

This Agenda is posted pursuant to Chapter 551, Texas Government Code

**Matters to Come Before a Meeting of the Board of Directors  
of Tarrant Regional Water District**

**To Be Held the 21<sup>st</sup> Day of February 2023 at 9:00 a.m.**

**Front Doors to the Main Admin Building at 800 East Northside Drive Will Open to  
the Public at 8:30am and Close Fifteen (15) Minutes After the Meeting Adjourns**

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

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

---

- 1. Pledges of Allegiance**
- 2. Public Comment**

**Citizens may present public comment at this time, limited to a total time of three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is a total time of six (6) minutes. If citizens wish to address the Board in person, each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. If citizens wish to address the Board virtually, each proposed speaker must have contacted Mr. Chad Lorange of TRWD - by telephone at (817) 720-4367 or by email at [chad.lorange@trwd.com](mailto:chad.lorange@trwd.com) - by no later than 3:00 p.m. on Monday, February 20, 2023, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. In such event, the speaker will be provided with a dial-in number to address the Board. By law, the Board may not deliberate, debate, or take action on public comment but may place the item on a future agenda.**

- 3. Consider Approval of the Minutes from the Meetings Held on January 12, 2023, and January 17, 2023**
- 4. Consider Approval of Consent Agenda**  
**All items listed on the consent agenda are considered to be regular, routine, and ministerial items that require little or no discussion. Therefore, in the**

**interest of efficiency there will be no separate discussion of these items and the board will act on them through one motion and vote. If a board member wishes for an item to be discussed and considered individually, upon the board member's request the item will be removed from the consent agenda and considered separately.**

- Consider Approval of a Contract Renewal with Quest Diagnostics for On-site Biometric Screening Services**
  - Consider Approval of Reconciliation Change Order 032, with BAR Constructors, Inc. for Joint Cedar Creek Lake Pump Station Package 2, Pump Station and Chemical Feed Facilities Project of the Integrated Pipeline Project**
  - Consider Approval of Contract with Edko, LLC for Herbicide Treatment**
  - Consider Approval of Contract Renewal with UpSpire / Presbyterian Night Shelter of Tarrant County for Floodway Trash Removal Service**
- 5. Discussion of TRWD Strategic Plan - Dan Buhman, General Manager**
  - 6. Consider Approval of Revisions and Additions to Board Governance and Purchasing Policies - Stephen Tatum, General Counsel**
  - 7. Consider Approval of Interlocal Agreement Between TRWD and the City of Fort Worth Regarding Funding for Panther Island Development Consultant - Stephen Tatum, General Counsel**
  - 8. Consider Approval of Resolution to Preserve the Water Quality and Open Space Benefits of a 6.5 Acre Parcel Owned by the District in the Benbrook Watershed - Darrel Andrews, Assistant Environmental Director**
  - 9. Consider Approval of Agreement with RO Two Media, LLC for Media Purchase Services for the Regional Water Conservation Public Awareness Campaign - Linda Christie, Government Affairs Director**
  - 10. Consider Approval of Agreement with Glass House Strategy for Creative Professional Services for the Regional Water Conservation Public Awareness Campaign - Linda Christie, Government Affairs Director**
  - 11. Consider Approval of Issuance of Letter Supporting the Application of TTI, Inc to be a Foreign Trade Zone at its Facility in the Alliance Corridor - Linda Christie, Government Affairs Director**
  - 12. Consider Approval of Transfer of Retail Electric Service at 86 locations from Cavallo Energy to Direct Energy Business - Zachary Huff, Water Resources Engineering Director**

13. **Consider Approval of an Amendment with Black & Veatch Corporation for Additional Engineering Design Services for the Cedar Creek Pipeline Replacement Project in the Mansfield to Waxahachie Area - Jason Gehrig, Infrastructure Engineering Director**
14. **Consider Approval of Amendment with HDR Engineering, Inc. for Additional Corrosion Control Engineering Services for the Cedar Creek Section 2 Pipeline Replacement Project in the Mansfield to Waxahachie Area - Jason Gehrig, Infrastructure Engineering Director**
15. **Consider Approval of Contract with Crispin Valve for Manufacturing and Delivery of Six Large Diameter Butterfly Valves for the Cedar Creek and Richland-Chambers Pipelines - Jason Gehrig, Infrastructure Engineering Director**
16. **Consider Approval of Release of Retainage, Final Payment and Contract Closeout with BAR Constructors, Inc. for JCC1 Package 2 Pump Station and Chemical Feed Facilities Project of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
17. **Consider Approval of Contract with Dunaway Associates, L.P. for Recreation Master Plan - Darrell Beason, Chief Operations Officer**
18. **Staff Updates**
  - **Fleet Update - Darrell Beason, Chief Operations Officer**
  - **Navarro County Electric Co-Op for Wholesale Power Service Update - Stephen Tatum, General Counsel**
  - **Water Resources Update - Rachel Ickert, Chief Water Resources Officer**
19. **Executive Session under Texas Government Code:**

**Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and**

**Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property**
20. **Consider Approval of Authorization to Accept Real Property Interests for the Integrated Pipeline Project - Steve Christian, Real Property Director**
  - **IPL Parcel 1021  
(City of Fort Worth)**

**A permanent easement across approximately 53.719 acres of land situated in the J.J. Albirado Survey, Abstract Number 4, R.J. Ware Survey, Abstract Number 2008, A. Castello Survey, Abstract Number 272, J. Haynes Survey, Abstract Number 780, T. Moody Survey, Abstract 1070, E. Dishman Survey, Abstract 407, J. Wilcox Survey, Abstract 1743, S.A. & M.G. R.R. Co. Survey, Abstract 1462, and the C. Martin Survey, Abstract 1022, Tarrant County, Texas**

- 21. Consider Approval of Authorization to Exchange Real Property Interests in Land Located in Lot 1, Block 1, Trinity River Addition, an Addition to the City of Fort Worth as shown on the Plat Recorded in Cabinet B, Slide 2904, Plat Records, Tarrant County, Texas - Steve Christian, Real Property Director**
- 22. Future Agenda Items**
- 23. Schedule Next Board Meeting**
- 24. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT REGIONAL WATER DISTRICT  
HELD ON THE 12<sup>th</sup> DAY OF JANUARY 2023 AT 9:00 A.M.

---

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

Present  
Leah King  
James Hill  
Mary Kelleher  
Marty Leonard

Also present were Dan Buhman, Alan Thomas, Frank Beaty, Lisa Cabrera, Kelly Harper, Rachel Ickert, Sandy Newby, Rick Odom, and Stephen Tatum of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

There were no persons from the general public requesting the opportunity to address the Board of Directors.

3.

The Board next held an Executive Session commencing at 9:05 a.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code, and to Discuss Pending or Contemplated Litigation, including discussion of legal aspects of Board vacancy; and

Section 551.074 of the Texas Government Code Regarding Personnel Matters related to Board vacancy.

Upon completion of the executive session at 9:33 a.m., the President reopened the meeting.

4.

In accordance with Board action taken on December 13, 2022 regarding the mid-term vacancy, President King made a motion to appoint Charles “C.B.” Team to the Board of Directors. Director Hill seconded the motion. The vote was 3 in favor, 0 against. Director Kelleher abstained from the vote.

5.

There were no future agenda items approved.

6.

The next board meeting was scheduled for January 17, 2023 at 9:00 a.m.

7.

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

---

President

---

Secretary

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT REGIONAL WATER DISTRICT  
HELD ON THE 17<sup>th</sup> DAY OF JANUARY 2023 AT 9:00 A.M.

---

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

Present  
Leah King  
James Hill  
Mary Kelleher  
Marty Leonard

Also present were Dan Buhman, Alan Thomas, Darrell Beason, Frank Beaty, Travis Bird, Lisa Cabrera, Steve Christian, Linda Christie, Ellie Garcia, Jason Gehrig, Rachel Ickert, Mick Maguire, Jennifer Mitchell, Sandy Newby, Rick Odom, David Owen, and Stephen Tatum of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

Public comment was received from Lon Burnam, who spoke regarding public comment. Public comment was received from Jackee Cox who spoke regarding item 3, appoint C.B. Team to Board of Trustees. Public comment was received from Daniel J. Bennett regarding item 3.

3.

Due to audio and visual difficulties experienced during the January 12, 2023 Board of Directors meeting, the Board repeated the action taken on that date appointing a new director to fill the mid-term vacancy created by the passing of Director Jim Lane. In accordance with Board action taken on December 13, 2022 regarding the mid-term

vacancy, Director Hill made a motion to appoint Charles “C.B.” Team to the Board of Directors. Director Leonard seconded the motion. The vote was 3 in favor, 0 against. Director Kelleher abstained from the vote.

4.

President King administered the Oath of Office to Charles “C.B.” Team, and he assumed his duties as Director.

5.

Director Hill moved to approve the minutes from the meeting held on December 13, 2022. Director Leonard seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

6.

With the recommendation of counsel, Director Leonard moved to approve of order calling an election to fill two (2) positions on the District’s Board of Directors to be held on Saturday, May 6, 2023. Funding for this item is included in the Fiscal Year 2023 General Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Hill moved to receive and file the District’s Annual Comprehensive Financial Report for the Year Ended September 30, 2022. The report received the Government Finance Officers Association’s Certificate of Achievement for Excellence in Financial Reporting. Director Leonard seconded the motion, and the votes were 5 in favor, 0 against.

8.

The Board received the 5<sup>th</sup> Transparency Star for Public Pensions from the Texas

Comptroller of Public Accounts. The District is the only Special Purpose District to hold all five stars in this transparency program, and one of only 15 entities in Texas.

9.

With the recommendation of management, Director Leonard moved to approve a contract in an annual amount of \$210,000 with Cassidy & Associates, Inc for congressional and federal agencies communications and advocacy efforts for one year with up to two one-year renewals. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Team moved to approve a contract in an annual amount of \$120,000 with Mindy Ellmer for state legislature and agencies communications and advocacy for one year with up to two one-year renewals. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Hill seconded the motion, and the votes were 4 in favor, 1 against.

11.

With the recommendation of management, Director Leonard moved to approve an Interlocal Agreement in an amount not-to-exceed \$27,000 between Tarrant Regional Water District and North Texas Municipal Water District. The Interlocal Agreement will be used to fund a study with Alan Plummer and Associates, Inc., to evaluate the potential for collaboration with North Texas Municipal Water District on the Cedar Creek Wetlands Project. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, Director Leonard moved to approve a task order in an amount not-to-exceed \$116,369 with Azcarate and Associates Consulting Engineers through the HVAC/Mechanical Engineering IDIQ contract for engineering design and construction services for professional services to perform improvements to the Joint Booster Pump Station #3 Cooling Towers biofouling control system. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Kelleher moved to approve a task order in an amount not-to-exceed \$499,983 with Freese and Nichols, Inc. to perform engineering and subsurface investigations as Phase II of the Richland-Chambers Reservoir Comprehensive Evaluation. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

14.

With the recommendation of management, Director Leonard moved to approve a contract in an amount not-to-exceed \$2,963,516 with Huitt-Zollars for Phase 2 services to finalize construction documents for the District's new operations compound. Funding for this item is included in the Bond Fund. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

15.

With the recommendation of management, Director Leonard moved to approve a

contract amendment in the amount of \$1,400,000 with DPC Industries, Inc. to furnish and deliver sodium hydroxide for the remaining fiscal year. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

16.

With the recommendation of management, Director Team moved to approve contract in an amount not-to-exceed \$417,652.22 with D&H United Fueling Solutions, Inc. (D&H) for removal and replacement of fuel storage and delivery system at Richland-Chambers Reservoir. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

17.

The Board held a discussion on proposed revisions and additions to current governance and purchasing policies. The proposed revisions and additions include Board vacancies, public relations and advocacy contracts, insurance procurement, meeting minutes and consent agendas. No action on the proposed revisions and additions was taken.

The Board of Directors recessed for a break from 10:25 a.m. to 10:31 a.m.

18.

The Board next held an Executive Session commencing at 10:31 a.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code, and to Discuss

Pending or Contemplated Litigation; and Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property.

Upon completion of the executive session at 10:40 a.m., the President reopened the meeting.

President King left the meeting at 10:48 a.m. Vice President Hill assumed chairmanship of the meeting.

19.

#### Staff Updates

- LAUNCH/UpSpire Initiative Update presented by Lisa Cabrera, Chief Human Resources Officer and Darrell Beason, Chief Operations Officer
- Texas Division of Emergency Management and Building Resilient Infrastructure and Communities Grant Update presented by Sandy Newby, Chief Financial Officer
- Water Resources Update presented by Rachel Ickert, Chief Water Resources Officer

20.

With the recommendation of management and outside counsel, Director Hill moved to approve the settlement of claims in the Integrated Pipeline Project - Cherry (891) Lawsuit for payment of the sum of \$175,000. Funding for this item is included in the Bond Fund. Director Leonard seconded the motion, and the votes were 4 in favor, 0 against.

21.

With the recommendation of management and outside counsel, Director Leonard moved to approve the settlement of claims in the Victory Shops at Broad Street, LLC and Cygnus, LLC Lawsuit for payment of the sum of \$25,000. Funding for this item is included

in the Bond Fund. Director Hill seconded the motion, and the votes were 4 in favor, 0 against.

22.

There were no future agenda items approved.

23.

The next board meeting was scheduled for February 21, 2023 at 9:00 a.m.

24.

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

---

President

---

Secretary

# TARRANT REGIONAL WATER DISTRICT

## AGENDA ITEM 4

**DATE:** February 21, 2022

**SUBJECT:** Consider Approval of Consent Agenda

**FUNDING:** Fiscal Year 2023 General, Revenue and Recreation Funds; Bond Fund

### **RECOMMENDATION:**

Management recommends approval of the Consent Agenda.

### **DISCUSSION:**

The following items are on the Consent Agenda and are described in more detail in the attached spreadsheet:

#### **Consider Approval of Human Resources Expenditures**

##### (1) Quest Diagnostics

- Biometric screening services for District employees
- Total estimated expenditure amount: \$42,040

#### **Consider Approval of Operations and Maintenance Expenditures**

##### (2) BAR Constructors, Inc.

- Reconciliation change order for Joint Cedar Creek Lake Pump Station Package 2, Pump Station and Chemical Feed Facilities Project
- Total credit amount: (\$929,108.15)

##### (3) Edko, LLC

- Herbicide treatment in Floodway, Reservoir and Pipeline systems
- Total expenditure amount: initial term of the contract is for seven months in the amount of \$413,791.75, and has four additional one year renewal terms. Each contract term is a not to exceed amount of \$413,791.75, with a total potential expenditure of \$2,068,958.75.

##### (4) Upspire / Presbyterian Night Shelter of Tarrant County

- Trash removal from receptacles and across the Floodway at 19 separate locations
- Total expenditure amount: \$67,992 for first renewal option

**Tarrant Regional Water District  
February 21, 2023 Board of Directors Meeting  
Consent Agenda**

**HUMAN RESOURCES EXPENDITURES**

Project	Vendor	Amount	Purpose	Budget
1 On-site Biometric Screening Services	Quest Diagnostics	Estimated cost: \$42,040 (based on 325 participants)	Biometric screenings offer employees insight into possible health concerns by providing early detection of issues related to blood pressure, cholesterol, diabetes, and obesity	General \$75,000
		<b>Total</b>	<b><u>\$42,040 annually</u></b>	<b>Total <u>\$75,000</u></b>

**OPERATIONS AND MAINTENANCE EXPENDITURES**

Project	Vendor	Amount	Purpose	Budget
2 Reconciliation Change Order for Joint Cedar Creek Lake Pump Station Package 2, Pump Station and Chemical Feed Facilities Project	BAR Constructors, Inc.	(\$929,108.15)	This change order is for electrical and chemical safety modifications and for unused contract additional unit price bid items, unused extra work items and allowance items remaining.	Bond Fund
3 Herbicide treatment	Edko, LLC	\$413,791.75	It is the District's goal to eliminate undesirable weeds in the Floodway, Reservoir and Pipeline Systems. This contract shall control unwanted vegetation around all trees, poles, guy wires, structures, rip rap, gates, fences, walkways, paths, and any other protrusions extending from the ground surface within the property boundaries of Tarrant Regional Water District. The initial term of the contract is for seven months in the amount of \$413,791.75 and has four additional one year renewal terms. Each contract term is a not to exceed amount of \$413,791.75, with a total potential expenditure of \$2,068,958.75. Edko has performed this application in previous years and the District is satisfied with their services. Edko, LLC is a non-certified prime vendor. The proposed goal is 10%.	General, Revenue, Recreation 817,600
4 Floodway trash removal service	Upspire / Presbyterian Night Shelter of Tarrant County	\$67,992 for first renewal option	UpSpire / Presbyterian Night Shelter of Tarrant County provides all labor, supervision, material and equipment necessary to remove trash from receptacles and across the Floodway at 19 separate locations. Some locations have a twice-weekly service, while the locations around Marine Creek Reservoir are serviced three times a week.	General \$68,000
		<b>Total</b>	<b><u>\$1,912,159.60</u></b>	<b>Total <u>\$885,600</u></b>

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 5**

**DATE:** February 21, 2023

**SUBJECT:** Discussion of TRWD Strategic Plan

**FUNDING:** N/A

**RECOMMENDATION:**

None, for discussion only.

**DISCUSSION:**

TRWD Board Governance Policy 2.3 provides that the strategic objectives TRWD identifies to guide its work shall be set forth in a Strategic Plan prepared by the General Manager that is updated and presented regularly, and not less than once every five (5) years, to TRWD's Board.

Per TRWD Board Governance Policy 3.3, the Board, in consultation with and with recommendations developed by the General Manager and executive team, will adopt the overall strategic plan and objectives of TRWD and review them on a regular basis.

**Submitted By:**

Dan Buhman  
General Manager

# TRWD Strategic Plan

## Fiscal Years 2023-2026

### Our Purpose

Enriching communities and improving the quality of life through water supply, flood control, and recreation.

### Our People, Our Values

We do the right thing, the right way, no matter what.

We are results-oriented people. We care for each other as much as for getting the job done.

We have a mindset of continuous improvement in all we do.

We act as stewards of the natural environment and the communities we serve.

We are prepared for when the public needs us most.

Our People are:

- Passionate
- Dedicated
- Talented
- Innovative
- Adaptable
- Collaborative
- Respectful
- Good-humored

### Our Plan

An opportunity to invest in our People.

