared responsibility between the parties and shall be primarily apportioned to the party responsible for constructing or causing to be constructed a Stormwater Infrastructure as provided under this agreement. In addition, the Paseos are intended to be an amenity beyond drainage and flood control that are expected to generate increased property, sales, and hotel-occupancy taxes to the City. It is therefore jointly understood that the long-term Capital Maintenance and replacement of Paseos shall be a shared responsibility to be negotiated in good faith between TRWD and City based on the economic impact of the Canal System and in consideration of feasible and contracted responsibilities of the Public Improvement District. The negotiations will occur as part of a jointly developed rolling Five-Year Capital Maintenance Program for Panther Island or as needs arise.

4.2 Duties and Responsibilities of City. The City's duties and responsibilities include the Routine and Capital Maintenance of City Stormwater Infrastructure and Capital Replacement of BMPs in the City's right-of-way.

4.3 Duties and Responsibilities of TRWD. TRWD's duties and responsibilities include the following:

- (a) Capital Maintenance of Canal;

- (b) Routine Maintenance and Operation of Canal System, including Paseos as further described in the Canal System Manual;
- (c) If the Public Improvement District has insufficient funds to assign as a priority budget item, TRWD shall be responsible for Routine and Capital Maintenance of Stormwater Best Management Practices (BMPs) in Canal System or City and TxDOT right-of-way, excluding Capital Maintenance of BMPs as part of street or City Stormwater Infrastructure replacement;
- (d) Any enhanced Paseo features for which TRWD expressly accepted responsibility, including the enforcement of contracts for features contractually assigned to an adjacent developer;
- (e) Drain, pump, or otherwise cause removal of water from the Canals and City storm drains so that City storm drain cleaning can be performed. The frequency of this work would be as mutually agreed by the TRWD and the City. The canals and storm drains shall remain drained for the duration necessary for City personnel to complete maintenance activities.

4.4 Duties and Responsibilities of the Panther Island Public Improvement District (PID).

The City will prioritize the assignment of Routine and Capital Maintenance responsibilities for the Paseo, streetscapes, and other enhanced amenities to a Public Improvement District, or other special district, by the City through an approved Service Plan and Budget as administered through a Management Agreement. The PID shall be responsible for Routine Maintenance of all Water Quality Devices and BMPs in the City right-of-way or easement as required by the TRWD Water Quality Manual for development on Panther Island as referenced in the Panther Island Form-Based Code and the Stormwater Management Criteria Manual, Panther Island Addendum. These BMPs include bioretention / tree wells, permeable paving, or other approved alternatives as agreed to by TRWD and the City.

SECTION 5. STREET AND BRIDGE IMPROVEMENTS

5.1 Designation of Street and Bridge Improvements. The City, in accordance with its prevailing standards as determined by the City from time to time, shall designate the COFW Street and Bridge Improvements necessary to serve the Project. Bridge Improvements are necessary to facilitate construction of the storm drain system for the Project.

5.2 Construction of Street and Bridge Improvements. Except as otherwise agreed in advance and in writing between the parties, the City shall be solely responsible for providing funding for, or constructing, or causing the construction of the Street and Bridge Improvements.

5.3 Collection of Dedications, Exactions Fees, Fees in Lieu, or Other Charges. The City shall be solely responsible for collecting all dedications, exactions, fees, fees in lieu, or other charges for or related to the Street and Bridge Improvements.

5.4 Proportionality Analysis. The City shall be solely responsible for responding to any request for proportionality analysis relating to the COFW Street and Bridge Improvements made by a developer or other person under Sec. 212.904 of the Local Government Code or other applicable law.

SECTION 6. PUBLIC OPEN SPACE AND PASEO IMPROVEMENTS

6.1 Public Open Space Improvements. Neither party is currently obligated to fund Public Open Space improvements. However, Panther Island Vision 2.0 recommends a significant commitment of

TRWD-owned and privately-owned land for parks, plazas and walkways. Both parties will endeavor to achieve this vision through future negotiations of open space reservation, parkland dedication where and if appropriate, and infrastructure investments.

6.2 Use of Fees in Lieu of Park Dedication for Public Open Spaces. City may allow the use of Fees-in-Lieu of Park Dedication (“Park Fees”) collected on Panther Island (Central City Unit Number 4.13-6) by TRWD for the purpose of constructing Public Open Spaces, on land owned by TRWD or City, as agreed to by the parties at the time of development.

6.3 Use of Fees in Lieu of Park Dedication for Paseos. While Paseos are not Public Open Spaces governed by the Panther Island Form-Based Code, they will serve a similar purpose and be publicly accessible. Therefore, the City may allow the use of Fees in Lieu of Park Dedication (“Park Fees”) collected on Panther Island (Central City Unit Number 4.13-6) by TRWD for the purpose of constructing Paseos as agreed to by the parties at the time each segment is constructed by TRWD or a developer.

6.4 Park Fees. Use of Park Fees for Public Open Spaces or Paseos shall be negotiated in good faith by both parties to determine the best use of available funds to achieve the infrastructure and activation objectives with the intent of providing a shared recommendation to the City Council on a project-by-project basis.

SECTION 7. FEE WAIVERS AND CHAPTER 380 AGREEMENTS

7.1 Fee Waivers. In furtherance of the public purpose of implementing the Project and the Central City Project, the parties do not intend to charge each other for staff time. In addition, the City shall waive certain fees that may otherwise be due for construction of facilities, infrastructure or open space by TRWD. Waiver of fees does not apply to private development on TRWD land, unless agreed to by the City and a developer via a separate agreement. Waived fees include, but are not limited to, the following.

- a) All Building permit related fees
- b) Plat application fee
- c) Board of Adjustment application fee
- d) Demolition fee
- e) Structural moving fee
- f) Community Facility Agreement (CFA) application fee
- g) Zoning application fee
- h) Street and utility easement vacation application fee
- i) Ordinance Inspection fee
- j) Consent/Encroachment Agreement Application fee
- k) Transportation Impact fee
- l) Sign Permit fees

7.2 Water and Wastewater Impact Fees. Water and Wastewater Impact Fees are specifically not waived by this Agreement.

7.3 TRWD Operations Yard Fees. Specifically, this Agreement ratifies the waiver of fees for the relocation of the TRWD Operations Yard to outside of the Panther Island Service Area consistent with this agreement.

7.4 380 Agreements. In the event that the City chooses to offer loans and / or grants of city funds or services at little or no cost to promote economic development and to stimulate business and commercial activity as authorized under Chapter 380 of the Local Government Code for property in Tax Increment Financing District 9: Trinity River Vision (TIF 9) boundaries, the City shall notify TRWD of the proposed agreement at least 60 days prior to the approval by the City Council and provide sufficient analysis that the loan or grant will positively affect the performance of the TIF to meet its existing obligations under the TIF Project Cost Funding Agreement.

7.5 Betterments Requested by the City. If City chooses not to fund betterments on the Central City Flood Control Project that the City has requested and the payment becomes the responsibility of TRWD, those costs can be withheld from annual reimbursements to City and/or become TRWD project costs for the purpose of eligibility for TIF reimbursement.

SECTION 8. TERM

This Agreement shall become effective upon execution by the City's Assistant City Manager ("Effective Date") and shall continue in full force and effect unless terminated by mutual agreement of the parties.

SECTION 9. LIABILITY

To the extent permitted under Texas law and without waiving any defenses including governmental immunity, 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.

SECTION 10. ASSIGNMENT

Neither City nor TRWD will assign, sublet, subcontract, or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the other party.

SECTION 11. LIMITATIONS OF AUTHORITY/INDEPENDENT CONTRACTOR

Each party shall operate as an independent contractor as to all rights, and privileges granted herein and not as an agent, representative, or employee of the other party. No party has authority for and on behalf of the other party except as provided in this Agreement. No other authority, power, partnership, or use of rights are granted or implied. It is expressly understood that the employees, methods, and facilities of the City shall at all times be under its exclusive jurisdiction, direction and control. It is expressly understood that the employees, methods, and facilities of TRWD shall at all times be under its exclusive jurisdiction, direction and control. The doctrine of *respondeat superior* shall not apply as between the City, its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants, and TRWD and its employees, directors, officers, agents, authorized representatives, subcontractors, and

consultants. City shall in no way be considered a co-employer or a joint employer of TRWD or any officers, agents, servants, employees or subcontractors of TRWD. TRWD shall in no way be considered a co-employer or a joint employer of City or any officers, agents, servants, employees or subcontractors of City. Neither TRWD, nor any officers, agents, servants, employees or subcontractors of TRWD shall be entitled to any employment benefits from City. Neither City, nor any officers, agents, servants, employees or subcontractors of City shall be entitled to any employment benefits from TRWD. Nothing herein shall be construed as the creation of a partnership, agency or joint enterprise between the City and TRWD.

SECTION 12. NO WAIVER

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder. The failure of any party hereto to exercise the rights granted it herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

SECTION 13. NON-APPROPRIATION OF FUNDS

City and TRWD will each use their best efforts to appropriate sufficient funds to support each party's obligations under this Agreement. In the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing, and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

SECTION 14. 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.

SECTION 15. AMENDMENTS

No amendments to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties with the approval of the parties' respective governing bodies.

SECTION 16. 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.

**SECTION 17.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION 18.
NOTICES**

All notices required by this Agreement shall be in writing and delivered as indicated below:

To the City:

City of Fort Worth
Attn: City Manager's Office
100 Fort Worth Trail
Fort Worth, Texas 76102
With copy to Fort Worth City Attorney's
Office at the same address

To TRWD:

Tarrant Regional Water District
Attn: General Manager
800 East Northside Drive
Fort Worth, Texas 76201
With copy to TRWD General Counsel's Office
at the same address

**SECTION 19.
FORCE MAJEURE**

City and TRWD shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

**SECTION 20.
COOPERATION AND MUTUAL ASSISTANCE**

The parties shall reasonably cooperate so as to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist one another in carrying out such terms and provisions.

**SECTION 21.
HEADINGS NOT CONTROLLING**

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

**SECTION 22.
REVIEW OF COUNSEL**

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**SECTION 23.
AUTHORIZATION**

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other party that any necessary resolution or actions extending such authority have been duly passed and are now in full force and effect.

**SECTION 24.
ENTIRE AGREEMENT**

This written instrument, including all exhibits attached hereto, contains the entire understanding and agreement between the City and TRWD as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement.

**SECTION 25.
COUNTERPARTS**

This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date signed by the City's Assistant City Manager.

CITY OF FORT WORTH

Dana Burghdoff
Assistant City Manager

Date: _____

Recommended by:

D.J. Harrell
Director, Development Services Department

APPROVED AS TO FORM AND LEGALITY:

Richard A. McCracken
Sr. Assistant City Attorney

M&C: _____
Date: _____
Form 1295: _____

ATTEST:

Jannette Goodall
City Secretary

Katherine Cenicola
Assistant City Secretary

Contract Compliance Manager:

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

Name: Clair C. Davis, P.E., CFM
Title: Sr. Capital Projects Officer

TARRANT REGIONAL WATER DISTRICT,

a Water Control and Improvement District

Dan Buhman, General Manager

APPROVED AS TO FORM AND LEGALITY:

Stephen Tatum, General Counsel

**EXHIBIT A
PANTHER ISLAND PROJECT**



Interlocal Agreement Between the COFW and TRWD for Stormwater, Streets and Bridges, and Open Space Infrastructure Improvements for the Panther Island Project

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: October 20, 2026

SUBJECT: CONSIDER APPROVAL OF RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, WATER REVENUE BONDS, SERIES 2026A, PLEDGING REVENUES FOR THE PAYMENT OF THE BONDS, AND AUTHORIZING OTHER INSTRUMENTS AND PROCEDURES RELATING THERETO

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of a resolution authorizing the issuance, sale, and delivery of the Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue Bonds, Series 2026A, through private placement with the State of Texas, pledging revenues for the payment of the bonds, and authorizing other instruments and procedures relating thereto.

DISCUSSION:

These funds will be used to (i) construct the Mary's Creek Indirect Water Reclamation Project; (ii) to fund a debt service reserve fund; and (iii) to pay costs of issuance of the Series 2026A Bonds. The Mary's Creek Indirect Water Reclamation Project includes the construction of a channel dam across Mary's Creek, an intake structure and pump station, and a pipeline connection.

The TWDB issued the bonds on September 23rd, and the District, upon approval, will issue the private placement bonds on November 19th. The current SWIRFT funding subsidy amount is approximately 14% for 30-year maturities for an estimated savings of \$9.3 million dollars over the 30-year repayment period of the bonds.

Please see attached Bond Resolution.

This item was reviewed by the Finance and Audit Committee on October 12, 2026.

Submitted By:

Kathleen Ray
Finance Director

Section 1. AMOUNT AND PURPOSE OF THE BONDS. The bond or bonds of the Issuer are hereby authorized to be issued and delivered, in one or more series, in an aggregate principal amount of \$55,000,000, and in the manner hereinafter provided, for the purpose of obtaining funds to (i) pay for construction, improvements, and extensions to the District's Water System, including financing and construction of the Mary's Creek Indirect Water Reclamation Project, including procurement, construction, inspection, testing, and legal expenses, and other System improvements, (ii) fund a reserve fund for the Series 2026A Bonds, and (iii) pay costs of issuance of the Series 2026A Bonds.

Section 2. DESIGNATION OF THE BONDS. Each bond issued pursuant to this Resolution shall be designated: "TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, WATER REVENUE BONDS, SERIES 2026A." Initially there shall be issued, sold, and delivered hereunder a single fully registered bond, without interest coupons, payable in installments of principal (the "Initial Bond"), but the Initial Bond may be assigned and transferred and/or converted into and exchanged for a like aggregate amount of fully registered bonds, without interest coupons, having serial maturities, and in the denomination or denominations of \$5,000 or any integral multiple of \$5,000, all in the manner hereinafter provided. The term "Series 2026A Bonds" as used in this Resolution shall mean and include collectively the Initial Bond and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Series 2026A Bond" shall mean any of the Series 2026A Bonds.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL BOND. (a) The Initial Bond is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Bond, without interest coupons, dated November 1, in the denomination and aggregate principal amount of \$55,000,000, numbered TR-1, payable in annual installments of principal to the initial registered owner thereof, to-wit: Texas Water Development Board ("TWDB") or to the registered assignee or assignees of said Initial Bond or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Bond to be payable on the dates, respectively, and in the principal amounts, respectively, stated in the FORM OF INITIAL BOND set forth in this Resolution.

(b) The Initial Bond (i) may be prepaid or paid on the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Bond shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL BOND set forth in this Resolution.

Section 4. INTEREST. The unpaid principal balance of the Initial Bond shall bear interest from the date of delivery (the "Issue Date") of the Initial Bond to the TWDB to the respective scheduled due dates, or to the respective dates of prepayment or redemption, of the installments of principal of the Initial Bond, and such interest shall be payable in the manner, at the rates, and on the dates, respectively, as provided in the FORM OF INITIAL BOND, set forth in this Resolution.

Section 5. FORM OF INITIAL BOND. The form of the Initial Bond, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Bond, shall be substantially as follows:

FORM OF INITIAL BOND

NO. TR-1

\$55,000,000

UNITED STATES OF AMERICA
STATE OF TEXAS
TARRANT REGIONAL WATER DISTRICT,
A WATER CONTROL AND IMPROVEMENT DISTRICT,
WATER REVENUE BOND,
SERIES 2026A

TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to TEXAS WATER DEVELOPMENT BOARD (the "TWDB") or to the registered assignee or assignees of this Bond or any portion or portions hereof (in each case, the "registered owner") the aggregate principal amount of FIFTY-FIVE MILLION and No/100 DOLLARS in annual installments of principal due and payable on September 1 in each of the years, in the respective principal amounts, and bearing interest at the respective interest rates, as set forth in the following schedule:

<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2027	1,110,000	2.910	2042	1,720,000	4.150
2028	1,115,000	2.980	2043	1,790,000	4.240
2029	1,140,000	3.030	2044	1,860,000	4.220
2030	1,170,000	3.090	2045	1,935,000	4.250
2031	1,200,000	3.200	2046	2,015,000	4.290
2032	1,235,000	3.270	2047	2,100,000	4.400
2033	1,265,000	3.360	2048	2,190,000	4.400
2034	1,305,000	3.400	2049	2,290,000	4.460
2035	1,340,000	3.460	2050	2,390,000	4.480
2036	1,385,000	3.560	2051	2,500,000	4.480
2037	1,430,000	3.670	2052	2,610,000	4.530
2038	1,480,000	3.880	2053	2,725,000	4.530
2039	1,535,000	3.980	2054	2,845,000	4.570
2040	1,590,000	4.020	2055	2,970,000	4.570
2041	1,655,000	4.130	2056	3,105,000	4.570

Interest will be payable, calculated on the basis of a 360-day year composed of twelve 30-day months, from the date of initial delivery of this Bond to the TWDB, on the balance of each such installment of principal, with said interest being payable semiannually on each March 1 and September 1, commencing March 1, 2027, while this Bond or any portion hereof is outstanding and unpaid.

