



## **NORTH TEXAS MUNICIPAL WATER DISTRICT**

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

### **Board of Directors Agenda**

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**Thursday, December 18, 2025**

**2:30 PM**

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

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Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District (NTMWD) will hold a regular meeting in person and by videoconference, accessible to the public, on Thursday, December 18, 2025, at 2:30 p.m., at the following meeting location: NTMWD Administrative Offices, 501 E. Brown Street, Wylie, Texas 75098.

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

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

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

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

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

**VI. OPENING REMARKS**

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

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

**A. December 2025 Board Memorandum**

[25B-12](#)

**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. Retirement Plan Annual Update and Results of Actuarial Audit

**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. Personnel Matters (Tex. Gov't Code Section 551.074)

- 1. Discuss Executive Director/General Manager Evaluation and Compensation Amendment

**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. November 2025 Regular Board Meeting Minutes**

[25C-64](#)

The Executive Director and NTMWD staff recommend the Board of Directors approve the minutes of the regular Board meeting held on Thursday, November 20, 2025 as presented.

**B. Modification of Capital Projects Request [25C-65](#)**

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

**C. Panther Creek Wastewater Treatment Plant (WWTP) [25C-66](#)****Expansion to 15 MGD; Project No. 307-0493-18; Change Order No. 4**

Authorize a reduction to the construction contract in the amount of \$5,153,729 to Crossland Heavy Contractors, Inc. for the Panther Creek Wastewater Treatment Plant Expansion to 15 MGD project.

**D. Interlocal Cooperation Agreement between the North Texas [25C-67](#)****Municipal Water District and the City of Mesquite, Texas, for Use of Mesquite Bridge Crossing the East Fork of the Trinity River; Resolution No. 25-64**

Authorize Resolution 25-64 authorizing the execution of an Interlocal Cooperation Agreement between the North Texas Municipal Water District and City of Mesquite to authorize the District's use of a bridge and access road owned by the City of Mesquite.

**E. Shiloh System Ground Storage Tank; 101-0472-17; Resolution [25C-68](#)****No. 25-63; Property Acquisition Program**

Adopt Resolution No. 25-63 authorizing an amendment to the current property acquisition program to add a permanent easement for this project.

**XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION****GENERAL / ADMINISTRATIVE AGENDA ITEMS****A. Executive Director/General Manager Evaluation and [25-6213](#)****Compensation Amendment**

Discuss Executive Director/General Manager (ED/GM) annual evaluation and consider approval of Resolution No. 25-59 amending compensation for the ED/GM and Resolution No. 25-60 authorizing the fixed contribution allocation formula for the 401(a) plan of the North Texas Municipal Water District.

**WATER AGENDA ITEMS****B. South Transmission System New Pipeline; Project No. [25-6214](#)****101-0676-25; Engineering Services Agreement - Final Engineering**

Authorize funding in the amount of \$3,250,000 to Hazen and Sawyer for an engineering services agreement for the final design of the South Transmission System New Pipeline project.

- C. **Wylie Campus Administrative Facilities; Project No. 101-0680-25; Owner Advisor Services Agreement** [25-6215](#)

Authorize funding in the amount of \$650,000 to Freese and Nichols, Inc. for an Owner Advisor services agreement for the Wylie Campus Administrative Facilities Program.

**WASTEWATER AGENDA ITEMS**

- D. **Floyd Branch Regional Wastewater Treatment Plant (RWWTP) Peak Flow and Ultraviolet (UV) Improvements, Project No. 301-0610-22; Tabulation of Bids, Award of Contract, Engineering Services Agreement, and Authorize Inspection Services** [25-6216](#)

Authorize award of a construction contract in the amount of \$36,981,000 to Felix Construction Company, authorize an engineering services agreement with CDM Smith, Inc., in the amount of \$761,868 for construction phase engineering services and authorize internal inspection services in the amount of \$720,540.

- E. **Rowlett Creek Regional Wastewater Treatment Plant Peak Flow Management Improvements, Phase II; Project No. 301-0471-17; Construction Manager At-Risk Work Authorization No. 1** [25-6217](#)

Authorize funding in the amount of \$20,281,346 to Archer Western Construction, LLC, Construction Manager At-Risk (CMAR), for Work Authorization No. 1 for the Rowlett Creek Regional Wastewater Treatment Plant (RWWTP) Peak Flow Management Improvements, Phase II. This includes all associated CMAR fees, construction support costs and contingencies.

- F. **Trinity East Fork Regional Water Resource Recovery Facility, Project No. 301-0678-25; Buffalo Creek Lift Station and Transfer Force Main Improvements, Project No. 507-0679-25; Owner Advisor Services Agreement** [25-6218](#)

Authorize funding in the amount of \$7,466,000 to AECOM Technical Services, Inc. for an Owner Advisor services agreement for the Trinity East Fork Regional Water Resource Recovery Facility (RWRRF) and the Buffalo Creek Lift Station and Transfer Force Main Improvements projects.

- G. **Buffalo Creek Lift Station No. 2; Project No. 507-0639-24; Tabulation of Bids, Award of Contract, and Inspection Services** [25-6219](#)

Authorize award of a construction contract to Urban Infraconstruction, LLC in the amount of \$32,219,360 and authorize internal inspection services in the amount of \$805,560 for Buffalo Creek Lift Station No. 2 project.

- H. **Tickey Creek Force Main; Project No. 501-0637-24; Tickey Creek Lift Station; Project No. 501-0638-24; Engineering Services Agreement, Final Engineering** [25-6220](#)

Authorize funding in the amount of \$7,038,900 to AECOM Technical Services, Inc. for an engineering services agreement for final design of the Tickey Creek Force Main and Tickey Creek Lift Station projects.

**REAL ESTATE AGENDA ITEMS**

- I. **Settlement Agreement Between North Texas Municipal Water District, New West Developers LLC and New West Land LLC** [25-6221](#)

Authorize Executive Director to execute settlement agreement in the amount of \$246,067 with New West Developers LLC and New West Land LLC to address impacts on NTMWD property adjacent to Bois d'Arc Lake caused by unauthorized vegetation clearing along the Bois d'Arc Lake Shoreline.

- J. **Tickey Creek Lift Station; Project Number 501-0638-24; Resolution No. 25-62; Land Acquisition Program** [25-6222](#)

Adopt Resolution No. 25-62 authorizing funding in the amount of \$2,000,000 to acquire fee simple property and easements.

**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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12/18/2025

Board Memorandum No. 25B-12

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## MEMO

**TO:** Board of Directors  
**FROM:** Jenna Covington, Executive Director  
**DATE:** December 12, 2025  
**SUBJECT:** December 18, 2025 Regular Board Meeting

As we reach the end of another remarkable year at the District, we reflect on 2025, a year marked by significant achievements and challenges. Once again, the Board and staff have demonstrated incredible determination and resilience on behalf of the 2.3 million people we serve daily.

As a reminder, please join us at 1:30 PM before the Board meeting for some yuletide treats and refreshments. The staff wanted to express their appreciation for the Board's work this year and provide an opportunity to share some Christmas cheer.

### **Strategic Initiative Highlight - 3.3 Work with Peer Organizations on Water Supply and Environmental Initiatives**

The goal of this initiative is to work with peer regional water providers on water supply initiatives.

Dallas Water Utilities (DWU), North Texas Municipal Water District (NTMWD), and Tarrant Regional Water District (TRWD) provide about 90 percent of the water to the Region C Water Planning Area. Rapid population growth and increasing water demands in the region have compelled the Participants to become more innovative to effectively utilize their water resources. The Regional Optimization Study (ROS) evaluated the feasibility of enhancing interconnectivity and optimizing water supply operations across the Participants' systems. This fall, the three participants completed a report, the first step towards understanding the potential benefits, costs, and limitations of regional operations. It also provides foundational technical evaluations for potential future collaboration.

Four strategies were developed and analyzed using the modeling, along with a Business case analysis that identified potential strategies, including initial feasibility and planning-level cost estimates. Those strategies include;

1. **Connecting Integrated Pipeline (IPL)** to NTMWD Tawakoni WTP.

2. **Connecting Lake Texoma** (via the Howe Balancing Reservoir) to Ray Roberts Lake to augment DWU supplies in the Elm Fork subbasin and TRWD supplies in the West Fork subbasin via transmission to Ray Roberts Lake and subsequently to Lake Bridgeport.
3. **Main Stem Balancing Reservoir (MSBR)** could be a Joint Storage of Return Flows near the Trinity River into a proposed off-channel reservoir, where stored return flows would then be delivered into the Participants' systems.
4. **Lavon Lake to Ray Roberts Lake to Lake Bridgeport.** This strategy involves building new infrastructure to connect NTMWD's Lavon Lake to DWU supplies in the Elm Fork subbasin and to TRWD supplies in the West Fork subbasin, via transmission to Ray Roberts Lake and subsequently to Lake Bridgeport.

This study demonstrates the Participants' efforts to efficiently utilize their systems to meet their customers' water needs. While each of the systems evolved somewhat independently, the Participants have recognized the opportunity to study the extent to which collaboration may increase efficiency in meeting the magnitude and timing of their respective growing water needs. The proactive approach implemented reflects this mutually recognized opportunity for exploration through research and development to analyze the interactions of their complex water supply systems and operations to meet their customers' needs. Regional coordination offers resiliency but may not offer new supply in the long term.

Many of the identified strategies do not create new supplies but rather attempt to more efficiently utilize existing supply sources among the Participants. The strategies could potentially increase the resiliency of the systems and provide operational flexibility. All of the strategies will require further analysis, but this first regional optimization study demonstrates Regional Water Providers' willingness to explore opportunities to increase collaboration in meeting the Region's overall needs.

### **Holiday Office Closure**

The offices will be closed on Wednesday for Christmas Eve, Thursday for Christmas Day, and the following Thursday for New Year's Day. I hope everyone has a joyous holiday season, and I look forward to all the opportunities 2026 has in store for the District!



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12/18/2025

Consent Agenda Item No. 25C-64

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## November 2025 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, November 20, 2025 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**  
**NOVEMBER 20, 2025**

The North Texas Municipal Water District (NTMWD) Board of Directors met in a regular meeting on Thursday, November 20, 2025, 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 Keith Stephens 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>	√	
Rick <b>CROWLEY</b>	√	
George <b>CRUMP</b>		√
Lori Barnett <b>DODSON</b>		√
Phil <b>DYER</b>	√	
Joe <b>FARMER</b>		√
Marvin <b>FULLER</b>		√
David <b>HOLLIFIELD</b>	√	
Chip <b>IMRIE</b>	Absent	
Blair <b>JOHNSON</b>		√
Ronald <b>KELLEY</b>	√	
Geralyn <b>KEVER</b>		√
Alan <b>McCUISTION</b>	√	
Rick <b>MANN</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 reminded Directors that the Executive Director's performance evaluation form is due to outside counsel today. Questions can be directed to Brian Brooks.

The 2026 Conference Schedule and 2026 Committee and Board meetings schedule are at Directors' places today.

The NTMWD offices will be closed for Thanksgiving on Thursday and Friday, November 27<sup>th</sup> and 28<sup>th</sup>.

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

- Wednesday, December 3: Executive Committee
- Wednesday, December 17: Real Estate and Wastewater Committees
- Thursday, December 18: 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 reviewed the following:

1. Proposition 4, which was approved by the voters in the recent Constitutional Amendment Election, will provide \$1 billion per year in dedicated funding from State sales tax through the Texas Water Fund. This funding will continue for 20 years beginning in 2027.
2. There will not be a Water Committee meeting in December.
3. Reviewed two items on the agenda: Change order for the Panther Creek project and engineering for the Gateway Drive Transfer Station.
5. As a result of a settlement agreement with the city of Heath, the City Council amended their Tree Preservation Order to exempt the NTMWD from enforcement of the ordinance on District projects. The District will dismiss the lawsuit. Executive Director Covington added that she had the opportunity to speak with officials from the City of Heath at the recent TML Conference.
6. In the spirit of Thanksgiving, Executive Director Covington expressed her thankfulness for District staff, the community partners, external service providers, the Executive staff and Board of Directors, as well as staff families who support District employees daily.

**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 was a request to speak from Jarrett Tucker. He spoke in support of enforcing hunting and camping regulations at Bois d’Arc Lake.

## **VIII. DISCUSSION ITEMS**

### **1. Update on Sister Grove Regional Water Resource Recovery Facility**

Assistant General Manager Cesar Baptista reviewed the following related to the Sister Grove facility:

- Sister Grove started receiving flow from the North McKinney Transfer Lift Station (NMTLS) on August 27, 2025
- Discharge to Stiff Creek through the Outfall Pipeline occurred on September 16, 2025
- SGRWRRF is currently receiving approximately 3.5 MGD from NMTLS
- NTMWD Operations Team continues to monitor and establish healthy biology in Aeration Basin-1
- Operating 2 centrifuges to produce dewatered sludge cake and transfer to haul Trucks

Mr. Baptista provided the following regarding construction of the facility:

- Peak Flow Basins 1, 2, and 3 have all passed the testing requirements
- Garney (CMAR) continues to make headway on final grading across the site
- Multiple roads have been paved including entrance to the plant
- Perimeter security fence installation is on-going
- Light pole bases being installed for site lighting throughout the plant
- Controls Contractor continues to complete terminations and perform Operational Readiness Testing at several structures
- Primary Critical Path – Controls Automation Integration and Functional Demonstration Testing

Mr. Baptista advised that Operational Readiness Testing should be completed soon, and the Functional Demonstration Testing should be completed in December 2025. The substantial completion date should be in February 2026 with final completion expected in April 2026.

Aerial photos of the various structures at the site were reviewed. Mr. Baptista stated that after construction is complete the Communications Department will work with the Wastewater team to hold a dedication event for the plant in early May. The dedication event will raise awareness of the importance of wastewater infrastructure for the region, including media outreach and accompanying content for Members and Customers. Separately, the group will plan an open house for nearby residents to tour the plant and engage with NTMWD wastewater operations team members.

Discussion followed regarding the Peak Flow Basins and their operation during heavy rain events.

**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 or staff would like to remove an item from the Consent Agenda for separate discussion. Executive Director Covington requested Item B. be removed from the Consent Agenda for separate consideration.

Upon a motion by Director Terry Sam Anderson to approve the Consent Agenda items, except for Item B., and a second by Director Randy Roland, the Board of Directors voted unanimously to approve the Consent Agenda items.

**A. October 2025 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, October 23, 2025, as presented.

*Item B. was pulled from the Consent Agenda for separate consideration.*

**B. October 2025 Board Work Session Meeting Minutes**

The Executive Director and NTMWD staff recommend the Board of Directors approve the minutes of the Board Work Session meeting held on Thursday, October 9, 2025, as presented.

Brian Brooks, Director of Executive & Board Services, stated that on the October 9<sup>th</sup> minutes the Board Member attendance needs to be amended to reflect Director Franklin Byrd was present for this meeting.

Upon a motion by Director Alan McCuiston to approve Item B. as amended and a second by Director Ray Stephens, the Board of Directors voted unanimously to approve the meeting minutes for October 9, 2025 as amended.

**C. Modification of Capital Projects Request**

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

**D. Wylie Water Treatment Plant (WTP) Complex Valve Improvements; Project No. 101 0672 25; Resolution No. 25 58; Authorization To Use Competitive Sealed Proposal Procurement Method**

Authorize the use of Competitive Sealed Proposal (CSP) procurement method for the construction of the Wylie Water Treatment Plant (WTP) Complex Valve Improvements.

**E. Panther Creek Wastewater Treatment Plant Expansion to 15 MGD; Project No. 307 0493 18; Change Order No. 3**

Authorize a reduction to the construction contract in the amount of \$699,001 to Crossland Heavy Contractors, Inc. for the Panther Creek Wastewater Treatment Plant Expansion to 15 MGD project.

**F. Conveyance of Property at the Wylie Water Treatment Plant in the form of a Permanent Easement to Farmers Electric Cooperative; Resolution No. 25-56**

Adopt Resolution No. 25-56 authorizing the Executive Director to execute a permanent easement with Farmers Electric Cooperative.

**G. Preston Road Lift Station Expansion; Project No. 501 0559 20; Resolution No. 25-57; Land Acquisition Program**

Adopt Resolution No. 25-57 amending an existing land acquisition program to acquire additional easement for this project.

**XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION**

**GENERAL / ADMINISTRATIVE AGENDA ITEMS**

**A. Regional Water System Variable Cost Rebates for Fiscal Year 2024-25**

Authorize the rebate of funds in the amount of \$4,912,320.76 paid by applicable Member Cities and Customers per the District's Water Variable Cost Rebate Policy, Section 6 of the Finance Policies Manual.

Executive Director Covington stated that an overview of this item was provided at the October Board meeting and included a list of recipients and the amounts. She added that due to the strong financial position of the District and per the Financial Policies, staff is recommending authorization of the rebates as presented.

Upon a motion by Director Jack May and a second by Director Richard Peasley, the Board of Directors voted unanimously to approve as presented.

**WATER AGENDA ITEMS**

**B. Bois d'Arc Lake Raw Water Pump Station Phase II: Project Number 101-0602-21; Change Order No. 2**

Authorize funding in the amount of \$6,139,890 to Archer Western Construction, LLC, for a construction change order to the Bois d'Arc Lake Raw Water Pump Station Phase II project, which is subject to Texas Water Development Board (TWDB) State Water Implementation Fund for Texas (SWIFT) funding.

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

This Change Order No. 2 authorizes labor, materials, and equipment to install additional pumps and related components into the Bois d'Arc Lake Raw Water Pump Station and complete the final pumping capacity expansion.

Upon a motion by Director Jack May and a second by Director Larry Thompson, the Board of Directors voted unanimously to approve as presented.

**C. Plano West Side Pipeline, Plano Delivery Point No. 3 to Richardson Delivery Point No. 2, Project Number 101-0566-20, Water Line B, Change Order No. 1**

Authorize funding in the amount of \$1,146,808 to S.J. Louis Construction of Texas Ltd. for a construction change order for the Plano West Side Pipeline, Plano Delivery Point No. 3 to Richardson Delivery Point No. 2 project.

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

This change order is required to address several conflicts between existing utilities and the proposed 36-inch waterline. This includes additional work required to address DART and ONCOR requirements.

Upon a motion by Director Jack May and a second by Director Ray Stephens, the Board of Directors voting unanimously to approve as presented.

**D. Shiloh Pump Station Improvements Phase I; Project No. 101-0648-24; Tabulation of Proposals, Award of Contract, Engineering Services Agreement, and Authorize Inspection Services**

Authorize award of a construction contract in the amount of \$24,659,250 to Felix Construction Company, authorize internal inspection services in the amount of \$1,025,520, and authorize an engineering services agreement with Brown and Caldwell, Inc. in the amount of \$795,786 for construction phase engineering services for the Shiloh Pump Station Improvements Phase I project.

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

The purpose of this project is to increase pumping capacity, decommission assets approaching the end of their useful life, address emergency preparedness requirements, and improve overall resiliency.

Upon a motion by Director Jack May and a second by Director Richard Peasley, the Board of Directors voted unanimously to approve.

**SOLID WASTE AGENDA ITEMS**

**E. Gateway Drive Transfer Station; Engineering Services Agreement; Project No. 401-0644-24**

Authorize an engineering services agreement in the amount of \$233,570 with Weaver Consultants Group, LLC for preliminary engineering design services for the Gateway Drive Transfer Station project.

Director Richard Peasley advised that the Solid Waste Committee reviewed this item yesterday and recommends the Board of Directors authorize the Executive Director to

execute an engineering services agreement for preliminary engineering design services for the Gateway Drive Transfer Station project.

The Gateway Drive Transfer Station will be the 4th transfer station to be owned and operated by the District. Construction of this transfer station allows the City of Frisco to send most of their waste to this facility, which diverts significant tonnage currently delivered to the Custer Road transfer station. The Gateway Drive transfer station provides much needed capacity and enhances service delivery to the NTMWD 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.

**F. 121 Regional Disposal Facility Sectors 6C and 6D Mass Excavation; Engineering Services Agreement; Project Number 401-0675-25**

Authorize the award of an engineering services agreement (ESA) in the amount of \$34,100 to Biggs and Mathews Environmental, Inc. to design the mass excavation for the 121 Regional Disposal Facility (121 RDF) Sectors 6C and 6D project.

Director Richard Peasley advised that the Solid Waste Committee discussed this item yesterday and recommends the Board of Directors authorize the Executive Director to execute an engineering services agreement to design the mass excavation for the 121 RDF Sectors 6C and 6D.

This project will enable the safe future development of the liner and leachate collection system in 121 RDF Sectors 6C and 6D. Completion of this project will ensure sufficient airspace is available to support the 121 Regional Disposal Facility landfill operations.-

Director Phil Dyer inquired why an item of this dollar amount is on the agenda. Executive Director Covington responded that typically items under \$500,000 do not appear on the agenda, however, this item and the previous item are new projects that the Board has not previously authorized them, therefore it was placed on the agenda for individual consideration.

Upon a motion by Director Richard Peasley and a second by Director Jody Sutherland, the Board of Directors voted to approve.

**XIII. CLOSING ITEMS**

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

There was no feedback and no requests for potential future agenda items. President Hollifield wished everyone a safe and happy Thanksgiving.

**XIV. ADJOURNMENT**

There being no further business, the meeting was adjourned at approximately 3:19 p.m.

APPROVED:

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

ATTEST:

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

DRAFT



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12/18/2025

Consent Agenda Item No. 25C-65

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## Modification of Capital Projects Request

### **RECOMMENDATION**

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

Note: See the attached document for detailed information.

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

**RECOMMENDATION**

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

**I. CONSTRUCTION CHANGE ORDERS ONLY**

**WATER SYSTEM**

- a. Project No. 101-0526-18, Wylie to Rockwall Pipeline Relocation: Lavon No. 2 to Rockwall-Cash Pipeline, Phase II, Change Order No. 1.

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract Amount	\$14,724,214.00	425
Prior Change Order(s) Total	\$0.00	0
<b>Proposed Change Order No. 1</b>		
Hays Lane pipeline realignment due to utility conflicts	\$175,965.00	55
Casing extension at STA 143+46	\$52,832.00	3
Caruth Lake access	\$34,545.00	0
<b>Proposed Change Order No. 1 Increase</b>	<b>\$263,342.00</b>	<b>58</b>
<b>Revised Contract Amounts</b>	<b>\$14,987,556.00</b>	<b>483</b>

Original Completion Dates: Substantial – March 28, 2026; Final – May 27, 2026

Revised Completion Dates: Substantial – May 25, 2026; Final – July 24, 2026

Funding in the amount of \$263,342.00 for Change Order No. 1 to Garney Companies, Inc., is available in the Regional Water System Construction Funds

**WASTEWATER SYSTEM**

- a. Project No. 501-0495-18, Wilson Creek Transfer Force Mains, Change Order No. 7.

