



## **NORTH TEXAS MUNICIPAL WATER DISTRICT**

**501 E. Brown Street  
Wylie, Texas 75098  
(972) 442-5405**

### **Board of Directors Agenda**

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**Thursday, January 23, 2025**

**2:30 PM**

**REGULAR MEETING (IN PERSON  
AND BY VIDEOCONFERENCE)**

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Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District (NTMWD) will hold a regular meeting in person and by videoconference, accessible to the public, on Thursday, January 23, 2025, at 2:30 p.m., at the following meeting location: NTMWD Administrative Offices, 501 E. Brown Street, Wylie, Texas 75098.

The Presiding Officer and a quorum of the Board of Directors will be present at the meeting location or by videoconference with two-way video and audio communication between Board members participating at the meeting location and by videoconference. The public may attend the meeting in person at the meeting location. Audio and video of Board members participating by videoconference will be broadcast live and will be visible to members of the public. The meeting will be recorded and available on the NTMWD website after the meeting.

Members of the public wishing to listen to live audio of the meeting may do so by calling in at (469) 210-7159 or toll free (844) 621-3956 and entering the following access code: 928 587 040. Please note this line will not provide for two-way communication and public comment at the meeting must be made in person at the meeting location.

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

**IV. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG**

**V. ROLL CALL/ANNOUNCEMENT OF QUORUM**

**VI. OPENING REMARKS**

- A. President's Remarks concerning current events, recognitions, conduct of meeting, posted agenda items, committee assignments, and related matters

- B. Executive Director’s Status Report concerning legislation and regulatory matters, strategic plan, budgets, current projects and ongoing programs of the District including the Regional Water System, Regional Wastewater System, Regional Solid Waste System, Watershed Protection, and Water Conservation

- A. **January 2025 Board Memorandum**

[25B-1](#)

## **VII. PUBLIC COMMENTS**

We welcome members, customers, and the public to participate during the public comment period of the meeting. Before the start of the meeting, speakers must complete and submit a “Public Comment Registration Form.” During this portion of the meeting speakers will be recognized by name and asked to provide their comments. The time limit is three (3) minutes per speaker, not to exceed a total of thirty (30) minutes for all speakers. The Texas Open Meetings Act prohibits the Board from discussing items not listed on the agenda, however, Board members may respond with factual or policy information.

## **VIII. DISCUSSION ITEMS**

There are no scheduled Discussion Items.

## **IX. EXECUTIVE SESSION**

The Presiding Officer will announce that the meeting will move into closed executive session and identify the agenda items to be discussed in executive session. At the conclusion of the executive session, the public meeting will resume.

- A. Consultation with Attorney, Deliberations Regarding Security Devices or Security Audits, Deliberation Regarding Security Devices or Security Audits (Tex. Gov’t Code Section 551.071, 551.076 and 551.089)

- 1. Update on Cybersecurity

## **X. RECONVENE INTO REGULAR SESSION**

In accordance with Texas Government Code, Chapter 551, the Board of Directors of NTMWD will reconvene into regular session to consider action, if any, on matters discussed in Executive Session.

## **XI. CONSENT AGENDA ITEMS**

The Consent Agenda allows the Board of Directors to approve all routine, noncontroversial items with a single motion, without the need for discussion by the entire Board. Any item may be removed from consent and considered individually upon request of a Board member or NTMWD staff member.

- A. December 2024 Regular Board Meeting Minutes** [25C-1](#)
- The Executive Director and NTMWD staff recommend the Board of Directors approve the minutes of the regular Board meeting held on Thursday, December 19, 2024, as presented.
- B. Modification of Capital Projects Request** [25C-2](#)
- Recommend the Board of Directors approve the January 2025, Modification of Capital Projects Request as presented.
- C. Extending Resolution No. 24-06 Authorizing Refunding Bonds for Extendable Commercial Paper Bonds; Resolution No. 25-01** [25C-3](#)
- Request authorization to extend Resolution No. 24-06 Refunding Bonds for the Regional Water System Extendable Commercial Paper Bonds.
- D. Extending Resolution No. 24-07 Authorizing Refunding Bonds for Extendable Commercial Paper Bonds; Resolution No. 25-02** [25C-4](#)
- Request authorization to extend Resolution No. 24-07 Refunding Bonds for the Regional Wastewater System Extendable Commercial Paper Bonds.
- E. Extending Resolution No. 24-08 Authorizing Refunding Bonds for Extendable Commercial Paper Bonds; Resolution No. 25-03** [25C-5](#)
- Request authorization to extend Resolution No. 24-08 Refunding Bonds for the Upper East Fork Wastewater Interceptor System Extendable Commercial Paper Bonds.
- F. Request to declare certain NTMWD property salvage or surplus and authorization to enter into a contract to facilitate the auction sale of such assets.** [25C-6](#)
- Declare certain NTMWD property salvage or surplus and authorize the Executive Director to enter into a contract to facilitate the auction sale of such assets.
- G. Waterline Relocations Along State Highways in Dallas, Rockwall, and Kaufman Counties; Project No. 101-0607-22; Contract 607D - 54-inch Lake Tawakoni Water Supply Relocation Along State Highway 276 (SH 276) in Rockwall County; Change Order No. 1** [25C-7](#)
- Authorize a deductive amount of (\$734,825.30) and add an additional thirty-seven (37) calendar days for a construction change order with J&L Construction, LLC.

**XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION****WATER AGENDA ITEMS**

- A. Texoma Raw Water Pipeline to Leonard Water Treatment Plant Pipeline [25-6095](#)  
Project No. 101-0642-24; Engineering Services Agreement - Final Engineering**

Authorize funding in the amount of \$4,910,000 for final engineering services with Freese and Nichols, Inc. associated with the design of the proposed pipeline from the existing Texoma-Wylie Raw Water Pipeline to the Terminal Storage Reservoir (TSR) at Leonard Water Treatment Plant (WTP).

- B. Bois d'Arc Lake Raw Water Pump Station Phase II: [25-6096](#)  
Project Number 101-0602-21; Change Order No. 1**

Authorize funding in the amount of \$12,695,107.77 to Archer Western Construction, LLC (Archer Western) for a construction change order to the Bois d'Arc Lake Raw Water Pump Station Phase II project, which is subject to the Texas Water Development Board (TWDB) State Water Implementation Fund for Texas (SWIFT) funding.

- C. Wylie Water Treatment Plant Conversion to Biologically Active Filtration; [25-6097](#)  
Project No. 101-0390-15; Additional Engineering Services**

Authorize additional engineering services to Carollo Engineers, Inc. in the amount of \$1,021,900 to an existing Engineering Services Agreement (ESA) to address additional scope needed for plant conversion to Biologically Active Filtration (BAF).

- D. Texoma Raw Water Pipeline No. 2; Project No. [25-6098](#)  
101-0633-23; Engineering Services Agreement, Final Engineering**

Authorize funding in the amount of \$13,870,650 for a final Engineering Services Agreement with Black & Veatch Corporation for final design of the proposed Texoma Raw Water Pipeline No. 2.

**WASTEWATER AGENDA ITEMS**

- E. South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion, Project No. 301-0525-18; Amendment No. 7, Partial GMP No. 6, and Engineering Services During Construction [25-6099](#)**

Authorize funding to Archer Western Construction, LLC in the amount of \$49,650,787 for Amendment No. 7 to the Construction Manager At-Risk (CMAR) Agreement and authorize funding to Carollo Engineers, Inc. in



the amount of \$1,308,300 for Engineering Services During Construction of the work related to Guaranteed Maximum Price (GMP) No. 6, for the South Mesquite Creek Regional Wastewater Treatment Plant (RWWTP) Peak Flow and Expansion project.

- F. 121 Force Main Improvements; Project No. 501-0491-18; [25-6100](#)  
Tabulation of Bids and Award of Contract, Internal Inspection Services, and Engineering Services Agreement**

Award a construction contract to Belt Construction of Texas, LLC in the amount of \$10,794,721, authorize internal inspection services in the amount of \$472,860, and authorize an engineering service agreement with Kimley-Horn and Associates in the amount of \$326,000 for construction phase services for the 121 Force Main Improvements project.

### **SOLID WASTE AGENDA ITEMS**

- G. Parkway Transfer Station Conversion to Top Load; Project No. 401-0447-16; Outsourced Inspection Services Agreement, and Authorize Internal Inspection Services [25-6101](#)**

Authorize Outsourced Inspection Services to Foster CM Group, Inc. in the amount of \$868,400 and Internal Inspection Services in the amount of \$18,000.

### **REAL ESTATE AGENDA ITEMS**

- H. Preliminary Development Agreement with Texas Land and Lakes [25-6102](#)**

Authorize execution of a Preliminary Development Agreement with Texas Land and Lakes, LLC, its subsidiary Bois d'Arc Lake Pointe LLC, to construct and use shoreline improvements on NTMWD property adjacent to Bois d'Arc Lake for residential purposes and authorize the subsequent execution of a Lease and Use Agreement with the future property owners association (POA) who will own the improvements as required by the Preliminary Development Agreement.

### **XIII. CLOSING ITEMS**

- A. Opportunity for Board members to provide feedback or request potential future agenda items.

### **XIV. ADJOURNMENT**

**REQUIRED LEGAL NOTICES**

***The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); or discussing security personnel or devices (Section 551.076). If the Board of Directors determines to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.***

***Persons with disabilities who plan to attend the NTMWD meeting and who may need auxiliary aids or services are requested to contact Shannon Sauceman in the NTMWD Administrative Offices at (972) 442-5405 as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.***

***Pursuant to Section 30.05, Penal Code (criminal trespass), a person may not enter this property with a firearm. Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun. Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.***



# NORTH TEXAS MUNICIPAL WATER DISTRICT

501 E. Brown Street  
Wylie, Texas 75098  
(972) 442-5405

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1/23/2025

Board Memorandum No. 25B-1

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# MEMO

**TO:** Board of Directors  
**FROM:** Jenna Covington, Executive Director  
**DATE:** January 17, 2025  
**SUBJECT:** January 23, 2025, Regular Board Meeting

Welcome to 2025! We are kicking off the new year with a full agenda this month. Similar to 2024, I anticipate a full year of activity as we push more big rocks over the goal line and tackle new rocks we will encounter.

### **Strategic Initiative Highlight – 3.1.3 - Develop Strategic Communications Plan for Stewardship**

The District prioritizes fiscal stewardship across our organization, saving money for our Member Cities and Customers across all service lines and through our capital improvement program. To raise awareness of the District’s stewardship efforts, the Communications Department developed and launched a strategic communications plan in 2024 to highlight our stewardship efforts as part of our ongoing communications with Member City and Customer audiences.

The team developed an editorial calendar featuring stories that showcase how team members across the District are making operational enhancements that reduce costs and preserve resources. These stories are being shared through a number of channels, including the District’s website, newsletter, and budget communications.

The plan also included the creation of proactive messaging focused on demonstrating the importance and value of the District’s regional infrastructure. This messaging has been included in communications with Members and Customers and used proactively with outreach to local news media. As a result, the District’s key messages explaining our increasing wholesale rates and our extensive capital improvement program have been included in several recent local media stories.

### **Board and Committee Meeting Schedule for 2025**

This table is provided to give you an overview of the meeting dates scheduled for 2025. Specific times will be shared closer to the actual meeting dates. As you are planning out your year, please let Brian or Stephanie know if you have a known scheduling conflict.

<b>Month</b>	<b>Administrative Committees</b>	<b>Operations Committees</b>	<b>Regular Board Meetings</b>
January	January 8	January 22	January 23
February	February 12	February 26	February 27
March	March 12	March 26	March 27
April	April 9	April 23	April 24
May	May 7	May 21	May 22
June	June 11	June 25	June 26
July	July 9	July 23	July 24
August	August 13	August 27	August 28
September	September 10	September 24	September 25
October	October 8	October 22	October 23
November	November 5	November 19	November 20
December	December 3	December 17	December 18



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1/23/2025

Consent Agenda Item No. 25C-1

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December 2024 Regular Board Meeting Minutes

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors approve the minutes of the regular Board meeting held on Thursday, December 19, 2024, as presented.

Note: See the attached document for detailed information.



**NORTH TEXAS MUNICIPAL WATER DISTRICT  
501 E. Brown Street • Wylie, Texas 75098  
(972) 442-5405 – Phone  
(972) 295-6440 – Fax**

**MINUTES OF REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
DECEMBER 19, 2024**

The North Texas Municipal Water District (NTMWD) Board of Directors met in a regular meeting on Thursday, December 19, 2024, at 2:30 p.m. Notice of the meeting was legally posted in accordance with Government Code, Title 551, Open Meetings.

**I. CALL TO ORDER**

President George Crump called the meeting to order at approximately 2:30 p.m.

President Crump advised the following regarding the meeting:

The meeting today is being conducted in person with two-way video and audio communication between Board members participating by videoconference, establishing a quorum. The public may attend the meeting in person. Audio and video of Board members participating by videoconference will be visible. Members of the public wishing to listen to live audio from the meeting may do so by calling in.

**II. INVOCATION**

Director Blair Johnson offered the invocation.

**III. PLEDGE OF ALLEGIANCE**

President Crump led the Pledge of Allegiance.

**IV. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG**

President Crump led the Pledge of Allegiance to the Texas Flag.

**V. ROLL CALL/ANNOUNCEMENT OF QUORUM**



The roll was called, and attendance was confirmed as follows:

<b>DIRECTOR</b>	<b>IN PERSON</b>	<b>REMOTE</b>
Terry Sam <b>ANDERSON</b>	√	
Rick <b>CROWLEY</b>	√	
George <b>CRUMP</b>	√	
Lori Barnett <b>DODSON</b>		√
Phil <b>DYER</b>		√
Joe <b>FARMER</b>		√
Marvin <b>FULLER</b>	√	
David <b>HOLLIFIELD</b>	√	
Chip <b>IMRIE</b>	√	
Blair <b>JOHNSON</b>	√	
Ronald <b>KELLEY</b>	√	
James <b>KERR</b>		√
Geralyn <b>KEVER</b>	√	
Rick <b>MANN</b>	√	
Jack <b>MAY</b>	√	
Alan <b>McCUISTION</b>	√	
Don <b>PASCHAL</b>	√	
Richard <b>PEASLEY</b>	√	
George <b>PUREFOY</b>	√	
Randy <b>ROLAND</b>	√	
Keith <b>STEPHENS</b>	√	
Ray <b>STEPHENS</b>	√	
Jody <b>SUTHERLAND</b>	√	
John <b>SWEEDEN</b>	√	
Larry <b>THOMPSON</b>	√	

The following NTMWD legal and professional consultants attended the meeting:

- Lauren Kalisek – Lloyd Gosselink Rochelle & Townsend
- Sarah Glaser – Lloyd Gosselink Rochelle & Townsend

## VI. OPENING REMARKS

- A. President's Remarks concerning current events, recognitions, conduct of meeting, posted agenda items, committee assignments, and related matters

President Crump stated that the NTMWD offices will be closed for Christmas on Tuesday and Wednesday, December 24th and 25<sup>th</sup>. Offices will also be closed on New Year's Day, Wednesday, January 1st; and Martin Luther King Jr. Day, Monday, January 20<sup>th</sup>. President Crump expressed his appreciation to the employees who will be working throughout the holidays to ensure continued services to the communities served by the District.

President Crump reviewed the tentative meeting schedule for January as follows:

- Wednesday, January 8: Executive and Personnel Committees
- Wednesday, January 22: Water and Wastewater Committees
- Thursday, January 23: Board Meeting

- B. Executive Director's Status Report concerning legislation and regulatory matters, budgets, current projects and ongoing programs of the District including the Regional Water System, Regional Wastewater System, Regional Solid Waste System, Watershed Protection, and Water Conservation

Executive Director Jenna Covington announced that the Mayor of the City of Parker was present as well as the District's new general counsel, John Shockley.

Executive Director Covington also stated that the Finance department has received the GFOA Certificate of Achievement for Excellence in Financial Reporting. She introduced Assistant General Manager Jeanne Chipperfield who provided background of the award and introduced the six-person accounting team responsible for the audit and accounting.

Executive Director Covington stated that Directors and staff responsible for working on the Texas / Oklahoma boundary issue will be receiving a Challenge Coin to commemorate the completion of the task to move the Texoma Pump Station back into the State of Texas.

Executive Director Covington advised that on today's agenda, there are two action items regarding the Independent Financial Review. The first item is to accept the report and the second item is to act on the recommendations contained in the report.

Executive Director Covington stated that staff is continuing to work on the Customer contract template. She reviewed that at the last Board meeting Directors approved a Resolution authorizing the document. She added that Customers have submitted their comments and she expects the document to be ready for the Board to consider at an upcoming meeting.

**VII. PUBLIC COMMENTS**

Prior to the start of the meeting, speakers must complete and submit a "Public Comment Registration Form." During the public comment portion of the meeting, speakers will be recognized by name and asked to provide their comments. The time limit is three (3) minutes per speaker, not to exceed a total of thirty (30) minutes for all speakers. The Board may not discuss these items but may respond with factual or policy information.

Justin Jinwright spoke regarding continuing issues pertaining to his property and TCEQ's involvement.

**VIII. DISCUSSION ITEMS**

There were no discussion items.

**IX. EXECUTIVE SESSION**

At 2:47 p.m. President Crump announced the need for an Executive Session of the Board of Directors to discuss Items IX.A.1. pursuant to Texas Government Code, Section 551.071, Consultation with Attorney and Section 551.074, Personnel Matters.

1. Discuss duties, performance, and evaluation of fiscal year 2025 salary and benefits of the Executive Director.

He confirmed with staff that the public access line was disconnected and that the audio recording was disabled during the Executive Session discussion.

**X. RECONVENE INTO REGULAR SESSION**

In accordance with Texas Government Code, Chapter 551, the Board of Directors of NTMWD will reconvene into regular session to consider action, if any, on matters discussed in Executive Session.

Open Session reconvened at 4:20 p.m. The public teleconference line was reconnected. There was no action taken during Executive Session.

President Crump advised that Item XII.A. would be moved up and addressed at this time.

**XII.A. Executive Director/General Manager Evaluation and Compensation Amendment**

Discuss Executive Director/General Manager (ED/GM) annual evaluation and consider approval of Resolution No. 24-53 amending compensation for the ED/GM and Resolution No. 24-56 authorizing the fixed contribution allocation formula for the 401(a) plan of the North Texas Municipal water District.

Director Randy Roland, Chair of the Personnel Committee, stated that this item was reviewed and discussed in Executive Session. He recommended the Board authorize the approval of Resolution No. 24-53 amending compensation for the ED/GM and Resolution No. 24-56 authorizing the fixed contribution allocation formula for the 401(a) plan of the North Texas Municipal Water District.

Upon a motion by Director Randy Roland and a second by Director Alan McCuiston the Board of Directors voted unanimously to approve Resolution No. 24-53 and Resolution No. 24-56 as discussed in Executive Session.

**XI. CONSENT AGENDA ITEMS**

President Crump inquired whether any Director would like to remove an item from the Consent Agenda for separate discussion. There were no requests for separate discussion.

Upon a motion by Director Terry Sam Anderson to approve the Consent Agenda items and a second by Director Marvin Fuller, the Board of Directors voted unanimously to approve the Consent Agenda items.

**A. November 2024 Regular Board Meeting Minutes**

The Executive Director and NTMWD staff recommend the Board of Directors approve the minutes of the regular Board meeting held on Thursday, November 21, 2024, as presented.

**B. Modification of Capital Projects Request**

Recommend the Board of Directors approve the December 2024 Modification of Capital Projects Request as presented.

**C. Legislative Positions Statement**

Approve NTMWD's Legislative Positions Statement for policy issues in the 89<sup>th</sup> Texas Legislature.

**D. Interlocal Cooperation Agreement between the North Texas Municipal Water District, the City of Plano and the City of Allen regarding a Communications Systems Agreement to subscribe to the Joint Radio System; Resolution 24-55**

Authorize the execution of a Communications Systems Interlocal Agreement between the North Texas Municipal Water District (NTMWD), the City of Plano, and the City of Allen.

**XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION**

**GENERAL / ADMINISTRATIVE AGENDA ITEMS**

- A. Executive Director/General Manager Evaluation and Compensation Amendment**  
Discuss Executive Director/General Manager (ED/GM) annual evaluation and consider approval of Resolution No. 24-53 amending compensation for the ED/GM and Resolution No. 24-56 authorizing the fixed contribution allocation formula for the 401(a) plan of the North Texas Municipal water District.

*This item was discussed earlier in the meeting during Executive Session and action was taken following the Executive Session.*

- B. Acceptance of the Independent Review performed by Amawalk Consulting Group LLC**  
Accept the Independent Review Report for the Regional Water System covering fiscal years 2021, 2022, and 2023 in accordance with the Settlement Agreement with the Member Cities.

Director Geralyn Kever stated that this item was reviewed at the November 6<sup>th</sup> Finance Committee meeting. The Finance Committee voted to recommend the Board accept the Independent Review Report for the Regional Water System covering fiscal years 2021, 2022, and 2023 in accordance with the Settlement Agreement with the Member Cities.

Upon a motion by Director Geralyn Kever and a second by Director Larry Thompson, The Board of Directors voting unanimously to approve as presented.

- C. Action on 2024 Regional Water System Independent Review Recommendations; Resolution No. 24 - 54**  
Adoption, adoption with modification, or rejection of the recommendations contained in the 2024 Independent Review performed by Amawalk Consulting Group LLC.

Director Geralyn Kever stated that the Finance Committee reviewed this item at the November 6<sup>th</sup> Finance Committee meeting. The Finance Committee voted to recommend the Board adopt Resolution No 24-54 which indicates the Board's action on each of the recommendations contained within the 2024 Independent Review Report prepared by Amawalk Consulting Group LLC.

Upon a motion by Director Geralyn Kever and a second by Director Alan McCuiston, the Board of Directors voted unanimously to approve Resolution No. 24-54 as presented.

**WATER AGENDA ITEMS****D. Authorization of Execution of the First Amendment to Potable Water Supply Contract with City of Parker**

Authorize execution of the First Amendment to Potable Water Supply Contract with City of Parker, a current customer of NTMWD.

Director John Sweeden advised that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize approval of this item. NTMWD and City of Parker wish to amend the current Potable Water Supply Contract. The City of Parker has requested a new Point of Delivery.

Upon a motion by Director John Sweeden and a second by Director Blair Johnson, the Board of Directors voted unanimously to approve.

**E. Plano West Side Pipeline, Plano Delivery Point No. 3 to Richardson Delivery Point No. 2; Project Number 101 0566 20; Tabulation of Bids and Award of Contract, Additional Engineering Services, and Authorize Inspection Services**

Authorize award of a construction contract for the Plano West Side Pipeline, Plano Delivery Point No. 3 to Richardson Delivery Point No. 2 project in the amount of \$17,455,447 to S.J. Louis Construction of Texas, Ltd., authorize funding for additional engineering services with Lockwood, Andrews and Newnam, Inc. in the amount of \$168,780, and authorize internal inspection services in the amount of \$379,830.

Director John Sweeden stated that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize approval of this item.

The existing 30-inch water transmission pipelines to the Plano No. 3 and Richardson No. 2 delivery points have experienced numerous leaks in recent years and are becoming unserviceable. New transmission pipelines will replace the aging infrastructure and increase supply to the two delivery points. These contracts are for additional engineering services and construction of a 36-inch pipeline.

Upon a motion by Director John Sweeden and a second by Director Randy Roland, the Board of Directors voted unanimously to approve.

**WASTEWATER AGENDA ITEMS****F. Rowlett Creek Regional Wastewater Treatment Plant Influent Piping, Train A Blowers and Electrical Improvements; Engineering Services Agreement; Project No. 301-0657-24**

Authorize funding for an engineering services agreement with Hazen and Sawyer, Inc. in the amount of \$1,158,000 for final design of influent Piping, Train A Blowers and Electrical Improvements project at the Rowlett Creek Regional Wastewater Treatment Plant (RWWTP).

Director Keith Stephens advised that the Wastewater Committee discussed this item yesterday and voted to recommend the Board authorize approval of this item.

This project will enhance the reliability of Train A treatment capacity by upgrading blowers, replacing outdated electrical equipment, and addressing condition deficiencies in the influent piping and junction structures. This project consists of the most urgent and highest priority improvements from the Rowlett Creek Wilson Creek Regional Wastewater Treatment Plant Peak Flow Management Improvements Project.

Upon a motion by Director Keith Stephens and a second by Director Ray Stephens, the Board of Directors voted unanimously to approve.

**G. Sister Grove Regional Water Resource Recovery Facility; Change Order No. 9, Engineering Services, Program Management Services, and Inspection Services Agreement Additional Services; Project No. 301-0426-16**

Authorize additional funding for Change Order No. 9 in the amount of \$831,893.65 to Garney Companies, \$1,098,247 to CDM Smith for engineering services; \$2,302,610 to Freese and Nichols, Inc. for program management services, and \$100,000 for internal inspection services for the Sister Grove Regional Water Resource Recovery Facility (RWRRF) project.

Director Keith Stephens advised that the Wastewater Committee discussed this item yesterday and voted to recommend the Board authorize approval of this item.

This action is for a change order to provide additional site security on the project through March 2025 until the permanent chain link fence is installed as well as additional professional services for Engineering, Program Management, and Inspection to support the construction activities through December 2025.

Upon a motion by Director Keith Stephens and a second by Director Don Paschal, the Board of Directors voted unanimously to approve.

**H. Sabine Creek Wastewater Treatment Plant Expansion to 7 MGD, Project No. 308-0576-20; Change Order No. 8**

Authorize funding in the amount of \$766,709 for a change order to construct a privacy berm at the northwest boundary of the Sabine Creek Wastewater Treatment Plant (WWTP).

Director Keith Stephens stated that the Wastewater Committee reviewed this item yesterday and voted to recommend the Board authorize approval of this item.

This action will allow the construction of a berm to screen the Sabine Creek Wastewater Treatment Plant from a sizable residential development and a nearby elementary school.



Upon a motion by Director Keith Stephens and a second by Director Randy Roland, the Board of Directors voted unanimously to approve.

**I. Stover Creek Force Main; Project No. 501-0624-23; Engineering Services Agreement, Final Engineering**

Authorize funding for an engineering services agreement with Lockwood Andrews & Newnam, Inc. in the amount of \$5,529,000 for final design of the Stover Creek Force Main project.