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Bond are payable to the registered owner hereof through the services of BOKF, NA, DALLAS, TEXAS, which is the "Paying Agent/Registrar" for this Bond. Payment of all principal of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and/or interest payment date by check, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of this Bond (the "Bond Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and/or interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared at the close of business on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described; provided that, if the TWDB is the registered owner of this Bond, at the option of the TWDB and at the expense of the Issuer, such payment shall be made by wire transfer pursuant to written directions of the TWDB. The Issuer covenants with the registered owner of this Bond that on or before each principal and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Redemption Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND has been authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$55,000,000, for the purpose of obtaining funds to (i) pay for construction, improvements, and extensions to the District's Water System, including financing and construction of the Mary's Creek Indirect Water Reclamation Project, including procurement, construction, inspection, testing, and legal expenses, and other System improvements, (ii) fund a reserve fund for this Bond, and (iii) pay costs of issuance of this Bond.

ON March 1, 2037, or any date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, in inverse order of principal installments. If less than a whole principal installment is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot or other customary method of random selection the portion of the principal installment to be redeemed (only in an integral multiple of \$5,000), at the redemption price of the principal amount to be prepaid or redeemed, plus accrued interest to the date fixed for prepayment or redemption.

AT LEAST 30 days prior to the date fixed for any such prepayment or redemption a written notice of such prepayment or redemption shall be mailed by the Paying Agent/Registrar to the registered owner hereof. By the date fixed for any such prepayment or redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required prepayment or redemption price for this Bond or the portion hereof which is to be so prepaid or redeemed, plus accrued interest thereon to the date fixed for prepayment or redemption. If such written notice of prepayment or redemption is given, and if due provision for such payment is made, all as provided above, this Bond, or the portion thereof which is to be so prepaid or redeemed, thereby automatically shall be treated as prepaid or redeemed prior to its scheduled due date, and shall not bear interest after the date fixed for its prepayment or redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the prepayment or redemption price plus accrued interest to the date fixed for prepayment or redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such prepayments or redemptions of principal of this Bond or any portion hereof.

THIS BOND, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of \$5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Bond, or any portion or portions hereof in any integral multiple of \$5,000, to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any such portion or portions hereof by the initial registered owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds) or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond or any portion or portions hereof, but solely in the form and

manner as provided in the next paragraph hereof for the conversion and exchange of this Bond or any portion hereof. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Bond Resolution, this Bond, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Bond shall have a single stated principal maturity date), upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. If this Bond or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Bond or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Bond or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE BOND RESOLUTION, THIS BOND IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Bond or any portion hereof may be assigned and transferred, and converted, subsequently, as provided in the Bond Resolution. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond and the interest thereon are special obligations of the Issuer which, together with other outstanding bonds of the Issuer, are secured by and payable equally and ratably on a parity from a first lien on and pledge of the "Pledged Revenues," as defined in the Bond Resolution, which include the "Net Revenues of the District's Water System," as defined in the Bond Resolution, which specifically include certain amounts to be received by the Issuer (i) pursuant to the "Tarrant County Regional Water Supply Facilities Contract," dated August 29, 1979, among the Issuer and the Cities of Fort Worth and Mansfield, Texas, the "Tarrant County Regional Water Supply Facilities Supplemental Contract For Trinity River Authority of Texas," dated as of March 12, 1979 between the Issuer and Trinity River Authority of Texas, and the "Tarrant County Regional Water Supply Facilities Amendatory Contract", dated September 1, 1982, among the Issuer, the Cities of Fort Worth, Arlington, and Mansfield, Texas, and Trinity River Authority of Texas, which last named amendatory contract consolidates the previous contracts between such parties with respect to the Issuer's Water System into one instrument and sets forth the entire agreement between such parties with respect to the Issuer's Water System, and (ii) pursuant to contracts with other water customers of the Issuer.

THE ISSUER has reserved the right, subject to the restrictions stated in the Bond Resolution, to issue Additional Bonds payable from and secured by a first lien on and pledge of the Pledged Revenues on a parity with this Bond.

THE ISSUER also has reserved the right to amend the Bond Resolution, with the approval of the owners of 51% of the outstanding bonds secured by a first lien on the Pledged Revenues, subject to the restrictions stated in the Bond Resolution.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between the registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Directors of the Issuer and countersigned with the manual or facsimile signature of the Secretary or Vice President of the Board of Directors of the Issuer, has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond, and has caused this Bond to be dated as of November 1, 2026.

Secretary, Board of Directors

President, Board of Directors

(DISTRICT SEAL)

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Acting Comptroller of Public Accounts of the State
of Texas

(COMPTROLLER'S SEAL)

Section 6. CHARACTERISTICS OF THE SERIES 2026A BONDS.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Series 2026A Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Series 2026A Bond to which payments with respect to the Series 2026A Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such

interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Series 2026A Bonds shall be made within three Business Days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Series 2026A Bond or Series 2026A Bonds shall be paid as provided in the FORM OF BOND set forth in this Resolution. Registration of assignments, transfers, conversions and exchanges of Series 2026A Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Resolution. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Series 2026A Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Series 2026A Bonds in the manner prescribed herein, and said Series 2026A Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Series 2026A Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Series 2026A Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Series 2026A Bonds which initially were issued and delivered pursuant to this Resolution, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Series 2026A Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Series 2026A Bonds, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Series 2026A Bonds.

(c) In General. The Series 2026A Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Series 2026A Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Series 2026A Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer

shall have certain duties and responsibilities with respect to the Series 2026A Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF Series 2026A Bond set forth in this Resolution. The Series 2026A Bonds initially issued and delivered pursuant to this Resolution are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Series 2026A Bond issued in conversion of and exchange for any Series 2026A Bond or Series 2026A Bonds issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF SERIES 2026A SUBSTITUTE BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Series 2026A Bonds that at all times while the Series 2026A Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Series 2026A Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Series 2026A Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Series 2026A Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(e) Reporting Requirements of Paying Agent/Registrar. To the extent required by the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the Issuer, to report to the owners of the Series 2026A Bonds and the Internal Revenue Service (i) the amount of "reportable payments", if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Series 2026A Bonds and (ii) the amount of interest or amount treating as interest on the Series 2026A Bonds and required to be included in gross income of the owner thereof.

(f) Book-Entry Only System. The Series 2026A Bonds issued in exchange for the Series 2026A Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Series 2026A Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2026A Bond shall be registered in the name of Cede & Co., as nominee of Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Series 2026A Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Series 2026A Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Series 2026A Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2026A Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Series 2026A Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on, as the case may be, the Series 2026A Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Series 2026A Bond is registered in the Registration Books as the absolute owner of such Series 2026A Bond for the purpose of payment of principal, premium, if any, and interest, as the case may be, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Series 2026A Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on, or as the case may be, the Series 2026A Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Series 2026A Bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest, as the case may be, pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC. The Issuer has executed and delivered to DTC a "Blanket Letter of Representation" to effect the use of a book-entry-only system for obligations such as the Series 2026A Bonds.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Letter of Representation of the Issuer to DTC and that it is in the best interest of the beneficial owners of the Series 2026A Bonds that they be able to obtain certificated Series 2026A Bonds, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2026A Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Series 2026A Bonds and transfer one or more separate Series 2026A Bonds to DTC Participants having Series 2026A Bonds credited to their DTC accounts. In such event, the Series 2026A Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2026A Bonds shall designate, in accordance with the provisions of this Resolution.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on, or as the case may be, such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

Section 7. FORM OF SERIES 2026A SUBSTITUTE BONDS. The form of all Series 2026A Bonds issued in conversion and exchange or replacement of any other Series 2026A Bond or portion thereof, including the form of Paying Agent/Registrar's Certificate to be printed on each of such Series 2026A Bonds, and the Form of Assignment to be printed on each of the Series 2026A Bonds, shall be, respectively, substantially as follows with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution.

(Remainder of Page Intentionally Left Blank)

FORM OF SERIES 2026A SUBSTITUTE BOND

NO. _____

PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TARRANT REGIONAL WATER DISTRICT,
A WATER CONTROL AND IMPROVEMENT DISTRICT,
WATER REVENUE BOND,
SERIES 2026A

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP NO.</u>
%	March 1, _____	_____, 2026	

ON THE MATURITY DATE specified above TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to CEDE & CO. or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of _____ DOLLARS and to pay interest thereon, calculated on the basis of a 360-day year composed of twelve 30-day months, from the Issue Date specified above, to the Maturity Date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; with interest being payable semiannually on each March 1 and September 1, commencing March 1, 2027, except that if the date of authentication of this Bond is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of the Bonds (the "Bond Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the

registered owner, as it appeared at the close of business on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described; provided, however, for Bonds, the registered owner of which is the Texas Water Development Board (the "TWDB"), at the option of the TWDB and at the expense of the Issuer, such payment shall be made by wire transfer pursuant to written directions of the TWDB. However, notwithstanding the foregoing provisions, (1) the payment of such interest may be made by any other method acceptable to the Paying Agent/Registrar and requested by, and at the risk and expense of, the registered owner hereof and (2) upon the written request, and at the risk and expense of, the registered owner of any Bond of this Series in the amount of \$1,000,000 or more, delivered to the Paying Agent/Registrar not less than 15 days prior to any interest payment date, payment of the interest due on such Bond on such date shall be paid on such date by wire transfer to any designated account in the United States of America which has available to it the wire service facilities of the Federal Reserve Bank. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner at the principal corporate trust office of the Paying Agent/Registrar upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Redemption Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of bonds (the "Bonds") dated as of November 1, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$55,000,000 for the purpose of obtaining funds to (i) pay for construction, improvements, and extensions to the District's Water System, including financing and construction of the Mary's Creek Indirect Water Reclamation Project, including procurement, construction, inspection, testing, and legal expenses, and other System improvements, (ii) fund a reserve fund for the Series 2026A Bonds, and (iii) pay costs of issuance of the Series 2026A Bonds.

ON March 1, 2037, or any date thereafter, the Bonds may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the particular maturities and amounts of Bonds to be redeemed so long as any of the Bonds are owned by the TWDB, in inverse order of maturity, and otherwise the Issuer shall select the maturity, or maturities, and the amount that is to be redeemed. If less than

a whole maturity of the Bonds is to be redeemed, the Issuer shall direct the Paying Agent/Registrar to call by lot or other customary method of random selection the particular Bonds or portions thereof to be redeemed (only in an integral multiple of \$5,000), at the redemption price of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption.

DURING ANY PERIOD in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity at the option of the Issuer, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner appearing on the Registration Books at the close of business on the day next preceding the date of mailing of such notice; provided, however, that any notice so mailed shall be conclusively presumed to have been duly given and the failure to receive such notice, or any defect therein shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond at the option of the Issuer. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Resolution.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF \$5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The

form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other bonds. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Resolution, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute

therefor, and promptly will cause written notice thereof to be mailed to the registered owners of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond and the interest thereon, are special obligations of the Issuer which, together with other outstanding bonds of the Issuer, are secured by and payable equally and ratably on a parity from a first lien on and pledge of the "Pledged Revenues," as defined in the Bond Resolution, which include the "Net Revenues of the District's Water System," as defined in the Bond Resolution, which specifically include certain amounts to be received by the Issuer (i) pursuant to the "Tarrant County Regional Water Supply Facilities Contract", dated August 29, 1979, among the Issuer and the Cities of Fort Worth and Mansfield, Texas, the "Tarrant County Regional Water Supply Facilities Supplemental Contract For Trinity River Authority of Texas," dated as of March 12, 1979 between the Issuer and Trinity River Authority of Texas, and the "Tarrant County Regional Water Supply Facilities Amendatory Contract," dated September 1, 1982, among the Issuer, the Cities of Fort Worth, Arlington, and Mansfield, Texas, and Trinity River Authority of Texas, which last named amendatory contract consolidates the previous contracts between such parties with respect to the Issuer's Water System into one instrument and sets forth the entire agreement between such parties with respect to the Issuer's Water System, and (ii) pursuant to contracts with other water customers of the Issuer.

THE ISSUER has reserved the right, subject to the restrictions stated in the Bond Resolution, to issue Additional Bonds payable from and secured by a first lien on and pledge of the Pledged Revenues on a parity with this Bond.

THE ISSUER also has reserved the right to amend the Bond Resolution, with the approval of the owners of 51% of the outstanding bonds secured by a first lien on the Pledged Revenues, subject to the restrictions stated in the Bond Resolution.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the facsimile signature of the President of the Board of Directors of the Issuer and countersigned with the facsimile signature of the Secretary or Vice President of the Board of Directors of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

XXXXXXX

Secretary, Board of Directors

(DISTRICT SEAL)

XXXXXXX

President, Board of Directors

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

BOKF, NA dba BANK OF TEXAS
Dallas, Texas

By _____
Authorized Representative

(Remainder of Page Intentionally Left Blank)

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Please Insert Social Security or
Other Identifying Number of Assignee

/ _____ /

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint
_____ to transfer said Bond on the books kept for registration
thereof with full power of substitution in the premises.

Date: _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever; and

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

Section 8. ADDITIONAL DEFINITIONS. In addition to the definitions heretofore provided for, the following terms as used in this Resolution shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "Additional Bonds" shall mean the additional parity revenue bonds permitted to be authorized in the future on a parity with the Bonds, as hereinafter provided in Section 21 hereof.

The term "Board" shall mean the Board of Directors of the District, being the governing body of the District, and it is further resolved that the declarations and covenants of the District contained in this Resolution are made by, and for and on behalf of the Board and the District, and are binding upon the Board and the District for all purposes.

The terms "Bond Resolution" and "Resolution" shall mean this resolution authorizing the Series 2026A Bonds.

The term "Bonds" shall mean (i) the unpaid and unrefunded Series 2015A Bonds, Series 2016 Bonds, Series 2017 Bonds, Series 2020 Bonds, Series 2020B Bonds, Series 2020C Bonds, Series 2022 Bonds, Series 2024 Bonds, and Series 2026 Bonds to be outstanding after the delivery of the Series 2026A Bonds, (ii) the Series 2026A Bonds, and (iii) any Additional Bonds.

The term "Business Day" shall mean a day other than a Saturday, a Sunday, a legal holiday, or a day on which banking institutions are authorized by law or executive order to close in the city where the principal corporate trust office of the Paying Agent/Registrar is located.

The term "Contracts" shall mean collectively: (a) the "Tarrant County Regional Water Supply Facilities Contract", dated as of August 29, 1979, among the District and the Cities of Fort Worth and Mansfield, Texas, the "Tarrant County Regional Water Supply Facilities Supplemental Contract For Trinity River Authority of Texas", dated as of March 12, 1979, between the District and Trinity River Authority of Texas, and the "Tarrant County Regional Water Supply Facilities Amendatory Contract", dated September 1, 1982, among the District, the Cities of Fort Worth, Arlington, and Mansfield, Texas, and Trinity River Authority of Texas, which last named amendatory contract consolidates the previous contracts between such parties with respect to the System into one instrument and sets forth the entire agreement between such parties with respect to the System; and (b) all water supply contracts heretofore or hereafter executed between the District and other cities and customers in connection with the District's Water System.