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract Amount	\$40,893,145.00	620
Prior Change Order(s) Total	\$7,870,112.03	617
<b>Proposed Change Order No. 7</b>		
Pipeline lowering due to grade discrepancy on Amazon property	\$136,247.00	37

<b>Proposed Change Order No. 7 Increase</b>	<b>\$136,247.00</b>	<b>37</b>
<b>Revised Contract Amounts</b>	<b>\$48,899,504.03</b>	<b>1,274</b>

Original Completion Dates: Substantial – April 14, 2025; Final – June 13, 2025

Revised Completion Dates: Substantial – January 28, 2027; Final – March 29, 2027

Funding in the amount of \$136,247.00 for Change Order No. 7 to McKee Utility Contractors, LLC, is available in the Upper East Fork Interceptor System Construction Funds

- b. Project No. 501-0473-17, Plano Spring Creek Lift Station No. 2 Improvements, Change Order No. 12

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract Amount	\$8,329,000.00	600
Prior Change Order(s) Total	\$1,234,318.22	803
<b>Proposed Change Order No. 12</b>		
Lift station Bypass to change header valve and complete discharge piping installation	\$266,933.00	975
<b>Proposed Change Order No. 12 Increase</b>	<b>\$266,933.00</b>	<b>975</b>
<b>Revised Contract Amounts</b>	<b>\$9,830,251.22</b>	<b>2,378</b>

Original Completion Dates: Substantial – June 28, 2021; Final – January 24, 2022

Revised Completion Dates: Substantial – May 11, 2026; Final – December 7, 2026

Funding in the amount of \$266,933.00 for Change Order No. 12 to Eagle Contracting, LLC, is available in the Upper East Fork Interceptor System Construction Funds

#### 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. None.

#### SOLID WASTE SYSTEM

- a. None.

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

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**

- b. Project No. 101-0461-17, Wylie Water Treatment Plant Emergency Notification System, Change Order No. 4

<b>Description</b>	<b>Amount</b>	<b>Days</b>
Original Contract Amount	\$3,211,013.00	355
Prior Change Order(s) Total	\$499,465.77	625
<b>Proposed Change Order No. 4</b>		
Scope reduction to facilitate immediate project closeout	(\$1,471,869.45)	0
<b>Proposed Change Order No. 4 Decrease</b>	<b>(\$1,471,869.45)</b>	<b>0</b>
<b>Revised Contract Amounts</b>	<b>\$2,238,609.32</b>	<b>980</b>

Original Completion Dates: Substantial – July 10, 2019; Final – September 8, 2019

Revised Completion Dates: Substantial – March 26, 2021; Final – May 25, 2021

Funding in the amount of (\$1,471,869.45) for Change Order No. 4 to Johnson Controls Security Solutions, LLC, 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. 101-0564-20, Wylie Water Treatment Plant (WTP) Back-Up Power Improvements

<b>Description</b>	<b>Amount</b>
Original ESA	\$6,118,690.75
Prior Additional Services	\$0.00

<b>Proposed Additional Services</b>	<b>\$217,220.00</b>
The consulting engineers Gupta and Associates, Inc. (GAI) and Freese and Nichols, Inc. (FNI) are drafting a Water Treatment Plant Flow and Electrical Load Technical Memorandum to confirm the demand requirements and emergency power requirements of Wylie WTP based on the regional water system that Wylie WTP sources.	
<b>Revised ESA Amount</b>	<b>\$6,335,910.75</b>

Funding in the amount of \$217,220.00 for Amendment No. 1 to Gupta and Associates, Inc., is available in the Regional Water System Construction Funds

#### WASTEWATER SYSTEM

- a. Project No. 501-0593-21, Upper East Fork Interceptor System (UEFIS) Rehabilitation and Improvements 2022

<b>Description</b>	<b>Amount</b>
Original ESA	\$973,223.00
Prior Additional Services	\$325,607.00
<b>Proposed Additional Services</b>	<b>\$151,900.00</b>
Services by BGE, Inc. to help carry the final design for Project No. 501-0593-21 packages A, B, and C. This will allow for repackaging and reforming the bid documents.	
<b>Revised ESA Amount</b>	<b>\$1,450,730.00</b>

The cumulative amount requested exceeds 25% of the original contract value. NTMWD staff recommend approval of the additional services on this report in lieu of an individual Administrative Memorandum as the design services are nearing completion.

Funding in the amount of \$151,900.00 for Amendment No. 3 to BGE, Inc., is available in the Upper East Fork Interceptor System Construction Funds

- b. Project No. 501-0495-18, Wilson Creek Transfer Force Mains

<b>Description</b>	<b>Amount</b>
Original ESA	\$624,911.00
<b>Prior Additional Services</b>	<b>\$1,072,882.00</b>
Proposed Credit for change orders associated with the pipeline modification at an Atmos pipeline	(\$87,707.00)

crossing and lowering at the grade discrepancy on Amazon property.	
<b>Revised ESA Amount</b>	<b>\$1,610,086.00</b>

The cumulative amount requested exceeds 25% of the original contract value. NTMWD staff recommend approval of the credit on this report in lieu of an individual Administrative Memorandum as the project nears completion.

Funding in the amount of (\$87,707.00) for Amendment No. 9 to Tetra Tech, Inc. (formerly Espey Consultants, Inc., dba RPS), to be credited back to the Upper East Fork Interceptor System Construction Funds

SOLID WASTE SYSTEM

a. None.



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12/18/2025

Consent Agenda Item No. 25C-66

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## **Panther Creek Wastewater Treatment Plant System**

### **Panther Creek Wastewater Treatment Plant (WWTP) Expansion to 15 MGD; Project No. 307-0493-18; Change Order No. 4**

#### **SUBJECT**

Authorize a reduction to the construction contract in the amount of \$5,153,729 to Crossland Heavy Contractors, Inc. for the Panther Creek Wastewater Treatment Plant Expansion to 15 MGD project.

#### **PURPOSE**

This change order authorizes the removal of the Maintenance Building, the removal of the Administration Building Annex, the removal of a portion of paving around the Main Electrical Building area and the removal of the sidewalk along Fields Parkway from the construction contract. In addition, this change order authorizes the relocation of electrical conduits by Coserv that are in conflict with a drainage channel at the site.

#### **RECOMMENDATION**

The Executive Director, NTMWD staff and HDR Engineering, Inc. recommend the Board of Directors authorize a change order as follows:

Contractor: Crossland Heavy Contractors, Inc.

Scope: Change Order No. 4

Project: No. 307-0493-18, Panther Creek Wastewater Treatment Plant Expansion to 15 MGD

Amount: (\$5,153,729) credit

Committee: This will be a Champion Update at the December 17, 2025, Wastewater Committee meeting

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1: High Quality Services 1.2: Successfully Deliver Capital Program
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<input type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Asset Condition
<input checked="" type="checkbox"/> Capacity	<input 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 Panther Creek Wastewater Treatment Plant (WWTP) serves a portion of the City of Frisco. The WWTP currently has a permitted discharge capacity of 10 million gallons per day (MGD) annual average daily flow (AADF). Population growth projections from the City of Frisco indicate that an expansion to the Panther Creek WWTP will be needed to treat the resulting increase in wastewater flows.

**PROJECT PURPOSE**

- Expand the treatment capacity of the Panther Creek WWTP from the current 10 MGD average daily flow to 15 MGD average daily flow with a peak two-hour flow of 45 MGD.
- Population growth projections from the City of Frisco indicate that an expansion to the plant will be needed to treat the resulting increase in wastewater flows.

**PROJECT COMPONENTS**

Construction and/or replacement of the following facilities:

- New peak flow storage tank
- New primary clarifier
- New secondary treatment facilities, including an aeration basin with biological nutrient removal (BNR) capabilities and a secondary clarifier
- Additional primary sludge pumping capacity in the existing Primary Sludge Pump Station
- New return activated sludge (RAS)/waste activated sludge (WAS) pump station
- New tertiary filtration facility
- New ultraviolet (UV) disinfection facility
- New plant water pump station
- New Parshall flume and parallel outfall pipeline
- Plant drain system improvements
- Increased solids dewatering capacity with screw presses

- Optimization of existing sludge storage facilities to improve mixing and odor control.
- Associated sitework, yard piping, electrical feed and distribution, emergency generators, and instrumentation and controls (I&C) work to support the expansion.
- Aesthetics improvements, including odor control and landscaping.
- A new storage/maintenance building with shared space with the City of Frisco.
- Expansion of the existing Administration Building

## PROPOSED CHANGE ORDER

- A new maintenance and storage building shared with the City of Frisco will be removed to lower construction costs.
- Expansion of the existing administration building will be removed to lower construction costs.
- Installation of a public sidewalk along Fields Parkway was requested by the City of Frisco as part of the site plan development and approval. Once construction started it was discovered that the sidewalk was not constructable per the contract documents due to the grading performed for the new Fields Parkway construction. The City of Frisco agreed to remove the sidewalk from the scope of the project as part of the efforts to save on the construction cost.
- Based on the poor soil conditions of the site, all new pavement on the project requires over-excavation and installation of select fill. While excavating the area around the new Main Electrical Building, unknown utilities were discovered in conflict with the subgrade preparation. Following discussions with the City of Frisco Fire Marshall a portion of the paving around the Main Electrical Building is proposed to be removed from the project scope. The removal of the pavement area does not impact the fire lanes.
- One of the new drainage channels to be constructed as part of the project crosses a previously unknown Coserv easement. In agreement with Coserv and the City of Frisco, the Coserv conduits will be lowered at the location of the crossing to meet code clearances. This is an unanticipated construction cost increase.

## CHANGE ORDER NO. 4

Description	Amount	Days
Original Contract Amount	\$170,618,000	1,095
Prior Change Order(s) Total	(\$1,457,575)	25
<b>Proposed Change Order No. 4</b>		
Removal of Maintenance Building (credit)	(\$3,112,226)	0
Removal of Administration Building Annex (credit)	(\$1,924,921)	0
Removal of Fields Parkway Sidewalk outside of WWTP (credit)	(\$69,160)	0

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Removal of a portion of paving around Main Electrical Building (credit)	(\$56,829)	0
Relocation of Coserv electrical conduits in conflict with WWTP drainage channel	\$9,407	0
<b>Proposed Change Order No. 4 Amounts (credit)</b>	<b>(\$5,153,729)</b>	<b>0</b>
<b>Revised Contract Amounts</b>	<b>\$164,006,696</b>	<b>1,120</b>

**FUNDING**

Funding in the amount of (\$5,153,729) will be credited back to the Panther Creek Wastewater Treatment Plant Construction Funds.





12/18/2025

Consent Agenda Item No. 25C-67

## Buffalo Creek Interceptor System

### **Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Mesquite, Texas, for Use of Mesquite Bridge Crossing the East Fork of the Trinity River; Resolution No. 25-64**

#### **SUBJECT**

Authorize Resolution 25-64 authorizing the execution of an Interlocal Cooperation Agreement between the North Texas Municipal Water District and City of Mesquite to authorize the District's use of a bridge and access road owned by the City of Mesquite.

#### **PURPOSE**

NTMWD must acquire an access easement from a private property owner for the Buffalo Creek Parallel Force Main. The Access Easement is primarily located over the existing City of Mesquite Access Easement. City of Mesquite installed a bridge over the East Fork of the Trinity River as well as an access road within its access easement. NTMWD plans to use the bridge and road for access for the construction and future maintenance of the Buffalo Creek Parallel Force Main.

#### **RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors:

- 1) Authorize the Executive Director to execute an Interlocal Cooperation Agreement with the City of Mesquite; and,
- 2) Adopt Resolution 25-64 "*A Resolution Authorizing an Interlocal Cooperation Agreement Between the North Texas Municipal Water District and the City of Mesquite, Texas, For Use of Mesquite Bridge Crossing the East Fork of the Trinity River*".

Consultant: City of Mesquite, Texas

Scope: Execution of Interlocal Cooperation Agreement

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

Amount: N/A

Committee: This will be an item on the December 17, 2025, Real Estate 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 checked="" type="checkbox"/> Operational Efficiency |
| <input type="checkbox"/> Safety                          | <input type="checkbox"/> Administrative                    |
| <input type="checkbox"/> Policy                          | <input type="checkbox"/> Other _____                       |

### **BACKGROUND**

- NTMWD and City of Mesquite (Mesquite) own and operate pipelines within their respective easements within the same parcel of privately-owned property that abuts the eastern boundary of the South Mesquite Regional Wastewater Treatment Plant property.
- Mesquite has a permanent access easement within the same privately-owned property.
- Within the access easement Mesquite constructed, operates, and maintains an access road as well as a bridge, located at the East Fork of the Trinity River, as part of an agreement for operating its utilities.
- NTMWD's proposed construction of an additional pipeline across the same property requires the ability to cross the East Fork of the Trinity River.
- NTMWD has made an offer to acquire the easement for the pipeline as well as the Access Easement from the private property owner.
- NTMWD must obtain permission from Mesquite to use the bridge and access road.

### **INTERLOCAL COOPERATION AGREEMENT**

The Interlocal Cooperation Agreement is attached. General notable terms are as follows:

- City of Mesquite consents to NTMWD's access to the bridge and access road for activities related to its pipeline and facilities.
- NTMWD shall adhere to the Bridge's load rating.
- NTMWD shall be responsible for all damages it causes to the bridge and access road.
- NTMWD must obtain its own access easement on the privately-owned property.

The City of Mesquite City Council approved this agreement and authorized its execution at its October 20, 2025, meeting.

**FUNDING**

None required.

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **RESOLUTION NO. 25-64**

### **A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE NORTH TEXAS MUNICIPAL WATER DISTRICT AND THE CITY OF MESQUITE, TEXAS, FOR USE OF MESQUITE BRIDGE CROSSING THE EAST FORK OF THE TRINITY RIVER**

**WHEREAS**, the North Texas Municipal Water District (NTMWD), a Texas conservation and reclamation district and political subdivision of the State of Texas and the City of Mesquite, Texas, a home-rule municipal corporation operating under the laws of the State of Texas, agree to enter into an interlocal cooperation agreement (ILA); and,

**WHEREAS**, City of Mesquite (City) owns a bridge located over the East Fork of the Trinity River and an access road, both located within an Access Easement conveyed to City by a private property owner; and,

**WHEREAS**, NTMWD's proposed construction of the Buffalo Creek Parallel Force Main on same private property requires use of said bridge and access road; and,

**WHEREAS**, City agrees to NMTWD's use of said bridge and access road upon NTMWD's acquisition of the necessary easements from said private property owner; and,

**WHEREAS**, NTMWD shall adhere to City's terms of use for bridge and access road; and,

**WHEREAS**, it is necessary to execute an Interlocal Cooperation Agreement with the City to outline the obligations of each party.

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

1. There is a public need for, and that the public welfare and convenience are to be served by, the ILA and the construction of the project.
2. The Interlocal Cooperation Agreement with City of Mesquite, Texas, for use of Mesquite Bridge crossing the East Fork of the Trinity River is hereby approved and the Executive Director is authorized to execute said ILA.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR  
MEETING ON DECEMBER 18, 2025, 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. 45-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH NORTH TEXAS MUNICIPAL WATER DISTRICT PERTAINING TO THE DISTRICT'S USE OF THE BRIDGE CROSSING THE EAST FORK OF THE TRINITY RIVER AND RELATED ACCESS ROAD WITHIN THE CITY OF MESQUITE.

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the North Texas Municipal Water District ("NTMWD") is requesting an Interlocal Agreement ("ILA") with the City of Mesquite ("City") for the City's consent to NTMWD's use of the City constructed bridge crossing the East Fork of the Trinity River and related access road; and

WHEREAS, in the ILA, the City consents to NTMWD's access to the bridge and access road to transport equipment, materials, and personnel necessary for the construction and maintenance of pipelines and facilities across property currently owned by Barrel Ranch, LLC, all as depicted in Exhibit "A" to Exhibit 1 hereto, incorporated herein by reference; and

WHEREAS, under the ILA, NTMWD is responsible for all damages to the bridge and road caused by its use, including those by contractors and subcontractors; and

WHEREAS, NTMWD is responsible for obtaining any required easements from Barrel Ranch, LLC, for access; and

WHEREAS, Staff recommends approval of the ILA between the City and NTMWD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

**SECTION 1.** That the City Manager is hereby authorized to finalize and execute the Interlocal Agreement between the City of Mesquite ("City") and the North Texas Municipal Water District ("NTMWD"), attached hereto as **EXHIBIT 1** and made a part hereof, thereby consenting to NTMWD's use the bridge crossing the East Fork of the Trinity River and related access road within the City.

Public Works / ILA w-NTMWD  
October 20, 2025  
Page 2 of 2

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 20th day of October 2025.

Signed by:  
*Daniel Alemán, Jr.*  
D000585317D142B...  
Daniel Alemán, Jr.  
Mayor

ATTEST:  
DocuSigned by:  
*Sonja Land*  
C2518005073F46A...  
Sonja Land  
City Secretary

APPROVED AS TO LEGAL FORM:  
Signed by:  
*David L. Paschall*  
666E18801208434...  
David L. Paschall  
City Attorney

**EXHIBIT 1**

**INTERLOCAL AGREEMENT**

**BETWEEN**

**THE CITY OF MESQUITE**

**AND**

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN**  
**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**AND THE CITY OF MESQUITE, TEXAS**  
**FOR USE ON MESQUITE**  
**BRIDGE CROSSING THE EAST FORK OF THE TRINITY RIVER**

**THIS** Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a Texas conservation and reclamation district (hereinafter referred to as “NTMWD” or “District”) and the **CITY OF MESQUITE, TEXAS**, a home-rule municipal corporation operating under the laws of the State of Texas (hereinafter referred to as “Mesquite”). Individually, NTMWD and Mesquite may be referred to as a “Party,” and collectively, NTMWD and Mesquite may be referred to as “Parties.”

**WHEREAS**, the Interlocal Cooperation Act (the “Act”), codified as Chapter 791 of the Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the governing bodies of each Party find that this project or undertaking is necessary for the benefit of the public and that each Party has the legal authority to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS**, the Parties, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefore only from current revenues legally available to such Party; and

**WHEREAS**, NTMWD and the Mesquite own and operate their separate pipelines within their respective easements across property owned by Barrel Ranch, LLC; and

**WHEREAS**, as a part of operating its utilities across the Barrel Ranch Property, Mesquite reached an agreement with Barrel Ranch, LLC to construct, operate, and maintain a bridge (the “Bridge”) across the East Fork of the Trinity River (Trinity River) and a 15’ access road to provide access to Mesquite pipelines on Barrel Ranch, said Bridge and road are being described and depicted in Exhibit “A” attached hereto; and

**WHEREAS**, NTMWD will be constructing a pipeline across the Barrel Ranch property, which will require the ability to cross the Trinity River; and

**WHEREAS**, NTMWD has requested, and Mesquite is willing to allow NTMWD to use the Bridge and access road for the purpose of inspecting, constructing, installing, maintaining, improving, and replacing the District’s existing and future pipelines located on the Barrel Ranch property.

**NOW THEREFORE**, in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**I  
THE AGREEMENT**

1. Subject to NTMWD's obligations provided herein, including but not limited to paragraph 4 below, the City of Mesquite hereby consents to NTMWD's use of the Bridge and access road as is necessary or convenient to transport equipment, material, and personnel for the construction, inspection, maintenance, repair, or replacement of NTMWD pipelines and facilities (the "**Project**") across the property currently owned by Barrel Ranch, LLC, also being depicted on Exhibit "A" attached hereto.
2. NTMWD shall limit the weight of the trucks, equipment, and material to be transported across the Bridge not to exceed the load rating limits of AASHTO HC-93 Specifications.
3. NTMWD shall be responsible for repairing all damages to the Bridge and road caused by NTMWD, its contractors, and subcontractors using the Bridge and road.
4. NTMWD shall be responsible for obtaining any easements from Barrel Ranch, LLC, required to access the Bridge and road across the Barrel Ranch property. By executing this Agreement, Mesquite is consenting to NTMWD's use of the Bridge and road and is not attempting to convey or grant any rights owned or held by Barrel Ranch, LLC in its property.
5. This Agreement shall be effective from the Effective Date and shall be perpetual.
6. This Agreement shall not be terminated, rescinded, or amended except by an instrument in writing signed by authorized representatives of the Parties. The terms of this Agreement shall be binding upon and inure to the benefit of all Parties and their permitted successors and assigns. Notwithstanding the foregoing, this Agreement terminates on the earlier of December 31, 2026 or upon completion of the Project.
7. Any notice or communication required or permitted hereunder shall be in writing. It shall be deemed to be delivered when actually received or, regardless of whether actually received or not, (i) when deposited with Federal Express, DHL, UPS, or other nationally recognized overnight courier service, (ii) when received if delivered by hand, or (iii) when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the addressee as follows or to such other address as shall hereafter be designated by written notice by the addressee actually received by the other Party at least twenty (20) days before the effective date of the change:

**MESQUITE**

Cliff Keheley  
City Manager  
City of Mesquite  
1515 N. Galloway Avenue  
Mesquite, TX 75149  
972-216-6404 (Telephone)  
ckeheley@cityofmesquite.com

**NTMWD**

Jenna Covington  
Executive Director  
North Texas Municipal Water District  
P.O. Box 2408  
Wylie, TX 75098  
972-442-5405 (Telephone)  
jcovington@ntmwd.com

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 addresses any other address by at least fifteen (15) days' written notice to the Party hereto.


8. Except as otherwise provided in paragraph 3 above, each Party agrees to waive all claims against, to release, and to hold harmless the other Party and its officials, officers, agents, and employees, in both their public and private capacities, for all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action that may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with each respective parties' negligence or actions arising from the use of the Bridge.
9. In the execution of this Agreement, neither Party waives nor intends to waive any immunity or defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.
10. This Agreement represents the entire Agreement between NTMWD and Mesquite concerning the subject matter hereof, superseding all prior negotiations, representations, and/or agreements, whether written or oral. This Agreement may be amended only by a written instrument signed by both Parties.
11. This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and this Agreement is performable in Dallas County, Texas. Any dispute arising under this Agreement shall be exclusively resolved in the state courts and federal courts of Dallas County, Texas.
12. The provisions of this Agreement are severable, and if any court shall ever hold any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of

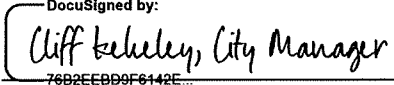
this Agreement to other persons or circumstances will not be affected by that. This Agreement will be construed as if it had never contained such invalid or unconstitutional portion therein.

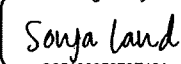

13. This Agreement shall not be assigned in whole or in part without the prior written consent of both Parties.
14. This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that this Agreement shall not be construed more favorably for either Party based on the presumption that either Party drafted it.
15. The undersigned officers and/or agents of the Parties hereto are the duly authorized officials and have the necessary authority to execute this Agreement on behalf of the Party they represent.

*The Balance of this page is left blank intentionally.  
Signatures on following page.*

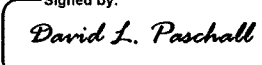
**EXECUTED** in duplicate originals this 5 day of November, 2025.