TRWD has a long history of strong employee retention, low turnover rates, high employee engagement, and a stable culture. These strengths are challenged by changes in the job market, new employee expectations, a wave of retirements, and other stressors.

#### Strategy:

Invest in a diverse workforce through great training, a focus on safety, and the planning and support needed to live TRWD values.

#### Our Approach:

- Implement an Enterprise Safety program that ensures safety is our highest priority.
- Develop relevant and engaging annual leadership and employee training programs.
- Launch the TRWD apprenticeship program in partnership with UpSpire to attract new talent and develop future employees.
- Complete a District-wide Diversity, Equity, and Inclusion assessment and action plan.
- Expand the existing succession plan to include all District departments at multiple levels. Mitigate knowledge silos and provide greater bench depth.
- Replace the current Enterprise Resource Planning solution to meet new District needs.
- Create an annual calendar for staff engagement. Include events, communication pieces, and outreach based on calendared focus areas.
- Instill TRWD values through a targeted internal campaign.

## Our Plan (continued)

### An opportunity to meet the rapid Growth in our communities.

Our 11-county service area population is projected to nearly double in the next 50 years. TRWD is responsible for meeting the water supply, flood control, and recreation demands brought on by this rapid growth.

#### Strategy:

Focus on meeting long-term water supply needs, creating flood mitigation strategies, planning for future recreation opportunities, and continuing to focus on sustainability.

#### Our Approach:

- Begin permitting enough new water supply sources to provide water supply reliability through 2050.
- Create a long-range water supply resilience and diversification plan to ensure we have a reliable water supply in all extreme and changing conditions (e.g. power outage, climate change).
- Make substantial progress developing flood mitigation strategies upstream of the federal floodway in collaboration with regional partners.
- Pioneer the work to determine how we could optimize regional water supply across North Central Texas.
- Complete the first ever TRWD Recreation Master Plan to align our future investments with the community's needs.
- Update District facilities to accommodate a changing workforce and greatly expanded water supply, flood control, and recreation systems. Develop a plan for optimal use of office space under the District's "work appropriately" model for virtual and in-person work.
- Complete a cost-benefit analysis of potential new conservation programs targeted at permanent water savings and lower peak water demands.
- Implement an Enterprise Information Management practice to better manage data quality and efficacy across the District.
- Through the TRWD Sustainability Working Group, generate a proposed action plan.

### An opportunity to fulfill our role in the Central City Flood Control project.

This strategic project will restore the level of flood protection for which the federal floodway was originally designed. \$403M in federal funding and renewed community support have given the project momentum and it is now time to put us on the path to completion.

#### Strategy:

Fulfill local sponsor obligations to support United States Army Corps of Engineers' (USACE) construction of the bypass channel.

#### Our Approach

- Complete local obligations on pace to support USACE's construction schedule.
- Assist USACE in securing additional federal funds needed to complete the project.

## Our Plan (continued)

### An opportunity to support local stakeholders in the development of Panther Island.

TRWD has transitioned away from being the perceived Panther Island economic development lead. However, as the majority landowner, the District must play a role in Panther Island's success through key partnerships with multiple stakeholders.

#### Strategy:

Collaborate with local stakeholders to revise the Panther Island Strategic Vision; upon completion, consult with a real estate team to sell TRWD's property on Panther Island.

#### Our Approach

- Update the Panther Island Strategic Vision and the Panther Island Real Estate and Economic Development Strategy.
- Select a real estate consulting team to assist in disposition of District property surplus to construction needs.

### An opportunity to further enhance our Fiscal Responsibility.

Economic pressures have increased the tension always present in providing reliable services at the most affordable level.

#### Strategy:

Routinely update long-range financial plans while pursuing Federal and State funding to reduce costs and update internal processes to increase efficiency.

#### Our Approach

- Develop and regularly update a long-range financial plan for all District funds (Revenue, General, Special Projects, etc.). The plan will be developed through strong cross-department coordination to increase efficiency in our operations.
- Proactively pursue Federal and State infrastructure funding to reduce cost to our customers.
- Implement a more thorough end-of-year review of actual spending compared to budget to improve financial forecasting.
- Develop a construction/project management system that meets the needs of all staff involved in the District's Capital Improvement Program (CIP). This would include updating the CIP development process, a project management system, and accountability metrics.

### An opportunity to improve Community Stewardship.

To successfully enrich communities and improve quality of life, TRWD needs support and trust from the community and our customers.

#### Strategy:

Develop a public feedback strategy and track progress, publicize how we are accomplishing what we promise, and build a culture where all employees can proactively convey our many positive aspects, while demonstrating our values and commitment to the community.

#### Our Approach

- Develop and implement a public feedback strategy that identifies key areas of concern, mines for opportunities to improve service to the community, and collects data that can be used to track our progress.
- To prove that the community's trust in TRWD is warranted, publicize the ways in which TRWD accomplishes what it claims.
- Create an employee ambassador program that helps employees share our stories and accurately explain current events at the District.

## Our Plan

### Our Purpose

To successfully enrich communities and improve quality of life, TRWD needs the support and trust from the community and our customers.

### Our People, Our Values

We do the right thing, the right way, no matter what.

We are results-oriented. We care for each other as much as for getting the job done.

We have a mindset of continuous improvement in all we do.

We act as stewards of the natural environment and the communities we serve.

We are prepared for when the public needs us most.

### Our People are:

Passionate  
Dedicated  
Talented  
Innovative  
Adaptable  
Collaborative  
Respectful  
Good-humored

### An opportunity to invest in our People.

TRWD has a long history of strong employee retention, low turnover rates, high employee engagement, and a stable culture. These strengths are challenged by changes in the job market, new employee expectations, a wave of retirements, and other stressors.

#### Strategy:

Invest in a diverse workforce through great training, a focus on safety, and the planning and support needed to live TRWD values.

### An opportunity to meet the rapid Growth in our communities.

Our 11-county service area population is projected to nearly double in the next 50 years. TRWD is responsible for meeting the water supply, flood control, and recreation demands brought on by this rapid growth.

#### Strategy:

Focus on meeting long-term water supply needs, creating flood mitigation strategies, planning for future recreation opportunities, and continuing to focus on sustainability.

### An opportunity to fulfill our role in the Central City Flood Control Project.

This strategic project will restore the level of flood protection for which the federal floodway was originally designed. \$403M in federal funding and renewed community support have given the project momentum and it is now time to put us on the path to completion.

#### Strategy:

Fulfill local sponsor obligations to support United States Army Corps of Engineers' (USACE) construction of the bypass channel.

### An opportunity to support local stakeholders in the development of Panther Island.

TRWD has transitioned away from being the perceived Panther Island economic development lead. However, as the majority landowner, the District must play a role in Panther Island's success through key partnerships with multiple stakeholders.

#### Strategy:

Collaborate with local stakeholders to revise the Panther Island Strategic Vision; upon completion, consult with a real estate team to sell TRWD's property on Panther Island.

### An opportunity to further enhance our Fiscal Responsibility.

Economic pressures have increased the tension always present in providing reliable services at the most affordable level.

#### Strategy:

Routinely update long-range financial plans while pursuing federal and state funding to reduce costs and update internal processes to increase efficiency.

### An opportunity to improve Community Stewardship.

To successfully enrich communities and improve quality of life, TRWD needs support and trust from the community and our customers.

#### Strategy:

Develop a public feedback strategy and track progress, publicize how we are accomplishing what we promise, and build a culture where all employees can proactively convey our many positive aspects, while demonstrating our values and commitment to the community.

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 6

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Revisions and Additions to Board Governance and Purchasing Policies

**FUNDING:** N/A

#### **RECOMMENDATION:**

Management recommends approval of Board Governance and Purchasing Policy updates.

#### **DISCUSSION:**

TRWD Board Governance Policy 5.2 provides that the General Manager or designee shall monitor Board policies and the implementation of Board policies and identify any needed changes or additions to existing Board policies to ensure compliance with all local, state, and federal law, and the effective operations of the District.

The Board or an individual Director may also request at a properly-noticed meeting or in writing to the Board President and General Manager, that TRWD staff prepare an additional Board policy or amendment to existing Board Governance Policies or other Board policy for consideration by the Administration and Policy Committee.

Board Governance Policy 5.3 then provides that when the General Manager or designee identifies needed additions or amendments to Board Governance Policies or Board policies, or the Board or an individual Director requests additions or amendments to Board Governance Policies or Board policies, the General Manager or designee shall prepare the requested policies or amendments to existing policy. The General Manager or designee shall ensure all proposed Board Governance Policies or Board policies or amendments to existing Board Governance Policies or Board policies go through legal review. After legal review, the General Manager or designee shall submit the proposed policies or amendments to existing policy to the Administration and Policy Committee for review and consideration.

After consideration of the proposed additions or amendments to Board Governance Policies or Board policies by the Administration and Policy Committee, the Committee members, in consultation with and assistance from the General Manager or appropriate member of the executive or leadership team, shall make recommendations regarding any proposed additions or amendments to Board Governance Policies or Board policies to the Board for review and consideration.

Pursuant to these policies, at the January 17, 2023 Board Meeting the General Manager and TRWD staff presented several proposed changes to both the Board Governance Policy and the Board Approved Policies related to:

- Vacancies on the TRWD Board of Directors
- Public Relations and Advocacy Contracts
- Board Meeting Minutes
- Consent Agendas
- Insurance Procurement

The Board discussed these items and afterward the changed policies were posted on the TRWD website for public comment.

Management now brings the revised policies with additional changes based on feedback to the Board for approval.

This item was reviewed by the Administration and Policy Committee on February 14, 2023.

**Submitted By:**

Stephen Tatum  
General Counsel



# **Board Governance Policies**

The following amends and supersedes the Tarrant Regional Water District Board Governance Policies adopted July 22, 2013 and amended on November 18, 2014 and September 17, 2019. These Board Governance Policies were adopted on October 19, 2021 and are effective November 1, 2021.

## **1.0 LEGAL STATUS**

The Tarrant Regional Water District (“TRWD” or the “District”) is a water control and improvement district created under article XVI, section 59 of the Texas Constitution. TRWD is a political subdivision of the State of Texas.

TRWD’s authority comes from the legislative act creating TRWD, Tex. Rev. Civ. Stat. Ann. art. 8280–207 as amended (the “Enabling Act”). Under the provisions of the Enabling Act and the Texas Water Code, all powers of TRWD shall be exercised by TRWD’s Board of Directors (the “Board”).

## **2.0 MISSION AND OBJECTIVES**

**2.1 Vision Statement.** Enriching Communities, Improving the Quality of Life.

**2.2 Mission Statement.** It is TRWD's mission to:

1. Deliver a reliable, resilient, and sustainable supply of water to the public at the lowest cost and highest quality possible;
2. Reduce the risk of flooding in our communities with dependable flood damage reduction infrastructure and operations; and
3. Enhance the quality of life in North Texas communities by creating recreation opportunities around TRWD infrastructure to enable active lifestyles.

**2.3 Tenets and Objectives.** The strategic tenets of TRWD include resource stewardship, reliability, continuous improvement, a results-oriented approach, and care for the communities TRWD serves and its employees.

The strategic objectives TRWD identifies to guide its work shall be set forth in a Strategic Plan prepared by the General Manager that is updated and presented regularly, and not less than once every five (5) years, to TRWD's Board.

### **3.0 THE BOARD OF DIRECTORS**

TRWD shall be governed by a board of five elected directors.

**3.1 Board Authority.** The Board shall be responsible for the management of all the affairs of TRWD.

The Board may only officially act or transact any business of TRWD by majority vote of the Directors present at a properly-noticed meeting that complies with the Texas Open Meetings Act, at which a quorum of the Board is present and voting.

**3.2 No Individual Director Authority.** Individual Directors shall not exercise authority over TRWD, its property, or its employees. Unless expressly authorized by the Board, individual Directors may not act on behalf of the Board, may not speak on behalf of the Board, and may not commit the Board on an issue.

No individual Director may waive or disclose any privilege, confidential information, or right available to the Board, including any privileges or confidentiality which may apply to litigation, to real property matters, to matters concerning the awarding of contracts, or purchasing of equipment or materials.

**3.3 Board Duties and Responsibilities.** The Board will select and employ a person to serve as the General Manager for TRWD. The Board makes all decisions regarding the General Manager's compensation and has the authority to remove the General Manager in the best interests of TRWD. The General Manager will report directly to the Board.

The Board, in consultation with and with recommendations developed by the General Manager and executive team, will adopt the overall strategic plan and objectives of TRWD and review them on a regular basis. The Board shall also adopt policies it determines are in the best interest of TRWD for the operation of the District.

Each year, the Board shall adopt an annual budget.

The Board shall faithfully discharge its duties by conducting its affairs and management of TRWD in a highly ethical manner to serve the public trust and based on sound business judgment. Directors shall not discharge their duties or direct actions of TRWD for any purpose of private gain or to seek personal advantage.

**3.4 Delegation to the General Manager.** The Board delegates to the General Manager the full authority to manage and operate TRWD's affairs subject only to the orders or directives of the Board. This delegation of authority to the General Manager includes all general powers and duties in the Enabling Act, other applicable law, and Board policies necessary to accomplish TRWD's mission, plans, and strategic objectives

as approved by the Board, except for the powers and duties specifically reserved for the Board by the Enabling Act, state law, or other Board policies.

The Board's delegation of authority to the General Manager includes the authority to employ all persons necessary to properly conduct TRWD's business and operations. The general powers, duties, and responsibilities of the General Manager are set forth in Section 4.0 of these Board Governance Policies.

The strategic objectives TRWD identifies to guide its works shall be set forth in a Strategic Plan prepared by the General Manager and adopted by the Board that is updated and presented regularly to TRWD's Board, and no less than once every five (5) years, to ensure TRWD is furthering its mission for the North Texas community.

**3.5 Elections.** The election of Directors for TRWD's Board is governed by Texas Water Code Chapter 49, subchapter D and the Texas Election Code. Elections will be held in May of each odd-numbered year to elect the appropriate number of Directors. Generally, members of the Board shall serve staggered four-year terms until their successors have been qualified.

The Board shall convene at a regularly-scheduled, special, or called Board meeting no later than the eleventh day after the election day and not earlier than the time prescribed by the Election Code to conduct the local canvas. After the local canvas is conducted at the Board meeting, and before further Board action is taken, the elected candidates shall be administered the oath of office.

Within thirty (30) days after qualification of Directors following an election, each elected Director shall certify in writing that he or she has read these Board Governance Policies and agrees to follow them in the discharge of his or her duties as a Director of TRWD's Board.

**3.6 Election of Officers.** At the first Board meeting after qualification of Directors following an election, the Board shall elect from its membership a President, Vice President, and Secretary and such other officers or assistant officers the Board deems necessary. In addition, the Board may call an election of officers as it deems necessary and appropriate based on a majority vote of the Board at a properly-noticed meeting at which a quorum of the Board is present and voting.

The Vice President or Secretary shall serve as chairperson and shall preside over the Board meeting during the election of officers until such time as the President is elected.

Nominations for officers may be taken from the floor at the Board meeting prior to the vote. After nominations have been closed, Board members shall cast their vote. When there is only one nominee for an office, the chair can declare that the nominee is elected, effecting the election by unanimous consent or acclamation. An election to an office shall become final immediately.

Individual officer vacancies in the midst of a term may be filled by vote of the Board at the next regularly-scheduled Board meeting or at a special or called Board meeting.

**3.7 Duties of the President.** The Board President is the chief executive officer of the District and shall execute all documents on behalf of TRWD unless the Board authorizes another Director, the General Manager, or other TRWD staff member to execute a document or documents on behalf of TRWD. The President shall generally be authorized to represent the District at official functions unless the Board authorizes another Director to serve as the District's representative at a particular function.

The President shall preside as the chairperson at all Board meetings. In the absence or unavailability of the President, the Vice President or Secretary shall preside. As chairperson, the President shall:

1. Call to order any Board meeting;
2. Preserve order and decorum in all Board meetings;
3. Confine the Directors' debate at Board meetings to the issue under discussion;
4. Decide all questions of order with guidance from *Robert's Rules of Order*, subject to a Director's appeal and request for a vote on the question of order;
5. Have the right to declare a recess for a short intermission or break; and
6. State all questions submitted for a voice vote or roll call vote, upon the request of any Director.

The President shall generally be authorized to recommend the creation of Board committees to the Board and appoint Directors to serve on Board committees. The President shall call special meetings of the Board and review the agendas for Board meetings.

The President shall inform the Board of all correspondence to TRWD that directly concerns the Board and deliver the advice of attorneys and auditors to Directors.

The President, in consultation and cooperation with the General Manager and executive team or leadership team, shall respond to Director requests for reports, Director requests for information, requests for special meetings, and placement of matters on the agenda for Board meetings. The President may request that the General Manager or appropriate executive or leadership team member respond to Director requests.

**3.8 Duties of the Vice President.** The Vice President shall act as the Board President in case of absence or unavailability of the President. The Vice President shall serve as

the chairperson at any Board meeting if the President is absent. The Vice President shall also have authority to execute contracts and documents on behalf of TRWD in the absence or unavailability of the President. The Vice President shall also have the authority to attest to the President's signature on all contracts and legal documents if the Secretary is absent or unavailable.

**3.9 Duties of the Secretary.** The Secretary is responsible for ensuring that all records and books of TRWD are properly kept and may attest to the President's signature on all contracts and legal documents. TRWD's Records Management Officer assists the Secretary in the discharge of this responsibility to ensure proper management and retention of records and books. The General Manager may select one or more staff members to assist the Secretary and Records Management Officer ensure proper management and retention of records and books.

**3.10 Access to Information.** An individual Director, acting in his or her official capacity, shall have the right to request and obtain information regarding TRWD's administration or operations, including fiscal management, contracting and purchasing, personnel matters, and existing reports or internal correspondence regarding TRWD's affairs. If a Director is not acting in his or her official capacity, the Director has no greater right to TRWD records than a member of the public.

If information is requested and provided to an individual Director that is confidential or privileged, the General Manager or his designee shall advise the Director of the responsibility to comply with all confidentiality and privilege requirements.

Individual Directors shall not direct or require TRWD staff to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to TRWD staff regarding the preparation of reports shall be made by the Board as a whole.