Director Keith Stephens stated that the Wastewater Committee reviewed this item yesterday and voted to recommend the Board authorize approval of this item.

The Upper East Fork Interceptor System needs additional capacity to support growth in portions of McKinney and Prosper north of U.S. Highway 380. A new lift station and force main will return capacity to McKinney-owned sewers and convey additional wastewater flows. All flows entering the Stover Creek Lift Station and Force Main are to be conveyed and treated at the Sister Grove Regional Water Resource Recovery Facility.

Upon a motion by Director Keith Stephens and a second by Director Don Paschal, the Board of Directors voted unanimously to approve.

**J. Upper East Fork Interceptor System Relocation of 60-inch Wastewater Pipeline; Project No. 101-0544-19; Change Order No. 7**

Authorize funding in the amount of \$601,118 for a construction change order to the Upper East Fork Interceptor System Relocation of 60-inch Wastewater Pipeline project, which is subject to Texas Department of Transportation (TxDOT) reimbursement.

Director Keith Stephens stated that the Wastewater Committee reviewed this item yesterday and voted to recommend the Board authorize approval of this item.

This change order authorizes the removal and rebuilding of a newly constructed brick wall to meet city codes. The design engineer has agreed to reimburse a portion of the costs associated with this change order after the shortcoming in the original design was discovered.

Upon a motion by Director Keith Stephens and a second by Director Ray Stephens, the Board of Directors voted unanimously to approve.

**SOLID WASTE AGENDA ITEMS**

**K. Parkway Transfer Station Conversion to Top Load; Project No. 401-0447-16; Tabulation of Bids and Award of Contract**

Authorize award of a construction contract for the conversion to top load of the Parkway Transfer Station in the amount of \$9,268,104.50 to Anchor Construction, LLC.

Director Ron Kelley stated that the Solid Waste Committee reviewed this item at the September 25th Solid Waste Committee meeting. The Solid Waste Committee recommends the Board authorize award of a construction contract for the conversion to top load of the Parkway Transfer Station in the amount of \$9,268,104.50 to Anchor Construction, LLC.

He stated top load is more efficient than the current process at the Parkway Transfer Station. Upon completion of this project, all three NTMWD transfer stations will be top load facilities.

Upon a motion by Director Ron Kelley and a second by Director Joe Farmer, the Board of Directors voted unanimously to approve.

**XIII. CLOSING ITEMS**

- A. Opportunity for Board members to provide feedback or request potential future agenda items.

There were no requests for potential future agenda items or follow-up items.

**XIV. ADJOURNMENT**

There being no further business, the meeting adjourned at approximately 4:42 p.m.

APPROVED:

\_\_\_\_\_  
GEORGE CRUMP, President

ATTEST:

\_\_\_\_\_  
DONALD IMRIE, Secretary

DRAFT



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1/23/2025

Consent Agenda Item No. 25C-2

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**Modification of Capital Projects Request**

**RECOMMENDATION**

Recommend the Board of Directors approve the January 2025, Modification of Capital Projects Request as presented.

Note: See the attached document for detailed information.

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
MODIFICATION OF CAPITAL PROJECTS REQUEST**

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Modification of Capital Projects Request in accordance with NTMWD’s Board Policies Manual for project changes greater than \$100,000 and less than \$500,000.

**I. CONSTRUCTION CHANGE ORDERS ONLY**

WATER SYSTEM

a. None

WASTEWATER SYSTEM

a. None

SOLID WASTE SYSTEM

a. None.

**II. AUTHORIZATION TO ISSUE CONSTRUCTION FINAL PAYMENT ONLY**

Work on the following projects is substantially complete with only minor deficiencies remaining. Final payment in the total amounts shown will be made on these projects when completion of all deficiency items is verified.

WATER SYSTEM

a. Project No.101-0558-20, Texoma Fiber Optic Improvements

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract Amount	\$7,297,990.00	570
Prior Change Order(s) Total	\$0.00	0
<b>Previous Payments</b>	\$6,933,090.50	
<b>Proposed Final Payment to Archer Western Construction, LLC</b>	<b>\$364,899.50</b>	
<b>Final Contract Amounts</b>	<b>\$7,297,990.00</b>	<b>570</b>

Original Completion Dates: Substantial – December 12, 2023; Final – January 11, 2024  
Revised Completion Dates: No change.

WASTEWATER SYSTEM

a. Project No. 301-0426B-16, Sister Grove Regional Water Resource Recovery Facility (RWRRF) – Fiber Optic Connection to Bois d’Arc Treated Water Pipeline

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract Amount	\$102,287.00	240
Prior Change Order(s) Total	\$0.00	0
<b>Previous Payments</b>	\$97,172.65	
<b>Proposed Final Payment to HUR LTD Company</b>	<b>\$5,114.35</b>	
<b>Final Contract Amounts</b>	<b>\$102,287.00</b>	<b>240</b>

Original Completion Dates: Substantial – September 7, 2024; Final – November 6, 2024  
Revised Completion Dates: No Change

SOLID WASTE SYSTEM

- a. None.

**III. CONSTRUCTION CHANGE ORDER AND AUTHORIZATION TO ISSUE FINAL PAYMENT ONLY**

Work on the following projects is substantially complete with only minor deficiencies remaining. Final payment in the total amounts shown will be made on these projects when all work associated with the change order shown on the tabulation shall have been completed and accepted, and completion of all deficiency items is verified.

WATER SYSTEM

- a. Project No. 101-0646-24, Development Agreement between NTMWD and the Kansas City Southern Railway Company regarding a future Rail Spur project in Wylie, Texas

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract Amount	\$7,177,272.40	65
Prior Change Order(s) Total	\$0.00	0
<b>Proposed Change Order No. 1</b>		
Additional casing material (concrete, grout, spacers)	\$205,895.30	0
<b>Proposed Change Order No. 1 Increase</b>	<b>\$205,895.30</b>	0
<b>Final Contract Amounts</b>	<b>\$7,383,167.70</b>	<b>65</b>

Original Completion Dates: Substantial – N/A; Final – June 1, 2024  
Revised Completion Dates: No change.

Funding in the amount of \$205,895.30 for Change Order No. 1 to Kansas City Southern Railway Company, is available in the Regional Water System Capital Improvement Fund

WASTEWATER SYSTEM

- a. None.

SOLID WASTE SYSTEM

- a. None.

**IV. AMENDMENTS TO ENGINEERING, INSPECTION AND/OR LEGAL SERVICES ONLY:**

WATER SYSTEM

- a. Project No. 101-0383-15, Lower Bois d’Arc Creek Reservoir, Farm-to-Market Road (F.M.) 897 Relocation from U.S. 82 to F.M. 1396, Additional Right-of-Way (ROW) funding. There is \$32,719.25 remaining in this account, so additional funding is requested to complete the transfer of the property underlying F.M. 897 to the Texas Department of Transportation (TxDOT). TxDOT has taken over maintenance and operation of roadway.

<b>Description</b>	<b>Amount</b>
Original Authorization (Administrative Memorandum No. 4778)	\$3,570,000.00
Prior Additional Authorizations (Administrative Memorandum No. 4948, Acquisition of Easements and a credit per Administrative Memorandum No. 5595 which released surplus funds for transfer to Bois d’Arc Lake mitigation, NTMWD Project No. 101-0366-14)	(\$1,675,000.00)
<b>Proposed Additional ROW Funding</b>	<b>\$250,000.00</b>
Perform survey and title work necessary to transfer ownership from NTMWD to TxDOT	
<b>Revised ROW Funding Amount</b>	<b>\$2,145,000.00</b>

Funding in the amount of \$250,000.00 for additional ROW funding, is available in the Regional Water System Capital Improvement Fund

WASTEWATER SYSTEM

- a. Project No. 301-0598-21, Lower East Fork Regional Water Resource Recovery Facility Conceptual Study

<b>Description</b>	<b>Amount</b>
Original ESA	\$750,000.00
Prior Additional Services	\$178,000.00
<b>Proposed Additional Services</b>	<b>\$300,000.00</b>
Additional due diligence services for a proposed facility site. The services include ESA Phase I, geotechnical assessment, outfall assessment, cultural resource evaluation, waters of the US identification, and permitting assistance	



<b>Revised ESA Amount</b>	<b>\$1,228,000.00</b>
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The cumulative amount requested exceeds 25% of the original contract value. NTMWD staff recommend approval of the additional services on this report in lieu of an individual Administrative Memorandum due to the amount requested and the conceptual study nearing completion.

Funding in the amount of \$300,000.00 for Amendment No. 3 to Freese and Nichols, Inc., is available utilizing the Regional Wastewater Extendable Commercial Paper (ECP) Program as the appropriation source; issuance of ECP notes will occur as cash needs arise.

SOLID WASTE SYSTEM

- a. None



1/23/2025

Consent Agenda Item No. 25C-3

**Regional Water System**

**Extending Resolution No. 24-06 Authorizing Refunding Bonds for Extendable Commercial Paper Bonds; Resolution No. 25-01**

**SUBJECT**

Request authorization to extend Resolution No. 24-06 Refunding Bonds for the Regional Water System Extendable Commercial Paper Bonds.

**PURPOSE**

The authority to issue bonds under Resolution No. 24-06 expires on February 21, 2025. This authorization extends the authority to March 1, 2025, and allows the District to issue bonds to refund the ECP Bonds in the event of a failed ECP remarketing. The resolution replaces the need for bank liquidity to support the ECP program.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors adopt Resolution No. 25-01, *“Extending Resolution No. 24-06 authorizing the Issuance, Sale, and Delivery of North Texas Municipal Water District, Water System Revenue ECP Bonds, Pledging Revenues for the Payment of the Bonds, Approving an Official Statement, and Authorizing Other Instruments and Procedures Relating Thereto.*

- Consultant: N/A
- Scope: Fund Improvements to the Regional Water System
- Project: Multiple. Each Capital Improvement Plan Contract will be brought to the Board for consideration
- Amount: Not to exceed \$700,000,000. Actual amount to be determined at date of pricing
- Committee: This item was included in a Departmental Update at the January 8, 2025, Executive Committee meeting

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective: 2.3 Rigorous Financial Management

- |  |  |
|--|--|
| <input type="checkbox"/> Regulatory Compliance           | <input type="checkbox"/> Asset Condition           |
| <input type="checkbox"/> Capacity                        | <input type="checkbox"/> Redundancy/Resiliency     |
| <input type="checkbox"/> Relocation or External Requests | <input type="checkbox"/> Operational Efficiency    |
| <input type="checkbox"/> Safety                          | <input checked="" type="checkbox"/> Administrative |
| <input type="checkbox"/> Policy                          | <input type="checkbox"/> Other _____               |

**BACKGROUND**

- On February 22, 2024, the Board of Directors approved Resolution No. 24-06 Authorizing Regional Water System refunding bonds for Extendable Commercial Paper. This one-year authorization expires on February 21, 2025.
- This authorization extends the effectiveness of the Refunding Resolution to March 1, 2025.
- A new resolution authorizing refunding bonds for the next one-year period, March 2, 2025, through March 1, 2026, will be scheduled for consideration at the February 27, 2025, Board Meeting.
- The bonds to refund the ECP will not be sold until necessary and only in the event of a failed ECP remarketing.
- The actual amount of the bond sale will be determined on the date of pricing.
- NTMWD bond counsel, McCall, Parkhurst, and Horton, LLP, has prepared the attached Resolution.
- Representatives from McCall, Parkhurst & Horton, LLP, as well as Hilltop Securities, Inc., will be available at the Board meeting to review the documents and financing procedures.

**FUNDING**

N/A

RESOLUTION NO. 25-01

EXTENDING

RESOLUTION NO. 24-06 AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF NORTH TEXAS MUNICIPAL WATER DISTRICT, WATER SYSTEM REVENUE ECP REFUNDING BONDS, PLEDGING REVENUES FOR THE PAYMENT OF THE BONDS, APPROVING AN OFFICIAL STATEMENT, AND AUTHORIZING OTHER INSTRUMENTS AND PROCEDURES RELATING THERETO

WHEREAS, the North Texas Municipal Water District (the “District”) is a political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 62, Acts of 1951, 52<sup>nd</sup> Legislature of Texas, Regular Session, as amended (the “District Act”); and

WHEREAS, on February 22, 2024, the Board of Directors of the District adopted Resolution No. 24-06 (the “Refunding Resolution”) authorizing, *inter alia*, the issuance, sale and delivery of up to \$700,000,000 aggregate principal amount of “North Texas Municipal Water District Water System Revenue ECP Refunding Bonds” (the “Refunding Bonds”) to refund outstanding North Texas Municipal Water District Water System Revenue Bond - Extendable Commercial Paper Mode (the "ECP Bonds") issued pursuant to the “Master Resolution Establishing the North Texas Municipal Water District Water System Extendable Commercial Paper Financing Program and Authorizing Water Revenue Bonds – Extendable Commercial Paper Mode” adopted on May 27, 2021, as amended on March 23, 2023 (the “Master Resolution”), providing for the issuance of the ECP Bonds; and

WHEREAS, the authority to issue bonds under the Refunding Resolution expires on February 21, 2025;

WHEREAS, the Board now desires to extend the effectiveness of the Refunding Resolution to March 1, 2025, at which time a new resolution authorizing the Refunding Bonds will go into effect.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MUNICIPAL WATER DISTRICT THAT:

**Section 1.** The effectiveness of Resolution No. 24-06 authorizing the Refunding Bonds adopted by the Board on February 22, 2024, is hereby extended to March 1, 2025.

**Section 2.** All other terms and conditions of Resolution No. 24-06 shall remain in full force and effect.

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1/23/2025

Consent Agenda Item No. 25C-4

**Regional Wastewater System**

**Extending Resolution No. 24-07 Authorizing Refunding Bonds for Extendable Commercial Paper Bonds; Resolution No. 25-02**

**SUBJECT**

Request authorization to extend Resolution No. 24-07 Refunding Bonds for the Regional Wastewater System Extendable Commercial Paper Bonds.

**PURPOSE**

The authority to issue bonds under Resolution No. 24-07 expires on February 21, 2025. This authorization extends the authority to March 1, 2025 and allows the District to issue bonds to refund the ECP Bonds in the event of a failed ECP remarketing. The resolution replaces the need for bank liquidity to support the ECP program.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors adopt Resolution No. 25-02, *“Extending Resolution No. 24-07 Authorizing the Issuance, Sale, and Delivery of North Texas Municipal Water District Regional Wastewater System Revenue ECP Refunding Bonds, Pledging Revenues for the Payment of the Bonds, Approving an Official Statement, and Authorizing Other Instruments and Procedures Relating Thereto.”*

- Consultant: N/A
- Scope: Fund Improvements to the Regional Wastewater System
- Project: Multiple. Each Capital Improvement Plan Contract will be brought to the Board for consideration
- Amount: Not to exceed \$400,000,000. Actual amount to be determined at date of pricing
- Committee: This item was included in a Departmental Update at the January 8, 2025, Executive Committee meeting

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective: 2.3 Rigorous Financial Management

- |  |  |
|--|--|
| <input type="checkbox"/> Regulatory Compliance           | <input type="checkbox"/> Asset Condition           |
| <input type="checkbox"/> Capacity                        | <input type="checkbox"/> Redundancy/Resiliency     |
| <input type="checkbox"/> Relocation or External Requests | <input type="checkbox"/> Operational Efficiency    |
| <input type="checkbox"/> Safety                          | <input checked="" type="checkbox"/> Administrative |
| <input type="checkbox"/> Policy                          | <input type="checkbox"/> Other _____               |

**BACKGROUND**

- On February 22, 2024, the Board of Directors approved Resolution No. 24-07 Authorizing Regional Wastewater System refunding bonds for Extendable Commercial Paper. This one-year authorization expires on February 21, 2025.
- This authorization extends the effectiveness of the Refunding Resolution to March 1, 2025.
- A new resolution authorizing refunding bonds for the next one-year period, March 2, 2025, through March 1, 2026, will be scheduled for consideration at the February 27, 2025 Board Meeting.
- The bonds to refund the ECP will not be sold until necessary and only in the event of a failed ECP remarketing.
- The actual amount of the bond sale will be determined on the date of pricing.
- NTMWD bond counsel McCall, Parkhurst, and Horton, LLP, has prepared the attached Resolution.

Representatives from McCall, Parkhurst & Horton, LLP as well as Hilltop Securities, Inc., will be available at the Board meeting to review the documents and financing procedures.

**FUNDING**

N/A

RESOLUTION NO. 25-02

EXTENDING

RESOLUTION NO. 24-07 AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF NORTH TEXAS MUNICIPAL WATER DISTRICT REGIONAL WASTEWATER SYSTEM REVENUE ECP REFUNDING BONDS, PLEDGING REVENUES FOR THE PAYMENT OF THE BONDS, APPROVING AN OFFICIAL STATEMENT, AND AUTHORIZING OTHER INSTRUMENTS AND PROCEDURES RELATING THERETO

WHEREAS, the North Texas Municipal Water District (the “District”) is a political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 62, Acts of 1951, 52<sup>nd</sup> Legislature of Texas, Regular Session, as amended (the “District Act”); and

WHEREAS, on February 22, 2024, the Board of Directors of the District adopted Resolution No. 24-07 (the “Refunding Resolution”) authorizing, *inter alia*, the issuance, sale and delivery of up to \$400,000,000 aggregate principal amount of “North Texas Municipal Water District Regional Wastewater System Revenue ECP Refunding Bonds” (the “Refunding Bonds”) to refund outstanding North Texas Municipal Water District Regional Wastewater System Revenue Bonds - Extendable Commercial Paper Mode (the "ECP Bonds") issued pursuant to the “Master Resolution Establishing the North Texas Municipal Water District Regional Wastewater System Extendable Commercial Paper Financing Program and Authorizing Regional Wastewater System Revenue Bonds – Extendable Commercial Paper Mode” adopted on May 27, 2021, as amended on March 23, 2023 (the “Master Resolution”), providing for the issuance of the ECP Bonds; and

WHEREAS, the authority to issue bonds under the Refunding Resolution expires on February 21, 2025;

WHEREAS, the Board now desires to extend the effectiveness of the Refunding Resolution to March 1, 2025, at which time a new resolution authorizing the Refunding Bonds will go into effect.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MUNICIPAL WATER DISTRICT THAT:

**Section 1.** The effectiveness of Resolution No. 24-07 authorizing the Refunding Bonds adopted by the Board on February 22, 2024, is hereby extended to March 1, 2025.

**Section 2.** All other terms and conditions of Resolution No. 24-07 shall remain in full force and effect.

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1/23/2025

Consent Agenda Item No. 25C-5

**Upper East Fork Wastewater Interceptor System**

**Extending Resolution No. 24-08 Authorizing Refunding Bonds for Extendable Commercial Paper Bonds; Resolution No. 25-03**

**SUBJECT**

Request authorization to extend Resolution No. 24-08 Refunding Bonds for the Upper East Fork Wastewater Interceptor System Extendable Commercial Paper Bonds.

**PURPOSE**

The authority to issue bonds under Resolution No. 24-08 expires on February 21, 2025. This authorization extends the authority to March 1, 2025, and allows the District to issue bonds to refund the ECP Bonds in the event of a failed ECP remarketing. The resolution replaces the need for bank liquidity to support the ECP program.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors adopt Resolution No. 25-03, A *“Resolution Authorizing the Issuance, Sale, and Delivery of North Texas Municipal Water District Upper East Fork Wastewater Interceptor System Contract Revenue ECP Refunding Bonds, Pledging Revenues for the Payment of the Bonds, Approving an Official Statement, and Authorizing Other Instruments and Procedures Relating Thereto.*

- Consultant: N/A
- Scope: Fund Improvements to the Upper East Fork Interceptor
- Project: Multiple. Each Capital Improvement Plan Contract will be brought to the Board for consideration.
- Amount: Not to exceed \$150,000,000. Actual amount to be determined at date of pricing.
- Committee: This item was included in a Departmental Update at the January 8, 2025, Executive Committee meeting

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective: 2.3 Rigorous Financial Management

- |  |  |
|--|--|
| <input type="checkbox"/> Regulatory Compliance           | <input type="checkbox"/> Asset Condition           |
| <input type="checkbox"/> Capacity                        | <input type="checkbox"/> Redundancy/Resiliency     |
| <input type="checkbox"/> Relocation or External Requests | <input type="checkbox"/> Operational Efficiency    |
| <input type="checkbox"/> Safety                          | <input checked="" type="checkbox"/> Administrative |
| <input type="checkbox"/> Policy                          | <input type="checkbox"/> Other _____               |

**BACKGROUND**

- On February 22, 2024, the Board of Directors approved Resolution No. 24-08 Authorizing Upper East Fork Interceptor System refunding bonds for Extendable Commercial Paper. This one-year authorization expires on February 21, 2025.
- This authorization extends the effectiveness of the Refunding Resolution to March 1, 2025.
- A new resolution authorizing refunding bonds for the next one-year period, March 2, 2025, through March 1, 2026, will be scheduled for consideration at the February 27, 2025, Board Meeting.
- The bonds to refund the ECP will not be sold until necessary and only in the event of a failed ECP remarketing.
- The actual amount of the bond sale will be determined on the date of pricing.
- NTMWD bond counsel, McCall, Parkhurst, and Horton, LLP, has prepared the attached Resolution.
- Representatives from McCall, Parkhurst & Horton, LLP, as well as Hilltop Securities, Inc., will be available at the Board meeting to review the documents and financing procedures.

**FUNDING**

N/A

RESOLUTION NO. 25-03

EXTENDING

RESOLUTION NO. 24-08 AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF NORTH TEXAS MUNICIPAL WATER DISTRICT UPPER EAST FORK WASTEWATER INTERCEPTOR SYSTEM CONTRACT REVENUE ECP REFUNDING BONDS, PLEDGING REVENUES FOR THE PAYMENT OF THE BONDS, APPROVING AN OFFICIAL STATEMENT, AND AUTHORIZING OTHER INSTRUMENTS AND PROCEDURES RELATING THERETO

WHEREAS, the North Texas Municipal Water District (the “District”) is a political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 62, Acts of 1951, 52<sup>nd</sup> Legislature of Texas, Regular Session, as amended (the “District Act”); and

WHEREAS, on February 22, 2024, the Board of Directors of the District adopted Resolution No. 24-08 (the “Refunding Resolution”) authorizing, *inter alia*, the issuance, sale and delivery of up to \$150,000,000 aggregate principal amount of “North Texas Municipal Water District Upper East Fork Wastewater Interceptor System Contract Revenue ECP Refunding Bonds” (the “Refunding Bonds”) to refund outstanding North Texas Municipal Water District Upper East Fork Wastewater Interceptor System Contract Revenue Bond - Extendable Commercial Paper Mode (the “ECP Bonds”) issued pursuant to the “Master Resolution Establishing the North Texas Municipal Water District Upper East Fork Wastewater Interceptor System Extendable Commercial Paper Financing Program and Authorizing Upper East Fork Wastewater Interceptor System Contract Revenue Bonds – Extendable Commercial Paper Mode” adopted on May 27, 2021, as amended on March 23, 2023 (the “Master Resolution”), providing for the issuance of the ECP Bonds; and

WHEREAS, the authority to issue bonds under the Refunding Resolution expires on February 21, 2025;

WHEREAS, the Board now desires to extend the effectiveness of the Refunding Resolution to March 1, 2025, at which time a new resolution authorizing the Refunding Bonds will go into effect.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MUNICIPAL WATER DISTRICT THAT:

**Section 1.** The effectiveness of Resolution No. 24-08 authorizing the Refunding Bonds adopted by the Board on February 22, 2024, is hereby extended to March 1, 2025.

**Section 2.** All other terms and conditions of Resolution No. 24-08 shall remain in full force and effect.



1/23/2025

Consent Agenda Item No. 25C-6

**Regional Water System**

Request to declare certain NTMWD property salvage or surplus and authorization to enter into a contract to facilitate the auction sale of such assets.

**SUBJECT**

Declare certain NTMWD property salvage or surplus and authorize the Executive Director to enter into a contract to facilitate the auction sale of such assets.

**PURPOSE**

For the District to dispose of property through auction, the Board must declare items as salvage or surplus. Additionally, this action authorizes the District to enter into a contract with a vendor to auction these items. Each asset listed below has been replaced with a new unit or determined to be of no further beneficial use to NTMWD. Items not sold at the auction will be disposed of as scrap.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors declare the assets listed in the Attachment as salvage or surplus and authorize the Executive Director to enter into a contract with René Bates Auctioneers, Inc., for the auction sale of such assets as follows:

- Vendor: René Bates Auctioneers, Inc. (Buy Board Contract 620-20)
- Scope: Auction NTMWD Property Declared Salvage or Surplus
- Project: N/A
- Amount: 7.5% of Sale Value

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.3 Proactive Asset & Maintenance Management
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<input type="checkbox"/> Regulatory Compliance	<input checked="" type="checkbox"/> Asset Condition
<input type="checkbox"/> Capacity	<input type="checkbox"/> Redundancy/Resiliency
<input type="checkbox"/> Relocation or External Requests	<input type="checkbox"/> Operational Efficiency
<input checked="" type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

- On a routine basis, the Fleet Department sends surplus and salvage property to be auctioned off in accordance with District policies and state law.
- The list of property slated for auction includes:
  - 9 vehicles (cars and pickups)
  - 3 trailers
  - 4 heavy equipment units
  - 8 truck tractors
  - 13 lots of miscellaneous items
- For over ten years, the District has used Rene Bates Auctioneers due to their experience with government entities and wide reach.
- All actions taken on the disposition of these assets are in accordance with past NTMWD practices, state law, and the NTMWD Personnel Policies Manual and Board Policies Manual.

**FUNDING**

No funding is requested.