The term "District's Water System," "Issuer's Water System," or "System" shall mean all of the District's existing water storage, treatment, transportation, distribution, and supply facilities, including all dams, reservoirs, and other properties, wherever located, (a) which are currently being used for water supply purposes and, to the extent were, or are to be, financed with the proceeds from the sale of all bonds or obligations ever issued by the Issuer which have been payable from or secured by a lien on or pledge of any part of the "Net Revenues of the System," or with revenues from said System, together with all future improvements, enlargements, extensions, and additions to any of the foregoing, and all future new facilities, which are acquired or constructed with the proceeds from the sale of Bonds and any Additional Bonds or moneys from the Contingency Fund (hereinafter described), and (b) all other facilities in the future which are deliberately and specifically, at the option of the Board, made a part of the System by resolution of the Board, and all repairs to, improvements, and replacements of the System, but such term does not include any oil, gas, and other mineral properties owned by the District or property disposed of from time to time in accordance with the provisions of Section 23(g) hereof, provided that any property acquired in substitution therefor shall be included in the System, along with all repairs to and other replacements of the System. In particular such term includes and shall include all of the District's existing Cedar Creek Project, a dam and reservoir on Cedar Creek in Henderson and Kaufman Counties, Texas, and Eagle Mountain Dam and Reservoir and Bridgeport Dam and Reservoir, which are water supply facilities of the District on the West Fork of the Trinity River, Richland-Chambers Reservoir in Navarro and Freestone Counties, Texas, and all transportation, storage, and other facilities related to all of the foregoing. Unless deliberately added to the System by the Board, at its option, in the manner prescribed above, said term does not include any District flood control facilities or facilities which provide waste treatment or other wastewater services of any kind. Said term does not include any facilities acquired or constructed by the District with the proceeds from the issuance of "Special Facilities Bonds," which are hereby defined as being revenue obligations of the District, which are not issued as Additional Bonds, and which are payable from any source, contract, or

revenues whatsoever other than the Pledged Revenues; and Special Facilities Bonds may be issued for any lawful purpose and made payable from any source, contract, or revenues whatsoever other than the Pledged Revenues.

The term "Gross Revenues of the System" shall mean all of the revenues, income, rentals, rates, fees, and charges of every nature derived by the Board or the District from the operation and/or ownership of the System (except as hereinafter provided), including specifically all payments and amounts received by the Board or the District from Contracts, and any interest income from the investment of money in any Funds created or maintained pursuant to any resolution authorizing the issuance of Bonds or Additional Bonds, excepting only any Construction Fund created pursuant to any resolution authorizing any Bonds or Additional Bonds. There is excepted from such term, and such term does not include (i) revenues derived by the District from the production of oil, gas, and other minerals owned by the District, or the revenues derived from the granting, sale, or lease of the right to explore for and produce same, or (ii) the royalties, rentals, license fees, and other income (other than from water sales) derived by the District from (a) lands and assets owned by the District as flood control facilities or (b) property of the District at Eagle Mountain Dam and Reservoir and Bridgeport Dam and Reservoir on the West Fork of the Trinity River.

The terms "Issuer" and "District" shall mean Tarrant Regional Water District, a Water Control and Improvement District.

The terms "Net Revenues of the District's Water System", "Net Revenues of the System", and "Net Revenues" shall mean the Gross Revenues of the System less the Operation and Maintenance Expenses of the System.

The term "Operation and Maintenance Expenses of the System" or "Current Expenses" shall mean all reasonable and necessary current costs of operation and maintenance of the System including, but not limited to, repairs and replacements, operating personnel, utilities, supervision, engineering, accounting, auditing, legal services, insurance premiums, paying agents fees, and any other supplies and services, administration of the System, and equipment necessary for proper operation and maintenance of the System, as well as payments made for the use or operation of any property, and payments made by the District in satisfaction of judgments or other liabilities resulting from claims not covered by the District's insurance. Neither depreciation nor any other expense which does not represent a cash expenditure shall be considered an item of Operation and Maintenance Expense.

The term "Pledged Revenues" shall mean: (a) the Net Revenues of the System and (b) any additional revenues, income, receipts, grants, donations, or other resources, received or to be received from any public or private source, whether pursuant to an agreement or otherwise, which in the future may, at the option of the District, be pledged to the payment of the Bonds or the Additional Bonds.

The term "Series 2015A Bond Resolution" shall mean the Resolution adopted by the Board of Directors of the District on October 20, 2015, authorizing Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue Bonds, Series 2015A.

The term "Series 2015A Bonds" shall mean all unpaid and unrefunded Water Revenue Bonds Series 2015A authorized by the Series 2015A Bond Resolution.

The term "Series 2016 Bond Resolution" shall mean the Resolution adopted by the Board of Directors of the District on January 19, 2016, authorizing Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue Bonds, Series 2016.

The term "Series 2016 Bonds" shall mean all unpaid and unrefunded Water Revenue Bonds, Series 2016 authorized by the Series 2016 Bond Resolution.

The term "Series 2017 Bond Resolution" shall mean the Resolution adopted by the Board of Directors of the District on July 18, 2017, authorizing Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue Refunding Bonds, Series 2017.

The term "Series 2017 Bonds" shall mean all unpaid and unrefunded Water Revenue Refunding Bonds, Series 2017 authorized by the Series 2017 Bond Resolution.

The term "Series 2020 Bond Resolution" shall mean the Resolution adopted by the Board of Directors of the District on January 21, 2020, authorizing Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue Refunding Bonds, Taxable Series 2020.

The term "Series 2020 Bonds" shall mean all unpaid and unrefunded Water Revenue Refunding Bonds, Taxable Series 2020 authorized by the Series 2020 Bond Resolution.

The term "Series 2020B Bond Resolution" shall mean the Resolution adopted by the Board of Directors of the District on October 20, 2020, authorizing Tarrant Regional Water District, a Water Control and Improvement District, Water System Revenue and Refunding Bonds, Taxable Series 2020B.

The term "Series 2020B Bonds" shall mean all unpaid and unrefunded Water System Revenue and Refunding Bonds, Taxable Series 2020B authorized by the Series 2020B Bond Resolution.

The term "Series 2020C Bond Resolution" shall mean the Resolution adopted by the Board of Directors of the District on October 20, 2020, authorizing Tarrant Regional Water District, a Water Control and Improvement District, Water System Revenue Refunding Bonds, Series 2020C.

The term "Series 2020C Bonds" shall mean all unpaid and unrefunded Water System Revenue Refunding Bonds, Series 2020C authorized by the Series 2020C Bond Resolution.

The term "Series 2022 Bond Resolution" shall mean the Resolution adopted by the Board of Directors of the District on July 21, 2022, authorizing Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue Bonds, Series 2022.

The term "Series 2022 Bonds" shall mean all unpaid and unrefunded Water Revenue Bonds, Series 2022 Bonds authorized by the Series 2022 Bond Resolution.

The term "Series 2024 Bond Resolution" shall mean the Resolution adopted by the Board of Directors of the District on April 16, 2024, authorizing Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue Refunding and Improvement Bonds, Series 2024.

The term "Series 2024 Bonds" shall mean all unpaid and unrefunded Water Revenue Refunding and Improvement Series 2024 Bonds authorized by the Series 2024 Bond Resolution.

The term "Series 2026 Bond Resolution" shall mean the Resolution adopted by the Board of Directors of the District on February 17, 2026, authorizing Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue Refunding and Improvement Bonds, Series 2026.

The term "Series 2026 Bonds" shall mean all unpaid and unrefunded Water Revenue Refunding and Improvement Bonds, Series 2026 Bonds authorized by the Series 2026 Bond Resolution.

The term "Series 2026A Bonds" shall mean collectively the Initial Bond as described and defined in Sections 1, 2, and 3 of this Bond Resolution, and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant to this Bond Resolution, all as provided for herein; and the Series 2026A Bonds are Additional Bonds issued to be payable from and secured by a first lien on and pledge of the Pledged Revenues equally and ratably on a parity with all of the other Bonds, as permitted by Sections 20 and 21 of the Series 2015A Bond Resolution, the Series 2016 Bond Resolution, the Series 2017 Bond Resolution, the Series 2020 Bond Resolution, the Series 2020B Bond Resolution, the Series 2020C Bond Resolution, the Series 2022 Bond Resolution, the Series 2024 Bond Resolution, and the Series 2026 Bond Resolution.

The term "TWDB" shall mean the Texas Water Development Board.

The terms "year" and "fiscal year" shall mean the District's fiscal year, which currently ends on September 30, but which subsequently may be any other 12 month period hereafter established by the District as a fiscal year for the purposes of the System and any resolution authorizing the Bonds or any Additional Bonds.

Section 9. PLEDGE.

(a) That the Bonds, as defined above, and any Additional Bonds, and the interest thereon, are and shall be secured equally and ratably on a parity by and payable from a first lien on and pledge of the Pledged Revenues; and the Series 2026A Bonds are Additional Bonds payable from and secured by a first lien on and pledge of the Pledged Revenues, as permitted by Sections 21 and 22 of the Series 2015A Bond Resolution, the Series 2016 Bond Resolution, the Series 2017 Bond Resolution, the Series 2020 Bond Resolution, the Series 2020B Bond Resolution, the Series 2020C Bond Resolution, the Series 2022 Bond Resolution, the Series 2024 Bond Resolution, and the Series 2026 Bond Resolution.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 10. REVENUE FUND. That there has been created and established, and there shall be maintained on the books of the District, and accounted for separate and apart from all other funds of the District, a special fund to be entitled the "Tarrant Regional Water District Water Revenue Bonds Revenue Fund" (hereinafter called the "Revenue Fund"). All Gross Revenues of the System (except investment interest and income from the other Funds hereinafter described and maintained) shall be credited to the Revenue Fund immediately upon receipt. All Operation and Maintenance Expenses of the System shall be paid from such Gross Revenues credited to the Revenue Fund, as a first charge against same.

Section 11. INTEREST AND REDEMPTION FUND. That for the sole purpose of paying the principal of and interest on all Bonds and any Additional Bonds, as the same come due, either upon redemption or at maturity, there has been created and established, and there shall be maintained, at an official depository bank of the District, a separate fund to be entitled the "Tarrant Regional Water District Revenue Bonds Interest and Redemption Fund" (hereinafter called the "Interest and Redemption Fund").

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Section 12. THE CONTINGENCY AND IMPROVEMENT FUND AND THE RESERVE FUND.

(a) That there has been created and established and there shall be maintained, at an official depository bank of the District, a separate fund to be entitled the "Tarrant Regional Water District Water Revenue Bonds Contingency and Improvement Fund" (hereinafter called the "Contingency Fund"). The Contingency Fund shall be used solely for the purpose of paying the costs of improvements, enlargements, extensions, additions, or other capital expenditures relating to the System, and unexpected or extraordinary replacements of the System, for which System funds are not otherwise available, or for paying unexpected or extraordinary Operation and Maintenance Expenses of the System for which System Funds are not otherwise available, or for paying principal of and interest on any Bonds or Additional Bonds, when and to the extent the amount in the Interest and Redemption Fund is insufficient for such purpose.

(b) That there has been created and established and there shall be maintained at an official depository bank of the District, a separate fund to be entitled the "Tarrant Regional Water District Water Revenue Bonds Reserve Fund" (hereinafter called the "Reserve Fund"), solely for the further security and benefit of the Bonds and any Additional Bonds. The Reserve Fund shall be used solely for the purpose of (i) finally retiring the last of the Bonds and any Additional Bonds, and (ii) paying principal of and interest on the Bonds or any Additional Bonds when and to the extent the amounts in the Interest and Redemption Fund and Contingency Fund are insufficient for such purpose. Out of proceeds of the Bonds, there shall be deposited to the Reserve Fund an amount of money sufficient to cause the Reserve Fund to contain the Required Amount (hereinafter defined). When and so long as the money and investments in the Reserve Fund are not less in market value than a "Required Amount" equal to the principal and interest requirements of the Bonds during the fiscal year in which such requirements are scheduled to be the greatest, no deposits shall be made to the credit of the Reserve Fund; but when and if the Reserve Fund at any time thereafter contains less than said "Required Amount" in market value, then, subject and subordinate to making the required deposits to the credit of the Interest and Redemption Fund, the District shall transfer from Pledged Revenues and deposit to the credit of the Reserve Fund, semiannually on or before the 25th days of each February and each August of each year, a sum equal to no less than 1/10th of the deficiency in the "Required Amount" until the Reserve Fund is restored to said "Required Amount." So long as the Reserve Fund contains said "Required Amount" in market value, all amounts in excess of said "Required Amount," if any, shall, at least annually, on or before the 25th day of February of each year, be deposited to the credit of the Interest and Redemption Fund.

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Section 13. DEPOSITS OF PLEDGED REVENUES; INVESTMENTS. (a) That the Pledged Revenues shall be deposited into the Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund, when and as required by this Bond Resolution, Sections 8 through 24 of the Series 2015A Bond Resolution, the Series 2016 Bond Resolution, the Series 2017 Bond Resolution, the Series 2020 Bond Resolution, the Series 2020B Bond Resolution, the Series 2020C Bond Resolution, the Series 2022 Bond Resolution, the Series 2024 Bond Resolution, the Series 2026 Bond Resolution, and Sections 8 through 24 of this Bond Resolution shall be applicable to all of the Bonds.

(b) That money in any Fund maintained pursuant to this Bond Resolution may, at the option of the District, be placed in time deposits or certificates of deposit secured by obligations of the type hereinafter described, or be invested in direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured, or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, United States Postal Service, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, Federal Housing Association, or Participation Certificates in the Federal Assets Financing Trust; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued by the District in terms of current market value as of the 20th day of February of each year. All interest and income derived from such deposits and investments immediately shall be credited to, and any losses debited to, the Fund from which the deposit or investment was made, and surpluses in any Fund shall be disposed of as herein provided. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 14. FUNDS SECURED. That money in all Funds described in this Bond Resolution shall be secured in the manner prescribed by law for securing funds of the District.

Section 15. DEBT SERVICE REQUIREMENTS. (a) That promptly after the delivery of the Initial Bond the District shall cause to be deposited to the credit of the Interest and Redemption Fund all accrued interest, if any, received from the sale and delivery of the Initial Bond, and any such deposit shall be used to pay part of the interest coming due on the Series 2026A Bonds.

(b) That the District shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Redemption Fund the amounts, at the times, as follows:

(1) such amounts, deposited semiannually on or before the 25th day of each February and each August of each year, as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay the interest scheduled to accrue and come due on all Bonds and Additional Bonds on the next succeeding interest payment date; and

(2) such amounts, deposited annually, on or before the 25th day of each February, as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay all principal scheduled to mature and come due on all Bonds on the next succeeding March 1, and to pay all principal of all Bonds and Additional Bonds, if any, scheduled to be redeemed prior to maturity on the next succeeding March 1 in accordance with the mandatory redemption provisions and schedules set forth in any applicable Bond Resolution.

Section 16. CONTINGENCY REQUIREMENTS. That there is now on deposit to the credit of the Contingency Fund an amount equal to at least \$1,100,000. No additional deposits are required to be made to the credit of the Contingency Fund unless and until such amount therein is reduced or depleted. If and when such amount in the Contingency Fund is reduced or depleted then, subject and subordinate to making the required deposits to the credit of the Interest and Redemption Fund and the Reserve Fund, such reduction or depletion shall be restored from amounts which shall be provided for such purpose in the District's Annual Budget for the next ensuing fiscal year or years; provided that the District is not required to budget more than \$100,000 for such purpose during any one fiscal year; but the District shall have the right to budget additional amounts for such purpose if it is deemed necessary or advisable by the Board. So long as the Contingency Fund contains money and investments not less than the amount of \$1,100,000 in market value, any surplus in the Contingency Fund over said amount shall, semiannually on or before February 15 and August 15 of each year, be withdrawn, deposited to the credit of the Revenue Fund, commingled with other revenues from the operation of the System, and used for any lawful purpose for which Gross Revenues of the System may be used.

Section 17. DEFICIENCIES; EXCESS PLEDGED REVENUES. (a) That if on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

(b) That, subject to making the required deposits to the credit of the Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund, when and as required by this Bond Resolution, or any resolution authorizing the issuance of Additional Bonds, the excess Pledged Revenues may be used for any lawful purpose.

Section 18. BONDS AND ADDITIONAL BONDS NOT PAYABLE FROM TAXES. It is specifically provided that the District is not authorized to, and shall not, levy, collect, or use any tax of any nature to pay the principal of or interest on any of the Bonds or Additional Bonds.

Section 19. PAYMENT OF BONDS AND ADDITIONAL BONDS. Semiannually on or before each March 1 and September 1 while any of the Bonds or Additional Bonds are outstanding and unpaid, the District shall make available to the paying agents therefor, ratably and on a parity out of the Interest and Redemption Fund, and/or the Contingency Fund, or, from the Reserve Fund, money sufficient to pay such interest on and such principal of the Bonds or Additional Bonds as will accrue or mature, or which is scheduled to be redeemed prior to maturity, on each such March 1 and September 1, respectively. The paying agents shall destroy all paid Bonds or Additional Bonds, and the coupons, if any, appertaining thereto, and furnish the District with an appropriate certificate of cancellation or destruction.

Section 20. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Resolution, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein pledged as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Resolution to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 20(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) the Issuer gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements, and (3) the Issuer directs that notice of the reservation be included in any redemption notices that it authorizes.

