



## **NORTH TEXAS MUNICIPAL WATER DISTRICT**

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

### **Board of Directors Agenda**

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**Thursday, March 26, 2026**

**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, March 26, 2026, 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. March 2026 Board Memorandum**

[26B-3](#)

**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**

- A. Water Conservation Update

**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 (Tex. Gov't Code Section 551.071)

1. Ark Contracting Services, LLC v. North Texas Municipal Water District, Lockwood Andrews & Newnam, Inc., Freese and Nichols, Inc., and Garver, LLC-471st District, Collin County

**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. February 2026 Regular Board Meeting Minutes** [26C-6](#)
- The Executive Director and NTMWD staff recommend the Board of Directors approve the minutes of the regular Board meeting held on Thursday, February 26, 2026 as presented.
- B. Modification of Capital Projects Request** [26C-7](#)
- Recommend the Board of Directors approve the February 2026, Modification of Capital Projects Request as presented.
- C. Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Murphy regarding Relocation of 14-inch Wylie to Plano Waterline in Murphy, Texas, Project Number 101-0687-26, Resolution No. 26-06** [26C-8](#)
- Adopt Resolution No. 26-06 authorizing the execution of an Interlocal Agreement in the amount of \$29,500 between the North Texas Municipal Water District (NTMWD) and the City of Murphy (Murphy).
- D. Request to declare certain NTMWD property salvage or surplus and authorization to enter into a contract to facilitate the auction sale of such assets** [26C-9](#)
- 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.
- E. Memorandum of Understanding with the Texas Department of State Health Services for Wastewater Monitoring at Panther Creek and Stewart Creek West Wastewater Treatment Plants - Resolution No. 26-08** [26C-10](#)
- Adopt Resolution No. 26-08 authorizing a Memorandum of Understanding with the Texas Department of State Health Services (DSHS) to allow DSHS to conduct wastewater sampling for public health surveillance at the Panther Creek and Stewart Creek West Wastewater Treatment Plants in Frisco during 2026 FIFA World Cup activities in North Texas.
- F. Interlocal Agreement between the North Texas Municipal Water District and the City of Plano regarding Repair of Gabion Structure - Arbor Hills Nature Preserve; Resolution No. 26-07** [26C-11](#)
- Adopt Resolution No. 26-07 authorizing an Interlocal Agreement between the North Texas Municipal Water District (NTMWD), and the City of Plano (Plano).

**XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION****GENERAL / ADMINISTRATIVE AGENDA ITEMS**

- A. Beck Branch Parallel Interceptor Improvements, Beck Branch Parallel Interceptor Phase II, and Plano Spring Creek Force Main Parallel; Final Settlement Agreement; Project No. 501-0439-16 [26-6242](#)**

Authorize final global settlement agreement of lawsuit styled *Ark Contracting Services, LLC v. North Texas Municipal Water District, Lockwood, Andrews & Newnam, Inc., Freese & Nichols, Inc., and Garver, LLC.*; Cause No. 471-02694-2023; In the 471st Judicial District Court, Collin County, Texas.

**WATER AGENDA ITEMS**

- B. Leonard Water Treatment Plant (WTP) Phase II; Project No. 101-0600-21 [26-6243](#)**  
**Leonard WTP Terminal Storage Reservoir Phase II; Project No. 101-0601-21**  
**Bois d’Arc Lake Raw Water Pump Station Phase II; Project No. 101-0602-21**  
**Leonard WTP High Service Pump Station Phase II; Project No. 101-0603-22**  
**Leonard WTP High Service Pump Station - South; Project No. 101-0603A-22**

**Additional Services for Construction Management and Inspection for the Bois d’Arc Lake System Projects.**

Authorize funding in the amount of \$ 3,366,386 for additional construction management and inspection services with Black & Veatch Corporation (Black & Veatch) for five projects in the North System Program related to Bois d’Arc Lake Projects.

- C. Leonard Water Treatment Plant High Service Pump Station - South; Project No. 101-0603A-22; Tabulation of Proposals And Award of Contract; and Additional Engineering Services [26-6244](#)**

Authorize award of a construction contract in the amount of \$136,220,000 with Garney Companies, Inc. and Additional Engineering Services to Carollo Engineers, Inc., in the amount of \$3,524,030 for the Leonard Water Treatment Plant High Service Pump Station - South

- D. **Leonard Water Treatment Plant Phase III; Project No. 101-0653-24; Engineering Services Agreement - Preliminary Engineering** [26-6245](#)

Authorize funding in the amount of \$4,564,900 to Carollo Engineers, Inc. for an engineering services agreement for preliminary design development of the proposed Phase III expansion of the Leonard Water Treatment Plant (WTP).

- E. **Authorization of the Execution of the Potable Water Supply Contract with the City of Lucas, a current Customer of NTMWD.** [26-6246](#)

Authorize execution of new Potable Water Supply Contract with City of Lucas (Lucas), a current Customer of NTMWD.

#### **WASTEWATER AGENDA ITEMS**

- F. **Preston Road Lift Station Peak Flow Storage Tank; Project No. 501-0668-25; Engineering Services Agreement - Final Engineering** [26-6247](#)

Authorize funding in the amount of \$2,186,300 for an engineering services agreement to HDR Engineering, Inc., for final design of the Preston Road Lift Station Peak Flow Storage Tank.

#### **SOLID WASTE AGENDA ITEMS**

- G. **Authorize Execution of the Regional Solid Waste System Contract with the City of Melissa; Resolution No. 26-05** [26-6248](#)

Adopt Resolution No. 26-05 authorizing the Execution of the Regional Solid Waste System Contract with the City of Melissa.

### **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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3/26/2026

Board Memorandum No. 26B-3

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# MEMO

**TO:** Board of Directors  
**FROM:** Jenna Covington, Executive Director  
**DATE:** March 20, 2026  
**SUBJECT:** March 26, 2026 Board Meeting

Welcome to Spring! As green sprouts start to return to the neighborhoods, we kick our conservation efforts into high gear. We are highlighting our Water is Awesome initiative in this memo, and Alex Johnson will present a more in-depth discussion at the Board meeting on our current water conservation strategies.

### **Strategic Initiative Highlight – 3.1 – Amplify Impact of Water is Awesome Regional Campaign**

The Water is Awesome campaign is a joint effort between three regional water providers—NTMWD, Dallas Water Utilities, and Tarrant Regional Water District—to raise public awareness about the need to conserve water in North Texas, with a focus on reducing outdoor water use. The media buy for this campaign uses both traditional and digital channels to reach North Texas residents with conservation messaging during the summer months, when outdoor water use is highest. To better understand residents’ behaviors and attitudes about water conservation and amplify the impact of this campaign and other conservation messaging, NTMWD hired a consultant to conduct public opinion research and subsequent focus groups in 2024. As part of this work, the Communications team established a workgroup of Member City and Customer communicators and educators to participate in the effort.

The findings of this research indicated that residents consistently ranked water scarcity and water quality concerns below other issues, such as traffic, population growth, and economic development. Sixty-seven percent of residents surveyed had not seen or heard information about water use in the past year, but of those who had, the majority heard about it from their city or utility.

Based on this research, the District’s Communications Department has partnered more closely with Member City and Customer stakeholders to ensure Water is Awesome campaign assets can be more easily used by cities and utilities. The District saw greater use of these campaign assets in 2025. The assets featuring neighborhood wildlife and humor were particularly effective.

The public opinion research has also informed other efforts, including conservation programming. A key finding from the survey was that residents residing in neighborhoods with Homeowners Associations were more likely to make changes that would reduce their water use. As an outcome of this survey, the District has been increasing outreach and pilot programming focused on reducing water use in neighborhoods with HOAs.

Moving forward, the Communications team is planning additional public research to specifically gauge the impact of the Water is Awesome campaign on behalf of all three water providers. In addition, the District Communications team will partner with selected cities and utilities in 2026 to test more localized conservation messaging.

### **Member City Visits**

Every spring, we schedule our annual visits with the leadership of our Member Cities. These meetings have become essential touchpoints with our cities and offer a chance to receive valuable feedback on significant issues facing the District and their communities. This year's topics include:

- Partnership
  - Celebrating the 75<sup>th</sup> Anniversary of NTMWD
  - Conservation Visioning
  - Significant Developments and Redevelopments
- Service
  - Long Range Water
  - Water, Wastewater and Solid Waste Projects (relevant to each city)
- Stewardship
  - Stewardship Focus in Budgeting
  - New Additional Delivery Point Policy (tentative)
  - Adoption of the Updated Customer Contract Template

Currently, most of these visits are scheduled for April. We are still awaiting responses from a few cities.

- 3/27 at 9:30 AM – Rockwall
- 3/27 at 11:00 AM – Royse City
- 4/16 at 2:00 PM – McKinney
- 4/16 at 3:30 AM – Allen
- 4/17 at 2:00 PM – Plano
- 1/17 at 3:30 PM – Frisco
- 4/21 at 9:30 AM – Farmersville
- 4/27 at 11:00 AM – Mesquite
- 4/27 at 1:30 PM – Garland
- TBA – Forney
- TBA – Princeton
- TBA – Richardson
- TBA – Wylie

While not required, these visits are great opportunities for Directors to engage with their appointing cities and offer insight from the Board's perspective.



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3/26/2026

Consent Agenda Item No. 26C-6

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**February 2026 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, February 26, 2026 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  
FEBRUARY 26, 2026**

The North Texas Municipal Water District (NTMWD) Board of Directors met in a regular meeting on Thursday, February 26, 2026, 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 David Hollifield called the meeting to order at approximately 2:30 p.m.

President Hollifield 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 Rick Crowley offered the invocation.

**III. PLEDGE OF ALLEGIANCE**

President Hollifield led the Pledge of Allegiance.

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

President Hollifield 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>	√	
Franklin <b>BYRD</b>	Absent	
Rick <b>CROWLEY</b>	√	
George <b>CRUMP</b>		√
Lori Barnett <b>DODSON</b>		√
Phil <b>DYER</b>	√	
Marvin <b>FULLER</b>		√
David <b>HOLLIFIELD</b>	√	
Chip <b>IMRIE</b>	√	
Blair <b>JOHNSON</b>	√	
Ronald <b>KELLEY</b>	Absent	
Geralyn <b>KEVER</b>		√
Alan <b>McCUISTION</b>	√	
Rick <b>MANN</b>	√	
Steve <b>MATTHEWS</b>	√	
Jack <b>MAY</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>	√	
Stephen <b>TERRELL</b>	√	
Larry <b>THOMPSON</b>	√	

The following NTMWD legal and professional consultants attended the meeting:

- Lauren Kalisek – 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 Hollifield welcomed new Director, Steve Matthews. He was appointed by the City of Allen in January to fill the seat vacated by Dr. Farmer's retirement in December.

President Hollifield reviewed the tentative meeting schedule for March as follows:

- Wednesday, March 11: Executive and Solid Waste Committees
- Wednesday, March 25: Wastewater and Water Committees
- Thursday, March 26: 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 NTMWD was awarded the Asset Management Project of the Year at the Underground Infrastructure Conference held in San Antonio last month. She advised that the program goals were exceeded and offered her congratulations to the Wastewater Conveyance Team.

2025 Employee of The Year and Team of The Year

Executive Director Covington reviewed that the Carl W. Riehn Employee of the Year award was created in 1999 to commemorate and memorialize the 28 years of dedicated service of Mr. Riehn, who served as the District's Executive Director from 1969 to 1998. She advised that this honor is awarded to an outstanding employee who is nominated and selected by fellow employees.

Executive Director Covington stated that 30 nominations for Employee of the Year were submitted with four finalists being selected. Those four finalists are:

Lance Hutchins, Water Plant Operator II- Bonham Water Treatment Plant  
Tim Forte, Lead Wastewater Plant Operator- Wilson Creek Wastewater Treatment Plant  
Ruby Magnuson, Administrative Technician- 121 Regional Disposal Facility  
Pamela Cooper, Sr. Sample Control Technician, Support Services- Laboratory

Executive Director Covington announced that the 2025 Employee of the Year is Ruby Magnuson. Ms. Magnuson was present to receive this recognition.

Executive Director Covington stated that the Team of the Year Award was created to recognize outstanding teamwork and job performance to achieve the NTMWD mission, which is to:

"Provide high quality and dependable water, wastewater and solid waste services in a cost efficient manner."

She added that the intent of this award is to promote cooperation, communication, planning and prioritization and other attributes of a cohesive team while recognizing those that go above and beyond.

This year, there were 20 nominations, the most ever submitted. Four teams were selected as finalists and include:

The Employee Engagement Working Group  
The Rowlett Creek CEPT & SDOX/LOX Implementation Team  
The Mesquite Overhead Power Distribution Team  
The Sister Grove Startup Team

Executive Director Covington announced that the Sister Grove Startup Team is the 2025 Team of the Year. Members of the team were present for recognition. She noted that this team is comprised of staff from several different departments.

Executive Director Covington also provided an overview of the Executive Director's 2026 Management Focus Areas for this calendar year. She provided details and said that the information will be provided to each Director. It was noted that these focus areas were presented at the Executive Committee meeting this month.

## **VII. PUBLIC COMMENTS**

Members, customers, and the public were invited to participate during the public comment period of the meeting. Before the start of the meeting, speakers completed and submitted a "Public Comment Registration Form." During this portion of the meeting, speakers were recognized by name and asked to provide their comments. The time limit was three (3) minutes per speaker, not to exceed a total of thirty (30) minutes for all speakers. Texas Open Meetings Act prohibited the Board Members from discussing items not listed in the agenda, however, they could respond with factual or policy information.

There were no requests for public comment.

## **VIII. DISCUSSION ITEMS**

### **A. Update on Texas Parks and Wildlife partnership with North Texas Municipal Water District**

Galen Roberts, Director of Water Resources, advised that in April, the Bois d'Arc Lake will celebrate the second anniversary of the lake being open to the public for recreation. He described the partnership that NTMWD has had with the Texas Parks and Wildlife over the past several years on various projects and issues, including their role in the Bois d'Arc Lake project.

Mr. Roberts introduced Dan Bennett, TPWD Inland Fisheries Division, who reviewed their activities related to stocking the lake with fish, which will occur each spring. He described regulations regarding fish sizes as well as the types of fish in the lake. Mr. Bennett provided survey data that TPWL collected over 40 days, which includes the number of boats, and the number of anglers that averaged 86 per day.

During the survey, zip codes were collected from the anglers that reflected people from eight (8) states. Websites related to the lake's fishing were provided. He advised that recently an invasive plant species was introduced into the lake from Caddo Lake. The plant was quickly identified and collection efforts are believed to be successful.

TPWL Regional Director Stephen Lange provided an overview of public hunting at Bois d'Arc Lake. He advised that hunting is only allowed on the west side of the lake and is prohibited on the east side of the lake near the headquarters. He explained the migratory game bird regulations that are in place on the lake. He noted that hunters are required to register to hunt at Bois d'Arc Lake. Mr. Lange reviewed the collaboration efforts underway for public fishing and hunting agreements.

**IX. EXECUTIVE SESSION**

There were no scheduled Executive Session items.

**X. RECONVENE INTO REGULAR SESSION**

There were no scheduled Executive Session items.

**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.

President Hollifield 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 Don Paschal to approve the Consent Agenda items and a second by Director Alan McCuiston, the Board of Directors voted unanimously to approve the Consent Agenda items. Director GERALYN KEVER was absent from the vote.

**A. January 2026 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, January 22, 2026, as presented.

**B. Modification of Capital Projects Request**

Recommend the Board of Directors approve the February 2026 Modification of Capital Projects Request as presented.

**C. Princeton Lift Station Expansion – Pump Impeller Replacement; Project No. 501-0617-22 Award of Seller Services Agreement**

Authorize award of a seller services agreement in the amount of \$262,892 to FCX Performance Inc. dba Pierce Pump Company.

**XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION****GENERAL / ADMINISTRATIVE AGENDA ITEMS****A. Annual Comprehensive Financial Report**

Accept Submission of the fiscal year 2025 Annual Comprehensive Financial Report (ACFR).

Director Rick Crowley advised that the District's audit partner from Crowe, LLP, presented the audit results on February 11th to the Finance Committee. Michelle Buss, Audit Manager, is available to answer any questions. The Finance Committee and staff recommend the Board authorize the acceptance of the FY25 Annual Comprehensive Financial Report.

Upon a motion by Director Rick Crowley and a second by Director Rick Mann, the Board of Directors voted unanimously to approve. Director GERALYN KEVER was absent from the vote.

President Hollifield advised that the following Items XII. B., C., and D. all pertain to Refunding Bonds for Extendable Commercial Paper Bonds.

**B. Refunding Bonds for Extendable Commercial Paper Bonds; Resolution No. 26-02**

Adopt Resolution No. 26-02 requesting authorization to issue Refunding Bonds for the Regional Water System Extendable Commercial Paper Bonds.

Director Rick Crowley read the following statement:

This item and the next 2 items (C-D) were reviewed at the February 11th Finance Committee meeting. The Finance Committee voted to recommend the Board of Directors adopt Resolutions Nos. 26-02, 26-03, and 26-04 authorizing the issuance, sale and delivery of NTMWD Refunding Bonds in amounts not to exceed \$700,000,000 in the Regional Water System, \$400,000,000 in the Regional Wastewater System, and \$150,000,000 in the Upper East Fork Interceptor System. These resolutions are effective for 1 year and provide liquidity for the extendable commercial paper programs. Refunding bonds authorized by these actions will only be sold in the event of a failed extendable commercial paper remarketing.

Upon a motion by Director Rick Crowley and a second by Director Rick Mann, the Board of Directors voted unanimously to approve Resolution No. 26-02 as presented. Director GERALYN KEVER was absent from the vote.

**C. Refunding Bonds for Extendable Commercial Paper Bonds; Resolution No. 26-03**

Adopt Resolution No. 26-03 requesting authorization to issue Refunding Bonds for the Regional Wastewater System Extendable Commercial Paper Bonds.

Upon a motion by Director Rick Crowley and a second by Director Terry Sam Anderson, the Board of Directors voted unanimously to approve Resolution No. 26-03 as presented. Director GERALYN KEVER was absent from the vote.

- D. Refunding Bonds for Extendable Commercial Paper Bonds; Resolution No. 26-04**  
Adopt Resolution No. 26-04 requesting authorization to issue Refunding Bonds for the Upper East Fork Wastewater Interceptor System Extendable Commercial Paper Bonds.

Upon a motion by Director Rick Crowley and a second by Director Rick Mann, the Board of Directors voted unanimously to approve Resolution No. 26-04 as presented. Director Geralyn Keever was absent from the vote.

**WATER AGENDA ITEMS**

- E. Leonard Treated Water Pipeline No. 2, Segment D; Project No. 101-0684-26; Engineering Services Agreement - Final Engineering Design**  
Authorize funding in the amount of \$4,583,900 to Freese and Nichols, Inc. for an engineering services agreement for final engineering design of the proposed Leonard Treated Water Pipeline No. 2, Segment D.

Director Jack May stated that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize approval.

This new 84-inch pipeline segment is the first of two that will convey additional treated water from the Leonard Water Treatment Plant to the District’s north water conveyance system to meet growing demand requirements. Segment D includes over 72,000 linear feet of pipe between the Leonard Plant and Segment E.

Upon a motion by Director Jack May and a second by Director Larry Thompson, the Board of Directors voted unanimously to approve. Director Geralyn Keever was absent from the vote.

- F. Leonard Treated Water Pipeline No. 2, Segment E; Project No. 101-0685-26; Engineering Services Agreement – Final Engineering Design**  
Authorize funding in the amount of \$4,890,150 to HDR Engineering, Inc. for an engineering services agreement for final engineering design of the proposed Leonard Treated Water Pipeline No. 2, Segment E.

Director Jack May stated that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize approval.

This new 84-inch pipeline segment is the second of two that will convey additional treated water from the Leonard Water Treatment Plant to the District’s north water conveyance system to meet growing demand requirements. Segment E includes approximately 58,000 linear feet of pipe between Segment D and NTMWD’s existing water conveyance system

Upon a motion by Director Jack May and a second by Director Blair Johnson, the Board of Directors voted unanimously to approve. Director Geralyn Keever was absent from the vote.

**G. Leonard to Princeton Pipeline; Project No. 101-0686-26; Preliminary Engineering Services Agreement**

Authorize funding in the amount of \$2,737,600 to AECOM Technical Services, Inc. for an engineering services agreement (ESA) for preliminary design of the Leonard to Princeton Pipeline project.

Director Jack May advised that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize approval.

Projected growth in areas served by NTMWD's North Water Conveyance System will require water supply greater than the system's existing capacity. The purpose of this project is to design a new 28,000 linear foot, 48-inch pipeline connecting Leonard Water Treatment Plant supplies to the North System in Princeton.

Upon a motion by Director Jack May and a second by Director Larry Thompson, the Board of Directors voted unanimously to approve. Director Geralyn Keever was absent from the vote.

**H. Leonard Treated Water Pipeline to Farmersville Delivery Point; Project No. 101-0632-23; Tabulation of Bids and Award of Contract for Pipe Procurement**

Authorize award of a procurement contract in the amount of \$15,257,175 to Northwest Pipe Company for pipe procurement, storage, and delivery for the Leonard Treated Water Pipeline to Farmersville Delivery Point project.

Director Jack May stated that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize approval.

This item authorizes the procurement of 62,300 linear feet of 48-inch pipe to connect the Leonard Water Treatment Plant treated water pipeline to NTMWD's water conveyance system near Farmersville. A subsequent construction package is needed to authorize construction of the pipeline. This project will help meet growing demands in the region.

Upon a motion by Director Jack May and a second by Director Alan McCuiston, the Board of Directors voted unanimously to approve. Director Geralyn Keever was absent from the vote.

**I. Authorization of Execution of the Potable Water Supply Contract with Milligan Water Supply Corporation (WSC), a current Customer of NTMWD.**

Authorize execution of new Potable Water Supply Contract with Milligan WSC (Customer), a current Customer of NTMWD

Director Jack May stated that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize approval.

The existing water supply contract does not expire until October 26, 2043, but Milligan Water Supply Corporation and NTMWD desire to amend and completely restate the terms of the existing Contract and enter into a new Customer Potable Water Supply Contract that conforms to NTMWD's current standard.

Upon a motion by Director Jack May and a second by Director Ray Stephens, the Board of Directors voted unanimously to approve. Director Geralyn Keever was absent from the vote.

**J. Authorization of Execution of the Potable Water Supply Contract with the Town of Little Elm, a current Customer of NTMWD.**

Authorize execution of new Potable Water Supply Contract with Town of Little Elm (Customer), a current Customer of NTMWD.

Director Jack May stated that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize approval.

The previous contract does not expire until March 27, 2033, but the Town of Little Elm and NTMWD desire to amend and completely restate the terms of the existing Contract and enter into a new Customer Potable Water Supply Contract that conforms to NTMWD's current standard.

Upon a motion by Director Jack May and a second by Director Rick Crowley, the Board of Directors voted unanimously to approve. Director Geralyn Keever was absent from the vote.

**SOLID WASTE AGENDA ITEMS**

**K. Public Hearing on City of Melissa Request for Membership in Regional Solid Waste System**

Setting public hearing on City of Melissa request for membership in the Regional Solid Waste System.

Director Richard Peasley advised that the Solid Waste Committee met on January 21<sup>st</sup> to review this item and recommends the Board of Directors approve a hearing date of March 3, 2026, at 1:00 pm for the City of Melissa's request for membership in the Regional Solid Waste System and for NTMWD staff to provide written notice of the hearing to all Regional Solid Waste System member cities.

Upon a motion by Director Richard Peasley and a second by Director Rick Crowley, the Board of Directors voted unanimously to approve. Director Geralyn Keever was absent from the vote.

**L. Second Modification of Interlocal Cooperation Agreement between NTMWD and City of Plano, and Companion Memorandum of Understanding between NTMWD and Cities of Allen, Frisco, McKinney, Plano, and Richardson Regarding Amended and Restated Regional Composting Program**

Authorize the Executive Director to execute the Second Modification of Interlocal Cooperation Agreement (ILA) Between North Texas Municipal Water District and the City of Plano, Texas for Amended and Restated Regional Composting Program, and execute the companion Second Modification of Memorandum of Understanding (MOU) Between North Texas Municipal Water District, Cities of Allen, Frisco, McKinney, Plano, and Richardson Regarding Amended and Restated Regional Composting Program Interlocal Agreement.

Director Richard Peasley stated that the Solid Waste Committee met November 19th and January 21st and discussed this item. He recommended the Board of Directors authorize the Executive Director to execute the Second Modification of the Interlocal Agreement and the Second Modification of the companion Memorandum of Understanding for the Amended and Restated Regional Composting Program upon the Plano City Council’s authorization to execute the same documents and the Cities of Allen, Frisco, McKinney, and Richardson executing the companion MOU.

Upon a motion by Director Richard Peasley and a second by Director Jody Sutherland, the Board of Directors voted unanimously to approve. Director GERALYN KEVER was absent from the vote.

**XIII. CLOSING ITEMS**

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

Director McCuiston offered his appreciation and congratulations to the Finance team for a clean audit.

Directors Anderson and Crowley expressed appreciation to Texas Parks and Wildlife for their partnership with the District and the presentations provided at this meeting.

Director Peasley requested a future update on the mitigation property at Bois d’Arc Lake.

**XIV. ADJOURNMENT**

There being no further business, the meeting adjourned at approximately 3:46 p.m.

APPROVED:

\_\_\_\_\_  
DAVID HOLLIFIELD, President

ATTEST:

\_\_\_\_\_  
KEITH STEPHENS, Secretary



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3/26/2026

Consent Agenda Item No. 26C-7

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**Modification of Capital Projects Request**

**RECOMMENDATION**

Recommend the Board of Directors approve the February 2026, 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. None

WASTEWATER SYSTEM

a. Project No. 501-0453-17, Indian Creek Lift Station No. 2

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract Amount	\$7,463,700.00	415
Prior Change Order(s) Total	\$691,660.62	2,242
<b>Previous Payments</b>	<b>\$7,939,606.00</b>	<b>-</b>
<b>Proposed Final Payment to Red River Construction Co.</b>	<b>\$215,754.62</b>	<b>-</b>
<b>Final Contract Amounts</b>	<b>\$8,155,360.62</b>	<b>2,657</b>

Original Completion Dates: Substantial – August 18, 2019; Final – October 17, 2019  
Revised Completion Dates: Substantial – October 7, 2025; Final – December 6, 2025

No additional funding is requested for Final Payment.

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. 101-0548A-19, Lake Tawakoni Water Treatment Plant Improvements

Description	Amount	Days
Original Contract Amount	\$9,480,000.00	465
Prior Change Order(s) Total	\$158,337.29	364
<b>Proposed Change Order No. 7</b>		
Reconciliation of contract recommended for closing (credit)	(\$450.00)	0
<b>Proposed Change Order No. 7 Decrease</b>	<b>(\$450.00)</b>	<b>0</b>
<b>Final Contract Amounts</b>	<b>\$9,637,887.29</b>	<b>829</b>

Original Completion Dates: Substantial – November 24, 2022; Final – January 23, 2023  
 Revised Completion Dates: Substantial – November 23, 2023; Final – January 22, 2024

Funding in the amount of (\$450.00) for Change Order No. 7 to Heritage Constructors, Inc., will be credited back to the Regional Water System Construction Funds

WASTEWATER SYSTEM

- a. None

SOLID WASTE SYSTEM

- a. None.

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

WATER SYSTEM

- a. Project No. 101-564-20, Wylie Water Treatment Plant (WTP) Back-Up Power Improvements

DESCRIPTION	AMOUNT
Original ESA	\$6,118,690.75
Prior Additional Services	\$217,220.00
<b>Additional Services</b>	<b>\$459,938.00</b>

Inclusion of support for the Construction Manager At-Risk (CMAR) delivery method	
<b>Revised ESA Amount</b>	<b>\$6,795,848.75</b>

Funding in the amount of \$459,938 for Amendment No. 2 to Gupta and Associates, Inc., is available in the Regional Water System Construction Funds.

WASTEWATER SYSTEM

- a. Project No. 301-0426-16, Sister Grove Regional Water Resource Recovery Facility, Additional Internal Inspection Services

DESCRIPTION	AMOUNT
Original Internal Inspection Services	\$630,000.00
Prior Additional Services	\$1,273,202.08
<b>Proposed Additional Services</b>	<b>\$50,000.00</b>
Additional services for internal inspection	
<b>Revised ISA Amount</b>	<b>\$1,953,202.08</b>

The cumulative amount requested exceeds 25% of the original contract value. NTMWD staff recommends approval of the additional services on this report in lieu of an individual Administrative Memorandum.

Funding in the amount of \$50,000.00 for NTMWD Internal Inspection is available in the Regional Wastewater System Construction Funds

SOLID WASTE SYSTEM

- a. None



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3/26/2026

Consent Agenda Item No. 26C-8

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## **Regional Water System**

### **Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Murphy regarding Relocation of 14-inch Wylie to Plano Waterline in Murphy, Texas, Project Number 101-0687-26, Resolution No. 26-06**

#### **SUBJECT**

Adopt Resolution No. 26-06 authorizing the execution of an Interlocal Agreement in the amount of \$29,500 between the North Texas Municipal Water District (NTMWD) and the City of Murphy (Murphy).

#### **PURPOSE**

Murphy plans to construct a new pedestrian bridge along the north right-of-way of Farm-to-Market Road (F.M.) 544 at the Maxwell Creek Bridge crossing. To accommodate Murphy's project, approximately 50-linear feet of NTMWD's 14-inch Wylie to Plano waterline must be relocated to allow placement of the east bridge abutment.

#### **RECOMMENDATION**

The Executive Director, NTMWD staff and Saunders, Walsh & Beard, Attorneys and Counselors, recommend the Board of Directors authorize the Executive Director to execute an Interlocal Cooperation Agreement as follows:

- 1) Authorize the Executive Director to execute an Interlocal Cooperation Agreement with the City of Murphy.
- 2) Adopt Resolution No. 26-06, "*A Resolution Authorizing the Executive Director to execute an Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Murphy Regarding Relocation of the 14-inch Wylie to Plano Waterline*"

Contracting Party: City of Murphy

Scope: Relocation of NTMWD's 14-inch Wylie to Plano Waterline

Project: Number 101-0687-26, Interlocal Cooperation Agreement between the NTMWD and the City of Murphy regarding Relocation of 14-inch Wylie to Plano Waterline in Murphy, Texas

Amount: \$29,500

Committee: This will be a Champion Update at the March 25, 2026, Water Committee meeting

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.4 Reliable and Resilient Systems 3.3 Durable Strategic Partnerships
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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 checked="" type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND**

In June 2023, the Murphy City Council authorized a project to enhance the F.M. 544 pedestrian bridges across Maxwell Creek. In August 2023, three bridge designs were presented to the Murphy Park and Recreation Board, and a shaped archway bridge was selected for final design.

In May 2025, Murphy staff contacted NTMWD regarding the relocation of a portion (approximately 50 -linear feet) of the 14-inch Wylie to Plano waterline near the east end of the bridge. Murphy has agreed to include the relocation in its bridge project and to cover all costs. Murphy will also dedicate a new easement for the waterline. This relocation is needed to allow construction of bridge piers and supporting structure.

This coordination supports both local and regional infrastructure improvements and demonstrates continued collaboration between NTMWD and local municipalities.

**INTERLOCAL AGREEMENT:**

The Agreement is attached with the key points below:

- Murphy shall be solely responsible for the procurement and construction of NTMWD’s 14-inch waterline.
- Murphy agrees to reimburse NTMWD for legal, design review and inspection fees associated with the relocation of NTMWD’s 14-inch waterline.
- All construction costs will be borne by the City of Murphy.

**FUNDING**

In accordance with the Interlocal Agreement, NTMWD will be reimbursed in full by the City of Murphy for any legal, design review and inspections costs. Initial funding in the amount of \$29,500 will be made available from the Regional Water System Capital Improvement Fund.

# NORTH TEXAS MUNICIPAL WATER DISTRICT

## RESOLUTION NO. 26-06

### A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE NORTH TEXAS MUNICIPAL WATER DISTRICT AND THE CITY OF MURPHY REGARDING THE RELOCATION OF 14-INCH WYLIE TO PLANO WATERLINE IN MURPHY, TEXAS

**WHEREAS**, the Interlocal Corporation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contract by and between each other to purchase goods and services and facilitate governmental functions of said political subdivisions under the terms of the Act; and

**WHEREAS**, City of Murphy plans to construct a pedestrian bridge along the north right-of-way for F.M. 544 at the Maxwell Creek Bridge (the "City Project"); and

**WHEREAS**, NTMWD owns and operates a 14-inch Wylie to Plano waterline within the City's Project (the "Affected Infrastructure"); and

**WHEREAS**, in order for the City Project to continue, approximately 50 linear feet of NTMWD's Affected Infrastructure must be relocated; and

**WHEREAS**, City of Murphy will be solely responsible for the procurement and construction of the relocation of NTMWD's Affected Infrastructure; and

**WHEREAS**, City of Murphy will be solely responsible for the costs and expenses associated with the materials and labor for the relocation of NTMWD's Affected Infrastructure; and

**WHEREAS**, City of Murphy will reimburse NTMWD for all legal, design review, and inspection fees relating to this Agreement and the City Project; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the City of Murphy and NTMWD agree as follows:

1. The Executive Director is authorized to execute an Interlocal Cooperation Agreement with the City of Murphy for the above-named project.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON MARCH 26, 2026, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.**

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**KEITH STEPHENS, Secretary**

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**DAVID HOLLIFIELD, President**

(Seal)

**RESOLUTION NO. 26-R-1172**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH NORTH TEXAS MUNICIPAL WATER DISTRICT FOR THE MAXWELL CREEK PEDESTRIAN BRIDGE PROJECT; GIVING AN EFFECTIVE DATE; AND FINDING THE MEETING AT WHICH THE RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC**

**WHEREAS**, the City of Murphy, Texas, (the “City”) is engaged in a project to construct a pedestrian bridge over Maxwell Creek at FM 544 in Murphy; and

**WHEREAS**, North Texas Municipal Water District currently owns and operates a 14-inch waterline (“NTMWD’s Waterline”) along the north right-of-way of FM 544 within the City’s Maxwell Creek Pedestrian Bridge Project (“City’s Project”), which is incorporated herein by reference; and

**WHEREAS**, in order for the City’s Project work to continue, approximately 50 linear feet of NTMWD’s Waterline (“Affected Infrastructure”) must be relocated; and

**WHEREAS**, The City shall be solely responsible for the procurement and construction of the relocation of NTMWD’s Affected Infrastructure, including the costs and expenses therefor; and

**WHEREAS**, The City shall be solely responsible for the costs and expenses associated with the materials and labor for the relocation of NTMWD’s Affected Infrastructure and NTMWD’s inspection fees.

**WHEREAS**, the City of Murphy, Texas has negotiated the attached Interlocal Cooperation Agreement with North Texas Municipal Water District (the “Agreement”); and

**WHEREAS**, the City finds entering into the Agreement is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AS FOLLOWS:**

**SECTION 1.** The foregoing recitals are hereby found to be true and correct legislative findings of the City of Murphy, Texas, and are fully incorporated into the body of this Resolution.

**SECTION 2.** Based upon these findings, the City Council of the City of Murphy, Texas

hereby approves the Interlocal Cooperation Agreement with North Texas Municipal Water District, attached hereto as Exhibit A, which is hereby incorporated into this resolution.

**SECTION 3.** This resolution shall become effective from and after its passage.

**SECTION 4.** It is hereby found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that a public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041 of the Texas Government Code.

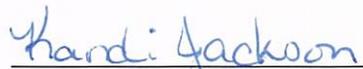
**DULY RESOLVED** by the City Council of the City of Murphy, Collin County, Texas, on this the 3<sup>rd</sup> day of March 2026.

APPROVED:

  
\_\_\_\_\_  
Scott Bradley, Mayor

ATTEST:



  
\_\_\_\_\_  
Kandi Jackson, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jonathan Moss, Asst. City Attorney

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF MURPHY  
AND  
THE NORTH TEXAS MUNICIPAL WATER DISTRICT  
FOR THE  
MAXWELL CREEK PEDESTRIAN BRIDGE PROJECT**

**THIS AGREEMENT BETWEEN THE CITY OF MURPHY AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT FOR THE MAXWELL CREEK PEDESTRIAN BRIDGE PROJECT (this “Agreement”) is made between The City of Murphy (“City”) and the NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD”), acting by and through their respective authorized representatives. City and NTMWD are collectively hereinafter referred to as the “Parties” and each, individually, a “Party.”**

**WHEREAS**, NTMWD currently owns and operates a 14-inch waterline (“NTMWD’s Waterline”) along the north right-of-way of FM 544 within the City’s Maxwell Creek Pedestrian Bridge Project (“City’s Project”) as depicted on Exhibit A, which is incorporated herein by reference; and

**WHEREAS**, in order for the City’s Project work to continue, approximately 50 linear feet of NTMWD’s Waterline (“Affected Infrastructure”) must be relocated; and

**WHEREAS**, The City shall be solely responsible for the procurement and construction of the relocation of NTMWD’s Affected Infrastructure, including the costs and expenses therefor; and

**WHEREAS**, The City shall be solely responsible for the costs and expenses associated with the materials and labor for the relocation of NTMWD’s Affected Infrastructure and NTMWD’s inspection fees.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the City and NTMWD agree as follows:

**ARTICLE ONE  
Construction**

1.01 The City’s Scope of Work. As part of the Maxwell Creek Pedestrian Bridge Project, the City shall:

a. Install approximately 50 linear feet of 14-inch bar-wrapped concrete cylinder pipe within a new NTMWD 15-foot waterline easement, between pipeline station 226+38 and station 226+82 per approved construction plans and specifications dated 2/11/2026.

b. The City warrants the plans and specifications referenced in Section 1.01 of this Agreement are accurate and suitable for their intended use based on the current, actual knowledge of the City Engineer, including knowledge of existing site conditions.

c. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate if NTMWD does not approve the proposed design documents for the relocation of NTMWD's Affected Infrastructure as defined in the City's Scope of Work.

1.02 Site Access Provided. The City, and its contractors and agents, shall have a temporary right to access NTMWD's easement area, as depicted on Exhibit A, for the limited purpose of fulfilling the City's construction obligations outlined in this Agreement. Any other work needing to be performed in NTMWD's easement area, or otherwise affecting NTMWD's Waterline or other infrastructure made the basis of this Agreement, shall require NTMWD's advanced written approval which shall not be unreasonably withheld, delayed, or qualified.

1.03 Inspection Activities. The City and/or its contractor shall notify, in writing, NTMWD's inspection staff 48 hours in advance of any need for NTMWD to inspect the work set forth in this Agreement. Such notice shall include both the scope of inspection(s) and date work will be ready to inspect.

1.04 Standards. All work will be done according to all applicable codes and regulations, including municipal, county, state, and federal. The City, through its contractor, shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the scope of work outlined in Sections 1.01 and 1.02 herein. NTMWD shall not be responsible for monitoring the City's compliance with any laws or regulations. If the City, or any of the City's contractors or agents, performs any work that is contrary to laws or regulations, NTMWD shall not be held responsible.

## ARTICLE TWO Costs

2.01 Costs Borne by the City. The City shall be solely responsible for all costs and expenses associated with the City's scope of work outlined in Section 1.01 herein. Further, the purpose of this Agreement is that NTMWD shall bear no costs or expenses associated with the City's Maxwell Creek Pedestrian Bridge Project as this Agreement is for the benefit of the City and its needs. The City shall reimburse NTMWD for any and all costs and expenses incurred by NTMWD in relation to its Maxwell Creek Pedestrian Bridge project as outlined in Section 2.02 of this Agreement.

2.02 Reimbursement of NTMWD's Costs and Fees. The City agrees to reimburse ("**Reimbursement Payment**") NTMWD for NTMWD's scope of work outlined in Section 1.03 of this Agreement. NTMWD will use the Reimbursement Payments by the City for costs NTMWD incurs in providing the following labor, materials, and services:

a. Legal Fees: City shall reimburse NTMWD for all reasonable legal fees and costs

associated with the Maxwell Creek Pedestrian Bridge project. Legal fees may, but are not expected to, exceed Ten Thousand US Dollars (\$10,000).

- b. Design Review Fees: The City shall reimburse NTMWD for all reasonable design review fees associated with the Maxwell Creek Pedestrian Bridge project. Design review fees may, but are not expected to, exceed \$10,000.
- c. Inspection Fees: The City shall pay NTMWD for all reasonable inspection fees incurred. NTMWD inspection staff shall make periodic visits to the construction site to inspect the work and meet with the City's staff and/or contractor to discuss the Maxwell Creek Pedestrian Bridge project. Inspection fees may, but are not expected to, exceed Nine Thousand Five Hundred US Dollars (\$9,500) (180 inspection hours x \$52.50 per hour).
- d. Reimbursement Payment: On a monthly basis, NTMWD shall provide the City an itemized invoice of such design review fees and inspection fees actually incurred and paid by NTMWD during the prior month, if any, including all supporting documentation as reasonably requested by the City.
- e. As for all costs to be reimbursed to NTMWD under this Agreement, the City shall have 45 calendar days after the receipt of NTMWD's invoice and all supporting documentation to make such payment to NTMWD.

**ARTICLE THREE  
Reserved**

**ARTICLE FOUR  
Defective or Non-conforming Work**

4.01 NTMWD May Stop Work. If the City's scope of work contemplated in this Agreement is defective, or the City fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the plans and specifications, NTMWD may order the City to stop the work, or any portion thereof, until the cause for such stop-work order has been eliminated. However, this right of NTMWD to stop the work shall not give rise to any duty on the part of NTMWD to exercise this right for the benefit of the City, the City's contractors, or any other individual or entity, or any surety for, or employee or agent of any of them.

4.02 Correction or Removal of Defective Work. Promptly after receipt of written notice, the City shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by NTMWD for being defective, remove it and replace it with work that is not defective. The City shall pay all costs arising out of or relating to such correction or removal of the defective work (including but not limited to all costs of repair or replacement of the work of others).

4.03 Correction Period. If the work associated with the City's scope of work described herein is found within one year after final completion to be defective, the City shall promptly, without cost to NTMWD and in accordance with NTMWD's written instructions: (a) correct

such defective work; or (b) if the defective work has been rejected by NTMWD, remove it and replace with work that is not defective, and satisfactorily correct or repair or remove and replace any damage to other work resulting therefrom.

4.04 NTMWD's Option. If the City does not promptly comply with the reasonable terms of NTMWD's written instructions, or in an emergency where delay would cause serious risk of loss or damage, NTMWD may have the defective work corrected or repaired or may have the rejected work removed and replaced. All costs arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid solely by the City.

4.05 Non-conforming Lighting Panel Control Pad. A lighting panel control pad (approximately sized 10' by 4-1/2'), being a four inch thick reinforced concrete structure, used to install the lighting control panels (cabinets and/or boxes) used in providing electrical control of the entire bridge lighting network, is to be installed by the City at the northeast corner of the bridge within state-owned right-of-way and will be supplied with power from a transformer to be installed by Oncor from a nearby pole. The pad will lay over the top of the existing North Texas Municipal Water District (NTMWD) 14-inch concrete waterline which has a depth of bury of over twelve feet. NTMWD will have the right to maintain their water line, provided NTMWD shall carefully move the lighting box and contents, if necessary for such maintenance, such that the lighting box and its contents could be re-installed by the City without having to replace/repair the box contents.

## **ARTICLE FIVE**

### **Term**

5.01 This Agreement shall be effective upon approval by the City Council and NTMWD's Board of Directors and execution by the City's and NTMWD's authorized representatives. The effective date will be the latter of the dates this Agreement is executed by the Parties' authorized representatives. This Agreement shall continue in effect until all the work required under this Agreement has been performed by the City and all payments required to be made by the City are completed. The City shall provide NTMWD with written notice of completion of such work and payments.

## **ARTICLE SIX**

### **Insurance**

6.01 Insurance Rating Requirements. All insurance required to be provided shall be obtained from insurance companies that are duly licensed or authorized in Texas to issue policies for the limits and coverages so required herein. Insurance companies providing the insurance shall have an A.M. Best Company Rating of A-VIII or better. City shall comply with all laws and regulations regarding payment and performance bonds and insurance.

6.02 Certificates of Insurance. The City shall deliver to NTMWD certificates of insurance (and other evidence of insurance requested by NTMWD) which the City's contractor is required to purchase and maintain. Failure of NTMWD to demand such certificates or other

evidence of full compliance with these insurance requirements or failure of NTMWD to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of obligation to maintain such insurance. NTMWD does not represent that insurance coverage and limits established in this Agreement necessarily will be adequate to protect the City.

6.03 The City's Contractor's Insurance. The City shall have its contractor purchase and maintain such insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from the City's contractor's performance of the work, whether it is to be performed by the City's contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the City's or the City's contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the City's or the City's contractor's employees;
- d. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
  1. by any person as a result of an offense directly or indirectly related to the employment of such person by the City or the City's contractor, or
  2. by any other person for any other reason;
- e. claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- f. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- g. The City's contractors will provide insurance satisfying the City's insurance requirements.

6.04 Insurance Policies. The policies of insurance required by this Article shall:

- a. be written on an occurrence basis, as applicable;
- b. include at least the specific coverages and be written for not less than the limits of liability required by laws or regulations;
- c. contain a provision or endorsement that the coverage afforded will not be canceled,

materially changed or renewal refused until at least 30 days prior written notice has been given to NTMWD;

- d. remain in effect at least until the work is complete; and

6.05 City’s Contractor’s Insurance Coverage.

- a. Worker’s Compensation and Employer’s Liability Insurance required for City’s contractor herein is to provide coverage for not less than the following amounts or greater where required by laws and regulations.

Workers' Compensation, etc.,	
1) State:	Statutory
2) Applicable Federal (e.g., Longshore)	Statutory
Employers' Liability	
1) Bodily Injury by Accident	\$500,000
2) Bodily Injury by Disease - Each Employee	\$500,000
3) Bodily Injury by Disease - Policy Limit	\$500,000

- b. The Liability Insurance required for City’s contractor herein is to provide coverage for not less than the following amounts or greater where required by laws and regulations. The City’s contractor can satisfy the requirements by a combination of the underlying coverage and umbrella/excess coverage; the underlying coverage amounts will be included in the overall umbrella/excess coverage amount:

Insurance for Claims of Damages	
1) General Aggregate (Except Products - Completed Operations)	\$ 2,000,000 / Occurrence \$ 4,000,000 / Aggregate
2) Products - Completed Operations Aggregate	
3) Personal and Advertising Injury (One Person/Organization)	\$1,000,000
4) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

5) Limit Per Person – Medical Expense	\$25,000
6) Personal Injury Liability coverage will include claims arising out of Employment Practices Liability, limited to coverage provided under standard contract.	\$1,000,000
7) Property Damage Liability insurance will provide explosion, collapse and underground coverage where applicable	\$1,000,000

- c. The City’s contractor’s liability insurance shall also include completed operations and product liability coverage, and eliminate the exclusion with respect to property under the care, custody and control of the City or the City’s contractor.
- d. The City’s contractor’s automobile liability insurance required herein is to provide coverage for not less than the following amounts or greater where required by laws and regulations.