ATTACHMENT  
NORTH TEXAS MUNICIPAL WATER DISTRICT  
PROPERTY DECLARED SALVAGE OR SURPLUS

**Vehicles**

Dept.	Asset Number	Description	Serial Number	Mileage
101-5334	0707	2011 FORD F-350	1FD8W3HT4BEB90551	141,887
101-5330	0730	2012 FORD F-150	1FTMF1CM5CKD45229	53,701
100-5721	0738	2012 FORD E-150	1FTNE1EW3CDA45005	52,648
401-5530	0821	2013 FORD F-350	1FDRF3GTXDEA86851	59,237
501-5000	0835	2014 FORD F-250	1FT7W2B61EEB47268	180,397
100-5723	0908	2015 CHEVROLET 1500	1GCRCPEH9FZ376254	158,858
100-5712	0976	2016 CHEVROLET 1500	1GCVKNEH2GZ224436	166,498
100-5712	1066	2016 FORD F-150	1FTFX1EF9GKF56363	160,449
501-5000	1113	2017 FORD F-150	1FTFX1EF0HFA99470	188,640

**Trailers**

Dept.	Asset Number	Description	Serial Number	Hours
100-5722	0466	2005 HYDRA TECH TRAILER MOUNTED HYDRA- PUMP	BR2005-09-30-01	1,179
501-5000	0766	2008 HAWN TRAILER MOUNTED PUMP	1H9UC142781176083	1,902
301-5180	0934	2016 GALBREATH TRAILER A-5 OR 250	1G9F12725GA157186	N/A

**Heavy Equipment**

Dept.	Asset Number	Description	Serial Number	Hours
301-5180	0583	2008 CAT 836H COMPACTOR	HLBXD00665	28,563
401-5523	0927	2016 KOMATSU PC650LC EXCAVATOR	65350	20,192
401-5523	0999	2016 KOMATSU D275AX-5 DOZER	40139	9,439
100-5722	1166	2018 CAT 299D2X LOADER	CAT0299DPDX202420	2,650

**Truck Tractors**

Dept.	Asset Number	Description	Serial Number	Mileage
401-5530	0611	2008 STERLING 550	3F6WK76A08G350698	60,364
401-5523	0636	2010 WESTERN STAR 4900	5KJJALCK8APAR5793	478,697
401-5523	0637	2010 WESTERN STAR 4900	5KJJALCK1APAR5795	439,304
401-5523	0818	2012 KENWORTH 5T TRUCK	2NKHLN9X8CM316095	8,003
401-5511	0879	2016 KENWORTH T800 TRUCK	1XKDDP0X2GJ473841	369,904
401-5511	0880	2016 KENWORTH T800 TRUCK	1XKDDP0X4GJ473842	375,160
401-5512	1011	2017 PETERBILT 567	1XPCDP0X1HD391895	250,422
401-5512	1103	2017 PETERBILT 567	1XPCDP0X2HD450811	216,024

ATTACHMENT  
 NORTH TEXAS MUNICIPAL WATER DISTRICT  
 PROPERTY DECLARED SALVAGE OR SURPLUS

**Miscellaneous**

Dept.	Lot Number	Description	Serial Number	Mileage
100-5722	0540	2008 GENIE ARTICULATING MANLIFT	Z452508A - 36744	2,200
301-5080	0869	2015 POLARIS RANGER	3NSRNA572FE823404	3,255
100-5722	0923	2015 TORO Z MASTER	315000237	1,243
309-5000	1243	2017 JOHN DEERE GATOR HPX	1M0625GSVGM112427	2,755
401-5530	1393	2020 NORTH STAR PRESSURE WASHER	10116813	N/A
100-5723	1	LOT OF RED BOARDS USED IN WATER TREATMENT PROCESS	N/A	N/A
401-5523	2	LOT OF TANKS USED FOR FUEL	N/A	N/A
301-5180	3	LINCOLN WELDERS	N/A	N/A
401-5530	4	A/C UNITS	N/A	N/A
100-5701	5	LOT OF VARIOUS PROJECTORS	N/A	N/A
401-5530	6	HOSE REELS/ MISCELLANEOUS TRUCK PARTS	N/A	N/A
401-5523	7	CHAMPION 46596 GENERATOR	15MAY2800938	N/A
401-5523	8	KOSHIN WATER PUMP	180951057	N/A

N/A – Not Available



1/23/2025

Consent Agenda Item No. 25C-7

**Regional Water System**

**Waterline Relocations Along State Highways in Dallas, Rockwall, and Kaufman Counties; Project No. 101-0607-22; Contract 607D - 54-inch Lake Tawakoni Water Supply Relocation Along State Highway 276 (SH 276) in Rockwall County; Change Order No. 1**

**SUBJECT**

Authorize a deductive amount of (\$734,825.30) and add an additional thirty-seven (37) calendar days for a construction change order with J&L Construction, LLC.

**PURPOSE**

This action authorizes a change order reducing the overall cost by \$734,825.30 as well as adding thirty-seven (37) calendar days to the construction contract.

**RECOMMENDATION**

The Executive Director, NTMWD staff and Teague, Nall, and Perkins, Inc. (TNP) recommend the Board of Directors authorize a construction change order as follows:

- Contractor: J&L Construction, LLC
- Scope: Change Order No. 1
- Project: No. 101-0607-22 Waterline Relocations Along State Highways in Dallas, Rockwall, and Kaufman Counties - Contract 607D - 54-inch Lake Tawakoni Water Supply Relocation along State Highway 276 (SH 276) in Rockwall County
- Amount: (\$734,825.30)



**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1 High Quality Services 1.4 Reliable and Resilient Systems
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<input type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Asset Condition
<input type="checkbox"/> Capacity	<input type="checkbox"/> Redundancy/Resiliency
<input checked="" type="checkbox"/> Relocation or External Requests	<input type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

- The Texas Department of Transportation (TxDOT) is planning various road improvements in Dallas, Rockwall, and Kaufman Counties that will encroach on existing NTMWD water line easements.
- These encroachments create conflicts with NTMWD water pipelines, valves, and vault structures, requiring varying degrees of relocation or protection.
- The design for these multiple relocations associated with TxDOT expansions is being completed under a single Engineering Services Agreement.
- To facilitate timing or material availability among the multiple geographically unique sites, the construction activities were separated into several work packages (607D is one of six work packages on Project No. 101-0607-22).

**PROJECT PURPOSE**

- This work package 607D is along State Highway (SH) 276 from Farm-to-Market Road (FM) 551 to the Hunt County Line.
- Maintain protection of existing infrastructure by relocation and other protective measures, such as extending protective casings for waterlines at revised wider road crossings due to changes in TxDOT right-of-way widths.

**PROJECT COMPONENTS**

- Relocation of 54-inch bar-wrapped pipe raw water line at six locations for a total of approximately 1,700 linear feet (LF).
- Installation of approximately 200 LF of 72-inch diameter steel casing at one location.
- Installation of new cathodic protection elements and relocation of existing elements including a rectifier station.
- Installation and relocation of appurtenances, such as access manways and blow-off assemblies.

### PROPOSED CHANGE ORDER

- Proved additional stone rip rap around a blow-off assembly location to prevent erosion of the drainage.
- Remove pipe to be abandoned in lieu of grout in place
  - At the time of design and bidding, it was anticipated that TxDOT would be working in this area before the NTMWD contractor could address pipe removal. However, TxDOT will not begin work as anticipated, providing the NTMWD contractor time to address pipe removal instead of grouting in place (the intent was to grout in place to ensure the NTMWD contractor was clear of the proposed TxDOT project; there is now ample time to fully remove the relocated sections of pipe).
- Remove temporary and permanent fencing items
  - At the time of design and bidding, the arrangement with the property owner on fence relocation was not finalized. Bid items were placed in the construction contract to relocate the fence. Ultimately, an agreement was reached with the property owner, who reimbursed him directly for the removal and replacement of existing fencing.
- Remove some elements of cathodic protection
  - At the time of cathodic protection design, it was assumed more locations would be affected by TxDOT improvements. As the TxDOT designs were finalized, it was determined some areas would not need pipe relocations.
- Due to NTMWD's system operational constraints, on September 17, 2024, the first shutdown was delayed nine hours from when the contractor's welders were scheduled to begin work; therefore, reimbursement of the standby time is proposed.
- Conditions warranted the addition of 45-degree fittings at two blow-off assemblies (ductile iron discharge piping) to adequately reach above ground at the optimal locations along the drainage channels.
- Add 37 contract calendar days to adjust the shutdown period to January and February of 2025.
  - Due to NTMWD's system operational constraints to ensure full annual water allocation from Lake Tawakoni, the 25-day contract-stipulated shutdown period is proposed to be shifted to January and February of 2025 to tie in the five remaining sections of the water line.

### **FUNDING**

Funding in the amount of (\$734,825.30) will be credited back to the Regional Water System Capital Improvement Fund.

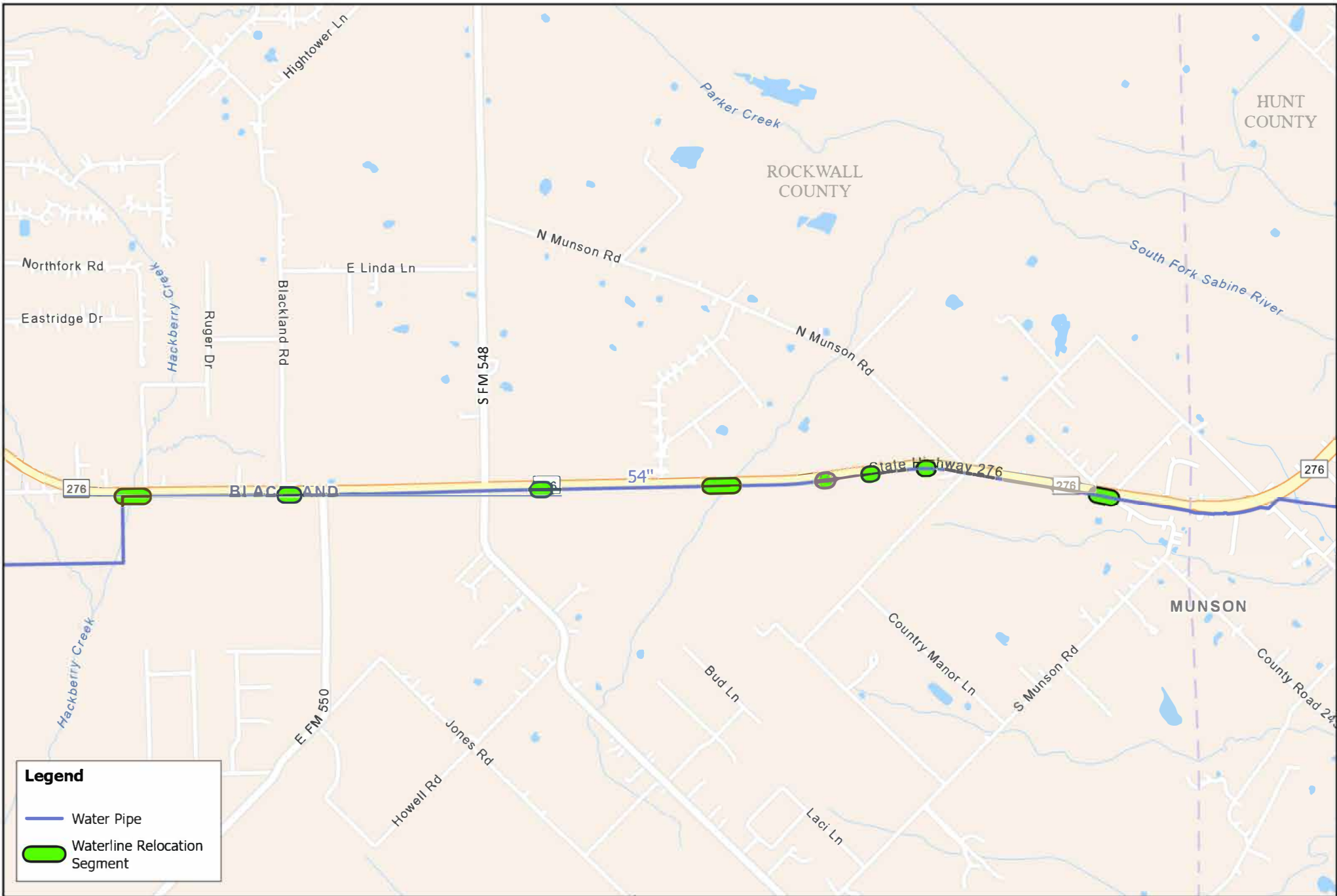
**Waterline Relocations Along State Highways in Dallas, Rockwall, and Kaufman Counties; Project No. 101-0607-22; Contract 607D - 54-inch Lake Tawakoni Water Supply Relocation Along State Highway 276 (SH 276) in Rockwall County; Change Order No. 1**

**Attachment A**



**CHANGE ORDER NO. 1**

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract Amount	\$5,163,736.95	310
Prior Change Order(s) Total	\$0.00	0
<b>Proposed Change Order No. 1</b>		
Change Order No. 1, Item No. 1 (CO1 –1): Existing Item No. 11 – Furnish and Install Stone Rip Rap (30-inch depth rip rap), add 33 square yards (SY) at \$201.05 per SY (adjustment to contract quantity)	\$6,634.65	0
CO1 – 2: Existing Item No. 13 – Remove and Dispose of Existing Water Line, add 367 each (LF) at \$34.60 per LF (adjustment to contract quantity)	\$12,698.20	0
CO1 – 3: Existing Item No. 14 – Abandon and Grout Existing 54-inch Water Line, deduct (367) LF at \$294.38 per LF (adjustment to contract quantity)	(\$108,037.46)	0
CO1 – 4: Existing Item No. 16 – Remove and Dispose of Existing Fence, deduct (6,287) linear feet (LF) at \$6.24 per LF (adjustment to contract quantity)	(\$39,230.88)	0
CO1 – 5: Existing Item No. 17 – Furnish and Install Wire Fence, deduct (5,260) LF at \$52.13 per LF (adjustment to contract quantity)	(\$274,203.80)	0
CO1 – 6: Existing Item No. 18 - Furnish and Install Pipe Fence Panels, deduct (100) panels at \$1,480.05 per panel (adjustment to contract quantity)	(\$148,005.00)	0
CO1 – 7: Existing Item No. 19 – Furnish and Install Angular Bracing Support, deduct (460) EA at \$112.75 per EA (adjustment to contract quantity)	(\$51,865.00)	0
CO1 – 8: Existing Item No. 20 – Furnish and Install Stone Columns, deduct (8) EA at \$3,616.75 per EA (adjustment to contract quantity)	(\$28,934.00)	0
CO1 – 9: Existing Item No. 21 – Remove and Reinstall existing gates, deduct (3) EA at \$9,734.33 per EA (adjustment to contract quantity)	(\$29,202.99)	0
CO1 – 10: Existing Item No. 26 – Install Post Mounted Casing Test Stations, deduct (6) EA at \$8,773.17 per EA (adjustment to contract quantity)	(\$52,639.02)	0

CO1 – 11: Existing Item No. 27 – Install Post Mounted Foreign Line Test Stations, deduct (1) EA at \$30,500.00 per EA (adjustment to contract quantity)	(\$30,500.00)	0
CO1 – 12: New Item No. 31 - Standby Time for Welders, add 36 hours (HR) at \$135.00 per HR	\$4,860.00	0
CO1 – 13: New Item No. 32 – Two 45-degree fittings for blow-off discharge piping, add 2 EA at \$1,800.00 per EA	\$3,600.00	0
Add 37 contract calendar days due to NTMWD operational schedule	\$0.00	37
<b>Proposed Change Order No. 1 Decrease Cost (additional contract time increase)</b>	<b>(\$734,825.30)</b>	<b>37</b>
<b>Final Contract Amounts</b>	<b>\$4,428,911.65</b>	<b>347</b>



**Legend**

-  Water Pipe
-  Waterline Relocation Segment



**Waterline Relocations along State Highways in Dallas, Rockwall, and Kaufman Counties**  
**Project No. 101-0607-22, Contract 607D**





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1/23/2025

Administrative Memorandum No. 25-6095

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**Regional Water System**

**Texoma Raw Water Pipeline to Leonard Water Treatment Plant Pipeline  
Project No. 101-0642-24; Engineering Services Agreement - Final Engineering**

**SUBJECT**

Authorize funding in the amount of \$4,910,000 for final engineering services with Freese and Nichols, Inc. associated with the design of the proposed pipeline from the existing Texoma-Wylie Raw Water Pipeline to the Terminal Storage Reservoir (TSR) at Leonard Water Treatment Plant (WTP).

**PURPOSE**

This project will divert 70 million gallons per day (MGD) of raw water from Lake Texoma to the Leonard WTP for blending with Bois d'Arc Lake water. This increases overall raw water available for treatment as Leonard WTP is expanded to its ultimate capacity of 280 MGD.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute an engineering services agreement (ESA) as follows:

Consultant: Freese and Nichols, Inc.

Scope: Final Engineering Design

Project: Texoma Raw Water Pipeline to Leonard WTP Pipeline

Amount: \$4,910,000

Committee: This will be an item on the January 22, 2025, Water Committee agenda.

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.2 Successfully Deliver Capital Program 1.4 Reliable and Resilient Systems
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<input type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Asset Condition
<input checked="" type="checkbox"/> Capacity	<input checked="" type="checkbox"/> Redundancy/Resiliency
<input type="checkbox"/> Relocation or External Requests	<input type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

The Leonard WTP has an ultimate capacity of 280 MGD. Projected demand growth in the service area calls for the Leonard WTP to have a treatment capacity of 210 MGD no later than 2030. Under the current raw water supply configuration, increasing the Leonard WTP treatment capacity to 280 MGD will be constrained by the available water from Bois d’Arc Lake.

Due to changes in potential raw water supply in the overall NTMWD system, the Long-Range Water Supply plan recommended the Texoma Raw Water Pipeline to Leonard WTP Pipeline be in service by 2030 to match the expansion capabilities at the Leonard WTP. In January 2024, Administrative Memorandum No. 24-5978 awarded preliminary design for the Texoma Raw Water Pipeline to Leonard WTP Pipeline. The preliminary design is completed and NTMWD is ready to proceed with the final design.

**PROJECT PURPOSE**

- Transport approximately 70 MGD of Texoma raw water through an 84-inch poly-coated mortar-lined steel pipe to the Leonard WTP Terminal Storage Reservoirs site.
- This pipeline will connect to the existing 96-inch Texoma Raw Water pipeline south of the Howe Balancing Reservoir and will connect to the existing Bois d’Arc Raw Water Pipeline upstream of the Terminal Storage Reservoirs at the Leonard WTP site. The second terminal storage reservoir is anticipated to begin construction during fiscal year 2025.
- This pipeline corridor is approximately 9 miles, approximately 48,000 linear feet.
- The budgeted construction cost for this project is \$108M.

**PROJECT COMPONENTS**

- Bois d’Arc Lake Raw Water Pipeline (BDL RWPL) Connection Details Design
- Surge analysis to evaluate hydraulic transient behavior of the system.
- Conduct Environmental, Cultural Resources/Archeological, and Geotechnical Investigation.
- Recommendation for corrosion protection system.
- Recommendation for supervisory control and data acquisition (SCADA) and communication system.

- Control Valve Pad and Communication and Controls Building Preliminary Plans
- Final engineering design of pipeline and appurtenances.
- Review final OPCC developed by the Construction Manager at-Risk (CMAR). Consent Agenda Item No. 24C-44 approved the use of CMAR for this project at the November 2024 NTMWD Board of Directors meeting.
- Environmental assessment for Texas Water Development Board (TWDB)
- Land acquisition services and preparation of easement documents. Appraisals, field notes, and offer letters for 9 parcels in the final pipeline alignment corridor selected. The preliminary design contract scope of services included pre-acquisition service for fifty-five (55) parcels and the acquisition of twenty (20) parcels.

**BASIC SERVICES**

- Bois d’Arc Lake (BDL) Raw Water Pipeline (RWPL) Connection Details Design submittal
- 60% Design Submittal
- 90% Design Submittal
- Final bid documents
- Engineering Design Report
- Construction and Equipment Procurement Packages and Bid Phase Services
- Bid Processing

**SPECIAL SERVICES**

- Geotechnical Services
- Surge Analysis
- Environmental Services
- Subsurface Utility Engineering
- Topographical Survey Services
- Easement Acquisition Services
- Support for State Water Implementation Fund for Texas (SWIFT) Funding
- Texoma System Operations

**CONSULTANT SELECTION PROCESS**

- A total of 6 engineering firms were interviewed and Freese and Nichols, Inc. was deemed as the most highly qualified firm for this project.

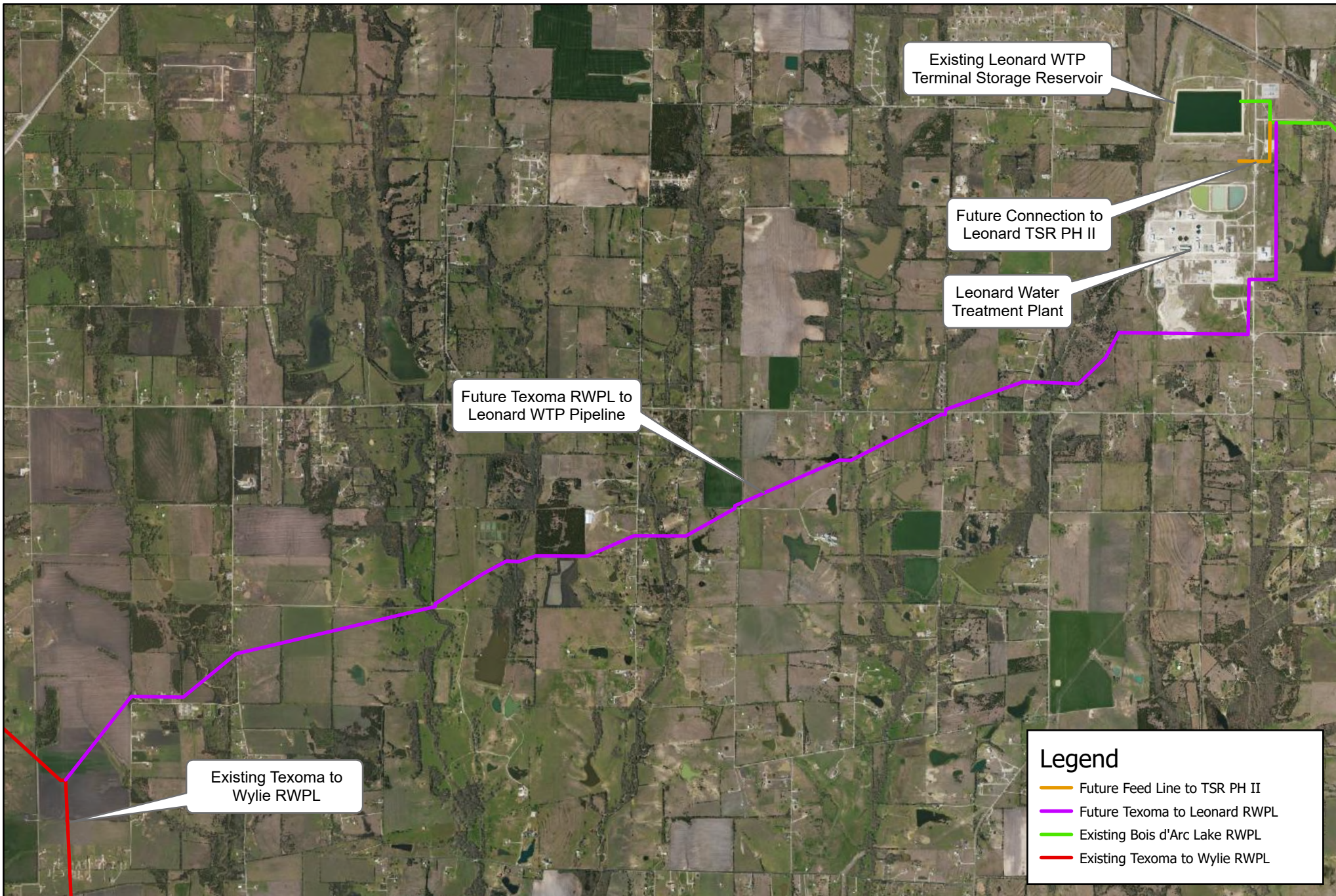
**ENGINEERING SERVICES FEE**

<b>Description</b>	<b>Amount</b>
Basic Services	\$3,317,000
Special Services	\$1,593,000
<b>Requested Amount</b>	<b>\$4,910,000</b>

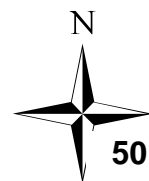


**FUNDING**

The Regional Water System Capital Improvement Fund will provide Freese and Nichols, Inc. with \$4,910,000 in funding for final engineering services.



**Texoma Raw Water Pipeline to Leonard Water Treatment Plant Pipeline  
Project No. 101-0642-24**







1/23/2025

Administrative Memorandum No. 25-6096

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**Regional Water System**

**Bois d’Arc Lake Raw Water Pump Station Phase II: Project Number 101-0602-21; Change Order No. 1**

**SUBJECT**

Authorize funding in the amount of \$12,695,107.77 to Archer Western Construction, LLC (Archer Western) for a construction change order to the Bois d’Arc Lake Raw Water Pump Station Phase II project, which is subject to the Texas Water Development Board (TWDB) State Water Implementation Fund for Texas (SWIFT) funding.

**PURPOSE**

This change order authorizes the purchase of major equipment, including a generator, two horizontal split case (HSC) pumps, switchgear modifications, and two medium-voltage adjustable frequency drives (AFDs). After installation, this additional equipment will completely utilize the existing water rights, finalizing all planned expansions to this facility.

**RECOMMENDATION**

The Executive Director, NTMWD staff, and Freese and Nichols, Inc. (FNI) recommend the Board of Directors authorize a construction change order as follows:

- Contractor: Archer Western Construction, LLC (Archer Western)
- Scope: Construction, Change Order No. 1
- Project: No. 101-0602-21, Bois d’Arc Lake Raw Water Pump Station Phase II
- Amount: 12,695,107.77
- Committee: This will be an item on the January 22, 2025, Water Committee meeting agenda

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.2 - Successfully Deliver Capital Program
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<input type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Asset Condition
<input checked="" type="checkbox"/> Capacity	<input checked="" type="checkbox"/> Redundancy/Resiliency
<input type="checkbox"/> Relocation or External Requests	<input type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

**PROJECT PURPOSE**

- Construct Phase II of the Bois d’Arc Lake (BDL) Raw Water Pump Station (RWPS) located at the BDL dam site.
- This second phase of the BDL RWPS will include additional pumps, piping and equipment to increase capacity from 90 million gallons per day (MGD) to 142 MGD.
- This Change Order will include all equipment required for planned expansion to the ultimate capacity of 236 MGD.
- Installation of this equipment is intended to be presented for approval for completion of the Pump Station under Phase II construction.