**3.11 Communication with or regarding TRWD Staff.** Directors should direct all requests for information from or meetings with TRWD staff to the General Manager or his or her designee. The General Manager, or his or her designee, may make the decision whether to attend the meeting between a Director and TRWD staff.

A Director may not exert pressure of any kind on the General Manager or staff members to hire, promote, change the compensation or benefits of, or dismiss any employee of the District. The authority to hire, promote, dismiss, or change the compensation or benefits of any TRWD staff ultimately rests with the General Manager. If a Director does attempt to exert such pressure, the General Manager is instructed and obligated to bring the matter to the attention of the Board.

**3.12 Training.** The Board shall receive annual training and/or legal updates regarding open governance, particularly the Texas Open Meetings Act and Texas Public Information Act, and ethics.

**3.13 Expense Reimbursement.** Directors may submit and receive reimbursement for actual expenses incurred by an individual Director for his or her reasonable travel, lodging, or meals required when attending to the business of the District.

**3.14 Education and Training Expenses.** Because a well-educated and knowledgeable Board of Directors is important to TRWD's mission and objectives, TRWD may authorize and reimburse Directors' reasonable expenses for attending educational, training, and developmental opportunities related to issues facing water districts.

**3.15 Board Vacancies.** A mid-term vacancy on the Board shall be filled for the remainder of the unexpired term by appointment of the Board no later than sixty (60) days after the date the vacancy occurs. The appointment shall be made by majority vote of the Board at a regular or special meeting. Eligible candidates for appointment shall be compiled through any process the Board in its discretion determines to be fair, appropriate, and in the best interests of the public. Factors to consider in making the appointment may include the amount of time before the next regular Board election, the results of the most recent past election, public input, and any other factors the Board considers to be in the public's interest.

#### **AUTHORITY**

Tex. Elec. Code § 67.003(b)

Tex. Gov't Code §§ 551.001, et seq.

Tex. Water Code § 49.053

Tex. Water Code § 49.054

Tex. Water Code § 49.056

Tex. Water Code § 49.057

Tex. Water Code § 49.105

Tex. Water Code, Chapter 49, subchapter D

## **4.0 THE GENERAL MANAGER**

The General Manager shall perform all general powers and duties delegated to the General Manager by the Board. The General Manager shall report to the Board of Directors and work with TRWD's executive team and leadership team to effectuate the District's strategic direction, formulate procedures and plans, and provide overall direction to the District to ensure TRWD's continued success. The General Manager is ultimately responsible for the management, operational effectiveness, and financial health of the District.

**4.1 Executive and Leadership Teams.** The General Manager may establish an executive team and leadership team and may select the members to serve on the executive team and leadership team to assist the General Manager with the management and operation of the District.

**4.2 Hiring and Removal.** The Board, acting as a body, shall hire a General Manager of TRWD. The Board, acting as a body, may remove a General Manager if the Board determines it is in the best interests of TRWD.

**4.3 Duties and Responsibilities of the General Manager.** The General Manager shall manage and operate TRWD's affairs in accordance with local, state, and federal law and Board policies. The General Manager may delegate any general duties or responsibilities, including the duties identified below, to a member of the executive team, leadership team, or other TRWD staff to serve as the General Manager's designee.

In addition to the general powers and duties delegated by the Board to the General Manager, the General Manager shall:

1. Collaborate with the Board of Directors in defining and establishing TRWD's mission, vision, and strategic goals;
2. Attend all special and regular meetings of the Board of Directors and meetings of Board Committees, or ensure that a member of the executive team or leadership team attends in the General Manager's absence or unavailability;
3. Manage and oversee the complete operation of TRWD in accordance with the direction established in the Strategic Plan and ensure compliance with all legal and regulatory requirements;
4. Supervise and control access to and activities upon TRWD facilities or property;

5. Have ultimate authority to hire, determine compensation and benefits, and supervise all employees of TRWD, including dismissal of any TRWD employee for any reason not prohibited by local, state, or federal law;
6. Serve as the primary spokesperson and representative for the District and act as a liaison between the District and the community;
7. Develop and recommend to the Board strategies and operating plans that support Board initiatives and assist in achieving short-term and long-term goals of TRWD, including strategies and plans which ensure and promote the financial health and viability of the District;
8. Ensure the Board is advised of the financial health and needs of the District;
9. Continuously review Board policies and if any deficiencies are identified, provide such information to the Board;
10. Ensure TRWD staff develop and implement administrative procedures and practices to effectuate Board policies and to ensure TRWD complies with all local, state, and federal laws;
11. Ensure TRWD administrative procedures and practices are consistent with and reflective of the policies adopted by the Board;
12. Make recommendations to the Board on any matter the General Manager deems necessary;
13. Make recommendations, as appropriate, to the Board regarding the hiring of private consultants (accountants, engineers, and financial advisers) and supervise and coordinate the authorized work of any private consultant retained by the Board; and
14. Perform any other duties and responsibilities assigned to the General Manager by the Board.

**4.4 Annual Evaluation.** The Board of Directors shall conduct an annual review of the General Manager's performance. The annual review should be conducted prior to December 1 each year. The Board may enlist the assistance of a private consultant or attorney to facilitate the evaluation process.

The Board shall conduct the General Manager's evaluation, which may be developed with a private consultant, based on pre-established criteria identified by the Board that are tied to the District's Strategic Plan and the duties and responsibilities delegated to the General Manager. The General Manager shall conduct a self-evaluation, in consultation with any private consultant retained by the Board, which addresses each of the criteria established by the Board.

Each Director shall participate in the evaluation of the General Manager based on the General Manager's self-evaluation and a Director's individual discussion with the General Manager or interview conducted by any private consultant retained by the Board.

The Board shall complete the evaluation and discuss the Board's conclusions with the General Manager in an executive session closed to the public.

**4.5 Compensation.** The Board of Directors shall establish the annual salary the General Manager receives. The Board may vote to authorize additional remuneration to the General Manager, such as incentive or performance-based compensation, so long as the additional compensation is consistent with the Texas Constitution and Texas state law.

**4.6 Ethics and Standards of Conduct.** The General Manager shall follow all standards of conduct and ethical practices set forth in Board policies and TRWD's administrative procedures. The General Manager shall not accept payment from any source other than TRWD for work performed as the District's General Manager.

No member of the General Manager's family, within the third degree by consanguinity or within the second degree of affinity as defined in Chapter 573, subchapter B of the Texas Government Code, and no domestic partner of or individual in a dating relationship with the General Manager, may be employed by TRWD or have a substantial interest in an organization associated with or benefiting from TRWD without disclosure to and authorization from the Board of Directors.

**5.0 BOARD POLICYMAKING.** In addition to these Board Governance Policies and the framework under which the Board of Directors must operate under the law, the Board shall adopt additional policies for the operation of TRWD. The following procedures shall be followed with respect to preparation and adoption of Board Governance Policies, Board policies, and presentation of TRWD administrative procedures to the Board.

### **5.1 Definitions.**

Board Governance Policies: Board Governance Policies shall be the policies, outlined herein, that are adopted by the Board regarding the Board's own internal operations and procedures and shall be binding on all individual Directors serving on the Board.

Board Policies: TRWD shall be guided by Board-adopted written policies accessible to the public that serve as a primary method by which the Board exercises its governance over the operation of the District.

Administrative Procedures: The General Manager and TRWD staff shall be responsible for developing and enforcing procedures for the operation of the District that are consistent with and designed to implement Board policy and local, state, and federal law. TRWD's administrative procedures shall be designed to promote and further the mission and objectives of the District. These procedures shall be the administrative regulations of TRWD and should consist of guidelines, handbooks, manuals, forms, and any other documents setting forth the standard operating procedures of TRWD.

**5.2 Requests for Additional Policies or Amendments to Policies.** The General Manager or designee shall monitor Board policies and the implementation of Board policies and identify any needed changes or additions to existing Board policies to ensure compliance with all local, state, and federal law, and the effective operations of the District.

The Board or an individual Director may also request at a properly-noticed meeting or in writing to the Board President and General Manager, that TRWD staff prepare an additional Board policy or amendment to existing Board Governance Policies or other Board policy for consideration by the Administration and Policy Committee.

**5.3 Policy Formation and Submission.** When the General Manager or designee identifies needed additions or amendments to Board Governance Policies or Board policies, or the Board or an individual Director requests additions or amendments to Board Governance Policies or Board policies, the General Manager or designee shall prepare the requested policies or amendments to existing policy. The General Manager or designee shall ensure all proposed Board Governance Policies or Board policies or amendments to existing Board Governance Policies or Board policies go through legal review. After legal review, the General Manager or designee shall submit the proposed

policies or amendments to existing policy to the Administration and Policy Committee for review and consideration.

After consideration of the proposed additions or amendments to Board Governance Policies or Board policies by the Administration and Policy Committee, the Committee members, in consultation with and assistance from the General Manager or appropriate member of the executive or leadership team, shall make recommendations regarding any proposed additions or amendments to Board Governance Policies or Board policies to the Board for review and consideration.

**5.4 Consideration and Adoption of Board Policy.** All proposed policies or amendments to existing Board Governance Policies or other Board policies shall be considered by the Board at a regular, special, or called Board meeting or Board workshop. The proposed policy or amendment to Board Governance Policies or other Board policy shall be timely placed on the Board agenda. A copy of the proposed Board policy or amendment to existing Board policy shall be provided to all Directors at least 72 hours before the Board meeting where the proposed policy or amendment to Board Governance Policies or other Board policy will be considered.

All policies or amendments to Board Governance Policies or other Board policies must be adopted by a majority vote of the Board at a properly-noticed meeting at which a quorum of the Board is present and voting. The formal adoption of Board Governance Policies or other Board policies or amendments to Board Governance Policies or other Board policies shall be recorded in the minutes of the Board meeting. Only those proposed policies or amendments to proposed policies adopted by a majority vote of the Board shall be regarded as official policy of TRWD's Board of Directors.

**5.5 Board Review of Administrative Procedures.** Administrative procedures that are developed or amended by the General Manager or his or her designee shall be regularly presented to the Board. The Board does not vote on or adopt TRWD's administrative procedures.

## **6.0 BOARD MEETINGS**

A meeting of the Board of Directors of TRWD is defined as any meeting that is required to be posted under the Texas Open Meetings Act. The Board shall give written notice of the date, hour, place, and subject(s) of each meeting it holds.

All regular monthly meetings and special meetings of the Board shall be open to the public, and public notices shall be posted in compliance with applicable state law.

**6.1 Regular Monthly Board Meetings.** The Board of Directors shall conduct monthly regular Board meetings in accordance with Section 49.064 of the Texas Water Code and Chapter 551 of the Texas Government Code. The Monthly Board Meeting shall be held at 800 E. Northside Drive, Fort Worth, Texas in the TRWD Administrative Offices building. When determined necessary and for the convenience of the Directors, the Board President, or a majority vote of the of the Board, may change the location of a Board meeting. The notice for that Board meeting shall reflect the changed location.

Directors of the TRWD shall be given 72 hours' notice for regular monthly and special meetings.

All meeting notices and official records of Board meetings shall be preserved in accordance with applicable state law and TRWD's record retention procedures.

**6.2 Special or Called Board Meetings/Board Workshops.** The Board President shall call special or called Board meetings or workshops as appropriate. The Board President shall call a special or called Board meeting or workshop at the President's discretion or at the formal, written request of two Directors. A formal request shall:

1. Be submitted by two or more Directors to the Board President either by e-mail or paper;
2. Contain language for the specific agenda item(s) for the requested special or called Board meeting that is/are identical from two Directors; and
3. If submitted on paper, be signed by two or more Directors with the date of the request.

The Board shall hold a special or called meeting addressing the specific agenda items presented in the formal, written request within 60 days after the formal, written request is received.

**6.3 Emergency Meetings.** The Board President may call an emergency meeting when an emergency or an urgent public matter arises that is an imminent threat to public health and safety, or a reasonably unforeseeable situation arises, and the Board has a need to take immediate action.

Notice for emergency meetings shall be provided to the Directors at least one hour prior to the scheduled time of an emergency meeting.

**6.4 Notice to the Public.** Notice of a Board meeting shall be posted in a place convenient to the public and in the Administrative Offices of TRWD, as well as on the internet, at least 72 hours before the scheduled time of a meeting. The notice shall also be provided to the secretary of state and the county clerk of the county in which the administrative office of TRWD is located; or, TRWD may post notice of each meeting on TRWD's website.

Notice for an emergency Board meeting or the addition of an emergency action item to a meeting agenda shall be posted for at least one hour before the meeting is convened.

**6.5 Executive Session (Closed Meeting).** The Board of Directors may meet in executive session closed to the general public on matters exempted by the Texas Open Meetings Act or other applicable state law from public meeting requirements, provided that requirements for public notice and documentation of such sessions are followed.

Procedures for Executive Session: If a closed meeting is allowed, the Board shall not conduct the executive session unless a quorum of the Board first convenes in an open meeting for which proper notice has been given and the presiding officer has publicly announced that an executive session will be held and has identified the section or sections of the Texas Open Meetings Act or other applicable law under which the executive session is held.

Certified Agenda: The Board shall keep a certified agenda of the proceedings of each executive session closed to the general public except for private consultations with the District's attorney as permitted under Sections 551.071 and 551.103 of the Texas Government Code. The certified agenda will include a statement of the subject matter for each deliberation, a record of any further action taken, and an announcement by the Board President at the beginning and end of the closed executive session indicating the date and time. Board members, acting in their official capacity, may not receive, remove, or copy the certified agenda from an executive session.

The Board President shall attest that the certified agenda is a true and correct record of the proceedings. The certified agenda will be retained by the District's General Counsel as a record of a closed executive session for at least two years after the date of the meeting. If litigation regarding the executive session is brought within the two-year preservation period, the Board shall preserve the certified agenda while the litigation is pending.

Recording Prohibited: Executive sessions (closed meetings) shall not be recorded by any person unless a majority vote of the Board authorizes such recording.

Conflicts of Interest in Executive Session: A member of the Board of Directors shall not participate in a portion of an executive session involving any litigation that the member

has pending against the District. Additionally, no person shall attend a portion of an executive session when the individual's interests on a topic are adverse to the District's.

No Participation in Improper Closed Meetings: No Director shall willfully call or aid in calling an executive session, or to close a meeting or session to the public, or willfully participate in an executive session where an executive session is not duly posted or otherwise not permissible. No Director shall knowingly participate in an executive session knowing that a certified agenda of the executive session is not being kept. No Director or group of Directors of the Board should circumvent, or conspire to circumvent, the provisions of the Texas Open Meetings Act by meeting in numbers constituting less than a quorum for the purpose of secret deliberations in contravention of the Open Meetings Act.

If, in the opinion of a Director, a discussion in the executive session goes beyond the specific called agenda item(s) or includes topics that should not be discussed in executive session under law, the Director should call the presiding officer's attention to a "point of order."

Except as required by court order, other applicable law or under the provisions of this section, no one other than a TRWD Board member will be granted access to executive session records. Requests for access or review of such records by a TRWD staff member or legal counsel retained to represent TRWD must be made in writing to the General Counsel and must state the reasons for the request. Access to the records will be granted only by the General Counsel. The General Counsel will be responsible for maintaining the confidentiality of executive session records.

**6.6 Rules of Order.** The Board of Directors will use the modified parliamentary procedures as articulated in *Robert's Rules of Order, Newly Revised* as a guide when applicable or when any procedural dispute arises. The Board President shall be the final authority for interpreting the applicability of *Robert's Rules of Order* in all Board meetings. The Board may suspend procedural rules at any Board meeting by a majority vote of Directors who are present and cast a vote.

**6.7 Voting.** Directors may vote by a show of hands or by voice vote, depending on the direction given by the Board President. Any Director may abstain from a vote. Such vote or abstention from the vote shall be recorded upon that Director's request.

Any final action, decision, or vote by the Board on a matter deliberated in an executive session shall be made only in an open meeting for which proper notice has been given.

**6.8 Discussion and Limitations.** All Board discussions shall first be addressed to the Board President and then opened to the entire Board. Discussion shall be limited solely to the agenda item presently under deliberation. The Board President shall terminate any discussion that does not apply to the agenda item before the Board.

Additionally, the Board President shall terminate discussions which exceed any agreed time limitation for discussion of a particular agenda item, and that time limit has expired. The Board President shall not otherwise interfere or impede debate among the Directors so long as members wish to address only those items under consideration.

Directors shall conduct themselves in accordance with the Board's Standards of Conduct and ethical obligations during discussions.

**6.9 Public Comment.** The Board shall provide a forum at regular Board meetings for members of the public to comment on matters not on the agenda. The Board will allow each member of the public who desires to address the Board regarding an item on an agenda for an open meeting of the Board to address the Board regarding the agenda item at the beginning of the Board meeting during the public comment forum provided by the Board. At all other times during Board meetings, the audience shall not enter into discussion or debate on matters being considered by the Board.

All individual presentations shall be limited to three (3) minutes, regardless of the number of agenda items on which the individual seeks to comment, or six (6) minutes if such comments are provided through a translator. The Board President may allow additional time for an individual presentation if the Board President deems the time limit is unreasonable under the circumstances.

In response to an inquiry from a member of the public at a meeting, the Board may either provide a statement of specific factual information or recite existing policy. Any deliberation or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

**6.10 Minutes.** Action taken by the Board of Directors shall be carefully recorded by the Board Secretary or TRWD staff member assisting the Board Secretary and provided to all Directors before the next meeting at which the minutes shall be approved. Public comments shall be recorded in the minutes by reciting the agenda item and/or subject written on the commenter's speaker card submitted prior to the meeting, or as communicated to TRWD staff prior to the public meeting. Corrections to the minutes shall be made at the meeting at which they are approved. Once approved or corrected by the Board at the next regular or special/called meeting, these minutes shall serve as the legal record of official Board action. Approved minutes of all meetings shall be signed by the Board President and Board Secretary.

Minutes of the Board of Directors meetings shall be kept in an official file and retained in accordance with TRWD's records retention schedule. Individuals wishing to review the minutes should contact TRWD during regular business hours. Minutes may also be accessed by visiting TRWD's website.

**6.11 Conduct at Board Meetings.** The Board shall not tolerate disruption of the meeting by members of the public. If, after at least one warning from the Board President,

any person continues to disrupt the meeting by his or her words or actions, the Board President shall request assistance from law enforcement officials to have the person removed from the meeting.