Bodily Injury:	
1) Each Person	\$1,000,000
2) Each Accident	\$1,000,000
Property Damage:	
1) Each Accident	\$1,000,000
Or	
2) Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- e. Additional insured on all insurance policies in accordance with Section 6.05 (excluding workers’ compensation) include:  

North Texas Municipal Water District
- f. The City’s contractor’s contractual liability insurance required herein is to provide coverage for not less than the following amounts or greater where required by laws and regulations.

The City’s Contractual Liability Insurance	
1) General Aggregate	\$ 2,000,000
2) Each Occurrence (Bodily Injury and Property Damage)	\$ 4,000,000

6.06 Property Insurance. The City shall require Contractor to purchase and maintain a Builder’s Risk “all-risk” policy that shall at least include insurance for physical loss or damage

to the work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss. The Builder's Risk policy shall list NTMWD and the City as a loss payee; include expenses incurred in the repair or replacement of any insured property (including but not limited to reasonable fees and charges of engineers and architects) and cover materials and equipment stored at the Site or at another location and in transit for incorporation in the work from such storage locations that was agreed to in writing by NTMWD prior to being incorporated in the work. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this section will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to NTMWD.

6.07 NTMWD's Insurance for Project. NTMWD shall not be responsible for purchasing and maintaining any insurance to the City's Project in the interest of the City, the City's contractor or others involved with the work.

**ARTICLE SEVEN**  
**Immunity**

7.01 It is expressly understood and agreed that, in the execution of this Agreement, NTMWD and the City do not waive, nor shall they be deemed hereby to have waived any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto. Notwithstanding the foregoing, the City does not waive any rights or defenses arising out of NTMWD's breach of this Agreement as permitted by law or otherwise.

**ARTICLE EIGHT**  
**Notices**

8.01 All notices required under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

City of Murphy:     Aretha Adams  
                              City Manager  
                              206 N. Murphy Rd.  
                              Murphy, TX 75094

Copy To:             Andy Messer  
                              City Attorney  
                              6371 Preston Rd. Suite 200  
                              Frisco, TX 75034

NTMWD: Jennafer P. Covington Executive Director  
P.O. Box 2408  
Wylie, TX 75098

Copy To: Lewis Isaacks  
Saunders, Walsh & Beard  
6850 TPC Drive, Suite 210  
McKinney, Texas 75070

The name and address for notification may be changed by notice to the other Parties.

**ARTICLE NINE  
Severability**

9.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.

**ARTICLE TEN  
Successors and Assigns**

10.01 This Agreement shall be binding upon the Parties hereto, their successors and assigns. Neither Party will assign or transfer an interest in this Agreement without the written consent of the other Party.

**ARTICLE ELEVEN  
Venue**

11.01 The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. The Parties consent, stipulate, and agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in a state or federal court in Collin County, Texas.

**ARTICLE TWELVE  
Recitals**

12.01 The recitals are hereby incorporated in and made a part of this Agreement as if fully set forth herein. By signing this Agreement, the City and NTMWD understand and agree to all of these recitals.

**ARTICLE THIRTEEN**  
**Interpretation**

13.01 This Agreement has been negotiated by and between the Parties, and any presumption that an ambiguity contained in this Agreement shall be construed against the Party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

**ARTICLE FOURTEEN**  
**Remedies, Non-Waiver**

14.01 No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**ARTICLE FIFTEEN**  
**Entire Agreement**

15.01 This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both Parties.

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, all as of the day and year pursuant to Section 5.01 above.

EXECUTED this 3 day of March, 2026.

City of Murphy, Texas

By: [Signature]

Name: Aretha Adams

Title: City Manager

STATE OF TEXAS

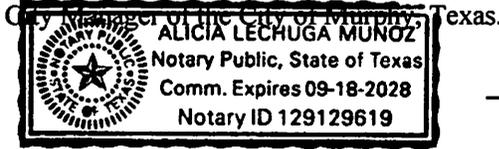
§

COUNTY OF COLLIN

§

§

This instrument was acknowledged before me on March 3rd, 2026, by Aretha Adams,



[Signature]  
Notary Public, in and for the  
State of Texas.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

North Texas Municipal Water District

By: \_\_\_\_\_

Name: Jennafer P. Covington

Title: Executive Director

STATE OF TEXAS

§

COUNTY OF COLLIN

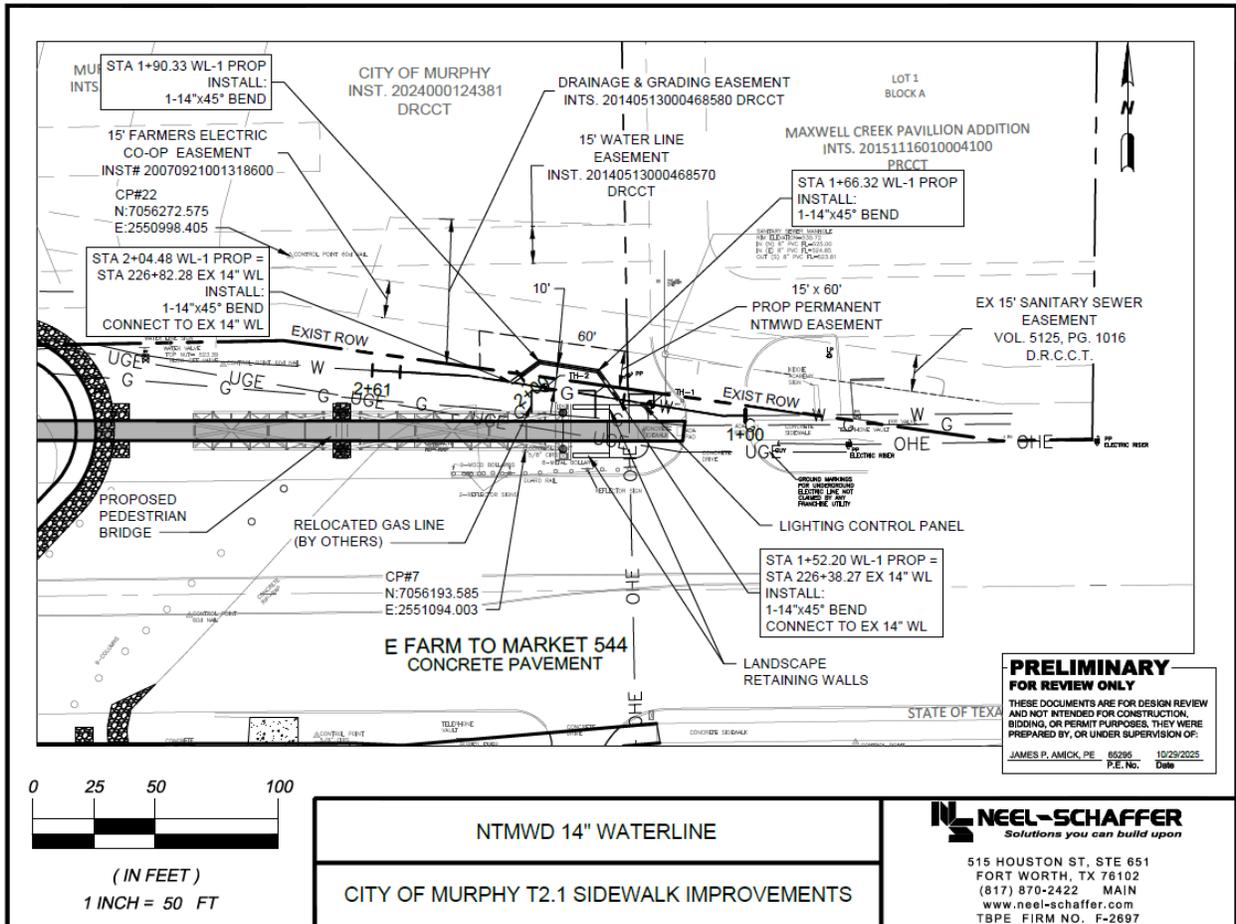
§

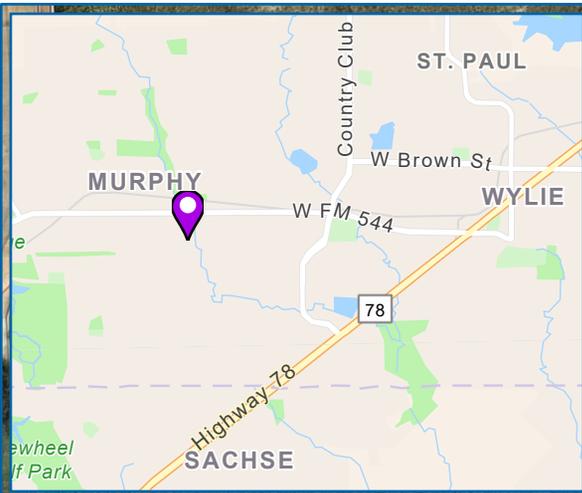
§

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by \_\_\_\_\_ of the NORTH TEXAS MUNICIPAL WATER DISTRICT, a governmental agency and body politic and corporate, on behalf of said agency and body politic and corporate.

\_\_\_\_\_  
Notary Public, in and for the  
State of Texas

# Exhibit A





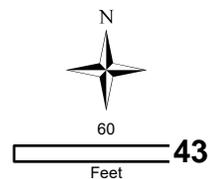
Relocation of Wylie to Plano Pipeline  
Approx. 100'



— NTMWD Water Pipe  
- - - Proposed Water Pipe



### ILA with City of Murphy regarding Relocation of 14" Wylie to Plano Waterline





3/26/2026

Consent Agenda Item No. 26C-9

**Regional Solid Waste 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. Any 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 below 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. (Buyboard Contract 620-20)

Scope: Auction NTMWD Property Declared Salvage or Surplus

Amount: 7.5% of Sale Value, payable to René Bates Auctioneers, Inc.

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective: 1.3 Proactive Asset & Maintenance Management

- |  |   |
|--|---|
| <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 type="checkbox"/> Safety                          | <input type="checkbox"/> Administrative             |
| <input checked="" type="checkbox"/> Policy               | <input type="checkbox"/> Other _____                |

## **BACKGROUND**

- On a routine basis, the Fleet Services 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:
  - 26 vehicles (cars and pickups)
  - 6 truck tractors
  - 3 heavy equipment units
  - 8 trailers
  - 14 lots of miscellaneous items
- For over ten years, the District has used René 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**

Department	Asset Number	Description	Vin Number	Miles
100-5722	687	2011 FORD F150	1FTMF1CM2BKD23073	110,865
401-5530	691	2011 FORD F150	1FTMF1CM0BKD23072	100,240
100-5723	727	2012 FORD F150	1FTMF1CM2CKD45219	200,227
101-5330	736	2012 FORD F150	1FTMF1CM3CKD45228	69,995
301-5080	763	2012 FORD F350	1FT8W3AT5CEB54982	191,604
100-5723	787	2013 FORD F150	1FTMF1CM1DKE24401	94,498
100-5723	796	2013 FORD F150	1FTFX1CF8DKE18814	184,132
101-5330	805	2013 FORD F150	1FTMF1CM5DKE24398	97,120
101-5333	813	2013 FORD F150	1FTMF1EM2DKE41012	159,718
100-5772	844	2014 FORD E150	1FTNE1EL7EDA65038	81,027
100-5772	850	2014 FORD F350	1FT8W3BTXEEB47270	133,571
401-5530	865	2015 FORD F350	1FD8W3DT9FEA60390	109,107
100-5723	885	2015 CHEVROLET 1500	1GCNCPEH7FZ256547	198,350
100-5722	905	2015 FORD F250	1FT7W2B64FEC98946	160,412
100-5712	913	2015 CHEVROLET 1500	1GCVKPEH4FZ379340	135,167
100-5723	919	2015 CHEVROLET 1500	1GCRCPEH1FZ381013	154,833
100-5723	936	2016 CHEVROLET 1500	1GCRCNEH5GZ203353	208,704
100-5723	937	2016 CHEVROLET 1500	1GCRCNEH0GZ205026	176,254
100-5723	939	2016 CHEVROLET 1500	1GCRCNEH1GZ206069	148,931
501-5000	942	2016 CHEVROLET 1500	1GCRCNEH5GZ208956	133,443
100-5722	968	2016 CHEVROLET 2500	1GC0KUEG4GZ214552	140,012
601-5000	974	2016 CHEVROLET 2500	1GC0CUE88GZ211644	161,485
100-5712	978	2016 CHEVROLET 1500	1GCVKNEH5GZ217819	171,678
100-5723	1080	2016 FORD F150	1FTEX1CF9GKF56359	193,931
501-5000	1110	2017 FORD F150	1FTFX1EF2HFA99471	169,065
100-5722	1130	2017 FORD F150	1FTFX1EF3HFA99463	195,201

**TRUCK TRACTORS**

Department	Asset Number	Description	Vin Number	Miles
100-5722	710	2011 WESTERN STAR 450 TRUCK	5KKMAEBG6BPBD5920	96,616
401-5523	717	2012 KENWORTH T800 TRUCK	1XKDD40X9CJ297945	456,620
401-5523	826	2014 KENWORTH T800 TRUCK	1XKDD40X1EJ407194	365,838
301-5180	855	2014 KENWORTH T800 TRUCK	1XKDD40X6EJ420054	265,710
301-5100	856	2014 KENWORTH T800 TRUCK	1XKDD40X8EJ420055	268,278
301-5080	881	2016 KENWORTH T800 TRUCK	1XKDDP0X6GJ473843	231,842

**HEAVY EQUIPMENT**

Department	Asset Number	Description	Vin Number	Hours
401-5523	529	2007 VOLVO A40D	A40DV70171	27,080
401-5523	884	2015 CAT D9T	CAT00D9TAREX00384	19,507
401-5523	1091	2016 KOMATSU HM400-5	10411	16,380

ATTACHMENT  
NORTH TEXAS MUNICIPAL WATER DISTRICT  
PROPERTY DECLARED SALVAGE OR SURPLUS

**TRAILERS**

Department	Asset Number	Description	Vin Number
401-5523	70	1999 CM CARGO TRAILER	49TCB1016X1042896
401-5523	639	2010 J&J ALUMINUM TIPPER TRAILER	1S94A4821AM006001
401-5523	640	2010 J&J ALUMINUM TIPPER TRAILER	1S94A4823AM006002
401-5523	641	2010 J&J ALUMINUM TIPPER TRAILER	1S94A4825AM006003
401-5523	693	2011 J&J ALUMINUM TIPPER TRAILER	1S94A4821BM006002
301-5100	933	2016 GALBREATH TRAILER	1G9F12723GA157185
401-5513	1097	2017 J&J ALUMINUM TIPPER TRAILER	1S94A4820HM006002
101-5334	1186	2018 GATOR MADE TRAILER	4Z1PB2120JS044359

**MISCELLANEOUS**

Department	Asset Number	Description	Vin Number
501-5000	461	2004 NEW HOLLAND TC35	G607897
401-5523	635	2010 BROCE CR	406700
301-5180	830	2013 CUSHMAN 1200X-G	3046982
100-5722	1092	2016 POLARIS RANGER CREW 900-5	3NSRVE873GG827535
310-5000	1180	2018 JOHN DEERE XUV825M	1M0825MBCJM010435
101-5334	1187	2018 HYDRA TREK XTB66	A3ZA6H4S6JC000303
301-5080	LOT 1	LINCOLN RANGER 250 C7XT WELDER	U1160603758
100-5712	LOT 2	RADIO EQUIPMENT	N/A
401-5530	LOT 3	CONEX CONTAINER	N/A
401-5511	LOT 4	HOODS	N/A
401-5512	LOT 5	HYDRAULIC CYLINDERS	N/A
301-5080	LOT 6	SPRINGS	N/A
401-5530	LOT 7	TWO (2) MILLER WELDERS	N/A
100-5723	LOT 8	#1 MOTOR	N/A

N/A – Not Available



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3/26/2026

Consent Agenda Item No. 26C-10

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## **Wastewater Operations**

### **Memorandum of Understanding with the Texas Department of State Health Services for Wastewater Monitoring at Panther Creek and Stewart Creek West Wastewater Treatment Plants - Resolution No. 26-08**

#### **SUBJECT**

Adopt Resolution No. 26-08 authorizing a Memorandum of Understanding with the Texas Department of State Health Services (DSHS) to allow DSHS to conduct wastewater sampling for public health surveillance at the Panther Creek and Stewart Creek West Wastewater Treatment Plants in Frisco during 2026 FIFA World Cup activities in North Texas.

#### **PURPOSE**

DSHS partners with local health departments and water utilities to track pathogens in wastewater so communities can act quickly to prevent the spread of infectious diseases. This Memorandum of Understanding allows DSHS to collect and analyze samples of wastewater for infectious diseases to provide early warning to public health officials.

#### **RECOMMENDATION**

The Executive Director, NTMWD staff, and Saunders, Walsh & Beard, recommend the Board of Directors authorize the Executive Director to execute a Memorandum of Understanding as follows:

- 1) Adopt Resolution 26-08, "A Resolution authorizing the Executive Director to execute a Memorandum of Understanding with the Texas Department of State Health Services regarding wastewater monitoring at the Panther Creek and Stewart Creek West Wastewater Treatment Plants."

Contracting Party: Texas Department of State Health Services

Scope: Wastewater / Public Health Surveillance

Project: Memorandum of Understanding for wastewater sampling at Panther Creek and Stewart Creek West WWTPs during 2026 FIFA World Cup activities in North Texas

Amount: No direct contract amount. DSHS will coordinate and conduct sampling activities

Committee: This will be an item on the March 25, 2026, Wastewater Committee meeting agenda

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective: 3.3 Durable Strategic Partnerships

<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**

DSHS partners with local health departments and water utilities to track pathogens in wastewater so communities can act quickly to prevent the spread of infectious diseases. DSHS provides local jurisdictions with support against novel or emerging pathogens, such as avian influenza, measles, and monkeypox; seasonal pathogens, such as influenza, SARS-CoV-2, norovirus, and respiratory syncytial virus; and early-warning support during large international events such as the upcoming 2026 FIFA World Cup.

**MAJOR COMPONENTS**

- DSHS coordinates and conducts wastewater sample collection activities for participating sites in the Dallas-Fort Worth area and provides site-specific weekly reports to participating local health departments and water utilities.
- NTMWD cooperates with DSHS to provide access to wastewater for sampling.
- The Memorandum of Understanding is effective for 5 years unless either party terminates earlier.
- The proposed MOU will allow DSHS to conduct sampling at Panther Creek and Stewart Creek West Wastewater Treatment Plants in Frisco during World Cup activities in North Texas.

**FUNDING**

No direct NTMWD funding is contemplated under the MOU.

# NORTH TEXAS MUNICIPAL WATER DISTRICT

## RESOLUTION NO. 26-08

### A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES REGARDING WASTEWATER MONITORING AT THE PANTHER CREEK AND STEWART CREEK WEST WASTEWATER TREATMENT PLANTS

**WHEREAS**, the Texas Department of State Health Services (“DSHS”) partners with local health departments and water utilities to track pathogens in wastewater and obtain high-quality, anonymous, community-level data that helps protect public health in Texas;

**WHEREAS**, wastewater monitoring is a proven, cost-effective public-health surveillance tool that can identify infectious disease trends from days to weeks before clinical cases surge and can complement other public-health data sources;

**WHEREAS**, DSHS provides support for monitoring novel or emerging pathogens, seasonal pathogens, and early-warning surveillance during large international events such as the upcoming 2026 FIFA World Cup activities in North Texas;

**WHEREAS**, DSHS has requested participation by the North Texas Municipal Water District (“NTMWD”) to allow wastewater sampling at the Panther Creek and Stewart Creek West Wastewater Treatment Plants in Frisco, Texas;

**WHEREAS**, under the proposed Memorandum of Understanding, DSHS will coordinate and conduct wastewater sample collection activities and provide site-specific weekly reports to participating local health departments and water utilities; and

**WHEREAS**, the Board of Directors finds that participation in this program supports regional public-health coordination and is in the best interest of NTMWD and the communities it serves;

### **NOW, THEREFORE, THE BOARD OF DIRECTORS IN A REGULAR MEETING RESOLVES THAT:**

1. The Executive Director is authorized to execute a Memorandum of Understanding with the Texas Department of State Health Services for wastewater monitoring at the Panther Creek and Stewart Creek West Wastewater Treatment Plants, subject to final review of signatory information and legal form.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON MARCH 26, 2026, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.**

---

KEITH STEPHENS, Secretary

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DAVID HOLLIFIELD, President

(SEAL)

**DEPARTMENT OF STATE HEALTH SERVICES**

**MEMORANDUM OF UNDERSTANDING  
DSHS MOU No. HHS00**



This Memorandum of Understanding (MOU), is entered into between the **Texas Department of State Health Services (DSHS)** and **North Texas Municipal Water District** (the “Water Utility” or the “WU”), who are collectively referred to herein as the “Parties.”

**I. PURPOSE**

The DSHS wastewater monitoring program works with local health departments and water utilities to track pathogens in wastewater and obtain high-quality, community-level data that helps protect public health in Texas. The program’s aim is to assess emerging or endemic microorganisms that cause disease by examining wastewater from distinct municipal sewersheds. Program activities shall be delivered in collaboration with the WU.

**II. AUTHORITY**

The Parties enter into this MOU under the authority of the Texas Government Code Chapter 531 and the Texas Health and Safety Code Chapters 12 and 81.

**III. LIAISONS AND NOTICES**

The Parties will maintain designated liaisons during the entire term of the MOU. The Parties will communicate in writing any subsequent changes in liaison personnel. The names and contact information for the initial liaisons are as follows:

**DSHS**

Shonté Battle  
Department of State Health Services  
1100 West 49<sup>th</sup> Street  
Austin, Texas 78756  
Phone: 512-776-7761  
Email: Shonte.Battle@dshs.texas.gov

**Water Utility**

Joel Nickerson  
North Texas Municipal Water District  
501 E. Brown St  
P.O. Box 2408  
Wylie, Texas 75098-2408  
Phone: 972-442-5405  
Email: jnickerson@ntmwd.com

#### **IV. LEGAL NOTICES**

Legal notices under this MOU will be deemed effective when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**Department of State Health Services**

1100 West 49th Street, MC 1911  
Austin, Texas 78756  
Attention: General Counsel

**North Texas Municipal Water District**

501 E. Brown St  
P.O. Box 2408  
Wylie, Texas 75098-2408  
Attn: Executive Director

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Any Party may change its address for receiving legal notice by notifying the other Parties in writing.

#### **V. TERM AND TERMINATION**

This MOU shall become effective once signed by all Parties and will be valid for five years. The Parties hereby agree that any Party may terminate the MOU sooner upon giving 30 days' written notice to the other Parties.

This MOU may be terminated in the event that federal or state law should be amended or judicially interpreted so as to render continued fulfillment of this MOU, on the part of any Party, unreasonable or impossible.

#### **VI. AMENDMENT**

This MOU may not be amended, modified, or changed except by written agreement executed by the Parties.

**SIGNATURE PAGE**

**DSHS MOU No. HHS00**

**DEPARTMENT OF STATE HEALTH SERVICES**

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

By:

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

JENNAFER P. COVINGTON\_\_\_\_\_

Printed Name

\_\_\_\_\_  
Title

Executive Director\_\_\_\_\_

Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**THE FOLLOWING ATTACHMENTS TO DSHS CONTRACT NO. HHS00 ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS MOU FOR ALL PURPOSES:**

**ATTACHMENT A STATEMENT OF WORK – WATER UTILITY**

**Attachment A**  
**Statement of Work – Water Utility**

**I. Purpose**

The Texas Department of State Health Services (DSHS) wastewater monitoring program works with local health departments and water utilities to track pathogens in wastewater and obtain high-quality, community-level data that helps protect public health in Texas. The program’s aim is to assess emerging or endemic microorganisms that cause disease by examining wastewater from distinct municipal sewersheds. Program activities shall be delivered in collaboration with the Water Utility (WU).

Data may be used to:

1. Understand the spread of microorganisms throughout a community;
2. Detect outbreaks in communities;
3. Assess the effectiveness of prevention approaches;
4. Identify known variants of microorganisms; and
5. Identify emerging variants of microorganisms.

**II. Roles and Responsibilities of DSHS**

- A. Facilitate timely and complete communications and program activities among implementing partners.
- B. Establish microorganism targets as advised by the Centers for Disease Control and Prevention. Microorganism targets may change according to public health priorities. DSHS will notify the WU of updates to microorganism targets by email correspondence.
  - a. Influenza A virus (IAV)
  - b. Influenza B virus (IBV)
  - c. Measles virus
  - d. Monkeypox virus
  - e. Norovirus
  - f. Respiratory syncytial virus (RSV)
  - g. Severe acute respiratory syndrome-associated coronavirus 2 (SARS-CoV-2)

- C. Develop a workplan in collaboration with the WU that includes timelines for completing program activities outlined in Section II(C)(a) – Section II(C)(d).
  - a. Wastewater sampling
    - i. Provide equipment and materials for wastewater sample collection.
    - ii. Prepare and maintain sampling equipment.
    - iii. Coordinate sample collection.
  - b. Wastewater analysis
    - i. Conduct quantitative wastewater analysis to detect pathogens.
    - ii. Conduct genomic sequencing to detect variant proportions of targeted pathogens in positive wastewater samples.
  - c. Wastewater data management
    - i. Coordinate wastewater data management to produce reliable, actionable, and high-quality data for public health action.
  - d. Wastewater data reporting
    - i. Report wastewater analysis results to the WU.
    - ii. Develop or review knowledge translation products (e.g., publications, presentations, etc.).
- D. Optimize protocols for data timeliness and quality, including minimizing time from sample collection to data reporting and maximizing quality of reported data.

### **III. Roles and Responsibilities of WU**

- A. Review and approve workplan in collaboration with DSHS.
- B. Review optimized protocols for data timeliness and quality, including minimizing time from sample collection to data reporting and maximizing quality of reported data.



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3/26/2026

Consent Agenda Item No. 26C-11

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## **Wastewater Operations**

### **Interlocal Agreement between the North Texas Municipal Water District and the City of Plano regarding Repair of Gabion Structure - Arbor Hills Nature Preserve; Resolution No. 26-07**

#### **SUBJECT**

Adopt Resolution No. 26-07 authorizing an Interlocal Agreement between the North Texas Municipal Water District (NTMWD), and the City of Plano (Plano).

#### **PURPOSE**

NTMWD and City of Plano identified damage to an NTMWD gabion structure within Indian Creek that serves as protection for an NTMWD manhole. The gabion structure is located within the Arbor Hills Nature Preserve and is in need of repair. City of Plano has an active construction project within the Arbor Hills Nature Preserve that is similar in scope to repairs needed for the NTMWD gabion structure. NTMWD and Plano have identified a repair solution to be constructed and have outlined construction and funding in an Interlocal Agreement between the two entities.

#### **RECOMMENDATION**

The Executive Director, NTMWD staff and Saunders | Walsh, recommend the Board of Directors authorize the Executive Director to execute an Interlocal Agreement as follows:

- 1) Authorize the Executive Director to execute an agreement for the Repair of Gabion Structure - Arbor Hills Nature Preserve; agreement between NTMWD and the City of Plano.
- 2) Adopt Resolution No. 26-07, "A Resolution Authorizing the Executive Director to Execute and Authorize an Interlocal Agreement Between the North Texas Municipal Water District (NTMWD) and the City of Plano (Plano) for the Repair of Gabion Structure - Arbor Hills Nature Preserve."

Contracting Party      City of Plano

Scope:                      Execution of an Interlocal Agreement for participation in a construction project for the Repair of Gabion Structure - Arbor Hills Nature Preserve

Project: Repair of Gabion Structure - Arbor Hills Nature Preserve

Amount: \$80,538 project funding for Repair of Gabion Structure - Arbor Hills Nature Preserve

Committee: This will be an item on the March 25, 2026, Wastewater Committee meeting agenda

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.3 Proactive Asset and Maintenance Management 1.4 Reliable and Resilient Systems
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<input type="checkbox"/> Regulatory Compliance	<input checked="" 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**

- NTMWD constructed the gabion structure in 2015 to protect the existing manhole located within Indian Creek.
- Floating trees and debris have damaged the gabion structure in recent years.
- The Plano active construction project is installing erosion control facilities within the Arbor Hills Nature Preserve.
- Plano contractor provided a cost to complete repairs to the NTMWD gabion structure based on a design provided by NTMWD’s consultant.
- Interlocal Agreement highlights:
  - NTMWD has requested Plano include the needed repairs to the gabion structure to the Plano Contract.
  - Plano has agreed to do so subject to reimbursement of the costs.
  - Plano agrees to execute a change order to incorporate the gabion repairs.
  - NTMWD cost is estimated to be \$80,538.

Attached is Exhibit A - location map

**FUNDING**

Funding in the amount of \$80,538 is to be made available in the NTMWD Upper East Fork Interceptor System 2025-26 Annual Operating Budget.

# NORTH TEXAS MUNICIPAL WATER DISTRICT

## RESOLUTION NO. 26-07

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND AUTHORIZE AN INTERLOCAL AGREEMENT BETWEEN THE NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD), AND THE CITY OF PLANO (PLANO) FOR THE REPAIR OF GABION STRUCTURE – ARBOR HILLS NATURE PRESERVE.**

**REGARDING THE REPAIR OF GABION STRUCTURE – ARBOR HILLS NATURE PRESERVE.**

**WHEREAS**, NTMWD currently owns and operates the 15-inch Indian Creek Trunk I (collectively “Infrastructure”) which is located adjacent to and within Indian Creek within the Arbor Hills Nature Preserve northwest of the intersection of W. Parker Road and Arbor Vista Drive as depicted on Exhibit A, which is incorporated herein by reference;

**WHEREAS**, floating debris within Indian Creek has damaged an NTMWD gabion structure that protects an NTMWD manhole;

**WHEREAS**, The City has agreed to include the Repair of Gabion Structure – Arbor Hills Nature Preserve as part of the ongoing Project PKR-D-0000. 2025-0393-B (the “Project”) in order to protect the manhole and adjacent pipeline from further erosion and potential damage;

**WHEREAS**, The District has agreed to contribute financially to the Project for the protection of the Infrastructure;

**WHEREAS**, The City shall be responsible for the procurement and construction of the Project;

**NOW, THEREFORE, THE BOARD OF DIRECTORS IN A REGULAR MEETING RESOLVES THAT:**

1. The Executive Director is authorized to execute an Interlocal Agreement with the NTMWD and City of Plano for the above-named agreement.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON MARCH 26, 2026, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.**

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**KEITH STEPHENS, Secretary**

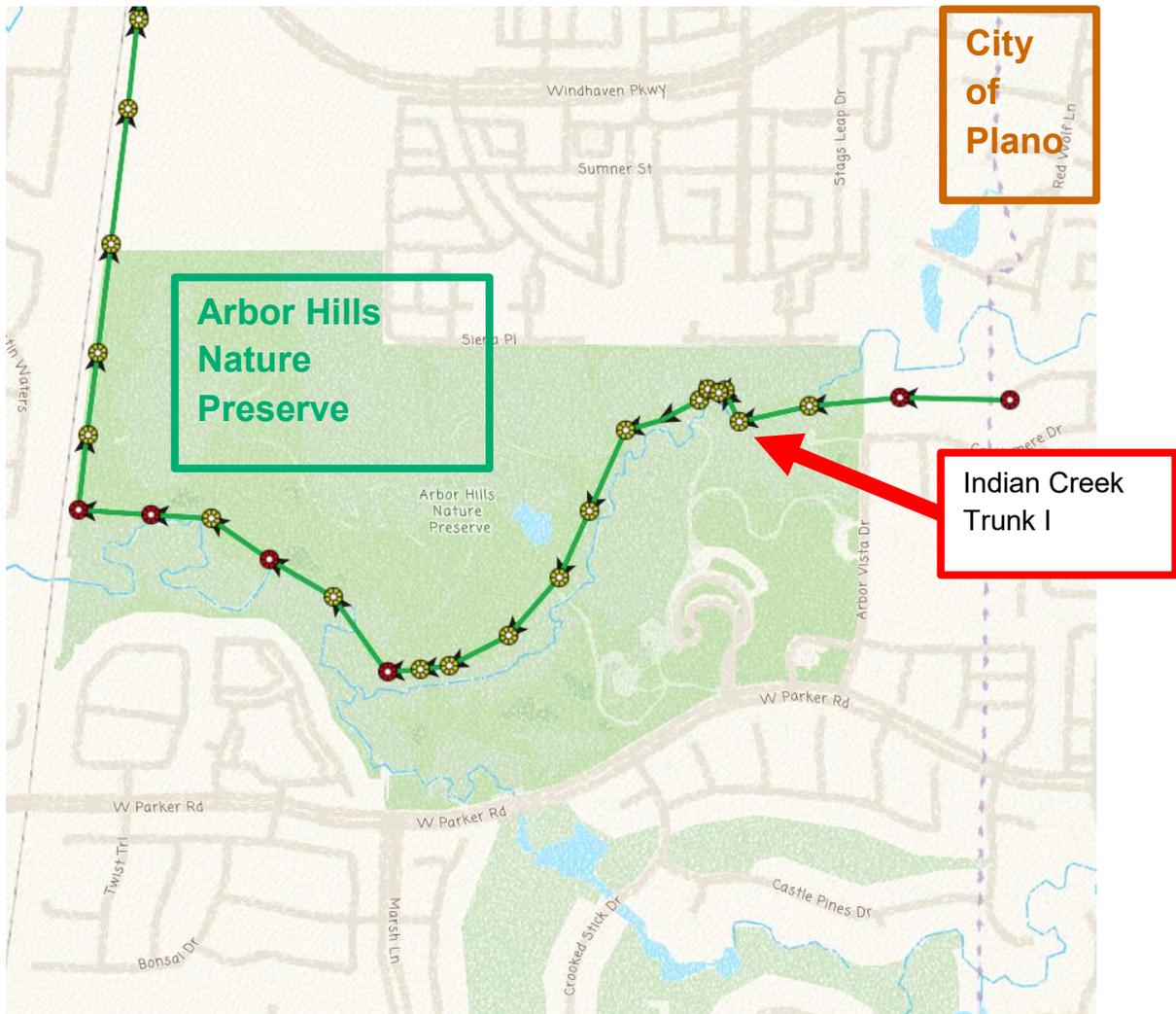
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**DAVID HOLLIFIELD, President**

**(SEAL)**

# EXHIBIT A

Interlocal Agreement between the North Texas Municipal Water District and the City of Plano regarding Repair of Gabion Structure – Arbor Hills Nature Preserve; Resolution No. 26-07



**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND  
NORTH TEXAS MUNICIPAL WATER DISTRICT  
FOR REPAIR OF GABION STRUCTURE – ARBOR HILLS NATURE PRESERVE**

**THIS AGREEMENT** is made and entered on \_\_\_\_\_, 2026 (the “Effective Date”) by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano," and **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a political subdivision of the State of Texas hereinafter referred to as "NTMWD" or “District,” as follows:

**WITNESSETH:**

**WHEREAS**, Plano is a political subdivision and NTMWD is a political subdivision of the State of Texas within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”); and

**WHEREAS**, the Act provides authority for entities such as Plano and NTMWD to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, NTMWD owns and maintains a gabion structure in need of repair at the Arbor Hill Nature Preserve; and

**WHEREAS**, Plano is currently performing erosion control work at Arbor Hills Nature Preserve through its contractor, Austin Filter Systems, Inc., pursuant to Contract No. PKR-D-00003 2025-0393-B, executed on September 4, 2025 (the “Contract”); and

**WHEREAS**, NTMWD has requested Plano include the needed repairs of NTMWD’s gabion structure to the Contract and Plano has agreed to do so, subject to reimbursement of those costs by NTMWD.

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

**I.**

**AMENDMENT OF CONTRACT AND REIMBURSEMENT BY NTMWD**

1.1 Plano Responsibilities. Plano agrees to amend the Contract to repair the gabion structure around the NTMWD manhole and perform all the necessary work as described in the scope of service attached to this Agreement as Attachment A. Plano shall provide a copy of the change order to the Contract to NTMWD after execution. Plano shall also provide a copy of the final completion of the work under the proposed change order to the District.

1.2 NTMWD Responsibilities. NTMWD agrees to pay Plano Eighty Thousand Five Hundred Thirty-Eight and 00/100 Dollars (\$80,538.00) for the services to be performed pursuant to the proposed change order to the Contract, payment to be made by the District to Plano within fifteen (15) days of the Effective Date of this Agreement.

**II.**  
**GENERAL PROVISIONS**

2.1 Term of Agreement. This Agreement shall be in force and effect from the Effective Date until all obligations contemplated herein are completed.

2.2 Address and Notice. Unless otherwise provided in this Agreement, 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 must be in writing and may be given or served in any reasonable manner necessary to reach each of the other parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, shall be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method shall be effective when received. For the purpose of Notice, the addresses of the parties shall be, until changed as hereafter provided, as follows:

Jennafer P. Covington  
Executive Director/General Manager  
North Texas Municipal Water District  
501 East Brown Street  
P.O. Box 2408  
Wylie, TX 75098

Mark D. Israelson  
City Manager  
City of Plano, Texas  
1520 K Avenue  
P.O. Box 860358  
Plano, TX 75086-0358

Any party may change the address for notice by giving notice of such change in accordance with the provisions of this section.

2.3 State and Federal Laws, Rules, Order, or Regulations. This Agreement is subject to all applicable Federal and State Laws and applicable permits, ordinances, rules, orders, and regulations of any local, State, or Federal Governmental Authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

2.4 Liability. The parties agree and acknowledge that each party is not an agent of the other party and that each party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents or employees in conjunction with each party's performance under this Agreement.

2.4 Assignment. This Agreement shall not be assignable by either party in whole or in part without the written consent of the non-assigning party, which consent shall not be unreasonably withheld.

2.5 Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the Laws of the State of Texas.

2.6 Venue. It is specifically agreed by the parties to this Agreement, that Collin 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 provisions hereof, the same shall be brought in Collin County, Texas.

2.7 General. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held

by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

2.8 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

2.9 Entire Agreement. This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both Parties.

2.10 Governmental Functions. The Parties acknowledge and agree that the performance by NTMWD and Plano of their respective obligations under this Agreement constitute governmental functions.

**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.

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jennafer P. Covington  
EXECUTIVE DIRECTOR/GENERAL  
MANAGER

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark D. Israelson  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
for Paige Mims, CITY ATTORNEY

DRAFT

**TO:** NTMWD - Amin Tehrani PhD, PE; Scott Hoelzle PE  
**CC:** City of Plano - Courtney Vanous, MES, REM, CESSWI  
**FROM:** Stephen Norair II, PG; Jonathan Swchwartzenberg, PE, CFM; Keith Byrne, PE, CFM  
**SUBJECT:** Design Recommendation - Arbor Hills Gabion Drop Structure Repair & Improvement  
**DATE:** 12/22/2025  
**PROJECT:** NTD25058/PLA24018

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## Introduction

The gabion drop structure located within Arbor Hills Nature Preserve serves as a vital protection measure for pipe segments and a manhole associated with Indian Creek Trunk I Sewer (MXLOCATIONS WWPI39545, WWPI39550, and WWMH39545). This structure is in poor condition and repairs to this structure are currently proposed by repairing the gabion drop structure back to its initial condition and placing additional rock riprap on the downstream extent of the structure. This memo provides design recommendations for the repair and improvement to this gabion drop structure.

## Existing Condition

The gabion drop structure located in Arbor Hills Nature Preserve is in poor condition and needs to be repaired to continue providing protection to an Indian Creek Trunk Sewer manhole and upstream sewer line. This structure is also holding the upstream channel elevation. If this structure continues to degrade, the manhole and/or sewer line could be impacted, and instabilities could migrate upstream through the watershed and causing long-term channel downcutting and widening.

The following observations were made during a site visit performed on July 15<sup>th</sup>, 2025 and December 18<sup>th</sup>, 2025, about the condition of the structure. Photos and their location of observed conditions are shown in Attachment 1.

- Multiple gabion baskets and blankets have been breached and have damaged, misshapen, or protruding wire.
- Ballast/rock is missing from multiple baskets and blankets.
- The gabion channel bottom is uneven due to differential settling of the baskets and damage/removal of material.
- Damage to the baskets and missing ballast is most prominent on the downstream extent of the structure on the channel bottom.
- Surface drainage and overbank flow are flanking around the outside of the structure on the left and right streambanks. Return flow to the channel has caused erosion behind the terminal gabion baskets. The terminal gabion baskets have rotated and are leaning away from the channel where material has been removed.

- A large fallen tree/woody debris is present on the upstream side of the gabion structure and has punctured the gabion. Collected debris could cause local scour on streambanks upstream of the structure.
- Scour was observed on the left streambank downstream of the structure on the outside of the stream bend, this is associated with meander migration.
- The channel bottom has downcut approximately 3 feet to marl bedrock since the structure was constructed according to available as-builts. The terminal gabion at the downstream extent of the structure is being undermined.

It should be noted that the original construction plan set (Attachment 2) and the constructed gabion structure have slight discrepancies due to change orders that occurred during the initial construction efforts. Two major differences were discovered:

- The construction plan set shows the gabion mattresses filled with grouted rock riprap. This material was not adequate so gabion rock was used as ballast (the same ballast material as the gabion baskets).
- The location and extents of gabion baskets and gabion mattress used within the structure.

### **Gabion Structure Repair Materials**

The proposed repairs and improvements include repairing and/or replacing the damaged gabion mattress and baskets in the structure.

Repairing gabion mattresses and baskets shall include the following:

- Torn wire mesh to be restitched using galvanized/PVC coated lacing wire
- Damaged sections of gabion to be patched with new panels that are to be connected with lacing wire or hog rings
- Patches to overlap a minimum of 3 inches and secured with spiral binders, lacing wire or hog rings.

The gabion rock used for the ballast material should match the specifications from the original construction plan set (the original construction plan set is provided in Attachment A; gabion rock specifications can be found on page 19). The estimated volume of gabion rock is shown in **Table 1**.

### **Additional Rock Riprap Size Gradation & Volume**

A combination of methods were used to calculate the rock riprap size gradation for the additional rock riprap protection measures. The results from each method were considered to decide the rock riprap size gradations needed. The variables used in the equations were informed by channel dimensions measured during the site visit, the available gabion structure's construction plan set, results from the effective hydraulic model/hydrologic analysis performed during the downstream Arbor Hills Nature Preserve Erosion Control, Pedestrian Bridge (Project No. PKR-D-00003) improvements project currently under construction. These methods include:

- The ARS Rock Chute Method (NRCS, 1998). This method uses an equation designed for sizing rock riprap on steep high-energy sections of channel.
- The Shields Entrainment Formula for largest moveable grain size in stream channels (Rosgen, 1996).
- Comparison of the rock riprap gradations used in the streambank protection components of the downstream erosion control project.

- Fundamental stream restoration and sediment transport concepts (e.g., stream bed material/rock riprap protection measures are less mobile when there is minimal void space between grains, scour pool formation below structures, and stream bed friction effects on particle entrainment).

The proposed rock riprap gradations and volume of rock required is shown in **Table 1**. The stone gradations that will be used match the sizes used in the Pedestrian Bridge project, so that the material can be readily sourced by the on-site contractor. It should be noted that these rock riprap gradations will be used to create a custom rock riprap mix before being placed. This process is described below.

**Table 1.** Rock Riprap Size Gradations used in Gabion Drop Structure Repair and Improvements

Stone Class	D15 (in)	D50 (in)	D75 (in)	D100 (in)	Volume Required (Cu Yd)
Gabion Stone (Ballast)	<p><b>GABION BASKETS (CONT.)</b></p> <p>4. The rock (gabion stone) shall be clean, hard, durable washed limestone, 4" to 8" in size, and of such quality that they shall not disintegrate on exposure to water or weathering during the life of the structure. Stone fill shall meet the quality requirements (ASTM C 33) and freezing and thawing requirements (ASTM D 5312) for the region of the United States in which the structure will be constructed. Prior to placing stone, samples shall be delivered to the site and shall approved for gradation and appearance by the Engineer.</p> <p>*Excerpt from Gabion Drop Structure Construction Plans regarding gabion basket ballast specifications.</p>				25
Rock Riprap Type "E"	9.0	18.0	23.4	28.8	95
Rock Riprap Type "F"	3.0	6.0	7.8	9.6	19
Stone Bed Material (ASHTO #57 or Similar)	0.33	0.66	0.85	1.5	20

**Design Approach**

The design approach to repair and improve the gabion drop structure is listed below. These items are also shown on **Exhibits 1**, which overlays the additional rock riprap protection measures over the construction detail from the original gabion drop structure plan set, which overlay the proposed improvements over site photos. The proposed repairs do not address the fundamental stresses that are inherent to this reach of stream. It is suggested that the site be monitored and it should be expected that repairs will be needed in the future.

1. Repair damaged gabion basket and mattress wiring and replace missing ballast as needed. Replace failed gabion mattresses and basket. If a void is present beneath replaced gabion mattresses or basket fill voids with gabion ballast. The location of the gabion structure repairs are shown on **Exhibit 1**.

2. Prepare the left and right streambanks for the placement of rock riprap by clearing brush and any debris. Large trees (>6") to remain in place.
3. The rock riprap protection used is called "Void Filled Rock Riprap". This material created on site by mixing the gradations shown on **Table 1**. On-site mixing of larger and smaller gradations results in a rock riprap where the grains can lock together to provide a more erosion resistant protection measure than traditional rock riprap which contains pore space between individual grains.