**PROJECT COMPONENTS**

- Four additional HSC pumps to increase pumping capacity to 142 MGD.
- Structural, mechanical, plumbing, and site civil design required for the expansion.
- Electrical components associated with the expansion and update electrical arc flash study.
- Controls and instrumentation design and modifications to the Supervisory Control and Data Acquisition (SCADA) system and the Human-Machine Interface (HMI) screens.
- One 3,250-kilowatt (kW) generator to power one low-head pump for a standby capacity of 45 MGD.

**PROPOSED CHANGE ORDER**

- After the award of the original construction contract, Archer Western proposed a cost savings idea totaling \$423,091.75. These savings were achieved by modifying the 25 kilovolt (kV) cables from concentric neutral to copper tape shield, changing the pump mechanical seals from split-type to cartridge-type, and increasing the propylene glycol concentration in the chiller system's cooling liquid from 15% to 25%.
- During submittal reviews, it was determined that modifications were needed for the load bank and generator duct banks, along with their associated cables and conduits. Additionally, a containment pad was required for the load bank transformer. Archer Western submitted a proposal for this work, with an associated overall credit of \$4,569.73

- After award of Phase II construction, continued evaluation by the project team of system demands called for earlier delivery of Phase III of the Leonard WTP and associated additional raw water needs.
- In December 2024, NTMWD, FNI and the Archer Western discussed the possibility of purchasing the equipment planned for Phase III as a part of the Phase II contract at a cost of \$13,122,769.25. This equipment includes:
  - (2) 6,800 horsepower pumps, motors, and AFDs
  - (1) 3,250 kW generator
  - (1) air handling unit
  - All associated equipment as specified in the original Phase II contract
- The proposed Change Order No. 1 costs are consistent with the pricing for Phase II thus avoiding additional costs from future price escalations due to inflation, material cost increases, or labor shortages.
- In addition to the cost savings on equipment, there are cost savings to the Phase III engineering services as there will not be a bidding and advertising phase, and there will not be another submittal approval process for the new equipment.
- This change order will ensure the completion of all work at the BDL RWPS ahead of the planned Phase III completion date of February 2031.
- Completing Phase III now with the same manufacturers as Phase II allows for better integration with existing infrastructure, reducing the risk of compatibility issues that might arise with changes in equipment design.
- A future Change Order No. 2 will be brought to the Board of Directors for authorization at a later date. Change Order No. 2 will include costs for installation and commissioning of Change Order No. 1 major equipment.
- A future additional services request from FNI will be brought to the Board of Directors for development of plans and specifications at a later date for the installation and commission of the Change Order No. 1 equipment which will include revisions of plan sheets, control narratives, witness testing, and start-up testing requirements.

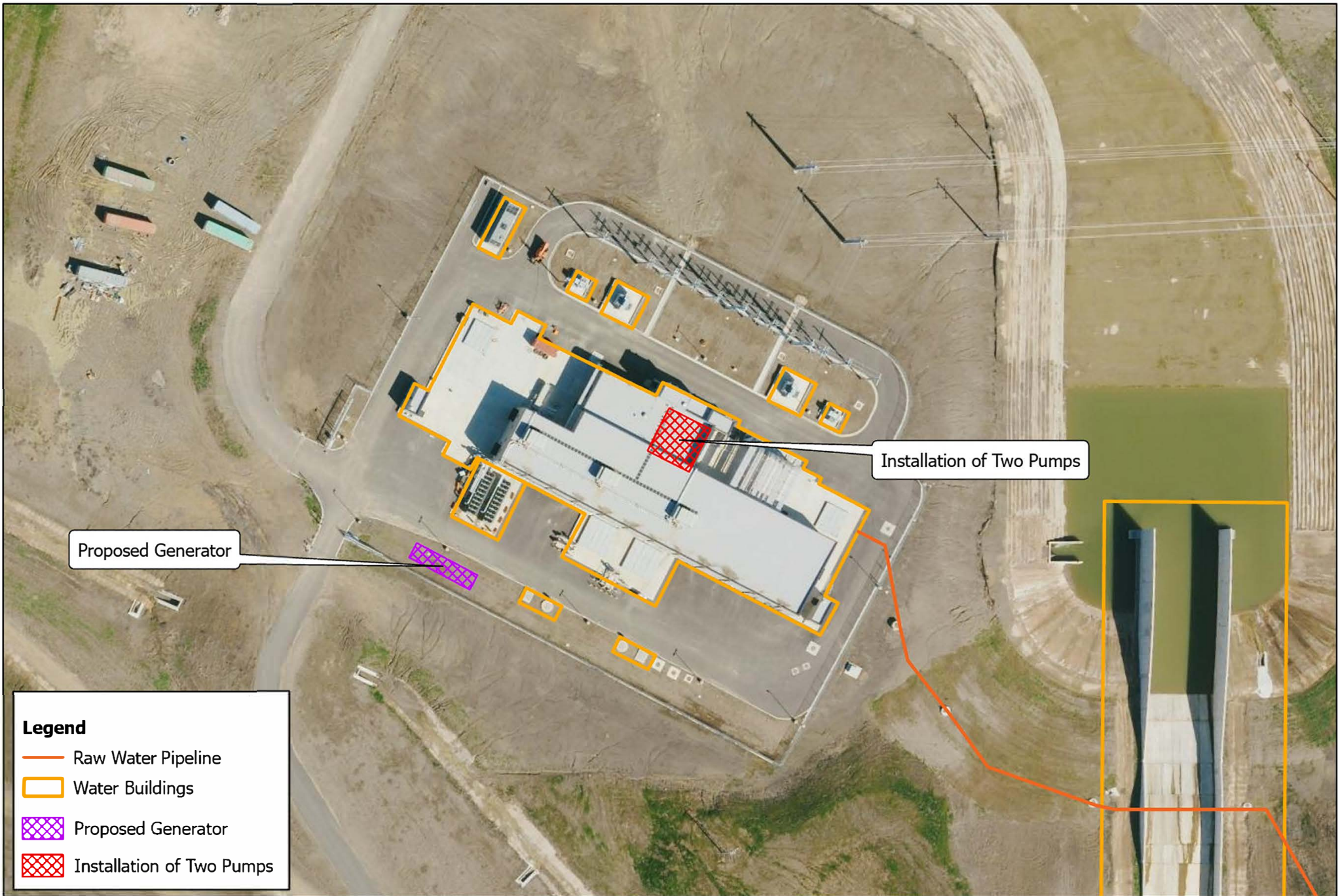
CHANGE ORDER NO. 1

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract	\$75,784,400.00	1,186
<b>Proposed Change Order No. 1</b>		
25kV cables, pump seals, and propylene glycol	(\$423,091.75)	0
Medium and low voltage cables and load bank area	(\$4,569.73)	0
Purchase of major equipment for Phase III	\$13,122,769.25	120
<b>Proposed Change Order No. 1 Amounts</b>	<b>\$12,695,107.77</b>	<b>120</b>
<b>Revised Contract Amount</b>	<b>\$88,479,507.77</b>	<b>1,306</b>

Original Completion Dates: Substantial - May 31, 2027; Final - September 30, 2027  
 Revised Completion Dates: Substantial - September 28, 2027; Final - January 28, 2028

**FUNDING**





Funding in the amount of \$12,695,107.77 to Archer Western Construction, LLC is to be made available in the Regional Water System SWIFT Construction funds contingent upon TWDB approval and release of funding.



Proposed Generator

Installation of Two Pumps

**Legend**

-  Raw Water Pipeline
-  Water Buildings
-  Proposed Generator
-  Installation of Two Pumps



**Bois d' Arc Lake Raw Water Pump Station Phase II**  
**Project No. 101-0602-21**







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1/23/2025

Administrative Memorandum No. 25-6097

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**Regional Water System**

**Wylie Water Treatment Plant Conversion to Biologically Active Filtration;  
Project No. 101-0390-15; Additional Engineering Services**

**SUBJECT**

Authorize additional engineering services to Carollo Engineers, Inc. in the amount of \$1,021,900 to an existing Engineering Services Agreement (ESA) to address additional scope needed for plant conversion to Biologically Active Filtration (BAF).

**PURPOSE**

Additional funding is needed to complete the final design phase of converting the Wylie Water Treatment Plants to BAF. The additional services are needed due to changes to the original concept with a goal to preserve clearwell storage volume and rerouting of piping to preserve space on the plant for future process needs. The addition of new scope to add chlorine dioxide to the Plant I and II reclaim stream to mitigate future high levels of manganese also added to the need for more engineering services.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize additional engineering services to an existing ESA as follows:

- Consultant: Carollo Engineers, Inc.
- Scope: Additional services for Final Engineering Design
- Project: No. 101-0390-15, Wylie Water Treatment Plant (WTP) Conversion to Biologically Active Filtration
- Amount: \$1,021,900
- Committee: This will be an item on the January 22, 2025, Water Committee meeting agenda



**DRIVER(S) FOR THIS PROJECT**

Strategic Objective: 1.1 High Quality Services

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Regulatory Compliance | <input type="checkbox"/> Asset Condition                  |
| <input type="checkbox"/> Capacity                         | <input checked="" type="checkbox"/> Redundancy/Resiliency |
| <input type="checkbox"/> Relocation or External Requests  | <input type="checkbox"/> Operational Efficiency           |
| <input type="checkbox"/> Safety                           | <input type="checkbox"/> Administrative                   |
| <input type="checkbox"/> Policy                           | <input type="checkbox"/> Other _____                      |

**BACKGROUND**

The complex interconnectivity of the four Wylie Water Treatment Plants (WTPs) presents many possible process flow paths for the implementation of the Biologically Active Filtration (BAF) treatment process. Phase I of Preliminary Engineering was undertaken to develop the most viable of those path options and performed a high-level comparative evaluation based on the relative effects on water quality, operability, constructability, and planning level construction cost.

A subsequent Phase II of Preliminary Design concentrated on the recommended configuration alternative for developing the basis of design for the remainder of the project and the advancement of that alternative to 30% design documents. The current design phase split construction into three phases - the first of which was awarded in October 2024 with Administrative Memorandum No. 24-6069. The second phase is to be awarded in February 2025, and the third and final phase in May 2025.

**PROJECT PURPOSE**

- Enhance the removal of organics to improve finished water quality and thereby produce water less prone to residual disinfection depletion.
- Moderate the flow rate variability through the filters to maintain particulate capture and protect against flow-related turbidity volatility.
- Accomplish miscellaneous upgrades to support chemical addition, contact time, polishing capabilities, and in-plant water quality monitoring and control that is critical to effective initial BAF operations.

**PROJECT COMPONENTS**

- Addition of chlorine contact volume at Wylie WTP’s I, III and IV via new basins, piping, or clearwell conversion.
- Major piping relocations and interconnects to accommodate revised flow paths. Major piping includes large flow meters and isolation valves enclosed in vaults
- Installation of chemical injection points and associated piping and trenches
- Programmable logic controller-based filter automation and valve controller improvements.
- The forecasted overall construction cost for all elements is currently \$83,902,000.

**ADDITIONAL ENGINEERING SERVICES**

- Services related to Wylie WTP I and IV design elements, including:
  - Revise post filter flow strategy to preserve clearwell volume and add a dedicated chlorine contact facility. Reduces the need for an additional clearwell which requires more space the chlorine contactor on an already congested facility
  - Rerouting of Plant IV filter effluent piping to preserve open areas on Plant IV for future process needs
  - New mixing structure on Plant IV to combine effluents from Plant IV North and South to achieve more stable water entering clearwell.
- Design services for manganese mitigation via chlorine dioxide addition at WTP's I and II as recommended by Wylie WTP Filter Pilot Study.

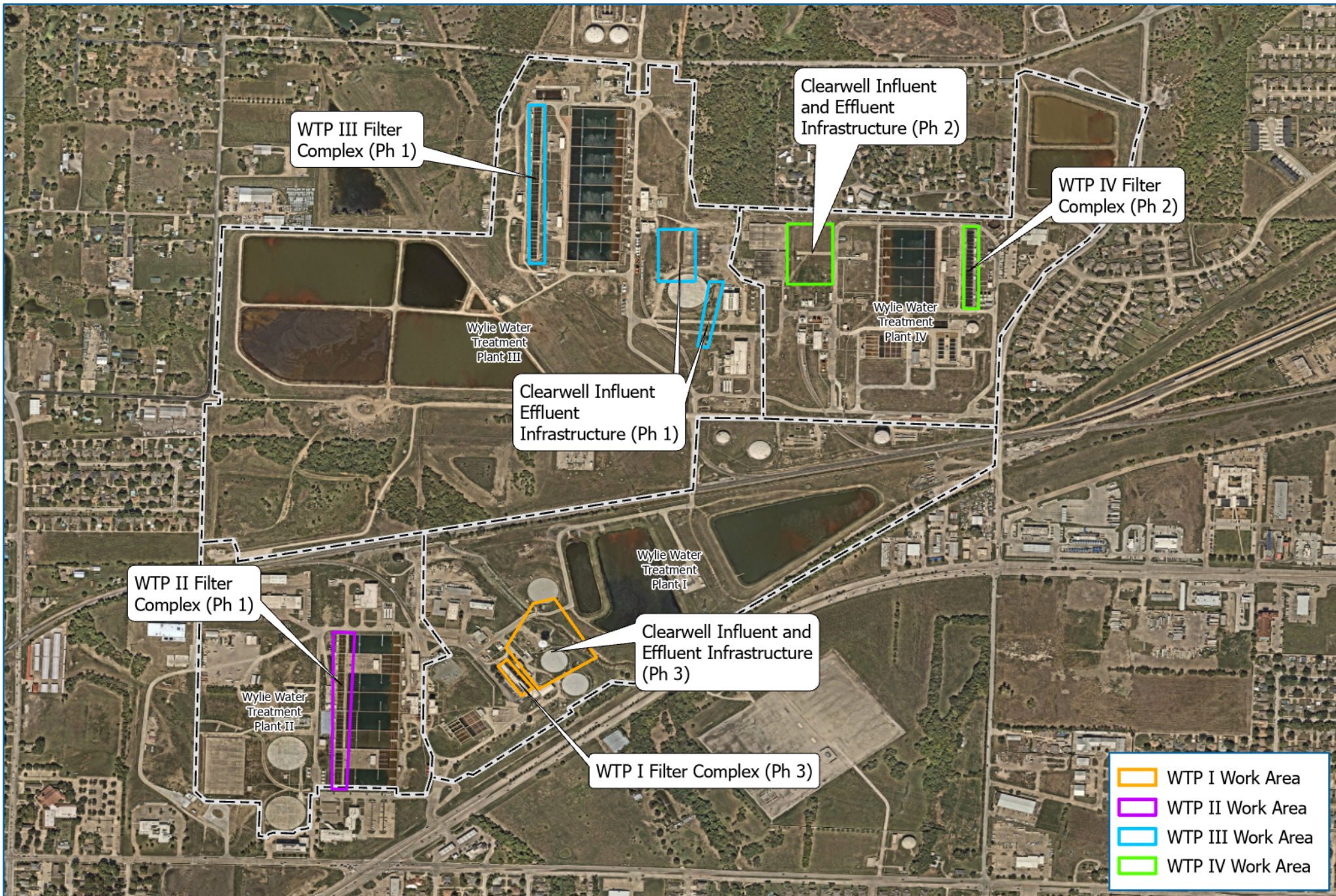
**ENGINEERING SERVICES FEE**

<b>Description</b>	<b>Amount</b>
Original ESA	\$5,803,659
Proposed Additional Services	\$1,021,900
<b>Revised ESA Amount</b>	<b>\$6,825,559</b>

**FUNDING**

Funding to Carollo Engineers Inc. in the amount of \$1,021,900 is to be made available from the Regional Water System Capital Improvement Fund.









1/23/2025

Administrative Memorandum No. 25-6098

**Regional Water System**

**Texoma Raw Water Pipeline No. 2; Project No. 101-0633-23; Engineering Services Agreement, Final Engineering**

**SUBJECT**

Authorize funding in the amount of \$13,870,650 for a final Engineering Services Agreement with Black & Veatch Corporation for final design of the proposed Texoma Raw Water Pipeline No. 2.

**PURPOSE**

The Texoma Raw Water Pipeline No. 2 will parallel the existing Texoma Raw Water Pipeline and provide additional capacity to NTMWD's water transmission system from the Lake Texoma Pump Station to the water treatment facilities in Wylie and Leonard. The Texoma Raw Water Pipeline No. 2 will also allow for operational flexibility in continuity of service during the period when NTMWD staff is performing assessment and/or maintenance to extend the life of the existing Texoma Raw Water pipeline.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute an engineering services agreement (ESA) as follows:

- Consultant: Black & Veatch Corporation
- Scope: Final engineering design
- Project: 101-0633-23, Texoma Raw Water Pipeline No. 2
- Amount: \$13,870,650
- Committee: This will be an item on the January 22, 2025, Water Committee meeting agenda

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1 High Quality Services 1.4 Reliable and Resilient Systems
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<input type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Asset Condition
<input checked="" type="checkbox"/> Capacity	<input checked="" type="checkbox"/> Redundancy/Resiliency
<input type="checkbox"/> Relocation or External Requests	<input type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

Since 1992, NTMWD has been conveying water from Lake Texoma through the 72-inch Texoma Raw Water Pipeline for eventual treatment at the NTMWD Wylie Water Treatment Plant. The 2021 “Lake Texoma Pump Station Updated Improvements Plan” and the 2022 “NTMWD Raw Water Supply Operations with Bois d’Arc Lake and the Leonard WTP” both include recommendations to increase the raw water conveyance capacity from Lake Texoma Pump Station to the Howe Balancing Reservoir.

The Texoma Raw Water Pipeline No. 2 increases NTMWD’s capability to convey raw water from the Lake Texoma Pump Station to the NTMWD treatment facilities. To meet projected future demand, a parallel 84-inch transmission line from Lake Texoma to the Howe Balancing Reservoir is needed by 2029. With the existing 72-inch line, the proposed 84-inch parallel line, and a separate Texoma Pump Station Improvements project, the District will have the ability to deliver up to 120 million gallons per day (MGD) of raw water from Lake Texoma to the Wylie Water Treatment Plant (WTP) and divert approximately 70 MGD to the Leonard Water Treatment Plant (WTP).

**PROJECT PURPOSE**

- In December 2023, the Board approved Administrative Memorandum No. 23-5970 authorizing preliminary engineering design for the Texoma Raw Water Pipeline No. 2 project.
- The Texoma Raw Water Pipeline No. 2 project will provide redundancy and resiliency to this portion of the system and will allow the District the ability to perform assessment and/or maintenance of both pipelines, with the ability to maintain one pipeline in service while the other is required to be shut down.
- Preliminary engineering analysis has identified a proposed 27-mile route within the existing pipeline corridor and within a rerouted section. The planning opinion of construction cost for the Texoma Raw Water Pipeline No. 2 is \$379 million.
- In October 2024, the Board approved Administrative Memorandum No. 24-6073 authorizing the Right-of-Way Acquisition program for this pipeline project.

PROJECT COMPONENTS

- Final design of 27 miles of 84-inch raw water pipeline from Lake Texoma Pump Station to the Texoma Balancing Reservoir in Howe and associated connections and appurtenances
- Design of cathodic protection system and instrumentation and controls for operations
- Hydraulic Modeling and Surge Analysis
- Local and State Agency and Utility Coordination
- Preparation of bid-ready construction plans and specifications
- Environmental and Cultural Resources Assessment, Compliance and Permitting
- Incorporation of State Water Implementation Fund for Texas (SWIFT) requirements
- Easement acquisition for pipeline corridor, temporary construction, and permanent access

BASIC SERVICES

- Project Management and Administration
- 60% Design Submittal
- 90% Design Submittal
- 100% Final Design Submittal
- Materials Procurement Support
- Bid Phase Services

SPECIAL SERVICES

- Geotechnical and Soil Corrosivity Investigation
- Topographic Survey
- Environmental permitting and Cultural Resources
- Levels A & B Subsurface Utility Engineering
- Instrumentation and Controls Engineering
- Easement Preparation
- Land Acquisition and Real Estate Services

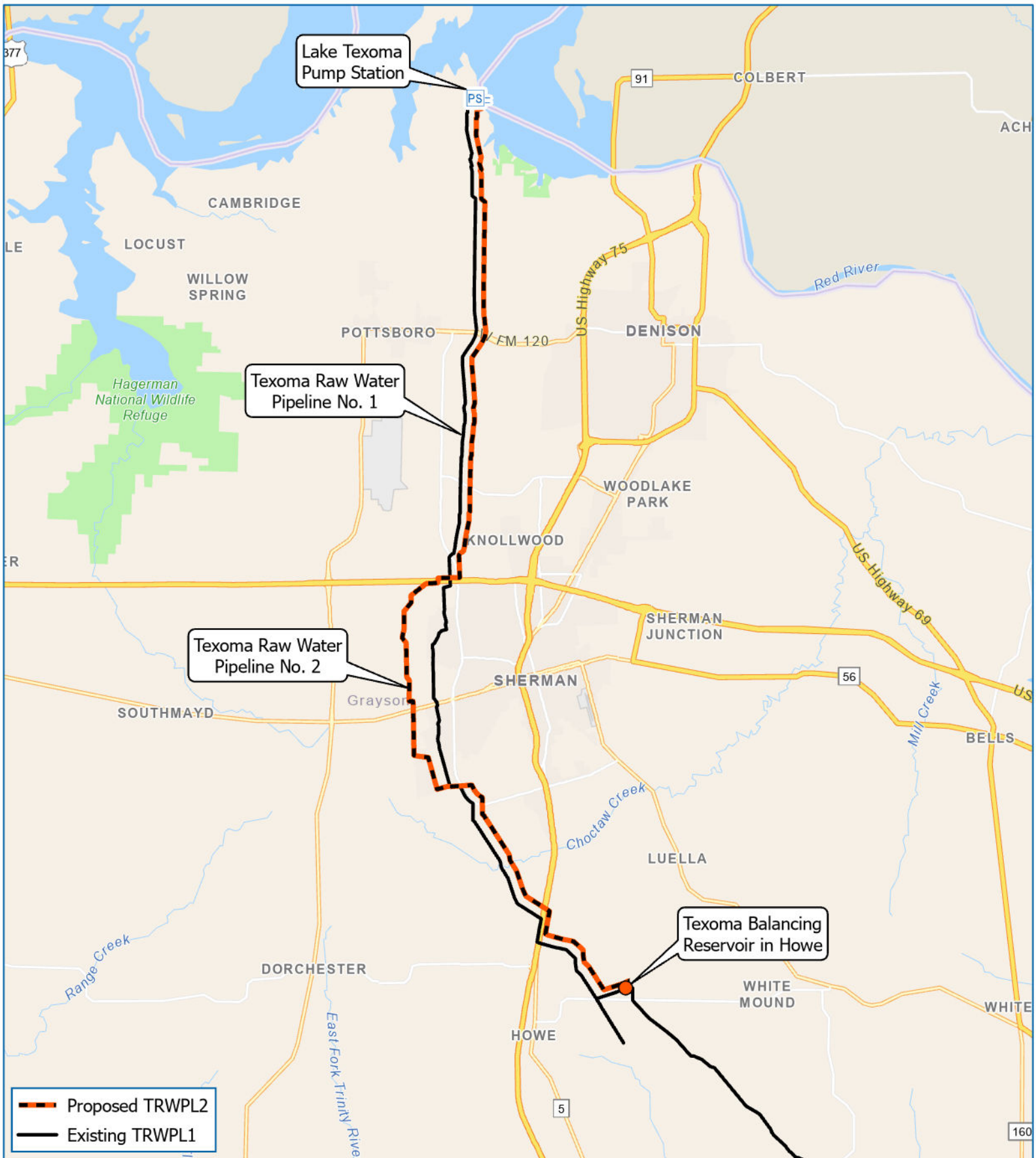
ENGINEERING SERVICES FEE

<b>Description</b>	<b>Amount</b>
Basic Services	\$ 8,609,507
Special Services	\$ 5,261,143
• Land acquisition and Real Estate services	\$ 2,255,368
• Other Special Services	\$ 3,005,775
<b>Requested Amount</b>	<b>\$13,870,650</b>

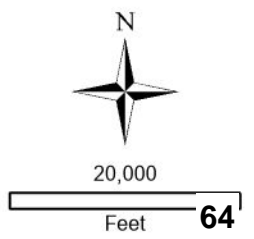
**FUNDING**

This project will serve NTMWD and the Greater Texoma Utility Authority (GTUA). NTMWD and GTUA's proportionate share of project funding is currently under review. NTMWD is to initially fund this engineering service agreement and seek reimbursement from GTUA when the proportionate cost share has been finalized.

Funding to Black & Veatch Corporation in the amount of \$13,870,650 is to be made available utilizing the Regional Water System Extendable Commercial Paper (ECP) Program as the appropriation source; issuance of ECP notes will occur as cash needs arise.



**Texoma Raw Water Pipeline No. 2, Final Design  
Project No. 101-0633-23**







1/23/2025

Administrative Memorandum No. 25-6099

**Regional Wastewater System**

**South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion, Project No. 301-0525-18; Amendment No. 7, Partial GMP No. 6, and Engineering Services During Construction**

**SUBJECT**

Authorize funding to Archer Western Construction, LLC in the amount of \$49,650,787 for Amendment No. 7 to the Construction Manager At-Risk (CMAR) Agreement and authorize funding to Carollo Engineers, Inc. in the amount of \$1,308,300 for Engineering Services During Construction of the work related to Guaranteed Maximum Price (GMP) No. 6, for the South Mesquite Creek Regional Wastewater Treatment Plant (RWWTP) Peak Flow and Expansion project.

**PURPOSE**

The CMAR has submitted a partial GMP No. 6 for the continuation of the 42-inch parallel force mains, ultraviolet disinfection (UV), tertiary filter, and non-potable water pump station construction and the procurement of dewatering, UV, and filter equipment. Future amendments will be presented and recommended to the Board as remaining work packages are developed, procured, and evaluated.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute Amendment No. 7 to the Construction Manager At-Risk and an Engineering Services Agreement as follows:

- CMAR: Archer Western Construction, LLC (Archer Western)
- Consultant: Carollo Engineers, Inc. (Carollo)
- Scope: Construction, Partial GMP No. 6  
Engineering Services During Construction for GMP No. 6
- Project: No. 301-0525-18, South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion

Amount: \$49,650,787 for Construction,  
\$1,308,300 for Engineering Services During Construction

Committee: This will be an item on the January 22, 2025, Wastewater  
Committee meeting agenda.