**CITY OF MESQUITE, TEXAS** 

By:   
Cliff Keheley, City Manager  
BS

**ATTEST:**  
  
Sonya Land  
City Secretary 

**APPROVED AS TO FORM:**

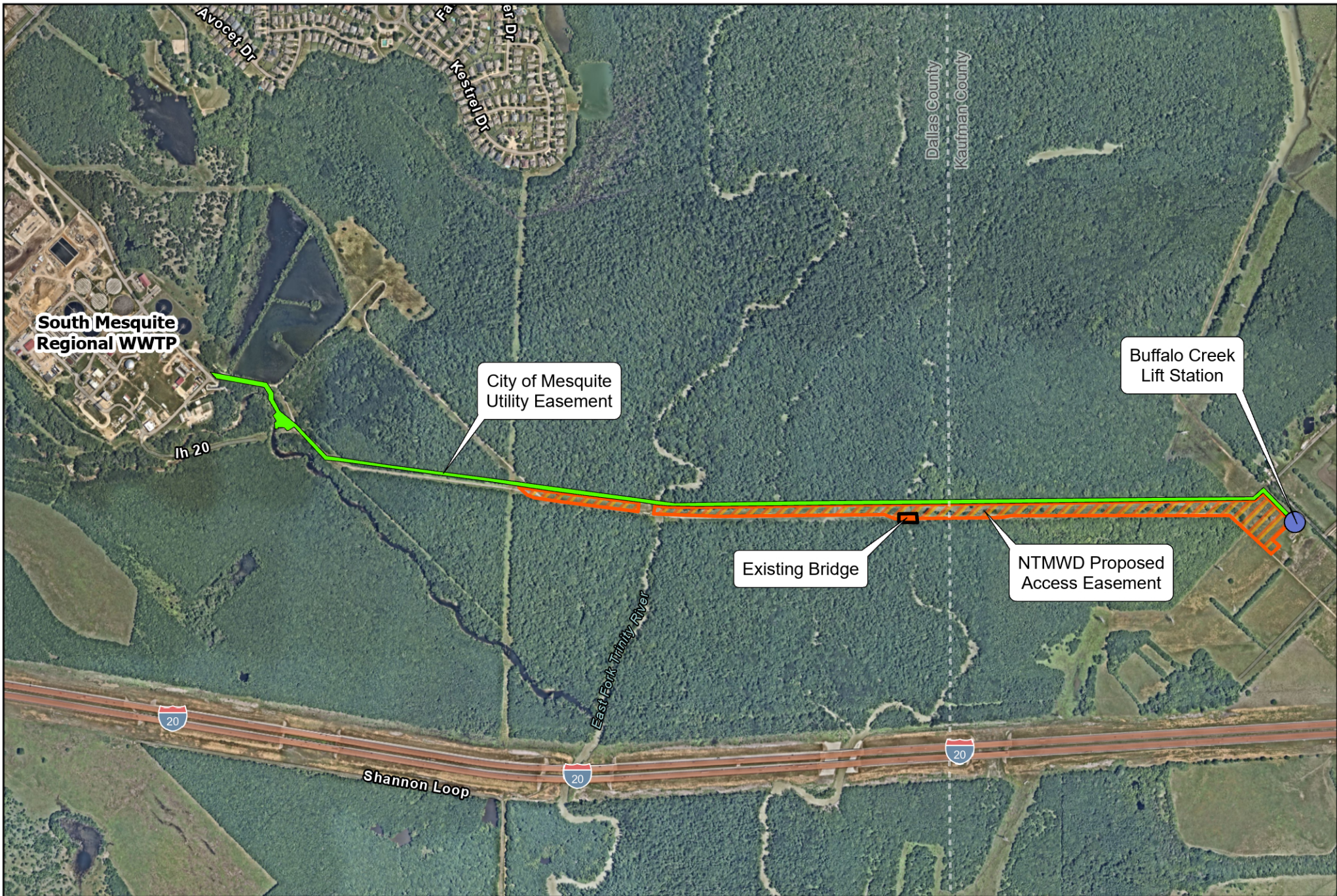
  
David L. Paschall  
Senior Assistant City Attorney

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Jennafer Covington, Executive Director

Approved as to form:

\_\_\_\_\_  
Lewis L. Isaacks





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12/18/2025

Consent Agenda Item No. 25C-68

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## Regional Water System

### Shiloh System Ground Storage Tank; 101-0472-17; Resolution No. 25-63; Property Acquisition Program

#### **SUBJECT**

Adopt Resolution No. 25-63 authorizing an amendment to the current property acquisition program to add a permanent easement for this project.

#### **PURPOSE**

The Shiloh Ground Storage Tank shall connect to the Plano West Side Pipeline on the eastern side of Custer Road. Additional easement is required between Custer Road right-of-way and the NTMWD Plano West Side Pipeline easement.

#### **RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors:

- 1) Authorize the Executive Director to amend a previously executed property acquisition program for the Shiloh System Ground Storage Tank, Project No. 101-0472-17, to add a permanent easement; and,
- 2) Adopt Resolution No. 25-63, *"A Resolution Authorizing the Use of Eminent Domain to Acquire Property for the Shiloh System Ground Storage Tank, Project No. 101-0472-17, and Delegating Authority to Initiate Condemnation Proceedings to the NTMWD Executive Director,"*

Consultant: N/A

Scope: Property acquisition and support services necessary for the construction of a ground storage tank

Project: No. 101-0472-17, Shiloh System Ground Storage Tank

Amount: N/A

Committee: This will be a Champion Update at the December 17, 2025, Real Estate Committee meeting

**DRIVER(S) FOR THIS PROJECT**

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

**BACKGROUND****PROJECT PURPOSE**

- Ad Memo 5417 and Resolution No. 19-32 (June 2019) authorized the acquisition of property for the Shiloh System Ground Storage Tank (GST) site with a budget of \$1,423,500.
- Issues arose that eliminated this site from consideration. A new site was selected and presented to the March 2021 Real Estate Committee.
- Ad Memo 23-5953 and Resolution No. 23-35 (September 2023) authorized the acquisition of another property for the Shiloh System Ground Storage Tank (GST) site with an additional budget of \$1,600,000, resulting in a total budget of \$3,023,500.
- The site has been acquired.
- The GST will connect to NTMWD's Plano West Side Pipeline, located on the eastern side of Custer Road.
- The Plano West Side Pipeline easement is in proximity to, but does not abut, the Custer Road right-of-way boundary.
- An additional permanent easement is required for the project.
- Existing funds are sufficient for this acquisition.

**FUNDING**

None required.

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **RESOLUTION NO. 25-63**

### **A RESOLUTION AUTHORIZING THE USE OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE SHILOH SYSTEM GROUND STORAGE TANK, PROJECT NO. 101-0472-17, AND DELEGATING AUTHORITY TO INITIATE CONDEMNATION PROCEEDINGS TO THE NTMWD EXECUTIVE DIRECTOR**

**WHEREAS**, the NTMWD Board of Directors previously authorized a property acquisition program for the Shiloh System Ground Storage Tank, Project No. 101-0472-17 (Project) with a budget of \$1,423,500, by Administrative Memorandum No. 5417 and Resolution No. 19-32; and,

**WHEREAS**, issues arose that eliminated the site for consideration and a new site was selected and presented to the Real Estate Committee in March 2021; and,

**WHEREAS**, the NTMWD Board of Directors amended the property acquisition program, authorizing the acquisition of the new site and additional funding of \$1,600,000, by Administrative Memorandum No. 23-5953 and Resolution No. 23-35, resulting in a total budget of \$3,023,500; and,

**WHEREAS**, the Shiloh Ground Storage Tank must connect to NTMWD's Plano West Side Pipeline; and,

**WHEREAS**, additional easement is needed to accommodate this work; and,

**WHEREAS**, it is necessary to proceed with the acquisition of permanent easement required for the construction, operation, and maintenance of the Project improvements; and,

**WHEREAS**, it may be necessary to acquire the property and easements required for the Project through the use of eminent domain in the event negotiations are unsuccessful; and,

**WHEREAS**, adequate funding exists for the Project at this time.

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

1. There is a public need for and that the public welfare and convenience are to be served by the construction of the improvements associated with the Shiloh System Ground Storage Tank, Project No. 101-0472-17 (Project) to serve the water needs of the District's member and customer cities.
2. It is in the best interest and is necessary to acquire the permanent easement necessary for the construction of the improvements for the Project at the general location as generally described in Exhibit "A" attached hereto, and incorporated by reference herein, to provide the area required for prosecution of the work, and operation, maintenance, repair, and other such purposes as may be required to provide for the continual and uninterrupted operation of the pipeline facilities.
3. The power to initiate eminent domain proceedings is hereby delegated to the Executive Director and she is hereby authorized to take all steps necessary to acquire the easements

for the Project; including the hiring of negotiators, appraisers, Title Company, and attorneys.

4. The Executive Director is authorized to employ the firm of Saunders, Walsh & Beard, Attorneys and Counselors, to represent the NTMWD in these land transactions, including filing of Petitions for Condemnation on properties when the Executive Director determines the property cannot be secured through negotiations and after issuance of a final offer letter in accordance therewith.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON DECEMBER 18, 2025, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.**

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**KEITH STEPHENS, Secretary**

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**DAVID HOLLIFIELD, President**

**(SEAL)**





12/18/2025

Administrative Memorandum No. 25-6213

## Executive Director/General Manager Evaluation and Compensation Amendment

### **SUBJECT**

Discuss Executive Director/General Manager (ED/GM) annual evaluation and consider approval of Resolution No. 25-59 amending compensation for the ED/GM and Resolution No. 25-60 authorizing the fixed contribution allocation formula for the 401(a) plan of the North Texas Municipal Water District.

### **PURPOSE**

In accordance with the Board Policies Manual Section 2.4 ED/GM Annual Evaluation Process and Section 2.5 Executive Compensation, the Board must perform an annual evaluation of the ED/GM. Likewise, any changes in the compensation as a result of the annual evaluation must be approved by the Board.

### **RECOMMENDATION**

Committee: This item was reviewed by the Executive Committee on December 3, 2025.

### **DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	2.1 Effective Business Practices
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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 _____

This item contains two resolutions.

- Resolution 25-59 amends the annual salary of the ED/GM.
- Resolution 25-60 authorizes a contribution to the ED/ GM's 401(a) deferred benefits plan.

Sarah Glaser with Lloyd Gosselink will present this item in Executive Session. Ike Obi, Director of Human Resources, will be also available for questions from the Board regarding compensation.

### **FUNDING**

Funding for the compensation increase and 401(a) contribution, if the Board desires to make a 401 (a) contribution, is funded in the Fiscal Year 2025-2026 Annual Budget adopted in September 2025.

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **RESOLUTION NO. 25-59**

### **A RESOLUTION AUTHORIZING AMENDMENTS TO THE COMPENSATION OF THE EXECUTIVE DIRECTOR/GENERAL MANAGER**

**WHEREAS**, the Executive Director/General Manager (ED/GM) position is of vital importance to the execution of the administration and operation of the District; and,

**WHEREAS**, the Board, having completed the process of evaluating the ED/GM as prescribed by Section 2.4 of the Board Policies Manual; and,

**WHEREAS**, the Board of Directors is responsible for establishing and amending the base compensation of the ED/GM in accordance with Section 2.5 of the Board Policies Manual.

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

1. Effective December 22, 2025, the ED/GM's base compensation will be increased by \_\_\_\_\_ percent (\_\_\_\_%) of current base compensation, payable in increments in accordance with the regular payroll schedule of the District.

**THIS RESOLUTION PASSED BY THE NTMWD BOARD OF DIRECTORS ON THIS  
THE 18th DAY OF DECEMBER 2025.**

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

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

**(SEAL)**

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **RESOLUTION NO. 25-60**

### **A RESOLUTION AUTHORIZING THE FIXED CONTRIBUTION ALLOCATION FORMULA FOR THE 401(A) PLAN OF THE NORTH TEXAS MUNICIPAL WATER DISTRICT TO THE EXECUTIVE DIRECTOR/GENERAL MANAGER, EFFECTIVE JANUARY 1, 2026**

**WHEREAS**, the NTMWD Board of Directors has established, authorized, and implemented the 401(a) Defined Contribution Plan of the North Texas Municipal Water District; and,

**WHEREAS**, the NTMWD Board of Directors most recently amended and restated the adoption agreement and plan document through Resolution No. 24-39 on September 26, 2024.

#### **NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVE THAT:**

1. Effective January 1, 2026, the contribution to the Plan by the North Texas Municipal Water District on behalf of the Executive Director/General Manager shall be a fixed contribution with fixed allocation formula consisting of \_\_\_\_% of Plan Compensation for the period covering January 1, 2026 through December 31, 2026.
2. The Executive Director/General Manager shall have the authority to establish the fixed contribution with a fixed allocation formula consisting of a set percentage of Plan Compensation on an annual basis for the Assistant General Managers and General Counsel commencing on January 1, 2026.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A  
REGULAR MEETING ON DECEMBER 18, 2025, IN THE ADMINISTRATIVE OFFICES  
OF THE NTMWD, WYLIE, TEXAS.**

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**KEITH STEPHENS, Secretary**

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**DAVID HOLLIFIELD, President**



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12/18/2025

Administrative Memorandum No. 25-6214

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## **Regional Water System**

### **South Transmission System New Pipeline; Project No. 101-0676-25; Engineering Services Agreement - Final Engineering**

#### **SUBJECT**

Authorize funding in the amount of \$3,250,000 to Hazen and Sawyer for an engineering services agreement for the final design of the South Transmission System New Pipeline project.

#### **PURPOSE**

Increase water transmission system capacity in the South Transmission System by constructing a new pipeline from the existing 42-inch Tawakoni Water Treatment Plant (WTP) to the 20-inch Kaufman water supply pipeline in order to accommodate growth of the following regional customers: Gastonia Scurry Special Utility District (SUD), College Mound SUD, Becker-Jiba SUD, and North Kaufman Water Supply Corporation (WSC).

#### **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:	Hazen and Sawyer
Scope:	Final Engineering Design
Project:	No. 101-0676-25, South Transmission System New Pipeline
Amount:	\$3,250,000
Committee:	This item was discussed at the November 19, 2025, Water Committee meeting

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	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**

A feasibility study was conducted as part of the NTMWD Project No. 101-0588-21, Water Transmission System CIP Update on the South Transmission System Pipeline. The evaluation included updated water demand projections for four customer entities: Gastonia-Scurry Special Utility District (SUD), College Mound SUD, Becker-Jiba SUD, and North Kaufman Water Supply Corporation (WSC). A hydraulic analysis was conducted to determine an improvement alternative that is feasible and cost-effective. The purpose was to identify recommended improvements to provide adequate water supply to the requested delivery points.

**PROJECT PURPOSE**

- Final design of approximately 37,500 linear feet (LF) of 42-inch water transmission pipeline from the Tawakoni WTP to Terrell 42-inch pipeline, and finally to the Kaufman 20-inch water supply pipeline to increase transmission system capacity and resiliency as recommended by the feasibility study.
- The planning level estimated construction cost of the project is \$32,661,000.

**PROJECT COMPONENTS**

- Approximately 37,500 LF of 42-inch pipeline, including tunneling.

**BASIC SERVICES**

- Final Design Services
- Bid Phase Services

**SPECIAL SERVICES**

- Survey
- Subsurface Utility Engineering
- Geotechnical Engineering
- Corrosion Protection
- Cultural & Archaeological Services
- Permitting
- Texas Water Development Board (TWDB) State Water Implementation Fund for Texas (SWIFT) Funding Coordination

- Easement Acquisition Services
- Transient Analysis
- TCEQ Coordination

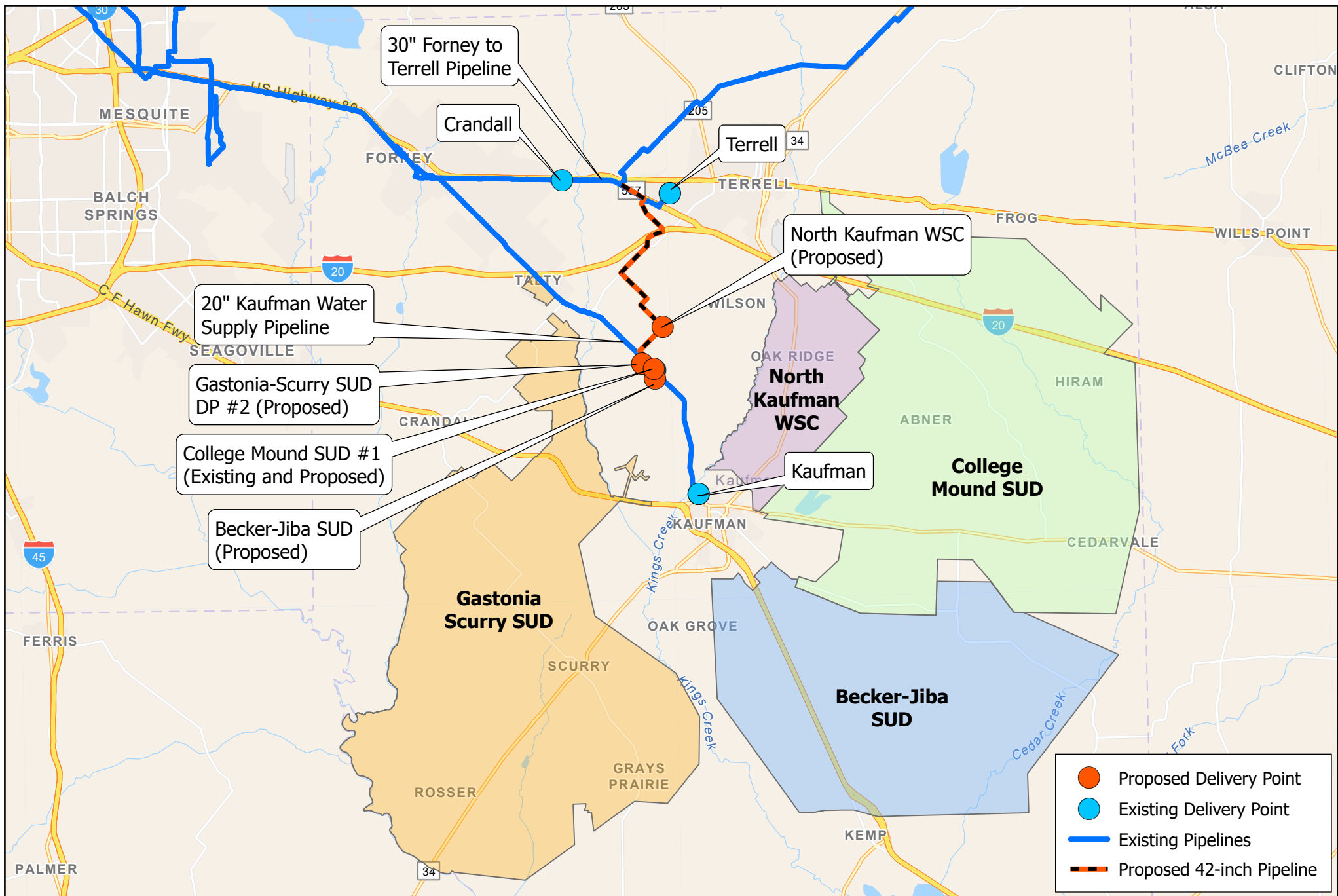
**ENGINEERING SERVICES FEE**

<b>Description</b>	<b>Amount</b>
Basic Services	\$1,361,000
Special Services	\$1,889,000
<b>Requested Amount</b>	<b>\$3,250,000</b>

**FUNDING**

The Greater Texoma Utility Authority (GTUA) will pay the project's capital costs through funding from the Texas Water Development Board's (TWDB) State Water Implementation Fund for Texas (SWIFT) program and service the debt. The customers have entered into an agreement with GTUA for repayment of the debt.

Funding in the amount of \$3,250,000 to Hazen and Sawyer is to be made available in the Regional Water System Capital Improvement Fund, contingent upon receipt of funds from GTUA.





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12/18/2025

Administrative Memorandum No. 25-6215

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## Regional Water System

### Wylie Campus Administrative Facilities; Project No. 101-0680-25; Owner Advisor Services Agreement

#### **SUBJECT**

Authorize funding in the amount of \$650,000 to Freese and Nichols, Inc. for an Owner Advisor services agreement for the Wylie Campus Administrative Facilities Program.

#### **PURPOSE**

The purpose of this project is to address the long- and short-term personnel growth and operational space needs by constructing new and renovating existing facilities at the Wylie Campus. An Owner Advisor with expertise to provide planning, technical, procurement, and management services related to a collaborative delivery project is needed for the successful delivery of the program.

#### **RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute an owner advisor services agreement as follows:

Consultant:	Freese and Nichols, Inc. (FNI)
Scope:	Owner Advisor Services
Project:	No. 101-0680-25, Wylie Campus Administrative Facilities
Amount:	\$650,000
Committee:	This item was discussed at the November 19, 2025, Water Committee meeting

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1 High-Quality Services 4.1 Highly skilled workforce
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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 checked="" type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input checked="" type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND****PROJECT PURPOSE**

- A 10-year employee projection was developed utilizing actual District data and American Water Works Association benchmarking information.
- Projections showed roughly 320 new employees needed by 2035, including all departments and facility locations.
- Seven different alternatives were evaluated to accommodate long- and short-term growth in District personnel located at the Wylie campus.
- The best-value alternative is to construct a new building adjacent to the existing Environmental Services Building and implement the expansion plan for the existing Water Operations Building.

**OWNER'S ADVISOR SERVICES AGREEMENT**

An Owner Advisor (OA) is recommended for this project due to the commercial vertical construction type of project and limited staff resources. The OA will advise NTMWD on the Progressive Design Build (PDB) collaborative delivery method and make recommendations to support the planning, technical, procurement and management of the program. The OA will provide the additional expertise needed to effectively manage the project delivery process, including design review, cost evaluation, and coordination between the Owner, Engineer, and PDB. NTMWD will rely on the OA to facilitate communication, track progress, and ensure the project team's work aligns with project goals throughout design and construction of the project. This collaboration helps maintain quality, minimize cost, and keep the project on schedule while allowing NTMWD to make informed decisions throughout each phase of the project.

- Evaluation of space needs and review of the new Administrative Directive regarding new facilities
- Develop a conceptual site and floor plans for the Water Operations building expansion and the new building
- Review of contract documents: PDB Agreement, General and Supplementary Conditions
- Develop a project budget and a schedule
- Support NTMWD on the procurement of PDB and recommend award of contract

**BASIC SERVICES**

- Conceptual plan for buildings and parking areas
- Development of PDB contract documents and coordination of legal review
- Developing PDB firm procurement documents: Request for Qualifications and Request for Cost Proposals, interviews, and supporting the District in the selection of a firm
- Develop Project Budget
- Project Management and coordination - Provide staff augmentation with a Project manager to support the District team delivering this special project

**CONSULTANT SELECTION PROCESS**

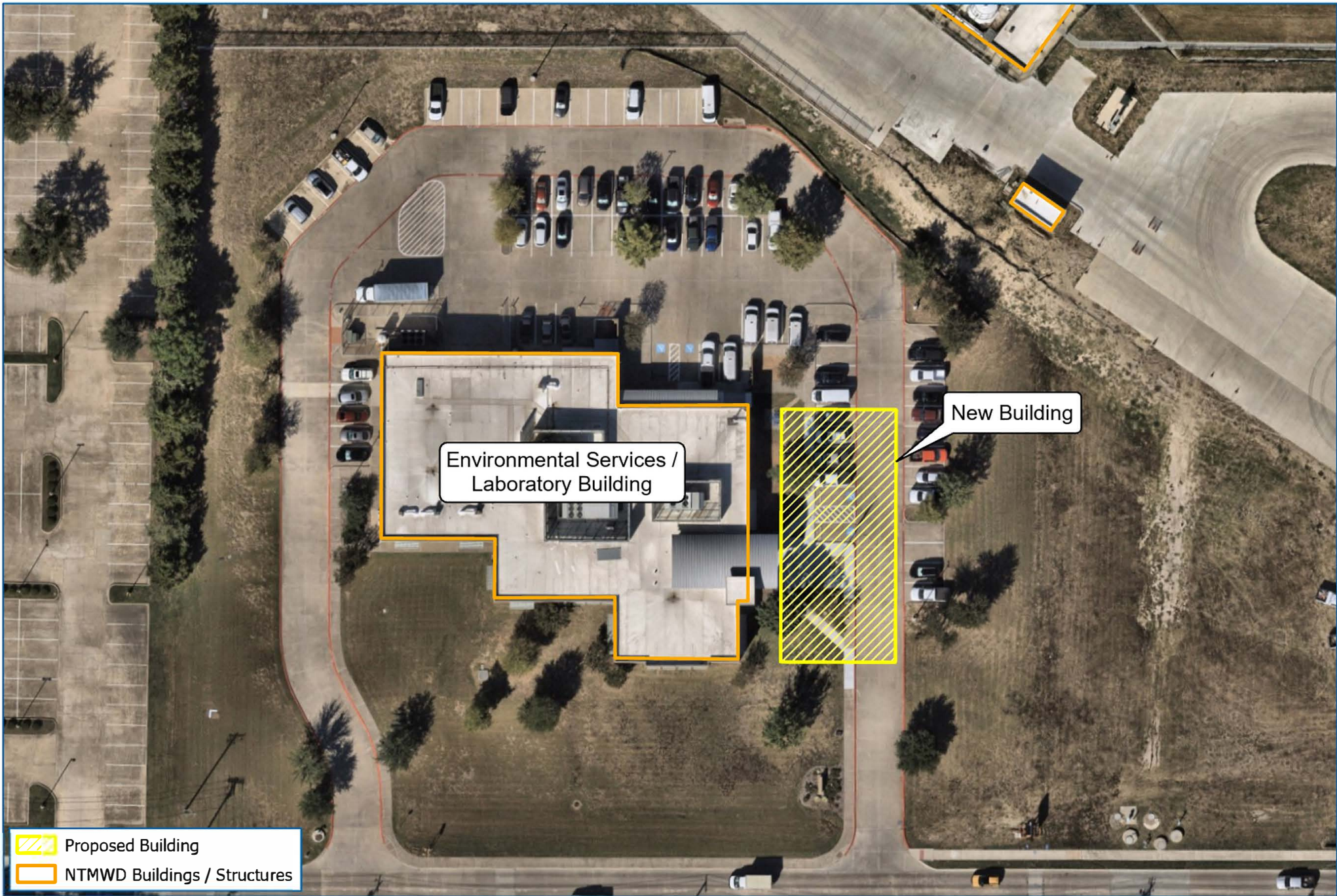
- A total of 2 engineering firms, AECOM and FNI, were interviewed to provide Owner's Advisor services for the Trinity WRF; AECOM was selected and recommended for that project. With the motivation to award this project soon and only 2 firms responding to the previous Request for Proposals, the engineering team recommended FNI as a highly qualified firm for this project.