The Void Filled Rock Riprap used is created by:

- a. Void Filled Mix #1 – To make Void Filled Mix #1, mix:
    - i. 2 loader buckets of Rock Riprap Type "E"
    - ii. 1 loader bucket of Rock Riprap Type "F"
    - iii. 1 loader bucket of Stone Bed Material (ASHTO #57)
  - b. The resulting mix has minimal voids between individual grains.
4. Place Void Filled Mix #1 (described in Step 3) along the stream thalweg:
    - a. Void Filled Mix #1 should extend across 15' for approximately 15 feet downstream of gabion structure.
    - b. The top of the void filled rock riprap shall match gabion structure elevation (+/-4").
    - c. The void filled rock riprap in the stream shall have a minimum thickness of 4'.
    - d. At the end of the stream protection embed the void filled rock riprap a minimum 4' below the thalweg of the stream to lock into place.
  5. Place Void Filled Mix #1 over the prepared left and right streambank:
    - a. Void Filled Mix #1 should extend from the toe of the streambank and tie into the top of the streambank and wrap around the gabion basket as shown in **Exhibit 1**.
    - b. Void Filled Mix #1 should begin at the downstream edge of the gabion structure and continue downstream as shown in **Exhibit 1**.
    - c. The Void Filled Mix #1 should have a minimum thickness of 4 feet.

#### **404 Considerations**

Projects which result in the discharge of dredged or fill materials into waters of the U.S. require authorization from the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act. It is the opinion of FNI that the placement of fill associated with the proposed repair and maintenance of the existing gabion basket drop structure would be covered under Nationwide Permit (NWP) 3, *Maintenance*. NWP 3 allows for the repair, rehabilitation, or replacement of previously authorized, currently serviceable structures or fill that are not being put to a new use. The planned activities are limited to in-kind repairs with minor deviations necessary to meet safety standards and would not result in new stream channelization or stream relocation and include minimal expansion of the existing structures footprint (< 0.01 acre). The proposed project area appears to have been thoroughly disturbed by the installation of the existing drop structure; therefore, the project would not impact the habitat of federally listed threatened and endangered species or cultural resources. Consequently, it is FNI's opinion that the proposed scope of work does not trigger the requirement of a pre-construction notification (PCN) or project specific coordination with the USACE, provided the work remains within the parameters described by the design approach above and complies with all terms and conditions of NWP 3.

DRAFT

# Exhibit 1 - Proposed Repairs & Improvements N.T.S.

PREPARE STREAMBANKS FOR PLACEMENT OF VOID FILLED ROCK RIPRAP BY CLEARING BRUSH AND ANY DEBRIS. LARGE TREES (>6") TO REMAIN IN PLACE. ON THE PREPARED STREAMBANK INSTALL VOID FILLED MIX #1 BETWEEN TOE AND TOP OF BANK BEGINNING AT EDGE OF GABION STRUCTURE TO A MINIMUM 4' THICKNESS.

INSTALL VOID FILLED MIX #1 ROCK RIPRAP ALONG STREAM THALWEG FOR APPROXIMATELY 15' ALONG THE THALWEG, EXTENDING TO THE WIDTH OF 15'. THE TOP OF THE VOID FILLED ROCK RIPRAP SHALL MATCH GABION STRUCTURE ELEVATION (+/-4"). THE VOID FILLED ROCK RIPRAP IN THE STREAM SHALL HAVE A MINIMUM THICKNESS OF 4'.

TRANSITION VOID FILLED ROCK RIPRAP FROM A 1:1 SLOPE ADJACENT TO GABION BASKET TO A 2:1 SLOPE AT END OF PROTECTION.

PREPARE STREAMBANKS FOR PLACEMENT OF VOID FILLED ROCK RIPRAP BY CLEARING BRUSH AND ANY DEBRIS. LARGE TREES (>6") TO REMAIN IN PLACE. ON THE PREPARED STREAMBANK INSTALL VOID FILLED MIX #1 BETWEEN THE TOE AND TOP OF BANK BEGINNING AT EDGE OF GABION STRUCTURE TO MINIMUM 4' THICKNESS.

WRAP VOID FILLED ROCK RIP MIX #1 AROUND AND BEHIND GABION BASKET.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

TRANSITION VOID FILLED ROCK RIPRAP FROM A 1:1 SLOPE ADJACENT TO GABION BASKET TO THE EXISTING SLOPE AT END OF PROTECTION.

WRAP VOID FILLED ROCK RIP MIX #1 AROUND AND BEHIND GABION BASKET.

PROTECT EXISTING TREE

REPLACE GABION MATTRESS/BASKET AND MISSING BALLAST.

IF VOIDS ARE PRESENT BELOW GABION MATTRESS/BASKET, ADD BALLAST TO FILL VOID.

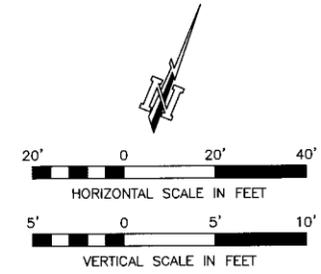
REPAIR DAMAGED WIRING AND ADD MISSING BALLAST TO GABION MATTRESS AROUND MANHOLE.

REPAIR DAMAGED WIRING AND ADD MISSING BALLAST TO GABION MATTRESSES AROUND MANHOLE.

REPAIR DAMAGED WIRING AND ADD MISSING BALLAST TO GABION BASKET.

### GABION MATTRESS/BASKET REPAIR NOTES:

1. TORN WIRE MESH TO BE RESTRICTED USING GALVANIZED/PVC COATED LACING WIRE.
2. DAMAGED SECTIONS OF GABION TO BE PATCHED WITH NEW PANELS THAT ARE TO BE CONNECTED WITH LACING WIRE OR HOG RINGS.
3. PATCHES TO OVERLAP A MINIMUM OF 3 INCHES AND SECURED WITH SPIRAL BINDERS, LACING WIRE, OR HOG RINGS.



LEGEND	
SEWER LINE	— S —
MANHOLE	⊙
CONTOUR	- - - 600 - - -
FLOW DIRECTION	←
EXISTING EASEMENT	- - - - -
CONCRETE REMOVAL	XXXXXX

AREA 6B PLAN - GABION MANHOLE PROTECTION

NORTH TEXAS MUNICIPAL WATER DISTRICT  
 MCKINNEY-PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS  
 PROJECT NAME: \_\_\_\_\_  
 SHEET NAME: \_\_\_\_\_  
 AREA 6B PLAN AND PROFILE  
 PROFILE

DRAWN BY:	JDB
DESIGNED BY:	SSH
LATEST REVISION:	11/15/2014
KSA JOB NO.:	NT.005

**KSA ENGINEERS**  
 8875 Spireway Dr., McKinney, Texas 75070  
 T: 972.542.2995 F: 972.542.4750  
 www.ksaeng.com

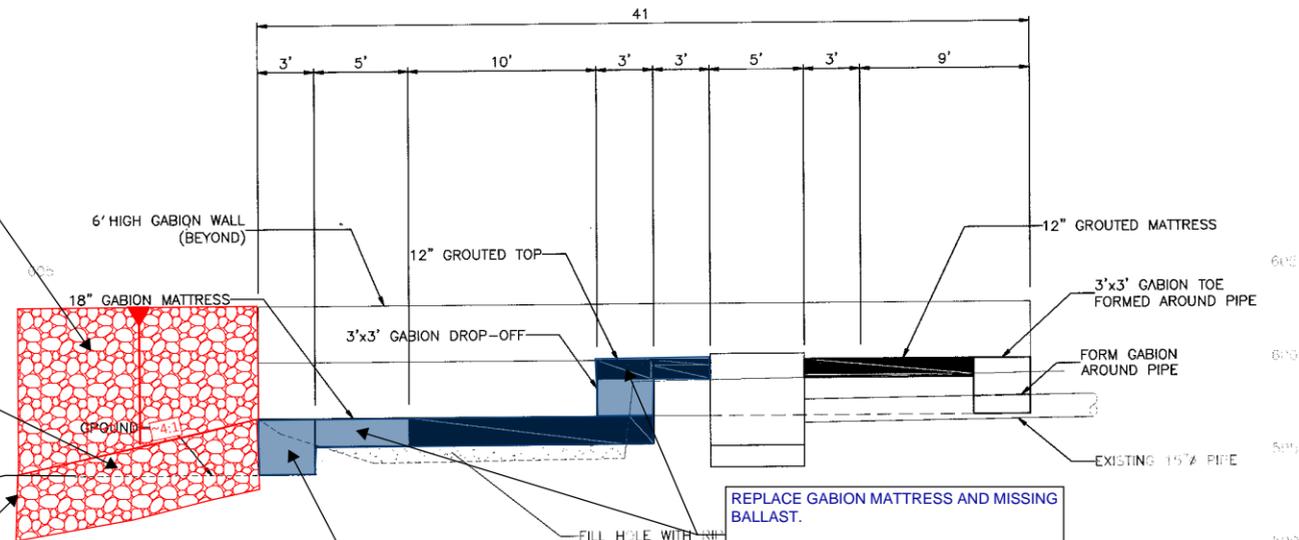
### NOTES

1. THE CONTRACTOR SHALL ESTABLISH BYPASS OF THE EXISTING STREAM FLOW BY CONSTRUCTING A COFFERDAM AND BYPASS PUMPING.
2. THE CONTRACTOR SHALL TAKE CARE IN REMOVING EXISTING CONCRETE ENCASING THE EXISTING SEWER PIPE.
3. ONCE PIPE IS EXPOSED, CONTRACTOR SHALL BYPASS PUMP EXISTING SEWER FLOWS (MAX 7 CFS), CONSTRUCT NEW MANHOLE, AND INSTALL NEW PIPE.
4. CONTRACTOR SHALL COAT NEW MANHOLES WITH RAVENS COATING OR ENGINEER APPROVED EQUAL.
5. INSTALL GASKETED RING AND COVERS, AND BOLTED MANHOLE LID.
6. THE MAXIMUM FLOW FROM THE EXISTING SEWER PIPE FOR BYPASS PUMPING PURPOSES IS APPROXIMATELY 7 CFS.

PREPARE STREAMBANKS FOR PLACEMENT OF VOID FILLED ROCK RIPRAP BY CLEARING BRUSH AND ANY DEBRIS. LARGE TREES (>6") TO REMAIN IN PLACE. ON THE PREPARED STREAMBANK INSTALL VOID FILLED MIX #1 ROCK RIPRAP BETWEEN THE TOE AND TOP OF BANK BEGINNING AT EDGE OF GABION STRUCTURE TO MINIMUM 4' THICKNESS.

INSTALL VOID FILLED MIX #1 ROCK RIPRAP ALONG THE STREAM THALWEG FOR APPROXIMATELY 15' ALONG THE THALWEG, EXTENDING TO THE WIDTH OF 15'. THE TOP OF THE VOID FILLED ROCK RIPRAP SHALL MATCH GABION STRUCTURE ELEVATION (+/-4"). THE VOID FILLED ROCK RIPRAP IN THE STREAM SHALL HAVE A MINIMUM THICKNESS OF 4'.

AT THE END OF THE STREAM PROTECTION EMBED THE VOID FILLED ROCK RIPRAP A MINIMUM 4' BELOW THE THALWEG OF THE STREAM TO LOCK INTO PLACE.



REPLACE GABION BASKET AND MISSING BALLAST.

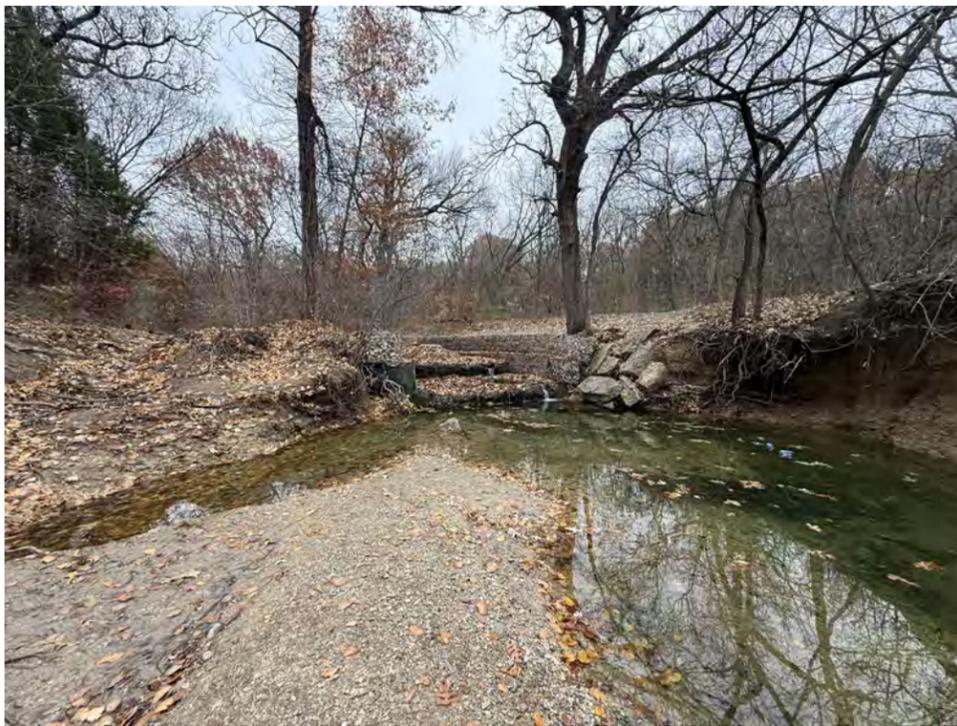
IF VOIDS ARE PRESENT BELOW GABION BASKET, ADD BALLAST FILL VOID.

REPLACE GABION MATTRESS AND MISSING BALLAST.

IF VOIDS ARE PRESENT BELOW GABION MATTRESS, ADD BALLAST FILL VOID.

SECTION - PROTECTION

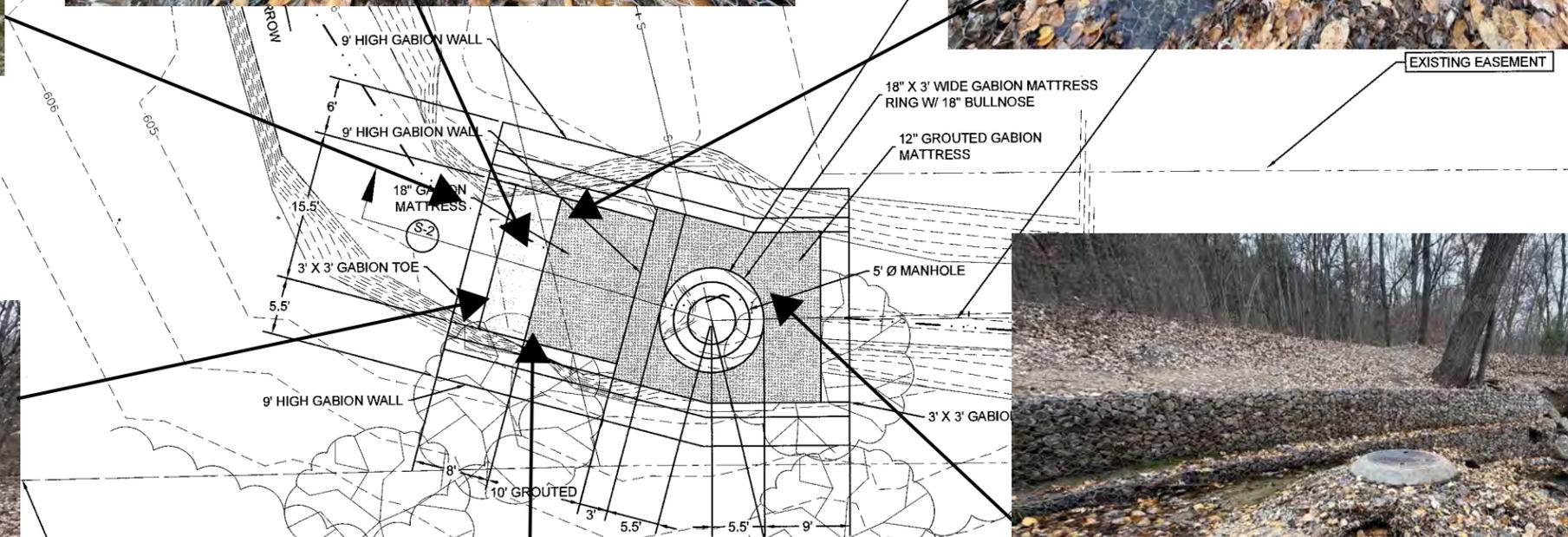




Damaged/failed gabion mattresses and gabions.



Damaged gabion mattresses and gabions. Scour on downstream left bank.



Scour on downstream edges of structure. Failed gabion mattress



Failed gabion mattress



Damaged gabion mattresses and gabions

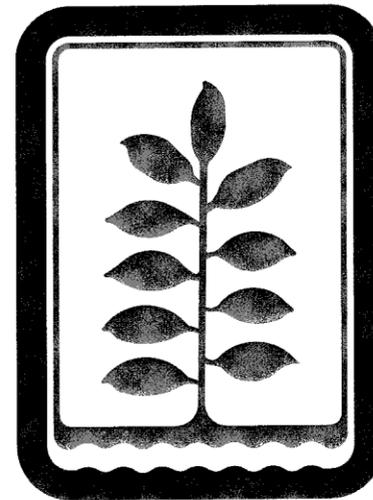
**Attachment 1 - Observed Site Conditions**

# NORTH TEXAS MUNICIPAL WATER DISTRICT

## CONSTRUCTION PLANS FOR

### MCKINNEY - PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS

PROJECT NO. 220



**KSA**  
ENGINEERS

8875 Synergy Dr. McKinney, Texas 75070  
T. 972-542-2995 F. 972-542-6750  
www.ksaeng.com  
TBPE Firm Registration No. F-1356



*Christopher Leppert*  
11-4-2014

**GENERAL NOTES**

1. TRAFFIC CONTROL DEVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THIS PROJECT IN ACCORDANCE WITH THE LATEST VERSION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TX MUTCD) AND AS REQUIRED BY TXDOT FOR CONSTRUCTION ON STATE RIGHT-OF-WAY.
2. CONTRACTOR WILL BE RESPONSIBLE FOR SETUP AND MAINTENANCE OF ALL TRAFFIC CONTROL DEVICES INCLUDING BUT NOT LIMITED TO FLAGMEN, TRAFFIC CONES, TRAFFIC BARRELS, FLASHING BARRICADES, TEMPORARY PAVEMENT STRIPING, CONSTRUCTION SIGNS, ETC. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH TX MUTCD.
3. LOCATION, DEPTH, AND SIZES OF EXISTING UTILITIES, WHETHER SHOWN ON THESE DRAWINGS OR NOT, SHALL BE VERIFIED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ANTICIPATE ALL UNDERGROUND OBSTRUCTIONS SUCH AS, BUT NOT LIMITED TO, WATER MAINS, GAS LINES, STORM AND SANITARY SEWERS, TELEPHONE, ELECTRIC LIGHT, POWER DUCTS, CONCRETE, AND DEBRIS. ANY SUCH LINES OR OBSTRUCTIONS INDICATED ON THE DRAWINGS SHOW ONLY THE APPROXIMATE LOCATIONS AND SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. THE OWNER AND ENGINEER WILL ENDEAVOR TO FAMILIARIZE THE CONTRACTOR WITH ALL KNOWN UTILITIES AND OBSTRUCTIONS, BUT THIS SHALL NOT RELIEVE THE CONTRACTOR FROM FULL RESPONSIBILITY IN ANTICIPATING ALL UNDERGROUND OBSTRUCTIONS WHETHER OR NOT SHOWN ON THE DRAWINGS.
4. ALL EXISTING UTILITIES AND SERVICES WHICH MAY BE ENCOUNTERED IN THE WORK SHALL BE MAINTAINED IN PROPER WORKING ORDER WITHOUT INTERRUPTION OF SERVICE. WITH THE CONSENT OF THE ENGINEER AND THE UTILITY OWNER, SUCH SERVICE CONNECTIONS MAY BE TEMPORARILY INTERRUPTED TO PERMIT THE CONTRACTOR TO REMOVE DESIGNATED LINES OR TO MAKE TEMPORARY CHANGES IN THE LOCATIONS OF SERVICES. THE COST OF MAKING ANY CHANGES OR TEMPORARY INTERRUPTIONS SHALL BE AT THE CONTRACTOR'S EXPENSE.
5. ALL PORTIONS OF PAVEMENT NOT DESIGNATED FOR RECONSTRUCTION THAT ARE DAMAGED BY CONSTRUCTION SHALL BE REPAIRED TO ORIGINAL OR BETTER CONDITION ACCORDING TO THE STANDARD DESIGN AND PROCEDURES OF THE CITY, COUNTY OR STATE ENTITY HAVING JURISDICTION OVER THE PARTICULAR WORK. ALL AREAS OF PAVEMENT REPAIR SHALL BE REMOVED AFTER SAW CUTTING THE EXISTING PAVEMENT TO FULL DEPTH. DIRECT PAYMENT WILL NOT BE MADE FOR SAWCUTS.
6. THE EXISTING PAVEMENT MAY NOT SUPPORT CONSTRUCTION TRAFFIC. THE CONTRACTOR SHALL LIMIT LOAD AS NECESSARY TO PREVENT DAMAGE TO THE EXISTING PAVEMENT, OR SHALL INCLUDE IN HIS BID ADEQUATE BUDGET TO REPAIR DAMAGE TO ANY EXISTING PAVEMENT SURFACES.
7. CONSTRUCTION EQUIPMENT AND VEHICLES SHALL TRAVEL A MINIMUM AMOUNT ON NEWLY CONSTRUCTED PAVEMENTS SO THAT THE NEWLY CONSTRUCTED AREAS WILL NOT BE DAMAGED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO THE NEWLY CONSTRUCTED PAVEMENTS AT THE CONTRACTOR'S EXPENSE.
8. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE REPAIRED TO ORIGINAL OR BETTER CONDITION.
9. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE AT NO COST TO THE OWNER.
10. EXCAVATED MATERIALS NOT MEETING SPECIFICATIONS FOR PROPOSED CONSTRUCTION MATERIALS SHALL BE CONSIDERED WASTE AND SHALL BE PROPERLY DISPOSED OF OFF-SITE AT NO COST TO THE OWNER.
11. CONTRACTOR SHALL RESTORE ALL WORK AREAS AND RE-ESTABLISH PROPER DRAINAGE. FINISHED GROUND SHALL NOT CONTAIN ANY MORE ROCK OR DEBRIS THAN THE SURROUNDING UNDISTURBED GROUND AND NO ROCK GREATER THAN 2".
12. PROPER SITE DRAINAGE SHALL BE MAINTAINED DURING CONSTRUCTION SO THAT PONDING OF SURFACE RUNOFF DOES NOT OCCUR AND CAUSE CONSTRUCTION DELAYS, INHIBIT SITE ACCESS, OR DAMAGE PRIVATE PROPERTY.
13. CONTRACTOR SHALL PROVIDE SILT FENCE OR OTHER NECESSARY METHODS TO KEEP SILT MATERIAL FROM WASHING OFF-SITE.
14. CONTRACTOR SHALL KEEP DIRT, MUD AND DEBRIS OFF THE HIGHWAY WITHIN THE PROJECT VICINITY. CONTRACTOR SHALL IMMEDIATELY CLEAN DIRT, MUD AND DEBRIS FROM HIGHWAY AS SOON AS IT IS NOTICED BY THE CONTRACTOR OR NOTIFIED BY THE ENGINEER OR OWNER (NO DIRECT PAY).
15. TOPSOIL SHALL BE STOCKPILED AND REPLACED TO A MINIMUM DEPTH OF 4 INCHES.
16. CONTRACTOR SHALL REVEGETATE TURF IN ALL AREAS WHERE EXISTING TURF IS DISTURBED BY CONSTRUCTION ACTIVITIES. REVEGETATION SHALL BE OF LIKE KIND AND WEED FREE.
17. EXISTING IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO FENCES, PAVEMENT, UTILITY PIPELINES, OIL AND GAS PIPELINES, DRAINAGE STRUCTURES, LANDSCAPING FEATURES, SHRUBS AND FLOWERS, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR IN THE SAME LOCATION, AND IN A CONDITION WHICH IS EQUAL TO OR BETTER THAN THE ORIGINAL CONDITION. NO SEPARATE PAYMENT SHALL BE MADE FOR THESE ITEMS EXCEPT AS PROVIDED IN THE BID PROPOSAL.
18. ALL EXISTING PAVEMENT SHALL BE SAWCUT TO ENSURE A STRAIGHT SMOOTH SURFACE. ALL CUTS SHALL BE SAWCUT IN STRAIGHT PERPENDICULAR LINES, UNLESS INDICATED DIFFERENTLY IN THE PLANS (NO DIRECT PAY).
19. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING WATER OR STORM WATER POLLUTION AND EROSION CONTROL. THE CONTRACTOR SHALL MINIMIZE TURBIDITY IN WATERWAYS DURING ALL PHASES OF THE PROJECT BY EMPLOYING ADEQUATE METHODS TO CONTROL SILT RUNOFF OR DISPERSION IN WATERWAYS. CONTROL OF TURBIDITY SHALL INCLUDE NEAR AND LONG TERM EROSION FROM FILL, SPOIL, AND/OR DEVEGETATED AREAS DURING AND FOLLOWING THE COMPLETION OF CONSTRUCTION.
20. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL HORIZONTAL AND VERTICAL CONSTRUCTION STAKING AS REQUIRED FOR THE PROJECT DEVELOPMENT.
21. CONTRACTOR SHALL PROVIDE THE OWNER A VIDEO ON DVD DOCUMENTING THE EXISTING CONDITION OF THE PROJECT SITE PRIOR TO START OF ANY CONSTRUCTION.
22. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL A PLAN SHOWING PROPOSED PARKING AND STORAGE LOCATIONS. THIS PLAN WILL HAVE TO BE APPROVED BY THE OWNER AND ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL PARK ALL EQUIPMENT IN THE STORAGE AREA WHEN NOT IN USE.
23. ALL WORK WILL BE ACCOMPLISHED DURING NORMAL DAYTIME WORKING HOURS ONLY (7AM - 6PM) OR AS APPROVED BY THE ENGINEER.
24. STOCKPILE LOCATION SHALL BE ADJUSTED IN THE FIELD AND COORDINATED WITH THE OWNER AND THE ENGINEER. STOCKPILE SHALL NOT CREATE ANY PONDING OF WATER OR ALTER DRAINAGE PATTERNS.
25. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND ACQUIRING AN ACCEPTABLE WATER SOURCE AS REQUIRED FOR CONSTRUCTION.
26. THE CONTRACTOR SHALL MAINTAIN A CLEAN SAFE CONSTRUCTION WORK AREA. THE CONTRACTOR SHALL PERFORM CLEANUP OPERATIONS ON A DAILY BASIS.
27. THE CONTRACTOR SHALL NOT DEVIATE FROM THE APPROVED CONSTRUCTION PHASING PLAN WITHOUT FIRST OBTAINING APPROVAL FROM THE ENGINEER.
28. THE CONTRACTOR SHALL HAVE SUFFICIENT EQUIPMENT AND PERSONNEL ON SITE TO ACCOMPLISH EFFICIENT AND PROMPT CONSTRUCTION OF THE VARIOUS WORK ITEMS, INCLUDING WORK ON MORE THAN ONE WORK ITEM SIMULTANEOUSLY.
29. NO TRENCHES IN OR DIRECTLY ADJACENT TO OPERATIONAL PAVEMENT SHALL REMAIN OPEN OVERNIGHT OR WHEN THE CONTRACTOR FINISHES WORK FOR THE DAY IN THE AREA. TRENCHES NOT BACKFILLED SHALL BE COVERED WITH STEEL PLATES.
30. WORK CANNOT COMMENCE UNTIL:
  - A. ALL SAFETY EQUIPMENT FOR PERSONNEL AND CONSTRUCTION EQUIPMENT IS IN PLACE AND OPERABLE.
  - B. A NOTICE TO PROCEED HAS BEEN ISSUED TO THE CONTRACTOR.
31. ALL MATERIAL SUBMITTALS FOR ITEMS TO BE USED IN CONSTRUCTION OF THE PROJECT SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
32. A COMPLETE PROJECT SCHEDULE SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND PRESENTED AND EXPLAINED BY THE CONTRACTOR TO THE MEETING ATTENDEES.
33. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND RESTRICTIONS FOR SERVICING AND MAINTAINING EQUIPMENT AND DISPOSAL OF USED LUBRICANTS, ETC. ACCORDING TO THE PERTINENT LAW AND REGULATIONS.
34. PROVIDE FLAGMAN FOR ARBOR HILLS NATURE PRESERVE HIKE AND BIKE TRAILS WHILE CONSTRUCTION EQUIPMENT AND MATERIALS ARE BEING MOVED TO AND FROM THE CONSTRUCTION SITE.
35. THE CONTRACTOR SHALL RESTORE ALL AREAS USED TO ACCESS EACH SITE, ALL TEMPORARY CONSTRUCTION AREAS, AND ALL STAGING AREAS TO CONDITIONS EXISTING BEFORE CONSTRUCTION COMMENCED. RESTORATION INCLUDES THE REGRADING OF RUTS FROM EQUIPMENT; REPLACEMENT OF GRASS, SHRUBS, AND TREES; AND THE REPAIR OF FENCES, GATES, AND PAVEMENT TO OWNER'S SATISFACTION. RESTORATION OF SEEDING SHOULD BE PER SPECIFICATION 02936.

SHEET LIST TABLE	
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES AND SHEET INDEX
3	KEY MAP
4	AREA 1, 2 AND 3 EASEMENTS
5	AREA 4 EASEMENT
6	AREA 5 EASEMENT
7	AREA 1 PLAN AND PROFILE
8	AREA 5 PLAN AND PROFILE
9	AREA 6 SITE PLAN
10	AREA 6A PLAN AND PROFILE
11	AREA 6B PLAN AND PROFILE
12	MANHOLE DETAILS
13	MISCELLANEOUS DETAILS
S-1	AREA 2 PLAN
S-2	AREA 3 PLAN
S-3	AREA 4 PLAN
S-4	AREA 2 PROFILE
S-5	TYPICAL DETAILS
S-6	GENERAL NOTES I
S-7	GENERAL NOTES II

**BYPASS PUMPING NOTES**

A BYPASS PUMPING PLAN SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO IMPLEMENTING THE BYPASS PLAN PER SPECIFICATION 01506 BYPASS PUMPING. THE BYPASS PLAN SHALL CONTAIN THE MINIMUM INFORMATION REQUIRED, SUCH THAT THE ENGINEER HAS INFORMATION NECESSARY TO EVALUATE AND PRIORITIZE A RESPONSE TO EMERGENCY CONDITIONS. THE MINIMUM INFORMATION INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:

1. A MAP WITH THE EXACT LOCATION OF MANHOLES TO BE PLUGGED,
2. MAP WITH EXACT LOCATION OF BYPASS SUCTION AND DISCHARGE,
3. A MAP IDENTIFYING THE LOWEST TWO MANHOLES
4. VALVE TYPE, IDENTIFIED ON BYPASS MAP,
5. BYPASS PUMPING PLAN, INCLUDING A CONTINGENCY PLAN,
6. IDENTIFY HOW THE BYPASS PUMPS WILL BE MONITORED AND CONTROLLED
7. EQUIPMENT - PUMP TYPE, PUMP CAPACITY, PIPE TYPE, PIPE DIAMETER, PIPE LENGTH
8. SEWER SPILL/SEWER OVERFLOW RESPONSE PLAN
9. HYDROGRAPH, ESTIMATED HOURS OF NON-OPERATION POSSIBLE.

DATE	
REVISION	
MARK	
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NOTES-INDX-MAP-DWG: GENERAL NOTES-SHEET INDEX:	
10/7/2015 10:30 AM	
DRAWING PATH\NAME.LAYOUT: PLOT DATE: TIME	

**GENERAL NOTES AND SHEET INDEX**

**NORTH TEXAS MUNICIPAL WATER DISTRICT MCKINNEY-PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS**

DRAWN BY:	JDB
DESIGNED BY:	SSH
LATEST REVISION:	11/15/2014
KSA JOB NO.:	NT_005



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*Christopher Leppert*  
11-4-2014

SEAL: TPPE Firm Registration No. F-1356  
SHEET NO. **2** | **13**

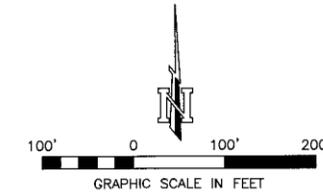


W. PROSPER TRAIL

PATIN HAROLD ETUX MAUREEN  
3750 E. PROSPER TRAIL  
PROSPER, TEXAS 75078-9785

TOWN OF PROSPER  
PO BOX 307  
PROSPER, TX 75078-0307

STABILIZED CONSTRUCTION  
EXIT PER DETAIL, SEE SHEET 13



CONTROL POINT COORDINATE TABLE			
CONTROL POINT NO.	DESCRIPTION	NORTHING	EASTING
1	NAIL	7140206.43	2506528.11
2	NAIL	7140326.82	2506371.73
3	MANHOLE	7140103.36	2506629.43
4	NAIL	7139916.51	2506663.98
5	MANHOLE	7139921.92	2506686.82
6	MANHOLE	7139774.91	2506671.56
7	NAIL	7138328.09	2508103.09
8	TPT	7138251.90	2508164.51
9	MANHOLE	7138214.94	2508190.48

PROPOSED 20'  
ACCESS EASEMENT  
AREA 1, 2

EXISTING 30' SEWER  
EASEMENT

AREA 1, SHEET 7

PROPOSED PERMANENT  
SEWER EASEMENT

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT

CONTROL  
POINT 2

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT

AREA 2

CONTROL  
POINT 1

PROPOSED PERMANENT  
SEWER EASEMENT

CONTROL  
POINT 3

PROPOSED 20'  
ACCESS EASEMENT  
AREA 2, 3

CONTROL  
POINT 4

CONTROL  
POINT 5

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT

AREA 3

STABILIZED CONSTRUCTION  
EXIT PER DETAIL, SEE SHEET 13

H JOEL STANLEY  
6600 PRESTON COUNTRY LN  
PROSPER, TX 75078-8830

PROPOSED PERMANENT  
SEWER EASEMENT

CONTROL  
POINT 6

TOWN OF PROSPER  
PO BOX 307  
PROSPER, TX 75078-0307

NO CONSTRUCTION ACCESS  
FROM GLACIER POINT COURT

GLACIER POINT CT.

CLIFF CREEK

AREA 1, 2 AND 3  
EASEMENTS

NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
MCKINNEY-PROSPER INTERCEPTOR  
AND INDIAN CREEK TRUNK SEWER  
IMPROVEMENTS

DRAWN BY:	JDB
DESIGNED BY:	SSH
LATEST REVISION:	11/5/2014
KSA JOB NO.:	NT_005

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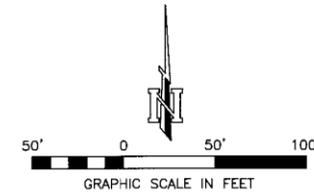
STATE OF TEXAS  
CHRISTOPHER LEPPERT  
112342  
LICENSED PROFESSIONAL ENGINEER

11-4-2014

SEAL: TPPE Firm Registration No. F-1356

SHEET NO.

4 | 13



CONTROL POINT COORDINATE TABLE			
CONTROL POINT NO.	DESCRIPTION	NORTHING	EASTING
1	NAIL	7140206.43	2506528.11
2	NAIL	7140326.82	2506371.73
3	MANHOLE	7140103.36	2506629.43
4	NAIL	7139916.51	2506663.98
5	MANHOLE	7139921.92	2506686.82
6	MANHOLE	7139774.91	2506671.56
7	NAIL	7138328.09	2508103.09
8	TPT	7138251.90	2508164.51
9	MANHOLE	7138214.94	2508190.48

**NOTES:**

1. AREA 4 SHOULD BE COMPLETED IN 45 DAYS, START TO FINISH, INCLUDING RESTORATION OF TEMPORARY AND ACCESS EASEMENTS.

MARK	REVISION	DATE

**AREA 4 EASEMENT**  
 PROJECT NAME:

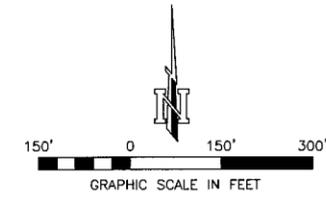
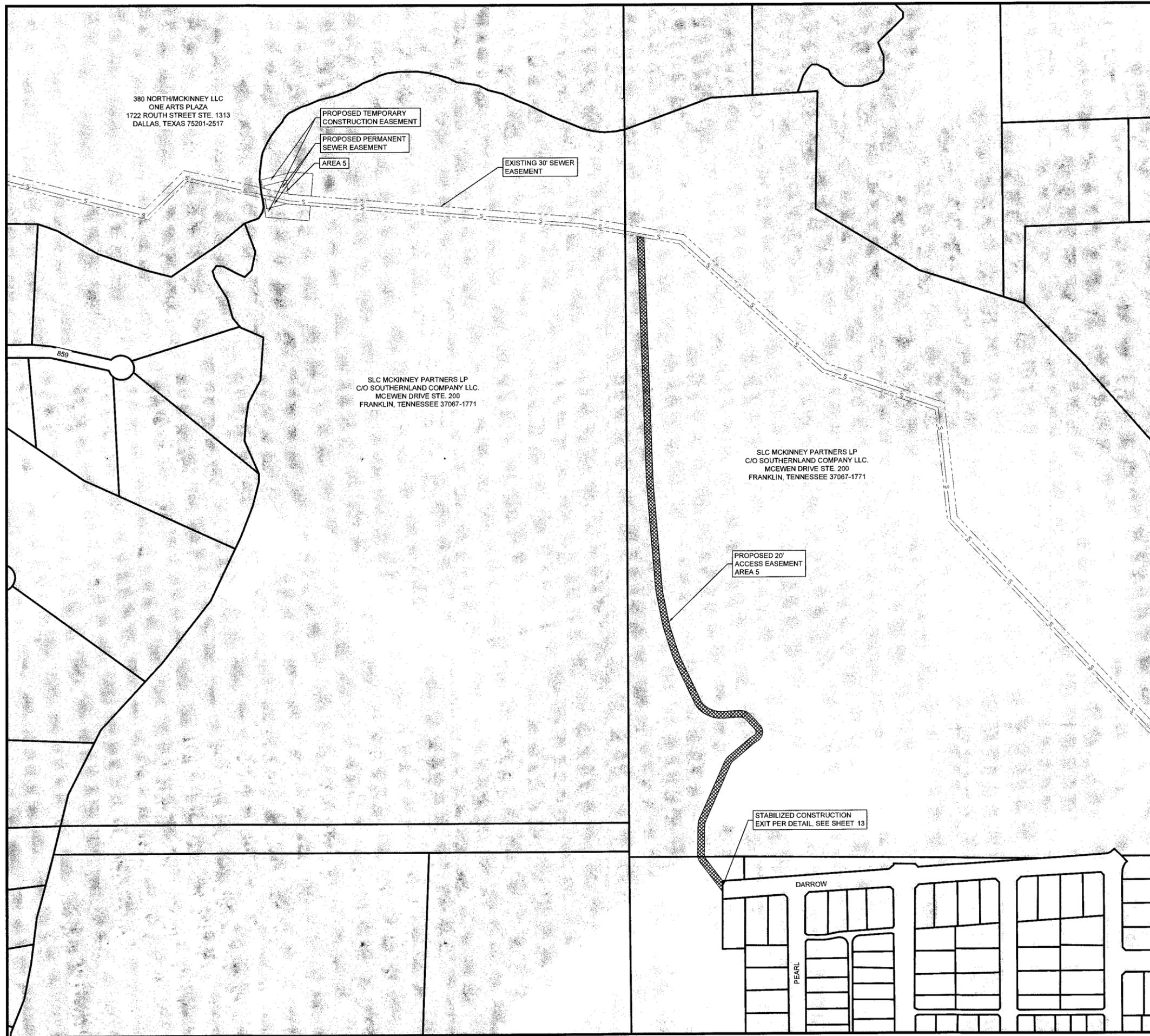
**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**MCKINNEY-PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS**  
 SHEET NO.

DRAWN BY:	JDB
DESIGNED BY:	SSH
LATEST REVISION:	11/15/2014
KSA JOB NO.:	NT 005

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Christopher Leppert  
 11/14-2014

SEAL: TBPE Firm Registration No. F-1386  
 SHEET NO.



MARK	REVISION	DATE

**AREA 5 EASEMENT**

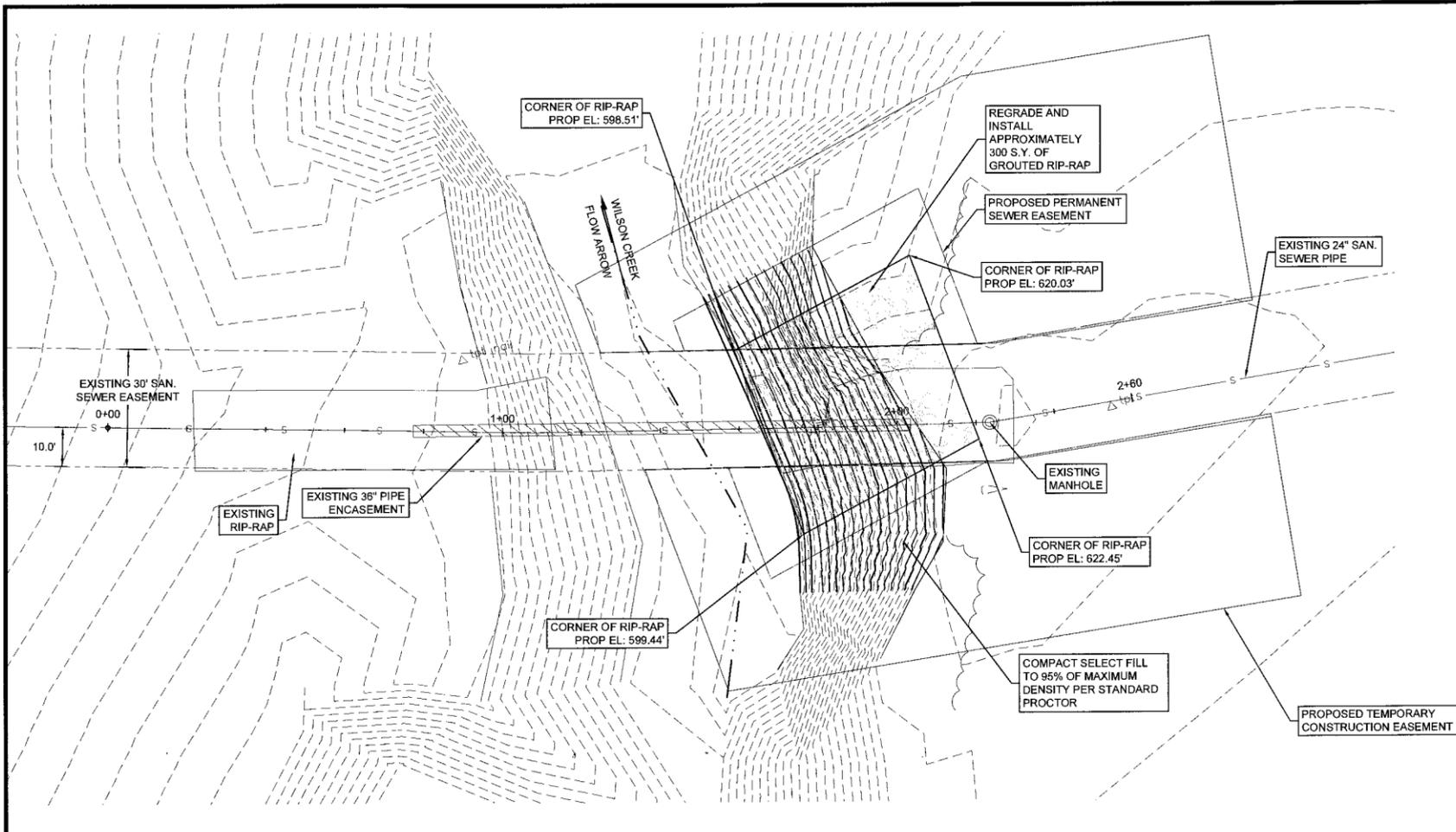
**NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
MCKINNEY-PROSPER INTERCEPTOR  
AND INDIAN CREEK TRUNK SEWER  
IMPROVEMENTS**

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 CHRISTOPHER LEPPER  
 112342  
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*Christopher Leppert*  
 11-4-2014

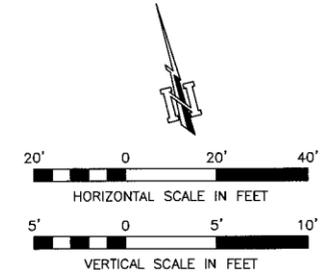
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 SHEET NO. **6** OF **13**



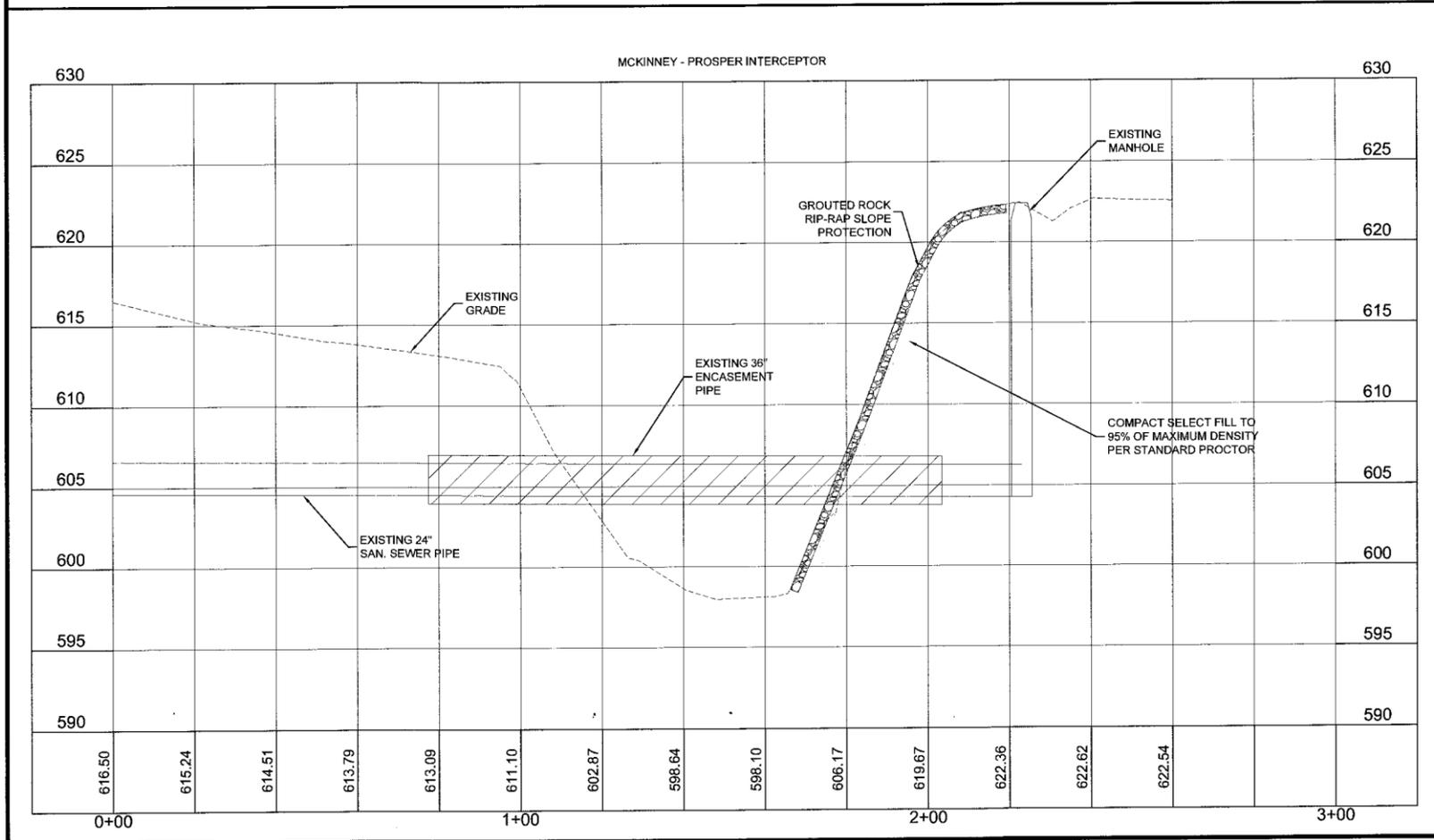


**LEGEND**

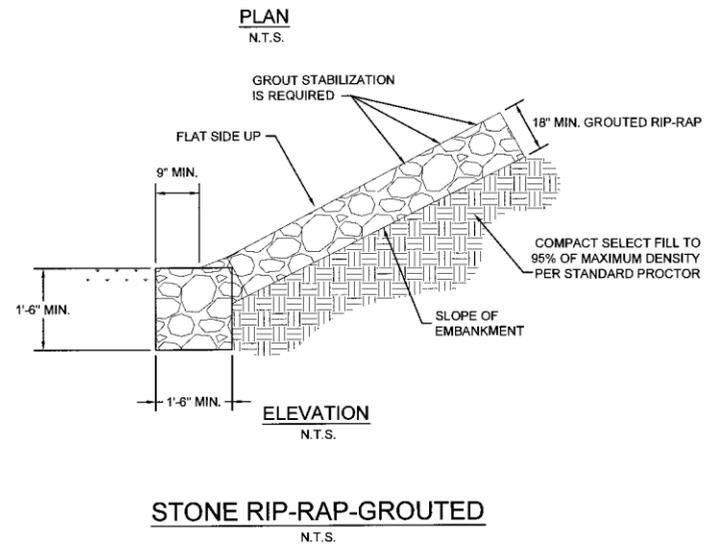
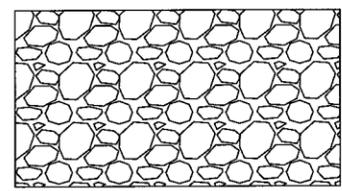
SEWER LINE	— S —
MANHOLE	⊙
CONSTRUCTION FENCE	— X —
SITE ACCESS ROUTE	←
EASEMENT	— — —
ACCESS EASEMENT	[Grid Pattern]



- ACCESS ROUTE NOTES**
- DAMAGE TO EXISTING PAVEMENTS WHICH IS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY MEANS AND METHODS AS INDICATED THROUGHOUT THESE PLANS AT NO EXPENSE TO THE OWNER.
  - ACCESS ROUTES SHALL BE COORDINATED WITH THE OWNER.
  - THE PAVEMENT ON THE ACCESS ROUTES MAY NOT SUPPORT CONSTRUCTION TRAFFIC. THE CONTRACTOR SHALL LIMIT LOADS AS NECESSARY TO PREVENT DAMAGE OR SHALL INCLUDE IN HIS BID ADEQUATE BUDGET TO REPAIR DAMAGE TO PAVEMENT.
  - CONTRACTOR SHALL PROVIDE SILT FENCE OR OTHER NECESSARY METHODS TO KEEP SILT MATERIAL FROM WASHING OFFSITE.