Individuals attending Board meetings shall not engage in conduct that disrupts, interrupts, or causes delay in the proceedings. The Board President shall take such measures as may be necessary to ensure that decorum is preserved at all times during Board meetings.

**6.12 Board Committees.** Duly-created Board committees, discussed in Section 8.0 of these Board Governance Policies—which may consist of Directors and TRWD staff—may only conduct meetings, consider issues, and make recommendations to the Board regarding matters within the specific authority granted by the Board. Unless otherwise delegated by the Board to the committee, to be binding on the Board, all committee recommendations must be provided to the Board at the next regular or special/called Board meeting for consideration and discussion, and a vote by the Board regarding the committee’s recommendation.

**6.13 Training.** Members of the TRWD Board of Directors shall participate in annual training prior to September 1 each year on the Texas Open Meetings Act.

## **AUTHORITY**

Tex. Gov’t Code §§ 551.001, et seq.  
Tex. Gov’t Code § 551.005  
Tex. Gov’t Code § 551.007  
Tex. Gov’t Code § 551.041  
Tex. Gov’t Code 551.042  
Tex. Gov’t Code § 551.045  
Tex. Gov’t Code E § 551.0554  
Tex. Gov’t Code § 551.101  
Tex. Gov’t Code § 551.103  
Tex. Gov’t Code § 551.104  
Tex. Gov’t Code § 551.144  
Tex. Gov’t Code § 551.445  
Tex. Atty. Gen. Op. JC-0120 (1999)  
Tex. Atty. Gen. Op. JM-1004 (1989)  
Tex. Atty. Gen. Op. JC-0506 (2002)  
Tex. Atty. Gen. Op. KP-0300 (2020)

## 7.0 BOARD MEETING AGENDAS

The General Manager, in consultation with the Board President, shall prepare the agenda for all Board meetings. Agendas for all Board meetings shall be sufficiently specific in order to inform the public of subjects to be deliberated at the meeting, including any special or unusual matters in which the public has a particular interest.

**7.1 Requests for Agenda Items.** The Board President or any two members of the Board of Directors may request that a subject be included on the meeting agenda for open meetings. A request can be made orally at a Board meeting that is open to the public or in writing to the Board President and/or General Manager.

The General Manager shall include all timely submitted items that satisfy these criteria on a preliminary agenda for review in consultation with the Board President. If a written request for an agenda item is not made with sufficient time to be placed on the agenda for the next Board meeting, the General Manager shall include the requested agenda item on the agenda for the following Board meeting.

**7.2 Order of Business.** The order of business for all regular monthly meetings of the Board of Directors shall be as set forth in the agenda accompanying the notice of the meeting. During the meeting, the Board President may change the order in which agenda items are taken, unless a majority of the Board votes to retain the order of items as listed on the agenda.

**7.3 Consent Agenda.** When preparing the agenda, the General Manager, in consultation with the Board President, shall determine which agenda items, if any, qualify for placement on the consent agenda. Consent agendas shall include routine or recurring items which are grouped under one action item. Consent agenda items shall be presented on the posted agenda by listing them individually under the "Consent Agenda" item, with additional detail provided in the posted backup material. The Board of Directors shall be provided with background material supporting each consent agenda item. Consent agenda items shall be acted on by one Board vote without separate discussion, unless the General Manager or a Board member requests that an item be withdrawn from the consent agenda for individual consideration. Any remaining consent agenda items shall be adopted under a single motion and vote.

By way of example only, consent Agenda Items may include, but are not limited to:

1. Items that are routine and ministerial in nature; ~~or~~
2. Items not involving an expenditure of funds; or
- 2.3. Items involving a minimal or nominal expenditure of funds.

**7.4 Executive Session.** All Board meeting agendas shall include language reflecting the possibility of an executive session during an open meeting, in accordance with state law.

**7.5 Emergency Agenda Items.** In an emergency or when there is an urgent public necessity, a meeting agenda to deliberate or take action on an emergency or urgent public necessity, or a supplemental notice to add the deliberation or taking of action on the emergency or urgent public necessity as an item to the agenda for a meeting for which notice has been posted in accordance with the Texas Open Meetings Act, is sufficient if the notice or supplemental notice is posted for at least one hour before the meeting is convened.

**AUTHORITY**

Tex. Gov't Code §§ 551.001, et seq.

## 8.0 BOARD COMMITTEES

The purpose of Board Committees is to provide adequate time for detailed review and evaluation of information for a small group of Directors to be knowledgeable and informed on appropriate matters. The Committees shall keep the Board apprised of the matters it is considering and make recommendations to the Board prior to Board action.

**8.1 Standing Committees.** TRWD's Board has established the following standing or perpetuate committees of TRWD's Board of Directors:

**Construction and Operations Committee.** This Committee reviews TRWD's construction activities as well as the operations and maintenance of TRWD infrastructure. This review includes, but is not limited to, design, construction, and maintenance contracts for new and existing infrastructure, water supply contracts, conservation programs, watershed protection and water quality, and electricity purchases.

**Real Estate Committee.** This Committee reviews, considers, and evaluates real estate purchases, operating agreements, and sales of real estate.

**Finance and Audit Committee.** This Committee reviews TRWD's financial information, investment policies, and audits. This Committee serves on behalf of the Board as the primary point of contact for the internal auditor and internal audit department.

**Administration and Policy Committee.** This Committee reviews and evaluates Board Governance Policies and Board Policies, including proposals or recommendations for additions or amendments to Board Governance Policies and Board Policies. This Committee also oversees the General Manager's annual evaluation and makes recommendations to the Board regarding the General Manager's compensation.

**Recreation Committee.** This Committee considers all aspects of TRWD's recreation investments including, but not limited to, infrastructure investments, infrastructure operations and maintenance, programming, and events. Construction, operations, and maintenance activities specific to TRWD recreation infrastructure are considered by and within the purview of the Recreation Committee. All other construction, operations, and maintenance activities are in the purview of the Construction and Operations Committee.

**8.2 Special Purpose Committees:** In addition to the standing or perpetual committees discussed in Section 8.1, the Board may vote from time to time to create special purpose committees to address a particular project or program. The Board shall give a name to a special purpose committee that is reflective of the committee's function

and purpose. A special purpose committee created by the Board shall exist for no longer than one year unless the Board votes to extend the time for its existence.

**8.3 New Committees.** The Board President or two members of the Board may propose the creation of new or additional standing committees or special purpose committees. The Board shall consider the creation of any new standing or special purpose committee to confirm the need for the new committee. Any new standing or special purpose committee is created by a majority vote of the Board at the next regularly-scheduled Board meeting after the new committee is proposed.

**8.4 Committee Membership.** The Board President appoints Directors to standing committees or special purpose committees. Each Director shall serve on at least two standing committees. The General Manager or designee from the executive or leadership team shall be an ex-officio member of all Committees. The General Manager and/or designee may be excused from a Committee meeting when matters related to the General Manager are under review or consideration.

If a vacancy occurs on a Board-established Committee, the President shall promptly designate a replacement Director to the Committee.

On or before August 1 in an election year, the Board shall vote to appoint or reappoint the members of TRWD's standing committees.

**8.5 Committee Meetings.** Committee meetings will be held on the date, time, and location determined by the Directors who serve on the Committee.

**8.6 Board Referrals of Matters to Committees.** The Board may refer specific items to committees for review or consideration and for recommendation to the Board. If the Board refers an item to a Committee, a Committee meeting shall be called as soon as practicable to review or consider the matter and prepare a recommendation to the Board for potential Board action.

## **9.0 BOARD OF DIRECTORS STANDARDS OF CONDUCT AND ETHICAL OBLIGATIONS**

These Standards of Conduct govern, affirm, and clarify the policies and expectations of TRWD concerning the conduct of members of the Board of Directors. It is in the best interests of TRWD for its governing body to maintain the highest standards of integrity, candor, impartiality, and conduct so that the best interests of TRWD may be served and the business of TRWD is carried out in a manner that upholds TRWD's business responsibilities and derives confidence of TRWD's staff, customers, and constituents. In conducting themselves in a manner consistent with the highest standards of integrity and personal conduct, TRWD Directors shall avoid even the appearance of any conflict of interest or impropriety.

These Standards of Conduct and Ethical Obligations should be reflected in Board policies and TRWD administrative procedures to ensure the General Manager, TRWD's executive and leadership teams, and all TRWD staff adhere to appropriate standards of conduct and the utmost ethical practices in the performance of their duties for TRWD.

**9.1 General Standards of Conduct.** Each Director is expected to demonstrate the highest degree of ethics in their official responsibilities and duties in order to maintain the integrity of TRWD. Each Director must commit to ensuring that they conduct themselves with honesty, integrity, and fairness in the discharge of their duties and ensure that TRWD business is conducted ethically and transparently.

Each Director is expected to become familiar with these policies and state law and procedures regarding ethical practices for public officials.

Additionally, members of the Board of Directors shall adhere to the following standards:

1. Attend all duly-scheduled Board meetings and committee meetings insofar as possible and become informed concerning issues to be considered at those meetings.
2. Communicate to other Board members and the General Manager expressions of public reaction to Board policies and programs.
3. Inform oneself about current issues by individual study and through participation in programs providing needed information.
4. Avoid being placed in a position of conflict of interest, and refrain from using the Board position for personal or partisan gain.
5. Take no private action that will compromise the Board or TRWD staff and respect the confidentiality of information that is privileged or confidential.

6. Bring about desired changes through legal and ethical procedures, upholding and enforcing all applicable statutes, regulations, and court decisions pertaining to water control and improvement districts.
7. Work with other Board members to establish effective Board policies and to delegate authority for the administration of the District to the General Manager.
8. Endeavor to make policy decisions only after full discussion at publicly-held Board meetings.
9. Render all decisions based on the available facts and independent judgment and refuse to surrender that judgment to other individuals or special interest groups.
10. Encourage the free expression of opinion by all Board members, and seek systematic communications between and among the Board, TRWD staff, and the community.
11. Work with other Board members and the General Manager to establish effective policies and practices prohibiting unlawful discrimination, including conduct that constitutes sexual harassment.
12. Support TRWD's employment of those persons best qualified to serve as staff and insist on avoiding preferential treatment of any person.

**9.2 Attendance at Board Meetings.** If a Director fails to attend six (6) consecutive regular meetings of the Board, or one-half or more of the regular meetings scheduled during the prior twelve (12) months, the Board by unanimous vote may remove the Director from serving as a member of the Board of Directors. The Board of Directors, however, may determine if fairness requires that the absences be excused on the basis of illness or other good cause.

**9.3 Conflict of Interest Disclosure.** If a Director has a substantial interest in a business entity or in real property, as defined by Local Government Code Chapter 171, the Board member shall file with the official recordkeeper of the Board, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation on the matter if the Board action will have a special economic effect on the business entity or the value of the property that is distinguishable from its effect on the public.

If a Director is required to file and does file an affidavit under this section, the Board member is not required to abstain from further participation in the matter at issue if a majority of the Board is likewise required to file and does file affidavits of similar interest on the same official action.

An individual has a “substantial interest” if the individual or his or her parent, child, stepchild, spouse, or spouse’s parent:

1. Has a controlling interest in the business entity;
2. Has ownership in excess of ten percent of the voting interest in the business entity or in excess of \$15,000 of the fair market value of the business entity;
3. Has any participating interest, either direct or indirect, by shares, stock, or otherwise, whether or not voting rights are included, in the profits, proceeds, or capital gains of the business entity in excess of ten percent;
4. Holds the position of a member of the Board of Directors or other governing board of the business entity;
5. Serves as an elected officer of the business entity; or
6. Is an employee of the business entity.

**9.4 Contractors, Vendors, and Consultants.** All activities of TRWD shall be carried out in accordance with local, state, and federal law. Directors are expected to avoid any improper interactions with contractors, vendors, and consultants who provide services to or seek to provide services including, but not limited to, bribes, kickbacks, or other illegal payments.

TRWD does not authorize or condone illegal or unethical activities by any of its contractors, vendors, and consultants. Directors who have knowledge of illegal or unethical activities by such third parties shall immediately report to the Board or the General Manager any activities which may be an indicator of illegal or unethical business practices.

No Director, or member of a Director’s family, shall solicit or accept any gift, favor, or service from a current or potential contractor, vendor, or consultant that might reasonably tend to influence the Director in the discharge of official duties or that the officer knows or should know is being offered with the intent to influence the Director’s official conduct. Directors are specifically prohibited from accepting from current or potential contractors, vendors, and consultants:

1. Vacations, pleasure trips, or hunting trips;
2. Discounts not available to the general public;
3. Products or services not available to the general public under similar circumstances;
4. Loans or advances;

5. Entertainment at a discount unavailable to the general public; or
6. Other unusual favors not available to the general public at the same cost.

Any Director receiving such offers shall immediately report such offers to the General Manager or to the Board of Directors.

A "gift" does not include a reasonable meal accepted as a guest, or a promotional item of nominal value, typical of items given at vendor booths at conferences.

**9.5 Confidentiality.** When there are competing confidentiality or security concerns, the Board may establish reasonable procedures or limitations to preserve confidentiality. If a member of the Board requests access to records which may be confidential, TRWD shall direct such requests to the General Counsel for review. Individual records responsive to the request shall first be reviewed by the General Counsel and marked as "Confidential." Records so marked may be reviewed by the requesting Board member, but copies may not be released, or their contents disclosed, without the approval of the Board. The reviewing Board member is required to maintain the records in the same manner they were maintained by TRWD.

At the time a Director is provided access to confidential records or to reports compiled from such records, the General Manager, other District employee, or General Counsel shall advise them of their responsibility to comply with confidentiality requirements.

**9.6 Privilege.** Communications between the Board of Directors and legal counsel is considered confidential if the information is not intended for disclosure to third persons other than those persons to whom the disclosure of information is made in furtherance of rendering professional legal services to TRWD and/or the Board of Directors or those reasonably necessary for the transmission of the communication. The attorney-client privilege belongs to the Board as a whole, and the privilege may not be waived except by the Board as a whole. Any unauthorized disclosure of an attorney-client communication is strictly prohibited.

**9.7 Prohibition on Nepotism.** A Director may not appoint a person to a position that is to be directly or indirectly compensated from public funds or fees of office if the person is related to the Director by blood (consanguinity) within the third degree or by marriage (affinity) within the second degree; or the person is related to another member of the Board of Directors by blood or marriage within a prohibited degree defined under state law. In addition, a Director may not appoint a person to a position that is to be directly or indirectly compensated from public funds or fees of office if the person is a domestic partner of or in a romantic relationship with the Director.

This prohibition on nepotism expressly includes directing the General Manager or TRWD staff to employ such a person at TRWD.

**9.8 Prohibition on Bribery.** A Director shall not intentionally or knowingly offer, confer, agree to confer on another, solicit, accept, or agree to accept a benefit:

- In exchange for the Director's decision, opinion, recommendation, vote, or other exercise of discretion as a Director of TRWD;
- In exchange for a violation of a duty imposed on the public servant by law; or
- That is a political contribution as defined by Title 15 of the Election Code or an expenditure made and reported as a lobbying expense in accordance with Government Code, Chapter 305, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion, if such exercise of official discretion would not have been taken or withheld but for the benefit. "Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

**9.9 Prohibition on Illegal Gifts:** A Director shall not solicit, accept, or agree to accept any benefit from a person the Director is interested in or likely to become interested in contracts, purchases, payments, claims, or other pecuniary transactions with TRWD.

A Director who receives an unsolicited benefit that the Director is prohibited from accepting under this section may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax exempt charitable organization formed for educational, religious, or scientific purposes.

This prohibition on illegal gifts does not apply to:

1. A fee prescribed by law to be received by the Director or any other benefit to which the Director is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a public servant;
2. A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the status of the recipient as a Director;
3. A benefit to a Director required to file a statement under Texas Government Code Chapter 572 or a report under Texas Election Code Title 15 that is derived from a function in honor or appreciation of the recipient if:
  - The benefit and the source of any benefit in excess of \$50 is reported in the statement; and

- The benefit is used solely to defray the expenses that accrue in the performance of duties or activities as a Director which are non-reimbursable by TRWD;
4. A political contribution as defined by Title 15 of the Texas Election Code;
  5. An item with a value of less than \$50, excluding cash or a negotiable instrument as described by Texas Business and Commerce Code § 3.104;
  6. An item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity;
  7. Transportation and lodging expenses or meals in connection with a conference or similar event at which the Director renders services, such as addressing an audience or engaging in a seminar, to the extent those services are more than merely perfunctory; or
  8. Food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.

**9.10 Prohibition on Improper Honoraria and Expenses.** A Director shall not solicit, accept, or agree to accept an honorarium in consideration for services that the Director would not have been requested to provide but for his or her official position or duties as a member of TRWD's Board of Directors. A Director, however, is not prohibited from accepting transportation and lodging expenses or meals in connection with a conference or similar event in which he or she renders services, such as addressing an audience or engaging in a seminar, to the extent those services are more than merely perfunctory.

**9.11 Prohibition on Abuse of Office.** A Director shall not, with intent to obtain a benefit or with intent to harm or defraud another, intentionally or knowingly violate a law that specifically applies to Directors of water districts and that directly or indirectly imposes a duty on the Director or governs the conduct of the Director. A Director, likewise, shall not misuse TRWD property, services, personnel, or any other thing of value belonging to the District, that has come into his or her custody by virtue of his or her status as a Director of TRWD's Board. Such misuse includes dealing with TRWD property contract to:

- An agreement under which the Director holds the property;
- A contract of employment or oath of office of the Director;
- A law, including provisions of the General Appropriations Act specifically relating to government property, that prescribes the manner of custody or disposition of the property; or
- A limited purpose for which the property is delivered or received.

**9.12 Prohibition on Misuse of Official Information:** A Director shall not use or rely on information the Director has access to by virtue of his or her service as a Director and that has not been made public to:

- Acquire or aid another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;
- Speculate or aid another to speculate on the basis of the information; or
- As a Director, coerce another into suppressing or failing to report that information to a law enforcement agency.

A Director likewise shall not, with intent to obtain a benefit or with intent to harm or defraud another, disclose or use information for a nongovernmental purpose that the Director has access to because he or she serves as a member of the Board of Directors that has not been made public.