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1 High Quality Services 1.4 Reliable and Resilient Systems
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<input checked="" type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Asset Condition
<input checked="" type="checkbox"/> Capacity	<input type="checkbox"/> Redundancy/Resiliency
<input type="checkbox"/> Relocation or External Requests	<input type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

**PROJECT PURPOSE**

- Flow monitoring studies show the South Mesquite Creek RWWTP to have influent flows higher than its rated wet weather capacity of 82.5 MGD (million gallons per day). The South Mesquite Creek RWWTP Peak Flow Management preliminary design report recommended that onsite storage facilities need to be provided to store peak flows in excess of the wet weather capacity with a phased approach that will provide early peak flow relief for the facility.
- The Capacity Assessment Study of the southern service area shows the South Mesquite Creek RWWTP needs to expand from 33 MGD to 41 MGD average daily flow by 2028 to meet the growth projections through 2033.
- Provide condition assessment and criticality assessment to determine which items need to be repaired or replaced in the expansion project and which should be included in the master plan.
- A 2023 Feasibility Analysis for Conveyance Alternatives Report recommended a new Buffalo Creek Lift Station No. 2 and Buffalo Creek Parallel Force Main to convey flows from the Buffalo Creek Interceptor System to the new headworks at the South Mesquite Creek RWWTP.
- Divert Buffalo Creek Parallel Force Main and Buffalo Creek Force Main flows to a new Headworks at South Mesquite Creek RWWTP to improve peak flow management and increase wastewater conveyance capacity in the Buffalo Creek Interceptor System to accommodate growth in Forney, Heath, and Rockwall.

## PROJECT COMPONENTS

- Early peak flow relief includes upgrades to existing influent pump station no. 1, force main, and re-purposing an existing basin for peak flow storage basin no. 3.
- Peak flow management includes new parallel 42-inch force mains, new headworks facility no. 2, new peak flow storage basin no. 1, and supporting facilities.
- Expansion of the RWWTP to 41 MGD includes a primary clarifier, aeration basins, blower building, secondary sludge pump station, tertiary filters, disinfection, effluent metering, plant water pump station, solids handling, and supporting facilities.
- Approximately 10,400 feet of 42-inch force main paralleling the existing 36-inch force main from Buffalo Creek Lift Station No. 2 (BCLS2) to the South Mesquite Creek RWWTP.

## PARTIAL GUARANTEED MAXIMUM PRICE (GMP) NO. 6

- Bid Package 8 - 42-inch parallel force mains downstream section
- Bid Package 9 - UV, tertiary filter, NPW pump station construction
- Bid Package 10 - dewatering, UV, and filter equipment procurement
- Allowances for 90% to 100% design progression changes, bid exclusions, miscellaneous concrete repair and crack injection, distributions structure filter complex no. 2 modifications, additional pavement and road replacement at headworks no. 1, reprogramming of existing equipment, procurement and installation of valves and or fittings in dewatering facility, and equipment, appurtenances and materials for early incorporation of the peak wet weather flow storage basin no. 1

The total 90% CMAR estimate for the solicitation set included herein totaled \$52.99 million.

Attachment A details the costs of the bid work package, general conditions, CMAR contingency, and CMAR fee to determine the Partial GMP No. 6 associated with Amendment No. 7.

## ENGINEERING SERVICES AGREEMENT (ESA)

The ESA with Carollo Engineers, Inc. is for engineering services during construction for work related to GMP No.6 for the South Mesquite RWWTP Peak Flow Management and Expansion.

The services will consist of:

- Monthly project management and coordination
- Pre-construction and bi-weekly construction progress meetings
- Review of shop drawing submittals, requests for information, proposed change orders, payment requests, and operation and maintenance (O&M) manuals
- Site visits and structural engineer inspections
- Agency coordination, such as with City of Mesquite and the Texas Commission on Environmental Quality (TCEQ)
- Development of demolition closure plans, record drawings and update existing plant operations and maintenance (O&M) Manual
- Factory Witness Testing of the programmable logic control (PLC) hardware and software

- Start-up and commissioning support

The total contract price summary and the contract amendment summary are included as Attachment B, and project cost and schedule are included as Attachment C.

### **FUNDING**

Funding to Archer Western Construction, LLC in the amount of \$49,650,787 and to Carollo Engineers, Inc. in the amount of \$1,308,300 is to be made available utilizing the Regional Wastewater System Extendable Commercial Paper (ECP) Program as the appropriation source; issuance of ECP notes will occur as cash needs arise.

**South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion, Project No. 301-0525-18; Amendment No. 7, Partial GMP No. 6, and Engineering Services During Construction**

**Attachment A**

<b>Major Scope of Work Description – Partial GMP No. 6</b>	<b>Lump Sum Amount</b>
Bid Package 8 – 42-inch parallel force mains downstream section	\$7,149,840
Bid Package 9 – UV, tertiary filter, NPW pump station Construction	\$30,967,012
Bid Package 10 – Dewatering, UV, and Filter Equipment procurement	\$3,154,530
Allowances for 90% to 100% design progression changes, bid exclusions, miscellaneous concrete repair and crack injection, distributions structure filter complex no. 2 modifications, additional pavement and road replacement at headworks no. 1, reprogramming of existing equipment, procurement and installation of valves and or fittings in dewatering facility, and equipment, appurtenances and materials for early incorporation of the peak wet weather flow storage basin no. 1.	\$1,100,000
<b>Total Construction Cost</b>	<b>\$42,371,382</b>
<b>General Conditions (@8.5% of the Estimated Construction Costs)</b>	<b>\$3,601,568</b>
<b>Total Cost of Work</b>	<b>\$45,972,950</b>
<b>CMAR Fees (@6.5% of the Cost of Work)</b>	<b>\$2,988,242</b>
<b>CMAR Contingency (@1.5% of the Cost of Work)</b>	<b>\$689,595</b>
<b>Partial Guaranteed Maximum Price No. 6 (Sum of Total Cost of Work and CMAR Fees)</b>	<b>\$49,650,787</b>

**South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion, Project No. 301-0525-18; Amendment No. 7, Partial GMP No. 6, and Engineering Services During Construction**

**Attachment B**

<b>TOTAL CONTRACT PRICE SUMMARY</b>	
The total contract price includes a summary of all construction costs, which is the sum of all construction work, pre-negotiated pre-construction and procurement services fee, general conditions, contingency, and CMAR construction services fee.	
<b>Total Contract Price – South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion</b>	
Pre-Construction Services Fee	\$900,000
Procurement Services Fee	\$350,000
Partial GMP No. 1	\$11,944,463.24
Partial GMP No. 2	\$8,556,427.36
Change Order No. 1	\$48,117.51
Partial GMP No. 3	\$16,788,604.77
Partial GMP No. 4	\$110,349,109.09
Change Order No. 2	(\$1,553,954.45)
Buffalo Creek Parallel Force Main (BCPFM) Pre-Construction & Procurement Services Fee	\$225,000
Partial GMP No. 5	\$21,145,610.27
Partial GMP No. 6	\$42,371,382
General Conditions (@8.5% of construction costs)	\$3,601,568
CMAR Construction Services Fee (@ 6.5% of Total Cost of Work)	\$2,988,242
Contingency (@1.5% of Total Cost of Work)	\$689,595
<b>Total Contract Price – South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion</b>	<b>\$218,404,164.79</b>

<b>CONTRACT AMENDMENT SUMMARY</b>		
<b>SOUTH MESQUITE CREEK REGIONAL WASTEWATER TREATMENT PLANT</b>		
<b>Description</b>	<b>Status</b>	<b>Amount</b>
Original Agreement - Partial Pre-Construction and Procurement Services Fee	Board Approved	\$1,250,000
Amendment No. 1 – Partial GMP No. 1	Board Approved	\$11,944,463.24
Amendment No. 2 – Partial GMP No. 2	Board Approved	\$8,556,427.36
Change Order No. 1	Board Approved	\$48,117.51
Amendment No. 3 – Partial GMP No. 3	Board Approved	\$16,788,604.77
Amendment No. 4 – Partial GMP No. 4	Board Approved	\$110,349,109.09
Amendment No. 5 – (Change Order No. 2)	Board Approved	(\$1,553,954.45)
Amendment No. 6 – BCPFM CMAR Services and Partial GMP No. 5	Board Approved	\$21,370,610.27
Amendment No. 7 – Partial GMP No. 6	<b>Current Request</b>	\$49,650,787
<b>Total Contract Price</b>		<b>\$218,404,164.79</b>

**South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion, Project No. 301-0525-18; Amendment No. 7, Partial GMP No. 6, and Engineering Services During Construction**

**Attachment C**

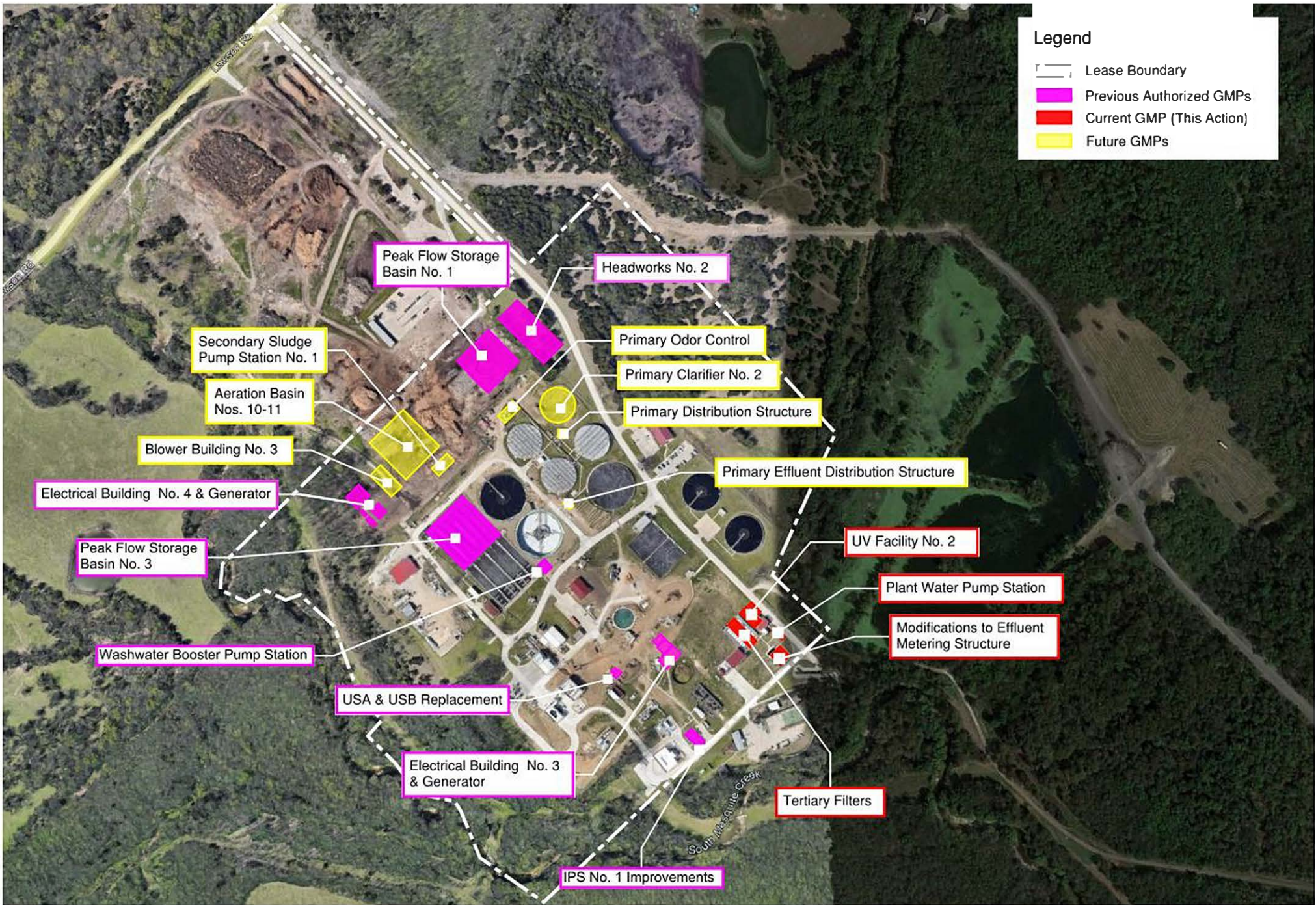
**Project Cost and Schedule  
South Mesquite Creek RWWTP Peak Flow Management and Expansion  
Project No. 301-0525-18**

<b>GMP No.</b>	<b>Description</b>	<b>Award Date</b>	<b>Amount</b>
	Original Agreement - Pre-construction and Procurement Services Fee	Oct-21	\$1,250,000
1	Early Peak Flow Material and Site Preparation	Jun-22	\$11,944,463
2	Early Peak Flow Relief Construction	Dec-22	\$8,556,427
	Change Order No. 1	Mar-23	\$48,118
3	Early Electrical Equipment	Feb-24	\$16,788,605
4	Headworks No. 2, Peak Flow Storage Basin No. 1, and Electrical Building No. 4	Jun-24	\$110,349,109
	Change Order No. 2	Aug-24	(\$1,553,954)
5	Electrical Building No. 3	Oct-24	\$21,145,610
<b>6</b>	<b>42-inch Force Mains and UV, Filters, and Solids Improvements for Expansion to 41 MGD (Current Request)</b>	<b>Current Request</b>	<b>\$49,650,787</b>
7	Primary Clarifier, Aeration Basins, and Blowers for Expansion to 41 MGD	Fall 2025	\$81,376,767
8	Site Civil, Paving, and Hydrants	Winter 2027	\$8,672,131
<b>Total Contract Price</b>			<b>\$308,228,063</b>

**Buffalo Creek Parallel Force Main  
Project No. 507-0640-24**

<b>GMP No.</b>	<b>Description</b>	<b>Award Date</b>	<b>Amount</b>
	Pre-construction and Procurement Services Fee	Oct-24	\$225,000
1	Buffalo Creek Parallel Force Main	Fall 2025	\$19,334,700
<b>Total Contract Price</b>			<b>\$19,559,700</b>









1/23/2025

Administrative Memorandum No. 25-6100

**Upper East Fork Interceptor System**

**121 Force Main Improvements; Project No. 501-0491-18; Tabulation of Bids and Award of Contract, Internal Inspection Services, and Engineering Services Agreement**

**SUBJECT**

Award a construction contract to Belt Construction of Texas, LLC in the amount of \$10,794,721, authorize internal inspection services in the amount of \$472,860, and authorize an engineering service agreement with Kimley-Horn and Associates in the amount of \$326,000 for construction phase services for the 121 Force Main Improvements project.

**PURPOSE**

Authorize construction contract for replacement of a segment of the existing 121 Force Main that has reliability issues and ongoing hydraulic constraints.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the award of contract as follows:

- Contractor: Belt Construction of Texas, LLC
- Consultant: Kimley-Horn and Associates, Inc.
- Scope: Construction Contract, Engineering Services During Construction, and Internal Inspection Services
- Project: No. 501-0491-18, 121 Force Main Improvements
- Amount: Construction Contract: \$10,794,721  
Inspection Services (Internal): \$472,860  
Engineering Services during Construction: \$326,000
- Committee: This will be an item on the January 22, 2025, Wastewater Committee meeting agenda

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.2 Successfully Deliver Capital Program 1.4 Reliable and Resilient System
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<input type="checkbox"/> Regulatory Compliance	<input checked="" type="checkbox"/> Asset Condition
<input checked="" type="checkbox"/> Capacity	<input type="checkbox"/> Redundancy/Resiliency
<input type="checkbox"/> Relocation or External Requests	<input type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

**PROJECT PURPOSE**

- Replace a segment of the existing 121 Force Main and increase conveyance capacity in the 121 Force Main from the Preston Road Lift Station to a point on the existing 121 Force Main located approximately 1,500 linear feet west of Coit Road.

**PROJECT COMPONENTS**

- Construction of approximately 12,500 linear feet of 36-inch force main and associated appurtenances.
- Grouting and abandonment of approximately 9,600 linear feet of 30-inch force main and removal of approximately 3,200 linear feet of 30-inch force main.

**TABULATION OF BIDS**

Sealed bids for construction of the 121 Force Main Improvements were received at 2:00 p.m. on Thursday, December 12, 2024, as tabulated below:

<b>Bidder</b>	<b>Total Bid</b>	<b>Recommendation</b>
Belt Construction of Texas, LLC	\$10,794,721.00	Lowest responsible bid Recommended for Award
Mountain Cascade of Texas, LLC	\$11,220,041.00	
Wilson Contractor Services, LLC	\$11,753,379.95	
BRCT, LLC dBA Black Rock Construction	\$16,229,844.75	
Western Municipal Construction of Texas, LLC	\$17,766,857.00	
Thalle Construction Co., Inc.	\$18,006,881.00	
Canary Construction, Inc.	\$18,901,045.00	

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ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (OPCC) \$18,160,000.00

The cost difference between the low bid and the OPCC was primarily due to the more aggressive production rate for the pipe and tunnel installation, a manhole for the plug valves that was removed late in design, and a 15% contingency carried in the final OPCC.

#### LOWEST RESPONSIBLE BIDDER HISTORY

Belt Construction of Texas, LLC has successfully completed several or is currently in construction on several projects for NTMWD and other utilities:

- NTMWD Project No. 101-607B-22, Waterline Relocations along State Highways in Dallas, Rockwall and Kaufman Counties (currently in construction)
- NTMWD Project No. 301-508A-18, Wilson Creek Regional Wastewater Treatment Plant (RWWTP Plant Drain Improvements (completed October 2023)
- NTMWD Project No. 501-0439-16, Beck Branch Parallel Interceptor (completed May 2021)
- NTMWD Project No. 401-0438-16, 121 Regional Disposal Facility (121 RDF) Gravity Sewer, Leachate Pump Station and Force Main (completed March 2018)
- NTMWD Project No. 101-0262-11, Replacement Section of the North Plano Pipeline (completed May 2015)
- City of Pflugerville, Secondary Colorado River Raw Water Line Package 4
- City of Frisco, Pather Creek Interceptor Improvements
- City of Fort Worth, Lake Arlington 42-Inch Force Main Part 1 and Part 2
- City of Midland, Northeast Sewer Line
- Texarkana Water Utilities, Nix Creek Sewer Improvements
- City of Crossett, East Crossett Sewer Improvements
- City of Hutchins, Southern Force Main
- City of Frisco, Upper Reuse 24-Inch Pipeline Phase 2
- Northwest Arkansas Conservation Authority, Little Osage Creek Sewer Improvements, Bentonville, AR

Based on their standing as the lowest responsible bidder, the information provided, and reports by the supplied references, the NTMWD staff and Kimley-Horn and Associates, Inc. recommend the award of the contract to Belt Construction of Texas, LLC.

#### ENGINEERING SERVICES AGREEMENT

Engineering services during construction for the 121 Force Main Improvements project are based on a planned 20-month construction duration in the amount of \$326,000.

- Monthly project management and coordination
- Review of shop drawing submittals, request for information, proposed change orders, and operation and maintenance (O&M) manuals

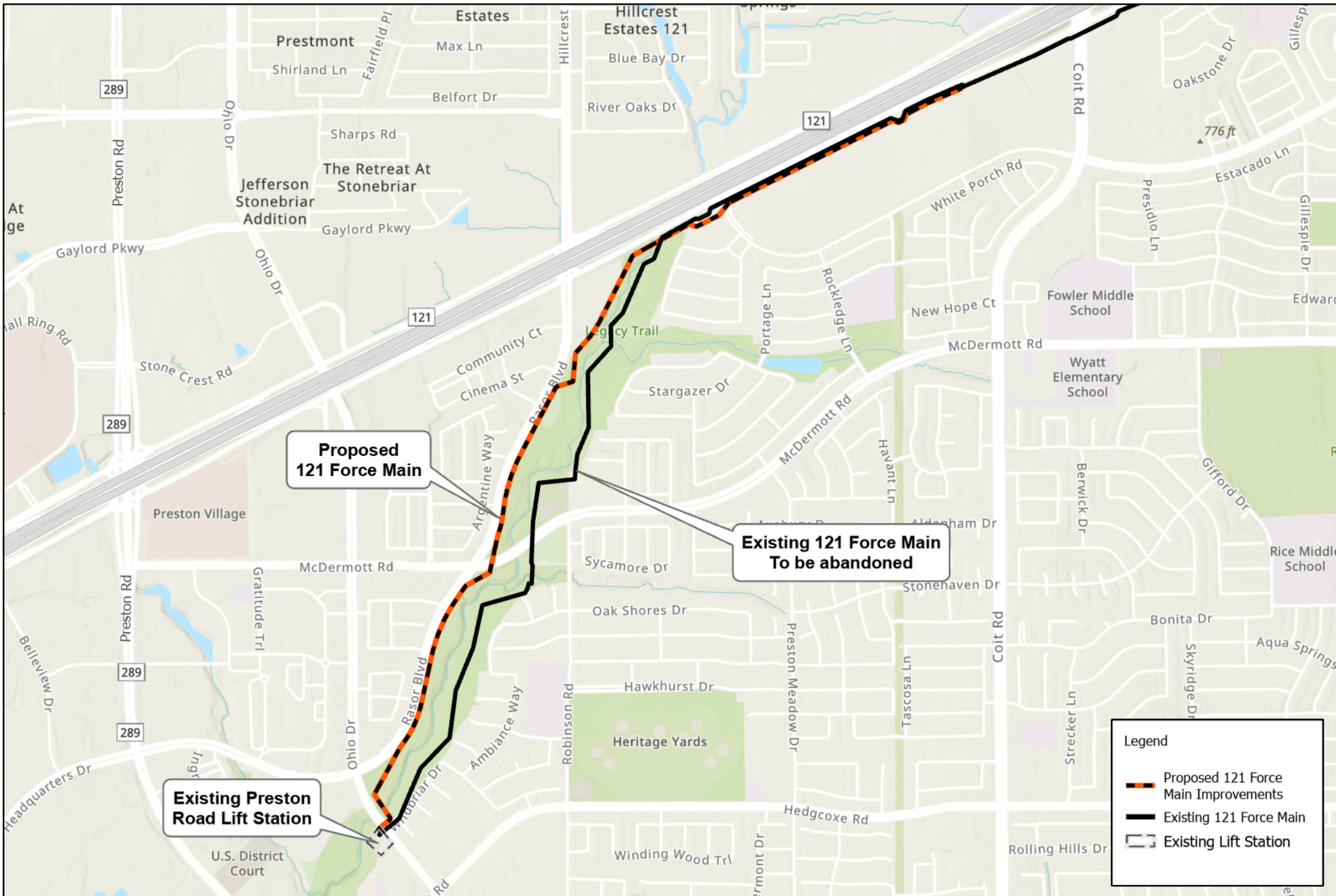
- Review contractor's monthly progress payment requests
- Site visits and construction meetings
- Startup assistance and substantial and final completion inspection
- Development of record drawings and updated equipment list

#### INTERNAL INSPECTION SERVICES

NTMWD will utilize its own inspection staff to cover all inspection tasks. The cost to the NTMWD related to this internal inspection coverage is approximately \$472,860.

#### **FUNDING**

Funding to Belt Construction of Texas, LLC in the amount of \$10,794,721, Kimley-Horn and Associates, Inc in the amount of \$326,000 and NTMWD internal inspection services in the amount of \$472,860 is to be made available utilizing the Upper East Fork Interceptor System Extendable Commercial Paper (ECP) Program as the appropriation source; issuance of ECP notes will occur as cash needs arise.



## 121 Force Main Improvements Project No. 501-0491-18





1/23/2025

Administrative Memorandum No. 25-6101

**Regional Solid Waste System**

**Parkway Transfer Station Conversion to Top Load; Project No. 401-0447-16; Outsourced Inspection Services Agreement, and Authorize Internal Inspection Services**

**SUBJECT**

Authorize Outsourced Inspection Services to Foster CM Group, Inc. in the amount of \$868,400 and Internal Inspection Services in the amount of \$18,000.

**PURPOSE**

This project will improve the efficiency of the Parkway Transfer Station by reconfiguring the operational flow to utilize a top-load method, moving waste directly from the tipping floor into the transfer truck trailer as it waits in a lower-level tunnel.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute inspection services as follows:

- Consultant: Foster CM Group, Inc.
- Scope: Outsourced and Internal Inspection Services
- Project: No. 401-0447-16, Parkway Transfer Station Conversion to Top Load
- Amount: Outsourced Inspection Services: \$868,400  
Internal Inspection Services: \$18,000
- Committee: This was an item on the September 25, 2024, Solid Waste Committee meeting agenda

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.4 - Provide Reliable and Resilient Systems
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<input type="checkbox"/> Regulatory Compliance	<input checked="" type="checkbox"/> Asset Condition
<input checked="" type="checkbox"/> Capacity	<input type="checkbox"/> Redundancy/Resiliency
<input type="checkbox"/> Relocation or External Requests	<input checked="" type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

**PROJECT PURPOSE**

- Parkway Transfer Station (Parkway) currently utilizes compactor technology, which loads and compresses solid waste through the rear of the transfer trailer by means of a hydraulic ram compactor. A loading configuration that incorporates top load technology, in which the trailer is stationed in a tunnel under an opening in the tipping floor and loaded by pushing waste into the opening, is faster and more cost-efficient.
- Both the Custer Road and Lookout Drive transfer stations currently utilize top load technology. Once Parkway is complete, all transfer stations in the NTMWD Regional Solid Waste System will be top load facilities.
- In November 2016, the Board of Directors approved Administrative Memorandum No. 4777 authorizing an engineering services agreement for the permitting phase of this effort.
- In April 2022, the Board of Directors approved Consent Agenda Item No. 22-04-05 authorizing an engineering services agreement for the final design phase of this effort.
- In December 2024, the Board of Directors approved Administrative Memorandum No. 24-6094 authorizing a construction contract with Anchor Construction, LLC.