**OWNER'S ADVISOR SERVICES FEE**

<b>Description</b>	<b>Amount</b>
Basic Services	\$650,000
Special Services (not applicable to this agreement)	\$0.00
<b>Requested Amount</b>	<b>\$650,000</b>

**FUNDING**

Funding in the amount of \$650,000 to Freese and Nichols, Inc. is to be made available from the Regional Water System Capital Improvement Fund.







12/18/2025

Administrative Memorandum No. 25-6216

## Regional Wastewater System

### **Floyd Branch Regional Wastewater Treatment Plant (RWWTP) Peak Flow and Ultraviolet (UV) Improvements, Project No. 301-0610-22; Tabulation of Bids, Award of Contract, Engineering Services Agreement, and Authorize Inspection Services**

#### **SUBJECT**

Authorize award of a construction contract in the amount of \$36,981,000 to Felix Construction Company, authorize an engineering services agreement with CDM Smith, Inc., in the amount of \$761,868 for construction phase engineering services and authorize internal inspection services in the amount of \$720,540.

#### **PURPOSE**

The purpose of this project is to address wet weather flows and limitations of the existing facilities to ensure meeting the discharge permit during a peak flow event.

#### **RECOMMENDATION**

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

Contractor:	Felix Construction Company
Consultant:	CDM Smith, Inc.
Scope:	Construction Contract, Engineering Services During Construction, and Internal Inspection Services
Project:	No. 301-0610-22; Floyd Branch RWWTP Peak Flow and UV Improvements
Amount:	Construction Contract: \$36,981,000 Engineering Services During Construction: \$761,868 Internal Inspection Services: \$720,540
Committee:	This will be an item on the December 17, 2025, Wastewater Committee meeting agenda

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1 High Quality Services 1.4 Reliable and Resilient Systems
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<input 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 checked="" type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

**BACKGROUND****PROJECT PURPOSE**

- The Floyd Branch RWWTP serves the City of Richardson and was originally built in 1952. The RWWTP currently has Texas Commission on Environmental Quality (TCEQ) permit limits of 4.75 million gallons per day (MGD) for annual average daily flow (AADF) and 10 MGD for peak two-hour flow (P2HF).
- The Master Plan for the Floyd Branch RWWTP performed by Plummer Associates, Inc. (NTMWD Project No. 301-0546-19) indicates the AADF is not expected to increase.
- This project consists of two phases. The construction contract for phase I, which included improvements to the Ultraviolet disinfection system, was awarded in May 2023 by Administrative Memorandum No. 5915. Phase I is on schedule to be completed in January 2026. The construction contract for phase II, which includes improvements to the peak flow system, is now being presented for the Board's consideration under this Administrative Memorandum.
- Increases in peak flows will be handled by a peak flow storage system, which will be sized based upon historical wet weather events.

**PROJECT COMPONENTS**

- Construct process-related improvements, including:
  - Headworks
  - Influent Pump Station
  - Wastewater Treatment Screens
  - Peak Flow Storage Tank
- Demolition of abandoned facilities

**TABULATION OF BIDS**

Sealed bids were received at 2:00 p.m. on Thursday, November 6, 2025, as tabulated below:

<b>Bidder</b>	<b>Total Bid</b>	<b>Recommendation</b>
Felix Construction Company	\$36,981,000	Lowest responsible bid Recommended for Award
Harper Brothers Construction, LLC	\$57,589,000	
ENGINEER'S OPINION OF PROBABLE COST	\$38,100,000	

#### LOWEST RESPONSIBLE BIDDER HISTORY

Felix Construction Company has successfully completed or is currently constructing several similar projects for the NTMWD:

- Project No. 101-0572-20, North Garland Ground Storage Tank (currently in construction)
- Project No. 101-0338-13, Meter Vault Standardization, Set Point Control, Phase III; completed in May 2025
- Project No. 309-0609-22, Stewart Creek West Wastewater Treatment Plant Primary Clarifier and Blower Improvements; completed in May 2025

Based on their standing as the lowest responsible bidder, the information provided, and reports by the supplied references, the NTMWD staff and CDM Smith, Inc., recommend award of the contract to Felix Construction Company.

#### ENGINEERING SERVICES AGREEMENT

Engineering services during construction for the Floyd Branch RWWTP Peak Flow Improvements are based on a planned 25-month construction duration in the amount of \$761,868. These services include:

- Monthly project management and coordination
- Review of shop drawing submittals, request for information, proposed change orders, and operation and maintenance (O&M) manuals
- Review the contractor's monthly progress payment requests
- Site visits and construction meetings
- Startup assistance and substantial and final completion observations
- Development of record drawings and updated equipment list
- Participate in factory acceptance testing and functional demonstration testing

#### INSPECTION SERVICES

NTMWD will utilize its own inspection staff to cover all inspection tasks. The cost to NTMWD related to this internal inspection coverage is estimated at \$720,540.

**FUNDING**

Funding in the amount of \$36,981,000 to Felix Construction Company, \$761,868 to CDM Smith, Inc., and \$720,540 for NTMWD Internal Inspection Services will be made available utilizing the Regional Wastewater System Extendable Commercial Paper (ECP) Program as the appropriation source; issuance of ECP notes will occur as cash needs arise.





12/18/2025

Administrative Memorandum No. 25-6217

## Regional Wastewater System

### **Rowlett Creek Regional Wastewater Treatment Plant Peak Flow Management Improvements, Phase II; Project No. 301-0471-17; Construction Manager At-Risk Work Authorization No. 1**

#### **SUBJECT**

Authorize funding in the amount of \$20,281,346 to Archer Western Construction, LLC, Construction Manager At-Risk (CMAR), for Work Authorization No. 1 for the Rowlett Creek Regional Wastewater Treatment Plant (RWWTP) Peak Flow Management Improvements, Phase II. This includes all associated CMAR fees, construction support costs and contingencies.

#### **PURPOSE**

The CMAR has submitted a Work Authorization No. 1 for the Train A Diffusers and Air Piping Improvements to meet anticipated loading demands and treatment capacity. Future amendments will be presented to the Board as remaining work authorization packages are developed, procured, and evaluated.

#### **RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute Work Authorization No. 1 to the Construction Manager At-Risk as follows:

CMAR: Archer Western Construction, LLC (Archer Western)

Scope: Construction, Rowlett Creek RWWTP Work Authorization No. 1

Project: No. 301-0471-17, Rowlett Creek Regional Wastewater Treatment Plant Peak Flow Management Improvements, Phase II

Amount: Work Authorization No. 1: \$20,281,346

Committee: This will be an item on the December 17, 2025, Wastewater Committee meeting agenda

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1: High Quality Services 1.4: Reliable and Resilient Systems
----------------------	---

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

**BACKGROUND****PROJECT PURPOSE**

- The Rowlett Creek Regional Wastewater Treatment Plant (RWWTP) serves the cities of Plano and Richardson and has the capacity to treat 24 million gallons per day (MGD) annual average flow and 77.5 MGD peak 2-hour flow.
- In 2014, preliminary engineering efforts determined that a phased expansion to achieve peak flow capacity of 120 MGD at Rowlett Creek RWWTP has lower overall capital and operating costs than providing conveyance redundancy and further peak flow expansion to Wilson Creek RWWTP. The peak flow improvements will ultimately increase the peak flow capacity to 120 MGD through phased improvements.
- Phase I construction, Project No. 301-0328-13, was completed in 2023 and increased the peak flow capacity of the treatment plant from 60 to 77.5 MGD. Phase II will increase the peak flow capacity to 95 MGD by implementing improvements to the existing treatment facilities. A planned future Phase III will increase the peak flow capacity to 120 MGD by the installation of a secondary clarifier and associated improvements.

**PROJECT COMPONENTS**

- Renewal of Junction Box No. 1 and associated manholes and piping
- Additional pumping capacity at the Wet Weather Pump Station
- Additional pumping capacity and rehabilitation to the Plano Lift Station
- New Train A Blower Building
- Conversion of aeration basins to a step feed process at Train A and Train B
- Train A secondary clarifiers rehabilitation and capacity improvements, including new return activated sludge (RAS) pumping
- Ferric sulfate storage and feed facility
- New filtration facility with disc filters
- New ultraviolet light (UV) disinfection facility
- New reuse water pump station with sodium hypochlorite feed
- New effluent flow metering structure
- New outfall pipe

- New generators for backup power
- New solids building
- Temporary dewatering building/future storage and maintenance building
- Demolition of the existing thickening building, dewatering building, maintenance and chemical storage building, truck load out bays, and lime storage and feed systems
- Sitework, yard piping, electrical and supervisory control and data acquisition (SCADA) system improvements to support new components. SCADA system improvements include a fiber optic network around the RWWTP to create a ring architecture

**Work Authorization No. 1 - Train A Diffuser and Air Piping Improvements**

- Selective demolition within Train A Aeration Basins 1 and 2.
- Dewatering and grit removal within Train A Aeration Basins 1 and 2 to perform diffuser improvements and structural repair.
- Construction of air piping, pipe supports, and diffuser improvements.
- Builder's Risk Insurance for 5 years

The total 100% CMAR estimate for this work authorization included herein totaled \$8 million, with 310 days to reach substantial completion. The Builder's Risk Insurance is for the entire project duration.

The Fixed Construction Support Costs and Time Sensitive Construction Support Costs are shown as presented in the original contract awarded in July 2025. The Fixed Support Costs represent the CMARs proposed cost for the total project scope of work estimated to be \$300M and the proposed duration of 5 years. The Time Sensitive Construction Support costs are presented here for a 12-month duration to complete the work included in Work Authorization No. 1.

The following table details the costs of the bid work package, CMAR Construction Support Costs, CMAR Contingency, and the CMAR fee.

<b>Major Scope of Work Description - Work Authorization No. 1</b>	<b>Lump Sum Amount</b>
Work Authorization 1 - Train A Diffuser and Air Piping Improvements Cost of Work	\$7,400,000
CMAR Fees (8.0% of the Work Package 1 Cost of Work)	\$592,000
CMAR Contingency for Work Authorization No. 1 (based on Risk Register)	\$249,000
Owner Contingency for Work Authorization No. 1 (based on Risk Register)	\$148,122
<b>Total Cost of Work plus Fees and Contingency</b>	<b>\$8,389,122</b>

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Fixed Construction Support Costs (for project estimate cost of \$300M and 5-year duration - one-time authorization)	\$8,123,800
Time Sensitive Construction Support Costs (12 months for Work Authorization No. 1)	\$3,768,424
<b>Work Authorization No. 1</b> (Sum of Total Cost of Work, CMAR Fees, and Construction Support Costs)	<b>\$20,281,346</b>

Attachment A provides the Total Contract Price Summary

### **FUNDING**

Funding in the amount of \$20,281,346 to Archer Western Construction, LLC is to be made available utilizing the Regional Wastewater System Extendable Commercial Paper (ECP) Program as the appropriation source. Issuance of ECP notes will occur as cash needs arise.

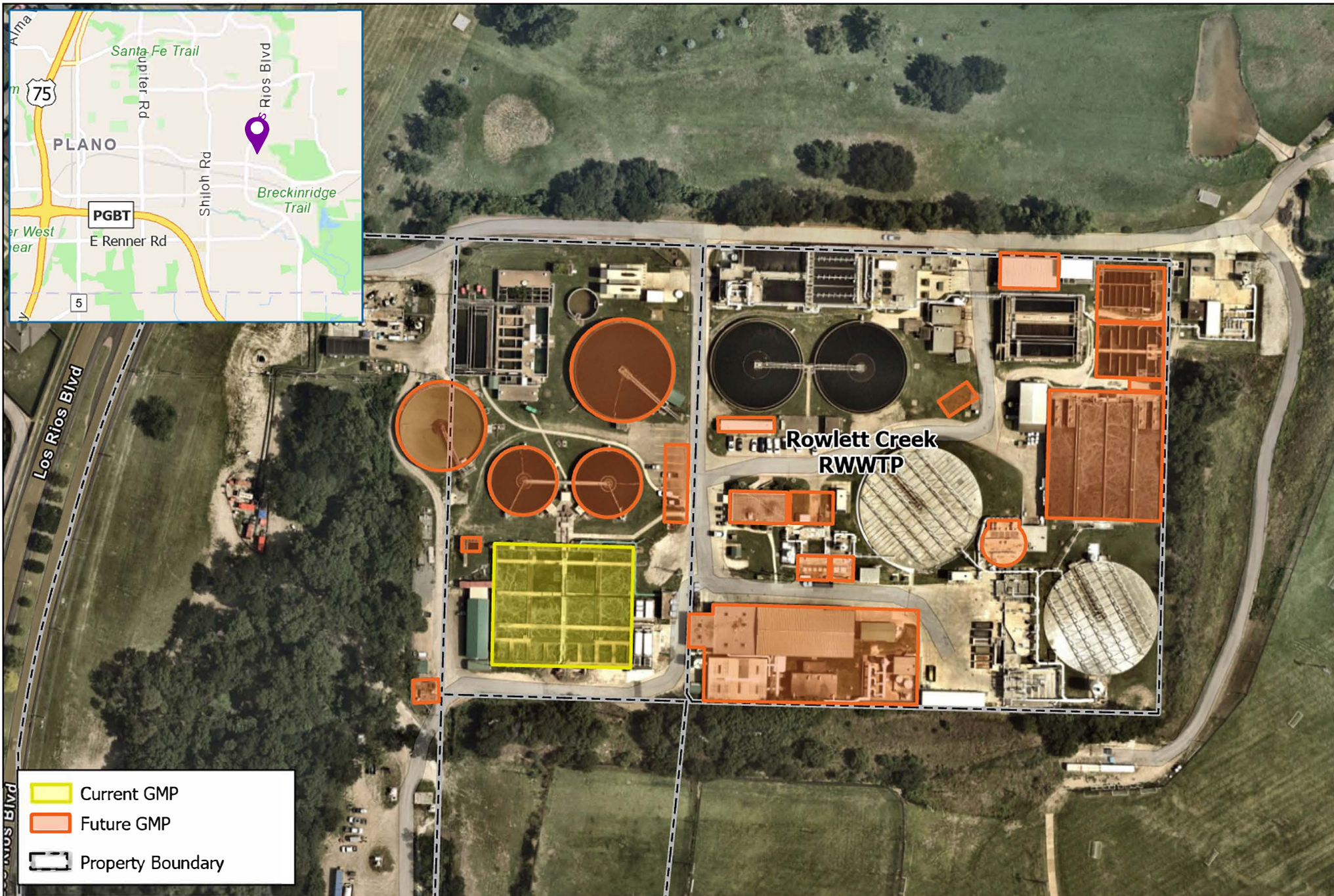
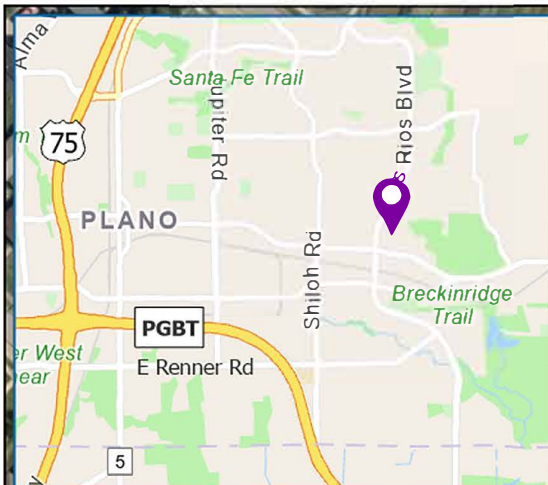
## NORTH TEXAS MUNICIPAL WATER DISTRICT

### Rowlett Creek Regional Wastewater Treatment Plant Peak Flow Management Improvements, Phase II; Project No. 301-0471-17; Construction Manager At-Risk Work Authorization No. 1

#### ATTACHMENT A

<b>TOTAL CONTRACT PRICE SUMMARY</b>	
The total contract price includes a summary of all construction costs, which is the sum of all construction work, pre-negotiated pre-construction and procurement services fee, general conditions, contingency, and CMAR construction services fee.	
<b>Total Contract Price – Rowlett Creek Regional Wastewater Treatment Plant Peak Flow Management Improvements, Phase II</b>	
Pre-Construction Services Fee	\$1,796,725
Procurement Services Fee	\$588,190
Work Authorization No. 1 Cost of Work	\$7,400,000
General Conditions (@8% of construction costs)	\$592,000
Fixed Construction Support Costs	\$8,123,800
Time Sensitive Construction Support Costs @ 12 months	\$3,768,424
CMAR Contingency	\$249,000
Owner Contingency	\$148,122
<b>Total Contract Price – Rowlett Creek Regional Wastewater Treatment Plant Peak Flow Management Improvements, Phase II</b>	<b>\$22,666,261</b>

<b>CONTRACT AMENDMENT SUMMARY</b>		
<b>ROWLETT CREEK REGIONAL WASTEWATER TREATMENT PLANT PEAK FLOW MANAGEMENT IMPROVEMENTS, PHASE II</b>		
<b>Description</b>	<b>Status</b>	<b>Amount</b>
Original Agreement - Partial Pre-Construction and Procurement Services Fee	Board Approved	\$2,384,915
<b>Work Authorization No. 1</b>	<b>Current Request</b>	<b>\$20,281,346</b>
<b>Total Contract Price</b>		<b>\$22,666,261</b>





12/18/2025

Administrative Memorandum No. 25-6218

## Regional Wastewater System & Buffalo Creek Interceptor System

**Trinity East Fork Regional Water Resource Recovery Facility, Project No. 301-0678-25; Buffalo Creek Lift Station and Transfer Force Main Improvements, Project No. 507-0679-25; Owner Advisor Services Agreement**

### **SUBJECT**

Authorize funding in the amount of \$7,466,000 to AECOM Technical Services, Inc. for an Owner Advisor services agreement for the Trinity East Fork Regional Water Resource Recovery Facility (RWRRF) and the Buffalo Creek Lift Station and Transfer Force Main Improvements projects.

### **PURPOSE**

A new Trinity East Fork RWRRF is needed to serve growth in the region beyond the capacity of the South Mesquite Creek Regional Wastewater Treatment Plant. An Owner Advisor with expertise to provide planning, technical, procurement, and management services related to a collaborative delivery project is needed for the successful delivery of the program.

### **RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute an owner advisor services agreement as follows:

Consultant: AECOM Technical Services, Inc.

Scope: Owner Advisor Services

Project: No. 301-0678-25, Trinity East Fork Regional Water Resource Recovery Facility  
No. 507-0679-25, Buffalo Creek Lift Station and Transfer Force Main Improvements

Amount: \$7,130,000, Trinity East Fork Regional Water Resource Recovery Facility  
\$336,000, Buffalo Creek Lift Station and Transfer Force Main Improvements

Committee: This will be an item on the December 17, 2025, Wastewater Committee meeting agenda

### **DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1 High Quality Services 1.4 Reliable and Resilient Systems
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<input 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 Lower East Fork Regional Water Resource Recovery Facility Conceptual Study, Project No. 301-0598-21, identified a location for a future wastewater treatment plant to meet the growth needs of the Regional Wastewater System beyond the capacity of the South Mesquite Creek Regional Wastewater Treatment Plant (RWWTP). The property has been acquired, and the facility has been renamed to Trinity East Fork RWRRF to align with the conventional discharge location naming convention. Flow projections indicate growth will exceed the existing annual average treatment capacity between 2031 and 2034.

### **PROJECT PURPOSE**

- A new 12 million gallon per day (MGD) Trinity East Fork Regional Water Resource Recovery Facility is needed by 2031 to serve growth in the region beyond the capacity of the South Mesquite Creek Regional Wastewater Treatment Plant.
- Initial conveyance improvements are needed to divert flows from the Buffalo Creek Lift Station through a new Buffalo Creek Transfer Force Main to Trinity East Fork RWRRF. Ultimately flows from the Buffalo Creek Interceptor System, Forney Mustang Creek Interceptor System, and Lower East Fork Interceptor System will need to be redirected to the Trinity East Fork RWRRF to meet growth projections.
- The planning level estimated construction cost for the program exceeds \$500 million.

### **OWNER ADVISOR SERVICES AGREEMENT**

An Owner Advisor (OA) is recommended for this project due to its large scale, urgency, and limited staff resources. The OA will advise NTMWD on the Progressive Design Build collaborative delivery method and make recommendations to support the planning, technical, procurement and management of the program. The OA will provide the additional expertise needed to effectively manage the project delivery process, including design review, cost evaluation, and coordination between the Owner, Engineer, and Progressive Design Builder. NTMWD will rely on the OA to facilitate communication, track progress, and ensure the project team's work aligns with project goals throughout design and construction of the project.

This collaboration helps maintain quality, minimize costs, and keep the project on schedule while allowing NTMWD to make informed decisions throughout each phase.