For purposes of Section 9.12, “information that has not been made public” means any information to which the public does not generally have access, and that is prohibited from disclosure under the Texas Public Information Act.

**9.13 Protections for Acting on a Legislative Measure.** A Director may not be subject to disciplinary action or a sanction, penalty, disability, or liability for:

- An action permitted by law that the Director takes in the Director’s official capacity regarding a legislative measure;
- Proposing, endorsing, or expressing support for or opposition to a legislative measure or taking any action permitted by law to support or oppose a legislative measure;
- The effect of a legislative measure or of a change in law proposed by a legislative measure on any person; or
- A breach of duty in connection with the Director’s practice of or employment in a licensed or regulated profession or occupation, to disclose to any person information, or to obtain a waiver or consent from any person, regarding the Director’s actions relating to a legislative measure; or the substance, effects, or potential effects of a legislative measure.

#### **AUTHORITY**

Tex. Gov’t Code §§ 551.001, et seq.

Tex. Gov't Code §§ 552.001, et seq.  
Tex. Gov't Code § 572.059  
Tex. Gov't Code § 573.002  
Tex. Gov't Code § 573.041  
Tex. Loc. Gov't Code § 171.002  
Tex. Loc. Gov't Code § 171.004  
Tex. Penal Code §§ 1.07(41)(A), (E)  
Tex. Penal Code. § 36.01  
Tex. Penal Code § 36.02  
Tex. Penal Code § 36.07  
Tex. Penal Code §§ 36.08(d), (i)  
Tex. Penal Code §§ 36.10(a)-(b)  
Tex. Penal Code §§ 39.01(1)-(2)  
Tex. Penal Code § 39.02(a).  
Tex. Atty Gen. Op. OR 2006-03805 (2006).  
Tex. Atty. Gen. Op JC-184 (2000)

## **10.0 COUNSEL**

Legal services shall generally be provided to TRWD under the direction of the General Counsel. This includes the coordination of external counsel, including external counsel selected or authorized by the Board to represent the District.

The following sets forth the manner in which TRWD and its Board of Directors will utilize legal services from internal and external attorneys.

**10.1 Internal Counsel.** The Board delegates to the General Manager the authority to hire and employ an attorney or attorneys for the District, through TRWD's normal employee hiring process, to serve as the District's in-house legal counsel and representative in matters requiring legal services. This in-house legal counsel may serve as the District's General Counsel.

Internal counsel shall report directly to the General Manager or designee and assist the Board upon request.

**10.2 Requests for Services from Internal Counsel.** To coordinate and monitor the provision of legal services for the District, the Board delegates to the General Manager the ability to determine how to channel staff requests for legal advice from internal counsel.

Board requests for specific legal research and/or formal opinions of internal counsel must be requested by the President, a majority of the Board, or a written request to the President by two or more Board members. Board requests for legal services from internal counsel should be directed to the General Manager to provide to internal counsel.

**10.3 Special Counsel to the Board.** The Board may, by majority vote, retain Special Counsel to the Board, who may serve as the District's General Counsel, to advise on legal matters affecting the Board. The Board may utilize Special Counsel to the Board, in lieu of or in addition to internal counsel, to provide representation and advice to the Board at Board meetings.

The Board President is authorized to request Special Counsel to the Board to attend Board meetings or issue opinions. Special Counsel to the Board shall only be compensated for attending a Board meeting if their presence is requested in writing by the Board President.

Special counsel to the Board shall be responsible and report directly to the Board as a whole. Although Special Counsel to the Board reports directly to the Board, the attorney(s) shall coordinate and work with the General Manager, internal counsel, and/or other TRWD staff as appropriate to coordinate and enhance the quality of legal services provided to the Board.

**10.4 Director Requests for Services from Special Counsel to the Board.** Directors may make requests for legal services from Special Counsel to the Board in writing to the Board President. Upon receipt of an appropriate request for legal services from a Board member, the Board President may request that Special Counsel to the Board perform the service or issue the opinion. If the Board President receives an identical or substantially similar request for legal services from Special Counsel to the Board from two or more Directors, the request must be forwarded to Special Counsel to the Board for action within a reasonable timeframe. Opinions by Special Counsel to the Board not provided during a Board meeting shall be issued in writing and delivered to all Directors.

**10.5 External Counsel.** Beginning at the latest January 1, 2022 and every three years after that, the Board, through the General Manager, shall publish a Request for Qualifications ("RFQ") for all external counsel, which includes Special Counsel to the Board. The General Manager in consultation and coordination with the executive and leadership teams shall review all responses to the RFQ and present a list to the Board recommending the candidates deemed best qualified to provide external legal services to TRWD. The Board may adopt, reject, or amend the list of recommended external counsel.

The General Manager or in-house counsel, in consultation with the General Manager, shall have the ability to retain external counsel for TRWD in legal matters based on the list of external counsel approved by the Board.

External Counsel will report directly to the General Manager or in-house counsel, but is also responsible for reporting to the Board as requested. Special Counsel to the Board selected under the RFQ process shall report directly to the Board.

**10.6 Attorney-Client Privilege.** Communication with all legal counsel, whether internal counsel, Special Counsel to the Board, or external counsel, is considered confidential if it is not intended to be disclosed to third persons other than those to whom the disclosure is made in furtherance of the rendition of professional legal services to the District and/or the Board or those reasonably necessary for the transmission of the communication. The attorney-client privilege belongs to the Board, as a whole, and the privilege may not be waived except by the Board, as a whole. Any unauthorized disclosure of an attorney-client communication is strictly prohibited.

## **11.0 AUDITORS AND AUDIT REPORTING**

**11.1 Internal Auditor(s).** TRWD shall employ an internal auditor who will oversee, facilitate, and assist with TRWD's internal audit function. TRWD may also employ other audit personnel or independently contract with audit personnel to assist with TRWD's internal audit function.

To provide independence and objectivity in TRWD's internal audit function, the internal auditor and any internal audit personnel shall report functionally to the Finance and Audit Committee and TRWD's Board and administratively to the Deputy General Manager. The internal auditor will serve as the liaison between TRWD's administration and the Finance and Audit Committee and Board with respect to the internal audit function. The internal auditor will cooperate with other departments or divisions within TRWD as necessary to effectively perform the duties and responsibilities of the internal auditor while maintaining the independence of the internal audit function.

The Board may also approve and retain private auditors or a private auditing firm, for up to a five-year period, based on the recommendation of the Finance and Audit Committee and the internal auditor, to assist TRWD with its internal audit function. The private auditors or private auditing firm assisting with TRWD's internal audit function shall cooperate with the internal auditor and any TRWD personnel, but shall report to the Finance and Audit Committee and the Board.

**11.2 External Auditor(s).** External auditors shall be approved and retained by the Board with the recommendation of the Finance and Audit Committee and the Chief Financial Officer. The external auditor will cooperate with, but function independently of, TRWD's executive management, the internal auditor, and TRWD staff.

The Board shall select an external auditor for provision of audit services for up to a five-year period.

TRWD's external audit examination shall be conducted in accordance with generally accepted auditing standards and shall include all funds over which the Board has direct or supervisory control.

When a circumstance occurs in which the external auditors feel that information should be brought directly to the Board, this matter shall be communicated to the Finance and Audit Committee, who shall in turn inform the full Board. The members of the Finance and Audit Committee are obligated to report such opinions or findings directly to the Board.

The auditors' final report, which shall include a letter to management, shall be submitted directly to the Finance and Audit Committee and subsequently presented to the whole Board.

**11.3 Audited Financial Reports.** TRWD's audited financial reports shall be prepared in accordance with Generally Accepted Accounting Principles as defined by the Governmental Accounting Standards Board and presented in "Audits of State and Local Government Units" and "Governmental Accounting and Financial Reporting Standards."

# DRAFT

## 201.0 PURCHASING AND PROCUREMENT POLICY

TRWD is committed to obtaining quality goods and services at a reasonable cost by generating competition whenever possible, when allowed or required by law. TRWD should adhere to the highest ethical values in the purchase and receipt of, and payment for, goods and services to support TRWD's business. TRWD shall comply fully with all state and federal purchasing laws, rules, and regulations.

**201.1 Purpose.** The purpose of this Policy is to establish authority for the purchasing function within TRWD and provide a framework that promotes and facilitates an efficient purchasing function for TRWD's acquisition of goods and services that complies with all applicable state and federal purchasing laws.

**201.2 Scope.** This Purchasing Policy applies to all TRWD employees and officials involved in the purchasing process. This Policy applies to TRWD's purchase of goods or services made with funds approved by the Board.

**201.3 Definitions.** The following definitions apply to this Purchasing Policy:

Bidder - A company that submits a bid in response to a solicitation for goods or services.

Change Order – A document used in construction contracts to change the contract by modifying the plans, specifications, or scope of work after the performance of the contract has begun and potentially increasing or decreasing the contract amount. Change Orders may also be used to decrease or increase the quantity of the work to be performed or of the materials, equipment, or supplies to be furnished under a contract.

Confidential/Proprietary Information - Information provided in response to a request for a bid, proposal, or qualification by a bidder (a vendor, contractor, potential vendor, or potential contractor) to which the bidder claims ownership or exclusive rights and which is protected from disclosure under the Texas Public Information Act, Texas Government Code § 552.1101.

Contract - A formal, written agreement executed by an authorized TRWD employee containing the terms and conditions under which goods or services are furnished to TRWD.

Goods - Any personal property purchased by TRWD, including equipment, supplies, material, and component or repair parts.

Offeror - A company that submits a proposal in response to a TRWD purchasing or procurement request.

# DRAFT

Services – The furnishing of labor and any ancillary materials by a vendor that does not include the delivery of a tangible end product and includes all work or labor performed for TRWD on a contractual basis including maintenance, construction, manual, clerical, personal, or professional services.

Specifications - A concise description of the goods or services that TRWD seeks to procure and the requirements the vendor must meet to be considered for award. The specification is the total description of the item or services to be purchased.

Vendor – A supplier of goods or services to TRWD.

**201.4 General Purchasing and Procurement Authority.** The General Manager has designated the Purchasing Department as the purchasing and procurement authority for TRWD. The General Manager has designated the Purchasing Manager to determine the purchase or procurement method that provides the best value for TRWD that is consistent with this Policy and complies with the laws applicable to the District.

**201.5 Contracting and Signature Authority.** Unless contracting authority is otherwise delegated by the Board, all contracts that have a value of \$ 75,000 or greater must be approved by the Board. Change orders to existing contracts that would increase or decrease the contract by more than \$50,000 must be approved by the Board. Subject to the Procurement Requirements set forth in 201.9.6, the Board delegates to the TRWD staff-member responsible for administering a construction contract the authority to approve a change order that involves an increase or decrease of \$50,000 or less, as allowed by Texas Water Code § 49.273(i).

Except for documents required by law to have the Board President's signature, the Board delegates to the General Manager signature authority for all TRWD contracts. The General Manager may establish designees to sign contracts at specific amounts in a written Delegation of Signature Authority memorandum that is presented to the Board.

**201.5.1 Renewal of Hardware/Software Maintenance and Support Agreements.** The Board delegates authority to the General Manager or designee to approve renewal of annual hardware/software maintenance and support agreements. The General Manager or designee shall notify the Administration and Policy Committee regarding approval of any agreement for renewal of hardware/software maintenance and support over \$75,000.

**201.5.2 Original Equipment Manufacturer (OEM) Repairs and Maintenance.** The Board delegates authority to the General Manager or designee to approve contracts for pump station maintenance and large equipment repairs of \$75,000 or more using original equipment manufacturers or their authorized dealers. The General

# DRAFT

Manager or designee shall notify the Construction and Operations Committee regarding approval of any OEM items over \$75,000.

**201.5.3 Public Relations and Advocacy Contracts.** The Board delegates authority to the General Manager or designee to approve the renewal of public relations and governmental advocacy contracts that will, or are likely to, exceed \$75,000 in a given fiscal year, provided that the General Manager or designee shall notify the Administration and Policy Committee regarding the approval of any such contract renewals. This delegation of authority also applies to renewals of contracts that may not exceed \$75,000 in a given fiscal year but will, over the life of the contract, exceed \$75,000.

**201.5.4 Insurance Contracts.** In accordance with delegation to the General Manager of ultimate authority to determine compensation and benefits for TRWD employees in Board Governance Policy 4.3, the Board delegates authority to the General Manager or designee to approve the renewal of administrative, personnel-related insurance and benefit agreements, provided that the General Manager or designee shall notify the Administration and Policy Committee of any renewals of contracts over \$75,000.

**201.6 Development of Purchasing Procedures.** The General Manager or designee shall establish and implement administrative procedures or guidelines consistent with this Policy to guide TRWD in its purchasing function. The administrative procedures should include:

- A more detailed discussion of permissible competitive procurement methods TRWD may use;
- Specific state procurement requirements;
- Requirements for TRWD contracts and change orders to contracts that comply with all applicable law and TRWD's practice; and
- Safeguards for the detection and prevention of fraud, waste, and abuse in TRWD's purchasing process.

The administrative procedures should ensure that TRWD's purchasing and procurement processes are fair and equitable, foster competition, and result in the provision of quality goods and services to TRWD at a reasonable cost.

**201.7 Conduct of Purchasing Employees.** TRWD employees assigned to the Purchasing Department and any other TRWD employees who are involved directly or indirectly in TRWD's procurement and purchasing process must follow TRWD's Board-adopted Employee Code of Ethics and must:

# DRAFT

- Avoid activities that compromise or give the perception of compromising the best interests of TRWD;
- Avoid the knowing use of confidential or proprietary information for actual or anticipated gain;
- Maintain the confidentiality of the proprietary information of bidders and offerors, to the extent allowed by law;
- Avoid any activity that would create a conflict between their personal interest and the interest of TRWD;
- Avoid the appearance of unethical or compromising practices in relationships, actions, and communications associated with TRWD's purchase or procurement of goods or services;
- Avoid soliciting or accepting money, loans, gifts, favors, or anything of value, from present or potential vendors that might influence or give the perception of influencing a purchasing decision; and
- Never purchase goods or services for or on behalf of TRWD that are for their own personal benefit.

If any conflict or potential conflict of interest exists, the employee shall notify the Purchasing Manager in writing. If the Purchasing Manager finds that the employee has a conflict of interest, the employee will remove themselves from the purchasing or procurement process.

**201.8 Violations.** A violation or unauthorized departure from this Policy or the administrative procedures created to effectuate this Policy may result in removal from TRWD's purchasing process, disciplinary action up to and including termination as determined by the General Manager or designee, and possible criminal penalties.

**201.9 Procurement Requirements.** The following reflects TRWD's requirements for certain types of procurement.

The following strategies that are employed with the intention of circumventing the formal competitive bidding process are prohibited:

- Component Purchases – Purchasing a series of component parts or goods that, in normal purchasing practices, would be made in a single purchase.
- Separate Purchases - Purchasing goods or services in a series of separate purchases that, in normal purchasing practices, would have been made in

# DRAFT

a single purchase.

- Sequential Purchases – Purchases of items made over a period of time that, in normal purchasing practices, would be made in a single purchase.

## **201.9.1. Construction, Equipment, Materials, and Machinery Contracts.**

For purchases over \$25,000 but less than \$75,000, TRWD shall solicit three formal bids on a uniform set of specifications as set forth in Texas Water Code § 49.273(e). Responses to the solicitation are not required to be sealed.

For purchases over \$75,000, TRWD shall solicit three formal bids on a uniform set of specifications. Responses to this solicitation must be sealed. TRWD shall advertise the solicitation in a newspaper with general circulation in TRWD's geographical area once a week for two consecutive weeks before the bids are opened, and the first publication must be at least fourteen days prior to the date of the opening of the sealed bids as required by Texas Water Code § 49.273(d).

**201.9.2. Professional or Consulting Services.** In accordance with Texas Government Code § 2254.003(a), TRWD may not select a provider of professional services on the basis of competitive bids but rather shall make its selection and award a contract on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Under Texas Government Code § 2254.002(2)(A), Professional Services include accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, and forensic science.

In accordance with 30 Texas Administrative Code § 292.13(4), TRWD shall maintain a list of at least three qualified persons or firms for each area of professional service used by the District. The pre-qualified persons or firms shall be sent a request for proposal for any contract award for a new project which is expected to exceed \$25,000.

In selecting attorneys, engineers, auditors, financial advisors, or other professional consultants, TRWD shall follow the procedures provided in the Professional Services Procurement Act, Texas Government Code Chapter 2254, Subchapter A, as required by Texas Water Code § 49.057(d).

TRWD shall select consultants, who study or advise TRWD under a contract but do not have a traditional employer-employee relationship with TRWD, based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

**201.9.3 High-Technology Procurement.** TRWD shall procure equipment, goods, or services of a highly technical nature, as defined by Texas Local Government

# DRAFT

Code § 252.001(4), of more than \$50,000 by using appropriate local government cooperative purchasing programs, a request for proposal, or competitive sealed bidding.

**201.9.4 Reverse Auction Procedure.** TRWD may use the reverse auction procedure, as defined by Texas Government Code § 2155.062(d).

**201.9.5. Fuel Purchases.** Fuel purchases will be procured based on the dollar limit thresholds listed in Section 201.9.1. The purchase requisition for fuel purchases should include, at a minimum: the type of fuel needed; the amount needed to include the unit of measure; the location of fuel delivery; and the required delivery date.

**201.9.6 Change Order Limitations.** Change orders are not subject to the requirements of 201.9.1. In accordance with Texas Water Code § 49.273(i), change orders, in the aggregate, may not increase the original contract price by more than twenty-five (25) percent. The aggregate of change orders that increase the original contract price by more than twenty-five (25) percent may be issued only as a result of unanticipated conditions encountered during construction, repair, renovation, or changes in regulatory criteria or to facilitate project coordination with other political.

**201.10. Restriction of Communication.** Once a formal procurement process has begun, all communication with bidders or potential bidders regarding the competitive solicitation must be made by and through the Purchasing Department. Any and all other communication between a bidder/offeror and TRWD staff concerning the competitive solicitation is strictly prohibited. Failure to comply with this requirement may result in TRWD disqualifying the bidder's/offeror's submittal.

This restriction on communication applies only to communications regarding the competitive solicitation and does not prohibit a bidder or potential bidder from communicating with the Board or TRWD staff regarding ongoing business with TRWD or contracts previously executed with TRWD.