**PROJECT COMPONENTS**

- Demolition of existing scale house, scale, push pits, and compactor equipment at the transfer station.
- Construction of a new scale house and scale at the entrance to the facility.
- Construction of a loading tunnel with a multi-axle scale for more efficient top-load operations.
- Demolition and replacement of the tipping floor concrete.
- Expansion of paved areas to facilitate increased member city civilian and solid waste traffic to the facility.

#### OUTSOURCED INSPECTION SERVICES

- Act as the on-site Owner's Representative, performing daily construction observations, quality assurance (QA) inspections, and ensuring contractor adherence to plans and specifications.
- Attend and facilitate project meetings, maintain communication with all stakeholders, and coordinate activities, including testing, connections, and facility interruptions.
- Document and review project records, such as daily reports, requests for information (RFIs), change orders, submittals, and as-built drawings, ensuring accuracy and compliance.
- Participate in substantial and final completion inspections, prepare and verify punch lists, and assist with equipment training, startup, and project closeout.
- Review contractor schedules, pay estimates, and project changes, providing feedback and ensuring proper documentation and testing coordination.

The initial term of these services is eighteen months. At that point the services and ongoing needs of the District will be reassessed for possible extension.

#### INTERNAL INSPECTION SERVICES

NTMWD will provide one Senior Inspector to supervise external inspection services. The cost to NTMWD related to this internal inspection coverage is estimated at \$18,000.

#### **FUNDING**

The Regional Solid Waste System Capital Improvement Fund will provide funding of \$868,400 to Foster CM Group, Inc. and \$18,000 for NTMWD Internal Inspection Services.





**Regional Solid Waste System**  
**Parkway Transfer Station Conversion to Top Load**  
**Project No. 401-0447-16**





1/23/2025

Administrative Memorandum No. 25-6102

**Regional Water System**

**Preliminary Development Agreement with Texas Land and Lakes**

**SUBJECT**

Authorize execution of a Preliminary Development Agreement with Texas Land and Lakes, LLC, its subsidiary Bois d’Arc Lake Pointe LLC, to construct and use shoreline improvements on NTMWD property adjacent to Bois d’Arc Lake for residential purposes and authorize the subsequent execution of a Lease and Use Agreement with the future property owners association (POA) who will own the improvements as required by the Preliminary Development Agreement.

**PURPOSE**

Bois d’Arc Pointe, LLC is a residential property developer that wishes to construct certain improvements and to use NTMWD property adjacent to Bois d’Arc Lake for its residential development called Bois d’Arc Lake Pointe. The NTMWD Bois d’Arc Lake Shoreline Management Plan (the “Plan”) allows for such improvements and provides that shoreline uses associated with planned residential developments may be authorized by separate agreements.

**RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute a Preliminary Development Agreement with Bois d’Arc Pointe, LLC and the Lease and Use Agreement required by the Preliminary Development Agreement with the future property owners association, as follows:

- Consultant: Bois d’Arc Lake Pointe, LLC
- Scope: Preliminary Development Agreement
- Project: 5-years

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	3.2 Engaged Members, Customers and Stakeholders
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<input type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Asset Condition
<input type="checkbox"/> Capacity	<input type="checkbox"/> Redundancy/Resiliency
<input checked="" type="checkbox"/> Relocation or External Requests	<input type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input checked="" type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

- Bois d’Arc Lake (the Lake) is a water supply reservoir developed to meet the needs of the NTMWD’s Member Cities and Customers.
- Given the importance of the Lake as a significant public water supply source for the NTMWD, the NTMWD Board of Directors adopted Resolution 20-53 Authorizing the Adoption, Implementation and Enforcement of the Bois d’Arc Lake Shoreline Management Plan (the “Plan”) to protect and manage the Lake shoreline, protect and maintain water quality within the Lake, promote the safe use of the shoreline and waters by the general public, and allow for some recreational uses to support the economy of Fannin County.
- The Plan establishes guidelines and standards for public and private uses and improvements on NTMWD-owned property along the Bois d’Arc Lake shoreline.
- In December 2023, Administrative Memorandum 23-5974 authorized amendments to the Plan to reflect current administrative systems and processes, update agreement templates, and provide additional guidance to future applicants seeking approval for certain shoreline uses and improvements.
- Texas Land and Lakes is a residential property development company that owns approximately 180 acres through its subsidiary, Bois d’Arc Lake Pointe, LLC (the Developer).
- This residential development, called Bois d’Arc Lake Pointe, is subject to rules and regulations established by Bois d’Arc Lake Pointe POA (POA).
- Bois d’Arc Lake Pointe residential development abuts NTMWD property at Bois d’Arc Lake. The Developer wishes to construct certain improvements on NTMWD property for use by future residents.
- The Plan provides that such improvements for planned residential developments shall generally conform to the requirements of the Plan and may be authorized through individual agreement(s).
- NTMWD has received an application package from the Developer, which includes proposed improvements that generally conform to the requirements of the Plan.



- NTMWD and its legal counsel have applied the approved agreement templates in the Plan to create a Preliminary Development Agreement to facilitate the construction of these community improvements and the use of NTMWD property by the Developer and future residents.
- The Preliminary Development Agreement requires the Developer and POA to enter into a Lease and Use Agreement with NTMWD once construction of the improvements is complete to NTMWD's satisfaction.
- The subsequent Lease and Use Agreement must conform to the draft included as an attachment to this Preliminary Development Agreement, and this action authorizes the Executive Director to enter into that subsequent agreement with the Developer and POA.

### **KEY COMPONENTS OF THE PRELIMINARY DEVELOPMENT AGREEMENT**

- Agreement term of 5 years
- Authorizes the following construction activities and improvements, which shall generally conform to the NTMWD Bois d'Arc Lake Shoreline Management Plan:
  - Two (2) docks with solar-powered lighting accessible to certain residents consisting of the following number of boat slips:
    - Dock 1 - 26 slips
    - Dock 2 - 26 slips
    - Dock 3 - 8 slips
  - Access paths to each dock
  - Access path and picnic table at each waterfront lot
  - Shoreline erosion control structures adjacent to each dock
  - Vegetation modification within defined areas and limits
- Annual fees to be paid to NTMWD during the initial term of the agreement as follows:
  - Year 1 = \$31,687
  - Years 2-5 = \$9,750
- Additional fees may be assessed as a result of any changes to this agreement requested by the Developer
- List of fines that may be levied against the Developer and/or POA for certain violations, as well as additional remedies for non-compliance
- Requirements for construction of improvements and use of NTMWD property to protect water quality and ensure compliance with the Plan
- Requires and authorizes execution of a subsequent Shoreline Lease and Use Agreement with the Developer and the POA upon completion of construction
- Includes defined areas in which the POA will allow residents to seek separate, future approvals from NTMWD for docks associated with individual private lots
- The agreement will substantially conform to the attached draft with a final improvement determination based on actual field conditions

### **FUNDING**

No funding is requested.

**PRELIMINARY DEVELOPMENT AGREEMENT BETWEEN THE NORTH TEXAS  
MUNICIPAL WATER DISTRICT AND BOIS D'ARC POINTE, LLC.**

This Preliminary Development Agreement (“Agreement”) is entered into this \_\_\_\_ day of January, 2025 (the “Effective Date”) by and between North Texas Municipal Water District (“NTMWD”), a wholesale water and wastewater provider that owns and operates Bois d’Arc Lake (the “Lake”) in Fannin County, Texas, and Bois d’Arc Pointe, LLC (“Developer”) seeking to develop approximately 180.248 acres for Bois d’Arc Pointe, LLC. of property adjacent to the Lake (the “Property”) (collectively “Party” or “Parties”).

**RECITALS**

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 62, Acts of the 52<sup>nd</sup> Legislature, 1951 (Article 8280-141, Vernon’s Texas Civil Statutes) and other applicable laws;

WHEREAS, Developer owns the Property and plans to construct facilities and enter into agreements affecting the Property before the Property is ultimately transferred to Bois d’Arc Pointe Property Owners Association, Inc., (the “Association”);

WHEREAS, Developer intends to develop the Property as a master-planned community for residential and recreational use (the “Development”);

WHEREAS, the Developer has obtained preliminary plat approval for the Development from Fannin County and will be selling lots to third parties;

WHEREAS, prior to the sale of lots within the Development, the Developer predetermined areas adjacent to certain lots where future owners may request a Lease and Use Agreement from NTMWD;

WHEREAS, the Developer disclosed those predetermined areas to lot owners at the time of sale and lot owners may not request a Lease and Use Agreement from NTMWD outside of those predetermined areas without prior approval from the Developer or Association.

WHEREAS, Developer plans to transfer the common areas of the Development identified in **Exhibit A** to the Association after the Developer has completed the construction of the improvements and facilities on the Property;

WHEREAS, the Association’s covenants, conditions, and restrictions for the Development are attached hereto as **Exhibit A** (“CC&Rs”);

WHEREAS, control of the Association will transfer to individual lot owners after the Control Transfer Date as stated in the CC&Rs; and all construction of the improvements and the Project (defined below) has been completed;

WHEREAS, the Development is adjacent to the Lake that is owned and operated by NTMWD;

WHEREAS, NTMWD owns the property below the 541 feet mean sea level (“MSL”) of the Lake and owns a Permanent Flowage and Flood Easement (the “Easement”) located between the 541 MSL and 545 MSL elevations across the Property (the “Shoreline”);

WHEREAS, as part of the Development, Developer seeks to make certain improvements to the Shoreline such as community docks and pathways as described in **Exhibit A** (the “Project”);

WHEREAS, before the Project proceeds, Developer must obtain authorization for the Project from NTMWD, as the owner and the Easement holder of the Shoreline; and

WHEREAS, the Parties seek to enter into an agreement to authorize the Project and effect the transfer of the Project to the Association.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows:

#### **AGREEMENT**

1. **PURPOSE.** The purpose of the Agreement is to establish a preliminary development agreement for Developer to begin construction of the Project contingent upon the Association and Developer subsequently entering into a Shoreline Lease and Use Agreement with NTMWD, as further provided herein, and enforcing the CC&Rs.
2. **EFFECTIVE DATE.** This Agreement is effective as of the date first written above.
3. **PROJECT ACTIVITIES.** All Project activities identified in **Exhibit A** may not begin until the following conditions occur: (1) the Developer and its contractors meet with NTMWD to obtain approval to commence work on the Project activities in **Exhibit A**; and (2) NTMWD approves of the Project activities and issues Developer written authorization to work on the Project activities. Any deviations from the Project activities identified in **Exhibit A** require prior written approval by NTMWD after Developer submits a request to NTMWD for a deviation in writing. NTMWD has forty-five (45) days to review any deviation request and respond to the request from Developer. Anything not expressly authorized in writing by NTMWD as a Project activity or an approved deviation from a Project activity is expressly prohibited.
4. **PROJECT ABANDONMENT.** Abandonment of the Project occurs in either of the following situations: (1) failure to maintain the Project within the terms of the Agreement; or (2) failure to comply with Sections 6 and 7 of the Agreement (“Abandonment”). In the event of Abandonment of the Project, Developer shall be required to remove any improvements associated with the Project and restore the Shoreline to the satisfaction of NTMWD within thirty (30) days of receiving written notice from NTMWD requiring removal and restoration. In the event Developer shall fail to remove said improvements associated with the Project and restore the Shoreline, NTMWD shall have the option to take over the improvements without compensation to Developer, or to remove the

improvements and perform the restoration at the expense of Developer, and Developer shall have no claim against NTMWD or its officers or agents for such action and no refund by NTMWD of any fee theretofore paid shall be made. Developer shall reimburse NTMWD for any and all costs associated with NTMWD's removal of improvements and restoration within thirty (30) days of NTMWD's request for reimbursement.

5. **DEADLINE FOR COMPLETION.** The deadline for completion of the Project is one year from the latest date of NTMWD's notices to proceed to Developer as provided in Sections 3 and 4. If the Project is not complete by the one-year deadline, NTMWD has the authority to remove any improvements from the Property and terminate this Agreement effective immediately.
6. **EXTENSION OF DEADLINE FOR COMPLETION.** At NTMWD's sole discretion, the deadline for completion may be extended. For such an extension to be considered, Developer must submit a written extension request to NTMWD at least thirty (30) days before the expiration of the deadline for completion. NTMWD has thirty (30) days to grant or deny Developer's extension request.
7. **DREDGING, EXCAVATION, AND REGRADING ACTIVITIES.** Developer is responsible for notifying NTMWD and obtaining written authorization from NTMWD before every individual dredging, excavation, or regrading project commences on the Shoreline. Any activities are limited to those approved activities included in **Exhibit A**. Notification includes as follows: (1) written acknowledgement that Developer has complied with all applicable local, state, and federal laws and regulations; (2) the estimated start date and end date for the dredging, excavation, or regrading activity; (3) a point of contact and contact information for every dredging, excavation, or regrading activity; and (4) a description of the specifications and construction methods to be employed during the dredging, excavation, or regrading activity. NTMWD has the authority to reject any proposed construction methods proposed by Developer for the Project.
8. **ASSOCIATION TO SIGN SHORELINE LEASE AND USE AGREEMENT.** Developer agrees to include the Shoreline Lease and Use Agreement for the Association's signature during the transfer of assets, including but not limited to the transfer of all real property, personal property, fixtures and any other improvements on the Shoreline, from Developer to the Association (the "Transfer"). The Shoreline Lease and Use Agreement is attached as **Exhibit B**, which may be revised by NTMWD in its sole discretion. Any revised version of the Shoreline Lease and Use Agreement included in **Exhibit B** shall be substantially similar to the version included in **Exhibit B**. Developer agrees to include a provision in the agreement(s) regarding the Transfer from Developer to the Association that requires the Association and the Developer to execute the Shoreline Lease and Use Agreement simultaneously at the time of execution of the agreement(s) regarding the Transfer. Developer is solely responsible for paying any fees required under the Bois d'Arc Lake Shoreline Management Plan ("SMP"), including but not limited to application fees for the Shoreline Lease and Use Agreement.

9. **FINANCIAL ASSURANCES.** Developer, at its own expense, shall procure and maintain for the duration of the design and construction phase of the Project, a performance bond in an amount of not less than \$1,899,500 for construction of the Project (the "Performance Bond"). The amount covered must be sufficient to cover the entire cost of the Project, and cover the cost needed to remove any Project activities on the Shoreline and restore the Shoreline to its original condition in the event of Abandonment of the Project. Developer must maintain the Performance Bond until all construction of the improvements and the Project has been completed. The Performance Bond shall be on forms reasonably acceptable to NTMWD. The Performance Bond shall be executed by a surety company authorized to do business in the State of Texas and listed in the current Federal Department of Treasury Circular 570. Developer shall provide evidence of the Performance Bond within ten (10) days following the Effective Date.
10. **OPERATION, MAINTENANCE, REPAIR, & REPLACEMENT.** The operation, maintenance, repair, or replacement of the Project authorized by this Agreement shall be performed at no cost or expense to NTMWD and subject to the express written approval of NTMWD. Anything not expressly authorized in writing by NTMWD as a Project activity or an approved deviation from a Project activity is expressly prohibited. Upon the completion of any of such operation, maintenance, repair, or replacement, Developer shall immediately restore the Shoreline to the satisfaction of NTMWD. The use and occupation of the Shoreline for the purposes herein granted shall be subject to NTMWD's property ownership rights, the policies as set forth in the SMP, and to all applicable federal, state, and local laws and regulations. If the Project is removed for storage or extensive maintenance, NTMWD may require portions of the Project be removed from the Shoreline. Further, Developer agrees to operate and maintain the Project and/or use in a manner so as to provide safety, minimize any adverse impact on fish and wildlife habitat, and natural, environmental, or cultural resource values, and in a manner so as to minimize the degradation of water quality.
11. **IMPROVEMENT STANDARDS.** Unless otherwise authorized in Sections 3 and 4 of this Agreement, docks and other permitted improvements must conform to the standards found in the SMP and **Exhibit A**. These standards address electrical service and lighting, signage, improvement size and length, improvement location and spacing, orientation of the improvement to the Shoreline, improvement maintenance, and other features and amenities as described in the SMP. Any deviation from the SMP requirements will be considered a breach of this Agreement.
12. **FLOATS AND FLOTATION MATERIALS.** Floats and the flotation material for all docks shall be fabricated of materials manufactured for marine use and in accordance with the approved plans in **Exhibit A**. The float and its flotation material shall be one hundred (100) percent warranted for a minimum of eight (8) years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. All floats shall resist puncture and penetration and shall not be subject to damage by animals under normal conditions for the area. All floats and the flotation material used in them shall be fire resistant. The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.



13. **ANCHORING.** The gangways to boat docks, fishing piers, or any other overwater structure shall be securely attached to the shore in accordance with the approved plans by means of moorings that do not create tripping hazards along the shoreline or adversely affect the natural terrain or vegetation. Anchoring to vegetation is prohibited.
14. **AGREEMENT DISPLAY TAG.** The Agreement Display Tag shall be posted at the Project and/or on the land areas covered by the Agreement so that it can be visually checked with ease in accordance with instructions provided by NTMWD.
15. **CONSTRUCTION DISPLAY SIGN.** During the period in which Developer is building roads, docks, and amenities, including site preparation, Developer is required to post a construction display sign from NTMWD. This is required in addition to the required construction notification, and other notifications, permits, and authorizations required by local, state, and federal laws, including but not limited to, obtaining and posting notice of any required construction stormwater general permit.
16. **PROHIBITED ITEMS.** Treated landscape timbers or the storage, transfer, or use of hydrocarbons or other petrochemical products, paint, pesticides, herbicides, or any other toxic or hazardous materials are not allowed on the Shoreline or the Lake.
17. **ELECTRICAL SAFETY AND COMPLIANCE.** Developer shall comply with all applicable federal, state, county, municipal laws, ordinances, and regulations wherein the permitted facilities/activities are located, including, but not limited to, the provisions of the latest edition of the National Electrical Code (NEC). Failure to abide by these applicable laws and regulations may be cause for revocation of this Agreement.
18. **POLLUTION PREVENTION.** Within the limits of their respective legal powers, the Parties hereto shall protect the Shoreline against pollution of its air, ground, and water. Developer shall promptly comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency (“EPA”), the United States Army Corps of Engineers (“USACE”), the Texas Commission on Environmental Quality (“TCEQ”), or any federal, state, or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Shoreline is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said EPA, USACE, TCEQ, or any federal, state, or local governmental agency are hereby made a condition of this Agreement. Developer shall not discharge waste or effluent from the Shoreline in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
19. **PESTICIDES AND HERBICIDES.** The use of any pesticides or herbicides within the Shoreline and the Lake shall be in conformance with all applicable federal, state, and local laws and regulations. Developer must obtain approval in writing from NTMWD before any pesticides or herbicides are applied to the Shoreline and the Lake.

20. **ENVIRONMENTAL IMPACT.** Developer will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from Developer's activities, Developer shall be required to restore the damaged resources.
21. **TIMBER CLEARING.** Unless expressly authorized under Sections 3 and 4 of this Agreement, no timber above the 534 MSL contour shall be cleared. Standing timber below the 534 MSL contour may be cleared only if approved through this Agreement after Developer submits a timber clearing proposal to NTMWD. Developer shall provide documentation of coordination with the USACE in accordance with the procedures described in the SMP. Such USACE coordination shall only occur after NTMWD has reviewed the timber clearing proposal and provided direction to engage in such coordination. Any timber clearing authorized under this Agreement must be in compliance with any required USACE approvals, authorizations, or permits. Timber clearing shall be approved by NTMWD in writing and shall be in accordance with the Clean Water Act Section 404 Permit for Bois d'Arc Lake as provided in the SMP. Timber clearing not approved by NTMWD in writing is prohibited and any prohibited timber clearing shall be considered a breach of this Agreement.
22. **AGREEMENT FEES.** Developer shall pay, in advance, to NTMWD, compensation in accordance with **Exhibit C**. Fees are subject to change upon renewal of the Agreement.
23. **DEVELOPER COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.** It is Developer's sole responsibility for ensuring its performance of this Agreement complies with all local, state, and federal regulations. NTMWD shall not be responsible for ensuring Developer's compliance with these laws and regulations.
24. **WAIVER OF ANY TAKINGS CLAIM.** Developer **WAIVES ANY CLAIM IT MAY NOW OR IN THE FUTURE HAVE AGAINST NTMWD FOR A STATE OR FEDERAL "TAKINGS" or "INVERSE CONDEMNATION"** of either the Project or the portion of the Shoreline on which the Project is located resulting from Lake levels being inconstant or from flooding, high water, drought, or similar occurrence, even if any of these occurrences is caused or alleged to be caused, in whole or in part, by NTMWD, whether through NTMWD's negligence or otherwise.
25. **INDEMNIFICATION.** NTMWD shall have no liability whatsoever, either to Developer, Developer's successors, assigns, guest invitees or any other third party, for property damage to Developer's Project or the contents thereof, caused by inundation or flooding of the property or the effects of drought, **EVEN IF CAUSED BY NTMWD'S NEGLIGENCE.** NTMWD shall not be liable to Developer or Developer's contractors, subcontractors, guests, visitors, invitees or to any other person whomsoever, for any injury to person or damage to property on or about the Property due to **ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, INUNDATION OR FLOODING OF THE PROPERTY OR THE EFFECTS OF DROUGHT,** and Developer agrees to indemnify NTMWD and hold it harmless from any loss, expenses, or claims including attorney's fees, arising out of any such damage or injury, **INCLUDING**

**INJURY TO PERSON OR DAMAGE TO PROPERTY THE SOLE OR CONTRIBUTING CAUSE OF WHICH IS THE NEGLIGENCE OF NTMWD.** If any action or proceeding is brought against NTMWD by reason of any such claim, Developer, upon notice from NTMWD, will defend such action or proceeding with counsel acceptable to NTMWD.

26. **RELEASE & ASSUMPTION OF RISK.** Developer acknowledges that Bois d’Arc Lake is not a “constant level” or “controlled level” lake and is **SUBJECT TO DROUGHT OR FLOODING WITHOUT WARNING.** Developer acknowledges and agrees that the Property is being improved upon “**AS-IS, WHERE-IS,**” with all defects, whether known or unknown. Developer recognizes the risk inherent in constructing improvements in close proximity to, and over, the Lake because of the risks associated with flooding, high water, and drought conditions. These risks include, but are not limited to, lake level fluctuations resulting in improvements, such as docks, being completely unusable during flood or drought conditions, which can extend over months or years, as it relates to multi-year drought conditions. As a condition of, and in consideration for, NTMWD’s entering into this Agreement, as between NTMWD and Developer, Developer **AGREES TO ASSUME ALL RISK** of destruction of or damage to any improvements and the property of Developer or third parties located on the Property and to assume all risk of bodily injury or death to any person on the Property associated with the Project resulting from any cause. As part of the assumption of risk, Developer, for itself and its heirs and assigns, **EXPRESSLY RELEASES NTMWD FROM ALL LOSS, COSTS, AND LIABILITY FOR (1) DAMAGE OR DESTRUCTION TO ANY OF ITS PROPERTY LOCATED ON OR AT THE PROPERTY RESULTING FROM ANY CAUSE AND (2) BODILY INJURY OR DEATH TO DEVELOPER OR ANY CONTRACTOR OR SUBCONTRACTOR OR OTHER PERSON AT THE PROPERTY.**
27. **NO GOODS OR SERVICES PROVIDED TO NTMWD.** The Parties agree that pursuant to this Agreement Developer is not providing any “good or services” to NTMWD and this Agreement is not a contract subject to Chapter 271, Subchapter I of the Texas Local Government Code because no “goods or services,” as such terms have been interpreted by courts in the State of Texas, are provided by Developer to NTMWD pursuant to this Agreement.
28. **DAMAGE TO SHORELINE.** Developer shall be liable for any and all damage that may be caused to the Shoreline by the activities of Developer, or individual property owners of the Development, under this Agreement and shall exercise due diligence in the protection of all property located on the Property against fire or damage from any and all other causes. Any property of NTMWD damaged or destroyed by Developer, or individual property owners of the Development, incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by Developer or the individual property owner of the Development to a condition satisfactory to NTMWD, or at the election of NTMWD, reimbursement made therefore by Developer in an amount necessary to restore or replace the property to a condition satisfactory to NTMWD.

29. **NTMWD's ACCESS TO SHORELINE.** The right is reserved to NTMWD, its officers, agents, and employees to enter upon the Shoreline at any time and for any purpose necessary or convenient in connection with NTMWD work, to make inspections, to remove any material, except property of Developer approved for use on the Shoreline, and/or to make any other use of the lands as may be necessary in connection with NTMWD purposes, and Developer shall have no claim for damages on account thereof against NTMWD or any officer, agent, or employee thereof. NTMWD's authorized representative shall be allowed to cross the Property, as necessary, to inspect the Project. NTMWD will notify Developer of any deficiencies noted and will establish a schedule for their correction. No deviation or changes from approved plans for the Project will be allowed without prior written approval of NTMWD. Any deviations from the Project must be approved in writing by NTMWD after Developer submits a request to NTMWD for a deviation in writing. NTMWD has forty-five (45) days to review and respond to the request from Developer. Notwithstanding the foregoing, if NTMWD determines during an inspection that a noncompliance issue concerns a significant imminent threat to the environment or public health, safety, and general welfare, NTMWD may take whatever action necessary within the authority of NTMWD to eliminate such threat, including but not limited to, requiring Developer to immediately address the noncompliance issue.
30. **LAKE AND SHORELINE ACCESS.** All watercraft must be launched from a NTMWD-approved ramp or a dock. This excludes non-motorized watercraft such as kayaks, canoes, and stand up paddle boards. Unless otherwise approved, neither Developer nor individual lot owner may build a boat ramp or use any of their property to launch a watercraft except as set forth herein.
31. **PROPERTY LINE AND SIDE YARD DELINEATION.** For this Agreement, Developer will delineate the boundary line between NTMWD-owned property and Developer's property in a visibly clear, but unobtrusive manner approved by NTMWD and in accordance with the SMP. Developer will also identify the intersection of the projected side yard line and the 534 MSL as depicted in the exhibit to this Agreement.
32. **SHORELINE MAINTENANCE.** NTMWD is under no obligation to Developer to maintain the Shoreline. Developer is responsible for maintaining the Shoreline in a clean and sanitary manner, including removing trash and other natural debris. Unless expressly authorized by this Agreement, Developer is responsible for acting in accordance with the SMP. Any materials and refuse from maintenance and repair activities are to be removed from the Shoreline and the Lake immediately upon completion of such activities.
33. **CULTURAL RESOURCES.** Developer shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity on NTMWD-owned property. In the event such items are discovered on NTMWD-owned property, Developer shall immediately notify NTMWD and protect the site and material from further disturbance until NTMWD authorizes any further activity.