**NOTE:**  
 ROCK RIP-RAP SHALL BE STONES BETWEEN 50 AND 250 LB. WITH A MINIMUM OF 50% OF THE STONES HEAVIER THAN 100 LB. (AGGREGATE TYPE A5). GROUT SHALL BE CONCRETE/GROUT FILL PER SPECIFICATION 03315.



DATE	
REVISION	
MARK	

PROJECT NO. 1072010-030 AM  
 AREA 5 PLAN AND PROFILE  
 DRAWING PATH: NAME\PROJECTS\1072010-030 AM

**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**MCKINNEY-PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS**

PROJECT NAME: \_\_\_\_\_  
 SHEET NAME: \_\_\_\_\_

DRAWN BY: JDB  
 DESIGNED BY: SSH  
 LATEST REVISION: 6/6/2014  
 KSA JOB NO.: NT\_005

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 CHRISTOPHER LEPPERT  
 112342  
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11-4-2014

SEAL: TBPE Firm Registration No. F-1356  
 SHEET NO. 8 OF 13

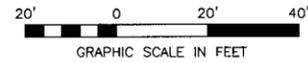
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E= 2474630.635  
ELEV= 622.306

BM#2:  
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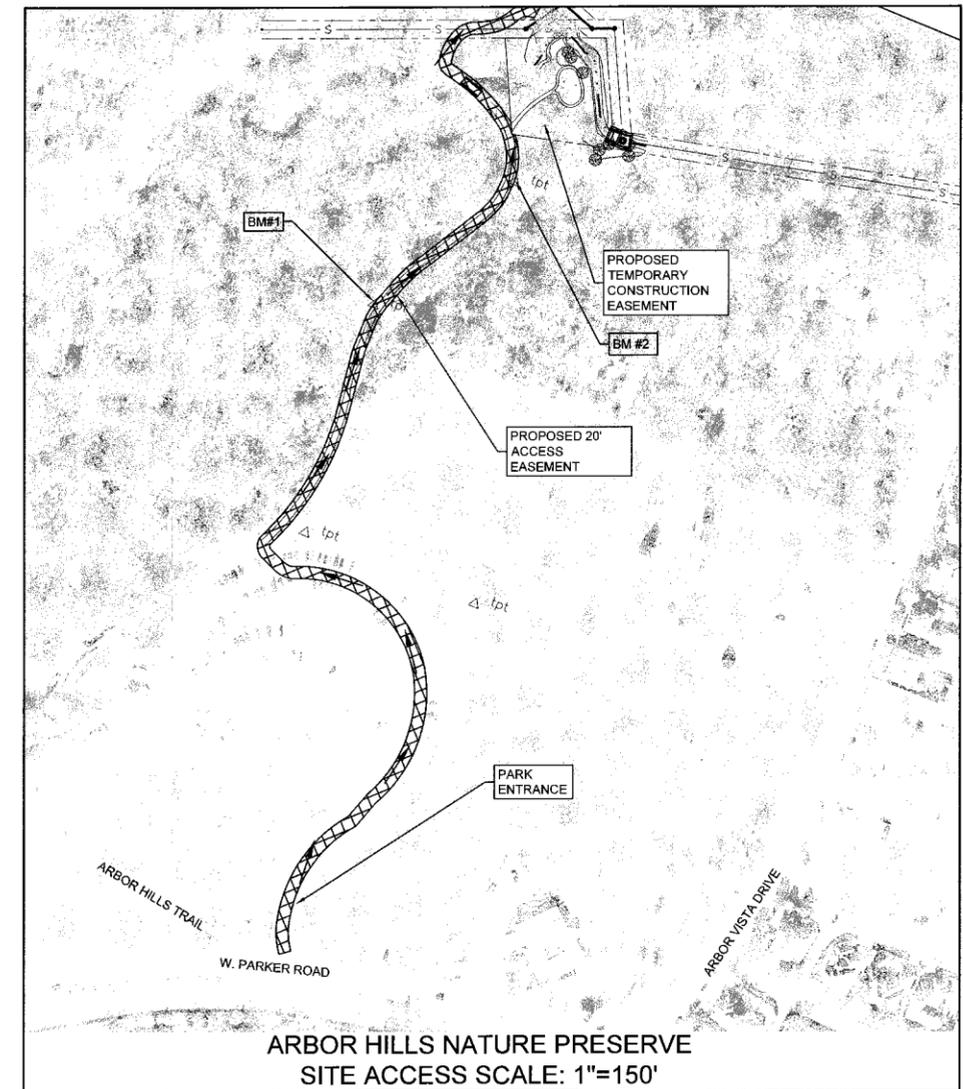
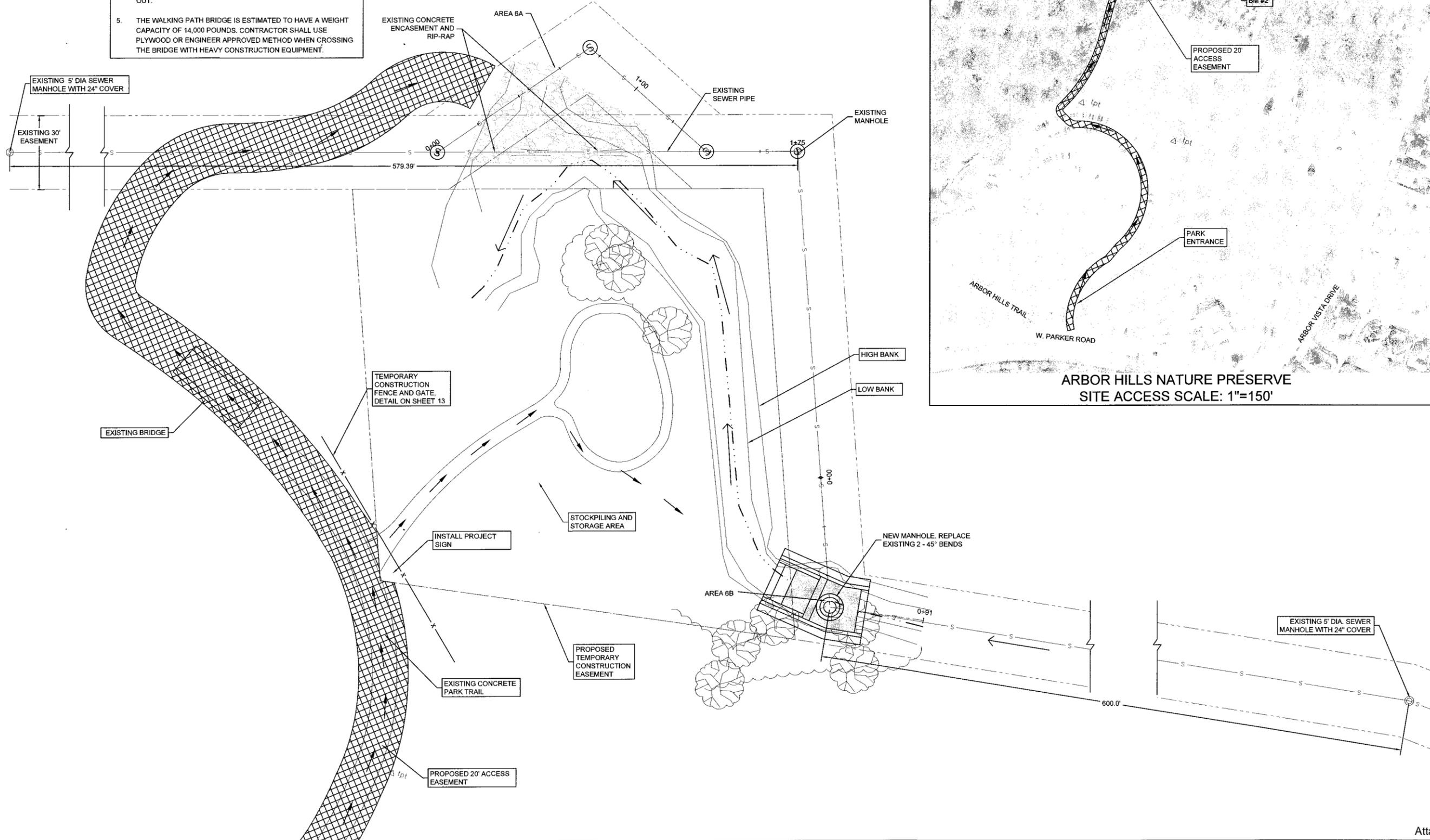
**ACCESS ROUTE NOTES**

- DAMAGE TO EXISTING PAVEMENTS WHICH IS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY MEANS AND METHODS AS INDICATED THROUGHOUT THESE PLANS AT NO EXPENSE TO NTMWD OR THE CITY OF PLANO.
- ACCESS ROUTES SHALL BE COORDINATED WITH THE CITY OF PLANO AND NTMWD.
- THE PAVEMENT ON THE ACCESS ROUTES MAY NOT SUPPORT CONSTRUCTION TRAFFIC. THE CONTRACTOR SHALL LIMIT LOADS AS NECESSARY TO PREVENT DAMAGE OR SHALL INCLUDE IN HIS BID ADEQUATE BUDGET TO REPAIR DAMAGE TO PAVEMENT.
- CONTRACTOR SHALL PROVIDE SILT FENCE OR OTHER NECESSARY METHODS TO KEEP SILT MATERIAL FROM WASHING OUT.
- THE WALKING PATH BRIDGE IS ESTIMATED TO HAVE A WEIGHT CAPACITY OF 14,000 POUNDS. CONTRACTOR SHALL USE PLYWOOD OR ENGINEER APPROVED METHOD WHEN CROSSING THE BRIDGE WITH HEAVY CONSTRUCTION EQUIPMENT.



**LEGEND**

SEWER LINE	— S —
MANHOLE	⊙
CONSTRUCTION FENCE	— X —
SITE ACCESS ROUTE	←
EASEMENT	▨
ACCESS EASEMENT	▩



MARK	REVISION	DATE

**AREA 6 SITE PLAN**

**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**MCKINNEY-PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS**

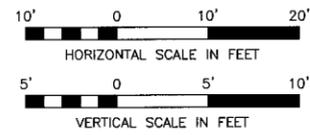
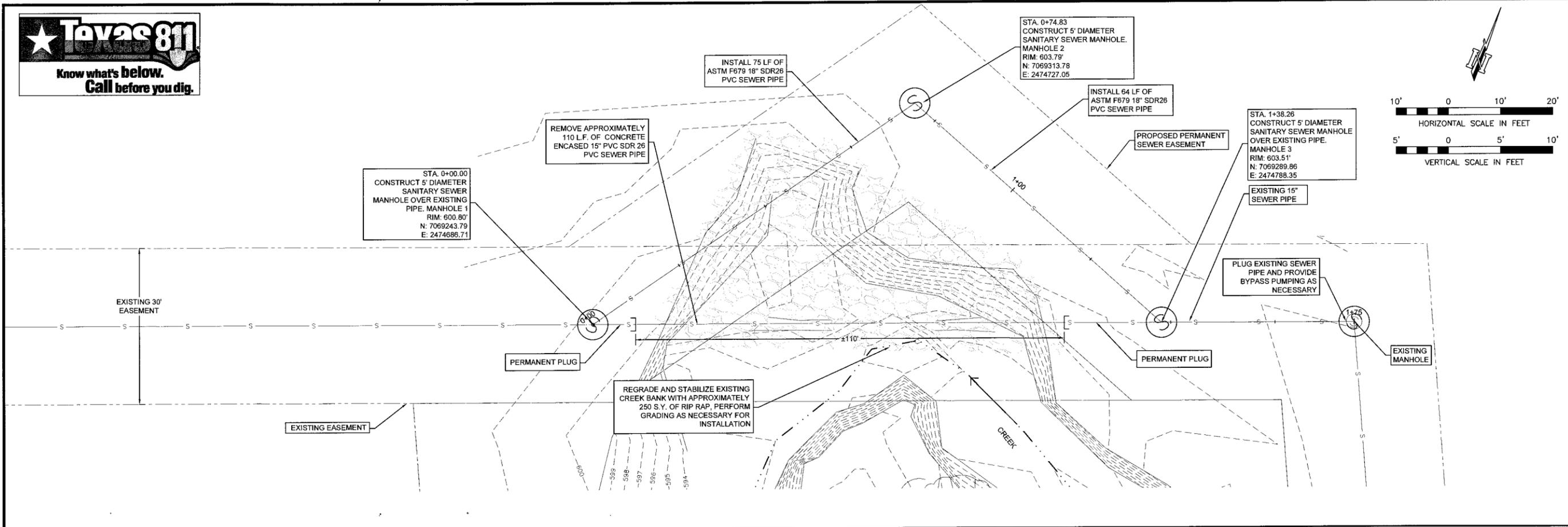
DRAWN BY:	JDB
DESIGNED BY:	SSH
LATEST REVISION:	11/15/2014
KSA JOB NO.:	NT 005

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**STATE OF TEXAS**  
 CHRISTOPHER LEPPERT  
 112342  
 LICENSED PROFESSIONAL ENGINEER

*Christopher Leppert*  
 11-7-2014

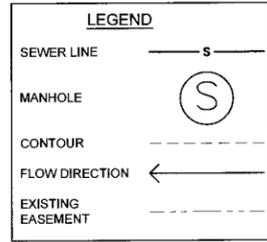
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 SHEET NO. **9** OF **13**



MARK	REVISION	DATE

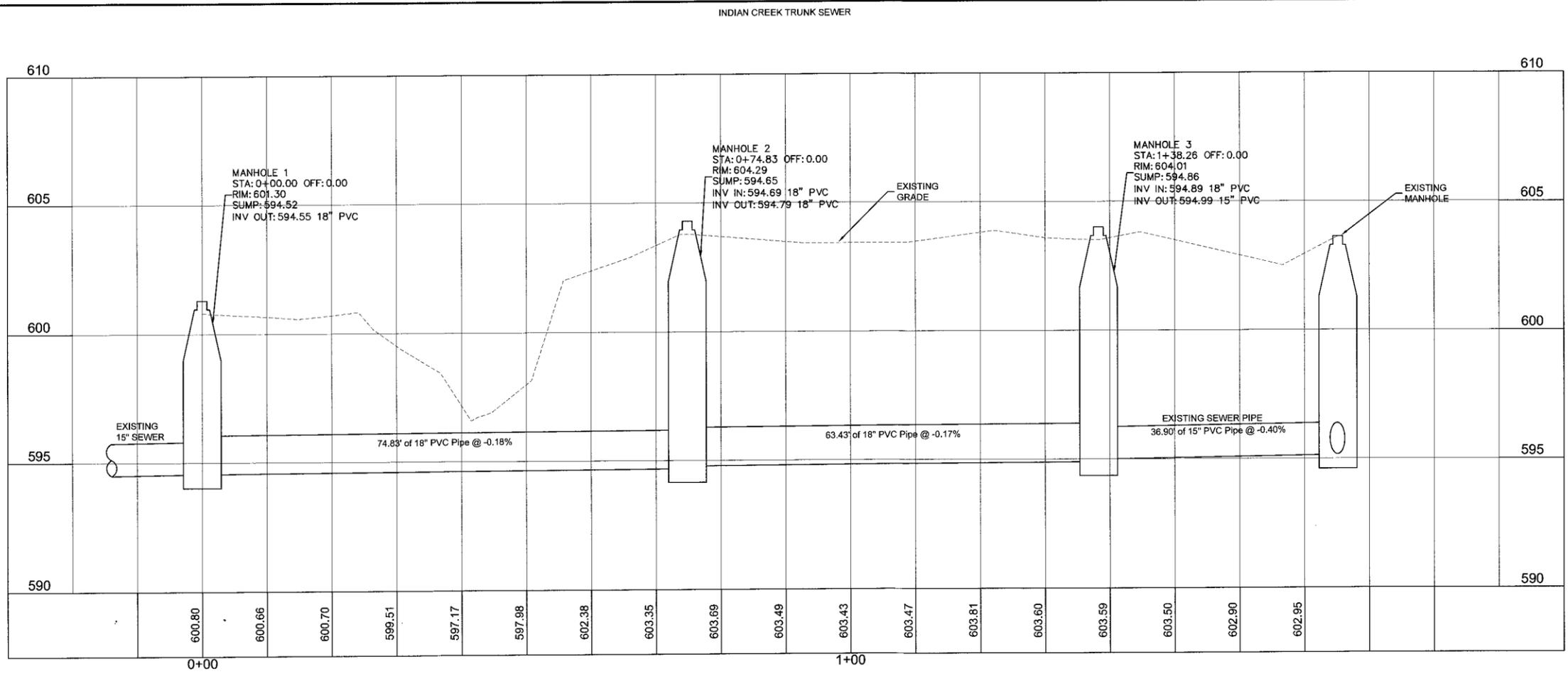
PROJECT: NORTH TEXAS MUNICIPAL WATER DISTRICT MCKINNEY-PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS  
 AREA 6A PLAN AND PROFILE  
 DATE: 11/15/2014  
 PROJECT NO.: KSA-JOB NO. NT-005  
 DRAWING PATH: NAME.LAYOUT.PLOT DATE-TIME

NORTH TEXAS MUNICIPAL WATER DISTRICT  
 MCKINNEY-PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS  
 AREA 6A PLAN AND PROFILE



**NOTES**

- THE CONTRACTOR SHALL MINIMIZE BYPASS PUMPING BY CONSTRUCTING MANHOLES 1, 2, AND 3 WHILE THE EXISTING SANITARY SEWER PIPE IS IN SERVICE.
- AFTER PROPOSED MANHOLES AND PIPING IS CONSTRUCTED, THE CONTRACTOR SHALL ESTABLISH BYPASS PUMPING, TAKE FLOW OUT OF EXISTING SEWER PIPE, AND MAKE CONNECTIONS TO MANHOLES 1 AND 3. THE EXISTING SEWER PIPE BETWEEN MANHOLES 1 AND 3 SHALL BE ABANDONED AND REMOVED.
- CONTRACTOR SHALL PLUG AND GROUT ABANDONED SEWER PIPE OPENINGS AND FORM CONCRETE BENCH AND CHANNEL WITHIN THE MANHOLES.
- CONTRACTOR SHALL COAT NEW MANHOLES WITH RAVENS COATING OR ENGINEER APPROVED EQUAL.
- INSTALL GASKETED RING AND COVERS, AND BOLTED MANHOLE LID.
- THE MAXIMUM FLOW FROM THE EXISTING SEWER PIPE FOR BYPASS PUMPING PURPOSES IS APPROXIMATELY 7 CFS.

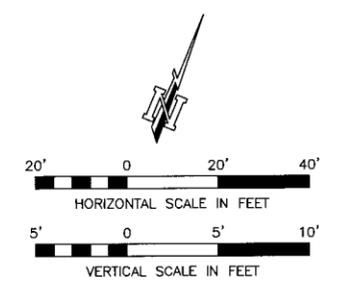
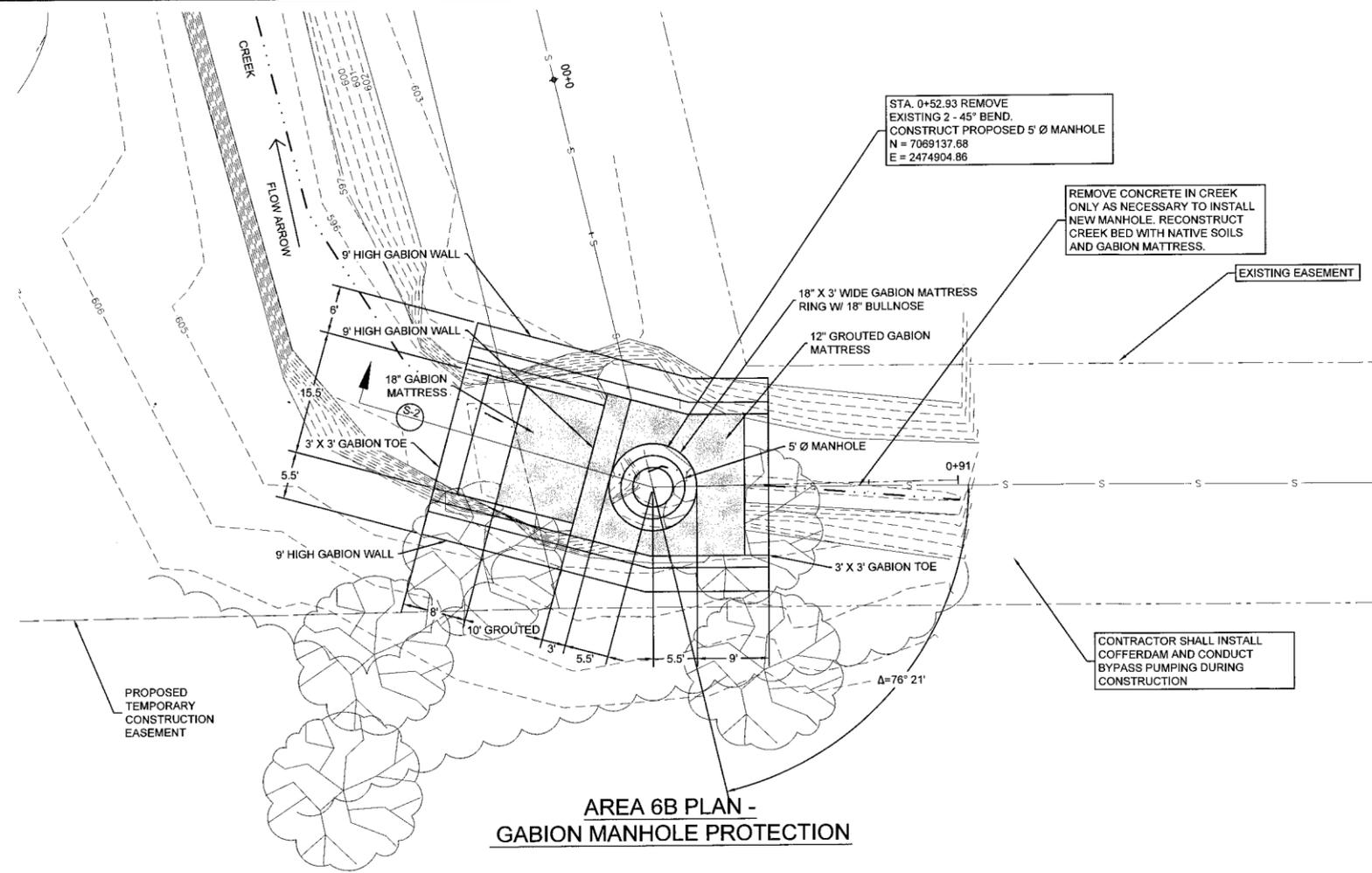


DRAWN BY:	DESIGNED BY:	DATE:
JDB	SSH	11/15/2014



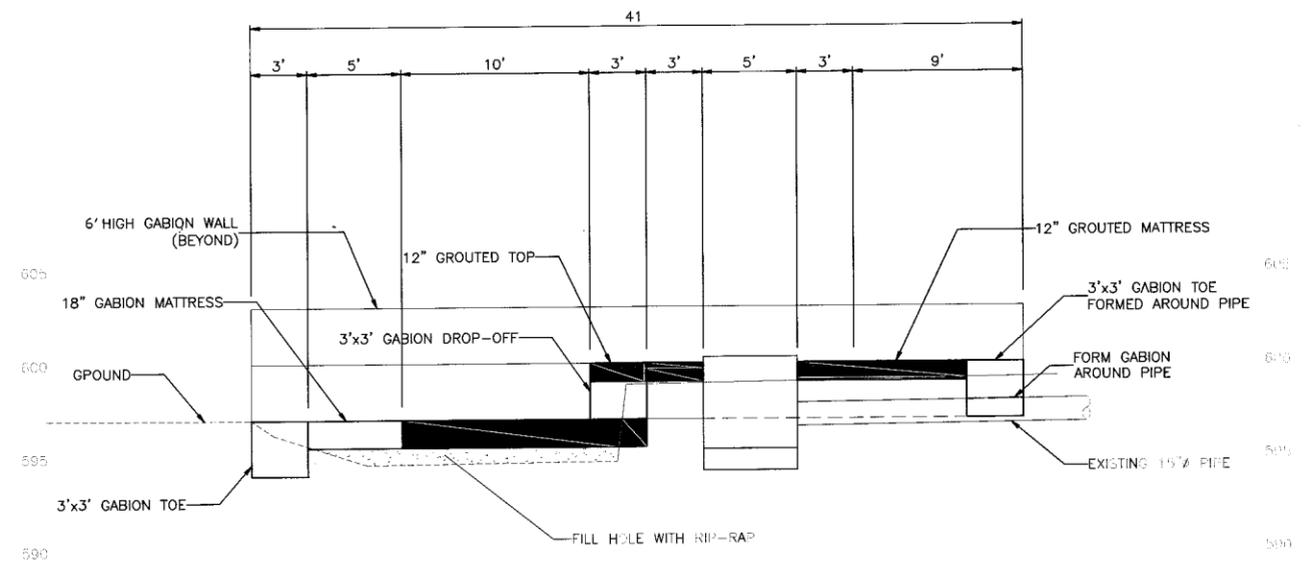
SEAL: TBPE Firm Registration No. F-1356  
 SHEET NO.

10 | 13



LEGEND	
SEWER LINE	— S —
MANHOLE	⊙
CONTOUR	-600-
FLOW DIRECTION	←
EXISTING EASEMENT	- - - - -
CONCRETE REMOVAL	XXXXX

AREA 6B PLAN -  
GABION MANHOLE PROTECTION



S-2 AREA 6B SECTION -  
GABION MANHOLE PROTECTION

NOTES

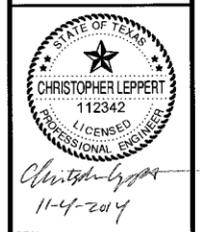
1. THE CONTRACTOR SHALL ESTABLISH BYPASS OF THE EXISTING STREAM FLOW BY CONSTRUCTING A COFFERDAM AND BYPASS PUMPING.
2. THE CONTRACTOR SHALL TAKE CARE IN REMOVING EXISTING CONCRETE ENCASING THE EXISTING SEWER PIPE.
3. ONCE PIPE IS EXPOSED, CONTRACTOR SHALL BYPASS PUMP EXISTING SEWER FLOWS (MAX 7 CFS), CONSTRUCT NEW MANHOLE, AND INSTALL NEW PIPE.
4. CONTRACTOR SHALL COAT NEW MANHOLES WITH RAVENS COATING OR ENGINEER APPROVED EQUAL.
5. INSTALL GASKETED RING AND COVERS, AND BOLTED MANHOLE LID.
6. THE MAXIMUM FLOW FROM THE EXISTING SEWER PIPE FOR BYPASS PUMPING PURPOSES IS APPROXIMATELY 7 CFS.

MARK	REVISION	DATE

AREA 6B PLAN AND  
PROFILE

NORTH TEXAS MUNICIPAL  
WATER DISTRICT  
MCKINNEY-PROSPER INTERCEPTOR  
AND INDIAN CREEK TRUNK SEWER  
IMPROVEMENTS

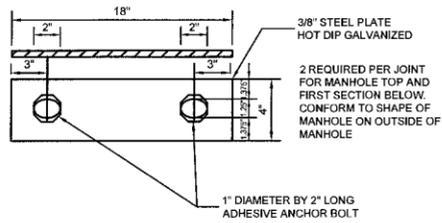
DRAWN BY:	JDB
DESIGNED BY:	SSH
LATEST REVISION:	11/15/2014
KSA JOB NO.:	NT.005



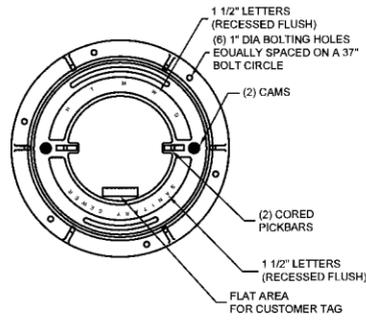
SEAL: TBPE Firm Registration No. F-1358  
SHEET NO. 11 | 13

**CONCRETE MANHOLE GENERAL NOTES:**

1. MANHOLE SHALL BE CAST IN PLACE OR PRECAST. PRECAST RISERS, CONES, FLOORS, GRADE RINGS, AND RINGS AND COVERS SHALL BE MANUFACTURED ACCORDING TO THE MOST RECENT ASTM C-478 SPECIFICATIONS.
2. ALL MANHOLE CONSTRUCTION SHALL BE WATERTIGHT. JOINTS SHALL BE RUBBER GASKET MANHOLE SECTIONS WITH PROFILE JOINT AND FORSHEDA 114 JOINT SEALS.
3. MANHOLE SHALL BE PLUMB TO WITHIN 1/8" FOR EVERY 5 FT. OF VERTICAL DEPTH, PRECAST OR CAST IN PLACE.
4. EXTERIOR MANHOLE WATERPROOFING SHALL BE ONE HEAVY COAT OF TAR PAINT SUCH AS "TNEC 465" OR APPROVED EQUIVALENT.
5. COAT THE INSIDE OF ALL MANHOLES WITH RAVEN LINING OR APPROVED ALTERNATE PER SPECIFICATIONS.

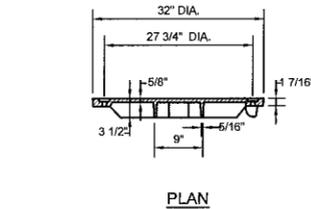


**JOINT RESTRAINER FOR PRECAST MANHOLE DETAIL**  
N.T.S.

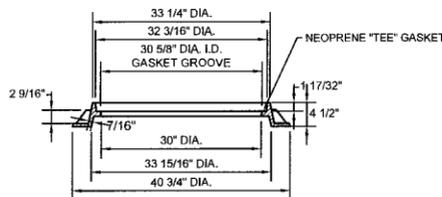


**TYPICAL MANHOLE JOINT**  
N.T.S.

**NOTE:**  
COVERS AND FRAMES SHALL BE MANUFACTURED FROM DUCTILE IRON AND GRAY IRON, RESPECTIVELY, AND HAVE MINIMUM CLEAR OPENING OF 30" DIAMETER. EAST JORDAN IRON WORKS, 1480 OR ENGINEER APPROVED EQUAL.

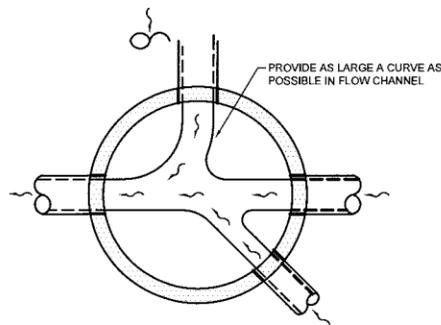


**PLAN**



**SECTION**

**SEALED MANHOLE RING AND COVER**  
N.T.S.

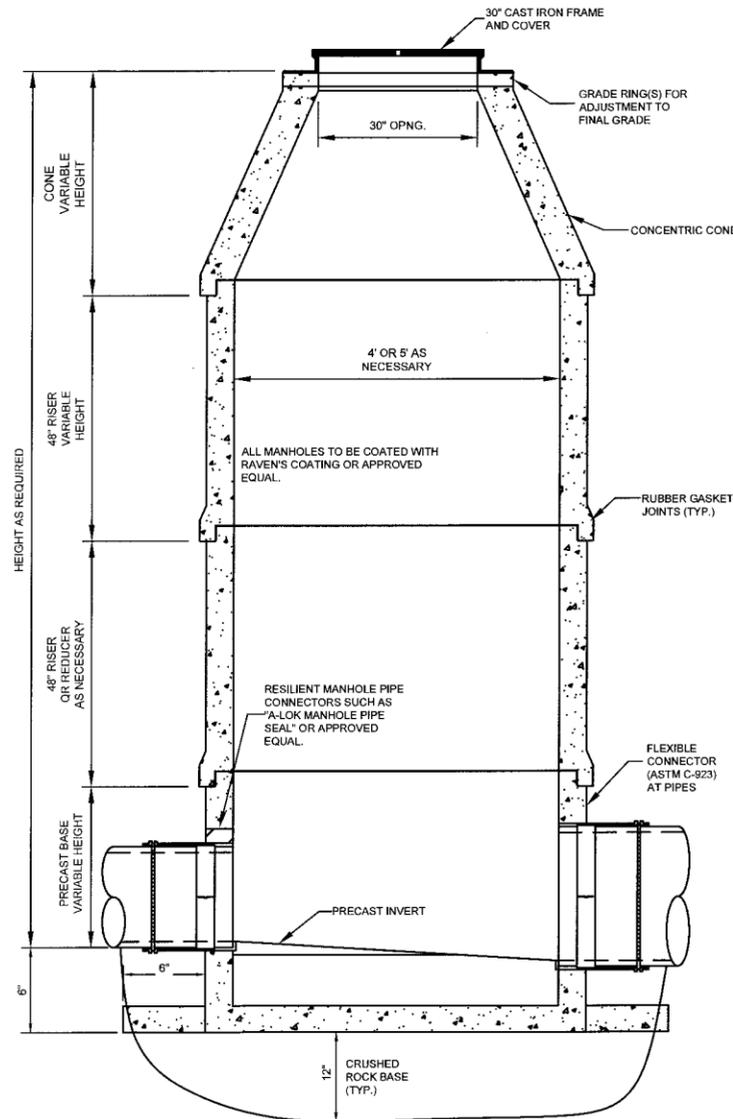


**MANHOLE BOTTOM DETAIL**  
N.T.S.

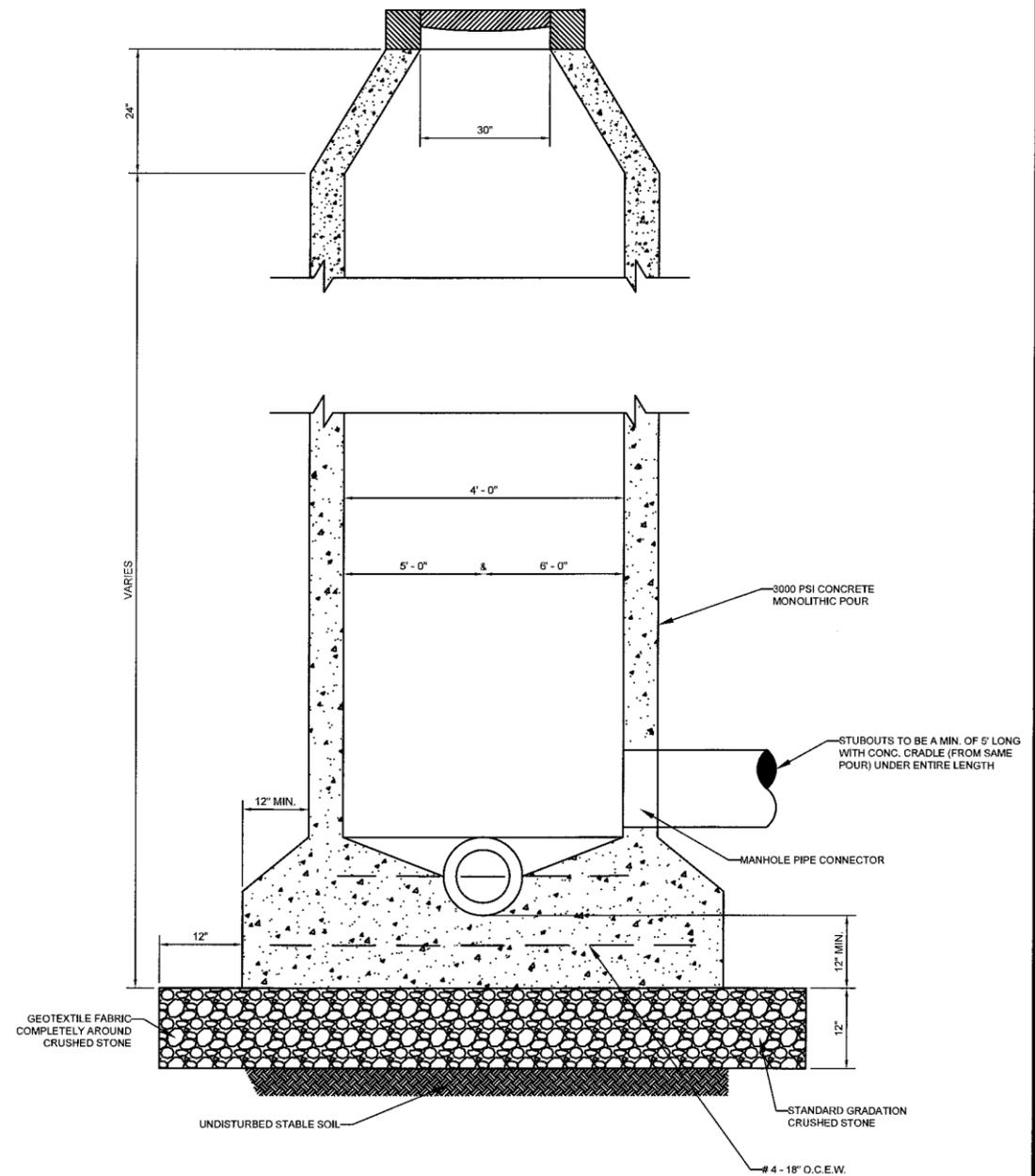
- NOTES:**
1. CENTERLINE OF ALL PIPES ENTERING AND LEAVING MANHOLE SHALL PASS THROUGH CENTER OF MANHOLE.
  2. CONSTRUCT FLOW CHANNEL FOR ALL PIPES ENTERING MANHOLE. MAINTAIN A CONSTANT GRADE THROUGHOUT EACH INVERT.
  3. GROUT FILLET MANHOLE INVERTS FOR PIPES ENTERING MANHOLE WITHOUT DROP CONNECTION.



**48" O-RING JOINT DETAIL**



**PRECAST MANHOLE**  
N.T.S.



**STANDARD CAST-IN-PLACE MANHOLE (TYPE 1 MANHOLE)**  
N.T.S.

**MANHOLE DETAILS**

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
MCKINNEY-PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS**

DRAWN BY:	JDB
DESIGNED BY:	SSH
LATEST REVISION:	11/15/2014
KSA JOB NO.:	NT-005

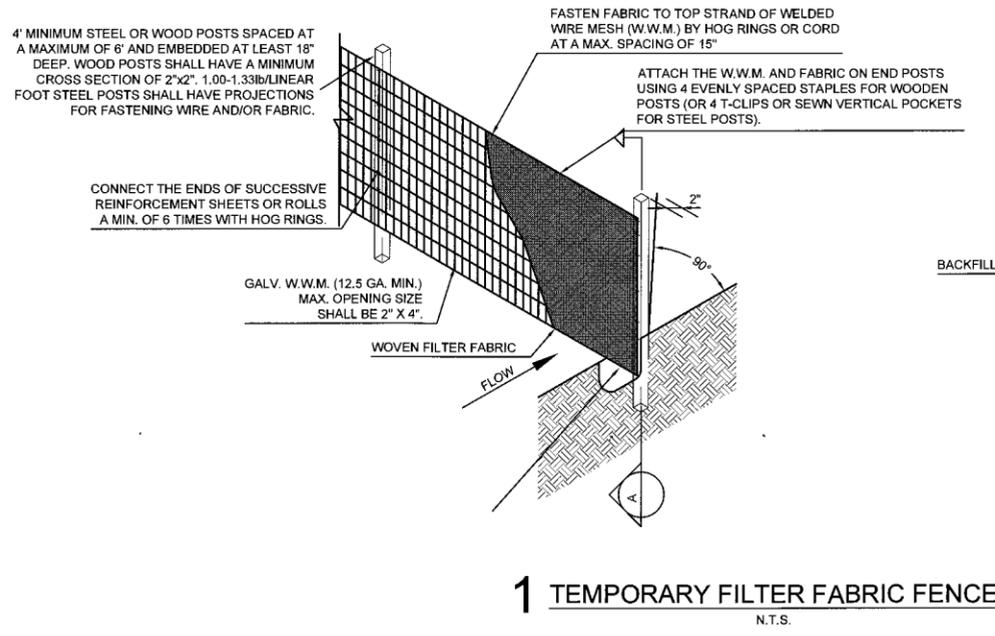
**KSA ENGINEERS**  
8875 Synergy Dr. McKinney, Texas 75070  
1-972-962-9720  
www.ksaeng.com

STATE OF TEXAS  
**CHRISTOPHER LEPPERT**  
112342  
LICENSED PROFESSIONAL ENGINEER

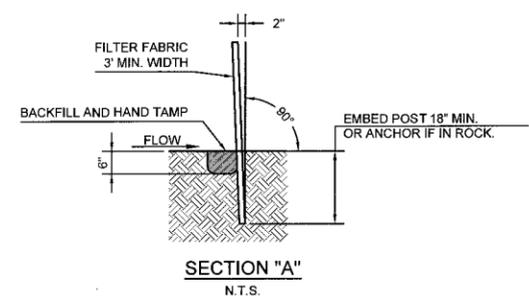
*Christopher Leppert*  
11-4-2014

SEAL: TBPE Firm Registration No. F-1356  
SHEET NO.