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(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 20(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Resolution.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 21. ADDITIONAL BONDS. (a) That the District shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional bonds (herein called "Additional Bonds"), which may be payable from and secured by a first lien on and pledge of the Pledged Revenues. No Additional Bonds shall be payable from or secured by ad valorem or other taxes.

(b) Additional Bonds, if and when authorized, issued, and delivered in accordance with the provisions hereof, shall be payable from the Interest and Redemption Fund, and shall be payable from and secured by a first lien on and pledge of the Pledged Revenues, equally and ratably on a parity with the Bonds and all other outstanding Additional Bonds.

(c) That the principal of all Additional Bonds must be scheduled to be paid or mature on March 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on March 1 and September 1.

Section 22. FURTHER REQUIREMENTS FOR ADDITIONAL BONDS. (a) That Additional Bonds shall be issued only in accordance with the provisions hereof, and then applicable laws, and may be issued in any amounts, for any lawful purpose relating to the System, including the refunding of any Bonds or Additional Bonds. No installment, Series, or issue of Additional Bonds shall be issued or delivered unless the President and the Secretary of the Board sign a written certificate to the effect (i) that the District is not in default as to any covenant, condition, or obligation in connection with all outstanding Bonds and Additional Bonds, and the resolutions authorizing the same, (ii) that the Interest and Redemption Fund and the Reserve Fund contain the amount then required to be therein, and (iii) that either (1) the Pledged Revenues in each fiscal year, commencing (A) with the third complete fiscal year following the execution of such certificate or report, or (B) with the fiscal year following the estimated completion date of any project for which the then proposed Additional Bonds are being issued (whichever of (A) or (B) is later) are estimated, based on a report of an independent engineer or firm of engineers, to be at least equal to 1.25 times the average annual principal and interest requirements of all Bonds and Additional Bonds to be outstanding after delivery of the then proposed Additional Bonds, or (2) based upon an opinion of legal counsel to the District, there are Contracts then in effect pursuant to which parties to such Contracts are obligated to make minimum payments to the District on a "take or pay" basis at such times and in such amounts as shall be necessary to provide to the District Pledged Revenues sufficient to pay when due all principal of and interest on all Bonds and Additional Bonds.

(b) That each resolution authorizing the issuance of Additional Bonds shall confirm the Reserve Fund as additional security for all such Additional Bonds, and the Reserve Fund shall be increased to the extent required to cause the Reserve Fund to be maintained in an amount not less than the principal and interest requirements, during the fiscal year in which such requirements are scheduled to be the greatest, of all Bonds and Additional Bonds to be outstanding after the issuance of such then proposed Additional Bonds (or any greater amount as may, at the option of the District, be provided for in any resolution authorizing the issuance of any Additional Bonds), and shall make provision for funding such Reserve Fund from Pledged Revenues, or, at the option of the District, from bond proceeds or other available sources. Such Reserve Fund may be funded in whole or in part initially, or may be funded in whole or in part from Pledged Revenues by approximately equal periodic payments, not less than annual, and within not more than five years from the date of such then proposed Additional Bonds.

(c) That all calculations of principal and interest requirements of any bonds made in connection with the issuance of any then proposed Additional Bonds shall be made as of the date of such Additional Bonds; and also in making calculations for such purpose, or for any other purpose under any resolution authorizing any Bonds or Additional Bonds, the principal amounts of any Bonds or Additional Bonds which must be redeemed prior to maturity pursuant to any applicable mandatory redemption requirements shall be deemed to be maturing amounts of principal.

Section 23. GENERAL COVENANTS, REPRESENTATIONS, AND WARRANTIES.

That the District further covenants, represents, warrants, and agrees that:

(a) PERFORMANCE. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in each resolution authorizing the issuance of the Bonds and any Additional Bonds, and in each and every Bond and Additional Bond; that it will promptly pay or cause to be paid the principal of and interest on every Bond and Additional Bond, on the dates and in the places and manner prescribed in such resolutions and Bonds or Additional Bonds, and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Interest and Redemption Fund; and any holder of the Bonds or Additional Bonds may require the District, its Board, and its officials and employees, to carry out, respect, or enforce the covenants and obligations of each resolution authorizing the issuance of the Bonds and any Additional Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the District, its Board, and its officials and employees.

(b) DISTRICT'S LEGAL AUTHORITY. It is a duly created and existing conservation and reclamation district of the State of Texas pursuant to Article 16, Section 59, of the Texas Constitution, and the laws of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

(c) TITLE. It has acquired and constructed, and will operate and maintain the System, and has or will obtain lawful title to, or the lawful right to use and operate, the lands, buildings, and facilities constituting the System, that it warrants that it will defend the title to or lawful right to use and operate, all of the aforesaid lands, buildings, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds and Additional Bonds against the claims and demands of all persons whomsoever, and is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

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(d) LIENS. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the System, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the District.

(e) OPERATION OF THE SYSTEM. While the Bonds or any Additional Bonds are outstanding and unpaid it will cause the System to be continuously and efficiently operated and maintained in good condition, repair, and working order, and at a reasonable cost.

(f) FURTHER ENCUMBRANCE. While the Bonds or any Additional Bonds are outstanding and unpaid, it will not additionally encumber the Pledged Revenues in any manner, except as permitted hereby in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of each resolution authorizing the issuance of the Bonds and any Additional Bonds; but the right of the District and the Board to issue revenue bonds for any lawful purpose payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained. This Resolution does not and is not intended to affect, limit, or prohibit the issuance of bonds payable solely from ad valorem taxes.

(g) SALE OF PROPERTY. While the Bonds or any Additional Bonds, are outstanding and unpaid, it will maintain its current legal corporate status as a conservation and reclamation district, and it will not sell, convey, mortgage, or in any manner transfer title to, or lease or otherwise dispose of the entire System, or any significant or substantial part thereof; provided that whenever the District deems it necessary to dispose of any real or personal property, machinery, fixtures, or equipment, it may sell or otherwise dispose of such real or personal property, machinery, fixtures, or equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it is determined by resolution of the Board that no such replacement or substitute is necessary; and all proceeds from the sale thereof shall be credited to the Revenue Fund. In all events counsel to the Issuer shall opine as to the validity of the Resolution, as supplemented and amended and counsel to the Contracting Parties shall opine on the validity of the obligation of the Contracting Parties under the Contract.

(h) INSURANCE. (1) It will carry or cause to be carried such insurance as usually would be carried by corporations or other business entities operating like properties and engaged in similar activities, with a responsible insurance company or companies; provided that no insurance shall be required to the extent that the Board determines, based on the advice of legal counsel, that no substantial liability can or will arise under a particular hazard. At any time while any contractor engaged in construction work shall be fully responsible therefor, the District shall not be required to carry insurance on the works being constructed, if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the owners or holders of the Bonds and Additional Bonds and their representatives at all reasonable times.

(2) Upon the happening of any loss or damage covered by insurance from one or more of said causes, the District shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the District. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the District for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(a) for the redemption prior to maturity of the Bonds and Additional Bonds, if any, ratably in the proportion that the outstanding principal of each Series or issue of Bonds or Additional Bonds bears to the total outstanding principal of all Bonds and Additional Bonds; provided that if on any such occasion the principal of any such Series or issue is not subject to redemption, it shall not be regarded as outstanding in making the foregoing computation; or

(b) if none of the outstanding Bonds or Additional Bonds is subject to redemption, then for the purchase on the open market and retirement of said Bonds and Additional Bonds, in the same proportion as prescribed in the foregoing clause (a), to the extent practicable; provided that the purchase price for any such Bond or Additional Bonds shall not exceed the redemption price of such Bond or Additional Bond on the first date upon which it becomes subject to redemption; or

(c) to the extent that the foregoing clauses (a) and (b) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the District, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (a) and/or (b) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(3) The annual audit hereinafter required shall contain a list of all such insurance policies carried, together with a statement as to whether or not all insurance premiums upon such policies have been paid.

(i) **RATE COVENANT.** It will fix, establish, maintain, revise (if and when necessary), and collect such rates, charges, and fees for the sale of water from the System and for the use and availability of the System as are necessary to produce Gross Revenues of the System sufficient, together with any other Pledged Revenues and any taxes as may be levied by the District for such purpose, (1) to pay all Operation and Maintenance Expenses of the System, and (2) to produce Pledged Revenues adequate to provide for all payments and deposits required to be made into the Interest and Redemption Fund, the Reserve Fund, and the Contingency Fund, when and as required by the resolutions authorizing all Bonds and Additional Bonds.

(j) **RECORDS.** It will keep proper books of records and accounts in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the System, the Pledged Revenues, and all Funds created pursuant to each resolution authorizing the issuance of the Bonds and Additional Bonds; and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(k) **AUDITS.** Each year while any of the Bonds or Additional Bonds are outstanding, an audit will be made of its books and accounts relating to the System and the Pledged Revenues by an independent certified public accountant or an independent firm of certified public accountants. As soon as practicable after the close of each year, and when said audit has been completed and made available to the District, a copy of such audit for the preceding year shall be mailed to the Municipal Advisory Council of Texas and to any bondholders who shall so request in writing. Such annual audit reports shall be open to the inspection of the owners or holders of the Bonds and Additional Bonds and their agents and representatives at all reasonable times.

(l) **GOVERNMENTAL AGENCIES.** It will comply with all of the terms and conditions of any and all franchises, permits, and agreements applicable to the System and the Bonds or Additional Bonds entered into between the District and any governmental agency, and the District will take all action necessary to enforce said terms and conditions; and the District will obtain and keep in full force and effect all franchises, permits, and other requirements necessary with respect to the acquisition, construction, operation, and maintenance of the System.

(m) **CONTRACTS.** It will comply with the terms and conditions of the Contracts and will cause the other parties to the Contracts to comply with all of their obligations thereunder by all lawful means; and the Contracts will not be rescinded, modified, or amended in any way which would have a materially adverse effect on the operation of the System or the rights of the owners of the Bonds and Additional Bonds.

(n) **ANNUAL BUDGET.** On or before August 1 of each calendar year, it will prepare the preliminary Annual Budget of Operation and Maintenance Expenses of the System for the ensuing fiscal year, and such budget shall include a showing as to the proposed expenditures for such ensuing fiscal year, and shall show the estimated amount of Net Revenues of the System for such year. If the owners or holders of 25% in aggregate principal amount of the Bonds and Additional Bonds then outstanding shall so request on

or before the 15th day of the aforesaid month, the Board shall hold a public hearing on or before the 15th day of the following month, at which any bondholder may appear in person or by agent or attorney and present any objections he may have to the final adoption of such budget. Notice of the time and place of such hearing shall be published twice, once in each of two successive weeks, in a newspaper of general circulation published in the District, with the date of the first publication to be at least fourteen days before the date fixed for the hearing; and copies of such notice shall be mailed at least ten days before the hearing to each bondholder who shall have filed his name and address with the Secretary of the Board for such purpose. The District further covenants that on or before October 1 of each calendar year it will finally adopt the Annual Budget of Operation and Maintenance Expenses of the System for such fiscal year (hereinafter sometimes called the "Annual Budget"). If for any reason the Board shall not have adopted the Annual Budget before the first day of any fiscal year, the budget for the preceding fiscal year shall be deemed to be in force until the adoption of the Annual Budget. The Operation and Maintenance Expenses of the System incurred in any fiscal year will not exceed the reasonable and necessary amount thereof. The District may, at any time deemed necessary by the Board, adopt an Amended or Supplemental Budget for the remainder of the then current fiscal year.

Section 24. AMENDMENT OF RESOLUTION. (a) The holders and registered owners of Bonds and Additional Bonds (hereinafter collectively called "holders") aggregating 51% in principal amount of the aggregate principal amount of then outstanding Bonds and Additional Bonds shall have the right from time to time to approve any amendment to any resolution authorizing the issuance of any Bonds or Additional Bonds, which may be deemed necessary or desirable by the District, provided, however, that nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in said resolutions or in the Bonds or Additional Bonds so as to:

(1) Make any change in the maturity of the outstanding Bonds or Additional Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds or Additional Bonds;

(3) Reduce the amount of the principal payable on the outstanding Bonds or Additional Bonds;

(4) Modify the terms of payment of principal of or interest on the outstanding Bonds or Additional Bonds, or impose any conditions with respect to such payment;

(5) Effect any change in the rights of the holders of the Bonds and Additional Bonds then outstanding, other than a change which similarly affects all such holders;

(6) Change the minimum percentage of the principal amount of Bonds and Additional Bonds necessary for consent to such amendment.

(b) If at any time the District shall desire to amend a resolution under this Section, the District shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of each Paying Agent/Registrar for the Bonds and Additional Bonds, for inspection by all holders of Bonds and Additional Bonds. Such publication is not required, however, if notice in writing is given to each holder of Bonds and Additional Bonds.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the District shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all Bonds and Additional Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the District may adopt the amendatory resolution in substantially the same form.

(d) Upon the adoption of any amendatory resolution pursuant to the provisions of this Section, the resolution being amended shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the District and all the holders of then outstanding Bonds and Additional Bonds and all future Additional Bonds shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such amendment.

(e) Any consent given by the holder of a Bond or Additional Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond or Additional Bond during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with each Paying Agent/Registrar for the Bonds and Additional Bonds, and the District, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the then outstanding Bonds and Additional Bonds as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

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(f) For the purpose of this Section, the fact of the holding of Bonds or Additional Bonds by any holder of Bonds or Additional Bonds which are not registered and which are payable to bearer, and the amount and numbers of such registered Bonds and Additional Bonds, and the date of their holding same, may be provided by the affidavit of the person claiming to be such holder, or by a certificate executed by any trust company, bank, banker, or any other depository wherever situated showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker, or other depository, the Bonds or Additional Bonds described in such certificate. The District may conclusively assume that such ownership continues until written notice to the contrary is served upon the District. All matters relating to the ownership of registered Bonds and Additional Bonds shall be determined from the bond registration books kept by the registrar therefor.

Section 25. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED SERIES 2026A BONDS. (a) Replacement Bonds. In the event any outstanding Series 2026A Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Series 2026A Bond, in replacement for such Series 2026A Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Series 2026A Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Series 2026A Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Series 2026A Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Series 2026A Bond, as the case may be. In every case of damage or mutilation of a Series 2026A Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Series 2026A Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Series 2026A Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Series 2026A Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Series 2026A Bond) instead of issuing a replacement Series 2026A Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Series 2026A Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Series 2026A Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Series 2026A Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Series 2026A Bonds duly issued under this Resolution.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, this Section of this Resolution shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Series 2026A Bonds in the form and manner and with the effect, as provided in this Resolution for Series 2026A Bonds issued in conversion and exchange for other Series 2026A Bonds.

Section 26. CUSTODY, APPROVAL, AND REGISTRATION OF SERIES 2026A BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE, AND INSURANCE. The President of the Board of Directors of the Issuer is hereby authorized to have control of the Initial Bond issued hereunder and all necessary records and proceedings pertaining to said Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of said Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on said Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on said Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on said Initial Bond or on any Series 2026A Bonds issued and delivered in conversion of and exchange or replacement of any Series 2026A Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Series 2026A Bonds. The preamble to this Resolution is hereby adopted and made a part hereof for all purposes.

Section 27. COVENANTS REGARDING TAX-EXEMPTION.

(a) Covenants. The Issuer covenants to refrain from any action which would adversely affect, or to take such action to assure, the treatment of the Series 2026A Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Series 2026A Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code, or if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Series 2026A Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds five percent of the proceeds of the Series 2026A Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or five percent of the proceeds of the Series 2026A Bonds (less amounts deposited into a reserve fund, if any) is, directly or indirectly, used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Series 2026A Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Series 2026A Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Series 2026A Bonds, directly or indirectly, in a manner that would cause the Series 2026A Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the purchase of the Series 2026A Bonds (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(A) proceeds of the Source Series Bonds invested for a reasonable temporary period of up to three (3) years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Series 2026A Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Series 2026A Bonds, 125% of average annual debt service on the Series 2026A Bonds, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Series 2026A Bonds;

(7) to otherwise restrict the use of the proceeds of the Series 2026A Bonds or amounts treated as proceeds of the Series 2026A Bonds, as may be necessary, so that the Series 2026A Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage), section 149(g) of the Code (relating to hedge bonds), and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) refrain from using the proceeds of the Series 2026A Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period beginning on the date of delivery of the Series 2026A Bonds an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Series 2026A Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Compliance with Code. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Series 2026A Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Series 2026A Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Series 2026A Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Series 2026A Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs its President,

General Manager, Chief Financial Officer, or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Series 2026A Bonds.