#### INITIAL OWNER ADVISOR SERVICES

Owner Advisor services prior to the procurement of the Progressive Design-Builder (PDB). The initial services expected for 2026 include:

- Project management support
  - Owner advisor support, project administration, project management plan
  - Project controls, Project Management Information System integration, & document controls management
  - Public outreach, graphic support & technical writing
- Planning phase support
  - Cost estimating & OPCC cost models
  - State and federal funding support
- Progressive design-build procurement phase support
  - Market sounding
  - PDB procurement implementation plan and procurement services
  - Develop PDB procurement documents, contracts, and agreements
  - Agreement negotiation
- Engineering design support
  - Project definition and criteria development
  - Conceptual (10%) design submittals and workshops
- Regulatory and permitting support
  - TCEQ permitting assistance
  - Environmental, archaeological, cultural, hydrologic, & hydraulic services
- Special services
  - Survey: LiDAR, topographic, boundary, tree, and stream cross sections
  - Easement legal descriptions, platting, and acquisition support
  - Subsurface utility engineering
  - Geotechnical investigations and reports
  - Independent cost estimator verification
  - Design-Build Institute of America workshops and partnering workshops

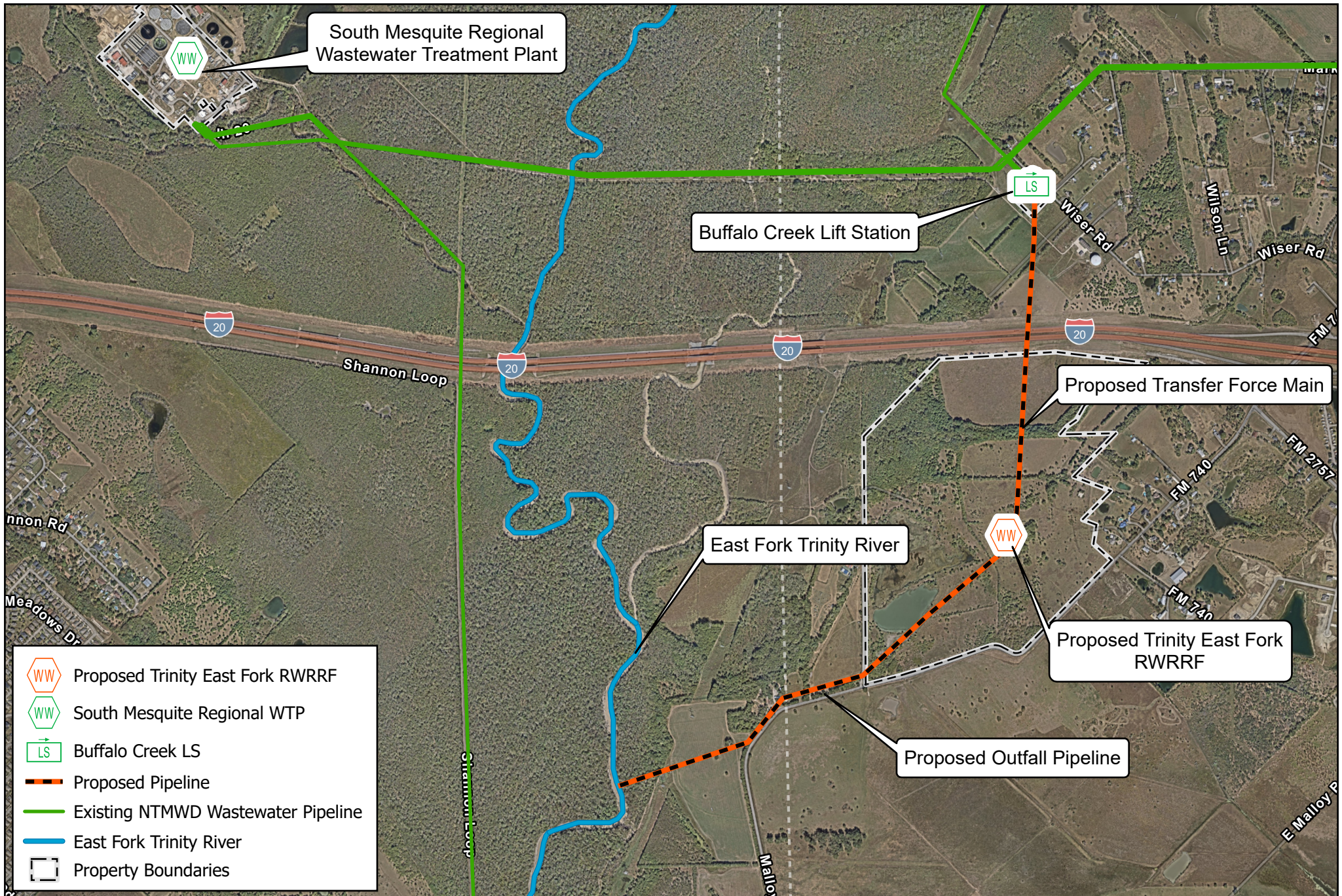
AECOM Owner Advisor Services	\$5,007,300
Subconsulting Services	\$1,504,250
Contracted Services	\$954,450
Total Amount	\$7,466,000

There will be future amendments with the Owner Advisor to request funding for the pre-construction stage of the PDB services and the construction phase OA services.

**FUNDING**

Funding in the amount of \$7,130,000 to AECOM Technical Services Inc. for Project No. 301-0678-25 is to be made available in the Regional Wastewater System Extendable Commercial Paper (ECP) Program as the appropriation source; issuance of ECP notes will occur as cash needs arise.

Funding in the amount of \$336,000 to AECOM Technical Services Inc. for Project No. 507-0679-25 is to be made available in the Buffalo Creek Interceptor System Construction Funds.





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12/18/2025

Administrative Memorandum No. 25-6219

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## Buffalo Creek Interceptor System

### Buffalo Creek Lift Station No. 2; Project No. 507-0639-24; Tabulation of Bids, Award of Contract, and Inspection Services

#### **SUBJECT**

Authorize award of a construction contract to Urban Infraconstruction, LLC in the amount of \$32,219,360 and authorize internal inspection services in the amount of \$805,560 for Buffalo Creek Lift Station No. 2 project.

#### **PURPOSE**

The purpose of this project is to increase wastewater conveyance capacity in the Buffalo Creek Interceptor System to accommodate growth in Forney, Heath, and Rockwall.

#### **RECOMMENDATION**

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

Contractor:	Urban Infraconstruction, LLC
Scope:	Construction Contract and Internal Inspection Services
Project:	No. 507-0639-24, Buffalo Creek Lift Station No. 2
Amount:	Construction Contract: \$32,219,360 Internal Inspection Services: \$ 805,560
Committee:	This will be an item on the December 17, 2025, 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 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**

- The 2021 Buffalo Creek Interceptor System Capacity Assessment & Assurance report identified the need for additional capacity in the Buffalo Creek System to meet projected demand growth in the cities of Forney, Heath and Rockwall.
- A 2023 Feasibility Analysis for Conveyance Alternatives Report recommends a new Buffalo Creek Lift Station No. 2 to convey flows from the Buffalo Creek Interceptor System to the new headworks at the South Mesquite Creek Regional Wastewater Treatment Plant (RWWTP). To meet projected growth demands, the new lift station would need to be in service by the end of 2027.
- In February 2024 (Administrative Memorandum No. 24-5993), the Board authorized the preliminary and final engineering services for the design of a new 32 million gallon per day (MGD) Buffalo Creek Lift Station No. 2 to convey projected flows to the South Mesquite Creek RWWTP. Electrical equipment on the market currently has long lead times. Both the specified generator and switchboard have an estimated delivery lead time of nearly 2 years.
- In July 2025 (Administrative Memorandum No. 25-6159), the Board authorized the early electrical equipment procurement package in advance of this main construction package of the lift station. The purpose was to procure the electrical equipment months prior to the main construction package award to support the project's substantial completion by November 2027.

**PROJECT COMPONENTS**

- New generator and switchboard
- New 32 MGD capacity lift station on the existing Buffalo Creek Lift Station site

## TABULATION OF BIDS

Sealed bids for construction were received at 2:00 p.m. on Thursday, November 13th, 2025, as tabulated below:

<b>Bidder</b>	<b>Total Bid</b>	<b>Recommendation</b>
Urban Infraconstruction, LLC	\$32,219,360	Lowest responsible bid Recommended for Award
Archer Western Construction, LLC	\$34,857,718	
BAR Constructors, Inc.	\$38,560,438	
Crescent Constructors, Inc.	\$49,584,959	
Thalle Construction Co., Inc.	\$60,772,500	
ENGINEER'S OPINION OF PROBABLE COST	\$41,772,742	

## LOWEST RESPONSIBLE BIDDER HISTORY

Urban Infraconstruction, LLC has successfully completed projects for the NTMWD:

- Project No. 501-0658-25, Lower Rowlett Creek Lift Station Structural Repairs (completed September 2025)

Urban Infraconstruction, LLC is currently in progress on the following projects for the NTMWD:

- Project No. 501-0616-22, Beck Branch, Prairie Creek and Renner Road Lift Stations Improvements
- Project No. 301-0606-22, Wilson Creek Regional Wastewater Treatment Plant Primary Clarifiers, UV and Centrifuge Improvements

Urban Infraconstruction, LLC has been a subcontractor to general contractors working on the following past NTMWD projects:

- Project No. 301-0328-13, Rowlett Creek Regional Wastewater Treatment Plant Peak Flow Management Improvements, Phase I, subcontractor to Pepper Lawson Waterworks, LLC (completed June 2023)
- Project No. 101-0375-14, Wylie Water Treatment Plant I Rapid Mix and Sedimentation Improvements, subcontractor to Eagle Contracting, L.P. (completed March 2021)
- Project No. 310-0450-17, Muddy Creek Wastewater Treatment Plant Aeration Basin, Odor Control, and Backup Improvements, subcontractor to Eagle Contracting, L.P. (completed January 2021)

Urban Infraconstruction, LLC has also done construction for other utility companies located within the state of Texas:

- City of Bells Wastewater Treatment Plant
- City of Kemp Water Treatment System Improvements
- City of Midland Water Pollution Control Plant, Secondary Treatment Upgrades

Based on their standing as the lowest responsible bidder, the information provided, and reports by the supplied references, the NTMWD staff and Carollo Engineers, Inc. recommend award of the contract to Urban Infraconstruction, LLC.

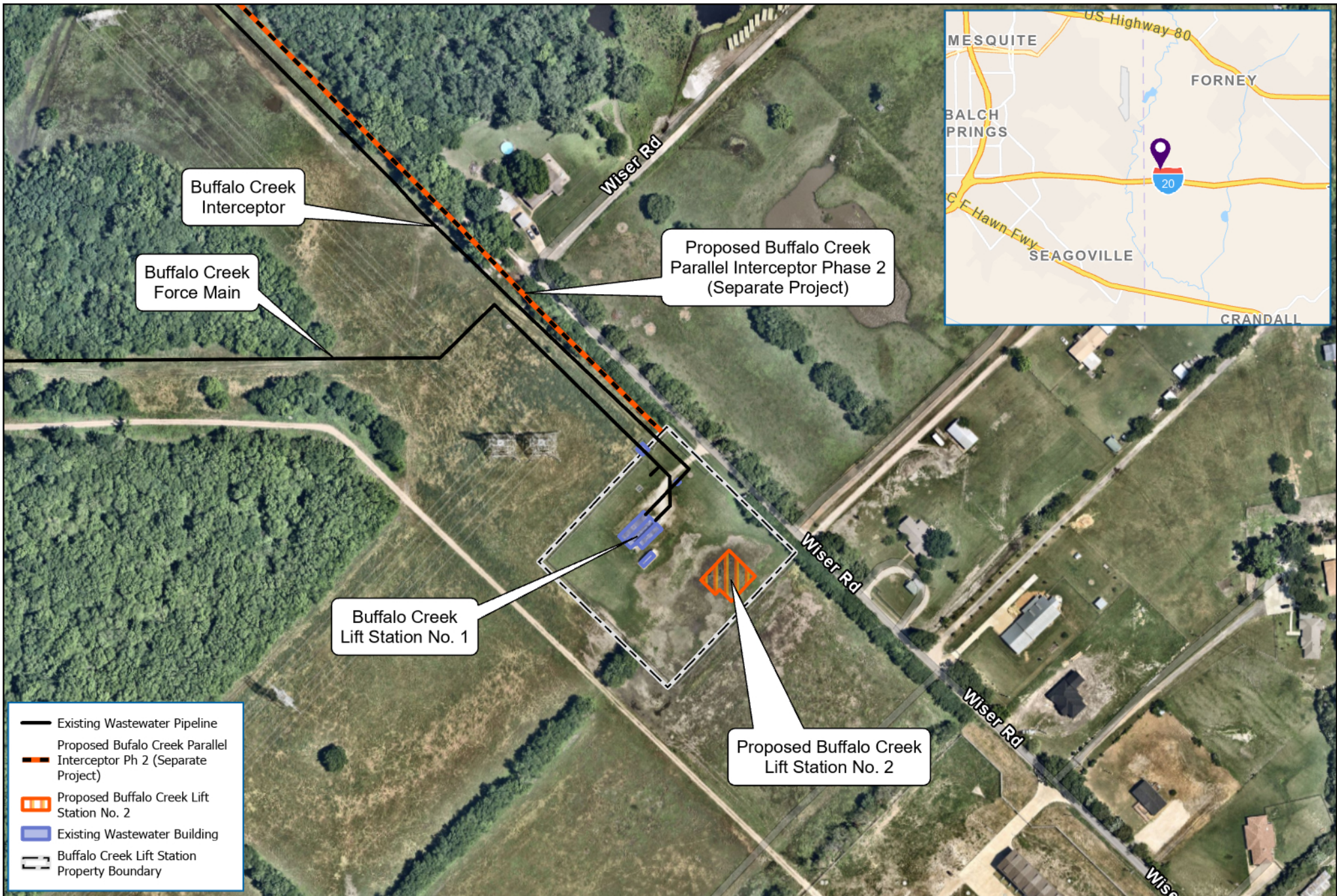
#### INTERNAL INSPECTION SERVICES

NTMWD will utilize its own inspection staff to cover all inspection tasks. The cost to the NTMWD related to this internal inspection coverage is approximately \$805,560.

#### **FUNDING**

Funding in the amount of \$32,219,360 to Urban Infraconstruction LLC is to be made available in the Buffalo Creek Interceptor System Clean Water State Revolving Fund Program contingent upon Texas Water Development Board approval of the contract and release of funding.

Funding in the amount of \$805,560 for NTMWD Internal Inspection Services is to be made available from the Buffalo Creek Interceptor System Construction Funds.





12/18/2025

Administrative Memorandum No. 25-6220

## Upper East Fork Interceptor System

**Tickey Creek Force Main; Project No. 501-0637-24; Tickey Creek Lift Station; Project No. 501-0638-24; Engineering Services Agreement, Final Engineering**

### **SUBJECT**

Authorize funding in the amount of \$7,038,900 to AECOM Technical Services, Inc. for an engineering services agreement for final design of the Tickey Creek Force Main and Tickey Creek Lift Station projects.

### **PURPOSE**

The purpose of this project is to increase wastewater conveyance capacity serving growth in Princeton.

### **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:	AECOM Technical Services, Inc.
Scope:	Final Engineering Design
Project:	No. 501-0637-24, Tickey Creek Force Main No. 501-0638-24, Tickey Creek Lift Station
Amount:	\$3,537,800.00, Tickey Creek Force Main \$3,501,100.00, Tickey Creek Lift Station
Committee:	This will be an item on the December 17, 2025, 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****PROJECT PURPOSE**

- The Upper East Fork Interceptor System (UEFIS) Regional Capacity Assurance Phase 3 Report, dated November 1, 2023, recommended increased wastewater conveyance to meet the accelerated growth and increased flow projections serving Princeton.
- The Capacity Assurance recommended redirecting most of Princeton's future flows to the Sister Grove Regional Water Resource Recovery Facility (RWRRF) for treatment through a combination of new lift stations and force mains.
- The preliminary design report recommends a 40 MGD lift station, expandable to 80 MGD, with a single 42-inch pipeline, a future lift station expansion to 80 MGD with a second parallel force main, and a future 4.9 MG peak flow storage tank.
- The planning level estimated cost for the Tickey Creek Force Main is \$61,000,000.
- The planning level estimated cost for the Tickey Creek Lift Station is \$78,000,000.

**PROJECT COMPONENTS****Tickey Creek Force Main**

- Approximately 42,000 linear feet (LF) of a single 42-inch pipeline from the new Tickey Creek Lift Station to Sister Grove RWRRF.
- Approximately 42,000 LF of fiber optic line to provide communication between the Tickey Creek Lift Station and the Sister Grove RWRRF.

**Tickey Creek Lift Station**

- New 40 MGD lift station, expandable to 80 MGD, with odor control system
- Flow diversion structures and discharge meter vault
- Floodplain mitigation and site development
- Replacement of the existing roof at the current Princeton Lift Station
- Demolition and closure of the original (decommissioned) Princeton Lift Station

**BASIC SERVICES**

- Project management, coordination and design review workshops
- Hydraulic modeling, physical modeling and floodplain study
- Final engineering design services for the lift station and force main
- Bid phase services

**SPECIAL SERVICES**

- Topographic and tree survey
- Subsurface utility engineering
- Geotechnical engineering
- Federal Emergency Management Agency (FEMA) map revision
- Radio path study
- Additional environmental evaluation

**ENGINEERING SERVICES FEE****Tickey Creek Force Main**

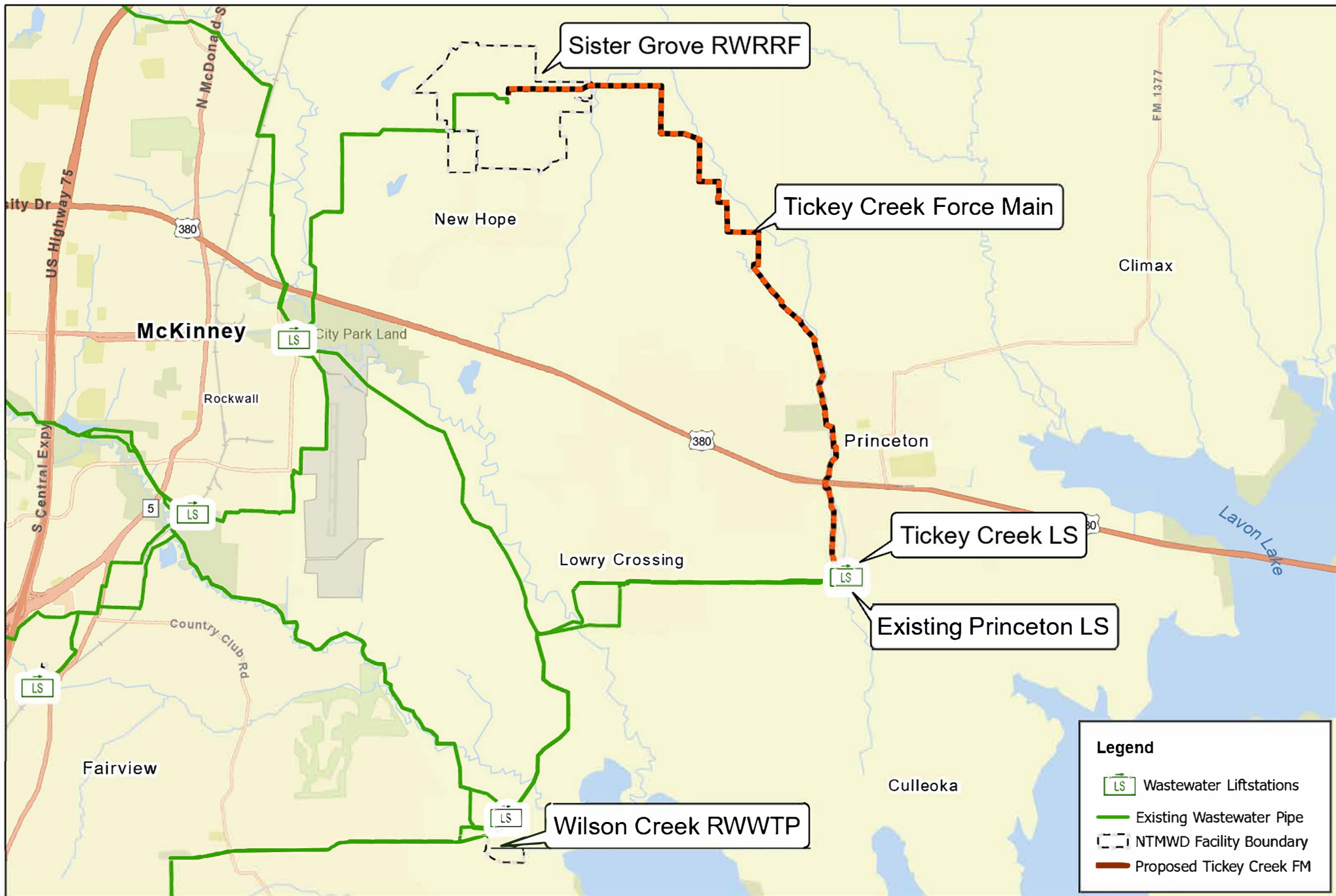
<b>Description</b>	<b>Amount</b>
Basic Services	\$2,715,100
Special Services	\$822,700
<b>Requested Amount</b>	<b>\$3,537,800</b>

**Tickey Creek Lift Station**

<b>Description</b>	<b>Amount</b>
Basic Services	\$3,356,100
Special Services	\$145,000
<b>Requested Amount</b>	<b>\$3,501,100</b>
<b>Total Requested Amount</b>	<b>\$7,038,900</b>

**FUNDING**

Funding in the amount of \$7,038,900 to AECOM Technical Services, Inc. is to be made available utilizing the Upper East Fork Interceptor System Construction Funds.





12/18/2025

Administrative Memorandum No. 25-6221

## Regional Water System

### Settlement Agreement Between North Texas Municipal Water District, New West Developers LLC and New West Land LLC

#### SUBJECT

Authorize Executive Director to execute settlement agreement in the amount of \$246,067 with New West Developers LLC and New West Land LLC to address impacts on NTMWD property adjacent to Bois d'Arc Lake caused by unauthorized vegetation clearing along the Bois d'Arc Lake Shoreline.

#### PURPOSE

This settlement agreement will require New West Developers LLC and New West Land LLC (collectively "New West") to continue restoration activities and provide payment to NTMWD for past restoration costs and long-term impacts to NTMWD property and Bois d'Arc Lake caused by their trespass and unauthorized clearing activities.

#### RECOMMENDATION

The Executive Director, NTMWD staff and Saunders, Walsh, and Beard recommend the Board of Directors authorize the Executive Director to execute a settlement agreement with New West Developers LLC and New West Land LLC, as follows:

Entity: New West Developers LLC and New West Land LLC

Scope: Settlement Agreement (Reimbursement for remedial actions by NTMWD and one-time payment to NTMWD)

Payment Amount: \$246,067

Committee: This will be an item on the December 17, 2025, Real Estate Committee agenda.

**DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.1 High Quality Services 1.4 Reliable and Resilient Systems
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<input type="checkbox"/> Regulatory Compliance	<input type="checkbox"/> Asset Condition
<input 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**

- Bois d'Arc Lake (the Lake) is a water supply reservoir developed to meet the needs of the NTMWD's Member Cities and Customers.
- Given the importance of the Lake as a significant public water supply source for the NTMWD, the NTMWD Board of Directors adopted Resolution 20-53 Authorizing the Adoption, Implementation and Enforcement of the Bois d'Arc Lake Shoreline Management Plan (the "Plan") to protect and manage the Lake shoreline, protect and maintain water quality within the Lake, promote the safe use of the shoreline and waters by the general public, and allow for some recreational uses to support the economy of Fannin County.
- The Plan establishes guidelines and standards for public and private uses and improvements on NTMWD-owned property along the Bois d'Arc Lake shoreline
- In December 2023, Administrative Memorandum 23-5974 authorized amendments to the Plan to reflect current administrative systems and processes, update agreement templates, and provide additional guidance to future applicants seeking approval for certain shoreline uses and improvements
- NTMWD owns all lands around the perimeter of the Lake below elevation 541' mean sea level (MSL) in fee simple (i.e., the Lake shoreline)
- New West Land LLC owns approximately 100 acres adjacent to the Lake shoreline, which is being developed by its affiliate, New West Developers LLC, for residential use. These entities are referred to collectively as "New West".
- In June 2024, individuals working on behalf of New West cleared trees and other vegetation on approximately 3.1 acres of NTMWD property without authorization.
- Upon discovery by NTMWD staff of the unauthorized vegetation modification, a cease and desist letter was sent to New West by NTMWD legal counsel directing them to halt all activities on the NTMWD property and to submit a plan to restore the NTMWD property.
- In January 2025, NTMWD filed a complaint with the Texas Commission of Environmental Quality (TCEQ) that New West failed to implement their Stormwater Pollution Prevention Plan (SWPPP), stormwater controls, and the controls installed had not been maintained.