**12** | **13**

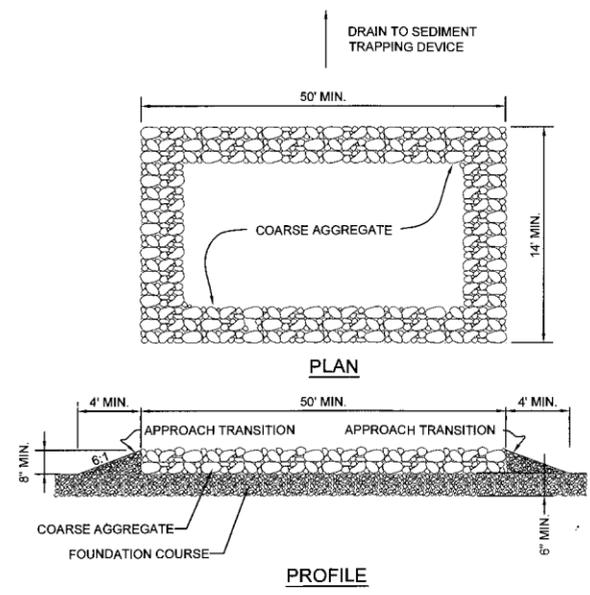


**1** TEMPORARY FILTER FABRIC FENCE  
N.T.S.



**NOTE:**  
ROCK RIP-RAP SHALL BE STONES BETWEEN 50 AND 250 LB. WITH A MINIMUM OF 50% OF THE STONES HEAVIER THAN 100 LB. (AGGREGATE TYPE A5)

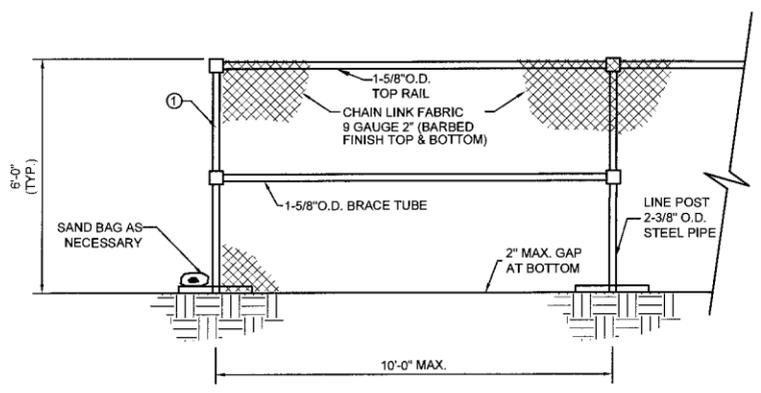
**2** ROCK RIP-RAP - DRY  
N.T.S.



**STABILIZED CONSTRUCTION EXIT NOTES:**

1. THE COARSE AGGREGATE SHOULD BE OPEN GRADED WITH A NOMINAL SIZE OF 3" TO 5" AND SHALL BE APPROVED BY THE ENGINEER.
2. PRIOR TO INSTALLING COARSE AGGREGATE, STABILIZED CONSTRUCTION ENTRANCE SHALL BE LINED WITH GEOTEXTILE FABRIC.
3. THE APPROACH TRANSITIONS SHOULD BE NO STEEPER THAN 6:1 AND CONSTRUCTED AS DIRECTED BY THE ENGINEER.
4. THE FOUNDATION COURSE SHALL BE FLEXIBLE BASE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
5. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
6. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL REMOVE STABILIZED CONSTRUCTION EXIT AND GRADE AREA TO DRAIN.

**3** STABILIZED CONSTRUCTION ENTRANCE/EXIT  
N.T.S.



**NOTES:**

1. END CORNER OF PULL POST (STEEL) 3" O.D. PULL POST TO HAVE EQUAL BRACING ON BOTH SIDES.

**4** ILLUSTRATIVE SECURITY FENCE DETAIL  
N.T.S.

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

**INDIAN CREEK TRUNK SEWER IMPROVEMENTS**

**PROJECT SIGN\***

**NOTES:**

1. ACTUAL WORDING ON SIGN SHALL BE COORDINATED WITH CITY OF PLANO PARKS AND RECREATION DEPARTMENT AND APPROVED BY THE ENGINEER.

MARK	REVISION	DATE

MISCELLANEOUS DETAILS

NORTH TEXAS MUNICIPAL WATER DISTRICT  
MCKINNEY-PROSPER INTERCEPTOR AND INDIAN CREEK TRUNK SEWER IMPROVEMENTS

DRAWN BY:	JDB
DESIGNED BY:	SSH
LATEST REVISION:	11/5/2014
KSA JOB NO.:	NT 005

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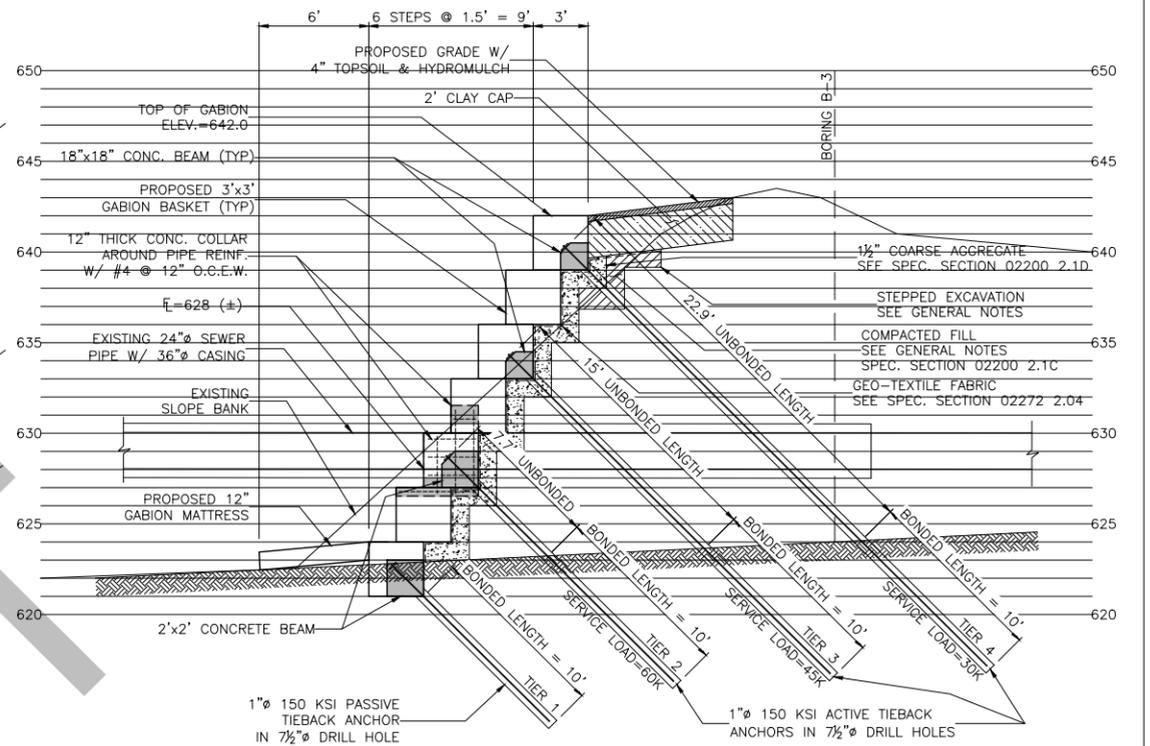
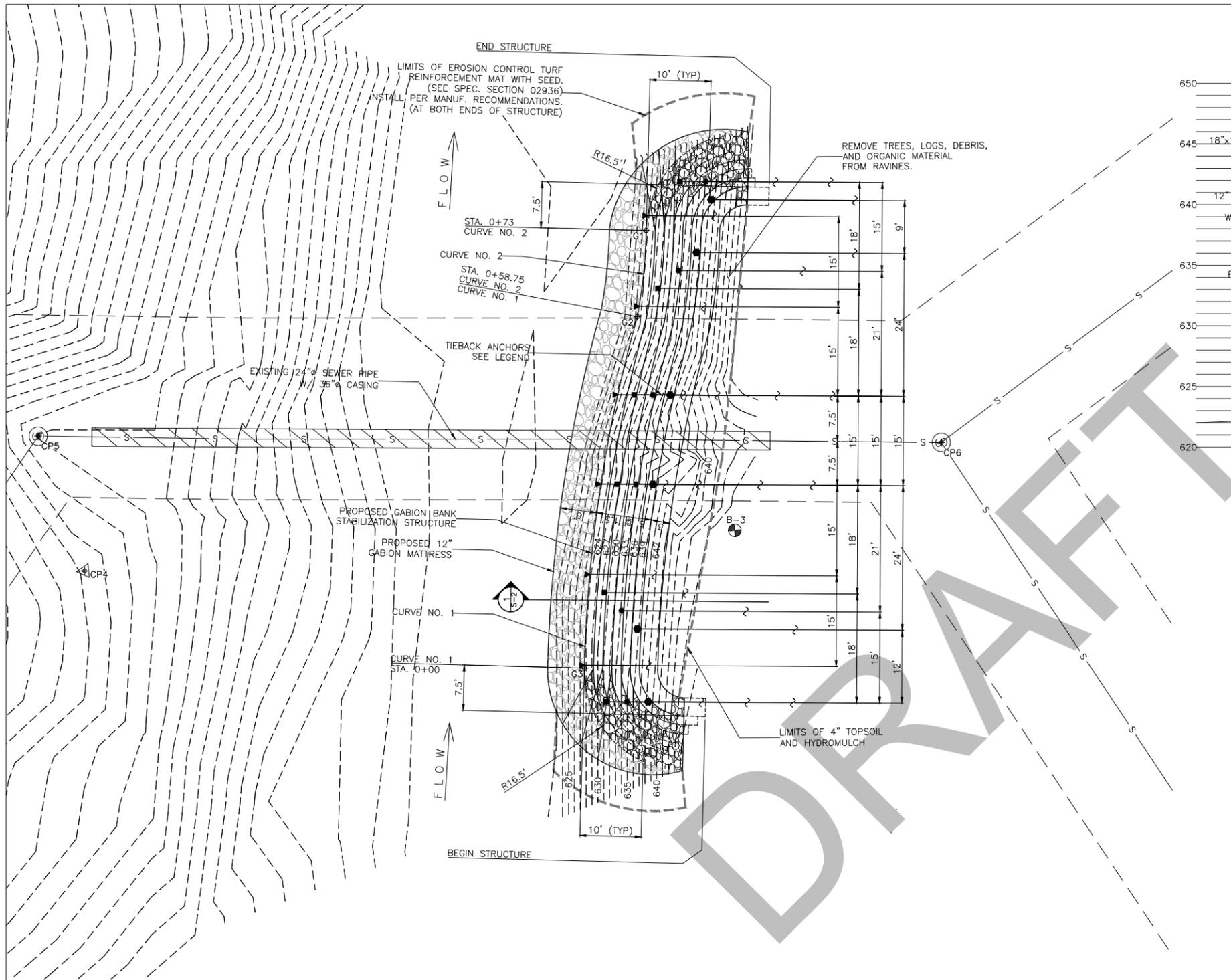
STATE OF TEXAS  
CHRISTOPHER LEPPERT  
112342  
LICENSED PROFESSIONAL ENGINEER

*Christopher Leppert*  
11-4-2014

SEAL: TBPE Firm Registration No. F-1356  
SHEET NO.

13 OF 13

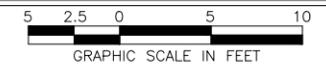




**AREA 3 - SECTION  
GABION EROSION CONTROL STRUCTURE**

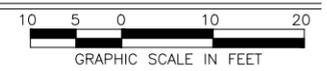
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SCALE: 1" = 5'-0"  
(22"x34" SHEET SIZE)



**AREA 3 - PLAN  
GABION EROSION CONTROL STRUCTURE**

SCALE: 1" = 10'-0"  
(22"x34" SHEET SIZE)



LEGEND	
--- (dashed line)	EXISTING CONTOUR
— (solid line)	FINISHED CONTOUR
▶ (arrow pointing right)	1ST TIER TIEBACK @ 15' O.C.
■ (square)	2ND TIER TIEBACK @ 18' O.C.
● (circle)	3RD TIER TIEBACK @ 21' O.C.
● (circle with cross)	4TH TIER TIEBACK @ 24' O.C.
⊕ (circle with cross)	COORDINATE POINT

CURVE DATA @ FACE OF GABION STRUCTURE		
ITEM	CURVE NO. 1	CURVE NO. 2
Δ	14.0426°	9.7281°
L	58.75'	14.27'
R	239.77'	84.03'
CH	58.62'	14.25'
START	STA. 0+00	STA. 0+58.75
END	STA. 0+58.75	STA. 0+73

GABION LAYOUT COORDINATE TABLE			
POINT NO.	NORTHING	EASTING	DESC.
CP4	7139916.51	2506663.98	SET NAIL
CP5	7139921.92	2506686.82	MANHOLE
CP6	7139774.91	2506671.56	MANHOLE
G1	7139819.64	2506710.99	ROW 1 GABION FACE
G2	7139822.44	2506697.02	ROW 1 GABION FACE
G3	7139836.65	2506640.15	ROW 1 GABION FACE

FOR BIDDING

NO.	DATE	ADDENDUM	APPROV.
4			
3			
2			
1			

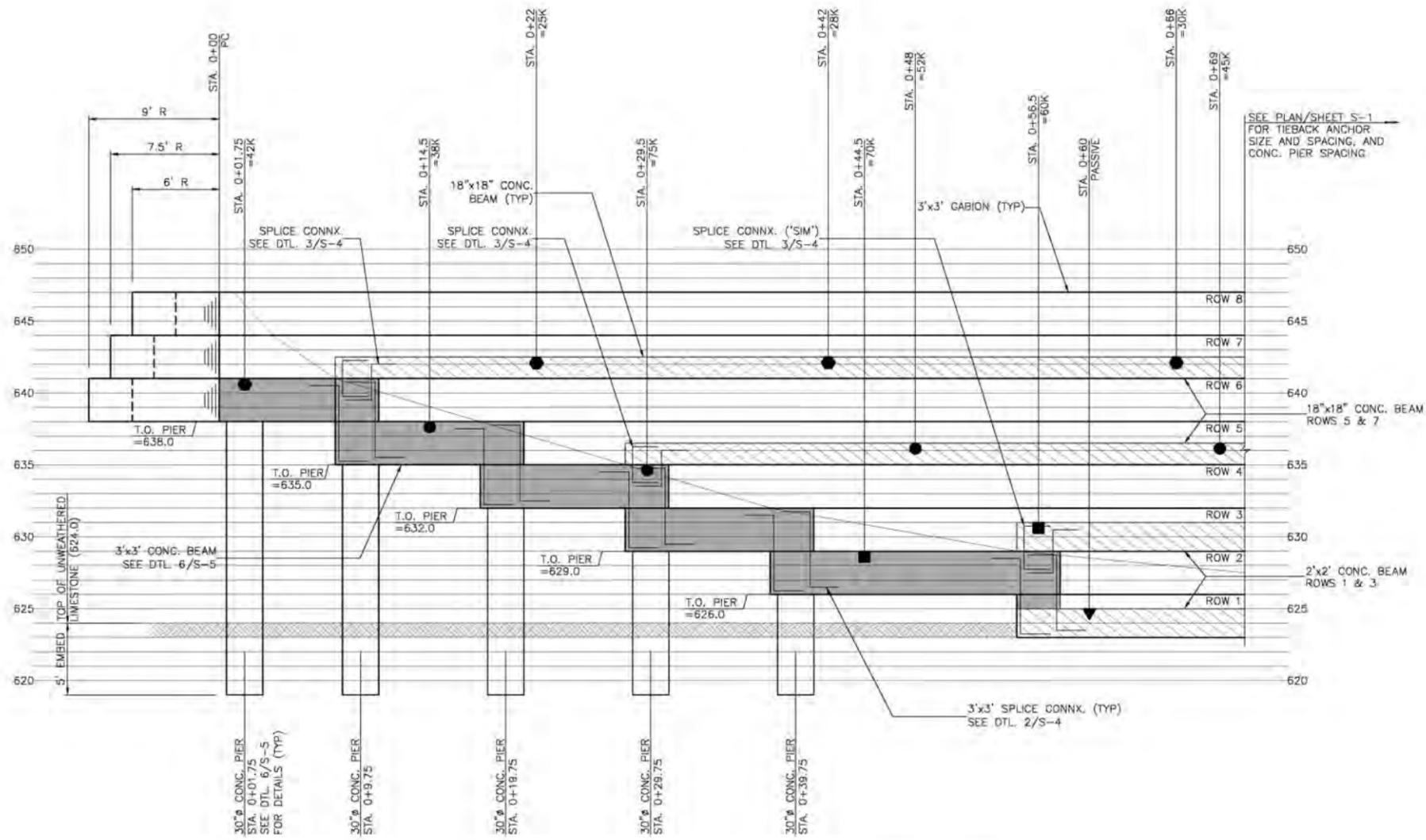
NORTH TEXAS MUNICIPAL WATER DISTRICT  
MCKINNEY-PROSPER INTERCEPTOR AND  
INDIAN CREEK TRUNK SEWER IMPROVEMENTS

Unit	GWC	Scale:	AS SHOWN	Date	11/4/2014
Designed	IMH	Checked	GWC	Job No.	30030
Drawn		Approved			

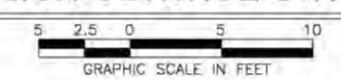
**gwc**  
GWC Engineering, LP  
2701 Fondren Drive  
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F 469-374-0811  
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TX Firm Reg. No. F-1817

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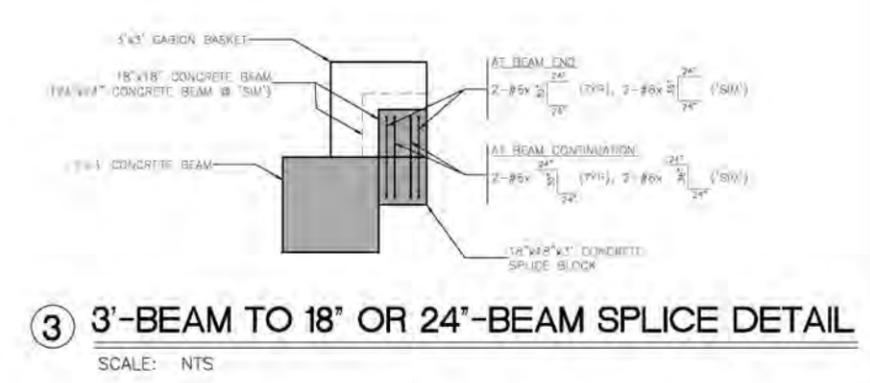
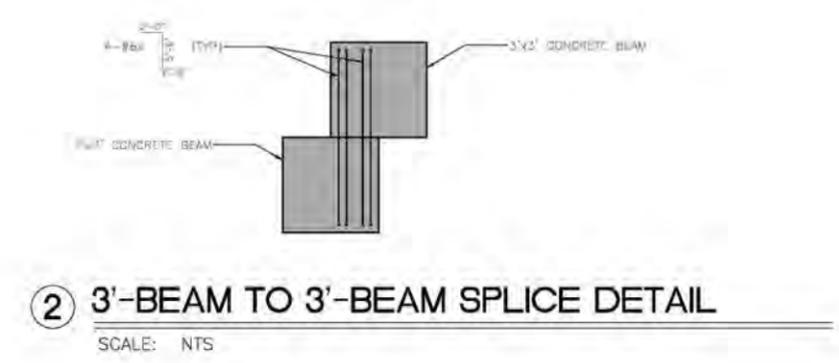




**1** AREA 2 - PROFILE  
**GATION EROSION CONTROL STRUCTURE**  
 SCALE: 1" = 5'-0"  
 (22"x34" SHEET SIZE)



LEGEND	
▼	1ST TIER TIEBACK
■	2ND TIER TIEBACK
●	3RD TIER TIEBACK
●	4TH TIER TIEBACK



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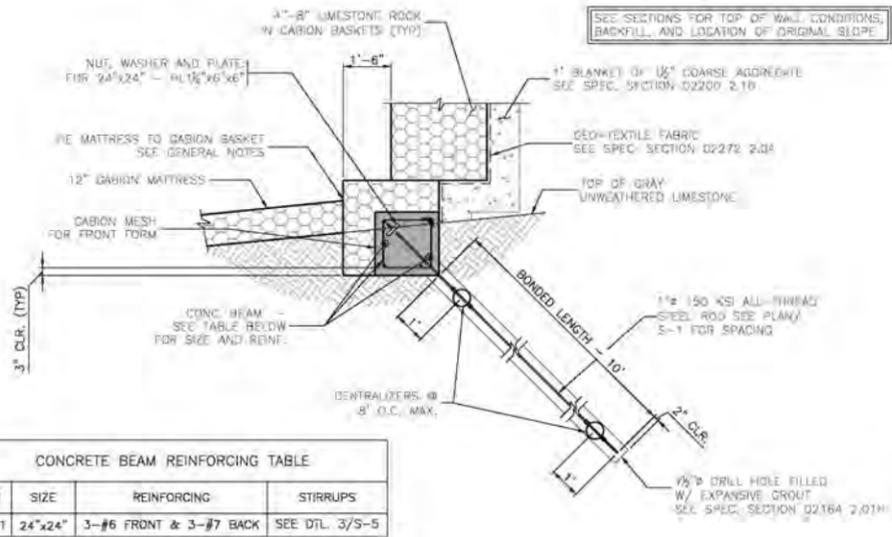
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3			
2			
1			

NORTH TEXAS MUNICIPAL WATER DISTRICT  
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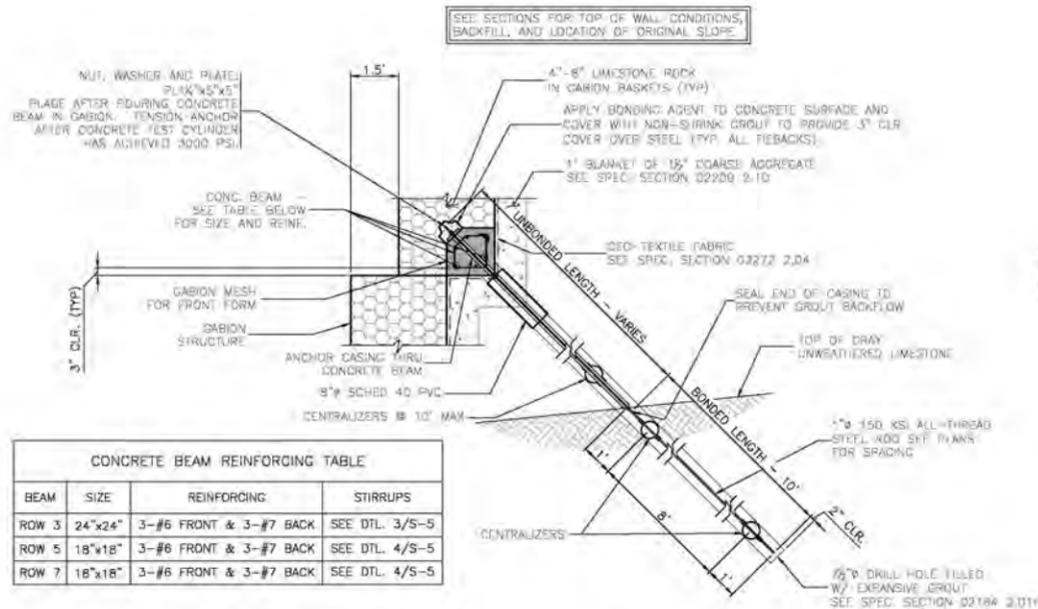
Unit	Scale: AS SHOWN	Date	11/4/2014
Designed: GWC	Checked: GWC	Job No.	30030
Drawn: IMH	Approved:	Attachment A	



CONCRETE BEAM REINFORCING TABLE			
BEAM	SIZE	REINFORCING	STIRRUPS
ROW 1	24"x24"	3-#6 FRONT & 3-#7 BACK	SEE DTL. 3/S-5

1 TYPICAL DETAIL - PASSIVE ANCHOR (BOTTOM ROW)

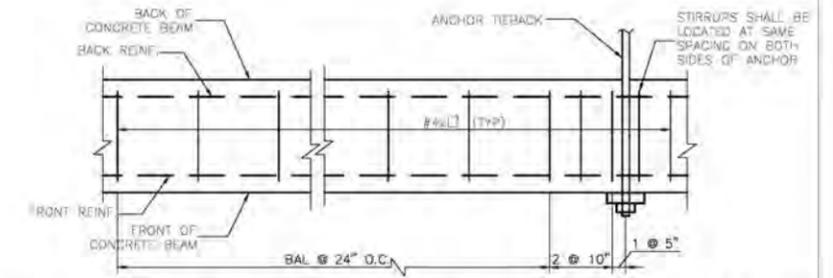
SCALE: NTS



CONCRETE BEAM REINFORCING TABLE			
BEAM	SIZE	REINFORCING	STIRRUPS
ROW 3	24"x24"	3-#6 FRONT & 3-#7 BACK	SEE DTL. 3/S-5
ROW 5	18"x18"	3-#6 FRONT & 3-#7 BACK	SEE DTL. 4/S-5
ROW 7	18"x18"	3-#6 FRONT & 3-#7 BACK	SEE DTL. 4/S-5

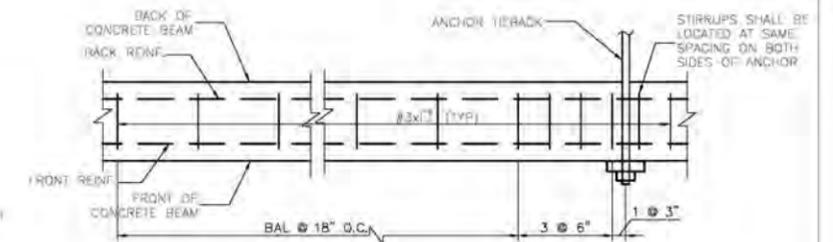
2 TYPICAL DETAIL - ACTIVE ANCHOR (MID ROWS)

SCALE: NTS



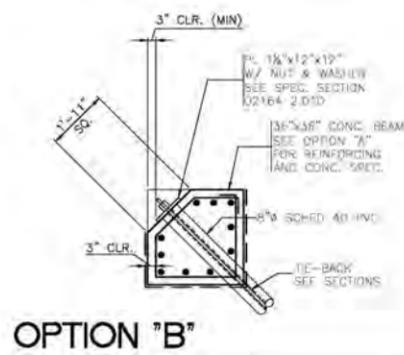
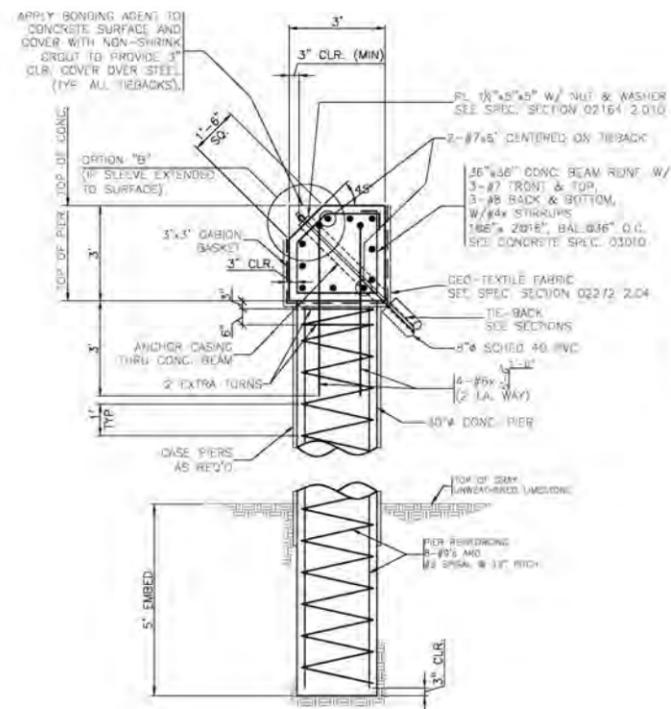
3 24"x24" CONCRETE BEAM STIRRUP DIAGRAM

SCALE: NTS

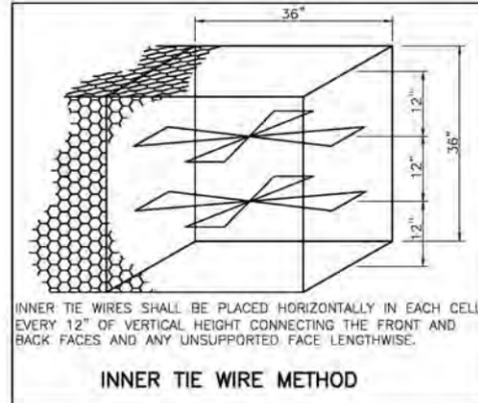
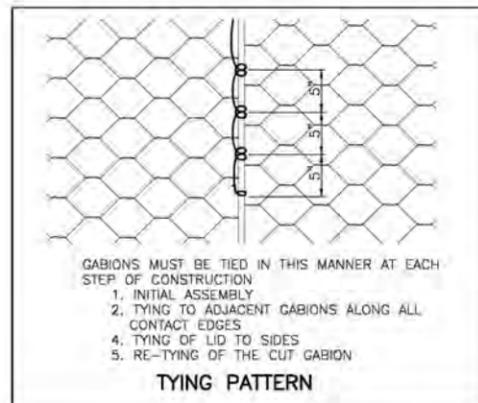


4 18"x18" CONCRETE BEAM STIRRUP DIAGRAM

SCALE: NTS

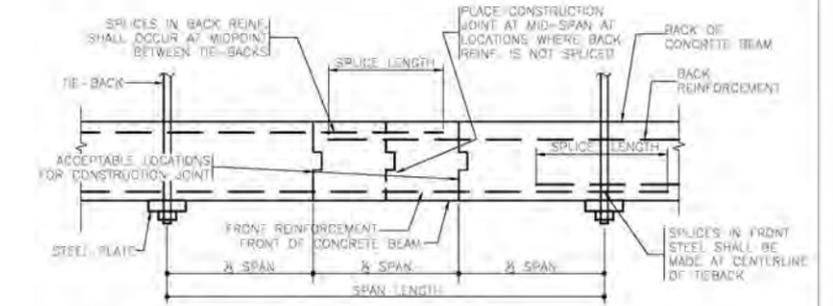


OPTION "B"



7 GABION TYING DIAGRAM

SCALE: NTS



5 CONST. JOINT AND SPLICING DIAGRAM

SCALE: NTS

6 36"x36" CONCRETE BEAM AND PIER

SCALE: NTS



NO.	DATE	ADDENDUM	APPROV.
4			
3			
2			
1			

NORTH TEXAS MUNICIPAL WATER DISTRICT  
MCKINNEY-PROSPER INTERCEPTOR AND  
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Unit	Scale	AS SHOWN	Date	11/4/2014
Designed	GWC	Checked	GWC	Job No. 30030
Drawn	IMH	Approved		

**GENERAL NOTES**

- Contractor shall verify all dimensions at the site.
- Contractor shall precisely locate existing underground sanitary sewer pipelines, and any other underground utilities prior to start of construction.
- All barricades, warning signs, lights, devices, etc. for the guidance and protection of traffic and pedestrians must conform to the installation shown in the 1980 Texas Manual of Uniform Traffic Control Devices, as currently amended, Texas Department of Transportation.
- Contractor shall submit SWPPP to Engineer prior to beginning construction.
- Work in Floodplain: Contractor shall be required to monitor weather forecasts and prepare and submit to the Engineer a safety plan for emergency evacuation of Construction Site during storm events.

**FOUNDATIONS**

- Establish bottom of Gabion Structure at the elevations indicated on the construction drawings.
- Engineering design based on findings and parameters in the Geotechnical Report by Reed Engineering Group; 2424 Stutz Drive, Suite 400; Dallas, TX 75235; tel: 214-350-5600; project no. 18682; dated May 16, 2013.

**EARTHWORK, CRUSHED STONE**

- All vegetation and topsoil containing organic matter shall be removed from construction areas at the start of earth work construction.
- Excavated benches shall be cut into the existing embankment in steps as shown on the section details so that backfill can be placed on level, continuous surfaces. Soils exposed at the surface shall be scarified to a depth of 6 inches and recompacted to between 92 and 98 percent of the maximum density as determined by ASTM D-698, "Standard Proctor". The moisture content shall range from optimum to +4 percentage points above optimum.
- Site excavated soils shall be used for fill and be placed in maximum loose lifts of 8 inches and compacted to the moisture density requirements outlined above.
- Crushed stone Aggregate shall consist of clean, free-draining durable rock meeting ASTM C-33, Size 467 (1½"). Crushed stone Aggregate shall be placed in maximum 8 inch loose lifts and compacted to a minimum of 60 percent of the relative density as determined by ASTM D-4254. Thickness of crushed stone blanket shall be 1'-0".
- The clay cap above the crushed stone filter shall consist of clay or silty clay with a minimum of 70% passing the number 200 sieve, shall have a minimum Plasticity Index of 25, and shall be compacted between a minimum of 92% and a maximum of 98% of Standard Proctor Density with a moisture content between optimum and +4 percentage points above optimum.

**GABION BASKETS**

- General: Gabion structures shall consist of rectangular, compartmented wire baskets filled with stone used to build earth retaining and erosion control structures. Where mattress or other types of structures are indicated, the same requirements as those for gabion structures shall apply.
- Construction: Gabion baskets shall be of single unit construction; the base, end, and sides are to be either woven into a single unit, or one edge of these members connected to the base section of the unit in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh. Where the length of the gabion basket exceeds its horizontal width, the gabion basket shall be divided into compartments of approximately equal size by diaphragms, using the same mesh and gauge as the body of the gabion, into cells whose length does not exceed the horizontal width. The diaphragms shall be secured in proper position on the base in such a manner that no additional tying is necessary. Mesh opening of the gabions shall be approximately 3¼" X 4½" and shall be fabricated in a uniform hexagonal shaped, double twisted, non-raveling pattern.
- All Gabion baskets and mattresses shall be P.V.C. coated.

**GABION BASKETS (CONT.)**

- The rock (gabion stone) shall be clean, hard, durable washed limestone, 4" to 8" in size, and of such quality that they shall not disintegrate on exposure to water or weathering during the life of the structure. Stone fill shall meet the quality requirements (ASTM C 33) and freezing and thawing requirements (ASTM D 5312) for the region of the United States in which the structure will be constructed. Prior to placing stone, samples shall be delivered to the site and shall approved for gradation and appearance by the Engineer.
- All wire used in the construction of gabions, including tie wire, shall conform to ASTM A853-91 and ASTM A-641. Minimum zinc coating shall be tested in accordance with ASTM A-90-91.
- Wire used in the construction of PVC coated gabions, with a thickness of 12" or greater, shall meet the requirements of galvanized gabions and the following:

	Nominal Diameter	Weight of Zinc	PVC Coating
Mesh Wire	0.1063"	0.80 oz./sq.ft.	Nom. 0.02165" Min. 0.015"
Selvedge Wire	0.1338"	0.85 oz./sq.ft.	Nom. 0.02165" Min. 0.015"
Tie Wire	0.866"	0.70 oz./sq.ft.	Nom. 0.02165" Min. 0.015"

- Spenax high tensile rings may be used as an alternate fastening method in place of the tie wire lacing method as shown in the plans and specifications. Rings shall be placed using a Spenax Pneumatic tool or Spenax hand tool. Overlap of completed rings shall be ½" minimum with not more than one inch total overlap. Spacing of the rings shall not exceed four inches.
- For use with PVC coated gabions, rings shall be Spenax brand 11SB-0040 stainless steel rings with the following properties:  
Diameter - 0.120" stainless steel wire per ASTM 313, Type 302, Class I  
Tensile Strength - 260,000 PSI - 280,000 PSI per ASTM E 8/TP2004.
- For Gabions, Spenax rings may be used in place of the tie wire on gabions at any point of contact between adjacent gabions where a ½" overlap of the Spenax ring can be obtained except where the attachment of gabions is end to end at the selvedged joint.

**CONCRETE**

- All concrete shall be of hardrock aggregate and shall develop a minimum compressive strength of 3,600 psi at 28 days. High/early strength concrete may be used for concrete beams at Contractor's option.
- All concrete shall have a maximum slump of five inches. The water/cement ratio specified shall not be exceeded to arrive at an acceptable slump for workability purposes.
- All concrete shall be designed, mixed, transported, and placed in accordance with the latest specifications of the North Central Texas Council of Governments Public Works Construction Standards, Latest Edition.
- Maximum size of coarse aggregate shall be 1½".

**REINFORCEMENT**

- All beam stirrups and #3 bars shall conform to ASTM Specification A615, Grade 40. All other reinforcing steel shall conform to ASTM A615, Grade 60. Foreign steel is acceptable if mill certificates of compliance with ASTM are provided.
- All reinforcement shall be designed and detailed in accordance with the latest edition of the ACI "Manual of Standard Practice for Detailing Concrete Structures" (ACI 315).
- Hook all beam bars (in beam supporting lateral loads) at discontinuous ends.
- All hooks shall be ACI Standard 90 degree hooks unless detailed otherwise.
- All reinforcing bar bends shall be made cold. Grade 60 bars may not be re-bent in the field.
- Reinforcement shall be supported to provide the following minimum concrete cover:

Cast against and permanently exposed to earth - 3 inches  
Formed, exposed to earth or weather - 2 inches

**REINFORCEMENT (CONT.)**

- All bar lengths and dimensions are out-to-out and do not include hooks and bends.
- Stirrups of the size and spacing sheduled shall provide the cover listed above. Hooks on stirrups shall be 90 degrees and shall have 4" minimum extensions.
- Where splices occur in beam reinforcing, front face of beam bars shall be spliced at the center line of supports (tiebacks), and bars at the back face of beam shall be spliced by lapping at the centerline of span. Splices for front and back of beam bars shall be a length equal to an ACI Class B tension splice for the bar sizes used per the chart below:

BAR SIZE	FRONT BARS	BACK BARS
#3	1'-0"	1'-4"
#4	1'-4"	1'-10"
#5	1'-8"	2'-3"
#6	2'-1"	2'-3"
#7	2'-10"	4'-0"
#8	3'-9"	5'-3"

- Construction joints in concrete beams shall be placed at either of the third points of the span, shall be vertical, and shall be keyed to the next pour.

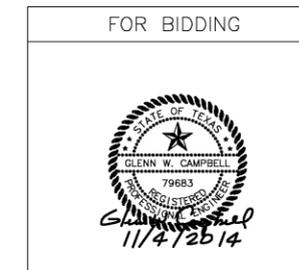
**TESTING**

- Testing Laboratory:** The Contractor shall utilize a testing laboratory, acceptable to the Engineer, to perform lab tests of the concrete in the beams, and field and lab tests of the fill materials and operations. Testing shall be paid for by Contractor.
- Concrete:** Testing laboratory will perform sampling and testing during concrete placement, which shall include the following:
  - Sampling: ASTM C 172.
  - Slump: ASTM C 143, one test for each load at point of discharge.
  - Air Content: ASTM C 173, one for each set of compressive strength specimens.
  - Compressive Strength: ASTM C 39, one set for each 50 cu. yds. or fraction thereof for each class of concrete, 1 specimen tested at 7 days, 2 specimens tested at 28 days. This testing does not relieve contractor of responsibility of providing concrete in compliance with specifications. Contractor may perform additional testing as necessary, at no expense to Owner, to ensure quality of concrete. When the total quantity of a given class of concrete is less than 50 cu. yds., strength tests may be waived by the Engineer if field experience indicates evidence of satisfactory strength. Test results will be reported in writing to Owner, Engineer, Contractor, and concrete producer on same day tests are made.
- Slope Stability Structure Backfill:** The contractor shall perform field density and moisture content tests on each lift at the rate of one test per lift per 200 lf of structure.
- General Backfill:** The contractor shall perform field density and moisture content tests of earthwork on each lift of general fill at the rate of one test per 5,000 sf (min).

- Notification:** The contractor shall notify the testing laboratory of the progress of the work in adequate time to allow scheduling of personnel. The testing laboratory will be responsible for verbally informing the Contractor of the test results immediately upon completion, so unnecessary delay is eliminated and unsatisfactory work is not covered up. Continued progress of the work shall not relieve the contractor of the responsibility of complying with the specification requirements. The testing laboratory shall notify the contractor and the engineer in writing of the test results.

**DRILLED PIERS**

- Drilled piers are to be founded as shown on the drawing.
- The bottom of all piers shall be smooth, dry and free of all loose material before pouring concrete.
- Drilled piers shall be concreted within four (4) hours of excavation.
- The Contractor shall verify the depth of the pier prior to cutting pier reinforcing cages. Pier steel shall be delivered to the job site in standard 60 foot lengths and cut as required.
- Continuous inspection of pier drilling operations by a Geotechnical or Structural Engineer is required to assure proper bearing stratum is penetrated, that the pier holes are clean and dry at time of concreting, and proper concreting procedures are used in constructing the piers.
- Case piers as required.



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ADDENDUM APPROV.  
NORTH TEXAS MUNICIPAL WATER DISTRICT  
MCKINNEY-PROSPER INTERCEPTOR AND  
INDIAN CREEK TRUNK SEWER IMPROVEMENTS

**gwc**  
GWC Engineering, LP  
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www.gwceengineering.com  
TX Firm Reg. No. F-1817

**KSA ENGINEERS**  
8875 SYNERGY DRIVE  
MCKINNEY, TEXAS 75070  
TEL: 972-542-2995  
FAX: 972-542-6750  
WWW.KSAENG.COM

Unit	.	Scale:	AS SHOWN	Date	11/4/2014
Designed	GWC	Checked	GWC	Job No.	30030
Drawn	IMH	Approved		Attachment 6A	

**TIEBACK ANCHORS**

1. Complete rock anchor assemblies shall consist of the following components, which shall be of a quality as manufactured by Dywidag Systems International, USA, Inc., or approved equal:

2. The anchor tendon shall be a solid rod, which shall be high tensile steel 150 ksi continuous coil threadbar (size as indicated on construction drawings). The anchor rod may be of more than one section in length, the sections being interconnected by threaded tubular couplings of sufficient strength and thread engagement with the anchor rod sections to transfer 100% of the ultimate strength of the rock anchor. Rods shall be protected from dirt, rust, or deleterious substances. Rods with heavy corrosion or pitting shall not be used. Rods shall be stored and handled in such a manner as to avoid damage or corrosion.

3. Each rock anchor shall be capable of developing 95% of the guaranteed minimum ultimate tensile strength of the steel.

4. Each high strength steel tieback rod shall be treated with an electrostatically applied epoxy (powdered epoxy) coating per ASTM A775. The epoxy coating shall:

- a. Be resistant to chemical attacks from the grout and the environment.
- b. Completely and uniformly coat the tendon, and be free of holes, voids, and cracks.
- c. Be resistant to abrasion and impact.
- d. Be resistant to handling and installation damage.
- e. Enable the tendon to develop adequate bond with the grout without creeping.
- f. Be capable of elongating with the tendon without debonding.
- g. Be between 5 and 12 mils (0.13 and 0.30 mm) thick, inclusive, after curing.

5. Steel Rods, Plates, and Nuts used in the tieback assembly shall be epoxy coated per ASTM A-775 or hot-dip galvanized per ASTM A-153.

6. The bearing plate shall be fabricated from 36 ksi steel and shall be capable of developing 95% of the guaranteed minimum ultimate tensile strength of the steel.

7. Threaded steel tubular couplings shall be capable of developing 100% of the ultimate strength of the anchor rod steel.

8. Threaded steel anchor nuts shall be capable of developing 100% of the ultimate strength of the anchor rod steel.

9. Steel or plastic centralizers shall be fabricated from material which is not detrimental to the anchor rod steel. The centralizer shall position the rod in the drill hole so a minimum of 0.5 inch of grout cover is provided. Centralizers shall be spaced on the anchor rod as shown on the contract drawings.

10. Grout for rock anchors shall be expansive (non-shrink) grout providing a typical vertical expansion on not less than +0.04% at 28 days, and shall provide a minimum compressive strength of 3,500 psi at 7 days and 5,500 psi at 28 days (Corps of Engineers Test Method CRD-C-621).

11. Water for mixing grout shall be potable.

12. The casing, sheath or bond breaker shall be either a steel, pvc, polyethylene, or polypropylene pipe or tube. The casing material shall be capable of withstanding damage during shipping, handling, and installation. The material is subject to the approval of the engineer.

13. Grease: Grease shall be injected between the casing and the anchor rod and shall be formulated to provide lubrication and inhibit corrosion. The chlorides, nitrates, and sulfides present in the grease shall not exceed the following limits:

- a. Chlorides 10 ppm
- b. Nitrates 10 ppm
- c. Sulfides 10 ppm

14. The down hole end of the casing unbonded length shall be sealed with tape, heat shrinkable tubes, or other means subject to the approval of the Engineer. A plastic trumpet or other suitable sealing device shall be used to make the transition from the bearing plate to the corrosion protective casing over the unbonded length. A tight fitting seal shall be provided at the end of the trumpet.

**TIEBACK ANCHORS (CONT.)**

15. Core drilling, rotary drilling, or percussion drilling may be used to drill tieback anchor holes. Hole diameters shall be as shown on the construction drawings.

16. The grout shall have a maximum water to cement ratio of 0.20. The grouting equipment shall include a mixer capable of producing a grout free of lumps and undispersed cement. The grouting equipment shall be sized to enable the rock anchor to be grouted in one continuous operation. Mixing and storage times shall not cause excessive temperature build up in the grout. The mixer should be capable of continuously agitating the grout.

17. Grout shall be injected from the lowest point of the rock anchor. The grout may be placed using grout tubes or casings. The grout can be placed before or after insertion of the rod. The quantity of the grout per hole shall be calculated and recorded to insure that the minimum bonded length is provided.

18. The tieback shall remain undisturbed for a minimum of 7 days or until the grout has cured. A minimum of 7 days after placement and after the concrete beam through which the rod penetrates has been placed and reached sufficient concrete strength, a hydraulic type jack with pressure gauge and minimum capacity of 80 tons shall be used for testing.

19. Ten percent of the rock anchors shall be performance tested to 1.33 times the service load. The remainder of all rock anchors shall be proof tested to 1.20 times the service load. The service and test loads for the rock anchors are included on the construction drawings.

20. Performance Test: The first three rock anchor tiebacks constructed (and one every ten thereafter, 2 tiebacks) shall be incrementally loaded to performance test capacity (1.33 times the service load) according to the Tieback Performance Test Schedule included on Sheet S-7). During the load hold, the movements of the tieback shall be recorded at 0, 1, 2, 3, 4, 5, 7, and 10 minutes. If the change in movement between 1 and 10 minutes exceeds 0.04 inches (1 mm), then the movement shall be observed for a total of 60 minutes in order to determine the creep rate. If the observation period is extended to 60 minutes, then the movements shall also be recorded at 15, 20, 25, 30, 45, and 60 minutes. The observation period begins when the jack begins to apply load to the tieback. The load should be raised from the previous increment in less than 60 seconds, and the one minute reading is taken one minute after the jacking force begins to be applied.

21. Proof Test: The remaining 90 percent of the tieback rods shall be incrementally loaded to proof test capacity (1.20 times the service load) according to the Tieback Proof Test Schedule on Sheet S-7. The tieback rod shall be incrementally loaded and the elastic movement recorded at 0.25, 0.50, 0.75, 1.00, and 1.20 times the service load. The elastic movement shall be recorded every minute for 5 minutes at 1.20 times the service load. Movement of the proof test load between 1 and 5 minutes shall be less than 0.03 inches. If movement is greater than 0.03 inches during the 5 minute period, the load should be maintained until the creep rate can be determined.