**201.11 Certificate of Interested Parties.** Before TRWD enters into a contract that requires Board approval or has a value of at least \$1,000,000, or is for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305, the business entity must submit a disclosure of interested parties (Form 1295) with the Texas Ethics Commission, as required by Texas Government Code § 2252.908.

**201.12 Cooperative Purchasing.** TRWD may use local government cooperative purchasing programs created in accordance with state law to satisfy its competitive bidding requirements. All matters relating to or purchases made through a cooperative purchasing program should be handled by the Purchasing Department.

# DRAFT

**201.13 Exemptions to Competitive Purchasing.** TRWD is not required to utilize competitive bidding in the following circumstances:

- TRWD may contract with any person to provide laboratory or environment services related to the environment, health, or drinking water testing.
- TRWD is not required to advertise or seek competitive bids for repairs and maintenance if the scope or extent of the repair work cannot be readily ascertained or if the nature of the repair work does not readily lend itself to competitive bidding.
- TRWD is not required to advertise or seek competitive bids for security or surveillance systems or components of or additions to TRWD facilities relating to security or surveillance, including systems used for the prevention of terrorist or criminal acts and incidents or acts of war, if the Board finds that doing so would compromise the safety and security of TRWD facilities or residents.
- TRWD is not required to advertise or seek competitive bids for the purchase of electricity for use by the District.
- TRWD is not required to advertise or seek competitive bids for contracts for services related to compliance with a state or federal construction storm water requirement, including acquisition of permits, construction, repair, and removal of temporary erosion control devices, cleaning of silt and debris from streets and storm sewers, monitoring of construction sites, and preparation and filing of all required reports.
- TRWD may purchase equipment, materials, or machinery at an auction that is open to the public.
- If TRWD experiences an emergency condition that may create a serious health hazard or unreasonable economic loss to TRWD that requires immediate corrective action, TRWD may negotiate limited duration contracts to make the necessary repairs. TRWD shall comply with all requirements of Texas Water Code § 49.274 regarding such contracts.
- If goods or services are available from only one source and unique to one vendor, to the best of TRWD's belief based upon thorough research, TRWD may purchase such sole source goods or services without competitive bidding.

**201.14 Fair Opportunities and Diverse Businesses.** TRWD is committed to promoting full and equal opportunity for all business to supply the goods and services needed to support the mission and operations of the District. TRWD encourages the

# DRAFT

participation and use of certified Diverse Businesses—businesses that are minority-owned, woman-owned, socially disadvantaged, economically disadvantaged, small, service-disabled, and/or historically underutilized businesses—in the District’s procurement processes through neutral means. The Purchasing Department will ensure that the Board-adopted Fair Opportunities Purchasing and Contracting Policy is followed in TRWD’s purchasing and procurement processes.

**201.15 Procurement Cards (P-Cards).** TRWD may use Procurement Cards, or P-Cards, in certain circumstances to provide an expedient and efficient method of purchasing relatively small-dollar items. Procurement Cards should only be provided to identified TRWD staff as determined the General Manager or designee. The General Manager or designee shall establish a process for issuing P-Cards and tracking use of P-Cards.

All purchasing with Procurement Cards shall be made in strict compliance with this Policy and any established administrative procedures governing the use of P-Cards. Procurement Cards shall not be used to circumvent TRWD’s purchasing and procurement process. Under no circumstance can the holder of a Procurement Card use the P-Card for a personal purchase or a single purchase that exceeds the cardholder’s purchasing authority set forth in TRWD procedures.

TRWD shall establish administrative procedures for the responsible and lawful use of Procurement Cards.

**201.16 Electrical Energy Procurement.** TRWD may purchase energy in regulated service areas, such as through rural electric cooperatives, and deregulated service areas, through a Retail Electric Provider (REP). TRWD shall procure energy consistent with the risk profile strategies identified by the General Manager or designee that have been presented to the Board.

TRWD shall establish administrative procedures regarding energy procurement that address:

- TRWD’s risk profile for purchasing power;
- TRWD’s approach for procuring power in regulated service areas and deregulated service areas;
- TRWD’s commitment to the use of renewable energy;
- The approval of power purchases;
- The process for amendments to contracts related to energy procurement with REPs,

## **DRAFT**

- Adding or replacing an REP; and
- Any delegated authority for energy procurement.

Any energy procurement that extends the term of the contract shall require approval of the Construction and Operations Committee. Power purchases within the term of an existing contract will require the approval of the Construction and Operations Committee, except when the window of opportunity due to operational needs or market conditions requires rapid response. In this case, the General Manager or their designee may approve power purchases and notify the Construction and Operations Committee.

A regular update regarding TRWD's Energy Procurement will be provided to the Board. The General Manager or designee should maintain a document or memorandum regarding Delegated Authority for Energy Procurement. This memorandum, with any changes, should be provided to the Board with TRWD's update regarding Energy Procurement.

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 7

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Interlocal Agreement Between TRWD and the City of Fort Worth Regarding Funding for Panther Island Development Consultant

**FUNDING:** Fiscal Year 2023 General Fund

#### **RECOMMENDATION:**

Management recommends approval of an Interlocal Agreement (ILA) between TRWD and the City of Fort Worth regarding funding for the Panther Island Development Consultant.

#### **DISCUSSION:**

In January of 2022, the U.S. Army Corps of Engineers (USACE) announced an allocation of \$403 million from the federal government to support flood control efforts along the Trinity River as part of the Central City Flood Control Project. Several public entities and nonprofit entities (including the City of Fort Worth, TRWD, Tarrant County, TCC, Real Estate Council of Greater Fort Worth, Downtown Fort Worth, Inc., and Streams & Valleys) are collaborating to explore both near-and long-term development opportunities for Panther Island. To facilitate this effort, the City issued a Request for Proposals seeking experts to consult on ways that Panther Island can best reach its full economic potential.

The selected consultant will prepare a study that will evaluate development opportunities by reviewing current market conditions, the existing form-based code, and the project's associated plans and regulations ("Study"). The Study will also include a recommendation on bringing transformational change to Panther Island - one that will be grounded in high-quality development, an extensive and engaging public waterfront, and place-making of the highest order.

TRWD and the City of Fort Worth are sharing the costs of the study to leverage public funds for the benefit of the citizens of Fort Worth and Tarrant County.

This item was reviewed by the Real Estate Committee on February 16, 2023.

#### **Submitted By:**

Stephen Tatum  
General Counsel



NOW, THEREFORE, the County and the City agree as follows:

## **TERMS AND CONDITIONS**

### **1. TRWD RESPONSIBILITY**

As a partner in exploring near and long-term opportunities for Panther Island, TRWD will pay a total amount up to \$150,000.00 to the City, to be matched at least 100% by the City via funding, services, and/or in-kind payments for this project from sources other than TRWD. TRWD will, along with the City and other Partners, help promote and build an ongoing series of public input sessions on changes to the original plan, progress updates, and presentation of the final plan.

### **2. CITY RESPONSIBILITY**

City agrees to provide funding in support of the costs related to the Study for Panther Island. Further, City agrees to provide TRWD access to all records for the duration of the Agreement relating to the activities performed and expenditures made by City relating to the TRWD's support of the Study and to provide annual reports no later than October 31<sup>st</sup> of each year detailing the manner in which TRWD funds are expended and the details of all TRWD-funded activities relating to the Study. No funds provided by TRWD will be used to engage in political or lobbying activities. The City will enter into separate agreements or memoranda of understanding with Tarrant County, Tarrant County College, Real Estate Council of Greater Fort Worth, Downtown Fort Worth, Inc., and Streams & Valleys.

### **3. NOTICE**

All notices, requests, demands, and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

TRWD:  
Kate Beck  
Panther Island/Central City  
City of Fort Worth  
200 Texas  
Fort Worth, Texas 76102

CITY:  
Director, Economic Development  
Assistant Program Director  
800 E Northside Drive  
Fort Worth, Texas 76102

Copy to:  
City Attorney  
Same Address

### **4. NOWAIVER OF IMMUNITY**

This Agreement does not waive either the City's or TRWD's rights under a legal theory of sovereign immunity.

### **5. TIME PERIOD FOR COMPLETION AND PAYMENT**

Upon execution of this Agreement by all parties, TRWD will make available up to \$150,000.00 to the City for the Study. City will provide an invoice and payment will be remitted within 30 calendar days of receipt of invoice.

## **6. THIRD PARTY**

This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party's agent, nor party's employee, otherwise provided by law.

## **7. JOINT VENTURE & AGENCY**

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

## **8. EFFECTIVE DATE**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

## **9. TERMINATION OF AGREEMENT**

Unless terminated earlier pursuant to the terms hereof, this Agreement will automatically terminate on September 30, 2024 or earlier, if services are rendered complete.

If, for any reason, at any time during any term of this Agreement, the Fort Worth City Council fails to appropriate funds sufficient for City to fulfill its obligations under this Agreement, City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery by the City to TRWD of written notice of City's intention to terminate or (ii) the last date for which funding has been appropriated by the Fort Worth City Council for the purposes set forth in this Agreement.

## **10. MISCELLANEOUS.**

- a. Waiver. No waiver of performance by either party will be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement.
- b. Governing Law and Venue. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement will be construed in accordance with the laws of the State of Texas.
- c. Successors and Assigns. Neither party hereto will assign or transfer its interest herein without prior written consent of the other party, and any attempted assignment or transfer of all or any part hereof without such prior written consent will be void. This Agreement is binding upon and will inure to the benefit of the City and TRWD and its respective successors and permitted assigns.

- d. Contract Construction. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
- e. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- f. Captions and Headings. Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.
- g. Audit. The City will have the right to audit the financial and business records of TRWD as they relate to this Agreement (collectively "Records") at any time during the term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the term of this Agreement and for three (3) years thereafter, TRWD will make all Records available to City at 200 Texas Street, Fort Worth, Texas or at another location in City acceptable to both parties following reasonable advance notice by City and will otherwise cooperate fully with City during any audit. Notwithstanding anything to the contrary herein, this section will survive expiration or earlier termination of this Agreement. TRWD will also have the right to audit the financial and business records of the City as they relate to this Agreement (collectively "Records") at any time during the term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the term of this Agreement and for three (3) years thereafter, City will make all Records available to TRWD at 100 E. Weatherford Street, Fort Worth, Texas or at another location acceptable to both parties following reasonable advance notice by TRWD and will otherwise cooperate fully with TRWD during any audit. Notwithstanding anything to the contrary herein, this section will survive expiration or earlier termination of this Agreement.
- h. Force Majeure. If either party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics or pandemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency of the United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event.
- i. Compliance with Laws. The parties agree to comply with all federal, state and local laws, ordinances, rules and regulations.
- j. Review by Counsel. The parties represent that they have consulted, or had the opportunity to consult, an attorney to seek legal counsel regarding the contents and effects of this Agreement.
- k. Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email will be as legally binding for all purposes as an original signature.

- i. Electronic Signatures. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.
- m. Entire Agreement. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples to be effective as of the effective date set forth in this Agreement.

**TARRANT REGIONAL WATER DISTRICT**

**CITY OF FORT WORTH**

\_\_\_\_\_  
 Dan Buhman  
 General Manager  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 William Johnson  
 Assistant City Manager  
 Date: \_\_\_\_\_

Attest:

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
 Executive Assistant

By: \_\_\_\_\_  
 Robert Sturns  
 Director, Economic Development

APPROVED AS TO FORM AND LEGALITY:

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
 TRWD General Counsel

By: \_\_\_\_\_  
 Tyler F. Wallach  
 Assistant City Attorney

CERTIFICATION OF  
 AVAILABLE FUNDS: \$ \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
 TRWD Chief Financial Officer

By: \_\_\_\_\_  
 Jannette Goodall  
 City Secretary

**CONTRACT COMPLIANCE MANAGER:**

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

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

Michael Hennig

Economic Development Manager

**CONTRACT AUTHORIZATION:**

M&C: NA

Form 1295: NA

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 8

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Resolution to Preserve the Water Quality and Open Space Benefits of a 6.5 Acre Parcel Owned by the District in the Benbrook Watershed

**FUNDING:** N/A

#### **RECOMMENDATION:**

Management recommends approval of a resolution to preserve the water quality and open space benefits of its 6.5 acre parcel in the Benbrook watershed.

#### **DISCUSSION:**

The District owns a six and one-half acre parcel located south of Sycamore School Road in Tarrant County. The District purchased the parcel to secure the needed space for the future phase of the Integrated Pipeline Project to connect the Integrated Pipeline to the Benbrook Pipeline to meet future water supply demands.

Management recommends the District maintain the parcel in its natural state until such time as the regional demand for water reaches a level that requires the development of the parcel. When development is eventually required, the District will, to the extent practical and reasonable, pursue a design for the parcel that minimizes impact on the natural areas of the parcel.

This item was reviewed by the Recreation Committee on February 14, 2023 and by the Real Estate Committee on February 16, 2023.

#### **Submitted By:**

Darrel Andrews  
Assistant Environmental Director

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
TARRANT REGIONAL WATER DISTRICT**

**WHEREAS**, Tarrant Regional Water District exists to enrich communities and improve the quality of life through water supply, flood control, and recreation; and

**WHEREAS**, Tarrant Regional Water District is a steward of the environment and water ecosystem; and

**WHEREAS**, the Board of Directors of the Tarrant Regional Water District resolved on March 27, 2012 that it supports the District as it takes the leadership role in the coordination and management Watershed Protection efforts in those watersheds which are upstream of its reservoirs; and

**WHEREAS**, properties under the care of Tarrant Regional Water District are maintained to protect the delicate balance of the natural environment while accomplishing the District's water supply, flood management, and recreation mission; and

**WHEREAS**, Tarrant Regional Water District owns the six and one-half acre parcel located south of Sycamore School Road in Tarrant County; and

**WHEREAS**, the intent of the purchase of the aforementioned parcel was to secure the needed space for the future phase of the Integrated Pipeline Project to connect the Integrated Pipeline to the Benbrook Pipeline to meet future water supply demands; and

**WHEREAS**, this parcel is part of a natural prairie area that drains into Lake Benbrook and provides water quality benefits; and

**WHEREAS**, the community benefits from the maintenance of open, natural areas.

**THEREFORE, BE IT RESOLVED**, Tarrant Regional Water District will maintain the aforementioned parcel in its natural state until such time as the regional demand for water reaches a level that requires the development of the parcel. Further that, when development is eventually required, Tarrant Regional Water District will, to the extent practical and reasonable, pursue a design for the parcel that minimizes impact on the natural areas of the parcel.

PASSED, APPROVED AND ADOPTED THIS 21<sup>ST</sup> DAY OF FEBRUARY, 2023.

TARRANT REGIONAL WATER DISTRICT

BY: \_\_\_\_\_  
Leah M. King, President, Board of Directors

**ATTEST:**

\_\_\_\_\_  
Mary Kelleher, Secretary, Board of Directors

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 9

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Agreement with RO Two Media, LLC for Media Purchase Services for the Regional Water Conservation Public Awareness Campaign

**FUNDING:** Fiscal Year 2023 Revenue Fund Budget - \$1,600,000

#### **RECOMMENDATION:**

Management recommends approval of an agreement with RO Two Media, LLC **in the amount of \$1,600,000** to develop and manage a comprehensive and effective media campaign for the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$900,000 of the regional media purchase expenses.

#### **DISCUSSION:**

The District, City of Dallas and North Texas Municipal Water District have worked together on the regional water conservation public awareness campaign since 2019. The goal of the campaign is to increase the adoption of water saving behaviors as a long-term water supply strategy. Working together provides the opportunity to split regional advertising costs. The District's commitment for the media campaign is up to \$700,000 and includes budget for targeted service area promotions.

RO Two Media is a highly qualified marketing agency. They have demonstrated competence based on previous work and this contract goes through the rest of FY23 at a fair and reasonable price.

RO Two Media is a certified prime vendor. Of the subcontracting opportunities, there are no certified diverse businesses available.

This item was reviewed by the Construction and Operations Committee on February 17, 2023.

#### **Submitted By:**

Linda Christie  
Government Affairs Director

## EXHIBIT A

### SCOPE OF WORK

Ro2 will develop and execute a comprehensive and effective media campaign for *Tarrant Regional Water District (TRWD), City of Dallas, and North Texas Municipal Water District* in the *DFW* market.

The media campaign will include a “Spring Campaign” with a gross media budget up to \$40,000 to run from May 2023 through June 2023. The campaign will also include a “Summer Campaign” with a gross media budget up to \$1,560,000 to run from June 2023 through September 2023. Up to \$1,350,000 will be dedicated to regional media purchases and up to \$250,000 will be dedicated to TRWD local media purchases. The total gross media budget for campaign regional purchases and TRWD local purchases is up to \$1,600,000.

#### **Ro Two Media to develop a media strategy that will:**

- Promote Client campaign, via selected and effective broadcast, radio, digital, print, outdoor, etc. media outlets
- Maximize the reach of our targets
- Develop a cohesive Broadcast, Over-the-Top and Connected TV plan
- Align the digital objectives with the campaign communication objectives
- Engage water users with our content
- Generate monthly paid media content calendar
- Traffic creative
- Continually monitor digital campaign performance
- Continually optimize digital placement
- Provide monthly performance reports to client

#### **Overall Account Media Management**

- Perform routine communications including:
  - Media performance reports
  - Conference reports for all calls including multi-agency calls
  - Estimates, invoices, and budget reports

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 10

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Agreement with Glass House Strategy for Creative Professional Services for the Regional Water Conservation Public Awareness Campaign

**FUNDING:** Fiscal Year 2023 Revenue Fund Budget - \$450,002

#### **RECOMMENDATION:**

Management recommends approval of an agreement with Glass House Strategy **in the amount of \$143,210** to manage and develop new marketing material for the eighth year of the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$266,667 of the regional campaign expenses.

Since time is of the essence, management also recommends the Board delegate authority to the General Manager, or designee, to enter into agreements and use budgeted funds for production, media buys, and support services after obtaining approval from the Construction and Operations Committee for services over \$75,000.

#### **DISCUSSION:**

The District and the City of Dallas have successfully teamed together since 2009 and the North Texas Municipal Water District joined the regional campaign in 2019. The goal of the campaign is to increase the adoption of water saving behaviors as a long-term water supply strategy. Working together provides the opportunity to split the cost of creative development, production, regional advertising, education resources, social media support and website maintenance.