- After multiple requests by NTMWD, New West did not provide a restoration plan. Consequently, NTMWD employed its own consultants and contractors to develop and implement a restoration plan.
- The purpose of the restoration plan was to restore damaged NTMWD property and to protect the water quality of the Lake.
- In February of 2025, contractors working on behalf of NTMWD began to implement the restoration plan to restore NTMWD property and install measures to protect water quality.
- In addition to the cost of the activities provided by NTMWD to restore the land and protect water quality, New West has agreed to provide a one-time payment to NTMWD in consideration of the long-term impacts to wildlife habitat and water quality caused by their unauthorized activities, as well as the staff time and resources incurred by NTMWD in dealing with this matter.
- In order to memorialize these actions, NTMWD staff and New West have discussed the execution of a settlement agreement.

### **SETTLEMENT AGREEMENT PROVISIONS**

New West shall pay NTMWD the total sum of \$246,067 for restoration activities and ecological impacts, including:

- Reimbursement in the amount of \$176,067 for actions taken by NTMWD to restore its property and to protect the water quality of the Lake, including costs for development of a restoration plan, construction activities to restore damaged areas, installing storm water prevention measures to protect water quality and legal fees incurred by NTMWD to address this matter.
- Payment in the amount of \$70,000 in consideration of the long-term impacts to wildlife habitat and water quality.
- New West agrees to remedy all TCEQ SWPPP violations that directly or indirectly affected NTMWD Property and the Lake.
- New West assumes obligation for all further restoration and monitoring activities on NTMWD property needed to protect the Lake that shall survive this settlement.
- New West will have completed its obligations under the Settlement Agreement when NTMWD authorizes written approval of acceptance of permanent conditions on New West's adjacent property that protect against future damages.
- NTMWD shall provide New West right of entry to NTMWD property to accomplish additional maintenance activities as needed to protect NTMWD property and the Lake when authorized by NTMWD.
- New West shall grant NTMWD right of entry to their property so as to allow for easier access by NTMWD to monitor activities.
- New West shall release, indemnify, and hold harmless NTMWD.
- The settlement agreement will substantially conform to the attached draft, with certain exhibits to be included prior to execution.

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12/18/2025

Administrative Memorandum No. 25-6221

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**FUNDING**

Proceeds from the Settlement Agreement will be credited to the Regional Water System 2025-26 Annual Operating Budget.

## **SETTLEMENT AGREEMENT**

1. This Agreement is entered into between the **NORTH TEXAS MUNICIPAL WATER DISTRICT, TEXAS** ("NTMWD"), **NEW WEST DEVELOPERS LLC** ("NWD"), and **NEW WEST LAND LLC** ("NWL") for the purpose of resolving those certain claims held by NTMWD against NWD, related to NWD's trespass and removal of vegetation from NTMWD's property located in Fannin County, Texas in or around June 2024. In this Agreement, NTMWD, NWD and NWL are referred to collectively as "the Parties" and individually as a "Party." The effective date of this Agreement (the "Effective Date") is the date last signed by a party below.

2. NWL is the owner of approximately 100 acres in Fannin County ("NWL's Property") adjacent to NTMWD property on the shoreline of Bois d'Arc Lake (the Lake). NTMWD owns fee simple title to the Lake and also owns and holds a Flood and Flowage Easement ("Easement") adjacent to its fee simple property along the Lake shore. NTMWD's Lake property and Easement are referred to collectively as the "NTMWD Property" herein. In or around June 2024, NWD entered onto the NTMWD Property and conducted clearing activities by which trees and vegetation were removed and fill added on and within NTMWD Property without NTMWD's consent (the "Occurrence").

3. NTMWD sustained damages to its property and the Lake which resulted

in erosion, loss of wildlife habitat, and damage to the ecological system of the Lake. In order to restore NTMWD's Property to its condition prior to the trespass, NTMWD was required to hire contractors to perform the restoration work. As a result, NTMWD incurred costs in the amount of \$176,067.00. Additionally, NTMWD has sustained damage for the loss of mature trees and ecological impacts to the Lake and District Property in the minimum amount of \$70,000 (the "Ecological Damages"). The Parties desire to settle and resolve the disputes that have arisen between them regarding NWD's actions described above and the damages that resulted to NTMWD's Property. Simultaneously with the execution of this Agreement, NWD shall pay NTMWD the total sum of \$246,067.00 (the "Settlement Payment") for the cost of remedial actions performed by NTMWD or third parties authorized by NTMWD to protect NTMWD property and the Lake and for the Ecological Damages set forth above.

4. The Settlement Payment shall be paid as follows: (a) One payment of \$123,033.50 due on or before December 31, 2025; (b) one payment of \$61,516.75 due on or before March 31, 2026; and (c) one payment of \$61,516.75 due on or before June 30, 2026. The Settlement Payment obligations shall be memorialized in a promissory note in the form attached hereto as **Exhibit A**, and shall be secured by a deed of trust on real property owned by NWL in the form attached hereto as **Exhibit B**.

5. Further, as a material inducement for entering into this Agreement, NWD agrees to remedy all Texas Commission of Environmental Quality (TCEQ) Storm Water Pollution Prevention Plan (SWPPP) violations set forth in the TCEQ Incident Number 435358 letter referencing Investigation No. 2054166 and to promptly remedy any other SWPPP violations for which NWD receives notice from TCEQ. In addition, NWD shall provide NTMWD with copies of all communications from TCEQ regarding SWPPP violations within seven (7) days of receipt.

6. Further, as an additional material inducement for entering into this Agreement, NWD hereby assumes the responsibility for monitoring and maintaining at the expense erosion control measures currently in place on the NTMWD Property, including revegetation work on an as-needed basis for purposes of such erosion control, through December 31, 2026. Monitoring shall be done on a monthly basis.

7. The Parties acknowledge that as part of its efforts to remediate and restore the NTMWD Property, NTMWD paid for the preparation of the Bois D'Arc Lake Restoration Plan attached hereto as **Exhibit "C"** (the "Restoration Plan"). As of the Effective Date of this Agreement, NTMWD has already performed the work described in Paragraphs 2.0, 2.1 and 2.2 of the Restoration Plan.

8. The Parties further agree that in exchange for the \$70,000 Ecological Damages portion of the Settlement Payment, NWD will provide the erosion control monitoring and maintenance on the NTMWD Property described in Paragraph 5

above. However, NWD shall not be obligated to perform the following work described in the Restoration Plan: (a) the monitoring of the survival of vegetation described in Paragraph 3.0; (b) the monitoring of the survival of native herbaceous species and trees described in Paragraph 3.1; (c) the annual monitoring report regarding the coverage and survival of herbaceous and woody vegetation described in Paragraph 3.2; or (d) the replanting or woody vegetation or reseeding of herbaceous vegetation described in Paragraph 3.3.

9. NWD shall remain liable for fully performing all steps required to remedy TCEQ violations and to perform the monitoring work described in Paragraph 5 above following the execution of this Settlement Agreement. Should NWD fail to perform its obligations under this Settlement Agreement, including the monitoring work described herein, NTMWD shall have the right to enforce the terms of this Settlement Agreement and seek to recover damages for non-performance of NWD's obligations and/or seek specific performance of those obligations.

10. NTMWD has filed with the Fannin County Clerk an Affidavit Concerning New West Land LLC 12408 East C.R. 1396, Honey Grove, Texas (the "Affidavit"). The Affidavit was filed on June 13, 2025, under Instrument Number 2025003486. NTMWD agrees that within ten (10) days of written confirmation from TCEQ that the violations identified in TCEQ Investigation No. 2054166 have

been resolved, that NTMWD will record an affidavit in the form attached to this Agreement as **Exhibit D**.

11. To carry out the monitoring obligation and to repair any erosion control or remediate any erosion, NWD shall have the right to enter onto the restoration area, as defined in the Restoration Plan attached hereto, of NTMWD property on which clearing occurred in 2024. NWD shall not have the right to enter onto any other portion of NTMWD property without NTMWD's prior written consent, which may be provided by email. NTMWD shall have a right to cross NWL's property to inspect the District's Property which shall be memorialized in the easement agreement attached to this Settlement Agreement as **Exhibit E**. NWD shall be responsible for inspecting and monitoring the conditions of the erosion control measures in place on NTMWD's Property on a monthly basis through December 31, 2026 and shall bear the costs of such monitoring to ensure no future damages occur to NTMWD property and the Lake.

12. NWD expressly agrees to refrain and desist from any other clearing of vegetation or disturbing soil on NTMWD Property without the prior written consent of NTMWD. Further, NWD and NWL acknowledge that NWD's obligations to perform the monitoring work are separate and in addition to any requirements under the District's Shoreline Management Plan that would be applicable to future development of NWL's Property. Further, NTMWD's

agreement to allow NWD to perform the Restoration Plan shall not be deemed as a waiver of any requirements that NWL must meet in order to comply with the District's Shoreline Management Plan at such time as NWL begins development of its Property or applies for any permits under the Plan. This Agreement is entered into solely for the purpose of resolving claims arising from NWD's alleged trespass actions set forth above.

13. NWD's obligations under this Settlement Agreement are not assignable without NTMWD's prior written consent.

14. NWD hereby agrees to indemnify, defend, assume all liability for, and hold harmless NTMWD from all actions, claims, suits, penalties, obligations, liabilities, damages, or injuries to persons, and property that may be caused by NWD's action, or negligence related to, arising out of or in otherwise connected to the performance of any activity on NTMWD Property undertaken hereunder, whether such activities or performance thereof is by NWD or anyone directly or indirectly employed, acting on behalf of, or under contract with NWD. Nothing in this indemnity provision shall be read to extend indemnification to NTMWD's gross negligence or willful act. NWD shall require its contractor to maintain insurance with general liability limits in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate along with worker's compensation insurance in the statutory amount required naming NTMWD as an additional insured on the

above policies. NWD shall, in all activities undertaken pursuant to performance or implementation of the Remediation Plan, comply and require its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules and regulations, including all state and federal environmental laws.

15. Except for NWL's and NWD's obligation to perform its obligations under this Settlement Agreement, including NWD's obligation to perform the monitoring work set forth herein, the Parties on behalf of themselves and their successors, heirs, legal and personal representatives, and assigns do hereby release and forever discharge each other, their employees, board members, members, officers, attorneys, insurers, contractors, subcontractors, successors, and assigns, from any and all claims, damages, demands, obligations, losses, causes of action, costs, expenses, attorney's fees and other liability of any nature whatsoever, whether known or unknown, which they have or claim to have against each other and/or their contractors and subcontractors related to, arising from, or in any manner connected to the Occurrence. This Agreement is in compromise of a disputed claim between the Parties and shall not be construed as an admission of liability or wrongdoing by NWD or NWL or as an admission of misconduct, negligence, unlawful act or breach of duty imposed by law or contract.

16. This Agreement, including its exhibits, contains the entire agreement

of the Parties and supersedes all other prior or contemporaneous agreements among or between any of the Parties. No representations were made or relied upon by any of the Parties, other than those expressly set forth herein. No Party or representative of a Party is empowered to alter any of the terms hereof, unless done in writing and signed by the Party.

17. Each Party hereto acknowledges that it has read and understands the effect of this Agreement, has been advised by counsel as to the effect of this Agreement, and executes the Agreement of its own free will and accord for the purposes and considerations set forth. Each Party hereto represents and warrants that it has the authority to enter into this Agreement. Each Party further warrants and represents that the claims, suits, rights, and interests that are the subject matter of this Agreement are owned by the Party asserting same and have not been assigned, transferred or sold.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action for breach of this Agreement or to enforce this agreement shall be brought in the District Court in Fannin County, Texas. Each Party shall pay the reasonable attorneys' fees and expenses incurred by them in this action.

19. The Parties represent and warrant that they have not relied on any promises, statements, omissions or representations that are not expressly set forth

in this Agreement, and that no promises, statements, or representations have been made by a Party or its agents to induce any other Party to enter into this Agreement other than those expressly set forth or referenced in this Agreement. In entering into this Agreement, the Parties have relied solely on the statements, representations, and/or warranties expressly set forth or referenced in this Agreement, their own independent judgment, and the advice of their counsel. The Parties expressly waive and disclaim reliance on any representations by any other Party outside of those made in writing in this Agreement.

20. This Agreement cannot be modified by an oral agreement and can only be modified or amended hereafter by written agreement signed by all Parties.

21. No breach of any provisions of this Agreement can be waived except in writing and signed by the waiving Party. The waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision hereof.

22. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile transmission or by electronic signature shall be as effective as delivery of a manually executed counterpart.

23. If any one or more of the provisions contained in this Agreement shall

for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall, if possible, be construed as if such invalid, illegal, or unenforceable provision had been drafted to be valid, legal, or enforceable.

24. This Agreement is made and entered into subject to the approval of the Agreement by NTMWD Board of Directors. In the event the District's Board does not approve the settlement, this Agreement shall become null and void.

WE FURTHER STATE THAT WE HAVE CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT, AND KNOW THE CONTENTS THEREOF, AND ARE SIGNING SAME AS OUR OWN FREE ACTS.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by:

**NEW WEST LAND LLC**

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

Name: Andrew Robbins

Title: Managing Member

**NEW WEST DEVELOPERS LLC**

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

Name: Andrew Robbins

Title: Managing Member

**STATE OF TEXAS**

§

§

**COLLIN COUNTY**

§

BEFORE ME, the undersigned authority, on this day personally appeared Andrew Robbins in his capacity as Managing Member for New West Land LLC and New West Developers LLC, who stated that he has read the above and foregoing Settlement Agreement and Release, and that he has executed it on behalf of **NEW WEST LAND, LLC** and **NEW WEST DEVELOPERS LLC** for the consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

My Commission Expires:

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

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

Name: Jennafer P. Covington

Title: Executive Director

**STATE OF TEXAS**

§

§

**COUNTY OF** \_\_\_\_\_

§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, for and on behalf of **NORTH TEXAS MUNICIPAL WATER DISTRICT**, who, being by me first duly sworn, upon oath stated that he/she has read the above and foregoing Settlement Agreement and Release, and that he/she has executed the same on behalf of the North Texas Municipal Water District for the consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

My Commission Expires:

**Placeholder for EXHIBIT A**  
**Promissory Note**

DRAFT

**Placeholder for Exhibit B**  
**Deed of Trust on Real**  
**Property**

DRAFT

**Placeholder for Exhibit C**  
**Restoration Plan**

DRAFT

# **BOIS D'ARC LAKE RESTORATION PLAN**

Prepared for:

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

January 2025

Prepared by:

**FREESE AND NICHOLS, INC.**  
801 Cherry Street, Suite 2800  
Fort Worth, Texas 76102  
817-735-7300

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## APPENDICES

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## 1.0 INTRODUCTION

In October 2024, the North Texas Municipal Water District (NTMWD) contacted Freese and Nichols, Inc. (FNI) to assist with the development of a restoration plan in response to land clearing activities conducted by New West Developers, LLC on lands owned by NTMWD adjacent to Bois d’Arc Lake. The intention of this restoration plan is to identify the steps that could be taken to return the cleared area back to comparable pre-disturbance conditions by restoring native vegetation, stabilizing the exposed soils, and reducing erosion adjacent to the shoreline of Bois d’Arc Lake in the long-term.

### 1.1 BACKGROUND

The NTMWD owns and operates Bois d’Arc Lake located northeast of the City of Bonham, Fannin County, Texas (**Figure 1; Appendix A**). Bois d’Arc Lake is an approximately 16,600-acre reservoir with a conservation pool elevation of 534 ft. above mean sea level (msl). During the property acquisition process associated with the development of the reservoir, NTMWD purchased land fee-simple up to elevation 541 ft. msl., which corresponds to the 100-year flood elevation for the reservoir and acquired a flood easement on lands around the reservoir up to elevation 545 ft. msl. (**Figure 2; Appendix A**).

In June 2024, NTMWD Lake Operations staff observed an area (approximately 3.1 acres) along the south shoreline of the reservoir that had been cleared of trees and other vegetation located on NTMWD fee-owned land (**Figure 2; Appendix A**). Upon further investigation, NTMWD determined that the clearing activities were performed by an adjacent property owner, New West Developers, LLC, that owns approximately 100 acres adjacent to the NTMWD property that was also being cleared at the same time. The clearing of vegetation on NTMWD property occurred during clearing operations being carried out by New West Developers as part of a residential development project that is currently being constructed. No authorizations or permissions were given to New West Developers for the clearing of vegetation on NTMWD property.

In October 2024, NTMWD contacted FNI to assist in the development of a short-term site stabilization plan and long-term restoration plan for the cleared area. The short-term site stabilization plan was needed as a result of the site being denuded of vegetation which increased the vulnerability of the site to erosion. Recommendations from the short-term site stabilization plan were intended to stabilize the site until the long-term restoration plan can be implemented.

On October 28, 2024, FNI environmental scientists and NTMWD staff conducted a pedestrian survey of the area that had been cleared to evaluate existing conditions of the site, identify areas of erosional concern, and discuss temporary and long-term stabilization options. The observations made from the pedestrian survey along with recommended restoration actions are provided below.

## 1.2 SITE DESCRIPTION

The project site is located north and northeast of east FM 1396 north of Honey Grove, Fannin County, Texas within the Bois D’Arc Creek watershed (USGS Hydrologic Unit Code (HUC) 1114010105) (**Figure 2 Appendix A**). The approximate center coordinates of the disturbed area are Latitude: 33.6769 °N and Longitude -95.9726 °W (World Geodetic System (WGS) 1984) Coordinates).

### 1.2.1 Vegetation

As of the site inspection conducted October 28, 2024, NTMWD’s property had been clear cut with almost all vegetation removed (**Photos 1 through 3; Appendix B**). Patchy areas of post-clearing revegetation, primarily musk melon (*Cucumis melo*) and prairie tea (*Croton monanthogynus*), were observed along with early regrowth of the previously cleared woody vegetation. At the time of the site inspection, the existing vegetation did not appear to be sufficient for stabilizing the soil, nor was it representative of the vegetation that was present prior to the clearing activities (**Photo 4; Appendix B**).

In order to assess the type of vegetation that was likely present on NTMWD property prior to the clearing activities, observations were made within adjacent wooded areas that are also owned by NTMWD (**Photos 5 & 6; Appendix B**). Dominant trees observed included post oak (*Quercus stellata*), shagbark hickory (*Carya ovata*), chinkapin oak (*Quercus muehlenbergii*), cedar elm (*Ulmus crassifolia*), sugarberry (*Celtis laevigata*), Shumard oak (*Quercus shumardii*), and black hickory (*Carya texana*). Lesser numbers of blackjack oak (*Quercus marilandica*), eastern red cedar (*Juniperus virginiana*), green ash (*Fraxinus pennsylvanica*), water oak (*Quercus nigra*), and western soapberry (*Sapindus saponaria*) were also observed. Shrub species observed included primarily coralberry (*Symphoricarpos orbiculatus*) with lesser amounts of Mexican plum (*Prunus mexicana*). Herbaceous species that were noted included inland sea oats (*Chasmanthium latifolium*), Heliotrope (*Heliotropium* sp.), and Virginia wildrye (*Elymus virginicus*).

### 1.2.2 Soils

As previously described, at the time the pedestrian survey was conducted, NTMWD’s property had been clear cut leaving the soils exposed at the surface with very little vegetative cover. According to the USDA

NRCS Web Soil Survey (USDA, 2024), the soil map unit within the area that was cleared is *Ellis Clay, 5 to 12 percent slopes, eroded* (**Figure 3; Appendix A**). This soil type is classified in the very high runoff class. In addition, this soil type has a “moderate” rating for erosion hazard indicating that some erosion is likely and that erosion control measures may be needed in areas where 50 to 75 percent of the surface has been exposed by logging, grazing, mining, or other kinds of disturbance (USDA, 2025). This description coincides with observations made during the pedestrian survey, as areas of erosion were observed throughout the area that was cleared. It also confirms that vegetation restoration is needed to stabilize the site to protect against future erosion.

### 1.2.3 Topography

In general, the cleared area on NTMWD property is slightly to moderately sloped, and as the soil map unit indicates, slopes typically range between five and 12 percent. On the northern end of the cleared area, the site is downwardly sloped from south to north with the remainder of the site sloping from west to east (**Figure 4; Appendix A**). Due to the slope of the site, exposed soil conditions, and construction activities occurring uphill of the cleared area, there is an increase in runoff potential resulting in potential erosion issues. Any runoff generated from precipitation events would flow directly into Bois d’Arc Lake.

### 1.2.4 Existing Erosion Control Measures

At the time of the site visit, sediment control fencing was observed along what appeared to be the property line between NTMWD and New West Developers that had been installed by the developer. The sediment control fencing was not trenched into the ground properly and several gaps in the fence were observed. In addition, sediment trapped behind the fencing was observed at approximately 50% of the above ground height of the fence and erosion was observed undercutting the fencing throughout the site (**Photos 7 through 10; Appendix B**). In response, NTMWD plans to implement the Bois d’Arc Lake Temporary Erosion Control and Stabilization Plan, which includes implementation of the following:

- Sediment control fencing following or adjacent to the 534 and 541 ft. msl elevation contours;
- Erosion control blankets between the 534 and 541 ft. msl elevation contours;
- Multiple rock filter dams in areas of concentrated water flow at heights ranging between nine and thirty-six inches, or turbidity curtains at the base of natural drainage features or gullies.

### 1.3 OBJECTIVES

The objective is to provide NTMWD with a long-term restoration plan that will stabilize the cleared area, restore the cleared area back to comparable pre-disturbance conditions, reduce erosion, and protect the water quality of Bois D’Arc Lake. Stabilization of the site will minimize erosion and reduce excessive sediment runoff into the lake. Restoration of native herbaceous and woody vegetation will provide terrestrial habitat for wildlife and provide a vegetated buffer to reduce shoreline erosion from wave action.

## 2.0 RESTORATION WORK PLAN

Following the winter of 2024, the disturbed area is expected to have established little to no vegetation while stabilized by the erosion control blankets. Erosion control blankets, if utilized as part of the short-term site stabilization plan, need to be removed prior to implementation of the long-term restoration plan. Sediment control fencing, rock filter dams, and turbidity curtains may remain in place during the implementation of the restoration plan. The restoration work plan will consist of a combined strategy of re-establishing woody and herbaceous vegetation across the disturbed area with native species selected from the Bois d’Arc Lake Shoreline Management Plan (NTMWD, 2023). It is FNI’s understanding that NTMWD will hire a third-party contractor responsible for the installation, monitoring, and maintenance of the suggested restoration actions.