22. "Lock-Off" of the Tieback: After all the test results have been recorded and the tieback has been successfully tested, the jack force shall be reduced to apply the service load to the rock anchor ("lock-off" load), the nut and washer secured to the concrete beam, and the jack removed.

23. Allowable Elastic Movements: To verify that the specified unbonded length of the tieback rod has been provided, the minimum elastic movement of the rod must exceed 0.8 times the calculated elastic elongation of the unbonded length. To verify that the specified bonded length of the tieback rod has been provided, the maximum elastic movement of the rod shall be less than the calculated elastic elongation of the unbonded length plus half of the bonded length.

24. Concrete for the beams shall be of hardrock aggregate and shall develop a minimum compressive strength of 3,600 psi prior to stressing the steel tieback rods. Concrete for beams shall develop a minimum compressive strength of 3,600 psi at 7 days in the event the anchors are stressed 7 days following the placement of the beams. No tieback may be stressed prior to a test cylinder break achieving a concrete strength equal to or greater than 3,600 psi, and prior to 7 days following placement of concrete.

**TESTING**

1. Coordinate with Owner's Representative.

**TEST LOADS**

Service loads for all tiebacks are shown on Sections on sheets S-1, S-2, and S-3 and on Profile on sheet S-4.

**DESIGN VALUES**

- 1. Lateral earth pressure = 55 pcf EFP
- 2. Pull-out for unweathered limestone = 7.0 ksf
- 3. Coefficient of friction = 0.45

**TIEBACK PERFORMANCE TEST SCHEDULE  
10 Minute Observation Period**

Load Increment	Basis of Load (P <sub>ts</sub> = Design Load)	Load (Kips)	Observation Period (min.)	Jack Pressure (psi)	Movement (inches)	Remarks
Tieback No. _____ Date: _____						
TS	( 1 )					**
P <sub>1</sub>	0.25 R <sub>L</sub>					**
TS						**
P <sub>1</sub>	0.25 R <sub>L</sub>					*
P <sub>2</sub>	0.50 R <sub>L</sub>					*
TS						**
P <sub>1</sub>	0.25 R <sub>L</sub>					*
P <sub>2</sub>	0.50 R <sub>L</sub>					*
P <sub>3</sub>	0.75 R <sub>L</sub>					*
TS						**
P <sub>1</sub>	0.25 R <sub>L</sub>					*
P <sub>2</sub>	0.50 R <sub>L</sub>					*
P <sub>3</sub>	0.75 R <sub>L</sub>					*
P <sub>4</sub>	1.00 R <sub>L</sub>					*
TS						**
P <sub>1</sub>	0.25 R <sub>L</sub>					*
P <sub>2</sub>	0.50 R <sub>L</sub>					*
P <sub>3</sub>	0.75 R <sub>L</sub>					*
P <sub>4</sub>	1.00 R <sub>L</sub>					*
P <sub>5</sub>	1.20 R <sub>L</sub>					*
TS						**
P <sub>1</sub>	0.25 R <sub>L</sub>					*
P <sub>2</sub>	0.50 R <sub>L</sub>					*
P <sub>3</sub>	0.75 R <sub>L</sub>					*
P <sub>4</sub>	1.00 R <sub>L</sub>					*
P <sub>5</sub>	1.20 R <sub>L</sub>					*
TS						**
P <sub>1</sub>	0.25 R <sub>L</sub>					*
P <sub>2</sub>	0.50 R <sub>L</sub>					*
P <sub>3</sub>	0.75 R <sub>L</sub>					*
P <sub>4</sub>	1.00 R <sub>L</sub>					*
P <sub>5</sub>	1.20 R <sub>L</sub>					*
Lock-Off						*

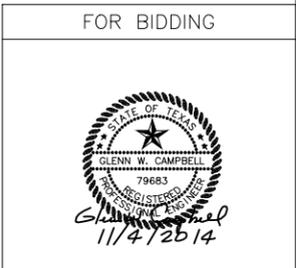
(1) TS is the alignment load. It is normally between 10% of the design load and it is maintained in order to keep the testing equipment aligned. The actual value of this load depends upon the type of tendon and the weight of the jack.

(2) 1 ton = 8.9 kN, 1 inch = 25.4 mm 1 psi = 6.9 kPa

- \* Total Movement readings
- \*\* Residual anchor movement readings

**TIEBACK PROOF TEST SCHEDULE  
5 Minute Observation Period**

Load Increment	Basis of Load (P <sub>ts</sub> = Design Load)	Load (Kips)	Observation Period (min.)	Jack Pressure (psi)	Movement (inches)	Remarks
Tieback No. _____ Date: _____						
TS	Alignment Load					
P <sub>1</sub>	0.25 R <sub>L</sub>					
P <sub>2</sub>	0.50 R <sub>L</sub>					
P <sub>3</sub>	0.75 R <sub>L</sub>					
P <sub>4</sub>	1.00 R <sub>L</sub>					
P <sub>5</sub>	1.20 R <sub>L</sub>		1			
P <sub>5</sub>	1.20 R <sub>L</sub>		2			
P <sub>5</sub>	1.20 R <sub>L</sub>		3			
P <sub>5</sub>	1.20 R <sub>L</sub>		4			
P <sub>5</sub>	1.20 R <sub>L</sub>		5			
P <sub>4</sub>	1.00 R <sub>L</sub>					
Lock-Off						



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NO.	DATE	ADDENDUM	APPROV.

NORTH TEXAS MUNICIPAL WATER DISTRICT  
MCKINNEY-PROSPER INTERCEPTOR AND  
INDIAN CREEK TRUNK SEWER IMPROVEMENTS

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FAX: 972-542-6750  
WWW.KSAENG.COM

Unit		Scale:	AS SHOWN	Date	11/4/2014
Designed	GWC	Checked	GWC	Job No.	30030
Drawn	IMH	Approved			



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3/26/2026

Administrative Memorandum No. 26-6242

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**Upper East Fork Interceptor System**

**Beck Branch Parallel Interceptor Improvements, Beck Branch Parallel Interceptor Phase II, and Plano Spring Creek Force Main Parallel; Final Settlement Agreement; Project No. 501-0439-16**

**SUBJECT**

Authorize final global settlement agreement of lawsuit styled *Ark Contracting Services, LLC v. North Texas Municipal Water District, Lockwood, Andrews & Newnam, Inc., Freese & Nichols, Inc., and Garver, LLC.*; Cause No. 471-02694-2023; In the 471<sup>st</sup> Judicial District Court, Collin County, Texas.

**PURPOSE**

Authorize execution of final global settlement agreement resolving lawsuit.

**RECOMMENDATION**

The Executive Director, NTMWD staff, and Saunders | Walsh recommend the Board of Directors authorize execution of a global settlement agreement securing resolution of all claims in the lawsuit.

Scope: Global settlement related to ongoing litigation

Project: No. 501-0439-16, Beck Branch Parallel Interceptor Improvements; Beck Branch Parallel Interceptor Phase II and Plano Spring Creek Force Main Parallel

Amount: Confidential (to be discussed in Executive Session)

Committee: This will be a Champion Update at the March 25, 2026 Wastewater Committee meeting

**DRIVER(S) FOR THIS PROJECT**

<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 type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input checked="" type="checkbox"/> Other <u>Legal Services</u>

**BACKGROUND**

- On May 26, 2023, Ark Contracting Services, LLC (ARK) filed suit against NTMWD, Lockwood, Andrews & Newnam (LAN - Engineer of Record), Garver (Leased Employee - Project Management), and Freese & Nichols (FNI - Inspection Services).
- ARK’s current live pleading seeks recovery of \$15,000,000 from NTMWD, plus attorneys’ fees and interest. ARK also sued LAN, Garver, and FNI in contract and tort, seeking similar actual damages, plus punitive damages of \$25,000,000.
- Trial is preferentially set on March 30, 2026.
- Lawsuit arises out of a construction contract for the Beck Branch Parallel Interceptor Improvements, Beck Branch Parallel Interceptor Phase II and Plano Spring Creek Force Main Parallel (Project)(reference Administrative Memorandum No. 5557).
- On May 28, 2020, NTMWD entered into the construction contract for Project. ARK’s bid was \$20,869,584.
- Open cut trenching began in early 2021. ARK’s primary claim is that NTMWD and the other defendants interfered with ARK’s means and methods of construction. ARK claims that the other defendants tortiously interfered with the contract, as well as committed acts of negligence, fraud, and conspiracy. NTMWD and the other defendants have at all times vigorously disputed these allegations.
- On July 21, 2023, ARK sent a notice of contract termination and abandoned the Project. NTMWD contends that this was a material breach of the contract.
- Upon ARK’s termination and abandonment, NTMWD made prompt demand upon ARK’s performance bond surety to satisfy its obligations under the bond and to complete ARK’s scope of work (or pay the District to do it). It refused.
- NTMWD performed emergency work to remedy life/health/safety risks to the public caused by open trenches. NTMWD then re-packaged and re-bid the remaining scope of work and awarded the bid for completion work to Wilson Contractor Services, Inc. Original contract with Wilson: \$16,757,742. Wilson’s work is nearing completion.
- NTMWD filed counterclaims against ARK and the surety, seeking recovery of the amount spent by NTMWD in excess of ARK’s contract amount to correct and complete ARK’s abandoned scope of work. NTMWD’s principal claim is for \$13,580,788.81.
- Litigation has been ongoing since 2023.

- Mediation took place on Saturday, February 28, 2026. It did not settle during the formal mediation, but negotiations have continued since that time.
- On March 16, all other parties agreed to a global settlement agreement that would result in resolution of all claims in the case. All other parties to the litigation agreed to and signed this global settlement agreement.

## **FUNDING**

Confidential (to be discussed in Executive Session). Funds will be credited back to the Upper East Fork Interceptor System Capital Program.



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3/26/2026

Administrative Memorandum No. 26-6243

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## **Regional Water System**

**Leonard Water Treatment Plant (WTP) Phase II; Project No. 101-0600-21**  
**Leonard WTP Terminal Storage Reservoir Phase II; Project No. 101-0601-21**  
**Bois d’Arc Lake Raw Water Pump Station Phase II; Project No. 101-0602-21**  
**Leonard WTP High Service Pump Station Phase II; Project No. 101-0603-22**  
**Leonard WTP High Service Pump Station - South; Project No. 101-0603A-22**

**Additional Services for Construction Management and Inspection for the Bois d’Arc Lake System Projects.**

### **SUBJECT**

Authorize funding in the amount of \$ 3,366,386 for additional construction management and inspection services with Black & Veatch Corporation (Black & Veatch) for five projects in the North System Program related to Bois d’Arc Lake Projects.

### **PURPOSE**

This agreement will provide outsourced technical and administrative resources for the daily activities related to the oversight, construction management, supplemental inspection support of the NTMWD inspectors, and quality assurance during the construction across the five projects of the Bois d’Arc Lake Program. This is a subsequent phase of the Construction Management (CM) Services Agreement with Black & Veatch, which was previously authorized by Administrative Memorandum No. 24-6001 in March 2024, to provide the initial CM services from March 2024 through March 2026.

### **RECOMMENDATION**

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

Consultant:               Black and Veatch Corporation

Scope:                    Construction Management and Inspection Services

Project: Leonard Water Treatment Plant (WTP) Phase II;  
 Project No. 101-0600-21  
 Leonard WTP Terminal Storage Reservoir (TSR) Phase II; Project  
 No. 101-0601-21  
 Bois d’Arc Lake (BDL) Raw Water Pump Station (RWPS) Phase II;  
 Project No. 101-0602-21  
 Leonard WTP High Service Pump Station (HSPS) Phase II;  
 Project No. 101-0603-22  
 Leonard WTP HSPS Phase III; Project No. 101-0603A-22

Amount: \$3,366,386

Committee: This will be an item on the March 25, 2026, Water Committee meeting 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 Bois d’Arc Lake (BDL) system consists of the BDL Raw Water Pump Station (RWPS), the Leonard Water Treatment Plant (WTP), the Leonard WTP Terminal Storage Reservoir (TSR), and the Leonard WTP High Service Pump Station - North (HSPS-N) and High Service Pump Station - South (HSPS-S). The program adopted a phased approach for design and construction to achieve the ultimate planned capacity of the associated facilities. Currently, the Phase II construction of the RWPS, TSR, Leonard WTP, and HSPS-N is ongoing.

Evaluation of the competitively sealed proposals for the new HSPS (HSPS-S) was recently completed and the process of construction contract award is underway. This construction management and inspection services scope will provide continued outsourced construction management and inspection services, including project administration, contract administration, quality assurance, progress and schedule management through March 2028 for all four active construction projects including the recently bid HSPS-S project.

## PROJECT PURPOSE

- Maintain documentation and reporting to the District Staff of issues and status relating to the construction progress.
- Provide inspection support, in coordination with assigned District Inspection personnel, for the multiple construction projects to ensure quality assurance and adherence to the contract documents.
- Communication and coordination support during construction with NTMWD, Engineers of Record and General Contractors.

## CONSTRUCTION MANAGEMENT SERVICES

- Administer and manage the day-to-day requirements of the Projects in regular coordination with the District Program Manager (PM) and in-house Inspectors.
- Serve as primary contact with the General Contractor with primary responsibility for construction contract administration.
- Provide direction and manage the efforts of inspectors.
- Coordinate with the District PM on issues that impact ongoing operations.
- Monitor construction activities for conformance with contract, schedule, cost and quality assurance.

## SUPPLEMENTAL INSPECTION SERVICES

- Provide third-party inspectors to supplement NTMWD Inspectors.
- Work alongside and in coordination with NTMWD Inspectors to enforce Contract documents during construction activity.
- Provide daily status of schedule and field issues by preparing Daily Field Reports and photos.
- Participate in ongoing communications with the General Contractors.
- Coordinate with the project team in processing requests for information, submittals, clarification of the plans, processing of claims and substantial completion walkthroughs.

This construction management and inspection services extension is for 2 years (from April 2026 to March 2028). Ongoing needs of the District will be reassessed for possible extension. Attached is a table summarizing the third-party additional construction management and inspection services fee.

## SUMMARY OF TOTAL CONTRACT AUTHORIZATIONS

Previous Authorization - Administrative Memorandum No. 5923

### Procurement support

Project No. 101-0600-21, Leonard WTP Phase II	\$95,000
Project No. 101-0601-21, Leonard WTP TSR Phase II	\$5,000
Project No. 101-0602-21, BDL RWPS Phase II	\$90,000
Project No. 101-0603-22, Leonard WTP HSPS-N Phase II	\$90,000
<b>Contract Amount</b>	<b>\$280,000</b>

Previous Authorization - Administrative Memorandum No. 24-6001

### Construction Management Services 2024-2026

Project No. 101-0600-21, Leonard WTP Phase II	\$7,123,267
Project No. 101-0601-21, Leonard WTP TSR Phase II	\$2,018,840
Project No. 101-0602-21, BDL RWPS Phase II	\$3,867,698
Project No. 101-0603-22, Leonard WTP HSPS-N Phase II	\$2,946,641
<b>Contract Amount</b>	<b>\$15,956,446</b>

### Current Request

#### Construction Management Services 2026-2028

Project No. 101-0600-21, Leonard WTP Phase II	\$1,853,178
Project No. 101-0601-21, Leonard WTP TSR Phase II	\$45,065
Project No. 101-0602-21, BDL RWPS Phase II	(\$41,404)*
Project No. 101-0603-22, Leonard WTP HSPS Phase II	(\$1,203,469)*
Project No. 101-0603A-22, Leonard WTP HSPS-S	\$2,713,016
<b>Total Request</b>	<b>\$3,366,386</b>

\*Remaining previously authorized funds to be credited back to NTMWD.

### Total Authorization Upon Approval of Current Request

Project No. 101-0600-21, Leonard WTP Phase II	\$9,071,445
Project No. 101-0601-21, Leonard WTP TSR Phase II	\$2,068,905
Project No. 101-0602-21, BDL RWPS Phase II	\$3,916,294
Project No. 101-0603-22, Leonard WTP HSPS Phase II	\$1,833,172
Project No. 101-0603A-22, Leonard WTP HSPS-S Phase	\$2,713,016
<b>Total Revised Contract Amount</b>	<b>\$19,602,832</b>

**FUNDING**

Funding in the amount of \$3,366,386 to Black & Veatch Corporation is to be made available from the Regional Water System SWIFT Construction Funds contingent upon Texas Water Development Board's approval of the contract and release of funding.



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3/26/2026

Administrative Memorandum No. 26-6244

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**Regional Water System**

**Leonard Water Treatment Plant High Service Pump Station - South; Project No. 101-0603A-22; Tabulation of Proposals And Award of Contract; and Additional Engineering Services**

**SUBJECT**

Authorize award of a construction contract in the amount of \$136,220,000 with Garney Companies, Inc. and Additional Engineering Services to Carollo Engineers, Inc., in the amount of \$3,524,030 for the Leonard Water Treatment Plant High Service Pump Station - South

**PURPOSE**

Planned expansions of the Leonard Water Treatment Plant (WTP) will require an additional High Service Pump Station (HSPS) to add 175 million gallons per day (MGD), for a total of 350 MGD in treated water pumping capacity. The additional pumping capacity from the Bois d'Arc Lake system is consistent with NTMWD's plans and efforts to continuously supply safe potable water to its growing service area.

**RECOMMENDATION**

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

Contractor: Garney Companies, Inc.

Consultant: Carollo Engineers, Inc.

Scope: Construction Contract; and Additional Engineering Services during construction

Project: No. 101-0603A-22, Leonard Water Treatment Plant High Service Pump Station - South

Amount: Construction Contract Amount: \$136,220,000  
Engineering Services: \$3,524,030

**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**

**PROJECT PURPOSE**

- Add treated water pumping capacity of 175 MGD to the Leonard WTP, consisting of a second HSPS, very similar in design and scope to the existing HSPS North.
- Construction of a building to include pump level and electrical component levels that will create HSPS South.
- Improvements to the existing HSPS North facility include the installation of one high-flow/high-head horizontal split-case pump (45 MGD) with motor and ancillary equipment, replacement of manual gate valve actuators with electric actuators, and modifications to the existing Heating Ventilation and Cooling (HVAC) ductwork.
- The Engineer’s Opinion of Probable Construction Cost for Leonard WTP HSPS South is \$174,694,126.
- This project will bring the total high service pumping capacity for the Leonard WTP site to 350 MGD.

**PROJECT COMPONENTS**

- HSPS building structure complete with mechanical, electrical, plumbing, drainage, and site work components.
- Installation of four high-flow/high-head horizontal split-case pumps (45 MGD each) with associated motors, air-cooled adjustable frequency drives (AFDs) and ancillary equipment.
- Installation of three high-flow/low-head (45 MGD each) horizontal split-case pumps with associated motors, air-cooled AFDs and ancillary equipment in the new HSPS South.
- Two submersible dewatering pumps, and associated mechanical, electrical, instrumentation, and control (EI&C) equipment and components.
- Removal and relocation of a 25 MGD horizontal split-case pump and motor, including ancillary equipment from the existing HSPS North to HSPS South.
- Modifications to the existing HSPS North HVAC ductwork.

<b>Summary of new equipment (under this contract)</b>	<b>HSPS-South (HSPS-S)</b>	<b>HSPS-North (HSPS-N)</b>
High flow/High head 45 MGD pumps	4	1
High flow/ Low head 45 MGD pumps	3	
Low flow/ low head 25 MGD pumps	1	(1) (existing pump to be relocated to HSPS-S)
Spare pump place	1	
AFDs	8	1
<b>Total pumps - to date</b>	<b>7</b>	<b>8 (7 existing + 1 new)</b>

### BEST VALUE PROPOSAL

NTMWD used the Competitive Sealed Proposal Method in accordance with Section 2269 of the Texas Administrative Code, "Contracting and Delivery Procedures for Construction Projects," to procure a contractor for this project. This method involves evaluating and scoring proposals based on key criteria, including project approach, experience with similar projects, key personnel, safety record, and price. Four proposals were received on Tuesday, February 10, 2026.

NTMWD staff evaluated the four responsive proposals in accordance with the published rating criteria. Additionally, NTMWD consultants Carollo Engineers, Inc. (Carollo), and Black and Veatch Corporation (Black and Veatch) checked company and individual team member references. NTMWD staff scored the Garney Companies, Inc. proposal as the best value for NTMWD.

### TABULATION OF PROPOSALS

Proposals for construction of the Leonard WTP HSPS - South were received at 2:00 P.M. on Tuesday, February 10, 2026, as tabulated below:

<b>Proposer</b>	<b>Total Bid</b>	<b>Recommendation</b>
Garney Companies, Inc. (Garney)	\$136,220,000.00	Best Value Proposer
Archer Western Construction, LLC	\$155,795,930.00	
Zachry Construction Corporation	\$180,306,402.57	
Thalle Construction Company, Inc.	\$187,500,000.00	
ENGINEER'S OPINION OF PROBABLE COST	\$174,694,126.00	

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## LOWEST RESPONSIBLE PROPOSER HISTORY

Garney Companies, Inc., either as a Construction Manager at-Risk (CMAR) or a General Contractor (GC), has successfully completed several similar projects for NTMWD. Garney has successfully completed the following projects for NTMWD:

- Project No. 101-0268-11, Lake Texoma Outfall to Wylie WTP Raw Water Pipeline (CMAR and Work package Contractor - completed September 2015)
- Project No. 101-0269-11, Trinity River Main Stem Pump Station and Raw Water Pipeline (CMAR - completed November 2021)
- Project No. 101-0358-14, Bois d'Arc Lake Raw Water Pump Station (CMAR - completed November 2024)
- Project No. 101-0384-15, Bois d'Arc Lake Leonard Water Treatment Plant (CMAR - completed November 2024)
- Project No. 101-0428-16, Bois d'Arc Lake Leonard WTP High Service Pump Station (CMAR and Mechanical Work package contractor - completed November 2024)
- Project No. 101-0261-11, High Service Pump Stations 2-2 and 2-3 Mechanical Improvements (GC - completed January 2017)
- Project No. 101-0388-15, Chapman Pipeline Repair at Hunt County Road and South Sulphur River, Phases 1, 2 and 3 (GC - completed November 2020)

Based on their standing as the best value proposer, the information provided in the submitted proposals, reports from the references supplied, and their history with NTMWD, the NTMWD staff and Carollo Engineers, Inc. recommend award of the contract to Garney Companies, Inc.

## ENGINEERING SERVICES AGREEMENT

Additional engineering services are needed during the construction phase for the Leonard WTP HSPS - South in the amount of \$3,524,030. These services include the standard construction phase services the engineer of record performs, such as:

- General project management
- Review of submittals, schedules, pay applications, proposed change orders, and requests for information
- Monthly progress and other meetings
- Site visits and specific observations
- Major equipment witness testing
- Start-up, testing, and commissioning oversight
- Record drawings, handover support, and other construction related services

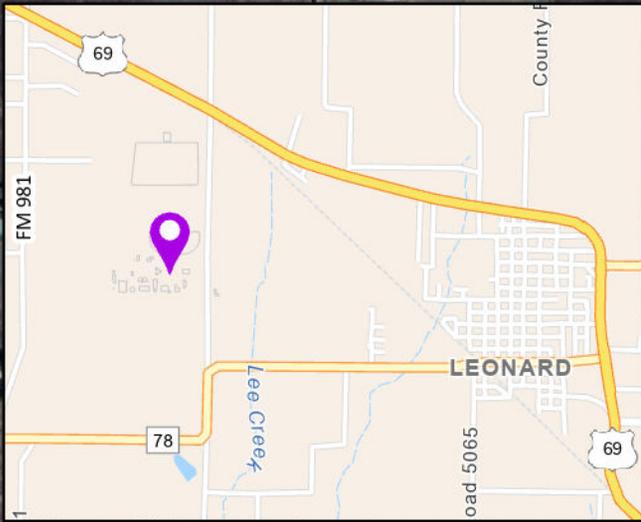
<b>Description</b>	<b>Amount</b>
Original ESA	\$8,480,000
<b>Proposed Additional Services</b>	<b>\$3,524,030</b>
Construction Phase Engineering Services for HSPS-S Project	\$3,524,030
<b>Revised ESA Amount</b>	<b>\$12,004,030</b>

#### INSPECTION SERVICES AGREEMENT

The engineering department normally provides inspections services for NTMWD projects. Due to the current project workload, the NTMWD staff recommended that Black and Veatch Corporation (Black and Veatch) be retained to augment and supplement NTMWD construction management and inspection staff with full-service inspection services for the Leonard WTP HSPS - South. A request for authorization of Black and Veatch's construction management and inspection fee for services related to Bois d'Arc Lake Phase II projects was presented and approved during the March 28, 2024, Board meeting. A recommendation to augment these services will be presented in a separate Administrative Memorandum at this same Board meeting, March 26, 2026.

#### **FUNDING**

Funding in the amount of \$136,220,000 to Garney Companies Inc. and additional funding in the amount of \$3,524,030 to Carollo Engineers Inc is to be made available in the Regional Water System SWIFT Construction Funds contingent upon Texas Water Development Board approval of the contract and release of funding.



Leonard Water Treatment Plant  
High Service Pump Station South



**Leonard Water Treatment Plant  
High Service Pump Station South  
Project No. 101-0603A-22**





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3/26/2026

Administrative Memorandum No. 26-6245

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**Regional Water System**

**Leonard Water Treatment Plant Phase III; Project No. 101-0653-24; Engineering Services Agreement - Preliminary Engineering**

**SUBJECT**

Authorize funding in the amount of \$4,564,900 to Carollo Engineers, Inc. for an engineering services agreement for preliminary design development of the proposed Phase III expansion of the Leonard Water Treatment Plant (WTP).

**PURPOSE**

The purpose of this preliminary design service is to develop the design of the Leonard Water Treatment Plant (WTP) Phase III expansion project from the conceptual level up to the 30% design phase. Leonard WTP is part of the Bois d'Arc Lake Regional Water System. The phase III expansion will increase the treatment capacity of the Leonard WTP to 210 million gallons per day (MGD). Also, this preliminary design effort will produce engineering reports needed to support the Texas Water Development Board State Water Implementation Fund for Texas (SWIFT) funding application for final design and construction of the project.

**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: Carollo Engineers, Inc.

Scope: Preliminary Engineering

Project: No. 101-0653-24, Leonard Water Treatment Plant Phase III

Amount: \$4,564,900

Committee: This will be an item on the March 25, 2026, Water Committee meeting 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 Water Treatment Plant (WTP) treats raw water from Bois d’Arc Lake. Plans are currently underway to provide additional raw water from Lake Texoma to supplement the water rights at Bois d’Arc Lake. The initial Phase I Leonard WTP development, completed in 2023, provided a capacity of 70 million gallon per day (MGD). Following a re-rating approval by the Texas Commission on Environmental Quality (TCEQ) in 2025, the Leonard WTP Phase I now has a production capacity of 81 MGD. Phase II, currently under construction, will increase the production capacity of the plant to 150 MGD. Phase III will increase the treatment capacity of Leonard WTP to 210 MGD. In August 2024, Administrative Memorandum No. 24-6047 awarded conceptual design services for the Leonard WTP Phase III expansion. The conceptual design is now completed, and NTMWD is ready to proceed with the preliminary design.

**PROJECT PURPOSE**

- The ultimate planned capacity of Leonard WTP is 280 MGD.
- The projected demand growth in the service area of Leonard WTP calls for Leonard WTP to have an available treatment capacity of 210 MGD no later than Spring 2031.
- This effort will evaluate the existing Phase I and Phase II processes to identify opportunities for optimal use of existing facilities.
- Take the design from the conceptual level to 30% design to achieve a production capacity of 210 MGD.
- The conceptual design level estimated construction cost to achieve 210 MGD production capacity is \$508,521,000.

**PROJECT COMPONENTS**

- Develop preliminary design documents to 30% for Leonard WTP expansion facilities to achieve 210 MGD production capacity. Documents will include a design criteria sheet with updated hydraulic profile, general site and grading plans, process flow diagrams, basic architectural, structural and mechanical plan views, building mechanical air flow schematics, electrical diagrams and site plan, generator sizing, preliminary process and instrumentation diagrams, network architecture diagrams, major equipment lists, and equipment specifications.

- Design connection of the Phase III process units to existing Phase I and Phase II infrastructure.
- This service agreement will enable master planning of the remaining process facilities needed to achieve the ultimate production capacity of 280 MGD.
- Develop and review documents for Construction Manager At-Risk (CMAR) procurement, including Request for Qualifications and Request for Proposals.
- Produce environmental assessment report and engineering feasibility report to support Texas Water Development Board SWIFT funding application for final engineering design and construction.
- Conduct review of current and potential drinking water regulations to ensure that design is compliant with treatment standards and meets targets.
- Perform a study to optimize existing processes, identify opportunities/hydraulic or process bottlenecks in Phase I and Phase II.
- Determine 30% level opinion of probable construction cost.

#### BASIC SERVICES

- Site master planning and conceptual design refinement
- Evaluation of Phase III connection to Phases I and II at the Leonard WTP
- Basis of design development
- Hydraulic profile development
- Electrical, Instrumentation and Controls development
- Preliminary design development and report
- CMAR procurement services
- Texas Commission on Environmental Quality (TCEQ) coordination

#### SPECIAL SERVICES

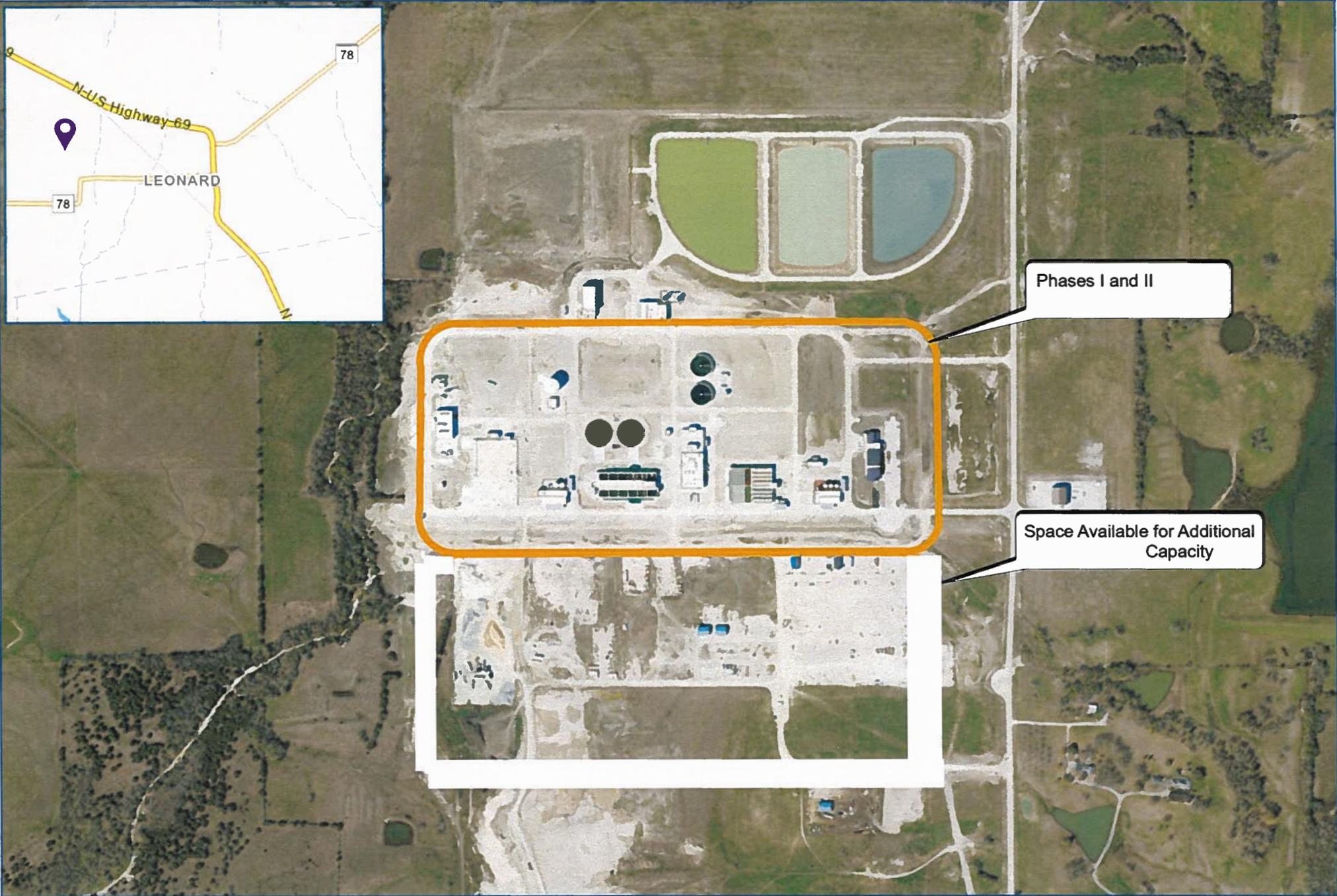
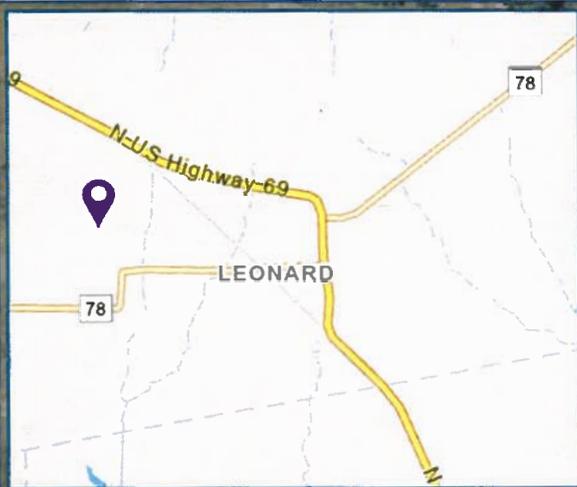
- Site surveying
- Geotechnical investigation
- Tracer Study Evaluation
- Environmental Services
- Chemical Optimization Study for corrosion control, manganese removal, total organic carbon removal and ammonia removal.

ENGINEERING SERVICES FEE

<b>Description</b>	<b>Amount</b>
Basic Services	\$4,726,400
Special Services	\$638,500
Reallocate Funds from unused services that are Available from Conceptual Design (Administrative Memorandum No. 24-6047)	(\$800,000)
<b>Requested Amount</b>	<b>\$4,564,900</b>

**FUNDING**

Funding in the amount of \$4,564,900 to Carollo Engineers Inc is to be made available from the Regional Water System Construction Funds.



Phases I and II

Space Available for Additional Capacity



**NORTH  
TEXAS  
MUNICIPAL  
WATER  
DISTRICT**

**Leonard Water Treatment  
Plant Phase III  
Project No. 101-0653-24**





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3/26/2026

Administrative Memorandum No. 26-6246

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**Regional Water System**

**Authorization of the Execution of the Potable Water Supply Contract with the City of Lucas, a current Customer of NTMWD.**

**SUBJECT**

Authorize execution of new Potable Water Supply Contract with City of Lucas (Lucas), a current Customer of NTMWD.

**PURPOSE**

The previous contract does not expire until August 2034, but Lucas and NTMWD wish to completely restate the terms of the previous contract and enter into a new Potable Water Supply Contract.

**RECOMMENDATION**

The Executive Director, NTMWD staff and Lloyd, Gosselink, Rochelle & Townsend, P. C., recommend the Board of Directors authorize execution of a potable water supply contract with the City of Lucas.

Contracting Party: City of Lucas, Texas

Scope: Potable Water Supply Contract

Project: N/A

Amount: N/A

Committee: This will be an item on the March 25th, 2026, Water Committee meeting agenda

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1 High Quality Services 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 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**

**PURPOSE**

- NTMWD and Lucas previously entered into the Potable Water Supply Contract in August 2004.
- Lucas has requested using the existing location of Point of Delivery No. 3 to connect to the NTMWD 72-inch conveyance line and additional time to construct facilities necessary to receive water from NTMWD and to renew their Potable Water Contract.
- Lucas desires to adopt the updated customer contract template in order to take advantage of the favorable terms negotiated with Members and Customers and formally adopted by NTMWD.

**COMPONENTS OF THE CONTRACT WITH CUSTOMER**

- SPECIAL CONDITION: Contract allows Lucas an additional 36 months to construct facilities to receive water from NTMWD.
- Contract term of 20 years.
- Point of Delivery No. 1 - Abandoned and no longer in use
- Point of Delivery No. 2 - Located at Country Club Road across from Creek View Lane, Lucas, Texas near the connection with McKinney Parallel 42-inch conveyance line
- Point of Delivery No. 3 - Alter the location of Point of Delivery (POD) from “near the intersection of F.M. 2551 and McGarity Lane on the Plano-McKinney 84-inch pipeline” to a new connection with the Allen-Plano-Frisco-McKinney Project B Phase I 72-inch conveyance line adjacent to McGarity Lane and near Maplewood Lane.
- Customer rate shall be equal to the rate set by the NTMWD Board of Directors for Member Cities (“Member City Rate”) plus \$0.05.

- Commencing FY 2029, the customer rate shall be made up of two tiers and a cap that includes the Legacy Premium Component, Growth Premium Component, and Effective Premium Cap, as follows:
  - Legacy Premium Component: For that portion of the Customer's annual minimum equal to its Fiscal Year (FY) 2028 annual minimum plus 5% ("Legacy Volume") the Customer Rate applied shall be the Member City Rate plus 5-cents ("Legacy Charge");
  - Growth Premium Component: For that portion of the Customer's annual minimum greater than the Legacy Volume ("Growth Volume"), the Customer Rate applied shall be the Member City Rate plus 10% ("Growth Charge"); and
  - Effective Premium Cap: For the purposes of this calculation, "Effective Rate" means the amount to be paid by Customer per 1,000 gallons resulting from the calculation of the Legacy Premium Component and the Growth Premium Component. If the Customer's calculated Effective Rate exceeds the Member City Rate plus 2.8%, the Customer Rate shall be adjusted to result in payment by the Customer that equals the Member City Rate plus 2.8% (Effective Premium Rate). After a Customer reaches the Effective Premium Rate, the Customer Rate cannot fall below it.
  - This phase-in will only be available to Customers executing the new Customer contract template prior to July 31, 2028.
- The new Customer rate methodology and the Customer contract are of benefit to Customers and the region in that it:
  - Provides certainty on the Customer rate for years to come;
  - Incentivizes conservation; and
  - Allows a reasonable phase-in for Customers through recognition of the Legacy Premium Component and the Effective Premium Cap.
- An Annual Minimum of 753,732,000 gallons per year.
- An Annual Maximum of 1,000,000 gallons per year.
- Cost of potable water is set at the Customer Rate.
- Any water delivered in excess of the annual minimum will also be purchased at the water rate established by the Board of Directors.
- If Customer exceeds the maximum rate of delivery of 2.2 times the daily average, the Customer shall pay three times the Customer entity water rate for such quantity. There is a provision for emergency conditions extending up to 48 hours during which NTMWD may, at its sole discretion, waive the additional cost.
- NTMWD, in its sole discretion and at any time, may deliver water to Customer at a delivery rate greater than 2.2 times the daily average for the purpose of (i) minimizing or managing energy costs (4CP); or (ii) managing hydraulic constraints in NTMWD's system. If NTMWD exercises either of these options, Customer shall only pay the contract water rate for water received.
- If NTMWD does not have infrastructure installed with the capability of limiting the delivery rate of water to 2.2 times the daily average, or such infrastructure is currently inoperable, Customer shall pay the contract water rate for water received from NTMWD.

- A provision that allows NTMWD to charge three times the water rate for such quantity of water used by the Customer that is above the authorized amount or authorized rate of delivery as allowed by NTMWD's Water Conservation and Drought Contingency Plan, as such plan may be amended from time to time

Lucas approved this contract at its March 5, 2026, council meeting and signed the Contract on March 6, 2026. A copy of the contract is attached.

**FUNDING**

N/A

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
CITY OF LUCAS  
POTABLE WATER SUPPLY CONTRACT**

THE STATE OF TEXAS                   §  
  §  
THE COUNTY OF COLLIN               §

THIS CONTRACT (the “Contract”) made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the North Texas Municipal Water District, hereinafter called “NTMWD”, a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, and the City of Lucas, hereinafter called “Customer.” NTMWD and Customer are each referred herein as “party” and jointly referred to as “parties” in this Contract.

**W I T N E S S E T H :**

WHEREAS, NTMWD and Customer are authorized to enter into this Contract pursuant to Chapter 62, Acts of the 52<sup>nd</sup> Legislature, 1951 (Article 8280-141, Vernon's Texas Civil Statutes), Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”) and other applicable laws;

WHEREAS, Customer and NTMWD previously entered into a Potable Water Supply Contract dated April 22, 2004 (the “Original Contract”);

WHEREAS, the Original Contract does not expire until April 22, 2034, but Customer and NTMWD desire to amend and completely restate the terms of the Previous Contract, and supersede and replace the Previous Contract in its entirety, as provided herein, and the Previous Contract shall have no further force and effect;

WHEREAS, Point of Delivery No. 1 as described in the Previous Contract as “A four-inch (4”) meter and six-inch (6”) tap located on FM 1378 at Station 409 + 50 on the Wylie-McKinney twenty-inch (20”) pipeline” was abandoned prior to June 1, 2025, and is no longer in use;

WHEREAS, Customer requests to update the existing Point of Delivery No. 2 located approximately at Country Club Road across from Creek View Lane near the connection with the McKinney Parallel Phase 1 42-inch (42”) conveyance line;

WHEREAS, Customer requests to alter the location of Point of Delivery No. 3 from “near the intersection of FM 2551 and McGarity Ln on the Plano-McKinney eighty-four (84”) pipeline” to a new connection with the APFM Project B Ph 1 72-inch (72”) conveyance line adjacent to McGarity Lane and near Maplewood Lane;

WHEREAS, Customer desires to obtain an adequate and dependable water supply from NTMWD;

WHEREAS, NTMWD was created, among other things, to serve the water needs of its Member Cities, as defined below;

WHEREAS, Customer acknowledges and understands that this Contract establishes a maximum amount of potable water that NTMWD is required to deliver to Customer;

WHEREAS, Customer agrees to construct and operate adequate water distribution, storage and pump station facilities so that the maximum delivery rate of water will not exceed, at any time, 2.2 times the Highest Historical Average at the Point(s) of Delivery, as such terms are defined herein;

WHEREAS, Customer acknowledges and understands that NTMWD determines the rates to be paid by Member Cities and Customer and that rates for Customer will not be the same as and are higher than the rates for Member Cities;

WHEREAS, Customer is not compelled to purchase water from NTMWD and is voluntarily entering into this Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD agrees to furnish water, and Customer agrees to pay for water, upon the terms and conditions and for the consideration hereinafter set forth, to wit:

Section 1. DEFINITION OF TERMS. The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

- (a) “Annual Minimum” or “Annual Minimum Volume” means the minimum amount of potable water Customer must compensate NTMWD for during the Annual Payment Period, and each year thereafter, regardless of whether Customer actually takes such quantity of water. The Annual Minimum shall be adjusted annually after the first Annual Payment Period as provided in Section 8;
- (b) “Annual Maximum” means the maximum amount of potable water that NTMWD agrees to sell and deliver to Customer during any Water Year under this Contract;
- (c) “Annual Payment” means the amount of money to be paid to NTMWD by Customer during each Annual Payment Period;
- (d) “Annual Payment Period” means NTMWD’s fiscal year, which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve (12) consecutive month period fixed by NTMWD;
- (e) “Contract Date” means the effective date of this Contract as executed by both parties, which is the day and year first above written;
- (f) “Customer” means City of Lucas as defined in the preamble to this Contract;
- (g) “Customer Entity or Customer Entities” means any customer other than the Member Cities with which NTMWD contracts with to furnish water;
- (h) “Customer Rate” is defined as the rate to be paid by Customer on a per 1,000 gallon basis, calculated annually by NTMWD, as provided herein, and applied to Customer’s Annual Minimum. Initially, the Customer Rate shall be equal to the rate set by the NTMWD Board of Directors for Member Cities (“Member City Rate”) plus \$0.05. Commencing at the beginning of FY 2029, the Customer Rate shall be made up of two tiers and a cap that include the Legacy Premium Component, Growth Premium Component, and Effective Premium Cap, as set forth below:

- (i) “Legacy Premium Component”: For that portion of Customer’s Annual Minimum equal to its FY 2028 Annual Minimum plus 5% (“Legacy Volume”), the Customer Rate applied shall be the Member City Rate plus \$0.05 (“Legacy Charge”);
- (ii) “Growth Premium Component”: For that portion of the Customer’s Annual Minimum greater than the Legacy Volume (“Growth Volume”), the Customer Rate applied shall be the Member City Rate plus 10% (“Growth Charge”); and
- (iii) “Effective Premium Cap”: For the purposes of this calculation, “Effective Rate” means the amount to be paid by Customer per 1,000 gallons resulting from calculation of the Legacy Premium Component and the Growth Premium Component. If the Customer’s calculated Effective Rate exceeds more than 2.8% of the Member City Rate, the Customer Rate shall be adjusted to result in payment by Customer that equals the Member City Rate plus 2.8% (Effective Premium Rate”). After a Customer reaches the Effective Premium Rate, the Customer Rate cannot fall below the Effective Premium Rate.

Customer Rate calculation examples are included in **Exhibit A**.

- (i) “Emergency Condition” means a condition that necessitates an expeditious delivery of water to prevent or combat imminent peril to the public health, safety, or welfare;
- (j) “FY” means NTMWD’s fiscal year which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve (12) consecutive month period fixed by NTMWD.
- (k) “Highest Historical Average” means the higher of (1) 2,065,019 gallons per day, that being 1/365 of the Annual Minimum as provided in Section 8 of this Contract at the Point(s) of Delivery, or (2) 1/365 of the highest annual amount of potable water delivered to the Customer at the Point(s) of Delivery in a Water Year during the term of this Contract. As defined below in Section 5, Point of Delivery No. 1 is abandoned, Point of Delivery No. 2 is allocated 60% of the Highest Historical Average, Point of Delivery No. 3 is allocated 40% of the Highest Historical Average;
- (l) “Member City or Member Cities” means the Cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, Wylie, and any other city that may hereafter legally be annexed into the service area of NTMWD in accordance with Tex. Rev. Civ. Stat. Art. 8280-141;
- (m) “NTMWD” means the North Texas Municipal Water District as defined in the preamble to this Contract;
- (n) “Point(s) of Delivery” means the meter vault(s) at which water service is delivered by NTMWD to Customer at the location(s) specified in Section 5. The meter vault(s) and facilities upstream thereof shall be the sole responsibility of NTMWD, and facilities downstream thereof shall be the sole responsibility of the Customer except as otherwise provided herein by this Contract;

- (o) “Regional Contract” means the “North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract,” dated August 1, 1988, as amended, together with all similar contracts between NTMWD and contracting parties;
- (p) “System” means, collectively, the existing system and the future improvements and water of NTMWD included as part of the System under the Regional Contract for projects, water storage, treatment, transmission and supply, including all dams, reservoirs, and other properties or interests therein wherever located. Said terms do not include any of NTMWD’s facilities that provide wastewater treatment or disposal services, or solid waste disposal services, of any kind. Said terms do not include any facilities acquired or constructed by NTMWD with the proceeds from the issuance of “Special Facilities Bonds,” which are payable from any source, contract, or revenues whatsoever, other than revenues from the System; and,
- (q) “Water Year” means the period of August 1 of each calendar year through July 31 of the next following calendar year, or such other twelve (12) month period designated by NTMWD to all Member Cities and Customer Entities.