34. **COMMERCIAL ACTIVITIES PROHIBITED.** No attempt shall be made by Developer to forbid the full and free use by the public of all waters adjacent to the Shoreline. No charge may be made for use by others of the Shoreline or the Lake nor shall commercial activities, including any form of advertising, be conducted thereon.
35. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** This Agreement is subject to all applicable federal and state laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, including, but not limited to, the provisions of the latest edition of the National Electrical Code (NEC). Nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction. This Agreement does not authorize any injury to private property or invasion of private rights or any infringement of local, state or federal laws or regulations, nor does it obviate the necessity of obtaining local, state, or federal assent required by law for the operation, use, maintenance, or repair of the Improvement and/or use.
36. **RULES AND REGULATIONS.** The Property shall be expressly subject to all rules and regulations promulgated by NTMWD for the construction, use, maintenance, and enjoyment of the Property, including without limitation, all regulations and requirements of NTMWD, now or hereafter enacted. By signing this Agreement, Developer specifically acknowledges that it has read the applicable requirements of the Bois d'Arc Lake Rules and Regulations, the SMP, and the Fannin County Zoning Regulations and agrees that Developer's use of the Property shall at all times be in compliance with such plans and regulations.
37. **TERMINATION OF AGREEMENT.** Before NTMWD may terminate the Agreement, NTMWD must send a notification to Developer informing Developer of NTMWD's grounds for termination of the Agreement and giving Developer sixty (60) days to address and cure such grounds for termination. If the time period to cure has passed without Developer taking the required curative action, NTMWD may mail a notice to terminate to Developer by certified letter. The termination of the Agreement is effective as of the date of the termination letter. Unless terminated earlier, this Agreement shall terminate upon the Association's execution of the Shoreline Lease and Use Agreement.
38. **REMEDIES.** It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies, including termination as provided in Section 39, existing at law or in equity may be availed of by any Party hereto and shall be cumulative.
39. **NOTICE.** Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by electronic mail, addressed to the

Party to be notified at the email address provided below. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the contact information of the Parties shall, until changed as hereinafter provided, be as follows:

If to Developer, to:                      Bois d'Arc Pointe, LLC.  
Marcus Smith, President  
1430 Valwood Parkway, Suite 120  
Carollton, Texas 75006  
214-974-9400  
msmith@texaslandandlakes.com

If to NTMWD, to:                            Jennafer P. Covington  
Executive Director/General Manager  
North Texas Municipal Water District  
P.O. Box 2408  
Wylie, Texas 75098  
972-442-5405  
jcovington@ntmwd.com

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

40. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
41. **NO JOINT VENTURE.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. NTMWD, its past, present, and future officers, elected officials, employees and agents of NTMWD, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.
42. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other Party that (i) the Party has full requisite power and authority to perform its obligations under this Agreement; (ii) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of the board of directors or other applicable

governing body of the Party; (iii) this Agreement is a valid and binding obligation of the Party enforceable against the Party in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, insolvency or other law affecting creditors' rights generally, and by general equitable principles; and (iv) the execution, delivery, and performance of this Agreement by the Party does not, and will not: (A) violate the statute, charter, or other instrument pursuant to which the Party was created; (B) violate the Constitution of the State of Texas, or any other law, rule or regulation by which the Party is bound; (C) violate any judgment, writ, order, injunction, award, or decree of any court, arbitrator, administrative agency or other governmental authority which is binding upon the Party; or (D) result in a material breach, violation, or default under any indenture, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement, or other instrument to which the Party is a party.

43. **ENTIRE AGREEMENT – NO ORAL MODIFICATIONS.** This Agreement embodies the entire Agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without a written supplemental agreement executed by both Parties.
44. **ASSIGNMENT.** Developer shall not assign this Agreement or any of its rights hereunder without first obtaining the express prior written agreement of NTMWD.
45. **NO THIRD-PARTY BENEFICIARIES.** Developer and NTMWD enter into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than Developer and NTMWD.
46. **VENUE.** It is specifically agreed among the Parties to this Agreement that Fannin County, Texas, is the place of performance of this Agreement; and, in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Fannin County, Texas.
47. **ADOPTION OF PREAMBLE AND EXHIBITS.** All of the statements in the preamble and all of the exhibits of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein.
48. **VIOLATIONS AND PENALTIES.** Developer will be held accountable to the conditions outlined herein. If a violation is identified, NTMWD will follow the steps outlined below:

*First Notice:* NTMWD will generally issue a written warning notifying Developer of the violation, outlining actions to correct the violation, and providing a resolution timeframe. Depending on the noncompliance issue (e.g. is the issue an imminent health or safety concern), the time provided for resolution and the degree to which NTMWD may step in and proactively correct an issue may vary. Some violations may immediately generate a fine. NTMWD may, at its discretion, waive fines to be imposed at the first notice. NTMWD will follow up within the specified timeframe to document resolution of the issue. Increased

frequency of monitoring and inspection may be warranted for a period of time following resolution.

*Second Notice:* A second notice may involve the same activity or conditions as the first notice, or it may be a new issue. Second notices for the same situation that triggered the first notice will also be linked to increased fines and shorter resolution timeframes. Developer will be required to reimburse NTMWD for costs associated with monitoring, inspection, and follow-up for second notice actions.

*Third Notice:* Three notices for the same or different instances of noncompliance with this Agreement within one year will trigger a notice to revoke or terminate this Agreement. Developer will have 30 days to remove improvements at its expense and restore the Shoreline to its condition prior to the construction of the improvements (if applicable). Developer may appeal a notice of termination to NTMWD within 15 days of receiving the notice. NTMWD will respond to Developer within 30 days.

Resolution timeframes and fines are dependent on the harm that may occur to people, property, and resources if the violation were to continue. Violations that are hazardous, or potentially hazardous, generally have shorter resolution timeframes and higher penalties than administrative violations. **Exhibit C** outlines resolution timeframes, remedies, and penalties for various violations.

49. **EFFECTIVE DATE AND TERM.** This Agreement becomes effective as of the Effective Date, set forth above, and unless terminated early as provided herein, will be valid for five (5) years following the Effective Date or until NTMWD enters into a Shoreline Lease and Use with the Association and Developer as provided in Section 9 of this Agreement.

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

*[The remainder of this page is intentionally left blank. Signatures are on the following pages.]*





**NORTH TEXAS MUNICIPAL WATER DISTRICT**

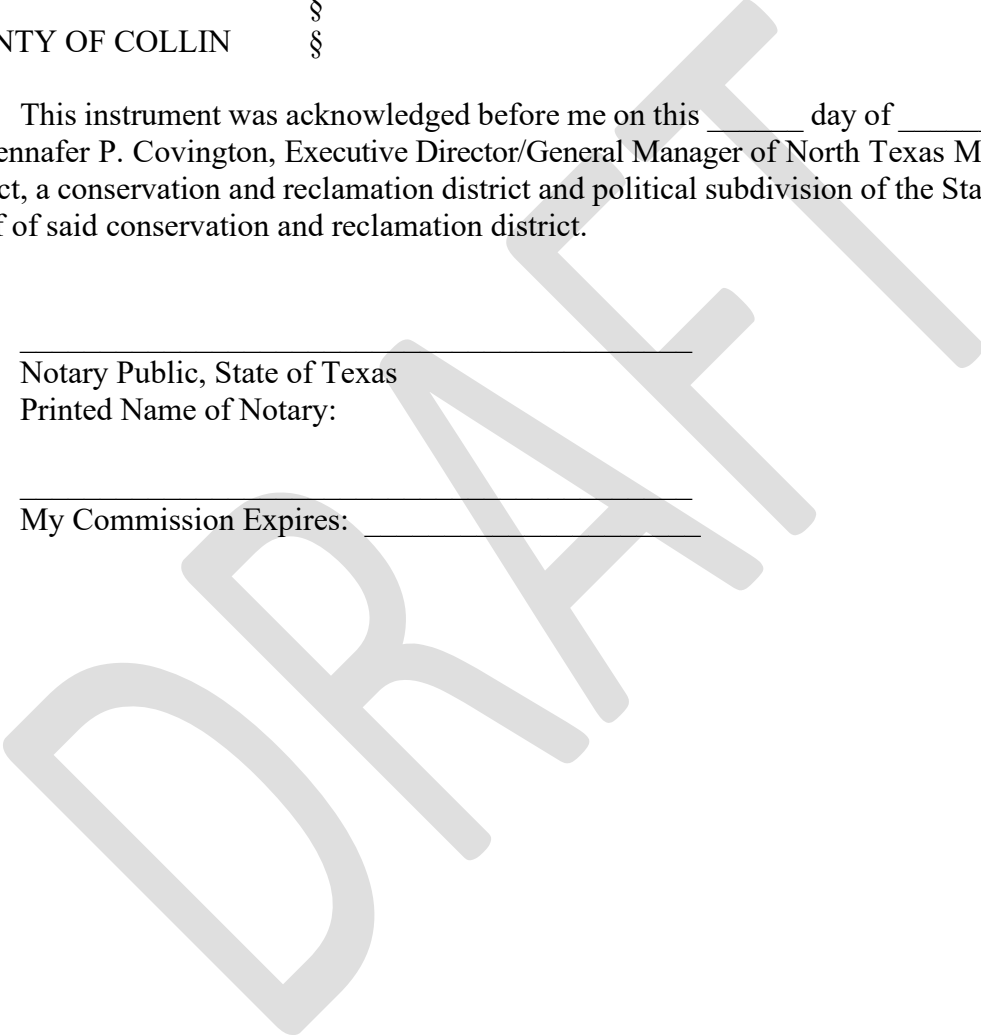
By: \_\_\_\_\_  
Jennafer P. Covington, Executive Director/General Manager      Date \_\_\_\_\_

STATE OF TEXAS            §  
   §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Jennafer P. Covington, Executive Director/General Manager of North Texas Municipal Water District, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said conservation and reclamation district.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name of Notary:

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



# **EXHIBIT A**

Developer Documents

DRAFT







## **EXHIBIT B**

Shoreline Lease and Use Agreement

**SHORELINE LEASE AND USE AGREEMENT  
BETWEEN NORTH TEXAS MUNICIPAL WATER DISTRICT and  
BOIS D'ARC POINTE, LLC.**

This Shoreline Lease and Use Agreement (the "Agreement") is between North Texas Municipal Water District ("NTMWD" or "District"), a wholesale water and wastewater provider that owns and operates Bois d'Arc Lake (the "Lake") in Fannin County, Texas, and Bois d'Arc Pointe, LLC. ("Developer") and Bois d'Arc Pointe, LLC. (the "Association"), which serves Bois d'Arc Pointe, LLC. (Developer and Association may collectively be referred to as "Lessee"). NTMWD and Lessee may also be referred to individually as a "Party" or collectively as the "Parties."

### Recitals

WHEREAS, NTMWD and Lessee are authorized to enter into this Agreement pursuant to Chapter 62, Acts of the 52nd Legislature, 1951 (Article 8280-141, Vernon's Texas Civil Statutes) and other applicable laws;

WHEREAS, NTMWD operates Bois d'Arc Lake (the "Lake") as a public drinking water supply reservoir and allows opportunities for public recreation on the Lake;

WHEREAS, Developer owns land adjacent to NTMWD-owned property at the Lake (the "Property") that is subject to the Five Points and The Harbor at Five Points covenants, conditions, and restrictions that are included herein as **Exhibit X**;

WHEREAS, Lessee seeks to lease and use the adjacent NTMWD-owned property (the "Leased Property") and maintain improvements on the Leased Property, including structures and facilities on or over the water surface of the Lake (the "Improvements") constructed by Developer pursuant to that certain Preliminary Development Agreement between the North Texas Municipal Water District and Bois d'Arc Lake Acquisitions, LLC. effective January \_\_, 2025 (the "Development Agreement");

WHEREAS, the Association is the legal entity presiding over all shared Improvements within Five Points and the Bois d'Arc Pointe, LLC. communities and no other agreements will be allowed for shared Improvements on the Leased Property that were not part of the Development Agreement;

WHEREAS, Lessee acknowledges there is a Permanent Flowage and Flood Easement (the "Easement") associated with Property, on land located between the 541 feet mean sea level ("MSL") and 545 MSL contour elevations;

WHEREAS, Lessee is aware the conditions of the Easement are permanently in effect and are separate from the requirements and conditions of this Agreement and the Shoreline Management Plan ("SMP");

WHEREAS, this Agreement may authorize certain uses of the Easement, in addition to uses of the Leased Property, which shall not be inconsistent with conditions of the Easement, but may impose further restrictions on the Easement, for which Lessee agrees to comply with, in accordance with the terms of this Agreement;

WHEREAS, Developer completed construction of the Improvements on [REDACTED], 202 [REDACTED] (the “Project”); and

WHEREAS, pursuant to the Development Agreement, Lessee is required to enter into this Agreement, has reviewed this Agreement, and accepts its terms and conditions, including the general and special conditions described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD agrees to grant Lessee the right to lease and use the Leased Property, and Lessee agrees to pay for such lease and use, upon the terms and conditions and for the consideration hereinafter set forth, to wit:

**Lessee Information**

Name: Bois d’Arc Pointe, LLC.

Telephone: 214-974-9400

Email: msmith@texaslandandlakes.com

Address: 1430 Valwood Parkwood Parkway, Suite 120

City, State Zip Code: Carrollton, Texas 75006

**Legal Description of Boundary Line with Leased Property (Survey attached)**

**XXXXXX**, an addition to Fannin County, Texas according to the map and plat thereof recorded at **XXXXXXX** Official Map and Plat Records of Fannin County, Texas

**Improvements Description (Specific structures and facilities) including a Site Plan**

**Use Description (Specific use and activities authorized)**

The following specific uses and activities are hereby authorized so long as such uses and activities are in compliance with the General Conditions of this Agreement and the SMP. Any uses or activities not authorized, such as a Special Event Authorization, must be separately authorized by NTMWD.

## GENERAL CONDITIONS

1. **REFERENCES.** Except as otherwise specifically provided, any reference herein to NTMWD shall include its duly authorized representatives. Any reference to “Lessee” shall include their duly authorized representatives.
2. **AGREEMENT FEES.** Lessee shall pay, in advance, to NTMWD, compensation in accordance with **Exhibit X**. Fees are subject to change upon renewal of the Agreement.
3. **AGREEMENT SCOPE.** This Agreement is entered into solely with Lessee for the purpose described in this Agreement. The exercise of the privileges herein granted shall be:
  - a. without cost or expense to NTMWD;
  - b. subject to the right of NTMWD to improve, use, or maintain the Leased Property;
  - c. subject to other outgrants of NTMWD on the Leased Property except as otherwise provided herein;
  - d. this Agreement, or any interest therein, may not be transferred or assigned without the prior express written approval of NTMWD.
4. **TERM.** This Agreement shall be for a term of five (5) years with Lessee having the sole option to extend the Agreement for subsequent five-year terms subject to NTMWD revising the terms and conditions of the Agreement at the time of each renewal with such revisions being consistent with revisions made to other shoreline lease and use agreements, including but not limited to a current or updated fee/fine schedule. At least ninety (90) days prior to expiration of the Agreement, and any renewal thereof, Lessee may provide a Notice to Surrender its rights under the Agreement and elect to not renew the Agreement.
5. **RELEASE.** Upon the completion of Improvements as set forth herein and the transfer of Improvements to the Association, Developer may assign its rights and obligations under this Agreement to the Association and be released from Developer’s obligations and surrender any and all rights Developer may have under this Agreement to the Association with the prior express written approval of NTMWD.
6. **NOTICE.** Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by electronic mail, addressed to the Party to be notified at the email address provided below. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the contact information of the Parties shall, until changed as hereinafter provided, be as follows:



If to Developer  
or Association:

Marcus Smith, President  
Bois d'Arc Pointe, LLC  
1430 Valwood Parkway, Suite 120  
Carrollton, Texas 75006  
214-974-9400  
msmith@texaslandandlakes.com

If to NTMWD, to:

Jennafer P. Covington  
Executive Director/General Manager  
North Texas Municipal Water District  
P.O. Box 2408  
Wylie, Texas 75098  
972-442-5405  
jcovington@ntmwd.com

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

7. **OPERATION, MAINTENANCE REPAIR, & REPLACEMENT.** The operation, maintenance, repair, or replacement of Improvements authorized by this Agreement shall be performed at no cost or expense to NTMWD and subject to the express written approval of NTMWD. Anything not expressly authorized in writing by NTMWD as an Improvement activity or an approved deviation from an Improvement activity is expressly prohibited. Upon the completion of any of such operation, maintenance, repair or replacement, Lessee shall immediately restore the Leased Property to the satisfaction of NTMWD. The use and occupation of the Leased Property for the purposes herein granted shall be subject to NTMWD's property ownership rights, the policies as set forth in the SMP, and to all applicable federal, state, and local laws and regulations. If Improvements are removed for storage or extensive maintenance, NTMWD may require portions of the Improvements be removed from the Leased Property. Further, Lessee agrees to operate and maintain any Improvements and/or use in a manner so as to provide safety, minimize any adverse impact on fish and wildlife habitat, natural, environmental, or cultural resource values and in a manner so as to minimize the degradation of water quality.
8. **COMMUNITY FACILITY USE AND ACCESS.** NTMWD is not responsible for managing or maintaining access to, or use of, any Lessee community facilities located on the Leased Property. Lessee has sole responsibility of operation and maintenance of all Lessee community facilities located on the Leased Property. Lessee further has sole responsibility for interacting with individual property owners of the Association regarding access to, and use of, the Leased Property (including community facilities), and shall be solely responsible for ensuring property owners do not violate any terms of this Agreement. Any violation of this Agreement by an individual property owner shall be deemed a violation of this Agreement by Lessee and Lessee will be responsible for paying fines

imposed by NTMWD due to violations by individual property owners, unless and excepting any improvements made by individual property owners after obtaining an individual Shoreline Lease and Use Agreement from NTMWD. Association shall continue to enforce covenants and restrictions, but individual lessees shall be solely responsible for paying any fines imposed by NTMWD pursuant to the individual's Shoreline Lease and Use Agreement.

9. **LESSEE INSPECTION.** Lessee acknowledges it shall inspect the Improvements at reasonable intervals and immediately repair any defects found by such inspection or when required by NTMWD to repair any such defects.
10. **LESSEE'S REPRESENTATIONS.** Lessee represents that it will not be in violation of any regulations or restrictions imposed by Fannin County, Texas, or by any deed restrictions that may be attached to the Property, and that any required variance has been secured. Lessee further agrees to fully enforce the covenants, conditions, and restrictions of Association, as included in **Exhibit X** and as amended from time to time, against individual property owners of the Association. NTMWD assumes no responsibility for, and Lessee will hold NTMWD harmless from, disputes of title, rights, or liability for damages to persons or property arising from the construction, operation, maintenance, repair, or existence of any Improvements on the Leased Property. If at any time, the condition or presence of the Improvements interferes with the operation of the Lake or the safety of persons or property using the surface thereof, Lessee agrees to immediately make any and all changes or corrections necessary to make the Improvements comply with this Agreement or remove the Improvements from the Leased Property at Lessee's expense.
11. **RELEASE & ASSUMPTION OF RISK.** Lessee acknowledges that Bois d'Arc Lake is not a "constant level" or "controlled level" lake and is **SUBJECT TO DROUGHT OR FLOODING WITHOUT WARNING.** Lessee acknowledges and agrees that the Leased Property is accepted "**AS-IS, WHERE-IS,**" with all defects, whether known or unknown. Lessee recognizes the risk inherent in owning, operating, and maintaining Improvements in close proximity to, and over, the Lake because of the risks associated with flooding, high water, and drought conditions. These risks include, but are not limited to, lake level fluctuations resulting in Improvements, such as docks, being completely unusable during flood or drought conditions, which can extend over months or years, as it relates to multi-year drought conditions. As a condition of, and in consideration for, NTMWD's entering into this Agreement, as between NTMWD and Lessee, Lessee **AGREES TO ASSUME ALL RISK** of destruction of or damage to any Improvements and the property of Lessee or third parties located on the Property, Leased Property or Easement and to assume all risk of bodily injury or death to any person on the Property, Leased Property or Easement associated with the Improvements resulting from any cause. As part of the assumption of risk, Lessee, for itself and its heirs and assigns, **EXPRESSLY RELEASES NTMWD FROM ALL LOSS, COSTS, AND LIABILITY FOR (1) DAMAGE OR DESTRUCTION TO ANY OF ITS PROPERTY LOCATED ON OR AT THE PROPERTY, LEASED PROPERTY OR EASEMENT RESULTING FROM ANY CAUSE AND (2) BODILY INJURY OR DEATH TO LESSEE OR ANY FAMILY**

**MEMBER OR OTHER PERSON AT THE PROPERTY, LEASED PROPERTY OR EASEMENT.**

12. **INDEMNIFICATION.** NTMWD shall have no liability whatsoever, either to Lessee, Lessee's successors, assigns, guest invitees or any other third party, for property damage to Lessee's Improvements or the contents thereof, **EVEN IF CAUSED BY NTMWD'S NEGLIGENCE.** NTMWD shall not be liable to Lessee or Lessee's guests, visitors, invitees or to any other person whomsoever, for any injury to person or damage to property on or about the Property, Leased Property or Easement due to **ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, INUNDATION OR FLOODING OF THE PROPERTY, LEASED PROPERTY OR EASEMENT OR THE EFFECTS OF DROUGHT,** and Lessee agrees to indemnify NTMWD and hold it harmless from any loss, expenses, or claims including attorney's fees, arising out of any such damage or injury, **INCLUDING INJURY TO PERSON OR DAMAGE TO PROPERTY THE SOLE OR CONTRIBUTING CAUSE OF WHICH IS THE NEGLIGENCE OF NTMWD.** If any action or proceeding is brought against NTMWD by reason of any such claim, Lessee, upon notice from NTMWD, will defend such action or proceeding with counsel acceptable to NTMWD.
13. **WAIVER OF ANY TAKINGS CLAIM.** Lessee **WAIVES ANY CLAIM IT MAY NOW OR IN THE FUTURE HAVE AGAINST NTMWD FOR A STATE OR FEDERAL "TAKINGS" or "INVERSE CONDEMNATION"** of either the Property or the Improvements or the portion of the Leased Property or Easement on which the Improvements are located resulting from Lake levels being inconstant or from flooding, high water, drought, or similar occurrence, even if any of these occurrences are caused or alleged to be caused, in whole or in part, by NTMWD, whether through NTMWD's negligence or otherwise.
14. **NO GOODS OR SERVICES PROVIDED TO NTMWD.** The Parties agree that pursuant to this Agreement Lessee is not providing any "good or services" to NTMWD and this Agreement is not a contract subject to Chapter 271, Subchapter I of the Texas Local Government Code because no "goods or services," as such terms have been interpreted by courts in the State of Texas, are provided by Lessee to NTMWD pursuant to this Agreement.
15. **DAMAGE TO LEASED PROPERTY.** Lessee shall be liable for any and all damage that may be caused to the Leased Property by the activities of Lessee, or individual property owners of Lessee, under this Agreement and shall exercise due diligence in the protection of all property located on the Leased Property against fire or damage from any and all other causes. Any property of NTMWD damaged or destroyed by Lessee, or individual property owners of Lessee, incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by Lessee to a condition satisfactory to NTMWD, or at the election of NTMWD, reimbursement made therefore by Lessee in an amount necessary to restore or replace the property to a condition satisfactory to NTMWD.

16. **NTMWD'S ACCESS TO LEASED PROPERTY.** The right is reserved to NTMWD, its officers, agents, and employees to enter upon the Leased Property at any time and for any purpose necessary or convenient in connection with NTMWD work, to make inspections, to remove any material, except property of Lessee approved for use on the Leased Property, and/or to make any other use of the lands as may be necessary in connection with NTMWD purposes, and Lessee shall have no claim for damages on account thereof against NTMWD or any officer, agent, or employee thereof. NTMWD's authorized representative shall be allowed to cross Lessee's property, excluding sold individual lots as shown on the recorded Plats unless such access is authorized by separate agreement, as necessary, to inspect Improvements. NTMWD will notify Lessee of any deficiencies noted and will establish a schedule for their correction. No deviation or changes from approved plans for Improvements will be allowed without prior written approval of NTMWD. Any deviations from the Improvements require prior written approval by NTMWD after Lessee submits a request to NTMWD for a deviation in writing. NTMWD has thirty (30) days to review and respond to the request from Lessee. Notwithstanding the foregoing, if NTMWD determines during an inspection that a noncompliance issue concerns a significant imminent threat to the environment or public health, safety, and general welfare, NTMWD may take whatever action necessary within the authority of NTMWD to eliminate such threat, including but not limited to, requiring Lessee to immediately address the noncompliance issue.
17. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** This Agreement is subject to all applicable federal and state laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, including, but not limited to, the provisions of the latest edition of the National Electrical Code (NEC). Nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction. This Agreement does not authorize any injury to private property or invasion of private rights or any infringement of local, state or federal laws or regulations, nor does it obviate the necessity of obtaining local, state, or federal assent required by law for the operation, use, maintenance, or repair of the Improvement and/or use.
18. **RULES AND REGULATIONS.** The Leased Property shall be expressly subject to all rules and regulations promulgated by NTMWD for the construction, use, maintenance, and enjoyment of the Leased Property, including without limitation, all regulations and requirements of NTMWD, now or hereafter enacted. By signing this Agreement, Lessee specifically acknowledges that it has read the applicable requirements of the Bois d'Arc Lake Rules and Regulations, the SMP, and Fannin County Zoning Regulations and agrees that Lessee's use of the Leased Property shall at all times be in compliance with such plans and regulations.
19. **COMPLIANCE WITH OTHER AGREEMENTS.** Lessee shall remain in compliance with all other agreements between Lessee and NTMWD including, but not limited to, compliance with other agreements related to shoreline activities and applicable Flowage

and Flood Easements. Non-compliance with any other NTMWD agreement, contract, lease, or easement shall be considered non-compliance with this Agreement.