### 2.1 HERBACEOUS SPECIES RESTORATION

A native grass seed mix containing species from the Bois d’Arc Lake Shoreline Management Plan should be distributed uniformly across the cleared area between the 541 and 534 ft. msl contours (**Figure 5; Appendix A**). The seed mix chosen for establishment within the cleared area should focus on species tolerant of full sun and a variety of soil moistures, as well as those utilized for erosion control to protect the site during runoff events. Species recommended for inclusion within the mix include: big bluestem (*Andropogon gerardii*), buffalograss (*Buchloe dactyloides*), eastern gama grass (*Tripsacum dactyloides*), Indian grass (*Sorghastrum nutans*), little bluestem (*Schizachyrium scoparium*), plains bristlegrass (*Setaria vulpiseta*), prairie wildrye (*Elymus canadensis*), and Virginia wildrye (*Elymus virginicus*). Seeding should occur across the disturbed area during the last month of Spring (May 20 to June 20, 2025). Seed should be spread at a rate per acre based on the seed source supplier’s recommendations. Prior to seeding, bare soil should be exposed with minimal disturbance throughout the site to maximize native grass

germination. Herbaceous species should be planted to achieve a target coverage rate of 70% across the site.

## 2.2 WOODY SPECIES RESTORATION

Within the cleared area between the 541 and 534 ft. msl contours, bare root seedlings of woody tree species both observed within the adjacent NTWMD property and listed as large shade trees and medium sized trees within the Bois d’Arc Lake Shoreline Management Plan should be planted at a rate of 435-500 trees per acre (**Figure 5; Appendix A**). Seedlings should be hand-planted at a distance of approximately nine to ten feet on-center to attain the target planting rate. Seedlings should not be planted directly in drainage features and waterbodies, including the location of rock filter dams if utilized as part of the erosion control and stabilization plan, to avoid loss of plantings from inundation or erosion (**Photos 11 & 12; Appendix B**). The target survival rate for tree seedlings is approximately 40% to attain a target tree density coverage of approximately 200 trees per acre after three years. Diversity of woody species planted should aim to achieve a minimum of five species per acre. Planting should occur during the winter of 2026 when tree seedlings are dormant at the time of planting.

Tree species recommended for planting within the cleared area include: black hickory, cedar elm, Chinkapin oak, green ash, post oak, Shumard oak, sugarberry, and water oak. Seedlings of each species should be uniformly planted across the cleared area. This species list includes a mixture of upland species representative of the surrounding forested areas, as well as more hydrophytic species that are more tolerant to short periods of inundation that could be experienced near the lake during periods of high water. It is anticipated that native understory shrub species, such as coralberry, will re-establish within the cleared area from the existing seed bank or from adjacent NTMWD-owned forested areas following establishment of the native trees. The establishment of woody vegetation within the cleared area will help to protect the shoreline in this location from erosive wave action during storm events up to the 100-year floodplain elevation of 541 ft. msl elevation, as well as provide habitat for wildlife along and near the lakeshore.

## 3.0 MONITORING PLAN

Following implementation of the short-term site stabilization plan during the Spring 2025 season, the site should be periodically monitored to track the success of the planted vegetation over time.

### **3.1 MONITORING ACTIONS**

The site should be visually assessed for the survival of native herbaceous species monthly until planting efforts for woody species begins during the winter of 2026. The purpose of these initial assessments would be to visually determine if planted native grass species have germinated and begun to establish across the site. Following planting of woody species, the site should be visually monitored quarterly and data collection concerning herbaceous species coverage, tree survival, and diversity should be conducted biannually (i.e., once in the spring and once in the late summer/fall). During biannual monitoring events, approximately six (two per acre) circular, one tenth (0.1) acre monitoring plots should be sampled across the site to estimate herbaceous coverage, tree survival, and species diversity of woody vegetation. Monitoring of herbaceous and woody vegetation should be conducted for three years following the planting of woody seedlings at the site to ensure long-term survival of the restored site.

### **3.2 MONITORING REPORT**

A monitoring report should be produced annually following planting of the woody vegetation to track progress toward meeting restoration goals. The monitoring report should discuss the survival and diversity of vegetation at the site during the applicable year. If the mitigation report reveals that the site is not meeting the target 70% coverage rate of herbaceous vegetation, the survival rate of woody vegetation is less than 200 trees per acre, or the diversity of woody vegetation is less than five species, remedial actions should be undertaken.

### **3.3 REMEDIAL ACTIONS**

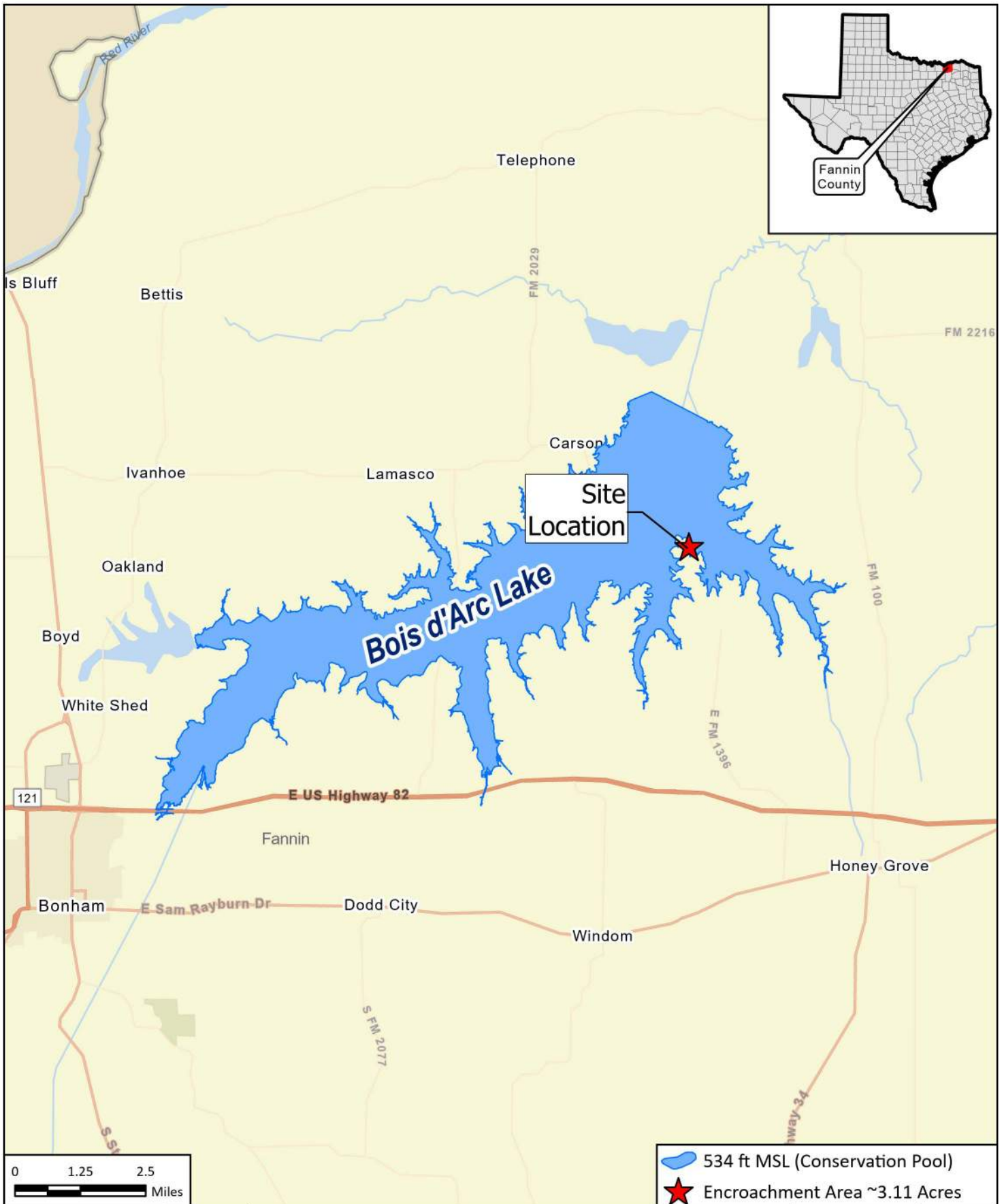
Based on the results of monitoring efforts replanting of woody vegetation and/or reseeding of herbaceous vegetation may be required. Spot application of the native grass seed mix utilized during initial planting efforts should be implemented in areas where greater than 30% of the site consists of bare ground. If the monitoring efforts reveal that woody vegetation survival is less than approximately 40%, or less than 200 trees per acre, spot planting of native seedlings of the recommended species should be conducted. Similarly, if the monitoring efforts reveal that there are less than five tree species per acre across the restoration area, supplemental planting is recommended to attain this diversity goal. It is recommended that the responsible third-party contractor record all remedial actions conducted. Additionally, it is recommended that NTMWD and the responsible third-party contractor record any actions conducted by New West Developers within the vicinity of the restored area which may affect the integrity of the site.

## **4.0 REFERENCES**

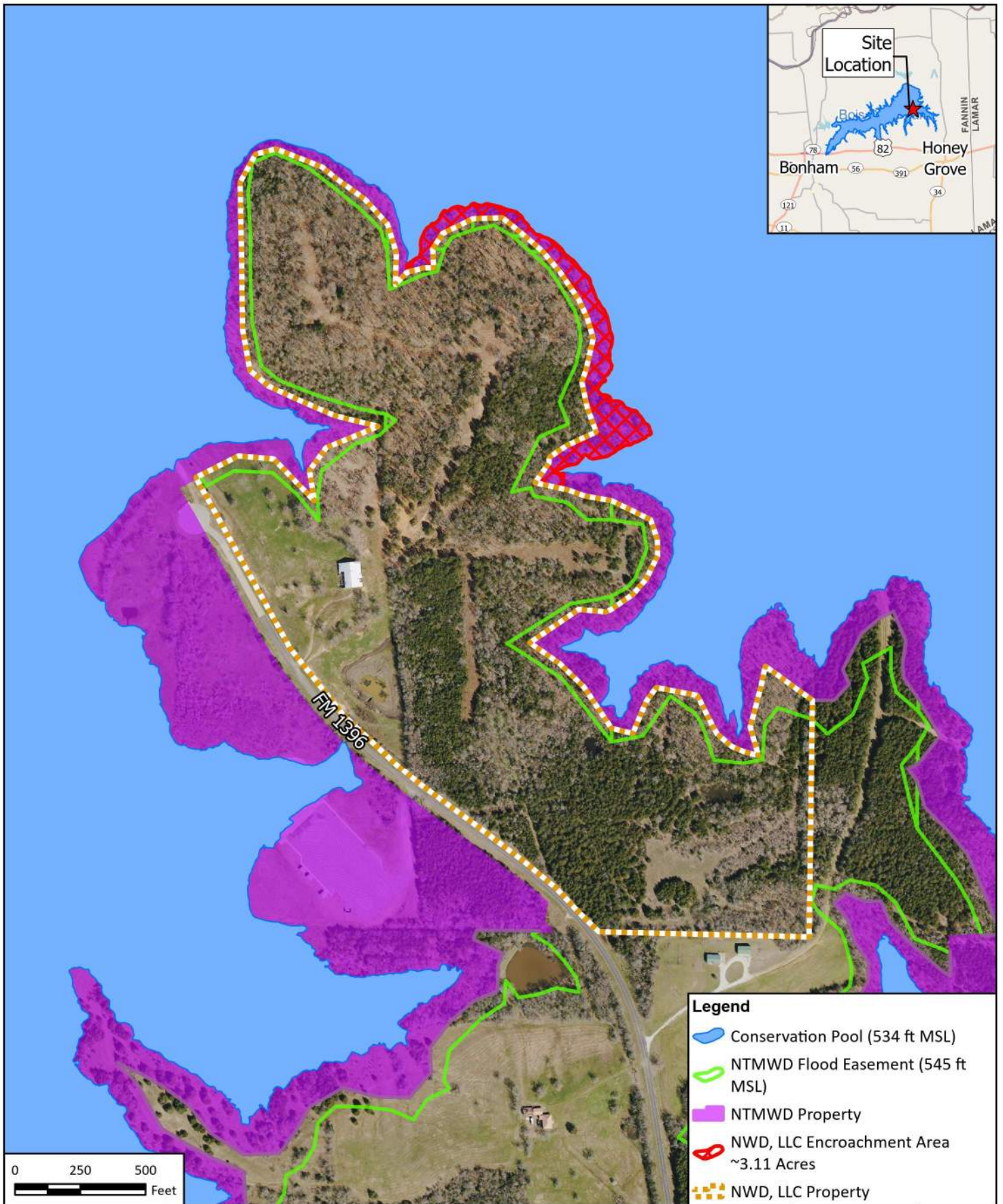
USDA, Natural Resources Conservation Service (NRCS). 2025. Web Soil Survey.  
<https://websoilsurvey.nrcs.usda.gov/>. Accessed on January 13, 2025.

## **APPENDIX A**

### **Figures**



<p><b>FREASE AND NICHOLS, INC.</b> 801 Cherry Street, Suite 2800 Fort Worth, TX 76102 Phone - (817) 735 - 7300</p>		<p>NORTH TEXAS MUNICIPAL WATER DISTRICT BOIS D'ARC LAKE RESTORATION PLAN</p>		<p><b>1</b> <b>FIGURE</b></p>
		<p><b>Vicinity Map</b></p>		
		<p>FN JOB NO NTD15291</p>	<p>FILE NAME 1_Vicinity_8x11</p>	
		<p>DATE 1/14/2025</p>	<p>SCALE 1:158,400</p>	
		<p>DESIGNED HHM</p>	<p>DRAFTED HHM</p>	



<p><b>FREESE AND NICHOLS, INC.</b> 801 Cherry Street, Suite 2800 Fort Worth, TX 76102 Phone - (817) 735 - 7300</p>		<p>NORTH TEXAS MUNICIPAL WATER DISTRICT BOIS D'ARC LAKE RESTORATION PLAN</p>		<p><b>2</b></p> <p><b>FIGURE</b></p>
		<p><b>Bois D'Arc Lake Restoration Plan</b></p>		
		<p>FN JOB NO</p>	<p>NTD15291</p>	
		<p>FILE NAME</p>	<p>2_Ownership_8x11</p>	
		<p>DATE</p>	<p>1/14/2025</p>	
<p>SCALE</p>		<p>1:6,000</p>		
<p>DESIGNED</p>		<p>HHM</p>		
<p>DRAFTED</p>		<p>HHM</p>		

Tc - Tinn clay, 0 to 1 percent slopes, occasionally flooded

Fr - Frioton silty clay loam, occasionally flooded

EsD2 - Ellis clay, 5 to 12 percent slopes, eroded

NoB - Normangee clay loam, 1 to 3 percent slopes

FM 1396

#### Legend

-  NWD, LLC Property
-  Encroachment Area ~3.11 Acres
-  Conservation Pool (534 ft MSL)
-  NRCS Soils

0 250 500  
Feet

**FREESE AND NICHOLS, INC.**  
801 Cherry Street, Suite 2800  
Fort Worth, TX 76102  
Phone - (817) 735 - 7300



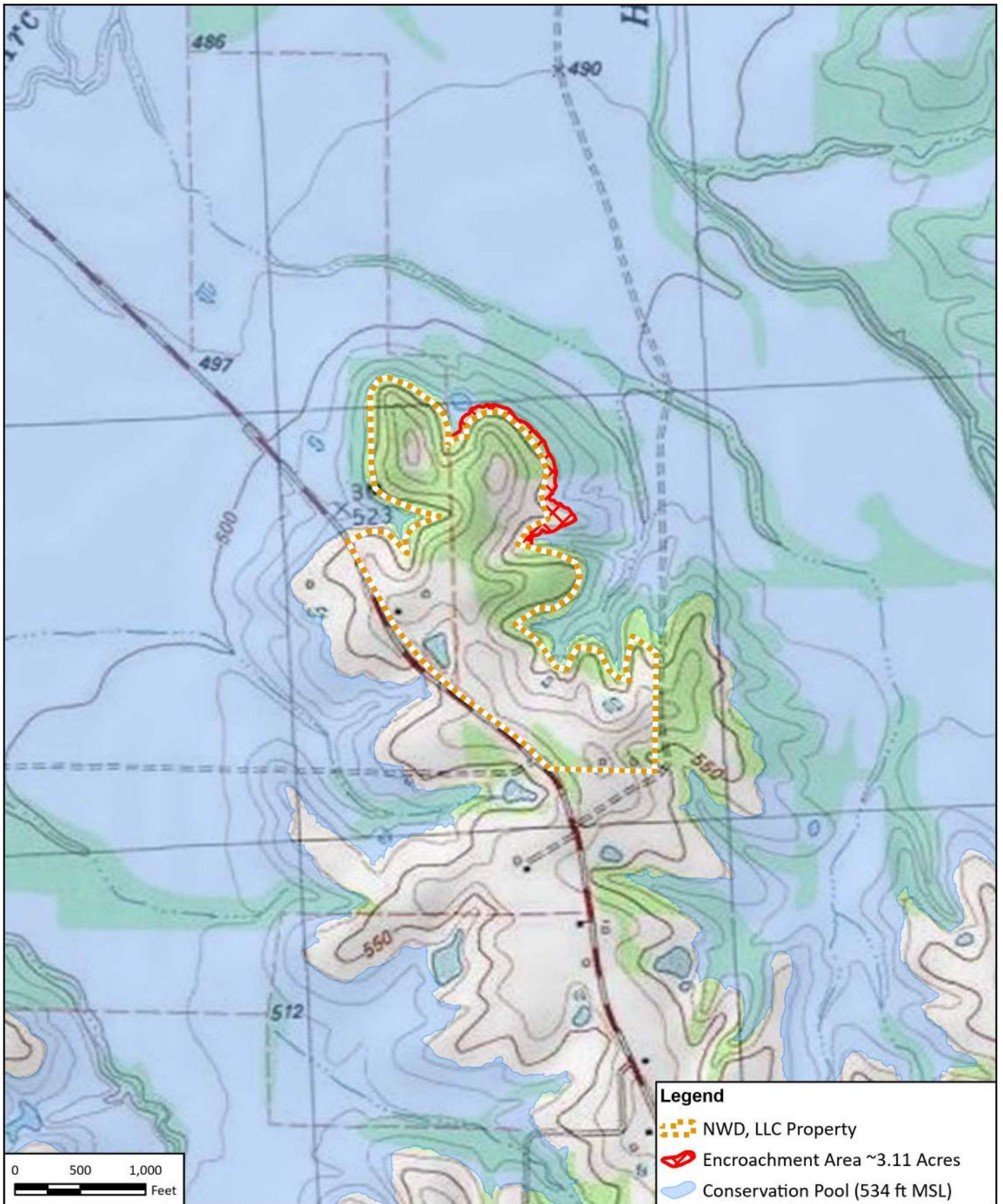
NORTH TEXAS MUNICIPAL WATER DISTRICT  
BOIS D'ARC LAKE RESTORATION PLAN

## NRCS Soils Map

FN JOB NO	NTD15291
FILE NAME	3_Soils
DATE	1/14/2025
SCALE	1:6,000
DESIGNED	HHM
DRAFTED	HHM

**3**

**FIGURE**



#### Legend

- - - NWD, LLC Property
- - - Encroachment Area ~3.11 Acres
- - - Conservation Pool (534 ft MSL)

**FRESE AND NICHOLS, INC.**  
 801 Cherry Street, Suite 2800  
 Fort Worth, TX 76102  
 Phone - (817) 735 - 7300



NORTH TEXAS MUNICIPAL WATER DISTRICT  
 BOIS D'ARC LAKE RESTORATION PLAN

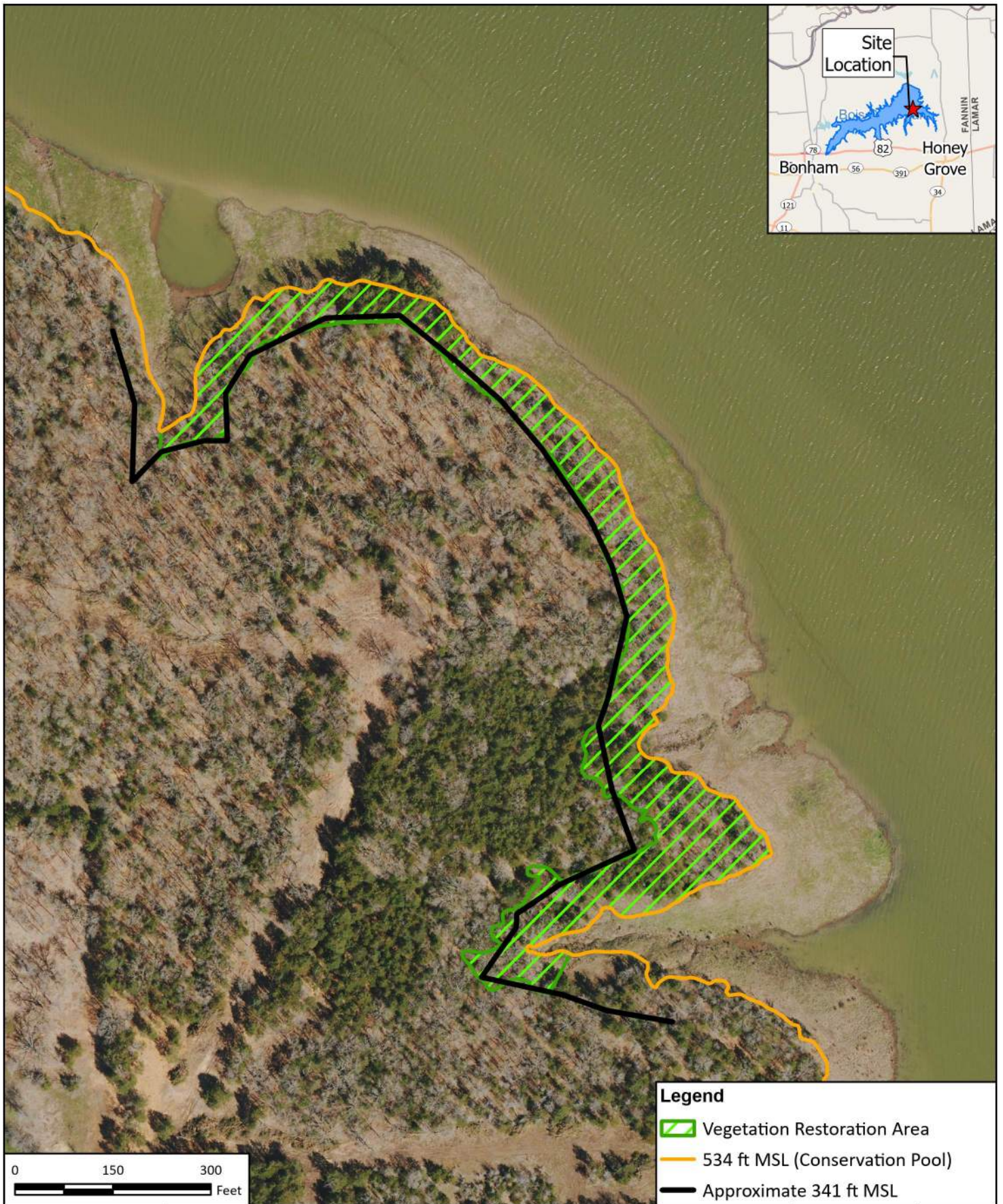
**USGS Topographic Map**

Quad Name: Selfs

FN JOB NO	NTD15291
FILE NAME	4_Topo
DATE	1/14/2025
SCALE	1:12,000
DESIGNED	HHM
DRAFTED	HHM

**4**

**FIGURE**



**FRESE AND NICHOLS, INC.**  
 801 Cherry Street, Suite 2800  
 Fort Worth, TX 76102  
 Phone - (817) 735 - 7300



**NORTH TEXAS MUNICIPAL WATER DISTRICT  
 BOIS D'ARC LAKE RESTORATION PLAN**

**Restoration Plan**

FN JOB NO	NTD15291
FILE NAME	5_Erosion_8x11
DATE	1/14/2025
SCALE	1:2,400
DESIGNED	HHM
DRAFTED	HHM

**5**

**FIGURE**

**APPENDIX B**  
**Site Visit Photographs**



**Photo 1:** Overview of the northern portion of the cleared site.



**Photo 2:** Overview of the central portion of the cleared site.



**Photo 3:** Overview of the southern portion of the cleared site.



**Photo 4:** Undercutting of the developer's sediment control fencing and rill erosion.



**Photo 5:** Forested segment of NTMWD property north of the cleared site.



**Photo 6:** Forested segment of NTMWD property south of the cleared site.



**Photo 7:** Developer sediment control fencing does not appear to be trenched in.



**Photo 8:** Sediment at 50% capacity of the developer sediment control fencing.



**Photo 9:** Sediment undercutting developer sediment control fencing.



**Photo 10:** Developer sediment control fencing requiring maintenance.



**Photo 11:** Drainage channel on northwestern side of the cleared site.



**Photo 12:** Drainage channel with observed sediment on the eastern side of the cleared site.

Brooke T. Paup, *Chairwoman*  
Bobby Janecka, *Commissioner*  
Catarina R. Gonzales, *Commissioner*  
Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 9, 2025

Mr. Jason Stroup  
North Texas Municipal Water District  
4989 FM 897,  
Dodd City, TX 75438

Re: Investigation Request at:  
Belle Vie Village, 12408 East County Road 1396, Honey Grove, Fannin County, Texas  
Regulated Entity No.: RN111958179, TCEQ ID No.: TXR1513QP  
Investigation No.: 2054166  
Incident No.: 435358

Dear Mr. Stroup:

The Texas Commission on Environmental Quality (TCEQ) Dallas Fort Worth (DFW) Region Office has completed a final investigation in response to your concern regarding the construction at the above-referenced facility. Enclosed is a copy of the investigation report.