Section 2. DELIVERY OF WATER. NTMWD agrees to sell and to deliver potable water under this Contract to Customer at its Point(s) of Delivery as described in Section 5 hereof, and Customer agrees to take at its Point(s) of Delivery all water required for use by Customer during the term of this Contract, including all potable water for Customer’s own use and for distribution to all customers served by Customer’s water distribution system, or within Customer’s existing certificated retail service area regulated by the Public Utility Commission of Texas (“PUCT”), or any successor agency. It is specifically provided, however, that after the Contract Date, Customer shall be required to enter into a new potable water supply contract with NTMWD to replace and supersede this Contract in its entirety prior to the Customer entering into, renewing, or amending with regard to volume of water to be supplied, any agreement to provide wholesale or retail potable water for use outside its boundaries, its extraterritorial jurisdiction, or its certificated retail service area. Customer shall not become a party to any contract for the sale of potable water that would violate or be inconsistent with the provisions of this Contract. NTMWD will use its best efforts to furnish and remain in a position to furnish potable water sufficient for all reasonable potable water requirements of Customer, but its obligation shall be limited to the amount of potable water available to it from the System during routine operation.

The Annual Maximum that NTMWD agrees to sell and deliver to Customer under this Contract at the Point(s) of Delivery shall be 1,000,000,000 gallons per year. If Customer exceeds the Annual Maximum for the Point(s) of Delivery during any Water Year, within sixty (60) days of such exceedance Customer agrees to commence negotiations with NTMWD for the execution of a new or an amended or restated contract.

Except as provided in Section 8(j), the maximum rate of delivery at the Point(s) of Delivery shall not exceed 2.2 times the Highest Historical Average supplied to Customer hereunder, which is consistent with the capabilities and abilities of NTMWD facilities, and it is understood that NTMWD may from time to time adjust the maximum rate of delivery to all Customer Entities on a reasonable, equitable and uniform basis.

Section 3. OTHER CONTRACTS. NTMWD reserves the right to supply potable water from the System to additional parties as determined by the Board of Directors of NTMWD.

Section 4. QUALITY. The water to be delivered by NTMWD and received by Customer shall be potable water. Customer has satisfied itself that such water will be suitable for its needs, but NTMWD is

obligated to treat such water so as to meet the standards of all State and Federal agencies having jurisdiction over water quality. NTMWD and Customer shall cooperate, each within its legal powers, in preventing, to the extent practicable, the pollution and contamination of the reservoirs and watersheds from which water is obtained.

Section 5. POINT(S) OF DELIVERY. The Point(s) of Delivery for Customer, located on **Exhibit C** attached hereto, identifies the location of the Point(s) of Delivery, the associated pipelines named below, and the estimated percentage of the Annual Minimum Volume delivered to each of the Points of Delivery.

Point of Delivery No. 2 – A meter and tap located approximately at Country Club Road across from Creek View Lane, Lucas, Texas near the connection with the McKinney Parallel Phase 1 42-inch (42”) conveyance line.

Point of Delivery No. 3 – A meter and tap located at McGarity Lane and near Maplewood Lane, Lucas, Texas near the connection with the APFM Project B Phase I 72-inch (72”) conveyance line.

The parties agree that if the pipelines as depicted on Exhibit C are abandoned or relocated at the request of the Customer, the Customer shall pay all costs associated with the construction of a new Point of Delivery or connection to a different pipeline at the discretion of NTMWD, including any and all costs associated with furnishing the site of the new Point of Delivery as described in this section. NTMWD, in its sole discretion, may pay the costs associated with the construction of a new Point of Delivery.

Customer agrees to furnish the site at the Point(s) of Delivery and to construct and operate adequate water distribution, storage, and pump station facilities so that the maximum rate of delivery will not exceed 2.2 times the Highest Historical Average at the Point(s) of Delivery. Customer shall design and construct a separate vault for the Point(s) of Delivery. The vault will include the billing meter, control valve, and appropriate SCADA equipment. Customer shall also provide one level transmitter for the ground storage tank for NTMWD use and shall provide a separate air gap for the Point(s) of Delivery at the ground storage tank. At the request of the Customer, or upon NTMWD’s own determination, NTMWD may install isolation valves associated with the Point(s) of Delivery. NTMWD may require Customer to bear all costs associated with such installation.

Customer shall provide to NTMWD all plans for the design, construction, and installation of any facilities and equipment required to receive and take all potable water delivered to it under this Contract and Customer shall not proceed with any construction or installation without NTMWD’s prior written approval of such plans, which approval shall not be unreasonably withheld. Further, NTMWD shall have the right to inspect any and all facilities and equipment to ensure compliance with the NTMWD approved plans. Customer shall also perform and coordinate with NTMWD regarding any and all construction activities that involve the System. Customer shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all potable water delivered to it under this Contract. Regardless of NTMWD’s approval of any Customer plans for the design, construction, and installation of any facilities and equipment required to receive and take all potable water delivered to it under this Contract, Customer is solely responsible for the sufficiency of design to receive volume(s) of water established pursuant to this Contract. Any construction from NTMWD’s pipeline including the air gap must meet NTMWD standard specifications. Any change in the Point(s) of Delivery, including but not limited to a change in the type or size of meters, or size of tap, shall only be allowed if the Customer enters into a new or an amended and restated contract in accordance with Section 10, MODIFICATION. In NTMWD’s sole discretion, NTMWD may waive the requirement for a new or an amended and restated contract for a change in the Point(s) of Delivery and allow such change through an amendment to this Contract.

Section 6. MEASURING EQUIPMENT. Customer shall furnish, and install at its own expense at, or near, the Point(s) of Delivery the necessary rate of flow equipment, of a standard type approved by NTMWD, for measuring properly in both low and high flow periods the quantity of potable water delivered under this Contract and such billing meter and other equipment so installed shall become the property of NTMWD. In its sole discretion, NTMWD may furnish, install, and/or replace at its own expense at, or near, the Point(s) of Delivery the necessary rate of flow equipment for measuring properly in both low and high flow periods the quantity of potable water delivered under this Contract and such billing meter and other equipment so installed shall remain the property of NTMWD. Customer shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be accomplished only by the employees or agents of NTMWD. For the purpose of this Contract, the original record or reading of the meter shall be the journal or other record book, including, but not limited to electronic databases, maintained by NTMWD in its office in which the records of the employees or agents of NTMWD who take the reading may be transcribed. Upon written request of Customer, NTMWD will provide a copy of such journal or record book, or permit it to have access to the same in the office of NTMWD during reasonable business hours.

Not more than once in any six (6) month time period, NTMWD shall test its billing meter if requested in writing by Customer to do so, in the presence of a representative of Customer, and the parties shall jointly observe any adjustments that are made to the billing meter in case any adjustments shall be necessary. If upon any test, the percentage of inaccuracy of any billing meter equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any billing meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such billing meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the billing meter or meters were registering accurately.

Customer may, at its option and its own expense, install and operate a check meter downstream of the Point(s) of Delivery to check each billing meter installed by NTMWD, but the measurement of water for the purpose of this Contract shall be solely by NTMWD's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of NTMWD.

Section 7. UNIT OF MEASUREMENT. The unit of measurement for potable water delivered under this Contract shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

Section 8. PRICE AND TERMS. The service to be performed under this Contract by NTMWD consists of the readiness of NTMWD to deliver to Customer upon its demand, water in accordance with the conditions, limitations, and provisions of this Contract.

In return for such service, Customer agrees to compensate NTMWD by payment of certain minimum annual sums of money, for each of which said sums NTMWD agrees, if required by Customer, to deliver all, or so much thereof as Customer may desire, of a certain corresponding volume of water, as follows:

- (a) Customer will compensate NTMWD at the Customer Rate, as such Customer Rate is calculated on an annual basis by NTMWD in accordance with the provisions of this Contract, for an Annual Minimum of 753,732,000 gallons of water, regardless of whether said quantity is actually taken by Customer, and any water delivered in excess of the amount allowed for the Annual Minimum will also be purchased at the Customer Rate. The Annual Minimum Customer will be required to purchase at the above Customer Rate, shall be calculated annually for each ensuing year and such minimum amount shall be the value as calculated by using the same methodology as applied to the Member Cities or 753,732,000 gallons as set forth in **Exhibit D**; provided however, Customer cannot take more than 1,000,000,000 gallons per year as provided in Section 2 of this Contract, and Customer shall pay the Customer Rate for any water taken in excess of 1,000,000,000 gallons per year.
- (b) If potable water must be rationed, such rationing shall, within the limits permitted by law, be accomplished by NTMWD on an equal basis of the relative actual total amount of all potable water taken by each Customer Entity, respectively, during the last preceding Annual Payment Period in which rationing among said Customer Entities was not necessary.
- (c) The Annual Minimum as set forth herein shall be reviewed at the end of the first Annual Payment Period, and each year thereafter, and shall be re-determined by the Board of Directors of NTMWD at that time based upon the methodology set forth in **Exhibit D**.
- (d) Payment of the Annual Payment shall be made each year by Customer to NTMWD in twelve (12) equal monthly installments, each of which shall be due and payable on or before the 10<sup>th</sup> day of the month following the service.
- (e) It is further agreed that, in addition to the amounts required to be paid by Customer herein, if during any Water Year Customer uses System treated water in excess of the Annual Minimum for the Annual Payment Period that commenced during such Water Year up to the Annual Maximum allowed in Section 8(a) or in excess of the Annual Maximum allowed in Section 8(a), then Customer shall pay for such excess water in accordance with the provisions of Section 8(a). Excess water charges shall be billed by NTMWD to Customer as soon as practicable after the end of such Water Year and shall be paid to NTMWD as soon as practicable thereafter, and in all events prior to the beginning of the next Annual Payment Period.
- (f) Liability for making payments, as herein set forth, shall commence on the date of the first tender of delivery of water to Customer by NTMWD at the Point(s) of Delivery.
- (g) In the event that Customer shall fail to make any such monthly payment or Annual Payment within the time herein in this section specified, interest on such amount shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with the interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, and unless otherwise prohibited by law, NTMWD may at its option discontinue delivery of water to Customer upon reasonable notice to Customer until the amount due NTMWD is paid in full with interest as herein specified.
- (h) If Customer takes an amount of water above the authorized amount or authorized rate of delivery allowed by NTMWD's water conservation plan and drought contingency plan, as

may be amended from time to time, NTMWD may require the Customer to pay three (3) times the Customer Rate for water taken in excess of the authorized amount or authorized rate of delivery under either plan. NTMWD shall provide 14 day written notice upon the first observed exceedance in a Fiscal Year before the imposition of such surcharge.

- (i) Any time Customer exceeds the maximum rate of delivery of 2.2 times the Highest Historical Average at the Point(s) of Delivery as determined by the NTMWD, Customer shall pay three (3) times the Customer Rate for such water. NTMWD shall provide 14 day written notice upon the first observed exceedance in a Fiscal Year before the imposition of such surcharge.
- (j) In the event of an Emergency Condition, as that term is defined herein, NTMWD may, in its sole discretion, waive the increased rate in Section 8(i) for exceedance of the maximum rate of delivery of 2.2 times the Highest Historical Average for the Point(s) of Delivery. This waiver shall apply for a 48-hour period, after which such waiver shall terminate. In its sole discretion, NTMWD may extend the waiver for additional 48-hour periods, if NTMWD determines that an extension of the waiver is warranted.

NTMWD, at its sole discretion and at any time, may deliver water to Customer at a delivery rate greater than 2.2 times the Highest Historical Average for the purpose of (i) minimizing or managing energy costs (e.g. 4 Coincident Peak (4CP), minimizing pump starts and/or stops, etc.); or (ii) managing hydraulic constraints in the System. In the event NTMWD exercises either of these options, Customer shall pay only the Customer Rate for water received. Additionally, if NTMWD does not have infrastructure installed with the capability of limiting the delivery rate of water to 2.2 times the Highest Historical Average, or such infrastructure is inoperable, Customer shall pay the Water Rate for water received from NTMWD.

Section 9. TERM OF CONTRACT. This Contract shall commence on the Contract Date and shall continue for a term of twenty (20) years following the Contract Date.

Section 10. MODIFICATION. This Contract may be changed or modified only by written agreement of the parties and only after having obtained approval from the governing bodies of both NTMWD and Customer. No change or modification shall be made to this Contract which will affect adversely the prompt payment when due of all monies required to be paid by Customer under the terms of this Contract.

Section 11. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Customer to make the payments required under Section 8 of this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics (including pandemics), landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 12. INSURANCE. NTMWD agrees to carry and arrange for fire, casualty, public liability, and/or other insurance, including self-insurance for purposes and in amounts which, as determined by NTMWD, ordinarily would be carried by a privately-owned utility company owning and operating such facilities, except that NTMWD shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of NTMWD's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute just and reasonable operation and maintenance expense. The insurance coverage referenced herein does not extend to any facility owned by Customer.

Section 13. REGULATORY BODIES AND LAWS. This Contract is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction.

Section 14. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the party to be notified and sent via first-class mail and by certified mail/return-receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manners hereinabove described shall be deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to NTMWD, to:

Executive Director  
North Texas Municipal Water District  
P.O. Box 2408  
Wylie, Texas 75098

If to Customer, to:

City Manager  
City of Lucas  
665 Country Club Road  
Lucas, TX 75002

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

Section 15. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity,

unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 16. VENUE. All amounts due under this Contract including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Collin County, Texas, which is the County in which the principal administrative offices of NTMWD are located. It is specifically agreed among the parties to this Contract that Collin County, Texas, is a principal place of performance of this Contract.

#### Section 17. OPERATING CONDITIONS AND PROVISIONS.

- (a) Operation and Maintenance of System. NTMWD will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.
- (b) Title to Water; Indemnification. NTMWD shall retain title to all water supplied to Customer up to the Point(s) of Delivery, at which point title to such water shall pass to Customer. NTMWD and Customer shall save and hold each other harmless from all claims, demands, and causes of action that may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party. As between the parties, Customer shall have the first right to use all effluent produced from any wastewater treatment plant that treats the wastewater resulting from the use of the water made available under this Contract for direct reuse, but solely for its own purposes, and not for sale to, or use by, any customer of the Customer. To the extent that effluent produced by a wastewater treatment plant that treats the wastewater resulting from the use of water made available under this Contract is discharged to water courses of the State, the right of Customer to reuse such effluent produced from such wastewater treatment is terminated, and NTMWD shall have the right, as between the parties, pursuant to any necessary authorization of the State, to indirectly reuse said effluent. Customer shall ensure via any wholesale contract with a subsequent customer, entered into after the Contract Date, to maintain NTMWD's right to indirectly reuse treated effluent, the underlying source of which is water from NTMWD made available under this Contract.
- (c) Operating Expenses of Customer. Customer represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary operating expenses of its system and that all such payments will be made from the revenues of its system. Customer represents and has determined that the potable water supply to be obtained from the System is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of potable water. Accordingly, all payments required by this Contract to be made by Customer shall constitute reasonable and necessary operating expenses of its respective system as described above, with the effect that the obligation to make such payments from revenues of such system shall have priority over any obligation to make any payments from such revenues (whether of principal, interest, or otherwise) with respect to all bonds or other obligations heretofore or hereafter issued by Customer.

- (d) Customer's Rate for Waterworks System. Customer agrees throughout the term of this Contract to continuously operate and maintain its waterworks system, and to fix and collect such rates and charges for water services to be supplied by its waterworks system as aforesaid as will produce revenues in an amount equal to at least (i) all of its payments under this Contract; and (ii) all other amounts required to be paid from said revenues by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding and to file appropriate financial reports related to the Customer's system including annual audits.
- (e) Equity. Customer acknowledges that it will accrue no equity or any other interest in the System or any other assets of NTMWD as a result of payment or other performance pursuant to this Contract.

Section 18. WATER CONSERVATION. Customer acknowledges that as a regional wholesale supplier, NTMWD is subject to regulatory and legal requirements regarding the promotion of water conservation and drought contingency planning for the System that allow it to make a water supply available to Customer. NTMWD's water conservation and drought contingency program is developed in adherence with TCEQ public participation requirements and in consultation with other area regional providers to promote consistency throughout the North Texas region. Customer agrees to adopt, implement, and enforce any and all ordinances and policies related to water conservation and drought management as required by the Texas Water Code, the rules of the TCEQ and any ordinance or policy related to water conservation and/or drought management proposed by the Board of Directors of NTMWD consistent with the above-described regional planning effort. NTMWD's obligations pursuant to this Contract shall be subject to Customer preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by NTMWD and required or approved by the TCEQ, the Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Contract, Customer shall submit its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval, and Customer agrees to amend its water conservation plan or water conservation measures, and drought contingency plan as requested by NTMWD in order to comply with requirements of NTMWD's water conservation plan and drought contingency plan, program and/or rules as described in this Section. Customer shall also submit any changes or amendments to its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval.

NTMWD has adopted a water conservation plan and a drought contingency plan, and may amend both from time to time.

If Customer fails to implement NTMWD's and its own drought contingency plan when trigger conditions occur, NTMWD may implement rationing and collect the rate for water withdrawn as provided in Section 8(h) of this Contract, as well as enforce any contractual, statutory, or common law remedies available. The amount of water that is provided pursuant to this Contract when Customer is not in compliance with NTMWD's water conservation plan and drought contingency plan will be reduced to the amount estimated as necessary to satisfy Customer's demand if Customer was operating in compliance with both NTMWD's and Customer's drought contingency plans.

If NTMWD authorizes Customer to resell water from the System pursuant to the conditions included herein, Customer shall require through a contract condition that any successive user(s) of water from the System must implement water conservation measures that comply with NTMWD's and Customer's water conservation plans, measures, programs, and/or rules.

Section 19. DEMAND ASSESSMENT. The location of the Point(s) of Delivery and any quantity set forth in this Contract are intended to meet the water needs of Customer. The needs of Customer are independently determined by Customer, and NTMWD has conducted no independent evaluation of the Customer's water system.

Section 20. SOLE AGREEMENT. This Contract constitutes the sole and only agreement of Customer and NTMWD and supersedes any prior understanding or oral or written agreements between Customer and NTMWD with respect to the subject matter of this Contract.

Section 21. NO THIRD PARTY BENEFICIARIES. This Contract shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Contract. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and NTMWD shall not be construed to be responsible for Customer's contracts or commitments by virtue of this Contract or any provision contained herein.

Section 22. WAIVER. Failure to enforce or the waiver of any provision of the Contract or any breach or nonperformance by the Customer or NTMWD shall not be deemed a waiver by the Customer or NTMWD of the right in the future to demand strict compliance and performance of any provision of this Contract.

Section 23. DISPUTES OTHER THAN RATE OR FEE DISPUTES; ABATEMENT. In accordance with the provisions of Subchapter I, Chapter 271, Texas Local Government Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Contract, the parties will first attempt to resolve the dispute as provided as follows:

- (a) The dissatisfied party shall deliver a written notice substantially describing the nature of the dispute to the other party, requesting the other party to deliver a written response within ten (10) business days after receipt of the notice of dispute;
- (b) If the response does not, in the opinion of the dissatisfied party, reasonably resolve the dispute, the dissatisfied party shall notify the other party in writing. Each party shall then appoint a person having authority over the activities of the respective parties who shall promptly meet, in person or via a virtual meeting, in an effort to resolve the dispute; and
- (c) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person or via a virtual meeting, in an effort to resolve the dispute.

Any lawsuit filed prior to performing these steps shall be abated pending completion of this dispute resolution process. This section shall not apply to any disputes regarding rates or fees NTMWD charges Customer. The provisions of this section are a condition precedent to the filing of any other action or complaint with any regulatory authority, governing body, or state or federal court.

Section 24. RATE OR FEE DISPUTES. Customer agrees that, as a condition precedent to instituting any lawsuit or other proceeding arising from a rate or fee dispute (including any other charges NTMWD may assess) under this Contract, Customer shall first attempt to resolve the dispute as provided as follows:

- (a) Customer shall deliver a written notice substantially describing the nature of and reasons for the dispute to NTMWD;

- (b) NTMWD shall respond to the dispute notification in writing within ten (10) business days after receipt of the notice of dispute;

The provisions of this section are a condition precedent to the filing of any other action or complaint with any regulatory authority, governing body, or state or federal court.

**Section 25. TERMINATION AND MATERIAL BREACH.** Any material breach of the duties or obligations of this Contract, or failure to faithfully keep and perform any of the terms, conditions and provision hereof shall be subject to the remedies provided in Section 26, including but not limited to termination. The non-breaching party shall provide the breaching party ninety (90) days written notice of its intention to terminate this Contract if the breaching party fails to cure the material breach. The written notice shall include a reasonable description of the breach. If the Customer is the breaching party, and fails or refuses to cure the breach, then NTMWD shall have the right, with five (5) years advance written additional notice to Customer and without any liability whatsoever on the part of NTMWD, to declare the Contract terminated. In the event of termination of this Contract, all rights, powers, and privileges of Customer pursuant to this Contract shall cease and terminate and Customer shall make no claim of any kind whatsoever against NTMWD, its agents or representatives, by reason of such termination or any act incident thereto. In any event, the non-breaching party shall advise the alleged breaching party in writing immediately upon acceptance of the cure of any default. The following shall, without limitation, be considered to be a material breach:

- (a) Customer's failure to adopt and enforce reasonable policies or standards related to the System necessary to enforce any applicable NTMWD policies related to the protection and operation of the System for the benefit of all Members and Customers, contractual requirements, or any applicable state or federal laws or regulations;
- (b) Customer's failure to pay any bill, charge or fee as provided for in this Contract;
- (c) Customer's failure to provide NTMWD ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility; and
- (d) NTMWD's failure to timely provide water to Customer in an amount sufficient to serve existing customers of the Customer, up to the Annual Maximum set forth in Sections 2 and 8.

**Section 26. REMEDIES.** It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies, including termination as provided in Section 25, existing at law or in equity may be availed of by any party hereto and shall be cumulative.

**Section 27. INDEMNITY.** TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND NTMWD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING CLAIMS, DEMANDS, DAMAGES, LIENS, ACTIONS OR CAUSES OF ACTION, TOGETHER WITH ANY AND ALL LOSSES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING THE DELIVERY OF WATER UNDER THIS CONTRACT, CAUSED BY OR RESULTING FROM THE WILLFUL MISCONDUCT AND/OR GROSSLY NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF CUSTOMER, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

TO THE EXTENT ALLOWED BY LAW NTMWD AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CUSTOMER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING CLAIMS, DEMANDS, DAMAGES, LIENS, ACTIONS OR CAUSES OF ACTION, TOGETHER WITH ANY AND ALL LOSSES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING THE DELIVERY OF WATER UNDER THIS CONTRACT, CAUSED BY OR RESULTING FROM THE WILLFUL MISCONDUCT AND/OR GROSSLY NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF NTMWD, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

Section 28. ASSIGNMENT. Customer shall not assign this Contract or any of its rights hereunder without first obtaining the express prior written consent of NTMWD.

Section 29. RECITALS AND EXHIBITS INCORPORATED. The recitals contained in the preamble hereof and the exhibit(s) hereto are hereby found to be true, and such recitals and exhibit(s) are hereby made a part of this Contract for all purposes. The exhibits include:

Exhibit A – Customer Rate Premium Methodology Examples

Exhibit B – Current Wholesale Customers (not applicable to this Contract)

Exhibit C – Points of Delivery

Exhibit D – Explanation of Annual Minimum Calculation

Section 30. SPECIAL CONDITIONS. If Customer's construction of the of metering facilities and control equipment necessary to utilize the Point of Delivery is not complete within 3 years from the Contract Date, the provisions of this Contract shall terminate and be of no further force or effect unless such deadline is extended by written approval of NTMWD. Notwithstanding the foregoing, so long as the Customer has commenced the construction of the metering facilities and control equipment necessary to utilize the Point of Delivery and is making a good faith effort to complete such construction, this deadline will be extended by NTMWD to allow the Customer to complete the construction.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Contract Date.

*(Signatures on following pages)*





## EXHIBIT A

### Customer Rate Premium Methodology Examples

Annually, District staff will calculate the Customer Rate for each Customer, beginning in FY29, as follows

1. Calculate Annual Minimum Volume using Rolling Average Methodology (See Exhibit D)
2. Compare Annual Minimum Volume to Legacy Volume to determine Growth Volume
3. Apply Member City Rate + \$0.05 to Legacy Volume to calculate Legacy Charges. If Annual Minimum Volume is less than Legacy Volume, only apply Member Rate + 5-cents to Annual Minimum Volume.
4. Apply Member City Rate +10% to Growth Volume to calculate Growth Charges
5. Calculate the Customer's Effective Premium Rate
6. If the Effective Premium Rate is less than or equal to 2.8%, calculation is complete
7. If the Effective Premium Rate is greater than 2.8%, recalculate charges (Member City Rate + 2.8%) \* Annual Minimum Volume

#### Example 1

- Customer's Legacy Volume (1,000 gallons) = 1,716
- Customer's FY30 Annual Minimum Volume (1,000 gallons) = 1,599
- FY30 Projected Member City Rate = \$6.45/1,000 gallons

	<b>Step</b>	<b>Calculation</b>	<b>Result</b>
1	Calculate Annual Minimum Volume using Rolling Average Methodology		1,599
2	Compare Annual Minimum Volume to Legacy Volume to determine Growth Volume	$1,599 < 1,716$	Annual Minimum Volume is less than Legacy Volume, no Growth Volume
3	Apply Member City Rate + \$0.05 to Legacy Volume (or Annual Minimum Volume if less than Legacy Volume)	$(\$6.45 + 0.05) * 1,599$	\$10,394 Legacy Charges (\$80 premium)
4	Apply Member City Rate +10% to Growth Volume	0	No Growth Charges
5	Calculate the Customer's Effective Premium Rate	$\$0.05 / \$6.45 = 1\%$	Effective premium is \$0.05 and 1% of Member City Rate
6	If the Effective Premium Rate is less than or equal to 2.8%, calculation is complete	Yes – $1\% < 2.8\%$	Calculation Complete – Customer pays \$10,394 (\$80 premium)
7	Not Applicable to Example 1		

**Example 2**

- Legacy Volume (1,000 gallons) = 2,174 gallons
- FY30 Annual Minimum Volume (1,000 gallons) = 2,338
- FY30 Projected Member City Rate = \$6.45/1000 Gallons

	<b>Step</b>	<b>Calculation</b>	<b>Result</b>
1	Calculate Annual Minimum Volume using Rolling Average Methodology		2,338
2	Compare Annual Minimum Volume to Legacy Volume to determine Growth Volume	$2,338 > 2,174 \rightarrow 2,338 - 2,174$	Growth Volume = 164
3	Apply Member City Rate + \$0.05 to Legacy Volume (or Annual Minimum Volume if less than Legacy)	$(\$6.45 + .05) * 2,174$	\$14,131 (\$109 premium)
4	Apply Member City Rate +10% to Growth Volume	$(\$6.45 * 1.1) * 164$	\$1,164 (\$106 premium)
5	Calculate the Customer's Effective Premium Rate	$(\$215 / 2,338) = \$0.09$ $\$0.09 / \$6.45 = 1.4\%$	Effective Premium is \$0.09/1,000 gallons and 1.4% of Member City Rate
6	If the Effective Premium Rate is less than or equal to 2.8%, calculation is complete	Yes – $1.4\% < 2.8\%$	Calculation complete – Customer pays \$15,295 (\$215 premium)
7	Not Applicable to Example 2		

**Example 3**

- Legacy Volume (1,000 gallons) = 2,174 gallons
- FY30 Annual Minimum Volume (1,000 gallons) = 4,000
- FY30 Projected Member City Rate = \$6.45/1000 Gallons

	<b>Step</b>	<b>Calculation</b>	<b>Result</b>
1	Calculate Annual Minimum Volume using Rolling Average Methodology		4,000
2	Compare Annual Minimum Volume to Legacy Volume to determine Growth Volume	$4,000 > 2,174 \rightarrow 4,000 - 2,174$	Growth Volume = 1,826
3	Apply Member City Rate + \$0.05 to Legacy Volume (or Annual Minimum Volume if less than Legacy)	$(\$6.45 + .05) * 2,174$	\$14,131 (\$109 premium)
4	Apply Member City Rate +10% to Growth Volume	$(\$6.45 * 1.1) * 1,826$	\$12,955 (\$1,178 premium)
5	Calculate the Customer's Effective Premium Rate	$(\$1,287 / 4,000) = \$0.32$ $\$0.32 / \$6.45 = 5\%$	Effective Premium is \$0.32/1000 gallons and 5% of Member City Rate
6	If the Effective Premium Rate is less than or equal to 2.8%, calculation is complete	No - Effective Premium 5% > 2.8%	Recalculate
7	If the Effective Premium Rate is greater than 2.8%, recalculate charges at (Member Rate + 2.8%) * Annual Minimum Volume	$(\$6.45 * 1.028) * 4,000$	Customer pays \$26,522 (\$722 premium)

Note: Once Customer reaches the 2.8% Effective Premium Cap, all volumes will be charged the Member City Rate + 2.8%

**EXHIBIT B**  
**CURRENT WHOLESALE CUSTOMERS**

**EXHIBIT C  
POINTS OF DELIVERY**



**City of Lucas No. 2 Delivery Point**





**City of Lucas No. 3 Delivery Point**



## EXHIBIT D

### EXPLANATION OF ANNUAL MINIMUM CALCULATION

The following is an explanation of the how the method for calculating Customer's Annual Minimum will follow the same method currently used for Member Cities as outlined in the First Amendment to North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract.

<b>Method</b>	<b>Timeframe</b>
Natural Drawdown	October 1, 2020 – September 30,2028
Phase-in to 5 Year Rolling Averages	October 1, 2028 – September 30, 2032
5 Year Rolling Averages	October 1, 2032 and forward

#### **Natural Drawdown Method**

- This method provides a reduction in the upcoming year's Annual Minimum to any entity that is under its current year Annual Minimum. One-third of the excess usage is reduced on a pro-rata basis from those entities' current Annual Minimum. The proration is based on each entity's percent of the total under usage.
- An Annual Minimum cannot be reduced below prior year's actual volume.
- An entity establishing a new annual minimum by contract may not be eligible to participate, depending on contract terms.

**Example on following page.**

## Natural Drawdown Example

### Step 1: Calculate the Excess Usage and Drawdown Volume Amount

- Sum the actual usage amounts for Entities that exceed the annual minimums – Column E's Total = 90 Gallons
- The Drawdown to be allocated is one-third of the Excess Usage [90/3 = 30 Gallons]

	<b>A</b>	<b>B</b>	<b>C=B-A</b>	<b>D</b>	<b>E</b>
	<b>Current Year's Annual Minimum</b>	<b>Actual Usage</b>	<b>Excess/ (Under)</b>	<b>Under Usage</b>	<b>Excess Usage</b>
Entity A	150.0	140.0	(10.0)	(10.0)	
Entity B	120.0	190.0	70.0		70.0
Entity C	30.0	50.0	20.0		20.0
Entity D	80.0	60.0	(20.0)	(20.0)	
Entity E	340.0	300.0	(40.0)	(40.0)	
<b>Total</b>	<b>720.0</b>	<b>740.0</b>	<b>20.0</b>	<b>(70.0)</b>	<b>90.0</b>

### Step 2: Allocate the Drawdown Volume to the Eligible Entities

- Reduce the Annual Minimums by the 30 Drawdown gallons to Entities A, D, and E proportionately to calculate the next year's Annual Minimums. Entities B and C are not eligible to receive a drawdown due to being over their Annual Minimum.

	<b>A</b>	<b>B</b>	<b>C=B-A</b>	<b>D</b>		<b>E</b>	<b>F = %D * 30</b>	<b>G = A + F</b>
	<b>Current Year's Annual Minimum</b>	<b>Actual Usage</b>	<b>Excess/ (Under)</b>	<b>Under Usage</b>		<b>Excess Usage</b>	<b>Drawdown (1/3rd of Over Usage)</b>	<b>Next Year's Annual Minimum</b>
Entity A	150.0	140.0	(10.0)	(10.0)	14%		(4.3)	145.7
Entity B	120.0	190.0	70.0			70.0		190.0
Entity C	30.0	50.0	20.0			20.0		50.0
Entity D	80.0	60.0	(20.0)	(20.0)	29%		(8.6)	71.4
Entity E	340.0	300.0	(40.0)	(40.0)	57%		(17.1)	322.9
<b>Total</b>	<b>720.0</b>	<b>740.0</b>	<b>20.0</b>	<b>(70.0)</b>	<b>100%</b>	<b>90.0</b>	<b>(30.0)</b>	<b>780.0</b>

**Rolling Averages**

The phase in of Rolling Averages begins on October 1, 2028 (FY28-29). Each of the phase in years is an average of a combination of FY28 Annual Minimums and Actual Water Year Usage. The schedule is below.

Year	Annual Minimum Volume - 5 Year Average Comprised of	
	Actual Usage	FY28 Annual Minimums
Year 1 - FY28-29	WY 28	WY28 * 4
Year 2 - FY29-30	WY28, WY29	WY28 * 3
Year 3 - FY30-31	WY28, WY29, WY30	WY28 * 2
Year 4 - FY31-32	WY28, WY29, WY30, WY31	WY28
Year 5 – FY32-33	WY28, WY29, WY30, WY31, WY32	

WY=Water Year August 1 – July 31. The Water Year is the 12-month period that the volume calculation applies to.

All years following FY32-33 shall be composed of the average of the previous 5 Water Years’ actual usage.



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3/26/2026

Administrative Memorandum No. 26-6247

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**Upper East Fork Interceptor System**

**Preston Road Lift Station Peak Flow Storage Tank; Project No. 501-0668-25; Engineering Services Agreement - Final Engineering**

**SUBJECT**

Authorize funding in the amount of \$2,186,300 for an engineering services agreement to HDR Engineering, Inc., for final design of the Preston Road Lift Station Peak Flow Storage Tank.

**PURPOSE**

This project, in combination with other projects, is necessary to meet the wet-weather wastewater flow projections in this portion of the Upper East Fork Interceptor System. Without the peak flow storage tank, the projected inflows to the Preston Road Lift Station will exceed the firm capacity of the lift station.

**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: HDR Engineering, Inc.
- Scope: Final Engineering Design
- Project: No. 501-0668-25, Preston Road Lift Station Peak Flow Storage Tank
- Amount: \$2,186,300
- Committee: This will be an item on the March 25, 2026, Wastewater Committee meeting 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 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 Preston Road Lift Station (PRLS) serving the Upper East Fork Interceptor System (UEFIS) is in the City of Plano, has a design firm capacity of 30.0 million gallons per day (MGD) and conveys flow through two force mains: the Preston Road Force Main (FM) and the 121 FM.
- The Preston Road FM sends flow to the Russell Creek Interceptor and the Wilson Creek Regional Wastewater Treatment Plant and has a maximum capacity of 8 MGD. The 121 FM send flows to the Wilson Creek FM and the Wilson Creek Regional Wastewater Treatment Plant and has a capacity of 22.0 MGD.
- Due to evolving growth and service demands in the UEFIS, the station capacity must be increased to accommodate future peak flows.
- The UEFIS Regional Capacity and Assurance Report and the subsequent conceptual design report by HDR recommend a peak flow storage tank and ancillary structures adjacent to the PRLS site. The tank design criteria include provisions for attenuation of near-term peak flow of 47.5 MGD with the flexibility to be expanded in the future with the addition of a peak flow pump station.

**PROJECT PURPOSE**

- The PRLS needs to increase its capacity to handle future peak wastewater flows due to growing service demands in the UEFIS by constructing a below-ground peak flow storage tank with an initial capacity of 4 million gallons (MG), expandable to 11 MG in the future by adding a peak flow pump station. This project ensures the PRLS can manage increased flows and meet future service requirements and enhances the overall efficiency and reliability of our wastewater management system.
- The planning level estimated cost is \$59,000,000.
- Tentative schedule is to have peak flow tank in service before end of 2029.

**PROJECT COMPONENTS**

- Peak flow storage tank with an initial capacity of 4.0 MG, gravity-in, gravity-out and pump-out arrangement, expandable to 11.0 MG with the addition of a peak flow pump station in the future.

- Drain pump station to return remaining volume after gravity drain.
- Influent junction structure to divert flow to the peak flow storage tank.
- Odor control system duct improvements to serve the influent junction structure.
- Odor control system to serve the peak flow storage tank and drain pump station.
- On-site stormwater detention pond.
- Yard Piping.

**BASIC SERVICES**

- Project Management, coordination and design review workshops
- Final engineering design services
- Bid phase services

**SPECIAL SERVICES**

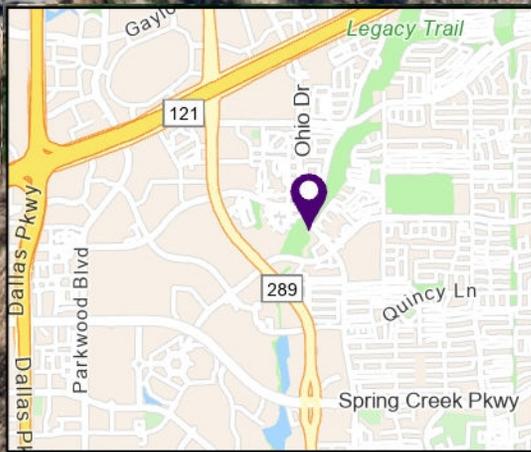
- Permitting fee allowance
- Local agency coordination
- City of Plano Parks easement coordination
- Flood study
- Site plan preparation

**ENGINEERING SERVICES FEE**

<b>Description</b>	<b>Amount</b>
Basic Services	\$1,951,300
Special Services	\$235,000
<b>Requested Amount</b>	<b>\$2,186,300</b>

**FUNDING**

Funding in the amount of \$2,186,300 to HDR Engineering Inc is to be made available from the Upper East Fork Interceptor System Construction Funds.



-  Proposed Wastewater Buildings
-  Existing Wastewater Buildings
-  Proposed Wastewater Pipeline
-  Preston Road Lift Station
-  Future Site Boundary

Junction Structure

Future Peak Flow Pump Station

Drain Pump Station

Odor Control

Peak Flow Storage Tank



### Preston Road Lift Station Peak Flow Storage Tank Project No. 501-0668-24





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3/26/2026

Administrative Memorandum No. 26-6248

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**Regional Solid Waste System**

**Authorize Execution of the Regional Solid Waste System Contract with the City of Melissa;  
Resolution No. 26-05**

**SUBJECT**

Adopt Resolution No. 26-05 authorizing the Execution of the Regional Solid Waste System Contract with the City of Melissa.

**PURPOSE**

Consider the request by the City of Melissa (Melissa) to become a Member of the Regional Solid Waste System (RSWS), and authorize execution of a contract between Melissa and NTMWD containing the same material terms as the contract with the five existing Member Cities.

**RECOMMENDATION**

The Executive Director, NTMWD staff, and Lloyd Gosselink Rochelle & Townsend, P.C. recommend the Board of Directors adopt Resolution No. 26-05, "*A Resolution Authorizing And Directing The Execution of the Regional Solid Waste System Contract with City Of Melissa*"

Contracting Party: City of Melissa

Scope: Regional Solid Waste System Contract

Project: N/A

Amount: N/A

Committee: This was an action item at the March 11, 2026, Solid Waste Committee meeting

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective: 2.1 Effective Business Practices

- |   |  |
|---|--|
| <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**

- The City of Melissa is an existing Customer of the Regional Water System and a member of the Regional Wastewater System. Melissa requested RSWS membership effective October 1, 2026, if approved. Melissa also requested, upon membership approval, that their residents be allowed to dispose of household waste up to two times per month at any NTMWD facility under the Acceptable Waste program afforded to the RSWS Member City residents.
- City of Melissa is evaluating the logistics and process for implementing the resident participation request, and at this time desires flexibility in setting the start date of the resident drop-off program to a period between approval of this resolution and the effective date of the Contract.
- If the resident drop off program commences before the effective date of the Contract, the District will invoice the City of Melissa at the end of the fiscal year for the disposed resident drop off tons calculated using the same methodology as the current Member Cities at the year -end true-up Member City cost per ton rate.
- Melissa had a population of approximately 26,000 in 2025 and is projected to grow to an anticipated buildout population of approximately 90,000 over the next 15 years.
- For fiscal years 2023, 2024, and 2025, Melissa delivered between 90 and 95 percent of the waste generated within the city to the NTMWD 121 Regional Disposal Facility (RDF) and those tons comprised less than 2 percent of the tons accepted at the landfill during those fiscal years.
- An evaluation was performed on the 121 RDF site life, capital needs, and financial impact on the RSWS 10-year strategic financial plan. There was no impact to the currently projected 41 years of remaining site life if Melissa were to become a RSWS Member City. Additionally, there is no infrastructure to be purchased from Melissa, nor are there any capital improvements or accelerated capital spending required. The 10-year Strategic Financial Plan cost per ton with Melissa as a RSWS Member City projects a \$0.42 increase to the current projected fiscal year 2027 RSWS Member City rate and decreases annually until fiscal year 2030, when it becomes lower than without Melissa as a RSWS Member City.
- NTMWD staff reviewed the request and has determined that it is sufficient for presentation to the Board for consideration of approval.

- Section 8.02 (b) of the Amended and Restated Regional Solid Waste System Contract provides the process for a city to become an additional RSWS Member City. This includes:
  - Submitting a formal request.
  - An evaluation to enable NTMWD to ascertain or estimate the requirements of the proposed additional RSWS Member City for the ensuing ten (10) year period.
  - Board of Directors calls a hearing and notifies all RSWS Member Cities to review the request.
  - Board of Directors determines if the proposed additional RSWS Member City shall become a RSWS Member City.
- This hearing was authorized at the February 26, 2026, Board of Directors meeting and the hearing was held on March 3, 2026. No comments were received.
- Components of the contract with Melissa include:
  - Term: at least until all bonds are paid in full and thereafter throughout the useful life of the RSWS.
  - All solid waste to be delivered or caused to be delivered to District facilities.
  - Methodology for determining annual financial requirements.
  - Melissa pays a proportionate financial share based on tons delivered.
  - Break-even financial system with fiscal year-end true-up.
- In accordance with the Amended and Restated Regional Solid Waste System Contract between NTMWD and the current RSWS Member Cities, the contract is, to the extent practicable and applicable, the same terms and provisions in all matters of substance.
- A draft copy of the contract is provided as an attachment.

## **FUNDING**

N/A

# NORTH TEXAS MUNICIPAL WATER DISTRICT

## RESOLUTION NO. 26-05

### A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF THE REGIONAL SOLID WASTE SYSTEM CONTRACT WITH THE CITY OF MELISSA

**WHEREAS**, North Texas Municipal Water District, (the “District”) is a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 62, Acts of the Regular Session of the 52nd Legislature, 1951, as amended, originally codified as Vernon’s Article 8280-141 (the “District Act”); and

**WHEREAS**, the District has established and operates and maintains a separate Regional Solid Waste Disposal System (the “System”) for the purpose of providing facilities to receive, transport, treat, and dispose of solid waste, in the general area of the East Fork of the Trinity River; and

**WHEREAS**, each of the Cities of Richardson in Dallas and Collin Counties, and Plano in Collin County entered into the “Trinity East Fork Regional Solid Waste Disposal System Contract,” dated November 29, 1979, with respect to the System (the “Base Contract”), pursuant to which the District is obligated to provide the services and facilities of the System to dispose of the solid waste of the cities of Richardson and Plano; and

**WHEREAS**, the Base Contract provided for other cities to become Additional Member Cities of the System with substantially the same rights and obligations as Plano and Richardson with respect to the System, upon the execution of a contract similar to the Base Contract; and

**WHEREAS**, in 1990, the City of Frisco, in Collin and Denton Counties, and in 1991, the City of Allen, in Collin County, and in 1993, the City of McKinney, in Collin County, each became a “Member City” within the meaning of the Base Contract and the contracts supplemental thereto (the “Supplemental Contracts”); and

**WHEREAS**, in 2015, the District and the Cities entered into an amended and restated contract to reflect current practices and new agreements at the time (the “Restated Contract”); and

**WHEREAS**, the Restated Contract provides for other cities to become Additional Member Cities of the System upon the execution of a contract similar to the Restated Contract (the “Contract”); and

**WHEREAS**, in 2025, the City of Melissa requested to join the System as an Additional Member City, beginning October 1, 2026; and

**WHEREAS**, the City of Melissa’s request included a request that their residents have the ability to participate in the two times per month drop off program afforded to the current Member Cities immediately after approval of this resolution; and

RESOLUTION NO. 26-05

**WHEREAS**, the City of Melissa is evaluating the logistics and process for implementing the resident participation request and at this time desires flexibility in setting the start date of the resident drop off program to a period between approval of this resolution and the effective date of the Contract; and

**WHEREAS**, if the resident drop off program commences before the effective date of the Contract, the District will invoice the City of Melissa at the end of the fiscal year for the disposed resident drop off tons calculated using the same methodology as the current Member Cities at the year-end true-up Member City cost per ton rate; and

**WHEREAS**, the District and City of Melissa are authorized to make and enter into this Contract under the District Act, the Regional Waste Disposal Act (codified as Chapter 30, Texas Water Code, Ann. as amended), Chapter 362 and 363 Texas Health and Safety Code as amended, and other applicable laws.