Glass House Strategy is a highly qualified advertising and communications agency. They have demonstrated competence based on previous work and this contract goes through the rest of FY23 at a fair and reasonable price.

Glass House Strategy is a non-certified prime contractor. A certified sub-contractor will be used on the project. The Diverse Business proposed participation is 25%.

This item was reviewed by the Construction and Operations Committee on February 17, 2023.

#### **Submitted By:**

Linda Christie  
Government Affairs Director

## EXHIBIT A

### SCOPE OF WORK

**Task 1: Creative Concept Development for Summer Campaign** - Develop creative concepts for television, radio, and digital media spots, outdoor and print with messaging in English and Spanish. All creative will be reviewed and approved by the Clients.

Deliverables:

- Develop new creative executions for television, radio, digital media, outdoor, transit, and print advertising
- Provide all copywriting for campaign television, radio, digital media, outdoor, and print advertising in English and professionally translated into Spanish
- Summer campaign includes a creative evergreen concept for video, print, and digital
- Elements to include:
  - TV: 3-:30 English, 2-:30 Spanish, 3-:15 English, 2-:15 Spanish
  - Radio: 2-:30 English, 1-:30 Spanish
  - Outdoor/Transit: 6 English, 3 Spanish
  - Print: 4 English, 3 Spanish
  - Digital: 6 English, 3 Spanish

**Task 2: Creative Production** - Produce final artwork for print, outdoor, transit, and digital advertising. Work with a production company to help oversee the production of five 30-second television spots (three English, two Spanish), five video media pre-rolls (three English, two Spanish), four video bumper ads and three radio ads (two English, one Spanish).

Deliverables:

- Develop final television scripts and storyboards, and final radio scripts (English and Spanish) for Clients' approval
- Develop final copy for print, outdoor and digital ads (English and Spanish) for Clients' approval
- Review production companies and provide recommendations to Clients
- Solicit bids for production company with final production company to be selected by the Clients
- Recruit talent for television/radio production and make recommendations to Clients with final talent approval by the Clients
- Organize and conduct pre-production meeting with director and the Clients
- Work with production company to produce and edit television and radio spots; the Clients will be present during filming of television spots and recording of radio spots
- Provide Clients with edited versions for review and final approval
- Work with Clients, and their designated media buying firms, to distribute final approved ads to television/radio stations, print, outdoor, transit and digital outlets for placement
- Provide final digital artwork and native files to Clients

- Provide final digital artwork for online ads in as-needed sizes for social media, webpages, mobile apps, etc.
- Provide final digital artwork for print, outdoor and digital ads in a format and style that would accommodate ease of use by Clients and their customer cities for incorporation into their websites, print materials, etc.

**Task 3: Brand Guidelines** - Document and define branding essentials used in the development of the awareness campaign. The Clients request a framework of parameters to operate and share campaign advertising within the region and within their respective service area. Customer cities of the Clients will be encouraged to promote the campaign and use provided resources to further reach the audience.

Deliverables:

- Update and revise user guidelines to share and preserve the campaign vision, tone, values, personality, brand message, etc.
- Update user guidelines to define how and where it may be used
- Create and update editable PDF templates, design layouts and simple customizable formats of spring and summer campaign digital artwork for use by Clients and their customer cities using Adobe Illustrator
- Develop templates, design layouts and customizable formats of digital artwork from evergreen concept creative and include drought messaging
- Develop and update elements for Water is Awesome website

**Task 4: Project Management** - Detailed, timely, organized, consistent, and attentive project management is required.

Deliverables:

- Develop a detailed scope of work with specific project timelines and budgets for all deliverables
- Produce simple ongoing status reports for all projects
- Develop and track estimated costs, compare estimates with actual costs and provide updates as required
- Assist Clients with the execution of a digital and social media strategy plan and provide creative assets from digital artwork
- Conduct regularly scheduled status meetings and calls with Clients, as needed
- Provide accurate and detailed billing and, if requested, reconciliation at the end of each fiscal year
- Submit a comprehensive end of campaign report by October 31. The report will detail the year's performance, goals achieved and highlights

**Task 5: Creative Concept Development and Production of Spring Campaign** – Develop creative concepts and produce final artwork for social and digital media advertising. All creative will be reviewed and approved by the Clients.

Deliverables:

- Develop three creative concepts for a social and digital “mini” campaign to run in Spring prior to summer water conservation campaign

- Create 2-4 digital executions (static, video and/or animated gif; English and Spanish) for the approved campaign
- Write final headlines/copy for approved campaign
- Perform layout, design and production for approved campaign
- Work with media buying firms to distribute and place ads in the appropriate sizes
- Deliver digital artwork to the Clients
- Provide end of campaign report

**Previous Campaign Talent Renewal (Optional, Requires Client Approval)** – The optional talent renewal from previous year’s creative can support the campaign with consistent messaging and cost savings by re-using advertising assets. Option will only be chosen if campaign direction determines it to be beneficial.

**End of Campaign Survey (Optional, Requires Client Approval)** – The survey will cover Tarrant County, Collin County and the City of Dallas with 1,500 respondents (80% IVR, 20% cell phone). Survey will consist of 13 questions plus demographic data. Respondents will be given the option to complete the survey in English or Spanish. Deliverables will include an executive summary, presentation and delivery of all data and crosstabs.

**Budget**

• Task 1: Creative Concept Development	\$22,910
• Task 2: Creative Production	\$45,360
• Task 3: Brand Guidelines	\$6,910
• Task 4: Project Management	\$21,540
• Task 5: Creative Concept Development and Production of Spring Campaign	\$16,990
• Campaign Talent Renewal (Requires Client Approval)	\$10,000
• Campaign Survey (Requires Client Approval)	\$19,500
Total Amount:	\$143,210

Note: Television and radio production costs are separate and not included

For its services provided to TRWD from March 1, 2023, through September 30, 2023, Consultant shall be paid the total sum of \$18,193.60 per month through July 30, 2023, and the total sum of \$11,371.00 per month from August 1, 2023, through September 30, 2023, payable in arrears within thirty (30) days after receiving an invoice each month for which the services were provided.

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 11

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Issuance of Letter Supporting the Application of TTI, Inc to be a Foreign Trade Zone at its Facility in the Alliance Corridor

**FUNDING:** N/A

#### **RECOMMENDATION:**

Management recommends supporting the request by Alliance Corridor, Inc., Grantee of Foreign-Trade Zone (FTZ) No. 196, for a Subzone Expansion Application, specifically Subzone 196A on behalf of TTI, Inc.

#### **DISCUSSION:**

TTI, Inc. (TTI), is a high-service level authorized specialty distributor of interconnect, passive and electromechanical components. TTI's extensive product line and supply chain solutions have made the company the distributor of choice for industrial, military, aerospace and consumer electronic manufacturers worldwide.

TTI is requesting that additional warehouse property located at 4501 North Freeway, Fort Worth, Texas become a Subzone Expansion Site within Foreign Trade Zone (FTZ) No. 196. FTZ No. 196 is overseen by Alliance Corridor, Inc. and, as the Grantee, Alliance Corridor, Inc is sponsoring this application request to the Department of Commerce's FTZ Board in Washington D.C.

TTI currently has over 2,000 employees in Fort Worth alone, accounting for approximately 55% of TTI employees nationwide. The expansion into 4501 North Freeway will facilitate their ability to continue with strong growth in our community.

FTZ status exempts inventory tax on imported goods and those held for export. Any imported goods that are re-exported will be duty free. Those goods that are held in the FTZ warehouse will be duty deferred until they enter U.S. Commerce. The ad valorem tax law in Texas requires that all taxing jurisdictions are made aware of the federal exemption on inventory and that the company applying for FTZ designation obtain a letter of concurrence from each such entity.

The FTZ does not in any way impact the value or revenue collected on real estate or improvement taxes that are collected annually by TRWD. A proposed letter of support is attached.

**Submitted By:**

Linda Christie  
Government Affairs Director



February 21, 2023

Mr. Andrew McGilvray  
Executive Secretary  
Foreign-Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Room 21013  
Washington, DC 20230

Dear Mr. McGilvray,

The Tarrant Regional Water District has been provided information regarding the application by Alliance Corridor, Inc., Grantee of Foreign-Trade Zone No. 196, for a Subzone Expansion Application, specifically Subzone 196A, on behalf of TTI, Inc. for Foreign-Trade Zone activation. The subzone expansion site is located at 4501 North Freeway, Fort Worth, Texas and is within our taxing jurisdiction.

We recognize the importance of international trade in our community and understand that under Texas state law, activated Foreign-Trade Zones within the Tarrant Regional Water District may be able to access certain property tax exemptions as they relate to the Tarrant Regional Water District ad valorem taxes.

The Tarrant Regional Water District does not object to Foreign-Trade Zone (FTZ) status for TTI, Inc. at the aforementioned location, and are supportive of this FTZ designation. We understand that this letter will be included as part of the Subzone Expansion Application.

Sincerely,

Dan Buhman  
General Manager  
Tarrant Regional Water District

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 12

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Transfer of Retail Electric Service at 86 locations from Cavallo Energy to Direct Energy Business

**FUNDING:** Fiscal Year 2023 General Fund Budget - \$226,600  
Fiscal Year 2023 Revenue Fund Budget - \$277,000

#### **RECOMMENDATION:**

Management recommends approval of changing the retail electricity provider (REP) for 86 non-pump station energy meters from Cavallo Energy to Direct Energy Business.

#### **DISCUSSION:**

In 2016 TRWD entered an agreement with Cavallo Energy to serve TRWD's non-pump station electric accounts located in deregulated service areas through the Texas Government Land Office (GLO). These accounts include service for office buildings, communications, security, and lighting. TRWD has a second retail electricity provider, Direct Energy Business, which serves all pump stations located in deregulated service areas. In regulated service areas, TRWD is served by local electric co-operatives who have exclusive service areas.

TRWD's fixed rate period with Cavallo Energy has ended, and the GLO electricity procurement program is sunsetting in Dec 2023. Due to recent cost increases for energy and electricity, the new variable rate with Cavallo is higher than the previous fixed rate. Cavallo's variable rate and quotes from other providers for fixed rate electric service were compared, and they were more expensive than the current agreement with Direct Energy. With this action, all of TRWD's electricity service in deregulated areas will be served by Direct Energy Business. When electricity prices improve, TRWD will evaluate a new fixed price contract with a second retail electricity provider.

This item was reviewed by the Construction and Operations Committee on February 17, 2023.

#### **Submitted By:**

Zachary Huff  
Water Resources Engineering Director

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 13

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of an Amendment with Black & Veatch Corporation for Additional Engineering Design Services for the Cedar Creek Pipeline Replacement Project in the Mansfield to Waxahachie Area

**FUNDING:** Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of a contract amendment **in the amount of \$1,237,839** with Black & Veatch Corporation for the design of an additional mile of pipe and upsizing the current design from the S2x12 Interconnect to Mouser Way road from 90-inch to 102-inch as part of the Cedar Creek Section 2 pipeline replacement project. These engineering services include preliminary design investigations, final design plans and specifications, and procurement phase services. The current contract amount is \$5,008,404 and the revised not-to-exceed contract amount, including this contract amendment will be \$6,246,243.

#### **DISCUSSION:**

In October of 2019 the District awarded an engineering design services contract to Black and Veatch Corporation for the removal and replacement of approximately ten miles of Cedar Creek pipeline in the Mansfield to Waxahachie area where significant amounts of distressed 72-inch pipe exist. This replacement will improve the District's reliability in delivering water to customer cities as well as reduce the risk to the surrounding rapidly urbanizing areas.

While the current design is focused on eliminating Cedar Creek's most structurally deficient 72-inch pipe and replacing with 90-inch diameter welded steel pipe, the proposed additional mile of pipe to be added from Walnut Creek Drive to Broad Street and the upsize of the original 90-inch design to 102-inch between S2x12 to Mouser Way is based on increasing the District's pipeline water supply flow capacity for the future. The current configuration of the IPL interconnects at the S2x12 facility and re-enters the existing pipeline system, but the pipe diameter sets a limit on the maximum flow that can be discharged. This project, with these modifications, will allow for the remainder of the line from Kennedale Balancing Reservoir to Mouser Way to be upgraded in the future to 102-inch pipe providing an estimated additional available flow capacity of 15 to 30 MGD when the entire stretch from Kennedale Balancing Reservoir to S2x12 is upgraded to 102-inch.

The additional mile of pipe to be added from Walnut Creek Drive to Broad Street will have specific design challenges which include crossing under Walnut Creek Drive, a major

thoroughfare, and Walnut Creek as well as connections to the Mansfield Water Treatment Plant. With this addition, the total length of pipe to be replaced with upsized pipe for the current phase of the Cedar Creek Section 2 pipeline project will be 10.9 miles.

These engineering design services will take place over the next twelve months with construction planned to begin in the fall of 2024 following completion of the Kennedale Balancing Reservoir Expansion project. Attached is the scope of services to be provided by the Black & Veatch Corporation for this amendment.

Black & Veatch Corporation has subcontracted portions of the contract to diverse businesses, resulting in an overall diverse business participation commitment of 24% for the revised contract including this amendment.

This item was reviewed by the Construction and Operations Committee on February 17, 2023.

**Submitted By:**

Jason Gehrig, P.E.  
Infrastructure Engineering Director

January 25, 2023

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

 Cedar Creek Section 2 Pipeline Replacement  
 B&V Project 403740  
 B&V File 12.2100

Attention: Courtney Jalbert

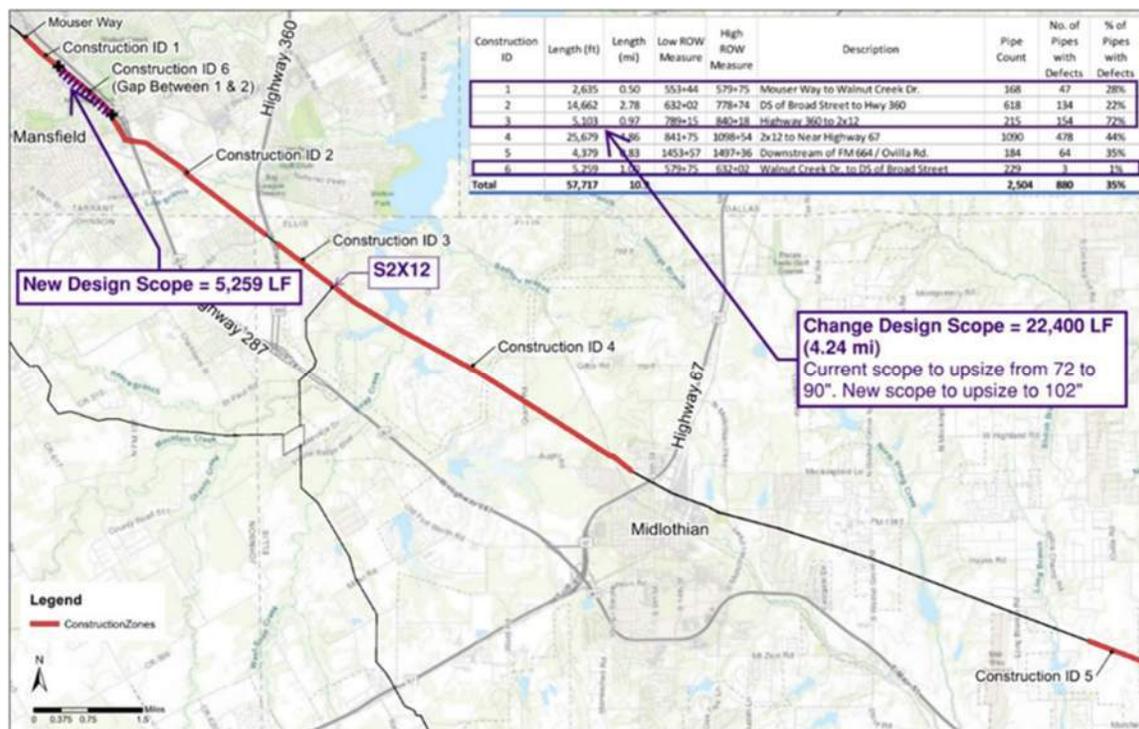
Subject: Scope and Fee Proposal for Amendment 3 - Adding CID 6 to BV's Current Design Package and Upsizing CIDs 1, 2, and 3 from 90-inch to 102-inch

Dear Courtney:

Thank you so much for the opportunity to work with your team providing Engineering Services for the Cedar Creek Pipeline Section 2 Replacement Project (CCRPL-2). It has been our privilege to support the Tarrant Regional Water District (TRWD) on this design. Per TRWD's request, we have prepared a scope and fee proposal for your consideration.

### Scope:

Black & Veatch will provide design services for adding approximately 1-mile of 102-inch (in) steel pipe (CID 6) to the CCRPL-2 and for upsizing CID 1, CID 2, and CID 3 from 90- to 102-in in diameter, as shown in figure below. Specifically, services include Project Management, Engineering Design, and Additional Services in accordance with the Prime Agreement executed on October 15, 2019 (Contract No. 19-095). The Work Breakdown Structure includes the tasks listed below which are detailed in Exhibit A.



**Schedule and Fee:**

Black & Veatch anticipates completing these tasks within 12 months from notice to proceed. Our total fee for completing Tasks 1 through 4 and Additional Services is \$1,237,839. See detailed fee breakdown in table below.

Task	Work Breakdown Structure	Fee
Task 1	Project Management Services	\$109,329
Task 2	Design CID 6 (One-Mile of 102-in)	\$421,646
Task 3	Upsize CID 1, CID 2, and CID 3 (Four-Miles of 102-in)	\$424,386
Task 4	TM and Report Updates	\$69,799
Additional Services for CID 6	Topographic Survey/Easements; Geotechnical Investigations, SUE Services	\$212,680
<b>Total Fee</b>		<b>\$1,237,839</b>

Very truly yours,



Elizabeth R. Blackwelder, P.E.  
Black & Veatch Corporation

ERB  
Enclosure(s)

cc: Jason Gehrig, P.E.