For more information about our complaint process, you may access the publication GI-278: Do You Want to Make an Environmental Complaint? Do You Have Information or Evidence? on our website at [www.tceq.texas.gov](http://www.tceq.texas.gov).

We appreciate your concern in bringing this matter to our attention. If we can be of further assistance, please contact Mr. Michael Sessions in the DFW Region Office at [Michael.sessions@tceq.texas.gov](mailto:Michael.sessions@tceq.texas.gov) or at (817) 588-5800.

Sincerely,

*Brent Candler*

Brent Candler, Section Manager  
Water Section  
DFW Region Office  
Texas Commission on Environmental Quality

BC/ms

Enclosure: Investigation Report 2054166 (without attachments)

Cc: Mr. Jason Stroup, email: [jstroup@ntmwd.com](mailto:jstroup@ntmwd.com)

STW CGP\_TXR1513QP\_PA\_20250227\_Permits  
**Texas Commission on Environmental Quality**  
**Investigation Report**

The TCEQ is committed to accessibility. If you need assistance in accessing this document, please contact oee@tceq.texas.gov

**Customer: New West Developers LLC**  
**Customer Number: CN606254159**

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**Regulated Entity Name: BELLE VIE VILLAGE**  
**Regulated Entity Number: RN111958179**

**Investigation #** 2054166

**Incident Numbers**  
435358

**Investigator:** MICHAEL SESSIONS

**Site Classification** CONSTRUCTION GENERAL  
PERMIT FOR STORMWATER

**Supervisor:** Brent Candler

**Approved Date:** 04-25-2025

**Conducted:** 02/27/2025 -- 02/27/2025

**SIC Code:** 1542  
**NAIC Code:** 2362

**Program(s):** STORMWATER

**Investigation Type:** Compliance Investigation

**Location:**

**Additional ID(s)** TXR1513QP

**Address:** 12408 EAST COUNTY ROAD 1396,  
HONEY GROVE, TX , 75466

**Local Unit:** REGION 04 - DFW METROPLEX  
**Activity Type(s)** SWCMPL - SW Complaint  
SWCCICGP - SW CCI Construction  
General Permit

**Principal(s):**

Role	Name
RESPONDENT	NEW WEST DEVELOPERS LLC

**Contact(s):**

Role	Title	Name	Phone
PARTICIPATED IN	ATTORNEY	James Creswe	Phone (214) 394-2856
PARTICIPATED IN	ATTORNEY	Robert Wood	Phone (214) 891-7581
PARTICIPATED IN	ATTORNEY	Marguerite Broussard	
REGULATED ENTITY CONTACT	PRESIDENT/MANAGI NG MEMBER	JOSHUA ECKEL	Phone (469) 544-0606

**Other Staff Member(s):**

<b>Role</b>	<b>Name</b>
Investigator	TYLER STRAWN
Supervisor	BRENT CANDLER
QA Reviewer	BRENT CANDLER

**Associated Check List**

<b><u>Checklist Name</u></b>	<b><u>Unit Name</u></b>
STORMWATER CGP CCI - REVISED ON 4/1	CCI
WQ COMPLAINT INVESTIGATION	CMPL

**Investigation Comments:****INTRODUCTION**

On February 27, 2025, investigators Mr. Tyler Strawn and Mr. Michael Sessions conducted a Construction General Permit (CGP) Comprehensive Compliance Investigation (CCI) in response to a complaint (Incident No. 435358) submitted to the Texas Commission on Environmental Quality (TCEQ) DFW Region on January 29, 2025. The complaint alleged that the operator, New West Developers LLC, has failed to implement their Stormwater Pollution Prevention Plan (SWPPP), stormwater controls, and the controls that are installed have not been maintained. The investigators were able to substantiate the complaint. Since the investigation was in response to a complaint, the entity was not notified of the pending investigation prior to the investigator's arrival. During the investigation Mr. Strawn was able to call Mr. Joshua Eckel (President/Managing Member of New West Developers LLC) and notify him of the complaint investigation.

The investigators noted violations, and an Exit Interview Form (EIF) was provided to Mr. Eckel on February 27, 2025, via email (from Mr. Strawn). On April 22, 2025, an updated EIF was provided to Mr. Eckel, Mr. James Crewse (Attorney, Crewse Law Firm), Ms. Marguerite Broussard (Attorney, Wood Edwards LLP), and Mr. Robert Wood (Attorney, Wood Edwards LLP).

On May 2, 2025, a Notice of Violation (NOV) will be sent to Mr. Eckel.

On May 9, 2025, a letter and a copy of the investigation will be sent to the complainant.

**GENERAL FACILITY AND PROCESS INFORMATION**

The site, located at the coordinates (33.673205, -95.972151) is approximately 20 acres of disturbed area (see attached aerials/maps). The area was graded, and construction is underway for a mixed-use site. Permit coverage was obtained April 18, 2024, via Permit TXR1513QP (see attached permit summary). Stormwater Generated from this site eventually flows into the Red River Basin Via Bois D' Arc Creek/Lake (Segment 0202).

**BACKGROUND**

No previous TCEQ investigations have been conducted at this property for this operator.

**ADDITIONAL INFORMATION**

On February 27, 2025, the investigators arrived at the site at approximately 10:30 am. The investigators did not observe a stabilized construction entrance or a construction site notice. The investigators noted that construction activity had occurred at the site and the primary portion of the site was out of sight but sounds of machinery could be heard in the distance. Additionally, the gate was open at the time of the site visit (see attached photos). The investigators entered the property and were able to meet with a septic pumper that was servicing the porta potty that was on-site. He was unable to provide any contact information for the current operator. The investigators continued along the northern portion of the construction area and noted several locations that were missing stormwater controls and signs of sediment were leaving the area and accumulating near the edge of the lake (see the attached photos and aerials). While walking near the northeast portion of the disturbed area the investigators noted a small front-end loader, and some newly installed silt fence, and large rocks installed in a gully leading to the lake. The investigators were able to later identify the personnel at the site as subcontractors hired by North Texas Municipal Water District (NTMWD).

to install controls between the operator and the lake due to the few failing controls the operator had previously installed. NTMWD was having the subcontractors install two rows of silt fence and grass seed within the easement they have along Bois D' Arc Lake

The investigators continued around the site from the northeast to the southeast and then back towards the entrance where the truck was left. During that time, the investigators noted multiple portions of the operator's silt fence failing, collapsed, and or full of sediment. Furthermore, the investigators observed several buckets of waste material (possibly hydraulic fluid), piles of dried concrete, and an area where trash was buried on-site. Mr. Strawn had left a card on the small front-end loader that was noted in the photos. The investigators left the site at approximately noon.

Later that day, Mr. Strawn emailed an EIF to Mr. Eckel. The EIF identified the items noted during the site visit and he requested a copy of the site SWPPP. The initial four violations noted in the EIF are below:

- Failure to post a large construction site notice.
- Failure to design, install, and maintain effective erosion and sediment controls.
- Failure to remove offsite accumulated sediment.
- Failure to minimize the exposure of building materials, building products, construction waste, and trash.

On April 7, 2025, Mr. Sessions emailed Mr. Crewse and Mr. Eckel and notified them that the primary investigator for this site changed, and Mr. Sessions was now the primary investigator. Later that day Mr. Crewse forwarded a response and their SWPPP. A review of the SWPPP was conducted by Mr. Sessions.

On April 22, 2025, an updated EIF was submitted to Mr. Crewse and Mr. Eckel as additional violations were noted during the review of the SWPPP. Later that day, Mr. Crewse replied and indicated that other attorneys could be involved due to some personal items. Ms. Broussard and Mr. Wood were copied on the email from Mr. Crewse. The additional two violations noted during the SWPPP review are noted below:

- Failure to identify all controls and identify all areas in close proximity to surface waters.
- Failure to conduct and or document stormwater inspections.

The alleged complaint at the site was substantiated during the course of the investigation.

**NOV Date**    05/02/2025    **Method**    WRITTEN  
**OUTSTANDING ALLEGED VIOLATION(S)**  
**ASSOCIATED TO A NOTICE OF VIOLATION**

**Track Number:** 916327    **Compliance Due Date:** 06/02/2025  
**Violation Start Date:** 2/27/2025

**30 TAC Chapter 281.25(a)(4)**

**PERMIT TXR1513QP, TXR1513QP, Part III, Sec. D(2)**

Operators with authorization for construction activity under this general permit must post a TCEQ site notice at the construction site at a place readily available for viewing by the general public, and local, state, and federal authorities.

**Alleged Violation:**

**Investigation number:** 2054166    **Comment Date:** 4/25/2025

Failure to post a large construction site notice containing all required information on site in a location where it is readily available for viewing [30 TAC 281.25(a)(4), TXR150000 Part III, Section D(2)]. During the investigation, the site lacked a large construction site notice, and none could be documented near the site entrance.

**Recommended Corrective Action:** The operator should post the site notice including permit number, Stormwater Pollution Prevention Plan (SWPPP) location, and site contact information at a readily visible location. Corrective action documentation (photo of the posted site notice) should be provided to the TCEQ DFW Regional Office.

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Track Number: 916332

Compliance Due Date: 06/02/2025

Violation Start Date: 2/27/2025

**30 TAC Chapter 281.25(a)(4)**

**PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(1)(g)(iv)**

A detailed site map (or maps) indicating the following: (iv) locations of all controls and buffers, either planned or in place.

**PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(1)(g)(vii)**

A detailed site map (or maps) indicating the following: (vii) surface waters (including wetlands) either at, adjacent, or in close proximity to the site, and also indicate whether those waters are impaired;

NOTE: Surface waters adjacent to or in close proximity to the site means any receiving waters within the site and all receiving waters within one mile downstream of the site's discharge point(s).

**Alleged Violation:**

**Investigation number: 2054166**

**Comment Date: 4/25/2025**

Failure to identify all controls and identify all areas in close proximity to surface waters. [30 TAC § 281.25(a)(4), TXR150000 Part III, Section F(1)(g)(iv and vii)]. During the SWPPP review, the investigator noted that the site map lacked the location of stormwater controls. Additionally, the site map lacked any updates and did not appear to represent the current site conditions.

**Recommended Corrective Action:** The operator should update their SWPPP to ensure that all controls are identified and implemented at the site. Additionally, all surface waters near the site should be identified to ensure that appropriate controls are utilized to minimize any discharges of pollutants. Corrective action documentation (updated and current site map) should be provided to the TCEQ DFW Regional Office.

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Track Number: 916340

Compliance Due Date: 06/02/2025

Violation Start Date: 2/27/2025

**30 TAC Chapter 281.25(a)(4)**

**PERMIT TXR1513QP, TXR1513QP, Part IV, Sec. D(2)**

Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater.

**Alleged Violation:**

**Investigation number: 2054166**

**Comment Date: 4/25/2025**

Failure to minimize the exposure of building materials, building products, construction wastes, and trash [30 TAC 281.25(a)(4), TXR150000 Part IV, Section D(2)]. During the site visit, trash was noted near the center of the site and no control or trash bin was being utilized at the site (Photo 15 and 16). Additionally, used buckets and other trash were being stored open and exposed to stormwater just east of the entrance (Photo3).

**Recommended Corrective Action:** The operator should utilize controls to contain all trash at the site and prevent stormwater from contacting trash or other pollutants. Additionally, the trash should be

removed at frequency that can further minimize the discharge of pollutants. Corrective action documentation (photos or invoices) should be provided to the TCEQ DFW Regional Office.

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Track Number: 916344

Compliance Due Date: 06/02/2025

Violation Start Date: 2/27/2025

**30 TAC Chapter 281.25(a)(4)**

**PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(2)(a)(ii)**

Control measures must be properly selected, installed, and maintained according to good engineering practices, and the manufacturer's or designer's specifications.

**Alleged Violation:**

Investigation number: 2054166

Comment Date: 4/25/2025

Failure to design, install, and maintain effective erosion and sediment controls to minimize the discharge of pollutants [30 TAC § 281.25(a)(4), TXR150000 Part III, Section F(2)(a)(ii)]. During the investigation, the investigator noted erosion or sediment controls had not been implemented or maintained and were not indicated on the detailed site map. The investigators were only able to note a single silt fence along the parameter that was failing at numerous locations. Furthermore, the site entrance did not appear to be installed correctly and was not being maintained (Photos 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, and 14).

**Recommended Corrective Action:** The operator should design and install controls appropriate to site conditions. Additionally, the operator should maintain the controls until the site reaches final stabilization and the permit is terminated. Maintenance of the controls should occur at any point where the controls are no longer functioning properly. The silt fence should be repaired or replaced along with the site entrance. Also, additional controls should be utilized where stormwater flows concentrate or there is a high likelihood that sediment or other pollutants could be discharged from the site. Corrective action documentation (photos and or site inspection reports) should be provided to the TCEQ DFW Regional Office.

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Track Number: 916348

Compliance Due Date: 06/02/2025

Violation Start Date: 2/27/2025

**30 TAC Chapter 281.25(a)(4)**

**PERMIT TXR1513QP, Permit TXR1513QP, Part III, Sec. F(6)(d)**

If sediment escapes the site, accumulations must be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible. If the permittee does not own or operate the off-site conveyance, then the permittee shall work with the owner or operator of the property to remove the sediment.

**PERMIT TXR1513QP, TXR1513QP, Part IV, Sec. A(1)**

Design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to: 1. control stormwater volume and velocity within the site to minimize soil erosion in order to minimize pollutant discharges.

**Alleged Violation:**

Investigation number: 2054166

Comment Date: 4/25/2025

Failure to design, install, and maintain a sediment basin or equivalent controls [30 TAC 281.25(a)(4), TXR150000 Part III, Section F(6)(d) and Part IV, Section A(1)]. During the investigation, the investigators observed accumulated sediment along the shore of the lake adjacent to the site and within NTMWD's easement around the lake (Photo 9 of the attachments at 33.675415, -95.972426).

**Recommended Corrective Action:** The operator should remove sediment that has been discharged and accumulated from the site. Additionally, the operator should install additional controls to minimize stormwater velocity and soil erosion in those areas. Corrective action documentation (photos, invoices, and or a letter from the NTMWD) should be provided to the TCEQ DFW Regional Office.

Track Number: 916353

Compliance Due Date: 06/02/2025

Violation Start Date: 4/18/2024

**30 TAC Chapter 281.25(a)(4)****PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(8)(a)**

Personnel provided by the permittee must inspect disturbed areas of the construction site that do not meet the requirements of final stabilization in this general permit, all locations where stabilization measures have been implemented, areas of construction support activity covered under this permit, stormwater controls for evidence of, or the potential for, the discharge of pollutants, areas where stormwater typically flows within and points of discharge from the construction site.

**PERMIT TXR1513QP, TXR1513QP, Part III Sec. F(8)(g)**

The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff. Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event.

**Alleged Violation:**

Investigation number: 2054166

Comment Date: 4/25/2025

Failure to conduct and or document stormwater inspections. [30 TAC 281.25(a)(4), TXR150000 Part III(F)(8)(a and g)]. During the SWPPP review, the operator was unable to provide any inspection reports for the site. No inspection reports were provided with the SWPPP and the SWPPP had not been updated to reflect any inspection results.

**Recommended Corrective Action:** The operator should immediately begin inspections of the controls at the site. Additionally, the inspection reports should cover the entire site and be used to address any non-compliance and or corrective actions taken. Furthermore, the SWPPP and site map should be updated to reflect the finds made during these inspections. Corrective action documentation (completed inspection reports) should be provided to the TCEQ DFW Regional Office.

**Attachments: (in order of final report submittal)**☐ Enforcement Action Request (EAR)☒ Letter to Facility (specify type) : NA☐ Investigation Report☐ Sample Analysis Results☐ Manifests☐ Notice of Registration☒ Maps, Plans, Sketches☒ Photographs☐ Correspondence from the facility☒ Other (specify) :APP Reg, StaerB i' lens, Site map

**List of Attached files**

Belle Vie Village Aerials-Maps.pdf

TCEQ - WQ General Permits TXR1513QP.pdf

2025-03-04 - JOC to TCEQ encl docs.pdf

Fannin CAD Property Search Property ID 79950.pdf

SOS - NEW WEST DEVELOPERS LLC - management.pdf

Copy Of Record - NOI TXR1513QP.pdf

SOS - NEW WEST LAND LLC - management.pdf

Belle Vie Village Photos 02-27-2025.pdf

EIF 2-27-25.pdf

Exit Interview Form emailed 04-22-2025 updated.pdf

**Placeholder for Exhibit D**  
**Record of Affidavit**

DRAFT

**Placeholder for Exhibit E**  
**Easement Agreement**

DRAFT



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12/18/2025

Administrative Memorandum No. 25-6222

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## Regional Wastewater System

### **Tickey Creek Lift Station; Project Number 501-0638-24; Resolution No. 25-62; Land Acquisition Program**

#### **SUBJECT**

Adopt Resolution No. 25-62 authorizing funding in the amount of \$2,000,000 to acquire fee simple property and easements.

#### **PURPOSE**

Acquire property to allow for the construction of the Tickey Creek Lift Station needed to convey flows to Sister Grove Regional Water Resource Recovery Facility.

#### **RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors:

- 1) Authorize the Executive Director to execute a property acquisition program for the Tickey Creek Lift Station, Project No. 501-0638-24, with a budget of \$2,000,000; and,
- 2) Adopt Resolution No. 25-62, "*A Resolution Authorizing the Use of Eminent Domain to Acquire Property for the Tickey Creek Lift Station, Project No. 501-0638-24, and Delegating Authority to Initiate Condemnation Proceedings to the NTMWD Executive Director.*"

Consultant: N/A

Scope: Land acquisition and the necessary support services to facilitate purchasing of fee simple property and easements for the project

Project: No. 501-0638-24, Tickey Creek Lift Station

Amount: \$2,000,000

Committee: This will be an item on the December 17, 2025, Real Estate Committee meeting agenda

### **DRIVER(S) FOR THIS PROJECT**

Strategic Objective:	1.2 - Successfully Deliver Capital Program
----------------------	--

<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**

#### PROJECT PURPOSE

- The UEFIS Regional Capacity Assurance Phase 3 Report recommended increasing wastewater conveyance to meet current and projected growth in Princeton, Texas.
- Tickey Creek Force Main and Lift Station projects were planned to meet this need.
- Wilson Creek Regional Wastewater Treatment Plant treats Princeton flows, but additional capacity would exceed its permitted capacity.
- The impending Tickey Creek Force Main will reroute most of Princeton's future flows to the Sister Grove Regional Water Resource Recovery Facility.
- Property for the Tickey Creek Lift Station (LS) has been identified.
- The property must be acquired to allow final design for the LS.
- Access Easements must also be acquired with the property.
- The general location of the proposed property is shown on the accompanying map.

#### SUPPORT SERVICES (ON AN AS-NEEDED BASIS)

- Employ the firm of Saunders, Walsh & Beard, Attorneys and Counselors, to act as counsel on the acquisition of the properties.
- Employ an appraiser to provide appropriate reports.
- Employ a title company to provide professional services related to certain property ownership issues.
- Employ survey services to perform title survey for purchase and acquisition, and verify property lines and potential easement locations when necessary .

### **FUNDING**

Funding in the amount of \$2,000,000 for the land acquisition program is to be made available in the Upper East Fork Interceptor System Construction Funds.

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **RESOLUTION NO. 25-62**

### **A RESOLUTION AUTHORIZING THE USE OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR THE TICKEY CREEK LIFT STATION, PROJECT NO. 501- 0638-24, AND DELEGATING AUTHORITY TO INITIATE CONDEMNATION PROCEEDINGS TO THE NTMWD EXECUTIVE DIRECTOR**

**WHEREAS**, Tickey Creek Lift Station (LS), Project No. 501-0638-24 (Project), shall be constructed in conjunction with the Tickey Creek Force Main; and,

**WHEREAS**, the site for the Project has been identified; and,

**WHEREAS**, the site may require a shared access point for ingress and egress; and,

**WHEREAS**, it is necessary to proceed with the acquisition of property and easements required for the construction of the LS prior to submitting the Project's Final Design for approval; and,

**WHEREAS**, it may be necessary to acquire the property and easements required for the Project through the use of eminent domain in the event negotiations are unsuccessful; and,

**WHEREAS**, funds in the requested amount of \$2,000,000 for the purchase of acreage needed for the project are to be made available from the Upper East Fork Interceptor System Construction Funds.

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

1. There is a public need for and the public welfare and convenience are to be served by the construction of the lift station associated with the Tickey Creek Lift Station, Project No. 501-0638-24, to serve the wastewater needs of the Districts member and customer cities.
2. It is in the best interest and is necessary to acquire those permanent easements and property necessary for the construction of the lift station for the Project as generally depicted on the map attached hereto, and incorporated by reference herein, to provide the area required for prosecution of the work, and operation, maintenance, repair, and other such purposes as may be required to provide for the continual and uninterrupted operation of the facilities.
3. The Executive Director is hereby authorized to take all steps necessary to acquire the property for the Project, including the hiring of appraisers, Title Company, and attorneys.
4. The power to initiate eminent domain proceedings is hereby delegated to the Executive Director and he is hereby authorized to take all steps necessary to acquire the property and easements for the Project, including the hiring of negotiators, appraisers, Title Company, and attorneys.

5. The Executive Director is authorized to employ the firm of Saunders, Walsh & Beard, Attorneys and Counselors, to represent the NTMWD in these land transactions; including filing of Petitions for Condemnation on properties when the Executive Director determines the property cannot be secured through negotiations and after issuance of a final offer letter in accordance therewith.
6. A budget of \$2,000,000 is authorized for this land transaction.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON DECEMBER 18, 2025, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.**

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**KEITH STEPHENS, Secretary**

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**DAVID HOLLIFIELD, President**

**(SEAL)**