(d) Written Procedures. Unless superseded by another action of the Issuer to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Issuer hereby adopts and establishes the instructions attached hereto as Exhibit A as their written procedures applicable to Bonds.

Section 28. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend sale proceeds or investment earnings thereon more than 60 days after the later of (1) the fifth anniversary of the delivery of the Series 2026A Bonds, or (2) the date the Series 2026A Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Series 2026A Bonds. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 29. DISPOSITION OF PROJECT. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 30. INTEREST EARNINGS ON SERIES 2026A BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Series 2026A Bonds shall be used along with other bond proceeds for the acquisition and construction of the Project; provided that after completion of the Project, if any of such interest earnings remain on hand, such interest earnings shall be used as provided in Section 13(c) hereof. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to this Resolution in order to prevent the Series 2026A Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 31. SALE OF SERIES 2026A BONDS; USE OF PROCEEDS.

(a) Sale to TWDB. The Series 2026A Bonds are hereby sold to TWDB, acting through the TWDB's designated trustee, for the price of par. The Series 2026A Bonds have been purchased by the TWDB pursuant to its Resolution No. 26-__ adopted on July 23, 2026 ("TWDB Resolution No. 26-085"). The Series 2026A Bonds initially delivered shall be registered in the name of the Texas Water Development Board. The Private Placement Memorandum prepared in connection with the sale of the Series 2026A Bonds to the TWDB is approved. The Issuer has determined, based upon the advice provided by its financial advisors, that acceptance of the purchase price for the Series 2026A Bonds is on terms advantageous to, and in the best interests of, the Issuer.

(b) Notice from TWDB of Sale of Series 2026A Bonds. It is the intent of the parties to the sale of the Series 2026A Bonds that if TWDB ever determines to sell all or a part of the Series 2026A Bonds, it shall notify the Issuer at least 60 days prior to the sale of the Series 2026A Bonds of the decision to so sell the Series 2026A Bonds.

(c) Proceeds. The proceeds from the sale of the Series 2026A Bonds shall be used in the manner described in the letter of instructions executed by the Issuer, or on behalf of the Issuer by its financial advisor.

(d) Payment by Wire Transfer. Payment of amounts due and owing on the Series 2026A Bonds to the TWDB shall be made by wire transfer, at no expense to the TWDB, as provided in the FORM OF INITIAL BOND and the FORM OF SUBSTITUTE BOND.

(e) Investment of Bond Proceeds. Proceeds from the sale of the Series 2026A Bonds shall be held at a designated state depository or other properly chartered and authorized institution in accordance with Chapter 2256, Texas Government Code, and Chapter 2257, Texas Government Code.

Section 32. ESCROW AGREEMENT. The President, any Vice President, the Secretary, and/or the General Manager are each authorized to execute and deliver an escrow agreement in substantially the form attached as Exhibit C. The TWDB agrees that proceeds of the Series 2026A Bonds required to be deposited under the Escrow Agreement shall be disposed of and released in accordance with TWDB Rules Relating to Financial Programs or as otherwise authorized and directed by the TWDB.

Section 33. TWDB REQUIREMENTS. The Issuer covenants and agrees, so long as the TWDB owns any of the Series 2026A Bonds, as follows:

(a) Compliance with the TWDB's Laws and Rules. The Issuer covenants to comply with the rules and regulations of the TWDB.

(b) Accounting Reports. Upon request by the Executive Administrator, the Issuer shall submit annual audits of contracting parties for the Executive Administrator's review.

(c) Environmental Indemnity. Proceeds from the Series 2026A Bonds shall not be used by the Issuer when sampling, testing, removing, or disposing of contaminated soils and/or media at the Project site. To the extent permitted by law, the Issuer agrees to indemnify, hold harmless, and protect the TWDB from any and all claims, causes of action, or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the Issuer, its contractors, agents, officials, and employees as a result of activities relating to the Project funded with proceeds of the Series 2026A Bonds.

(d) Environmental Determination. In connection with the Project financed with the Series 2026A Bonds, the Issuer agrees to comply with all conditions as specified in the final environmental findings of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(e) Insurance. The Issuer agrees that it will maintain insurance on the Project in an amount sufficient to protect TWDB's interest in the Project financed with the proceeds of the Series 2026A Bonds. The Issuer may satisfy this covenant with self-insurance.

(f) Water Conservation Program. The Issuer has implemented or will implement an approved water conservation program in compliance with Texas Water Code §16.4021 and 31 Texas Administrative Code §363.1309(b)(1).

(g) No Purchase of TWDB Bonds. The Issuer agrees that it, nor any related party to the Issuer, will acquire, as an investment or otherwise, bonds issued by TWDB including bonds, the proceeds of which were used by TWDB to purchase the Series 2026A Bonds.

(h) Compliance with Federal Contracting Law. The Issuer acknowledges that it has a legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises.

(i) Compliance with State Contracting Law. The Issuer shall report to the TWDB the amount of proceeds of the Series 2026A Bonds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 Texas Administrative Code §363.1312.

(j) TWDB Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of this Resolution that restricts or limits the full exercise of such remedies by the TWDB shall be of no force or effect.

(k) Limitation on Conveyances of Bonds. Prior to any action by the Issuer to convey the Series 2026A Bonds of the Issuer held by the TWDB to another entity, the conveyance and assumption of the Series 2026A Bonds must be approved by the TWDB.

(l) Iron and Steel Requirements. The Issuer shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code §17.183.

(m) Notice of Change in Legal Status. The Issuer shall notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility.

Section 34. ATTORNEY GENERAL FEES. The Issuer hereby authorizes and directs payment, from legally available funds of the Issuer, of the nonrefundable examination fee of the Attorney General of the State of Texas required by Section 1202.004, Texas Government Code, as amended.

Section 35. FURTHER PROCEDURES. The President, the Vice President, and the Secretary of the Board of Directors and the General Manager, the Chief Financial Officer, and the Director of Finance of the Issuer, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, and all details in connection therewith. In case any officer whose signature shall appear on any Series 2026A Bond shall cease to be such officer before the delivery of such Series 2026A Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 36. CONTINUING DISCLOSURE.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Authority" means Trinity River Authority.

"Cities" means the Cities of Arlington, Fort Worth and Mansfield.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) General. Pursuant to a Continuing Disclosure Agreement by and among the Issuer, the Cities, and the Authority, the Issuer, the Cities and the Authority have undertaken for the benefit of the beneficial owners of the Series 2026A Bonds, to the extent set forth therein, to provide continuing disclosure of financial information and operating data with respect to the Issuer, Cities and Authority in accordance with the Rule as promulgated by the SEC.

(c) Annual Reports. (i) The Issuer shall provide annually to the MSRB, within six months after the end of each fiscal year ending in or after 2026, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement relating to the Issuer's Series 2026 Bonds, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information containing the information described in the tables referenced in Exhibit B hereto under the heading "Annual Financial Statement and Operating Data of the Issuer" by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB, or filed with the SEC.

(d) Disclosure Event Notices. The Issuer shall notify the MSRB, in a timely manner, of any of the following events with respect to the Series 2026A Bonds, not in excess of ten Business Days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

7. Modifications to the rights of holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Issuer or an Obligated Person;

13. The consummation of a merger, consolidation, or acquisition involving the Issuer or an Obligated Person or the sale of all or substantially all of the assets of the Issuer or an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or an Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the Issuer or an Obligated Person, any of which reflect financial difficulties.

For these purposes, (a) any event described in clause 12 above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) as used in clauses 15 and 16 above, the term "Financial Obligation" means: (i) a

debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Section 36(c) of this Resolution by the time required by such Section.

(e) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an Obligated Person with respect to the Series 2026A Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Resolution or applicable law that causes Series 2026A Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Series 2026A Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2026A Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY SERIES 2026A BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Resolution for purposes of any other provision of this Resolution. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Series 2026A Bonds in the primary offering of the Series 2026A Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Series 2026A Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Series 2026A Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Series 2026A Bonds in the primary offering of the Series 2026A Bonds.

Section 37. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions which are in conflict or inconsistent with this Resolution are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 38. PUBLIC NOTICE. It is hereby officially found and determined that public notice of the time, place and purpose of said meeting was given, all as required by the Government Code, Chapter 551.

EXHIBIT A

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds (the "Obligations") the Issuer's General Manager, Assistant General Manager, Chief Financial Officer, and Director of Finance (the "Responsible Persons") will:

For Obligations issued for newly acquired property or constructed property:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments (other than those in the Reserve Fund) to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Interest and Redemption Fund and the Reserve Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- assure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of the Reserve Fund invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the original principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;

For Obligations issued for refunding purposes:

- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to assure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

For all Obligations:

- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse itself with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- assure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Obligations the Responsible Persons will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the resolution authorizing the Obligations.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 36 of this Resolution.

I. Annual Financial Statements and Operating Data of the Issuer

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are Tables 1 through 9, inclusive, contained in the Official Statement and in Appendix B to such Official Statement for the Series 2026 Bonds, "Audited Financial Statements"

Accounting Principles

The accounting principles referred to in Section 36 of this Resolution are the accounting principles described in the notes to the financial statements referred to above.

EXHIBIT C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), made by and between Tarrant Regional Water District, A Water Control and Improvement District (the "District"), a political subdivision of the State of Texas in Collin County, Texas and BOKF, NA, as escrow agent (the "Escrow Agent") together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to a Resolution finally adopted on October 20, 2026 ("Resolution"), the District authorized the issuance of Tarrant Regional Water District, A Water Control and Improvement District Water Revenue Bonds, Series 2026A (the "Obligations") to obtain financial assistance from the Texas Water Development Board ("TWDB") for the purpose of funding water or wastewater system improvements (the "Project"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of the TWDB (the "Executive Administrator") or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the District to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT. In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Obligations, the Proceeds identified under TWDB Commitment Number L1002427 shall be released to pay closing costs or deposited to the credit of a special escrow account or escrow subaccount (the "Escrow Account") by the Escrow Agent. The Escrow Account shall be maintained at the Escrow Agent on behalf of the District and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "TRWD Water Revenue Bonds, 2026A TWDB L1002427" and shall not be subject to warrants, drafts or checks drawn by the District but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Resolution and solely upon written authorization from the Executive

Administrator or his/her designated representative. The Escrow Agent shall provide to the District and to the TWDB the Escrow Account bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 ("PFIA"). It is the District's responsibility to direct the Escrow Agent to invest all Proceeds in a manner that is consistent not only with the PFIA but also with its own written investment policy. The Escrow Agent shall have no obligation to invest and reinvest any cash held in the Escrow Account in the absence of timely and specific written investment direction from the District. In no event shall the Escrow Agent be liable for the selection of investments or for investment losses incurred thereon. The Escrow Agent shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity or the failure of the District to provide timely written investment direction.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Resolution. The District shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Resolution, that being the sole obligation of the District.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the District and the TWDB and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the District and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another company or sells or transfers substantially all of its assets or corporate trust business, then the successor company shall be the successor Escrow Agent without the necessity of further action as long as the successor company is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the District and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the District or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The District is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository or is a designated custodian of collateral; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the District and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the District must forward a copy of the executed escrow agreement with the successor escrow agent to the TWDB within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the District has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the District. Whether appointed by the District or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the District.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

Corporate Trust Department
BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14. RIGHTS AND PROTECTIONS. No provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Agent may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Although the District recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the District agrees that confirmations of investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered and that no statement need be rendered for the Escrow Account if no activity occurred in such account during such month.

To the extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent and its officers, directors, agents, and employees harmless from and against any and all loss, damage, claim, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, claim, liability, or expense resulting from its own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent for any reason.

SECTION 15: ELECTRONIC MEANS. The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.); provided, however, that the District shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent

shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

SECTION 16: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 17: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect; provided however, that such assignment made by the Escrow Agent pursuant to Section 9 hereof shall be permitted hereunder.

SECTION 18: ENTIRE AGREEMENT. This Agreement evidences the entire agreement between the Escrow Agent and the District and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the District and consented to by the Escrow Agent and the TWDB.

SECTION 19: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 20: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the District but may not be paid directly from the Escrow Account.

SECTION 21. MISCELLANEOUS.

(A) For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, the Escrow Agent hereby represents that (i) it does not, nor does any Affiliate of the Escrow Agent, engage in business with Iran, Sudan or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, and (ii) it, and any Affiliate of the Escrow Agent, is not a company identified on the lists maintained by the Texas Comptroller of Public Accounts under Sections 808.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used herein has the meaning

assigned to such term in Section 2270.0001 of the Texas Government Code. For purposes of the foregoing, the Escrow Agent understands the term "Affiliate" to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

(B) For purposes of Section 2271.002, Texas Government Code, the Escrow Agent and the Issuer acknowledge and agree that the value of this Agreement and the compensation paid to the Escrow Agent does not and shall not exceed \$100,000. Accordingly, the provisions of Section 2271.002 do not apply to this Agreement.

(C) For the purposes of Section 2276.002, Texas Government Code, the Escrow Agent and the Issuer acknowledge and agree that the value of this Agreement and the compensation paid to the Escrow Agent does not and shall not exceed \$100,000. Accordingly, the provisions of Section 2276.002 do not apply to this Agreement.

(D) For the purposes of Section 2274.002, Texas Government Code, the Escrow Agent and the Issuer acknowledge and agree that the value of this Agreement and the compensation paid to the Escrow Agent does not and shall not exceed \$100,000. Accordingly, the provisions of Section 2274.002 do not apply to this Agreement.

SECTION 22. The Escrow Agent represents and warrants, for purposes of Section 2252.908 of the Texas Government Code, that the Escrow Agent is a wholly owned subsidiary of a public traded business entity.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

TARRANT REGIONAL WATER DISTRICT,
A WATER CONTROL AND IMPROVEMENT DISTRICT

By: _____
President, Board of Directors

(SEAL)

BOKF, NA as Escrow Agent

By: _____

Title: _____

EXHIBIT A
Fee Schedule

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 14

DATE: October 20, 2026

SUBJECT: CONSIDER APPROVAL OF AMENDMENT TO THE ENTERPRISE FUND (WATER SUPPLY) MASTER RESOLUTION TO AUTHORIZE THE ISSUANCE AND PAYMENT OF UP TO \$800,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE WATER REVENUE BONDS - EXTENDABLE COMMERCIAL PAPER MODE

FUNDING: N/A

RECOMMENDATION:

Management recommends Amending the Enterprise Fund (Water Supply) Master Resolution that established the Tarrant Regional Water District, a Water control and Improvement District, Extendable Commercial Paper Mode to authorize from \$400,000,000 to up \$800,000,000 aggregate principal amount of the ECP Bonds.

DISCUSSION:

As part of the District's cost savings strategy, bonds are issued based on cash flow projections, which reduces the overall bond issues and related expenses. Increasing the aggregate principal of the Extendable Commercial Paper Bond program will allow the District to enter into contracts without having to issue bonds for the full contract amount at the time of approval.

The District's financial advisors and Bond Counsel have advised the District on the need for this Amendment. Please see attached a memo from staff and the Amendment to the Master Resolution.

This item was reviewed by the Finance and Audit Committee on October 13, 2026.

Submitted By:

Kathleen Ray
Finance Director

Memo

TO: Sandy Newby, Chief Financial Officer

FROM: Kathleen Ray, Finance Director

DATE: September 25th, 2026

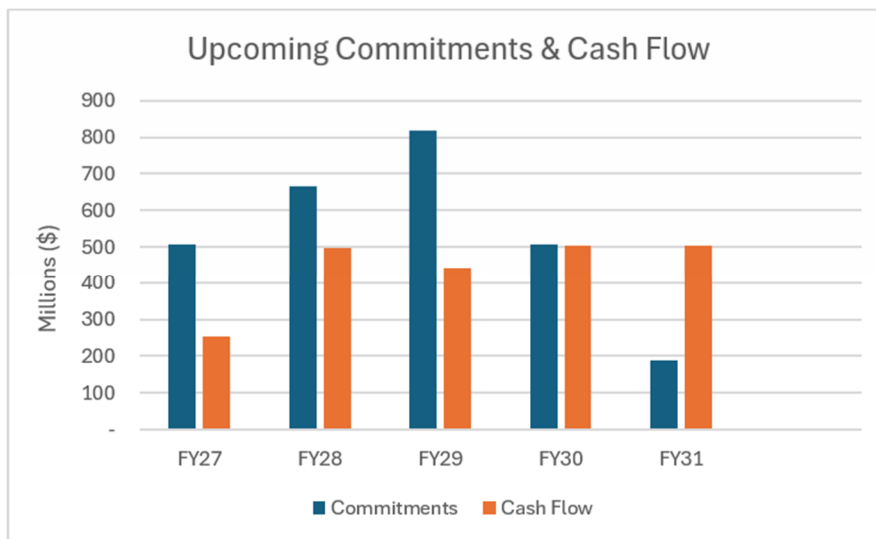
RE: Extendable Commercial Paper (ECP) Amendment

Finance recommends increasing the water revenue bonds (Enterprise Fund) Extendable Commercial Paper (ECP) program from \$400 million to \$800 million in aggregate principal. The ECP program allows the District to enter into contracts without issuing debt for the full contract amount upfront. By utilizing the ECP program, the District can better align financing with project expenditures and reduce overall borrowing costs. The District is entering into a large CIP plan and anticipates spending \$2.3 billion over the next five years to complete the currently identified Capital Improvement Program (CIP) projects (the current CIP plan does not include a new water supply source).