20. **EROSION CONTROL STRUCTURES.** Lessee shall maintain, in a manner satisfactory to NTMWD, all soil and water conservation structures that may be in existence upon the Leased Property at the beginning of this Agreement, and Lessee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Lessee agrees to allow any adjacent landowner that holds a lease with NTMWD to connect to shoreline erosion control structures constructed by Lessee in order to facilitate contiguous shoreline erosion control between adjacent leased properties, including maintenance thereof. Any soil erosion occurring outside the Leased Property resulting from the use of the Leased Property shall be corrected by Lessee as directed by NTMWD.
21. **BOAT DOCK FACILITY USE.** Boat dock facilities shall be limited to the mooring of Lessee's, or Lessee's individual property owner's, vessels or watercrafts and the storage of equipment essential to the operation of such vessels or watercrafts. Equipment must be stored in enclosed storage box facilities, such as lockers or equipment closets. Equipment may not be left unsecured or unattended. Chemical and petrochemical products shall not be stored on a boat dock facility at any time and shall not be considered "equipment."
22. **COMMERCIAL ACTIVITIES PROHIBITED.** No attempt shall be made by Lessee to forbid the full and free use by the public of all waters adjacent to the Improvements. No charge may be made for use by others, excepting the assessments to cover non-commercial costs such as property lease payments, insurance, upkeep and maintenance to lot owners, of the Improvement nor shall commercial activities, including any form of advertising, be conducted thereon.
23. **HABITATION PROHIBITED.** No habitation is authorized on the Leased Property or the Easement. No Improvements, camping equipment, temporary structures, recreation vehicles, nor any moored vessel shall be used as a place of habitation or as a full or part-time residence or in any manner that gives the appearance of human habitation, including habitation of any pets, on the Leased Property or the Easement. Household furnishings are not permitted on boat docks or other structures.
24. **TRANSFER OF INTEREST.** Improvements authorized under this Agreement will not be rented (whether short-term or long-term, directly or indirectly, or through an internet-based company like Airbnb, Inc.), sub-let or provided to others by any means of engaging in commercial activities by Lessee or his/her agent for monetary gain. This does not preclude Lessee from selling total ownership of the Improvements or sub-letting boat slips to lot owners to share in the cost of lease and maintenance of the shared dock. If ownership of the Improvements is sold or transferred, Lessee or new owner will notify NTMWD of the action prior to finalization. The new owner must apply for a new Shoreline Lease and Use Agreement within thirty (30) days or remove the Improvements and restore the Leased Property within sixty (60) days from the date of ownership transfer. The new owner is responsible for paying any recording or processing fees.

25. **RECORD OF AGREEMENT FILED IN OFFICIAL PUBLIC RECORDS.** NTMWD will file a record of this Agreement, referred to as the “Record of Agreement,” with the Fannin County Clerk in the Fannin County Official Public Records.
26. **FLOATS AND FLOTATION MATERIALS.** Floats and the flotation material for all docks shall be fabricated of materials manufactured for marine use and in accordance with the approved plans in **Exhibit X**. The float and its flotation material shall be one hundred (100) percent warranted for a minimum of eight (8) years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. All floats shall resist puncture and penetration and shall not be subject to damage by animals under normal conditions for the area. All floats and the flotation material used in them shall be fire resistant. The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.
27. **ANCHORING.** The gangways to boat docks, fishing piers, or any other overwater structure shall be securely attached to the shore in accordance with the approved plans by means of moorings that do not create tripping hazards along the shoreline or adversely affect the natural terrain or vegetation. Anchoring to vegetation is prohibited.
28. **DREDGING.** Unless authorized in writing by a special condition, this Agreement does not authorize lake dredging. Lake dredging requires an individualized analysis by the United States Army Corps of Engineers (“USACE”) to determine whether it must be approved by USACE. Lake dredging may be allowed for community docks, if the following conditions are met: 1) prior to dredging, the applicant must coordinate with NTMWD to obtain express written approval for the dredging activity; 2) if approval from NTMWD is obtained, the applicant must then obtain appropriate state or federal authorizations and/or permits, including a USACE Clean Water Act Section 404 permit, if required; 3) once any required state or federal authorizations and/or permits are obtained, the applicant must complete the NTMWD agreement process by providing NTMWD with copies of any such required authorizations and/or permits; and 4) Lessee must provide NTMWD with notification of the dredging activity that includes the estimated start date and end date for the dredging activity and a description of the specifications and construction methods to be employed during the dredging activity.
29. **IMPROVEMENT STANDARDS.** Docks and other permitted improvements must conform to the standards found in the SMP and **Exhibit X**. These standards address electrical service and lighting, signage, improvement size and length, improvement location and spacing, orientation of the improvement to the shoreline, improvement maintenance, and other features and amenities as described in the SMP. Any deviation from the SMP requirements will be considered a violation of this Agreement.
30. **PERSONAL PROPERTY.** Loose personal property that has the ability to float must be stored in a secure locker or removed from the Leased Property when not in use.

31. **AGREEMENT DISPLAY TAG.** The Agreement Display Tag shall be posted on the Improvements and/or on the land areas covered by the Agreement so that it can be visually checked with ease in accordance with instructions provided by NTMWD.
32. **VEGETATION.** No vegetation other than that prescribed in this Agreement will be damaged, destroyed, or removed. In no event will vegetation be disturbed to the extent the right-of-way will be subject to erosion or natural beauty destroyed. All disturbed areas shall be seeded, replanted, or given some type of equivalent protection against subsequent erosion. No change in landform such as grading, excavation or filling is authorized by this Agreement. No vegetation planting of any kind may be done, other than that specifically prescribed. Only native species are allowed. An approved native plant list is provided in the SMP.
33. **VEGETATION MODIFICATION.** When vegetation modification is approved to control or remove invasive plants and is authorized by chemical means, the modification will be in accordance with appropriate federal, state, and local laws, rules, and regulations.
34. **LAKE AND SHORELINE ACCESS PRIOR TO LAKE OPENING.** NTMWD will notify Lessee in writing when the Lake is officially open for use. Until NTMWD notifies Lessee, Lessee is not permitted to use the Lake for any purpose, including but not limited to, launching watercraft from the shoreline for recreational use.
35. **LAKE AND SHORELINE ACCESS AFTER LAKE OPENING.** After the Lake is open, all watercraft must be launched from a NTMWD-approved ramp or a dock. This excludes non-motorized watercraft such as kayaks, canoes, and stand up paddle boards. Unless otherwise approved, neither Lessee nor individual lot owner may build a boat ramp or use any of their property to launch a watercraft except as set forth herein.
36. **PROPERTY LINE AND SIDE YARD LINE DELINEATION.** For this Agreement, Lessee will delineate the boundary line between the NTMWD-owned property and Lessee's property in a visibly clear, but unobtrusive manner approved by NTMWD and in accordance with the SMP. Lessee will also identify the intersection of the projected side yard line and the 534 MSL as depicted in the exhibits to this Agreement.
37. **PROHIBITED ITEMS.** Treated landscape timbers or the storage, transfer or use of hydrocarbons or other petrochemical products, paint, pesticides, herbicides, or any other toxic or hazardous materials are not allowed on the Leased Property.
38. **ELECTRICAL SAFETY AND COMPLIANCE.** Lessee shall comply with all applicable federal, state, county, municipal laws, ordinances, and regulations wherein the permitted facilities/activities are located, including, but not limited to, the provisions of the latest edition of the National Electrical Code (NEC). Failure to abide by these applicable laws and regulations may be cause for revocation of this Agreement.
39. **POLLUTION PREVENTION.** Within the limits of their respective legal powers, the Parties hereto shall protect the Leased Property against pollution of its air, ground, and

water. Lessee shall promptly comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency (“EPA”), USACE, Texas Commission on Environmental Quality (“TCEQ”), or any federal, state, or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Leased Property is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said EPA, USACE, TCEQ, or any federal, state, or local governmental agency are hereby made a condition of this Agreement. Lessee shall not discharge waste or effluent from the Leased Property in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

40. **PESTICIDES AND HERBICIDES.** The use of any pesticides or herbicides within the Leased Property shall be in conformance with all applicable federal, state, and local laws and regulations. Lessee must obtain approval in writing from NTMWD before any pesticides or herbicides are applied to the Leased Property.
41. **ENVIRONMENTAL IMPACT.** Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from Lessee’s activities, Lessee shall be liable to restore the damaged resources.
42. **TIMBER CLEARING.** No timber within the Leased Property above the 534 MSL contour shall be cleared. Standing timber below the 534 MSL contour may be cleared only if approved through this Shoreline Lease and Use Agreement. Lessee shall provide documentation of coordination with USACE in accordance with the procedures described in the SMP. Such USACE coordination shall only occur after NTMWD has reviewed the timber clearing proposal and provided direction to engage in such coordination. Any timber clearing authorized under this Agreement must be in compliance with any required USACE approvals, authorizations, or permits. Timber clearing shall be approved by NTMWD in writing and shall be in accordance with the Clean Water Act Section 404 Permit for Bois d’Arc Lake as provided in the SMP. Timber clearing not approved by NTMWD in writing is prohibited.
43. **CULTURAL RESOURCES.** Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity on NTMWD-owned property. In the event such items are discovered on the NTMWD-owned property, Lessee shall immediately notify NTMWD and protect the site and material from further disturbance until NTMWD authorizes any further activity.
44. **TERMINATION OF AGREEMENT.** Because the cost of the Improvements was made with the expectation that Lessee would have the benefit of the Leased Property for the full term of this Agreement, Lessee may only be terminated if the matters noticed in **Exhibit X** under the Violations and Penalty Provisions of this Agreement have not been cured in accordance with such provisions.



45. **IMPROVEMENT REMOVAL.** On or before the expiration or termination of this Agreement or if Lessee ceases to use, operate, or maintain an Improvement and/or use, Lessee shall, without expense to NTMWD, remove said Improvements and restore the waterway and lands to the satisfaction of NTMWD within thirty (30) days. In the event Lessee shall fail to remove said Improvements and restore the Leased Property, NTMWD shall have the option to take over said Improvements without compensation, or to remove said Improvements and perform the restoration at the expense of Lessee, and Lessee shall have no claim for damages against NTMWD or its officers or agents for such action and no refund by NTMWD of any fee theretofore paid shall be made. Lessee agrees that if subsequent operations by NTMWD require an alteration in the location of an Improvement and/or use and if in the opinion of NTMWD an Improvement and/or use shall cause unreasonable obstruction to NTMWD use of the land or water area where the Improvement or use is located, Lessee shall be required, upon written notice from NTMWD, to remove, alter, or relocate the Improvement without expense to NTMWD.
46. **OTHER PERMITS REQUIRED.** This Agreement is effective only insofar as the rights of NTMWD in the Leased Property and Easement are concerned, and Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this Agreement does not eliminate the necessity of obtaining any other permit or license that may be required by federal, state, or local statute in connection with use of the Leased Property, including, but not limited to, any permits or authorization from USACE to ensure compliance with the Clean Water Act.
47. **SANITATION.** Lessee shall take all necessary action and provide all necessary Improvements to maintain the Leased Property in a clean and sanitary manner, removing promptly and regularly trash and garbage from the said area. Any materials and refuse from construction, maintenance and repair activities are to be removed from the Leased Property immediately upon completion of such activities.
48. **LICENSED PROFESSIONAL ENGINEER REQUIRED.** NTMWD may require that remedial measures other than minor repairs and maintenance, and plans for same, be reviewed, designed, and sealed by a Texas Licensed Professional Engineer and approved by NTMWD.
49. **FINAL PLAT MAPS.** In the event final plat maps were not provided by Developer to NTMWD prior to the Effective Date, Lessee shall be required to provide NTMWD with all final plat maps and specifications within thirty (30) days of such maps and specifications being finalized.
50. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

51. **NO JOINT VENTURE.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. NTMWD, its past, present, and future officers, elected officials, employees and agents of NTMWD, do not assume any responsibilities or liabilities to any third party in connection with the improvements to, or use of, the Leased Property.
52. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other Party that (i) the Party has full requisite power and authority to perform its obligations under this Agreement; (ii) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of the board of directors or other applicable governing body of the Party; (iii) this Agreement is a valid and binding obligation of the Party enforceable against the Party in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, insolvency or other law affecting creditors' rights generally, and by general equitable principles; and (iv) the execution, delivery, and performance of this Agreement by the Party does not, and will not: (A) violate the statute, charter, or other instrument pursuant to which the Party was created; (B) violate the Constitution of the State of Texas, or any other law, rule or regulation by which the Party is bound; (C) violate any judgment, writ, order, injunction, award, or decree of any court, arbitrator, administrative agency or other governmental authority which is binding upon the Party; or (D) result in a material breach, violation, or default under any indenture, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement, or other instrument to which the Party is a party.
53. **ENTIRE AGREEMENT – NO ORAL MODIFICATIONS.** This Agreement embodies the entire Agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without a written agreement executed by both Parties.
54. **NO THIRD PARTY BENEFICIARIES.** Lessee and NTMWD enter into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than Lessee and NTMWD.
55. **VENUE.** It is specifically agreed among the Parties to this Agreement that Fannin County, Texas, is the place of performance of this Agreement; and, in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Fannin County, Texas.
56. **ADOPTION OF PREAMBLE AND EXHIBITS.** All of the statements in the preamble and all of the exhibits of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein.

**SPECIAL CONDITIONS *(To be completed for each project)***

**VIOLATIONS AND PENALTIES**

1. Lessees will be held accountable to the conditions outlined herein. If a violation is identified, NTMWD will follow the steps outlined below:

*First Notice:* NTMWD will generally issue a written warning notifying Lessee of the violation, outlining actions to correct the violation, and providing a resolution timeframe. Depending on the non-compliance issue (e.g. is the issue an imminent health or safety concern), the time provided for resolution and the degree to which NTMWD may step in and proactively correct an issue may vary. Some violations may immediately generate a fine. NTMWD may, at its discretion, waive fines to be imposed at the first notice. NTMWD will follow up within the specified timeframe to document resolution of the issue. Increased frequency of monitoring and inspection may be warranted for a period of time following resolution.

*Second Notice:* A second notice may involve the same activity or conditions as the first notice, or it may be a new issue. Second notices for the same situation that triggered the first notice will also be linked to increased fines and shorter resolution timeframes. Lessees will be required to reimburse NTMWD for costs associated with monitoring, inspection, and follow-up for second notice actions.

*Third Notice:* Three notices for the same or different instances of non-compliance with this Agreement within one year will trigger a notice to revoke or terminate this Agreement. Lessee will have thirty (30) days to remove Improvements at his or her expense and restore the Leased Property to its condition prior to the construction of the Improvements (if applicable). Lessee may appeal a notice of termination to NTMWD within fifteen (15) days of receiving the notice. NTMWD will respond to Lessee within thirty (30) days.

2. Resolution timeframes and fines are dependent on the harm that may occur to people, property, and resources if the violation were to continue. Violations that are hazardous, or potentially hazardous, generally have shorter resolution timeframes and higher penalties than administrative violations. **Exhibit X** outlines resolution timeframes, remedies, and penalties for various violations.

#### **EFFECTIVE DATE AND TERM**

This Agreement becomes effective on the date this Agreement is signed by both Parties (the “Effective Date”) and will be valid for five years after the date of the latest signature. This Agreement will expire on \_\_\_\_\_.

#### **AUTHORIZATION**

This Agreement authorizes the lease and use of NTMWD-owned property described herein. If Lessee implements a project that differs from the Project described herein, Lessee will be subject to penalties and fines, described in this Agreement, and potentially termination.

#### **EXECUTION**

The Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

*[The remainder of this page is intentionally left blank. Signatures are on the following pages.]*

DRAFT

**LESSEE: BOIS D'ARC POINTE, LLC.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
MARCUS SMITH, PRESIDENT

STATE OF TEXAS §  
  §  
COUNTY OF FANNIN §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by MARCUS SMITH, PRESIDENT.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name of Notary:

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LESSEE: ASSOCIATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
MARCUS SMITH, PRESIDENT

STATE OF TEXAS §  
  §  
COUNTY OF FANNIN §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by MARCUS SMITH, PRESIDENT.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name of Notary:

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Jennafer P. Covington  
Executive Director/General Manager

\_\_\_\_\_ Date

STATE OF TEXAS            §  
  §  
COUNTY OF FANNIN       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025\_\_, by Jennafer P. Covington, Executive Director/General Manager of North Texas Municipal Water District, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said conservation and reclamation district.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name of Notary:

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

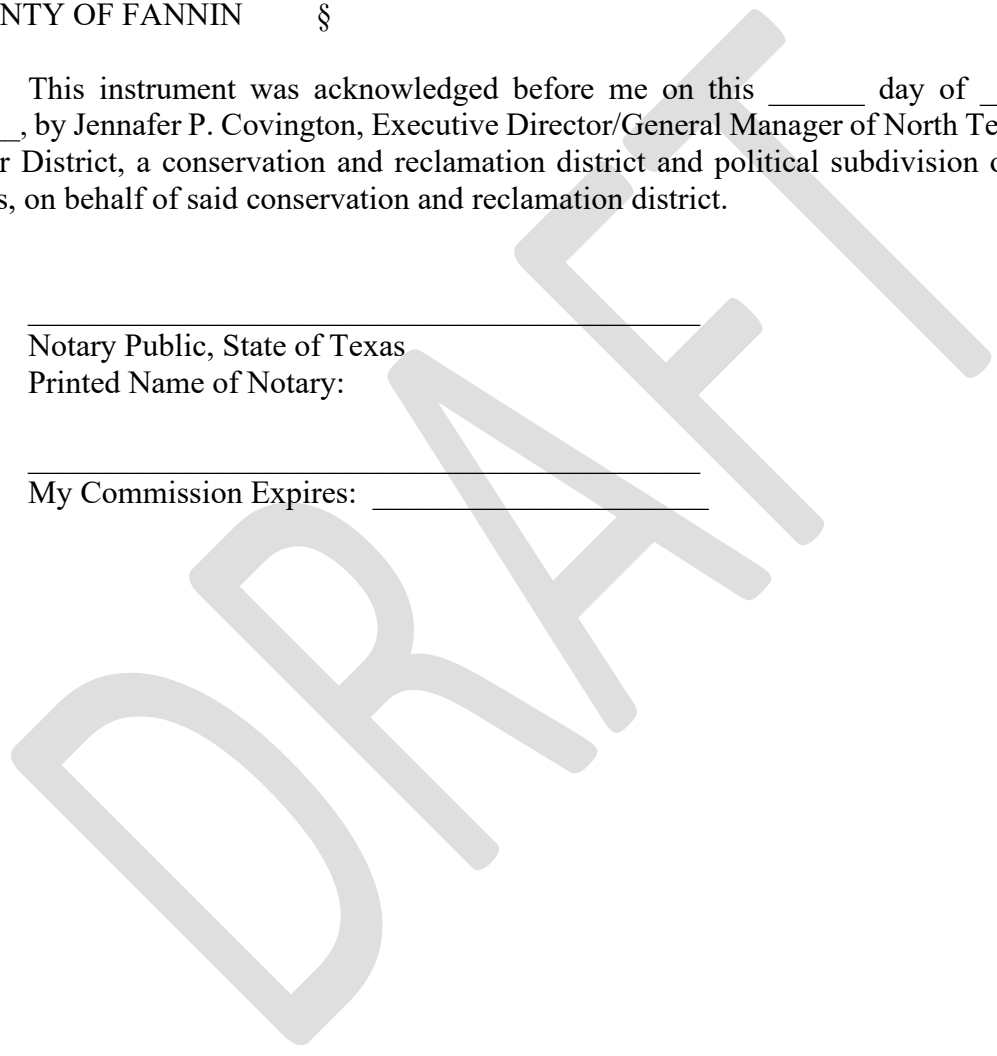


EXHIBIT C

Agreement Fees and Remedies and Penalties for Violations

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## Agreement Fee Schedule

Agreement Type	Activity/Facility	Application Fee (\$)	Annual Fee	Incentives/Additional Information
Preliminary Development Agreement	Community and Shared Dock/Overwater Structures	Application/ First Year: \$xxxxx	For years 2 through 5 of a 5-year agreement: \$xxxx	<p>All shoreline use activities/facilities will be combined on one permit. Only the higher fee identified will be assessed.</p> <p>If erosion control or stormwater runoff treatment BMPs are provided supplementary to any required erosion control; an incentive reduction of 50 percent of the annual fee may be applied.</p>
Preliminary Development Agreement	Modification fee	25-100 percent of the original application fee	N/A	

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# Remedies and Penalties for Violations

Violation <sup>1</sup>	Violation Category <sup>2</sup>	Remedy <sup>2</sup>	Resolution Timeframe (days) <i>First Notice<sup>2</sup></i>	Resolution Timeframe (days) <i>Second Notice<sup>2</sup></i>	Fine (\$) <i>First Notice<sup>2</sup></i>	Fine (\$) <i>Second and Third Notices<sup>2</sup></i>
Unauthorized burning	Major	Immediately stop unauthorized burning and remove debris from NTMWD-owned property	1	N/A	\$200	N/A
Storage or placement of fuel, oil, treated landscape timbers, pesticides, or other hazardous materials on docks or NTMWD-owned property	Major	Remove hazardous materials from NTMWD-owned property and store in secure location on private property	5	1	N/A	\$200
Unauthorized use of pesticides/fertilizers on leased property	Major	Stop unauthorized use of pesticides and report changes in water quality (e.g., algal blooms and/or dead fish) to NTMWD	1	N/A	\$200	N/A

<b>Violation<sup>1</sup></b>	<b>Violation Category<sup>2</sup></b>	<b>Remedy<sup>2</sup></b>	<b>Resolution Timeframe (days) First Notice<sup>2</sup></b>	<b>Resolution Timeframe (days) Second Notice<sup>2</sup></b>	<b>Fine (\$) First Notice<sup>2</sup></b>	<b>Fine (\$) Second and Third Notices<sup>2</sup></b>
Unauthorized placement or storage of personal property on NTMWD-owned property and/or water	Major	Remove personal property from NTMWD-owned property and store in a secure location on private property	5	1	N/A	\$200
Unauthorized use of private overwater facility (e.g., human habitation on boat dock, storing nonauthorized vessels or watercraft at an approved boat dock, subletting boat dock)	Major	Stop unauthorized use and restore facility to post-violation conditions (e.g., remove evidence of human habitation from boat dock)	15	3	200	\$200
Unauthorized dock structure or dock modification	Major	Stop construction (if applicable) and restore facility to pre-violation conditions	15	3	200	\$200
Unauthorized vegetation modification (e.g., removing vegetation outside of an authorized area, changing landform, planting unauthorized plants)	Major	Stop violation and restore to pre-violation conditions (e.g., replant with authorized native plant species)	30	5	200	\$200

Violation <sup>1</sup>	Violation Category <sup>2</sup>	Remedy <sup>2</sup>	Resolution Timeframe (days) First Notice <sup>2</sup>	Resolution Timeframe (days) Second Notice <sup>2</sup>	Fine (\$) First Notice <sup>2</sup>	Fine (\$) Second and Third Notices <sup>2</sup>
Deviation from approved dock construction plans (e.g., construction materials, anchoring methods, etc.)	Major	Reconstruct dock to conform to approved construction plans	30	5	N/A	\$200
Unauthorized access path construction	Major	Stop construction and restore area to pre-violation conditions	15	5	200	\$200
Emerging erosion issues (signs may include shoreline recession, increased water turbidity and discoloration in the surrounding area, bare soil, exposed plant roots, and unstable banks)	Major	Stop erosion producing activity and install erosion control devices and/or plant native vegetation	30	5	200	\$200
Unauthorized use of a mobility assistance vehicle	Major	Stop unauthorized use, restore area to pre-violation conditions (if applicable)	15	3	N/A	\$200
Failure to delineate the NTMWD boundary line	Moderate	Delineate and mark the NTMWD boundary line using methods approved in the Shoreline Management Plan	15	10	N/A	\$200

Violation <sup>1</sup>	Violation Category <sup>2</sup>	Remedy <sup>2</sup>	Resolution Timeframe (days) First Notice <sup>2</sup>	Resolution Timeframe (days) Second Notice <sup>2</sup>	Fine (\$) First Notice <sup>2</sup>	Fine (\$) Second and Third Notices <sup>2</sup>
Failure to restore the leased area after completion of a permitted activity or after the lessee damages the area	Moderate	Restore area to pre-lease conditions (e.g., restore vegetation, install erosion control measures such as water bars and vegetated swales)	30	15	N/A	\$85/day
Failure of POA or developer to apply for shoreline use agreement for existing uses within 30 days or to restore the use area within 60 days from the date of ownership transfer	Moderate	Apply for a new shoreline lease and use agreement or restore the use area	30	15	N/A	\$85/day
Failure to display agreement tags on authorized facilities	Minor	Display agreement tags according to agreement conditions and Shoreline Management Plan requirements	30	15	N/A	\$150/week
Failure to have a copy of the agreement with the mobility assistance vehicle during use on NTMWD-owned property	Minor	Carry agreement according to authorization conditions	1	1	N/A	\$150

<b>Violation<sup>1</sup></b>	<b>Violation Category<sup>2</sup></b>	<b>Remedy<sup>2</sup></b>	<b>Resolution Timeframe (days) First Notice<sup>2</sup></b>	<b>Resolution Timeframe (days) Second Notice<sup>2</sup></b>	<b>Fine (\$) First Notice<sup>2</sup></b>	<b>Fine (\$) Second and Third Notices<sup>2</sup></b>
Failure to pay agreement fees	Minor	Pay outstanding agreement fee	30	15	N/A	\$150/week
Failure to renew an agreement	Minor	Apply for a new agreement and pay associated application fees	30	15	N/A	\$150/week
Failure to complete construction within allowed time limit	Minor	Apply for new agreement and pay associated application fees	30	15	N/A	\$150/week
Noncompliance with applicable laws, ordinances, and regulations	NA	NTMWD reports violations to the appropriate authority for enforcement	Depends on law/regulation	Depends on law/regulation	Depends on law/regulation	Depends on law/regulation

<sup>1</sup>Penalties may be assessed individually for discrete facilities and occurrences

<sup>2</sup>NTMWD = North Texas Municipal Water District; N/A = not applicable; SMP = Shoreline Management Plan