**NOW, THEREFORE, THE BOARD OF DIRECTORS IN A REGULAR MEETING DETERMINES AND RESOLVES THAT:**

1. The recitals herein are true and correct.
2. The City of Melissa is granted flexibility to allow its residents to dispose of solid waste under the two times per month resident drop off program during the period beginning on a date following approval of this Resolution (to be selected by Melissa) until the effective date of the Contract. At the end of the fiscal year, the District will invoice for those tons based on the year-end true-up Member City cost per ton rate.
3. The President of the Board of Directors is hereby authorized and directed to date, sign, deliver, and otherwise execute, and the Secretary of the Board of Directors is hereby authorized and directed to sign and attest to the Regional Solid Waste System Contract with the City of Melissa.
4. That, upon the execution by the parties thereto, the Contract shall be binding upon the District in accordance with its terms and provisions.
5. This Resolution shall take effect and be in full force and effect from and after the date of its adoption.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON MARCH 26, 2026, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.**

\_\_\_\_\_  
**KEITH STEPHENS, Secretary**

\_\_\_\_\_  
**DAVID HOLLIFIELD, President**

**(SEAL)**

**REGIONAL SOLID WASTE SYSTEM CONTRACT  
CITY OF MELISSA**

This Regional Solid Waste System Contract (the “**Contract**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between North Texas Municipal Water District (the “**District**” as further described below) and the City of Melissa, Texas (“**Melissa**”). The “**Effective Date**” of this Contract shall be October 1, 2026.

**RECITALS**

WHEREAS, North Texas Municipal Water District, a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 62, Acts of the Regular Session of the 52nd Legislature, 1951, as amended, originally codified as Vernon's Article 8280-141 (the “**District Act**”), operates a regional water supply system, and was designated by the State of Texas to be a regional agency to provide and develop a regional system for wastewater treatment in the general area of the East Fork of the Trinity River lying in Collin, Dallas, Kaufman, and Rockwall Counties; and

WHEREAS, the District has established and operates and maintains a separate Regional Solid Waste Disposal System (the “**System**” as further defined herein) for the purpose of providing facilities to receive, transport, treat, and dispose of Solid Waste (as further defined herein), in the general area of the East Fork of the Trinity River; and

WHEREAS, the System is designed and intended to aid in the control of water pollution, and to protect, improve, and enhance the water quality of the East Fork of the Trinity River and the water supplies impounded therein, and to protect the health of the inhabitants of said area; and

WHEREAS, each of the Cities of Richardson (“**Richardson**”) in Dallas and Collin

Counties, and Plano (“*Plano*”) in Collin County have entered into the “*Trinity East Fork Regional Solid Waste Disposal System Contract*,” dated November 29, 1979, with respect to the System (the “*Base Contract*”), pursuant to which the District is obligated to provide the services and facilities of the System to dispose of the Solid Waste of the cities of Richardson and Plano; and

WHEREAS, the Base Contract provided for other cities to become Additional Member Cities of the System with substantially the same rights and obligations as Plano and Richardson with respect to the System, upon the execution of a contract similar to the Base Contract; and

WHEREAS, in 1990, the City of Frisco, in Collin and Denton Counties, Texas, and in 1991, the City of Allen, in Collin County, Texas, and in 1993, the City of McKinney, in Collin County, Texas, each became a “Member City” within the meaning of the Base Contract and the contracts supplemental thereto (the “*Supplemental Contracts*”); and

WHEREAS, in 2015, the District and the Cities entered into an amended and restated contract to reflect current practices and new agreements at the time (the “*Restated Contract*”); and

WHEREAS, the Restated Contract provides for other cities to become Additional Member Cities of the System upon the execution of a contract similar to the Restated Contract; and

WHEREAS, Melissa requested to join the System as an Additional Member City in 2025, beginning October 1, 2026;

WHEREAS, the District and Melissa are authorized to make and enter into this Contract

under the District Act, the Regional Waste Disposal Act (codified as Chapter 30, Texas Water Code, Ann. as amended), Chapter 362 and 363 Texas Health and Safety Code as amended, and other applicable laws; and

WHEREAS, the District may issue Bonds (as defined herein) from time to time in the future to acquire, construct, extend, enlarge, improve, and/or repair the System; and

WHEREAS, the District has issued and has presently outstanding bonds issued in 2015 (the “**Series 2015 Bonds**”), 2016 (the “**Series 2016 Bonds**”), 2017 (the “**Series 2017 Bonds**”), 2022 (the “**Series 2022 Bonds**”), and 2023 (the “**Series 2023 Bonds**”); and

WHEREAS, this Contract restates the essential provisions of the Restated Contract and is structured as similarly thereto as practicable, but with additions and changes required to meet current practices and new agreements.

NOW, THEREFORE, the District and Melissa hereby agree as follows:

## **AGREEMENT**

### **ARTICLE I**

#### **DEFINITIONS**

Section 1.01. DEFINITION OF TERMS. In addition to the definitions stated in the preamble hereof, the terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

- (a) “**Additional Member City**” or “**Additional Member Cities**” means any city or cities in addition to Richardson, Plano, Frisco, Allen, and McKinney with which the District makes a Similar Contract, including, after the Effective Date of this Contract, Melissa.
- (b) “**Adjusted Annual Payment**” means the Annual Payment, as adjusted in accordance with Section 5.03 of this Contract during or after each Fiscal Year.

- (c) “**Annual Payment**” means the amount of money, as provided in Section 5.03 of this Contract to be paid to District by Member Cities as their proportionate share of the Annual Requirement.
- (d) “**Annual Requirement**” means the total amount of money required by District to pay all Operation and Maintenance Expenses of the System and to pay the principal of, redemption premium, if any, and interest on its Bonds, and to pay any amounts required to be deposited in any special or reserve funds, including a debt service reserve fund and a repair and replacement fund, as also required to be established and/or maintained by the provisions of any Bond Resolution.
- (e) “**Bond Resolution**” means any resolution of the Board of Directors of the District authorizing the issuance of Bonds and providing for their security and payment, as such resolution(s) may be amended from time to time as therein permitted.
- (f) “**Bonds**” mean the Series 2015 Bonds, Series 2016 Bonds, Series 2017 Bonds, Series 2022 Bonds, Series 2023 Bonds, and any bonds, notes, or other obligations to be issued by the District pursuant to the Base Contract, all Similar Contracts with Additional Member Cities, and this Contract for the acquisition, construction, enlargement, improvement, extension, repair, or replacement of the System or any part thereof, whether in one or several issues, or any bonds, notes, or other obligations issued by the District to refund any or all of same.
- (g) “**Contract**” means this Regional Solid Waste Disposal System Contract, and all Similar Contracts executed at any time after the Effective Date of this Contract between the District and Additional Member Cities with respect to the System.
- (h) “**Contributing Weight of Solid Waste to the System**” or “**Contributing Weight**”
- (h)(1) “**Contributing Weight-BSC**” shall mean the greater of (i) any minimum Annual Contributing Weight for which an Additional Member City has agreed to pay, or (ii) the average of the Final Contributing Weight-OMC as defined in 1.01(h)(3)(i) for the most recently completed five (5) fiscal years, or (iii) 25% of the largest Final Contributing Weight-OMC for that Member City since that Member City joined the System.
- (h)(2) “**Estimated Contributing Weight-OMC**” shall mean the greater of (i) the estimate, provided by each Member City prior to March 1 of each fiscal year pursuant to 5.03(b), of the weight in tons of Solid Waste that that Member City reasonably expects to contribute to the system during the following fiscal year, or (ii) any minimum Annual Contributing Weight for which such Member City has agreed to pay.
- (h)(3) “**Final Contributing Weight-OMC**” shall mean the greater of (i) the actual measured weight of Solid Waste of a Member City

delivered to any Point of Delivery (as measured in accordance with Sections 3.06 and 3.07) during that Fiscal Year, or, (ii) any minimum Annual Contributing Weight for which an Additional Member City has agreed to pay.

- (i) “**District’s System**,” “**Regional System**,” “**Regional Solid Waste System**,” or “**System**” means all of the facilities, including all real and personal property, acquired or constructed with proceeds from the sale of Bonds or payments made to the District by third parties or the Member Cities, or made available to the District by the Member Cities pursuant to this Contract and all Similar Contracts, and used or operated by the District for receiving, transporting, treating, and disposing of Solid Waste of and for Member Cities, pursuant to this Contract and all Similar Contracts, including any improvements, enlargements, or additions to said System and any extensions, repairs, or replacements of said System acquired, constructed, used, operated, or otherwise incorporated into or made a part of said System in the future by the District pursuant to this Contract and all Similar Contracts. Said terms shall include only those facilities which provide service to Member Cities pursuant to this Contract and all Similar Contracts. Said terms exclude: (i) trucks or other equipment and facilities used for the initial local pickup or collection of Solid Waste within the Member Cities and the transportation thereof to Points of Delivery; (ii) the District’s Water Supply System; (iii) the District’s Regional Wastewater System; and (iv) any Solid Waste collection, reception, treatment, or disposal facilities acquired or constructed by the District with the proceeds from the issuance of Special Facilities Bonds (as defined below).
- (j) “**Fiscal Year**” means the twelve (12) month period beginning each October 1 and ending the following September 30, or such other twelve (12) month period as may be established in the future to constitute District’s Fiscal Year.
- (k) “**Force Majeure**” means acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning strikes, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or any other causes not reasonably within the control of the party claiming such inability.
- (l) “**Local Solid Waste Facilities**” means the Solid Waste facilities owned and operated by the Member Cities.
- (m) “**Member Cities**” means Richardson, Plano, Allen, Frisco, McKinney, and

all Additional Member Cities.

- (n) “**Member City**” means any of the Member Cities; provided specifically, however, that the term Member City as used in this Contract refers only to the relationship of a city to the System, and does not in any way imply or mean that such city is or is not a “Member City” of the District under the District Act, or a “Member City” of the District's regional water system or its regional wastewater system.
- (o) “**One-half Ton Accounting**” means the method by which the District shall, for purposes of allocation of costs and fees among Member Cities, record one-half of the actual weight of certain loads, pursuant to § 3.07.
- (p) “**Operation and Maintenance Expenses**” means all costs of operation and maintenance of the District's System other than depreciation, including, but not limited to:
  - (1) repairs and replacements for which no special fund is created in a Bond Resolution;
  - (2) the cost of utilities, supervision, engineering, accounting, auditing, legal services, insurance premiums;
  - (3) the cost of any other supplies, services, administrative costs, and equipment necessary for proper operation and maintenance of the District's System;
  - (4) payments made for the lease, use, or operation of any real and/or personal property;
  - (5) payments of fines; and
  - (6) payments made by the District in satisfaction of judgments or other liabilities resulting from claims not covered by the District's insurance or not paid by one particular Member City arising in connection with the operation and maintenance of the District's System.
- (q) “**Point of Delivery**” means any point designated by the District for receipt of Solid Waste by the District from a Member City.
- (r) “**Prohibited Solid Waste**” means any Solid Waste which the District refuses to accept pursuant to § 4.01. Prohibited Solid Waste may be different at each Point of Delivery.
- (s) “**Schedule of Payments**” means the schedule of monthly payments for each Fiscal Year which will be supplied to each Member City by the District.
- (t) “**Similar Contract**” means a contract between the District and Additional Member Cities relating to the Regional Solid Waste System with terms substantially similar to this Contract.

- (u) “**Solid Waste**” as used in this Contract, means Municipal Solid Waste as that term is defined in the Texas Commission on Environmental Quality’s municipal solid waste rules (30 Tex. Admin. Code § 330.3(90)), and Industrial Solid Waste as that term is defined in the Texas Commission on Environmental Quality’s municipal solid waste rules (30 Tex. Admin. Code § 330.3(68)), however, in no event shall the term “Solid Waste” include:
- (1) Hazardous Waste as that term is defined in the Texas Commission on Environmental Quality’s municipal solid waste rules (30 Tex. Admin. Code § 330.3(64)), except for waste from conditionally exempt small-quantity generators (30 Tex. Admin. Code § 330.3(32)) and household hazardous waste (30 Tex. Admin. Code § 335.402(6));
  - (2) Class 1 Industrial Solid Waste as that term is defined in the Texas Commission on Environmental Quality’s municipal solid waste rules (30 Tex. Admin. Code § 330.3(21));
  - (3) Special Waste as that term is defined in the Texas Commission on Environmental Quality’s municipal solid waste rules (30 Tex. Admin. Code § 330.3(154)), except for Special Waste specifically allowed in the District’s permit for the Point of Delivery to which the Special Waste is delivered and which the District agrees to accept; and
  - (4) Materials removed from the waste stream for Recycling as that term is defined in the Texas Commission on Environmental Quality’s municipal solid waste rules (30 Tex. Admin. Code § 330.3(129)).
  - (5) Notwithstanding anything in this agreement to the contrary, with respect to the Member Cities, the conversion of material that would otherwise be considered Solid Waste to either electricity or fuel, including but not limited to conversion by incineration, digestion, pyrolysis, gasification, or plasma arc, shall not be considered recycling, and shall not be a basis for excluding such material from Solid Waste. It is not the intent of this paragraph to prevent the District from converting Solid Waste to fuel, electricity, or any other usable product, and the District is encouraged to periodically evaluate the technical and fiscal viability of technologies for diverting Solid Waste from the System, and the Member Cities agree that any such technologies should be pursued on a regional basis.
- (v) “**Special Facilities Bonds**” means obligations of the District which are not secured by or payable from Annual Payments under this Contract and Similar Contracts with Additional Member Cities, but which are payable solely from other sources; but Special Facilities Bonds may be made payable from payments from any person or entity, including any Member City, under a separate contract whereunder the facilities to be acquired or constructed are declared not to be part of the System and are not made payable from the Annual Payments as defined in this Contract.

- (w) “**Uncompacted Loads**” means any acceptable waste delivered by a Member City in an open top roll-off box, dump truck, or dump trailer. Waste delivered by a passenger vehicle such as a pick-up truck or service truck or waste delivered on a trailer pulled by a pick-up truck or service truck shall not be considered Uncompacted Loads.
- (x) “**Useful Life**” means until all facilities making up the System are closed, and all applicable post closure requirements of the State of Texas and federal government have ended.

## ARTICLE II

### PROVIDING AND OPERATING FACILITIES BY DISTRICT

Section 2.01. FACILITIES. In order to provide services and facilities for receiving, transporting, treating, and disposing of Solid Waste for Member Cities, District will provide the current facilities of the System to serve all of the Member Cities for the present, and will operate and maintain the System, and will from time to time enlarge, improve, repair, replace, and/or extend the System as necessary to provide service to all Member Cities. The District shall obtain and hold in its name all required permits and licenses from the appropriate Federal and State agencies, and each Member City shall assist District in obtaining same. The District shall provide, manage, operate, and maintain the System in such manner as the District determines is reasonably necessary for providing adequate, efficient, and economical service to Member Cities, and shall have the right to provide single facilities or multiple facilities, and to use or discontinue the use of any facilities of the System at District’s discretion.

Section 2.02. USE OF PAYMENTS. The District will use the payments to be received under this and Similar Contracts for the payment of Operation and Maintenance Expenses of the System and for the payment of the principal of, redemption premium, if any, and interest on its Bonds, and to establish and maintain debt service reserves and other

funds if and as provided in any Bond Resolution; and the payments to be received under this and Similar Contracts will be pledged to such purposes.

### ARTICLE III

#### COLLECTION OF SOLID WASTE

Section 3.01. DELIVERY. Each Member City shall deliver or cause to be delivered all of the Solid Waste attributable to and generated within that Member City into District's System, provided that such Solid Waste meets the requirements for quality as set forth in Article IV of this Contract. Delivery of Solid Waste into any System facilities acquired or constructed in the future shall commence only after notice by the District that the facility is ready to receive the same pursuant to this Contract. However, the District may reject Solid Waste on the following bases:

- (a) The District shall not be required to accept any materials at any Point of Delivery that the District is prohibited by law or regulation from processing or disposing of at that Point of Delivery or is not authorized to accept at that Point of Delivery.
- (b) The District shall not be required to accept Solid Waste at a transfer station from a Member City if that transfer station is unable to accept the Solid Waste in accordance with its permit. In that event, the Member City shall direct haul its Solid Waste to another District-operated transfer station or landfill that can accept the Solid Waste in accordance with its permit. In the event that, due to operational restrictions, the District remains unable to accept all of the Solid Waste delivered to a transfer station by the Member Cities, the District shall, within 180 days, begin making adjustments such that the transfer station will be

able to accept all of the Solid Waste delivered to the transfer station by the Member Cities, and shall pursue such adjustments in good faith.

Section 3.02. POINTS OF DELIVERY. Each Member City shall deliver or cause to be delivered all Solid Waste attributable to and generated within that Member City to any Point or Points of Delivery, except, however, that if a Point of Delivery is at or above its permitted capacity, or a Point of Delivery is inoperative, or under repair or maintenance, the District may require that the Member Cities divert their Solid Waste to another Point of Delivery.

Section 3.03. CONVEYANCE TO POINT OF DELIVERY. It shall be the sole cost and responsibility of each Member City to collect and deliver or cause to be collected and delivered, Solid Waste attributable to and generated within that Member City to a Point or Points of Delivery.

Section 3.04. QUANTITY AT POINTS OF DELIVERY. The quantity of Solid Waste conveyed to the Point or Points of Delivery shall be measured by the District by weight in accordance with Sections 3.06 and 3.07, and the total weight of Solid Waste received during any Fiscal year shall be used to determine each Member City's basic Annual Payment, as set forth in Article V.

Section 3.05. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR DISPOSAL. Liability for any and all claims, demands, causes of action, damages, losses, costs, fines, injuries to persons or death of persons, and expenses, including reasonable attorney's fees, expert and professional fees (collectively, "*Claims*"), arising from the receipt, transportation, delivery, and disposal of all Solid Waste delivered hereunder shall remain with the Member City delivering such Solid Waste until the Solid Waste is unloaded at a Point(s) of Delivery and control of the Solid Waste is transferred to the District, at which point

liability for Claims shall pass to District. The District has the responsibility as between the parties for the proper receipt, transportation, treatment, and disposal of all Solid Waste received by it at Points of Delivery, subject to the other provisions of this Contract.

Nothing stated within this Contract shall be construed as a waiver of all the protections afforded the District as a sovereign governmental unit. To the extent afforded by Texas Tort Claims Act, the District shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. The District assumes no liability or responsibility for the acts and omissions of any Member City, their employees, agents, officers, contractors, or others working through such Member City in any capacity. Nothing stated herein shall be construed as a waiver of all the protections afforded a Member City as a sovereign governmental unit. To the extent afforded by the Texas Tort Claims Act, each Member City shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. Each Member City assumes no liability or responsibility for the acts and omissions of the District, its employees, agents, officers, or others working through the District in any capacity.

Section 3.06. MEASUREMENT OF WEIGHT. The District will furnish, install, operate, and maintain at each Point of Delivery the necessary equipment and devices of standard type for measuring properly the weight of all Solid Waste delivered under this Contract. Such equipment and devices shall remain the property of the District. Each Member City shall have access to such equipment and devices at all reasonable times for inspection and examination, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of District, and if requested, in the presence of a representative of any Member City. All readings will be recorded by the District. Not less than two (2) times

in each calendar year of operation, the District shall calibrate such measurement equipment and devices and provide written results of such calibration to each Member City within one (1) week of each calibration and/or adjustment. If, for any reason, any such equipment and devices are out of service or out of repair, or if, upon any test, the percentage of inaccuracy thereof is found to be in excess of five percent (5%), registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. Any Member City may, at its option and its own expense, install and operate equipment or devices for checking the measurement equipment and devices of the District, but the measurement for the purpose of this Contract shall be solely by District's measurement equipment and devices.

Section 3.07. ONE-HALF TON ACCOUNTING. Uncompacted Loads delivered by any Member City directly to the 121 Regional Disposal Facility ("**121 RDF**") will be recorded utilizing One-half Ton Accounting and shall be used to calculate the Member City's Contributing Weight-BSC and Final Contributing Weight-OMC. Uncompacted Loads delivered to any Point of Delivery other than 121 RDF are not eligible for One-half Ton Accounting unless that Point of Delivery is designated by the District in writing as eligible for One-half Ton Accounting.

This Section will not affect any District waste receipt reporting requirements to the Texas Commission on Environmental Quality ("**TCEQ**"). Such reports shall be submitted according to TCEQ requirements.

#### ARTICLE IV

#### QUALITY

Section 4.01. GENERAL. Each Member City agrees to limit delivery into the District's System to Solid Waste that complies with quality requirements the District finds necessary from time to time to establish in order (a) to meet standards imposed by regulatory agencies having appropriate jurisdiction; or (b) to prevent delivery of any Solid Waste of which the District is unable to properly dispose. To enable the highest degree of disposal in the most economical manner possible, the District may refuse delivery of Prohibited Solid Waste or return Prohibited Solid Waste to the Member City after Prohibited Solid Waste enters the District's System. Lists of Prohibited Solid Waste applicable to each Delivery Point, as amended from time to time, shall be furnished to all Member Cities, with a minimum of sixty (60) days' prior notice before such amendment takes effect. If any Member City wishes for the District to accept and dispose of any Prohibited Solid Waste otherwise authorized through that facility's regulatory permit, the District may, at its option, agree to accept and dispose of same, provided that such Member City must pay a surcharge set by the District's Board of Directors for such service in an amount not less than the additional expenses to the District for such disposal.

#### ARTICLE V

#### PAYMENTS

Section 5.01. FINANCING. The District will use its best efforts to issue its Bonds, in amounts and at times as determined by the District, to acquire, construct, extend, enlarge, improve, and/or repair the System as needed to provide for the needs of the System, and the obligations of the District under this Contract are subject in all events to (a) the ability of the District to sell and deliver Bonds in amounts sufficient to pay for the System; and (b) the ability of the District to obtain the necessary property, equipment, labor, materials, and contractors.

Section 5.02. ANNUAL REQUIREMENT. It is acknowledged and agreed that payments to be made under this Contract and Similar Contracts will be the only source available to the District to fund the Annual Requirement; and that the District has a statutory duty to establish, and from time to time, to revise the charges for services to be rendered and made available to the Member Cities hereunder so that the Annual Requirement shall at all times not be less than an amount sufficient to pay or provide for the payment of all of the following:

- (a) An “*Operation and Maintenance Component*” equal to the amount paid or payable for all Operation and Maintenance Expenses; and
- (b) A “*Bond Service Component*” equal to:
  - (1) the principal of, redemption premium, if any, and interest on, its Bonds, as such principal, redemption premium, if any, and interest become due, less interest to be paid out of Bond proceeds or other sources if permitted by any Bond Resolution; and
  - (2) during each Fiscal Year, the proportionate part of any special or reserve funds required to be established and/or maintained by the provisions of any Bond Resolution; and
  - (3) an additional amount sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of any Bond Resolution; and
  - (4) the charges of paying agents for paying principal of, redemption premium, if any, and interest on, all Bonds.

Section 5.03. PAYMENTS BY CITY.

- (a) Each Member City covenants and agrees that it shall pay its Annual Payment,

calculated as provided in this Section, and as adjusted pursuant to this Contract. Notwithstanding any other provisions in this Contract, monthly payments by Member Cities, as set forth in each Schedule of Payments, shall be no less than:

(1) the amount necessary to provide the Bond Service Component of the Annual Requirement so as to enable the District to make all payments with respect to the Bonds when due; and

(2) such amounts as will cause the District to have on hand, on or before the twentieth (20th) day of each month, an amount not less than one-sixth (1/6) of the then-current Annual Budget required for Operation and Maintenance Expense.

(b) Annual Payments. For services and facilities to be provided to the Member Cities by the District under this Contract, each Member City agrees to pay, at the time and in the manner hereinafter provided, its proportionate share of the Annual Requirement, which shall be determined as hereafter described and shall constitute that Member City's Annual Payment or Adjusted Annual Payment. Each Member City's proportionate share of the Annual Requirement shall be determined as the sum of that Member City's proportionate share of the Operation and Maintenance Component and that Member City's proportionate share of the Bond Service Component. For purposes of calculating each Member City's Contributing Weights as defined in Section 1.01(h), prior to March 1 of each fiscal year, each Member City shall provide to the District an estimate of the weight in tons of Solid Waste that that Member City reasonably expects to contribute to the system during the following fiscal year.

(1) Proportionate Share of the Estimated Operation and Maintenance Component. For all or any part of each Fiscal Year during which the System is in operation, each Member City's proportionate share of the Operation and Maintenance

Component of the Annual Requirement shall be a fraction obtained by dividing each Member City's Estimated Contributing Weight-OMC by the sum of the Estimated Contributing Weight-OMC of all Member Cities during each Fiscal Year. Each Member City's proportionate share of the estimated Operation and Maintenance Component of the Annual Requirement shall be determined by the District by multiplying the Member City's fraction by that Fiscal Year's Annual Budget's Operation and Maintenance Component of the Annual Requirement.

(2) Proportionate Share of the Estimated Bond Service Component. For all or any part of each Fiscal Year during which the System is in operation, each Member City's proportionate share of the estimated Bond Service Component of the Annual Requirement shall be determined based on that Member City's Contributing Weight-BSC for the respective Fiscal Year. Each Member City's Contributing Weight-BSC shall be divided by the sum of all of the Member Cities' Contributing Weight-BSC for that Fiscal Year. Each Member City's proportionate share of the estimated Bond Service Component of the Annual Requirement shall be determined by the District by multiplying the resulting fraction by that Fiscal Year's Annual Budget's Bond Service Component of the Annual Requirement (less any budgeted revenue from any source other than the Annual Payments).

(c) Monthly Payments. Each Member City's proportionate share of the Annual Requirement along with any other charges, including surcharges as provided in § 4.01 and penalties from prior months in accordance with this section, shall be made to the District on or before the twentieth (20th) day of each month (the "***Due Date***") in accordance with a Schedule of Payments for each Fiscal Year which will be supplied to each Member City. If a Member

City fails to make its monthly installment payment on or before three calendar days following the Due Date in any month, that Member City shall incur and pay a penalty of ten percent (10%) of the amount due, together with any legal or other costs incurred by the District in collecting the amount due. District is hereby authorized to discontinue service to any Member City if that Member City fails to make any monthly payment.

(d) Adjusted Annual Payments. At the close of each Fiscal Year, the District shall re-determine each Member City's proportionate share of the Operation and Maintenance Component by dividing each Member City's Final Contributing Weight-OMC to the System for the entire Fiscal Year by the sum of the Final Contributing Weight-OMC of all Member Cities for the entire Fiscal Year and multiplying that fraction by the actual Operation and Maintenance Component of the Annual Requirement for the entire Fiscal Year.

At the close of each Fiscal Year, the District shall also re-determine each Member City's proportionate share of the Bond Service Component, by dividing each Member City's Contributing Weight-BSC to the System for the entire Fiscal Year by the sum of the Contributing Weights-BSC of all Member Cities for the entire Fiscal Year and multiplying that ratio by the actual Bond Service Component of the Annual Requirement for the entire Fiscal Year less any revenue from any source other than the Annual Payments.

The difference between the Adjusted Annual Payment and the Annual Payment, if any, shall be applied as a credit or a debit to the respective Member City's account with the District and shall be credited or debited to the respective Member City's next monthly payment or payments.

(e) If, during any Fiscal Year, the District begins providing services to an Additional Member City or Cities, each Member City's Annual Payment for such Fiscal Year

shall be re-determined consistent with the provisions of this Contract.

(f) Each Member City's Annual Payment also shall be adjusted and re-determined for the balance of any applicable Fiscal Year, consistent with the provisions of this Contract, and initially based on its Contributing Weight-BSC and Estimated Contributing Weight-OMC, if at any time during any Fiscal Year the District's Board of Directors reasonably determines that:

(1) Additions, enlargements, repairs, extensions, or improvements to the System are placed in service by District which require an increase and re-determination of the Annual Requirement; or

(2) Unusual or extraordinary expenditures for operation and maintenance of the System are required which are not provided for in the Annual Budget or in a Bond Resolution; or

(3) During the Fiscal Year, a Member City's Final Contributing Weight-OMC will likely be more than twenty-five percent (25%) greater or less than that Member City's Estimated Contributing Weight-OMC on which Annual Payments for that Fiscal Year are based, to the extent that such difference in weight will substantially affect the District's budget, and consequently any Member City's Annual Payment to the District;

(4) The District issues additional Bonds, the payments in connection with which require an increase and re-determination of the Annual Requirement; or

(5) It appears to the District that for any other reason it will not receive the full amount of the Annual Requirement unless such adjustment and re-determination are made.

(g) The District shall give the Member Cities at least forty-five (45) days written notice prior to consideration by the Board of Directors of the District of making any Adjusted Annual Payment for a Member City during any Fiscal Year.

(h) The Annual Payment set forth in this section shall be considered the basic charge for services and facilities under this Contract.

(i) Member Cities' Solid Waste System.

(1) It is recognized that the District Act and other applicable laws provide that any City which contracts with the District for any service or facilities is authorized, by all lawful means, to fix, charge, and collect fees, rates, charges, rentals, and other amounts for any such service or facilities provided pursuant to or in connection with any such contract with the District, and to pledge such amounts sufficient to make all payments required under such contract, and that the provisions of the District Act shall prevail over all other laws. Each Member City hereby agrees to establish, provide, operate, and maintain during the term of this Contract a separate city utility to be known as the Member City's solid waste disposal system, which shall provide, generally, the services and facilities required for the initial pickup or collection of Solid Waste from persons and entities within the Member City's boundaries, and the handling and transportation thereof to a Point of Delivery. Accordingly, the Member City further agrees to fix, charge, and collect by all lawful means fees and charges necessary to make the Member City's Annual Payment or Adjusted Annual Payment, as applicable, for (a) the solid waste disposal services (including local collection and transportation services) which shall be provided by the Member City's solid waste disposal system, and (b) the Solid Waste disposal services and facilities provided by the District's System pursuant to

and in connection with this Contract. It is further recognized that the Member City is authorized to carry out and implement the foregoing provisions of this subsection not only by the District Act, but also by applicable provisions of the Texas Health and Safety Code.

(2) The services and facilities of the District's System to be provided to the Member City pursuant to this Contract are and will be essential and necessary to the general operation of the Member City's solid waste disposal system, and all payments to be made hereunder by the Member City shall constitute reasonable and necessary "operating expenses" of the Member City's solid waste disposal system, and shall constitute a charge and claim against the gross revenues of such solid waste disposal system, with the effect that the Member City's obligation to make payments from the gross revenues of its solid waste disposal system under this Contract shall have priority over its obligations to make payments of the principal of and interest on any and all of its revenue bonds or other obligations which are at any time payable from the net revenues of the Member City's solid waste disposal system.

(3) Each Member City agrees to fix, charge, and collect by all lawful means, fees or charges for services and facilities to be supplied by its solid waste disposal system and the District's System in such amounts as will (a) produce funds sufficient to enable the Member City to pay promptly and make all payments, obligations, and indemnities contracted hereunder; and (b) produce such additional funds as will be sufficient, together with any other funds from any source which are available for such purposes, to pay promptly all other expenses of operation and maintenance of its solid waste disposal system and the principal of and interest on the Member City's bonds

and other obligations which are at any time legally required to be paid from the revenues of its solid waste disposal system. Each Member City hereby pledges the gross revenues of its solid waste disposal system, to the payment of all amounts required to be paid by it to the District pursuant to this Contract, and the District shall have a lien on said gross revenues to the extent of the amounts required for such payment. Each Member City shall not dispose of or mortgage its solid waste disposal system, and shall not encumber, pledge, or grant liens on the revenues of its solid waste disposal system, in any manner which would violate, impair, or be inconsistent with the provisions, covenants, and agreements set forth in this Contract or the pledges and liens contracted and created hereunder; provided that the gross revenues thereof may be used or pledged for other operating and maintenance expenses of the Member City's solid waste disposal system.

(4) The District shall never have the right to demand payment of the amounts due hereunder from funds raised or to be raised from taxation by any Member City. Recognizing the fact that each Member City urgently requires the services and facilities covered by this Contract, and that such services and facilities are necessary for actual use and for stand-by purposes; and further recognizing that the District will use the payments received from each Member City hereunder to pay, secure, and finance the issuance of its Bonds, it is hereby agreed that if and when any Bonds are delivered, the Member City shall be obligated unconditionally, and without offset or counterclaim, to make the payments designated as the "Bond Service Component" of the Annual Requirement, in the manner provided in this Contract, regardless of whether or not the District actually provides such services and facilities, or whether or not any

Member City actually receives or uses such services and facilities, and regardless of the validity or performance of the other parts of this Contract. Such “**Bond Service Component**” shall in all events be applied and used for providing debt service and other requirements of the Bonds, and the holders of the Bonds shall be entitled to rely on the foregoing agreement and representation, regardless of any other agreement between the District and any Member City. Each Member City further agrees that it shall be obligated to make the payments designated as the “**Operation and Maintenance Component**” of the Annual Requirement as described in Section 5.02 of this Contract.

(j) On or prior to November 1 of each year, each Member City shall provide an updated ten (10) year projection of its Estimated Contributing Weight-OMC (adjusted in accordance with Section 3.07) to the District. On or prior to March 1 of each year, the District shall cause a ten (10) year cost projection for the System to be prepared and a copy thereof provided to each Member City. At least ninety (90) days prior to the commencement of each Fiscal Year, if requested by a Member City, the District shall furnish that Member City with an estimate, which is subject to change, of that Member City’s Annual Payment. At least sixty (60) days prior to the commencement of each Fiscal Year, the District will furnish the Member Cities a tentative budget and an estimated Schedule of Payments to be made by each Member City for the ensuing Fiscal Year. On or before the commencement of each Fiscal Year, the District shall furnish the Member Cities with a finalized Schedule of Payments to be made to the District for the ensuing Fiscal Year. Each Member City agrees that it will make such payments to the District on or before the twentieth (20th) day of each month of such Fiscal Year. If any Member City shall dispute the Annual Budget, and proceed as provided in Article VII, it shall nevertheless promptly make the payment or payments determined by District, and if it is

subsequently determined by agreement that such disputed payments made should have been less, District shall promptly revise, reallocate, and readjust the charges among all Member Cities then being served by District in such manner that the Member City will recover its overpayment. At the close of each Fiscal Year, the District shall re-determine each Member City's proportionate share of the Annual Requirement pursuant to § 5.03(d).

(k) If any Member City's Annual Payment is re-determined as is herein provided, District will, within thirty (30) days, furnish that Member City with an updated Schedule of Payments reflecting such redetermination.

(l) All interest income earned by the investment of any Funds created pursuant to any Bond Resolution shall be credited towards the payment of the Bond Service Component and taken into account in determining the Annual Requirement; except that as to any Acquisition or Construction Fund created from any Bond proceeds, all interest income earned by the investment thereof may, at the option of the District, be either credited to such Acquisition or Construction Fund and used for the System purposes for which the Bonds are issued, or be credited towards the payment of the Bond Service Component.

#### Section 5.04. OTHER USE OF SYSTEM.

(a) Notwithstanding any other provisions of this Contract, the District may provide any excess available Solid Waste disposal capacity of the System to any person, as defined by the Texas Water Code, provided that any such service shall in all events be subordinate and subject to the rights of the Member Cities under this Contract; and provided further that the District must charge for such service in amounts at least sufficient to pay all Operation and Maintenance Expense attributable to such service, plus additional charges which will produce an amount, as determined by the District, which amount shall not be less than the unit

cost by weight for Solid Waste disposal being paid by any Member City as part of its Annual Requirement for the then-current Fiscal Year. The District is not authorized to issue Bonds, as defined in this Contract, to provide the services of the System to any persons other than Member Cities. The District may provide the services of the System to Collin County and shall charge Collin County for such service not less than 10% greater than the District's cost to provide such service. The District's cost to provide such service shall be calculated by dividing the sum of all expenses in the previous fiscal year allocable to the landfill to which Collin County delivers its Solid Waste, by the amount of Solid Waste delivered by all of the Member Cities to the same landfill during the same fiscal year. The District may dispose of sludge generated by the District from any of its wastewater treatment facilities and shall charge for such service not less than the District's cost to provide such service. The District's cost to provide such service shall be calculated by dividing the sum of all expenses in the previous fiscal year allocable to the landfill to which the District delivers its sludge, by the amount of Solid Waste delivered by all of the Member Cities to the same landfill during the same fiscal year.

(b) If the System shall include facilities for recovering metals or other valuable materials from any Solid Waste accepted by the System, or other revenue generating facilities (including but not limited to waste-to-fuel, waste-to-energy, landfill gas-to-energy, composting, material recovery, or other new technologies), any revenue received by the District from such revenue generating facilities shall be credited as provided in subparagraph (c), below.

(c) All revenue from any source other than Annual Payments received by the District as provided in this Section 5.04 shall reduce (to the extent of such credits) the amounts which otherwise would be required to be paid by the Member Cities for the Bond Service Component of the Annual Requirement in the current fiscal year in accordance

with §5.03(d). Any remaining revenue after full credit against the Bond Service Component of the Annual Requirement shall be applied to the Operation and Maintenance Expenses.

## ARTICLE VI

### GENERAL PROVISIONS

Section 6.01. FORCE MAJEURE. If by reason of Force Majeure, the District or a Member City shall be rendered unable wholly or in part to carry out its obligations under this Contract, then if such party shall give written notice and full particulars of such Force Majeure to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure (with the exception of the obligation of the Member Cities to make the payments required in Section 5.03 of this Contract, which in all events shall be made as provided therein) shall be suspended during the continuance of the inability then claimed, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 6.02. INSURANCE. District will carry insurance for such purposes and in such amounts as are determined by the District to be necessary or advisable.

Section 6.03. REGULATORY BODIES. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of

America, the State of Texas, or any authorized representative or agency of any of them.

Section 6.04. ANNUAL AUDIT OF SYSTEM. The District shall, at the close of each Fiscal Year, cause a financial audit to be prepared and shall post the audit on its website.

Section 6.05. PUBLICATIONS, REFERENCE WORKS, GOVERNMENTAL REGULATIONS. Unless otherwise specified herein, in each instance herein where reference is made to a publication, reference work, or Federal or State law or regulation, it is the intention of the parties that at any given time the then current edition of any such publication or reference work or Federal or State law or regulation shall apply, except to the extent that the new Federal or State law or regulation provides for grandfathering. If a publication or reference work is discontinued or ceases to be the generally accepted work in its field, or if a law or regulation is repealed, amended, or recodified, or if conditions change or new methods or processes are implemented by the District, new standards shall be adopted which are in compliance with State and Federal laws and any valid rules and regulations issued pursuant thereto.

Section 6.06. OPERATION OF THE SYSTEM. The District covenants that it will operate and maintain the System in accordance with accepted good business and engineering practices. Any Member City (or group of Member Cities) may request an operational audit to determine compliance with this section. Any such audit may be performed by an auditor chosen by the Member City or Cities, and approved by the District, such approval to not be unreasonably withheld. Such audit shall be funded solely by the Member City or Cities requesting the audit. In the event that an operational audit is requested by a majority of the Member Cities, then such audit shall be funded by all of the Member Cities. The District shall

reasonably cooperate with the auditor in performing the audit. Such audit shall occur no more frequently than once every five (5) years.

Section 6.07. PERIODIC REVIEW OF CONTRACT. The District and all Member Cities shall review this Contract at least once every five (5) years during the Term as described in Section 10.01, and shall propose any amendments thereto that each deems advisable; provided no such amendments shall in any way adversely affect the prompt payment, when due, of each Member Cities' proportionate share of the Bond Service Component of the Annual Requirement.

Section 6.08. MEETING AGENDA. The District shall provide a copy of the agenda for each District board meeting and each Solid Waste Committee meeting to the Member Cities, in electronic "pdf" format, or other format acceptable to the Member Cities and the District, at least five (5) calendar days prior to each meeting.

## ARTICLE VII

### DISTRICT BUDGET

Section 7.01. FILING WITH CITY.

(a) Not less than sixty (60) days before the commencement of each Fiscal Year while the System is in operation, the District shall cause its tentative budget for the System for the ensuing Fiscal Year to be prepared and a copy thereof provided to the Member Cities. If no protest or request for a hearing on such tentative budget is presented to District within thirty (30) days after such filing of the tentative budget by one or more then-current Member Cities, the tentative budget for the System, when adopted by District's Board of Directors, shall be considered for all purposes as the "*Annual Budget*" for the ensuing Fiscal Year. But if a protest or request for a hearing is duly filed, it shall be the duty of the District to fix the date and time for a

hearing on the tentative budget. The Board of Directors of the District shall consider the testimony and showings made in such hearing. The Board of Directors of the District may adopt the budget or make such amendments thereof as it may deem proper. The budget thus approved by the Board of Directors of the District shall be the Annual Budget for the next ensuing Fiscal Year.

(b) The Annual Budget may be amended to provide for transfers of budgeted funds between expenditure accounts within the various functions of the Regional Solid Waste System, provided, however, that said transfers do not result in an overall increase in the Annual Budget. The Annual Budget may be increased only through formal action by the Board of Directors of District. A copy of any amended Annual Budget and the resolution authorizing same shall be provided by the District to each Member City.

#### ARTICLE VIII

##### Section 8.01. DISTRICT CONTRACTS WITH ADDITIONAL MEMBER CITIES.

(a) The District reserves the right to contract with Additional Member Cities to provide the services of the System to such Additional Member Cities; provided that the terms and provisions of such contracts with Additional Member Cities shall be, to the extent practicable and applicable, the same as the terms and provisions of this Contract, except that with respect to any Local Solid Waste Facilities of such Additional Member City which are to be acquired, operated, or used by the District as a part of the System as a result of such contract, the District and the Additional Member City may agree in such contract for mutually acceptable payments in connection therewith from Bond proceeds or as an Operation and Maintenance Expense of the System (provided that in any formula used for determining such payments, the value attributed to such Local Solid Waste Facilities shall not exceed a sum equal to the

actual cost to the Additional Member City for acquiring or constructing such Local Solid Waste Facilities), and except that such contract shall provide for payments calculated on the basis of adequate minimum Contributing Weights as hereinafter provided. It is further provided, however, that, notwithstanding the provisions of Section 5.03(i)(4), payments under any such contract may be made either from any taxes or any revenues, or any combination of taxes and revenues, to the extent then permitted by law.

(b) A city may become an Additional Member City in the following manner and under the following conditions:

(1) A formal request must be submitted to the District furnishing information on the area to be served, a description of existing solid waste disposal facilities, and the latest annual audit or audits of such proposed Additional Member City;

(2) Such proposed Additional Member City must provide funds for any necessary engineering studies. The preliminary studies must determine or estimate, for the ensuing ten (10) year period, the size and type of any proposed solid waste disposal facilities which may be required for such city, its estimated cost, and estimated Contributing Weights, so as to enable the District to ascertain or estimate the requirements of the proposed Additional Member City for the ensuing ten (10) year period; and

(3) After all preliminary data is developed, the Board of Directors of the District shall call a hearing and notify all Member Cities to review the request of the proposed Additional Member City. The Board of Directors of the District then shall determine if the proposed Additional Member City shall become a Member City.

(c) Each Additional Member City must agree to make minimum payments under its contract, on the basis of an estimated minimum Contributing Weight-OMC and Contributing Weight-BSC, that would provide amounts annually at least sufficient, as determined by the District to pay:

(1) all of the annual Operation and Maintenance Component of the Annual Requirement which is attributable to any Local Solid Waste Facilities of such Additional Member City which are to be acquired, operated, used, or improved by the District as part of the System and any other new and additional facilities of the System provided and designated by the District to serve such Member City, less any amount thereof attributable to the use of any part of said facilities for the benefit of any other Member City or Cities, and

(2) an amount (to be credited and applied to the Bond Service Component of each Annual Requirement), at least equal to:

(A) all of that part of the Bond Service Component of each future Annual Requirement attributable to Bonds issued to acquire or improve any existing Local Solid Waste Facilities of such Additional Member City to be a part of the System, and all Bonds then proposed to be issued to provide any other new and additional facilities for the System to serve such Additional Member City, plus

(B) a percentage of the Bond Service Component of each future Annual Requirement for all then outstanding Bonds equal to the then- estimated percentage of use by such proposed Additional Member City of any portion of the then existing

System.

Section 8.02. **ADDITIONAL CAPACITY AND FACILITIES.** As the responsible party for the establishment, administration, management, operation, and maintenance of the System, the District will, from time to time determine in its sole discretion when and to what extent it is necessary to provide additions, enlargements, improvements, repairs, and extensions to the System to receive, transport, treat, recycle, and dispose of the Solid Waste of the Member Cities, including all Additional Member Cities, and to issue its Bonds to accomplish such purposes; and all Member Cities, including Additional Member Cities, shall be obligated to pay both the Operation and Maintenance Component and the Bond Service Component included in the Annual Requirement with respect to the entire System, as expanded, as provided in Section 5.03. Section 8.02 shall not be construed so as to reduce or alter the requirements of Section 8.01 with respect to minimum payments.

Section 8.03. **AMENDMENTS TO THIS CONTRACT.** This Contract may only be amended in writing signed by the District and all Member Cities. This Contract may not be amended in such a way as to adversely affect payments to the holders of the Bonds.

## ARTICLE IX

### REMEDIES

Section 9.01. **LEGAL AND EQUITABLE REMEDIES.** Any party to this Contract, and any holder of the District's Bonds, may require any party hereto, and its officials and employees, to carry out, respect, and enforce the covenants and obligations of this Contract, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against such party, and its officials and employees.

ARTICLE X

CONTINUING DISCLOSURE OF INFORMATION

Section 10.01. MEMBER CITIES TO COMPLY. The Member Cities shall comply or, upon the request of the District, shall provide to the District such information as will enable the District to comply, with any continuing disclosure requirements with respect to the Bonds imposed by Securities and Exchange Commission Rule 15c2-12.

ARTICLE XI

TERM

Section 11.01. TERM OF CONTRACT. This Contract shall continue in force from the Effective Date hereof at least until all Bonds, including any Bonds issued to refund same, and the interest thereon, shall have been paid in full; and shall also remain in force thereafter throughout the Useful Life of the System, as the System may be later maintained, improved, expanded, or modified.

ARTICLE XII

NOTICES

Section 12.01. NOTICES. All notices under this Contract shall be to the individual holding the following position at the time that the notice is provided. Any Member City or the District may revise the receiver by written notice to all parties.

North Texas Municipal Water District

Executive Director

City of Allen

City Manager

City of Frisco

City Manager

City of McKinney

City Manager

City of Plano

City Manager

City of Richardson

City Manager

City of Melissa

City Manager

DRAFT

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

NORTH TEXAS MUNICIPAL WATER DISTRICT

BY \_\_\_\_\_  
David Hollifield,  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Kieth Stephens  
Secretary, Board of Directors

CITY OF MELISSA, TEXAS

BY \_\_\_\_\_  
Name,  
Title

ATTEST:

\_\_\_\_\_  
Name,  
City Secretary