The District's current commitments are approximately \$230 million (excludes the Dallas portion of IPL) and we're expecting to enter into new commitments of approximately \$500 million per year over the next five years. These new commitments are primarily for:

- The continuation of the IPL project
- The Cedar Creek Pipeline replacement projects
- The construction of the Marty Leonard Wetlands

The current and new commitments are largely construction-related contracts that span multiple years. Increasing the ECP program capacity will allow the District to continue executing new contracts while issuing debt as needed to meet annual cash flow requirements.



CERTIFICATE FOR RESOLUTION

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

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

1. The Board of Directors of said District convened in REGULAR MEETING ON THE 20TH DAY OF OCTOBER, 2026, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

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

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

RESOLUTION AMENDING MASTER RESOLUTION ESTABLISHING
THE TARRANT REGIONAL WATER DISTRICT, A WATER
CONTROL AND IMPROVEMENT DISTRICT EXTENDABLE
COMMERCIAL PAPER FINANCING PROGRAM AND
AUTHORIZING WATER REVENUE BONDS – EXTENDABLE
COMMERCIAL PAPER MODE

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

AYES:_____.

NOES:_____.

ABSTENTION:_____.

2. That a true, full, and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in

the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the ____ day of October 2026.

Secretary, Board of Directors

President, Board of Directors

RESOLUTION

AMENDING

MASTER RESOLUTION ESTABLISHING THE TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT EXTENDABLE COMMERCIAL PAPER FINANCING PROGRAM AND AUTHORIZING WATER REVENUE BONDS – EXTENDABLE COMMERCIAL PAPER MODE

WHEREAS, the Tarrant Regional Water District, a Water Control and Improvement District (the “District” or the “Issuer”) is a political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to the general laws of the State of Texas, including Chapters 49 and 51, Texas Water Code, and pursuant to the provisions of Chapter 268, Acts of 1957, 55th Legislature of Texas, Regular Session, as amended (collectively the "District Act"); and has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations; and

WHEREAS, the Board of Directors of the District (the “Board”) authorized the issuance and payment of up to \$400,000,000 aggregate principal amount of “Tarrant Regional Water District, A Water Control and Improvement District Water Revenue Bond—Extendable Commercial Paper Mode, Series A (Tax-Exempt)” and “Tarrant Regional Water District, A Water Control and Improvement District Water Revenue Bond—Extendable Commercial Paper Mode, Series A (Taxable)” (the “ECP Bonds”) issued pursuant to the “Master Resolution Establishing the Tarrant Regional Water District, a Water Control and Improvement District Extendable Commercial Paper Financing Program and Authorizing Water Revenue Bonds – Extendable Commercial Paper Mode” adopted on June 21, 2016 (the “2016 Master Resolution”), and amended on June 17, 2025, pursuant to a “Resolution Amending Master Resolution Establishing the Tarrant Regional Water District, a Water Control And Improvement District Extendable Commercial Paper Financing Program And Authorizing Water Revenue Bonds – Extendable Commercial Paper Mode” (the “First Amendment” and together with the 2016 Master Resolution, the “Master Resolution”), providing for the issuance of the ECP Bonds; and

WHEREAS, the Board now desires to amend the Master Resolution to authorize the issuance and payment of up to \$800,000,000 aggregate principal amount of the ECP Bonds; and

WHEREAS, the meeting was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code; NOW, THEREFORE,

THE BOARD OF DIRECTORS OF THE TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, HEREBY CERTIFY AS FOLLOWS:

Section 1. Recitals; Definitions. The statements, findings, representations, and determinations set forth in the recitals to this Resolution are hereby incorporated into and made a part of this Resolution for all purposes. Capitalized terms not defined herein have the same meaning as assigned in the Master Resolution.

Section 2. Amendment to Master Resolution. Pursuant to Section 6.02(a)(v) of the Master Resolution, the defined term “Authorized Amount” contained in the Master Resolution is hereby amended and restated in its entirety as follows:

“Authorized Amount” means \$800,000,000; provided that such amount may be issued in one or more Series and provided, further, that the aggregate amount outstanding under this Master Resolution at any one time among all Series may not exceed such Authorized Amount.

The amendment shall take effect upon the approval of the Attorney General of the State of this Resolution, and other agreements and proceedings as may be required in connection therewith, as described in Section 4 hereof. Any and all of the terms and provisions of the Master Resolution shall, except as amended hereby, remain in full force and effect.

Section 3. Dealer Agreement; Issuing and Paying Agent Agreement.

(a) A TRWD Authorized Representative, acting for and on behalf of the Issuer, is authorized to approve, enter into and carry out amendments and supplements to the Dealer Agreement dated as of August 15, 2016 (the “2016 Dealer Agreement”) and as amended by the First Amendment to Dealer Agreement dated as of July 16, 2025 (the “First Amendment to Dealer Agreement” together with the 2016 Dealer Agreement, the “Dealer Agreement”), between the Issuer and J.P. Morgan Securities LLC, that are necessary or acceptable in connection with the amendment of the Master Resolution.

(b) A TRWD Authorized Representative, acting for and on behalf of the Issuer, is authorized to approve, enter into and carry out amendments and supplements to the Issuing and Paying Agent Agreement dated as of August 15, 2016 (the “2016 Issuing and Paying Agent Agreement”), and as amended by the First Amendment to the Issuing and Paying Agent Agreement dated as of July 16, 2025 (the “First Amendment to the Issuing and Paying Agent Agreement” together with the 2016 Issuing and Paying Agent Agreement, the “Issuing and Paying Agent Agreement”), between the Issuer and U.S. Bank National Association, as Issuing and Paying Agent, that are necessary or acceptable in connection with the amendment of the Master Resolution.

Section 4. Approval of Attorney General and Fees. The amendment to the Master Resolution herein authorized shall not become effective until the Attorney General of the State shall have approved this Resolution, and other agreements and proceedings as may be required in connection therewith, all as is required by the Acts. The Issuer hereby authorizes and directs payment, from legally available funds of the Issuer, of the nonrefundable examination fee of the Attorney General of the State of Texas required by Section 1202.004, Texas Government Code, as amended.

Section 5. Further Procedures. The President and Secretary, respectively, of the Board of Directors of the Issuer, any TRWD Authorized Representative, and all other officers, employees and agents of the Issuer are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, the Master Resolution, the Dealer Agreement, and the Issuing and Paying Agent Agreement. In addition, the President and Secretary, any TRWD Authorized Representative, and Bond Counsel are hereby authorized to approve, subsequent to the date of adoption of this Resolution, any amendments to the above named documents, and any technical amendments to this Resolution as may be required by a Rating Agency as a condition to the granting or maintaining of a rating on the ECP Bonds acceptable to a TRWD Authorized Representative, or as may be required by the Office of the Attorney General of the State in connection with the approval of this Resolution or to correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution.

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TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: October 20, 2026

SUBJECT: CONSIDER APPROVAL OF ORDER AUTHORIZING THE ISSUANCE OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, UNLIMITED TAX REFUNDING BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING THE PROCEDURES OF SELLING AND DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of a resolution authorizing the issuance of Tarrant Regional Water District, a Water Control and Improvement District, Unlimited Tax Refunding Bonds (General Fund); Levying an Ad Valorem Tax in support of the Bonds; establishing the procedures of selling and delivering the bonds; and authorizing other matters related to the issuance of the bonds.

DISCUSSION:

The resolution authorizes the sale of Unlimited Tax Refunding Bonds to refund any ECP Bonds Series B (General Fund) outstanding under the District's Extendable Commercial Paper Financing Program. This resolution gives the District the flexibility to refund the Extendable Commercial Paper Bonds ("ECP") to long-term fixed rate bonds at any time over the next 12 months. This Resolution is necessary should the District need quick access to the bond market if the ECP Bonds are no longer marketable at a cost effective interest rate. The decision to refund will depend on the market conditions, costs and/or market accessibility. There are currently no outstanding ECP Bonds issued on this program.

The District's financial advisors and Bond Counsel have advised the District on the need for this resolution. Please see attached the resolution for the sale.

This item was reviewed by the Finance and Audit Committee on October 13, 2026.

Submitted By:

Kathleen Ray
Finance Director

CERTIFICATE FOR ORDER

THE STATE OF TEXAS:

COUNTY OF TARRANT:

TARRANT REGIONAL WATER DISTRICT,

A WATER CONTROL AND IMPROVEMENT DISTRICT:

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

1. The Board of Directors of said District convened in REGULAR MEETING ON THE 20th DAY OF OCTOBER, 2026, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

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

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

ORDER AUTHORIZING THE ISSUANCE OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, UNLIMITED TAX REFUNDING BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING THE PROCEDURES OF SELLING AND DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

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

AYES:	_____
NOES:	_____
ABSTENTION:	_____

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

open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 20th day of October, 2026.

Secretary, Board of Directors

President, Board of Directors



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: October 20, 2026

SUBJECT: CONSIDER APPROVAL OF RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, WATER REVENUE ECP SERIES A (WATER SUPPLY) REFUNDING BONDS, PLEDGING REVENUES FOR THE PAYMENT OF THE BONDS, APPROVING AN OFFICIAL STATEMENT, AND AUTHORIZING OTHER INSTRUMENTS AND PROCEDURES RELATING THERETO

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of a resolution authorizing the issuance, sale, and delivery of the Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue ECP Series A (Water Supply) Refunding Bonds, pledging revenues for the payment of the bonds, approving an official statement, and authorizing other instruments and procedures relating thereto.

DISCUSSION:

The resolution authorizes the sale of ECP Series A (Water Supply) Refunding Bonds to refund any ECP Bonds outstanding under the District's Extendable Commercial Paper Financing Program. This resolution gives the District the flexibility to refund the Extendable Commercial Paper Bonds ("ECP") to long-term fixed rate bonds at any time over the next 12 months. This Resolution is necessary should the District need quick access to the bond market if the ECP Bonds are no longer marketable at a cost effective interest rate. The decision to refund will depend on the market conditions, costs and/or market accessibility. There are currently no outstanding ECP Bonds issued on this program.

The District's financial advisors and Bond Counsel have advised the District on the need for this resolution. Please see attached the resolution for the sale.

This item was reviewed by the Finance and Audit Committee on October 12, 2026.

Submitted By:

Kathleen Ray
Finance Director

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS:

COUNTY OF TARRANT:

TARRANT REGIONAL WATER DISTRICT,

A WATER CONTROL AND IMPROVEMENT DISTRICT:

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

1. The Board of Directors of said District convened in REGULAR MEETING ON THE 20th DAY OF OCTOBER, 2026, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

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

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

RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, WATER REVENUE ECP SERIES A REFUNDING BONDS, PLEDGING REVENUES FOR THE PAYMENT OF THE BONDS, APPROVING AN OFFICIAL STATEMENT, AND AUTHORIZING OTHER INSTRUMENTS AND PROCEDURES RELATING THERETO

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

AYES:	_____
NOES:	_____
ABSTENTION:	_____

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

and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 20th day of October, 2026.

Secretary, Board of Directors

President, Board of Directors



Signature Page to ECP Refunding Certificate

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 18

DATE: October 20, 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, Including Real Property Related to Panther Island and the Cedar Creek Pipeline Rehab Project; and

Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the Annual General Manager Performance Review

DISCUSSION:

- Pending litigation
- Real property issues
- Personnel matters

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 19

DATE: October 20, 2026

SUBJECT: Consider Approval of Resolution Amending Panther Island Developer Regulations for Community Facilities Agreements and Future Improvement Agreements to Govern Developer Construction of Public Infrastructure

FUNDING: N/A

RECOMMENDATION:

Management recommends the Board of Directors adopt a Resolution to amend Panther Island Developer Regulations for Community Facilities Agreements and Future Improvement Agreements ("Developer Regulations") that govern developer construction of certain infrastructure within the TRWD rights-of-way.

DISCUSSION:

Developer Regulations, adopted by Resolution of the TRWD Board on March 27, 2026, govern the responsibilities of developers who are required to build all or a portion of canals or paseos that will be owned and operated by TRWD.

During the development and negotiation of the first Community Facilities Agreement contract, it was determined that a few amendments and clarifications in the Developer Regulation are appropriate as follows.

1. Allows reduction of maintenance bond period from two years to one for Paseos.
2. Adds allowance for TRWD Community Facilities Agreement to address the assignment of the contract without requiring separate requests to TRWD.
3. Adds clarification that the Development Bond option as a financial guarantee includes a Payment and Performance Bond by the Developer's Contractors naming the Developer and TRWD as dual obligees.
4. In lieu of affidavits of bills paid and final lien waiver executed by Developer's contractors, allows TRWD to accept a bond posted by the Developer for any disputed amounts necessary for a title company to bond around such lien.

It is management's opinion that these changes sufficiently protect the District.

This item was reviewed by the Real Estate Committee on October 13, 2026, and the Construction and Operations Committee on October 14, 2026.

Submitted By:

Susan Alanis
Panther Island Program Director

RESOLUTION

A RESOLUTION OF TARRANT REGIONAL WATER DISTRICT TO ADOPT REGULATIONS FOR COMMUNITY FACILITIES AGREEMENTS AND FUTURE IMPROVEMENT AGREEMENTS (“DEVELOPER REGULATIONS”)

WHEREAS, under Article XVI, Sec. 59 of the Texas Constitution Chapter 340 of the General and Special Laws enacted by the 44th Legislature of Texas, and the laws and regulations governing Texas water control and improvement districts, the governing body of a Water Control and Improvement District may adopt, following appropriate public notice, rules to afford protection of the lands, physical properties and improvements of the District; and to safeguard the quality of the water stored in the reservoirs owned and controlled by the District;

WHEREAS, the Board of Directors has determined that it is necessary to promulgate District policies related to community facilities agreements and future improvement agreements, along with the Panther Island Canal System Manual and the Canal Connection Fee adopted separately by the Board, which are incorporated herein by reference and collectively referred to as Developer Requirements to manage and facilitate development on Panther Island;

WHEREAS, while the District intends to construct most segments of the Canal, there may be instances when a Developer accepts responsibility for construction;

WHEREAS, in many instances, the Developer will be responsible for construction of all or portions of the Paseo;

WHEREAS, this Regulation was adopted by the Board on March 27, 2026; and

WHEREAS, an amendment is needed to (i) add specific time frames in which maintenance bonds are required for certain types of public improvements; (ii) allow for the District to contractually agree to different terms related to assignment of community facility agreements; (iii) expand the description of acceptable forms of financial guarantees; and (iv) allow for the District to accept a bond when appropriate to address a disputed lien for purposes of accepting a public improvement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE TARRANT REGIONAL WATER DISTRICT, THAT:

ARTICLE I: GENERAL

A. PURPOSE AND SCOPE.

This Section applies to the design, construction of or payment for public infrastructure, and the dedication of property by Developers on Panther Island, to ensure that all developments are adequately served by public infrastructure and that the public infrastructure is

constructed according to District standards. This Ordinance is intended to operate consistently with the authorizations and procedures established under Texas law.

B. DEFINITIONS.

The following terms, when used in this Chapter, shall have the meanings respectively ascribed to them by this section:

CANAL – The 19-foot to 42-foot-wide concrete drainage structure with a normal water surface elevation of 525 feet. Also known as the Canal basin.

CANAL SYSTEM All canal segments and TRWD improvements within the Canal ROW which includes the Canal and the Paseos.

COMMERCIAL DEVELOPMENT. The development of property for commercial and industrial use, or multi-family developments.

COMMUNITY FACILITIES. Canal System including the Canal and the Paseo and other public infrastructure constructed pursuant to a Community Facilities Agreement or other agreement between the District and a Developer.

COMMUNITY FACILITIES AGREEMENT – TRWD (CFA – TRWD). A contract between a Developer and the District for the construction of Community Facilities, on property in which the District has or will have an ownership or other legal interest, that the District requires to be constructed as a condition issuance of a building permit or a certificate of occupancy by the City.

COMPLIANCE REVIEW. The infrastructure plan review stage at which the District confirms that the Design Engineer has revised the engineering plans to adequately address the comments received and ensures that the Submittal Package is complete and complies with the District's policies and specifications. This is required for any portions of the Canal System that will be constructed by the Developer and for which the District has not provided a complete set of plans.

CONCURRENT CFAs. A CFA in which one or more of the Community Facilities being constructed by a Developer is dependent upon connecting to Community Facilities being constructed by a different Developer pursuant to a separate CFA, either with the City or with TRWD.

CONSTRUCTION INSPECTOR. An employee or contractor of the District responsible for inspecting Community Facilities.

DESIGN ENGINEER. A professional engineer, licensed by the State of Texas, working for a Developer, who performs studies and tests, and prepares a complete set of plans, specifications, and contract documents for the construction of Community Facilities.

DEVELOPER. The owner, or the agent of an owner, of a tract of land that requires the construction of any portion of the Canal System as a condition of the approval of a building permit, a certificate of occupancy, or other plans by the District or the City.

DEVELOPMENT. Property on or to which a Developer is extending or constructing public infrastructure to provide service to one or more existing or proposed lots, regardless of whether the property is located in an area that was previously developed, or the act of making improvements to property.

DISTRICT PARTICIPATION. The District's financial participation in a Community Facilities Agreement for the construction of public infrastructure.

PANTHER ISLAND PROGRAM MANAGER. An employee of the District responsible for the contract administration of engineering related to Community Facilities.

ENGINEERING SHEET. Each page of plans, drawings or documents prepared by the Design Engineer for the design of Community Facilities.

FUTURE IMPROVEMENTS AGREEMENT. An agreement between the District and a Developer through which the Developer pays to the District the cost of constructing one or more public improvements in lieu of constructing the public improvements.

GOVERNMENTAL ENTITY. The State, the federal government, or a political subdivision of the State or federal government.

OVERSIZING. When District Participation in a CFA – TRWD is used to make the public improvements larger, longer, or more enhanced than the Developer is required to construct.

PARENT PROJECT. The public infrastructure being constructed pursuant to a CFA - TRWD that some or all of the public infrastructure constructed pursuant to a Phased CFA will directly connect to and is dependent upon.

PASEO. The area between the outer boundary Canal ROW and edge of the Canal water surface including the sidewalks, pedestrian walkways, planter boxes, plantings, walls, irrigation systems, decorative features, and all other areas to which the public has access adjacent to the Canal. The Paseo will be publicly accessible.

PHASED CFA. Community Facilities being constructed by a Developer that will connect to public infrastructure being constructed in a Parent Project by the same Developer.

PRE-APPLICATION MEETING. A required meeting a Developer must have with District staff to discuss a proposed Project to assist in determining capacity of existing or planned Canal System to support the development and related requirements. City Stormwater staff will participate.

STORMWATER PRE-DEVELOPMENT MEETING. A required meeting a Developer must have with City staff to discuss a proposed Project to assist in determining the requirements for and feasibility of the Project. District staff will participate.

PRIMARY PROJECT. Community Facilities being constructed by a Developer that will be connected to and relied upon by Community Facilities being constructed pursuant to a Concurrent CFA.

PROJECT. A Developer's plan to develop a specific area.

PROJECT MANAGER. An employee of IPRC responsible for managing a CFA – TRWD Project for the City.

RECORD DRAWINGS. As-built drawings prepared by a Design Engineer after construction that show the public infrastructure that was constructed.

STANDARD CONDITIONS. Any requirements promulgated by the District regarding construction requirements.

SUBMITTAL PACKAGE. Design plans and related documentation submitted by a Design Engineer to TRWD for review of a Project.

ARTICLE II: DETERMINATION OF REQUIRED PUBLIC INFRASTRUCTURE

- A. As a condition of District approval of the City's issuance of a building permit or a certificate of occupancy for a property development project, the District requires Developers to bear a portion of the costs of the Canal System by the making of dedications, the payment of fees, or the payment of construction costs.
- B. A Developer must deliver to the District studies and other information necessary for the District to determine if the existing Canal System can serve the development or, alternatively, to make a determination if additional drainage solutions are required, consistent with the Panther Island Canal System Manual. The information the Developer submits to the District must include site grading plans, assessments of existing site drainage, stormwater management plans, or other information necessary for the District to make a determination.
- C. Fees for access to drainage and stormwater facilities ("Canal Connection Fee") assessed and collected adopted by the TRWD Board shall be charged by the District independently of a Developer's requirement to bear a roughly proportionate cost of City drainage and stormwater infrastructure improvements. Credits to Canal Connection Fees for actual construction of a segment of the Canal System by the Developer may be available as provided by District regulations.

ARTICLE III: INFRASTRUCTURE PLAN REVIEW PROCESS

A. PANTHER ISLAND PROGRAM OFFICE (PIPO).

PIPO will be responsible for managing the design and construction of community facilities on behalf of the District to ensure the community facilities comply with the District's policies and specifications. The PIPO is comprised of a team of professional engineers and administrative staff. The professional engineers serve as project managers for their assigned projects. PIPO, in conjunction with city staff responsible for public infrastructure, will review and provide comments on engineering plans, contract documents, and other documents necessary for the construction of public infrastructure. The PIPO will accept final plans for construction, assist with public bidding, and coordinate with the developer, the design engineer, the construction inspector, and city staff during construction of community facilities. Developers and design engineers must comply with the processes established by PIPO for the submission, review, and approval of construction plans and related information by the PIPO.

B. SUBMITTAL.

1. Pursuant to a Pre-Application Meeting with TRWD where the capacity of the existing Canal System was evaluated and it was determined that the proposed development cannot be served without additional construction and/or the developer is required to construct the Paseo, a complete set of engineering plans and all detailed checklists must be fully completed, executed, and delivered to PIPO in the form and manner specified by PIPO.
2. Pre-submittal meetings with PIPO staff are available to the Developer for iterative consultation prior to submittal as needed.

C. ACCEPTANCE OF PLANS.

1. The District's signing of the cover sheet for the plans and specifications shall not constitute or be deemed to be a release of the responsibility and liability of the developer, the design engineer, or the developer and design engineer's officers, agents, employees, and subcontractors, for the accuracy and competency of the plans and specifications, including but not limited to surveys, location of subsurface investigations, design, working drawings and specifications, and other engineering documents.
2. The District's provision of plans and specifications to the Developer shall not constitute or be deemed to be a release of the responsibility and liability of the developer, the design engineer, or the developer and design engineer's officers, agents, employees, and subcontractors, for the accuracy and competency of the plans and specifications, including but not limited to surveys, location of subsurface investigations, design, working drawings and specifications, and other engineering documents.
3. The District's signing of the cover sheet for the plans and specifications shall not be deemed to be an assumption of such responsibility and liability by the District for any negligent act, error or omission in the conduct or preparation of the subsurface investigation, surveys, designs, working drawings and specifications, and other engineering documents by the developer, the design engineer, or the developer and design engineer's officers, agents, employees, and subcontractors, it being the intent of the developer, design engineer and the city that acceptance by the city of the

plans, contracts between the developer and the developer's contractors, payment, performance, and maintenance bonds, insurance certificates, and other documents signifies the city's acceptance only of the format of the documents and the general design concept of the community facilities.

D. REQUIREMENTS OF CONTRACTORS.

1. The contracts between the developer and the developer's contractors must incorporate any requirements promulgated by the District regarding construction requirements.
2. The insurance policy from the developer's contractor must be in the amounts required by the standard conditions and must name the District as an additional insured under all insurance policies.
3. The payment, performance, and maintenance bonds must be in the total amount of the construction contract between the developer and the contractor. The bonds must meet the requirements of the District's standard conditions, Tex. Government Code Chapter 2253, and the Texas Insurance Code. The maintenance bond must cover the community facilities to be constructed against defects in materials and workmanship for a period of two years after completion and final acceptance of the community facilities by the District.. If the Community Facilities to be constructed are limited to Paseos only, the maintenance bond may be reduced to a period of one year with the approval of TRWD.

E. ADJUSTMENT OR DISTURBANCE OF INFRASTRUCTURE DURING MAINTENANCE BOND PERIOD.

If a project requires an adjustment, cut, relocation, or disturbance of public infrastructure that has been accepted by the District and is covered by a maintenance bond, the contractor for the project must provide the District with a new maintenance bond covering the scope of work being performed by the contractor that is valid for a period of two years from acceptance of the community facilities. Compliance with the city's utility construction policy, if applicable, is required.

F. DESIGN STANDARDS; REQUESTS FOR ALTERNATIVE SPECIFICATIONS

1. All engineering plans must be designed in accordance with state and federal law, and with all applicable District policies, design specifications, and design standards, including but not limited to the:
 - a) Panther Island Canal System Manual
 - b) Water Quality Guidance Manual; and
 - c) City of Fort Worth Stormwater Criteria Manual.
2. All engineering plans and CFA – TRWD exhibits must identify the public infrastructure that the Community Facilities will connect to. If the public infrastructure that Community Facilities will connect to has not been constructed and accepted by the District, the engineering plans and CFA – TRWD exhibits must identify that the public infrastructure has not been constructed and appropriate temporary condition shall be constructed (plugging a stub out, for example).
3. Any request for an alternative to a District design specification must be submitted in writing to the PIPO by the Design Engineer.

G. EXPIRATION OF ENGINEERING PLANS

Engineering plans accepted by the District shall be valid for a period of four (4) years. A CFA – TRWD will not be executed for engineering plans that are more than four (4) years old unless validated by the Design Engineer that they conform to current requirements.

ARTICLE IV: COMMUNITY FACILITIES AGREEMENTS

A. CFA – TRWD APPLICATION

Before submitting engineering plans to PIPO, the Developer must submit a completed CFA – TRWD application and any CFA – TRWD application fee established by the District.

B. MATERIAL TESTING

1. The District shall determine the estimated amount of material testing necessary for a CFA – TRWD based upon the engineering plans submitted to the District. The estimated cost of material testing will be provided by the District to the Developer.
2. The District will maintain a list of pre-approved material testing laboratories, and the Developer shall use a laboratory included on that list. Material testing laboratories must provide copies of all test results directly to the District and the Developer. If the community facilities being constructed fail a test, the Developer must correct or replace the community facilities until the community facilities pass a retest. The Developer must pay the material testing laboratories directly for all material testing and retesting. The District will obtain proof from the material testing laboratories that the material testing laboratories have been paid in full by the Developer before the District will accept the Community Facilities that were tested.
3. The Developer shall pay any administrative material testing service fee established by the District set for each material test required for Community Facilities constructed pursuant to a CFA – TRWD to reimburse the District for the District's cost incurred for material testing.

C. INSPECTION FEES

The District will inspect Community Facilities being constructed to ensure that the Community Facilities are constructed in accordance with the engineering plans. The Developer must pay any construction inspection service fees established by the District to cover the District's cost for performing inspections.

D. CALCULATION AND PAYMENT OF ANY ESTIMATED FEES

1. The District will calculate the estimated cost of any administrative material testing service fees and any construction inspection service fees based on the engineering plans and construction schedule submitted to PIPO. PIPO will deliver a copy of the

written estimate of the fee to the Developer with the comments on the engineering plans submitted.

2. The Developer must pay the estimated cost of any administrative material testing service fees and construction inspection service fees to the District before the CFA – TRWD is executed. If there is District Participation in the Project; the District will be responsible for any administrative material testing service fees and construction inspection service fees attributable to the District Participation.

E. STANDARD FORM OF CONTRACTS; CHANGES

The District uses standardized forms for Community Facilities Agreements and financial guarantees. The Developer may request changes to the language in the forms. The District is not required to accept the changes requested by the Developer.

F. TERM OF THE CFA – TRWD

1. The term for completing construction of Community Facilities pursuant to a CFA – TRWD shall be three (3) years. The District and the Developer may agree upon a term of less than three (3) years.
2. If construction of the Community Facilities has commenced before the end of the term, the CFA – TRWD may be amended to extend the term for up to one (1) additional year. The maximum term of a CFA – TRWD may not be more than four (4) years.
3. If construction of Community Facilities pursuant to a CFA – TRWD has not begun ninety days before the end of the term, the District may send written notice to the Developer of the District's intent to use the Developer's financial guarantee to construct the Community Facilities. If the Developer and the District do not agree on an extension of the term within sixty days before the term expires or if the term of the CFA – TRWD is already three years, the District may use the Developer's financial guarantee to construct all or some of the Community Facilities contemplated by the CFA – TRWD.

G. CFA – TRWD AMENDMENTS AND ASSIGNMENTS

Unless specifically addressed in an executed TRWD Community Facilities Agreement, all requests to amend or assign an executed CFA – TRWD must be submitted by the Developer to the Panther Island Program Office. The Developer must pay any CFA – TRWD amendment fee established by the District before an amendment or a consent to an assignment of a CFA – TRWD will be executed by the District. An amendment or assignment of a CFA – TRWD shall be at the discretion of the District.

H. FINANCIAL GUARANTEE REQUIRED

The Developer must provide the District with adequate financial security to guarantee the Developer's obligations under the CFA – TRWD, which include, but are not limited to,

the Developer's obligations to construct all the Community Facilities contemplated by the CFA – TRWD and the payment by the Developer to all contractors and material suppliers with whom the Developer has a contract for the Project. No construction of Community Facilities shall ever begin until the financial guarantee has been delivered to and approved by the District and the CFA – TRWD has been executed by the Developer and the District.

I. TYPES OF FINANCIAL GUARANTEES

1. One or more of the following types of financial guarantees shall be provided by the Developer to the District to guarantee the Developer's obligations under the CFA – TRWD:
 - a) *Development Bond.* A development bond in the amount of 100% of the total amount of the Developer's share of the construction costs in the CFA – TRWD. The development bond shall be executed by the Developer and guarantee that the Developer will construct the Community Facilities and pay all contractors, material suppliers, and equipment suppliers for the Project. The development bond must meet the requirements of Chapter 2253 of the Texas Local Government Code, and the Texas Insurance Code. The Development Bond may be in the form of a Payment and Performance Bond provided by the Developer's contractors naming the District and the Developer as dual obligee.
 - b) *Cash Deposit.* A cash deposit with the District in the amount of 125% of the total amount of the Developer's share of construction costs in the CFA – TRWD. The additional 25% above the Developer's share of the construction costs shall cover change orders to the CFA – TRWD. The District will not pay any interest on cash deposits made with the District;
 - c) *Letter of Credit.* A letter of credit in the amount of 125% of the total amount of the Developer's share of the construction costs in the CFA – TRWD. The additional 25% above the Developer's share of the construction costs shall cover change orders to the CFA – TRWD. The expiration date of a Letter of Credit shall be no less than ninety (90) days after the Term of the CFA – TRWD expires;
 - d) *Escrow Agreement.* An escrow agreement between the District, the Developer and a financial institution or escrow agent in the amount of 125% of the Developer's share of the construction costs in the CFA – TRWD. The additional 25% above the Developer's share of the construction costs shall cover change orders to the Community Facilities Agreement;
2. All financial guarantees must be on forms prescribed by or acceptable to the District.
3. Reductions in Financial Guarantees requested by the Developer may be allowed in one-third increments at the sole discretion of the District when construction is partially complete and project completion is delayed solely by the construction schedule of the

District on connected facilities.

J. PHASED CFA

1. A Phased CFA allows a Developer constructing a multi-phased Development to construct subsequent phases of the Development before construction of the Community Facilities for the previous phases have been completed and accepted by the District. A Phased CFA is also allowed when one Developer is constructing two different Developments and would like to simultaneously construct the Community Facilities in the two Developments that will be connected to each other.
2. The Developer or Design Engineer must notify the District on the CFA application that the CFA – TRWD will be a Phased CFA.
3. The plans for a Phased CFA may be reviewed simultaneously with the review of the plans for the Parent Project regardless of whether the Parent Project includes on-site or off-site Community Facilities.
4. The Parent Project and the Phased CFA must be constructed by the same Developer.
5. Any type of financial guarantee a Developer is authorized by this Ordinance to use may be used for a Phased CFA.
6. The District will direct the City to withhold a Certificate of Occupancy for any buildings until the Community Facilities being constructed pursuant to the Phased CFA have been completed and accepted by the District, unless otherwise agreed to by the District and the City.
7. The Developer must notify all of the Developer's contractors performing work on the Phased CFA that the Developer has elected to construct a Phased CFA, the provisions relating to Phased CFAs in the Community Facilities Agreement, the risks associated with a Phased CFA, and that the District will not bear any responsibility for the Developer's decision to proceed with a Phased CFA. The Developer will be responsible for resolving any disputes between contractors performing work on the Parent Project and contractors performing work on the Phased CFA. Technical conflicts relating to connection of the Community Facilities between the Parent Project and the Phased CFA are part of the at-risk nature of a Phased CFA and the Developer must resolve all conflicts.
8. A Developer may not make the final connection of the Community Facilities in the Phased CFA to the Community Facilities in the Parent Project until the Community Facilities in the Parent Project have been constructed and accepted by the District and the City has consented to the Developer making the connection.
9. The Developer of a Phased CFA must assume all risks associated with a Phased CFA and must indemnify, defend and hold the District harmless for the construction of the Community Facilities pursuant to a Phased CFA and the Developer's decision to construct Community Facilities pursuant to a Phased CFA.

K. CONCURRENT CFAS

1. A Concurrent CFA allows a Developer to construct Community Facilities that will connect to and are dependent upon Community Facilities being constructed by another

Developer, before the construction and acceptance by the District of the Community Facilities being constructed by the other Developer.

2. The Developer or Design Engineer must notify the District on the CFA – TRWD application the CFA – TRWD will be a Concurrent CFA.
3. The Primary Project must have reached Compliance Review before the engineering plans for a Concurrent CFA may be submitted to PIPO for Pre-submittal Review.
4. Any type of financial guarantee a Developer is authorized by this Ordinance to use may be used for a Concurrent CFA.
5. The District will direct the City to withhold a Certificate of Occupancy for any buildings until the Community Facilities being constructed pursuant to the Concurrent CFA have been completed and accepted by the District, unless otherwise agreed to by the District and the City.
6. The Developer of a Concurrent CFA must acknowledge in writing to the District that due to the Developer's election to proceed with a Concurrent CFA, the potential exists for technical, delivery, acceptance, or performance problems which could result in the Developer having to remove and reconstruct, at the Developer's expense, the Community Facilities constructed under the Concurrent CFA.
7. The Developer of a Concurrent CFA must agree that the Developer will resolve all disputes with the Developer of the Primary Project and between contractors and subcontractors performing work on the Concurrent CFA and contractors and subcontractors performing work on the Primary Project.
8. The Developer of a Concurrent CFA must execute a written agreement with the Developer of the Primary Project that includes the following provisions:
 - a) Provides access to the Developer of the Concurrent CFA onto property owned or controlled by the Developer of the Primary Project that is necessary for the construction of the Community Facilities pursuant to the Concurrent CFA;
 - b) Stipulates that the Developer of the Concurrent CFA and the Developer of the Primary Project must resolve all disputes regarding the design and construction of the Concurrent CFA and the Primary Project; and
 - c) Provides that the Developer of the Primary Project must notify the Developer of the Concurrent CFA of all changes to the design or construction of the Community Facilities in the Primary Project, including any field changes.
 - d) The written agreement between the Developer of the Concurrent CFA and the Developer of the Primary Project does not have to be delivered to the District for review.
 - e) The Developer of a Concurrent CFA must certify to the District in an attachment to the Developer's CFA – TRWD that the written agreement required by this subsection has been executed.
 - f) The Developer of a Concurrent CFA must notify all of Developer's contractors performing work on the Concurrent CFA that:
 - (i) the Developer has elected to construct Community Facilities pursuant to a Concurrent CFA;
 - (ii) the provisions relating to Concurrent CFAs in the Community Facilities Agreement;
 - (iii) the risks associated with a Concurrent CFA; and
 - (iv) the District will not bear any responsibility for the Developer's decision

- to construct Community Facilities pursuant to a Concurrent CFA.
- g) A Developer shall not make the final connection of Community Facilities constructed pursuant to a Concurrent CFA to Community Facilities in the Primary Project until the Community Facilities in the Primary Project have been constructed and accepted by the District and the District has consented to Developer making the connection.
 - h) The Developer of a Concurrent CFA must assume all risks associated with a Concurrent CFA and must indemnify, defend and hold the District harmless for the construction of the Community Facilities pursuant to a Concurrent CFA and the Developer's decision to construct Community Facilities pursuant to a Concurrent CFA.

L. EXECUTION OF CFA – TRWDS BASED ON ESTIMATES OF PROBABLE COSTS

1. At the discretion of the Project Manager, a CFA – TRWD may be executed based upon the Design Engineer's estimate of probable costs before the engineering plans for the CFA – TRWD have been accepted by the District. The engineering plans must have completed first review before a CFA – TRWD may be executed based upon the Design Engineer's estimate of probable costs.
2. The Project Manager shall review the cost estimates and must agree with the Design Engineer's estimate of probable costs before the CFA – TRWD is executed.
3. The Developer's financial guarantee must be in the amount of one hundred fifty percent (150%) of the Design Engineer's estimate of probable costs.
4. Before a pre-construction meeting can be scheduled, the Developer must amend the financial guarantee if the financial guarantee is less than one hundred twenty-five percent (125%) of the cost of the Community Facilities based upon the bids received by the Developer's contractors.
5. If the CFA – TRWD exhibits must be revised or the cost of the public infrastructure for the engineering plans accepted by the District is more than the amount in the CFA – TRWD, the CFA – TRWD must be amended and the Developer shall pay any CFA – TRWD amendment fee.

M. PROCUREMENT AND AWARD OF CONSTRUCTION CONTRACTS FOR COMMUNITY FACILITIES WITHOUT DISTRICT PARTICIPATION

If there is no District Participation in a CFA – TRWD, the Developer may procure the construction contracts by public or private bids, or any other lawful manner.

N. REQUIREMENTS FOR CONTRACTORS CONSTRUCTING COMMUNITY FACILITIES

1. Community Facilities must be constructed by contractors that:
 - a) are in good standing with the District;
 - b) are licensed, bonded, and insured; and
 - c) have the proper permits required by the District policies.
2. Contractors must provide payment and performance bonds, unless the Developer

provides a development bond as the financial guarantee for a CFA – TRWD that does not involve District Participation.

3. Contractors must provide a maintenance bond for the Community Facilities.

O. REQUIREMENTS FOR A NOTICE TO PROCEED TO CONSTRUCTION

The following items are required before the District will issue a notice to proceed to construction for a CFA – TRWD:

1. A complete set of engineering plans accepted by the District;
2. Proof of conveyance of all easements and temporary construction easements for the Community Facilities, and proof that all required permits have been issued;
3. A CFA – TRWD executed by the District and the Developer;
4. A financial guarantee acceptable to the District;
5. Payment of any required fees;
6. Complete Contract Document Books that have been accepted by the District;
7. A maintenance bond in the amount of the construction contracts executed in the name of the District covering Community Facilities to be constructed against defects in materials and workmanship for a period of two (2) years after completion and acceptance of the Community Facilities by the District; and
8. Payment and performance bonds provided by the contractors, or a development bond provided by the Developer for a CFA – TRWD that does not have District Participation which eliminates the requirement that the contractors provide payment and performance bonds as specified in Article IV, Section I.

ARTICLE V: DISTRICT PARTICIPATION IN COMMUNITY FACILITIES AGREEMENTS

A. PURPOSE OF DISTRICT PARTICIPATION

1. District Participation in a CFA – TRWD may be used to enlarge the scope of the Project beyond what the Developer is responsible for constructing or as an economic incentive.
2. District Participation in a CFA – TRWD allows the District to:
 - a) Take advantage of the Developer's construction mobilization, allowing for faster delivery of public infrastructure;
 - b) Increase the extent or capacity of the public infrastructure beyond what the Developer is responsible for constructing; or
 - c) Replace or improve existing public infrastructure that is deficient or in a deteriorating condition.

B. PUBLIC PROCUREMENT REQUIREMENTS

The District must comply with state laws relating to the expenditure of public funds. No District Participation will be paid for work performed prior to a CFA – TRWD being

executed or for work performed that was not procured in accordance with state law. Contractors working pursuant to a CFA – TRWD that includes District Participation must be selected in accordance with state laws relating to the expenditure of public funds and the procurement of contractors for public works projects. The method of selection may include lowest responsive and responsible bid, or best value, as allowed by state law.

C. CALCULATING DISTRICT PARTICIPATION

District Participation in a CFA – TRWD shall be calculated in accordance with the Developer's Estimate of Probable Construction Cost as agreed to by the District. Final participation payments shall be based on actual costs up to the amount of the estimate. District participation in any cost overruns resulting from higher than anticipated bids or change orders must be agreed to in writing by the District prior to commencement of construction and are subject to TRWD Board approval if greater than \$150,000 in aggregate.

D. LIMITS ON DISTRICT PARTICIPATION

District Participation is limited to the availability of District funds and subject to approval of the TRWD Board when required. The District's obligation to participate in a CFA – TRWD will terminate if construction of the Community Facilities is not completed within the term of the CFA – TRWD, including any extension period.

E. AWARD OF PUBLICLY BID CONTRACTS WITH DISTRICT PARTICIPATION

1. All public bids involving District Participation in a CFA – TRWD will be opened at District offices or an alternative location as designated by PIPO. The District's Project Manager, or District staff designated by the Project Manager, will attend the bid opening.
2. Before construction contracts for a CFA – TRWD that is publicly bid are awarded, the Developer must deliver the following items to the District:
 - a) A bid tabulation showing the bid proposals of all prospective bidders;
 - b) A publisher's affidavit from the newspaper showing that the notice of public bidding was properly advertised;
 - c) A letter of recommendation from the Developer for contract award; and
 - d) A breakdown of the Developer cost and District Participation based upon the bid items contained in the winning bid.

F. CHANGE ORDERS

All change orders must be approved in writing by the Developer and the contractor and then submitted to the District for approval. If a change order increases District Participation by more than the current amount authorized by the TRWD Board for administrative approval, the change order must be submitted to the TRWD Board for approval if they exceed \$150,000 in aggregate. The additional District Participation is contingent upon compliance with public procurement laws, the approval of the TRWD Board, and the availability of

funds.

ARTICLE VI: ALTERNATIVE METHODS OF DELIVERING COMMUNITY FACILITIES

A. FUTURE IMPROVEMENTS IN LIEU OF CONSTRUCTION

1. At the discretion of the District and in conformance with the Panther Island Canal System Manual, the immediate construction of the public infrastructure required for a Development may be infeasible or impractical until a later date for reasons including, but not limited to:
 - a) Scheduling or other conflicts with other planned public improvements the District or other entities may be making in the same general area; or
 - b) The public infrastructure creates a potentially hazardous condition if they are constructed immediately.
2. To accommodate the later construction of the public improvements, the District may require a Developer to enter into a Future Improvements Agreement in lieu of the Developer constructing the public improvements.
3. The Design Engineer must deliver to the District an estimated construction cost for the public infrastructure required for the Development as validated by the District.
4. After the District and Developer agree to the estimate, the Future Improvements Agreement will be executed by the District and the Developer and the Developer shall deliver a check to the District in the amount of one hundred twenty-five percent (125%) of the total estimated construction costs for the Community Facilities.
5. After the Future Improvements Agreement has been executed by the District and the Developer, and the Developer has paid the District the amount required by this section, the Developer's requirement to construct public infrastructure for the Development contained in the Future Improvements Agreement shall be met unless the Developer makes changes to the design of the Development that would require additional or different public infrastructure.

ARTICLE VII: CONSTRUCTION, FINAL INSPECTION, AND CFA – TRWD CLOSEOUT

A. CONSTRUCTION NOTICE

For all construction activities in the right-of-way that impact traffic or pedestrian access, the Developer must provide notice to residences and businesses. The notice must be posted by the Developer in the manner, form, and times proscribed by the District.

B. FINAL INSPECTIONS

1. Except as otherwise provided in this Ordinance, a final inspection will not be scheduled until:

- a) The Community Facilities are fully constructed as determined by the Construction Inspector;
 - b) All required material testing has been completed with a passing result and delivered to the Construction Inspector;
 - c) Redline engineering sheets completed by the contractors showing differences between the engineering plans and the Community Facilities that have been constructed have been delivered to the Construction Inspector; and
 - d) Compliance with the rules established by PIPO for obtaining a final inspection.
2. Any deficiencies in or adjustments needed to the Community Facilities that are found by the Construction Inspector during a final inspection shall be listed on a punch list. Once all items on the punch list have been addressed and closed, a follow-up final inspection may be scheduled with the Construction Inspector.
 3. Once the construction passes final inspection, an acceptance letter is initiated by the Construction Inspector. The acceptance letter starts the closeout of the CFA – TRWD and the process by which the District accepts and capitalizes the Community Facilities.

C. REQUIREMENTS FOR PROJECT CLOSEOUT

The following items must be delivered to the District before a CFA – TRWD can be closed out:

1. An affidavit of bills paid and final lien waiver executed by the Developer's contractors on forms provided by the District, unless the District agrees to accept bonds posted by Developer for any disputed amounts in an amount necessary for a title company to bond around such lien, in the form that is in District's sole discretion;
2. Consent of surety forms for the payment and performance bonds executed by the surety company issuing the bonds; and
3. Record Drawings completed by the Design Engineer.

D. ACCURACY OF RECORDS

1. The Developer, the Developer's contractors, and the Design Engineer must ensure that all changes to the Record Drawings have been made by making adequate and proper entries on each page of the specifications, each sheet of engineering plans, and on any other documents where such notations are required to reflect the change properly.
2. All changes to the Record Drawings shall be made in a manner that all information contained in the Record Drawings may be reasonably relied upon.
3. To ensure the accuracy of records, all redline changes or entries should be made within twenty-four (24) hours after the changes have occurred.
4. The Developer, the Developer's contractors, and the Design Engineer must provide factual information regarding all aspects of the Community Facilities

that were constructed to enable future modifications of the Community Facilities to be made without extensive site measurement, investigation, or examination.

E. RECONCILIATION

1. PIPO will reconcile the final actual construction costs with the costs reflected in the CFA – TRWD.
2. PIPO will reconcile the actual cost of any administrative material testing service fees and construction inspection service fees with any estimated fees paid by the Developer. If the actual fees are more than the estimated payments made by the Developer, the Developer must pay the difference to the District before the improvements are accepted by the District. If the actual fees are less than the estimated payments made by the Developer, the District will refund the difference to the Developer. If the difference between the actual costs and the estimated payments made by the Developer for administrative material testing service fees and construction inspection service fees is less than one hundred dollars (\$100.00), the District will not issue a refund and the Developer will not be responsible for paying the difference.
3. If the Developer owes the City any administrative material testing service fees or construction inspection service fees, the fees shall be paid before the financial guarantee can be released by the District. Any refunds for any administrative material testing service fees or construction inspection service fees owed by the District to the Developer shall be processed after reconciliation of the CFA – TRWD is complete.
4. Once the CFA – TRWD has been fully reconciled and all fees have been paid to the District, the financial guarantee for the CFA – TRWD will be released.

F. MAINTENANCE AGREEMENTS

The District may allow a Developer to install Community Facilities that are enhanced beyond the District's standard specifications, including but not limited to, water features and specialty tiles in the Paseo. If enhanced public infrastructure is authorized by the District and not to be maintained by a Special District, the Developer must execute a maintenance agreement with the District by which the Developer agrees to maintain the enhanced Community Facilities. The maintenance agreement must be executed by the Developer before the Community Facilities are constructed.

PASSED, APPROVED AND ADOPTED this 20th day of October, 2026.

TARRANT REGIONAL WATER DISTRICT

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

ATTEST:

C.B. Team
Secretary, Board of Directors

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 20

DATE: October 20, 2026

SUBJECT: Consider Approval of Authorization to Accept Conveyance of Lots 77 & 78, of Emerald Bay, According to the Plat Recorded in Cabinet H, Slide 379, Plat Records, Henderson 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 21

DATE: October 20, 2026

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

DISCUSSION:

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 22

DATE: October 20, 2026

SUBJECT: Consider Approval of Authorization to Convey a Permanent Easement Over and Across a .060-acre Tract of Land Located in the R. Ybarbo Survey, Abstract No. 606, Kaufman Couty, Texas

DISCUSSION:

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

Next Scheduled Board Meeting

November 17, 2026 at 9:00 AM