# **Exhibit A**

**Scope of Work – Engineering Services for  
Cedar Creek Section 2 Pipeline Replacement**

**Amendment No. 3**

**January 2023**

## Background

Tarrant Regional Water District (TRWD) prepared a hydraulic analysis of the Cedar Creek Section 2 Pipeline to evaluate the benefits of upsizing to 102-inch (in) pipe between KBR and S2X12. The analysis recommended to add an additional mile of the existing 72-in pipe to be replaced with a 102-in pipe between Construction Identification (CID) 1 and CID 2 (see Figure 1). This mile segment which is herein referred to as CID 6 is not part of the current design by Black & Veatch (BV) that began in 2019. The new segment, CID 6 has an approximate length of 5,259 linear feet and crosses Walnut Creek Drive and Walnut Creek. Just East of Walnut Creek Drive, a Chase Bank parking lot stretches across the existing 130-ft wide ROW which may require special design features due to the original easement agreement with the property owner.

The hydraulic analysis also recommended to upsize the diameter of CID 1, 2, and 3 to 102-in from Right-of-Way (ROW) station 553+44 near Mouser Way to S2x12. CID 1, 2, and 3 include approximately 22,400 linear feet of pipeline that is currently being designed as 90-inch steel pipeline. These CIDs will be upsized to 102-in diameter as shown in Figure 1.

These changes result on a total length of pipe to be designed by BV of 10.9 miles, noncontinuous, stretching from ROW station 553+44 to 1497+36.

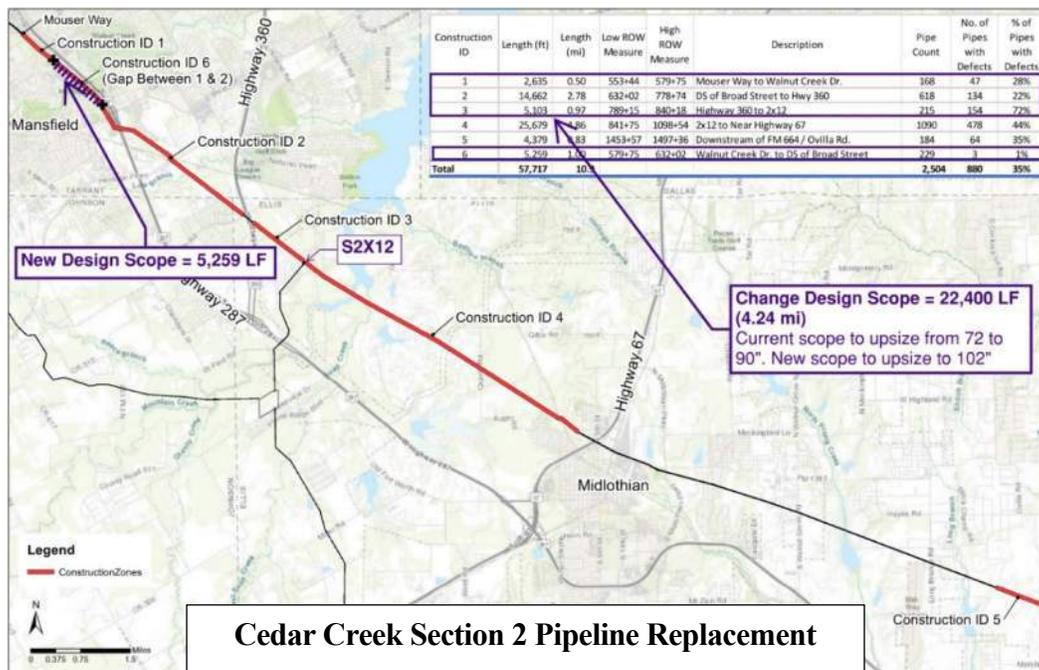


Figure 1:-- Proposed Limits of 102-in Diameter Pipe from Mouser Way to S2X12 in Mansfield, Tx

# BASIC SERVICES

## Task 1: Project Management Services

Black & Veatch will continue to provide project management services for 12 months starting from Notice to Proceed (NTP) on Amendment 3 services which include:

### A. Project Set Up and Close Out

#### i. Project Set Up

- Updating Quality Assurance and Quality Control (QA/QC) Plan:
- Project Schedule: Develop project schedule in MS Project format.

#### ii. Project Closeout: Package and upload to the project's SharePoint site all GIS, CAD, easements, and other project specific related documents requested by TRWD. Meet with TRWD to review/complete outstanding tasks and final coordination items, if needed.

### B. Project Management and Monthly Progress Reports

#### i. Monthly report delivered to TRWD's project manager regarding the status of the project, progress to date, and upcoming tasks to be accomplished in the coming month. Report to also include any tasks needed to be accomplished by TRWD staff to assist with project progress.

#### ii. Prepare meeting agendas and issue to meeting participants at least 24 hours in advance of the upcoming meeting. Take meeting notes, review action items, and issue meeting minutes after each meeting.

### C. Client Coordination Meetings

#### i. Bi-monthly progress meetings (six 2-hour virtual meetings) to review project status and upcoming milestones.

#### ii. Identify and facilitate meetings (six 2-hour virtual meetings) for major milestones and decision points, including:

- Project kickoff
- 30%, 60%, 90%, and final design submittals
- Project closeout

## Task 2: Design CID 6 (One-mile of 102-inch)

The CONSULTING TEAM will apply to the development of CID 6 the design criteria defined in the preparation of the 90% progress level under the current scope of work for CIDs 1 through 5. These effort will be completed through:

- A. Review Existing Data
  - i. Visit site, complete pedestrian survey, and review existing data such as record drawings and shop drawings
- B. Coordination with TRWD's Environmental, Land, and other groups, as needed.
  - i. Effort includes working with TRWD's environmental group to identify environmental mitigation measures (if required)
  - ii. Effort includes working with TRWD's land group to identify potential easement restrictions; identify temporary construction easements; and design CID 6 adhering to land use restrictions, if any.
- C. Coordination with separately contracted specialty consultants. These specialty consultants include:
  - i. Cathodic Protection - HDR under current IDIQ contract with TRWD
  - ii. Environmental Permitting - FNI contracted directly with TRWD
- D. Coordination with stakeholders
  - i. Coordination with City of Mansfield is anticipated to acquire approval for crossing under Walnut Creek Drive. Additionally, the City owns a hike and bike trail on the eastern side of Walnut Creek which may be impacted during construction. Public outreach services, if needed to be provided by BV are not included in this scope of work.
- E. Development of construction documents and OPCC
  - i. Coordinate design with utility companies and private entities
  - ii. Prepare and submit for review progress construction documents for 30%, 60%, 90%, and 100% design
    - 30% submittal will be limited to plan and profile drawings
    - Approximately 18 drawings will need to be updated. CAD Drafting of Construction Drawings will be completed by KIT Professionals Inc. See Attachment A1 for work description and fee.
  - iii. Unique design features identified for CID 6 include:

- One short tunnel under Walnut Creek drive
  - One open-cut or trenchless pipe installation under Walnut Creek
  - One 102-in mainline BFV to be relocated to CID 1
  - One pipe connection to Mansfield
- iv. Prepare construction cost estimates: Prepare an updated engineer's opinion of probable construction cost (OPCC) for 30%, 60%, 90%, and 100% design including consideration of engineering, administration, and construction management costs at time of each design milestone submittal. Include contingencies as appropriate. Develop cost estimate in accordance with Association for the Advancement of Cost Engineering (AACE) Class Levels 3 to Level 1, as applicable..
- F. Completion of Quality Assurance/Quality Control Reviews for all deliverables listed herein, consistently with original scope of work
- A. Conduct a review meeting with TRWD staff to facilitate comments and feedback before proceeding to the next milestone.

Deliverables:

- 30% plan and profile drawings, 60%, 90%, and 100% construction documents and OPCC for CID 6

**Task 3: Upsize CID 1, 2, and 3 from 90- to 102-in in diameter**

The CONSULTING TEAM will apply design criteria utilized to date in the redesign of CIDs 1, 2, and 3 from 90- to 102-in diameter. These effort will be completed through:

- A. Redesign of existing progress documents and update OPCC including:
- i. Preparing and submitting for review progress construction documents for 90%, and 100% design
    - Approximately 66 drawings will need to be updated. CAD Drafting of Construction Drawings will be completed by KIT Professionals Inc. See Attachment A2 for work description and fee.
  - ii. Holding design of pipe crossing under US 287 and Mansfield UPRR under 96-in in diameter for the carrier pipe, but not less than 90-in in order to utilize existing tunnels for

the replacement of the steel pipeline. CONSULTING TEAM to provide maximum pipe diameter recommendation at this locations.

- iii. Coordinating with TRWD's Cathodic Protection (CP) team and TRWD's cathodic protection independent consultant to include CP in the final design.
  - iv. Prepare construction cost estimates: Prepare an updated engineer's opinion of probable construction cost for CIDs 1, 2, and 3 including consideration of engineering, administration, and construction management costs at time of each design milestone submittal. Include contingencies as appropriate. Develop cost estimate in accordance with AACE Class Levels 3 to Level 1, as applicable..
  - v. Conduct a review meeting with TRWD staff to facilitate comments and feedback before proceeding to the next milestone.
- B. Completion of Quality Assurance/Quality Control Reviews for all deliverables listed herein, consistent with original scope of work.

Deliverables:

- 90% and 100% construction documents and OPCC for CIDs 1, 2, and 3

#### **Task 4: TM and Report Updates**

The CONSULTING TEAM will update the Transient and Final Design Reports (in progress from original scope of work). Other TMs prepared under the original scope of work will not be updated or supplemented under this scope of work.

- A. Transient TM: The CONSULTING TEAM will model Scenario 1 (Waxahachie to Kennedale – 145 MGD) for Section 2 as 90-in diameter steel pipe from Waxahachie to S2X12 and as 102-in diameter steel pipe from S2X12 to Kennedale. Model evaluation and reporting to include:
- i. recommended improvements such as additional AV venting capacity in Section 2 or pump control valve (PCV) timing adjustments at Waxahachie
  - ii. identified areas of concern and/or improvements that can be economically incorporated into CCRPL-2's construction contract (i.e. pressure class increases in piping currently identified for replacement)
  - iii. Model demonstrations and results will be presented in a 1-hour workshop and incorporated in current hydraulic transient memorandum being developed by Black & Veatch.

B. Final Design Report: The CONSULTING TEAM will modify report to identify new and upsized segments of the project and supplement design criteria, evaluations, and conclusions utilized in the design/redesign of CIDs 1 through 3 and 6. Modifications will include edits to final design information including summary maps, exhibits, and tables.

Deliverables:

- Updated Transient TM
- Updated Final Design Report

## **ADDITIONAL SERVICES**

The following services will be accessed only by first obtaining the written approval of TRWD.

### **Task A: Supplemental Topographic Survey, Boundary Survey, and Easement Services**

Surveying services are to be provided by Gorrondona & Associates, Inc in adherence to original scope of work. Please refer to Appendix A3 for detailed scope of extended surveying services for CID 6. The proposed sub-consultant fee to complete these services is \$41,286. This services are capped at the dollar amount included in the Work Breakdown Structure.

### **Task B: Subsurface Utility Engineering (SUE)**

SUE services are to be provided by The Rios Group (TRG) in adherence to original scope of work. Please refer to Appendix A4 for detailed scope of extended SUE services for CID 6. The proposed sub-consultant fee to complete these services is \$32,050. Services are capped at the dollar amount included in the Work Breakdown Structure.

### **Task C: Geotechnical Investigations**

Geotechnical services are to be provided by HVJ in adherence to original scope of work. Please refer to Appendix A5 for detailed scope of extended geotechnical services for CID 6. The proposed sub-consultant fee to complete these services is \$81,796. Services are capped at the dollar amount included in the Work Breakdown Structure.



# **Appendix A1**

**KIT Professionals, Inc**

**CID 6 CAD Drafting Services**

**Cedar Creek Section 2 Pipeline Replacement**

**Amendment No. 3**

**January 2023**

January 24, 2023

Ms. Elizabeth Blackwelder, P.E.  
Senior Project Manager  
Black and Veatch  
5420 Lyndon B Johnson Fwy #400,  
Dallas, TX 75240

Re: TRWD Cedar Creek Section 2 Replacement Project – CID 6 (New)

Dear Ms. Blackwelder:

KIT Professionals, Inc. (KIT) is pleased to offer for your consideration the following Level of Effort for assisting with final design support services of the above referenced project.

**SCOPE OF SERVICES:** Our services include the following major work elements:

A. Providing new design for CIDs 6 (1 mile pipeline addition) including the following services:

- New Six (6) P&P sheets
- New Six (6) General and Erosion Control sheets
- New Six (6) Trenchless crossing, surface restoration, and Misc. Detail sheets
- Eighteen (18) Total new sheets

**B. PROJECT FEE FOR CID 6 (NEW DESIGN SERVICE):** KIT will provide Design Support Services on a time and material contract amount of **\$50,800**. Refer to Fee Estimate attached.

If TRWD determines that CIP 1,2, &3 updates are not required, then a separate scope of work and fee proposal will be submitted for CID 6 (New).

**SCHEDULE:** We will strive to perform our services to achieve project goals on time.

Should you require any further information or have any questions please do not hesitate to contact me at 405-762-6709 or via email at [bramalingam@kitprofs.com](mailto:bramalingam@kitprofs.com).

Sincerely,



Bharath K Ramalingam, P.E.  
Project Manager

Enclosure(s)

Cc: File

Approved by: Black and Veatch

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date



# **Appendix A2**

**KIT Professionals, Inc**

**CID 1, CID 2, and CID 3 CAD Drafting Services**

**Cedar Creek Section 2 Pipeline Replacement**

**Amendment No. 3**

**January 2023**

January 24, 2023

Ms. Elizabeth Blackwelder, P.E.  
Senior Project Manager  
Black and Veatch  
5420 Lyndon B Johnson Fwy #400,  
Dallas, TX 75240

Re: TRWD Cedar Creek Section 2 Replacement Project – CID 1,2 and 3 Update

Dear Ms. Blackwelder:

KIT Professionals, Inc. (KIT) is pleased to offer for your consideration the following Level of Effort for assisting with final design support services of the above referenced project.

**SCOPE OF SERVICES:** Our services include the following major work elements:

- A. Providing design update for CIDs 1, 2, and 3 (4+ mile upside) including the following services (updating 90% design drawings ONLY):
- Twenty-two (22) Plan and Profile sheets update
  - Twenty-two (22) General and Erosion Control sheets update
  - Twenty-two (22) Trenchless crossing, surface restoration, Misc. Detail sheets, and CP sheets update
  - **Sixty-six (66) Total updated sheets**
- B. Provide 100% Final Drawings.
- C. **PROJECT FEE FOR CID 1,2 AND 3 (UPDATE):** KIT will provide Design Support Services on a time and material contract amount of **\$90,000**. Refer to Fee Estimate attached. Estimated fee is for updating (CID 1,2, and 3) 90% design drawings only. It does not include fee for updating 30% or 60% drawings.

**SCHEDULE:** We will strive to perform our services to achieve project goals on time.

Should you require any further information or have any questions please do not hesitate to contact me at 405-762-6709 or via email at [bramalingam@kitprofs.com](mailto:bramalingam@kitprofs.com).

Sincerely,



Bharath K Ramalingam, P.E.  
Project Manager

Enclosure(s)

Cc: File

Approved by: Black and Veatch

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date



# **Appendix A3**

**Gorrondona and Associates, Inc**

**CID 6 Supplemental Topographic Survey, Boundary  
Survey, and Easement Services**

**Cedar Creek Section 2 Pipeline Replacement**

**Amendment No. 3**

**January 2023**



## Gorrondona & Associates, Inc.

Land Surveying/GIS  
Mobil LiDAR/Aerial Mapping  
Pavement Engineering/Asset Management

January 3, 2023

Black & Veatch  
1300 Summit Ave  
Suite 400  
Fort Worth, Texas 76102-4418  
Attn: Ms. Elizabeth Blackwelder, PE, ENV-SP, AM

### **Re: Tarrant Regional Water District – Cedar Creek Rehabilitation – CID 6**

Dear Ms. Blackwelder:

Gorrondona & Associates, Inc. (G&AI) is pleased to submit this proposal for professional land surveying services for the above referenced project. The following itemized surveying services are to be provided by Gorrondona & Associates, Inc.:

#### **I. Right-of-Entry**

- a.) Research Appraisal District data for Tarrant, Johnson & Ellis Counties to compile an ownership database in Excel (.xlsx) format. Prepare thirty-two (32) temporary right-of-entry letters. Letters will be delivered by USPS Certified Mail/Return Receipt Requested. Right-of-Entry letters will be invoiced at a unit rate of \$125.00 per document.

**AMOUNT** **\$4,000.00**

#### **II. Project Control**

- a.) Establish horizontal and vertical control for the project. Horizontal control will be referenced to the Texas State Plane Coordinate System, NAD-83(2011), North Central Zone (4202), and scaled to surface using a surface adjustment factor 1.000072449. The Vertical control will be based GPS derived Ellipsoid Heights and adjusted to NAVD 88 elevations utilizing local NGS monumentation.

**AMOUNT** **\$2,982.00**

### **III. Topographic Surveying Services**

- a.) Provide a centerline profile of the pipe alignment with shots every 50 linear feet and at any major vertical grade breaks.
- b.) Provide topographic survey of approximately 5,300 linear feet along the existing TRWD 130.0' Wide Easement and Right-of-Way between N Walnut Creek Drive and E Broad Street as shown on the attached Exhibit "A". The survey will include, but no be limited to, locating all existing above ground features such as buildings, water valves, water meters, curb & gutter, asphalt, sidewalks, fences, driveways, storm & sanitary sewer manholes with flow line elevations, inlets and storm drain outfalls with flow line elevations, trees 6" and larger, power poles, mailboxes, signs, telephone risers, underground pipeline and utility markers and any other visible above ground features.
- c.) Provide a topographic survey of approximately 300 linear feet along the existing TRWD 130.0' Wide Easement and Right-of-Way. The survey will extend 150 feet northwest and 150 feet southeast of the centerline of Walnut Creek across the full 130 feet width of the Easement and Right-of-Way. The survey will include, but no be limited to, locating all existing above ground features such as buildings, water valves, water meters, curb & gutter, asphalt, sidewalks, fences, driveways, storm & sanitary sewer manholes with flow line elevations, inlets and storm drain outfalls with flow line elevations, trees 6" and larger, tops and toes of slope, centerline of Walnut Creek, power poles, mailboxes, signs, telephone risers, underground pipeline and utility markers and any other visible above ground features.
- d.) Deliverables will include a digital file in dwg or dgn format containing all features located in the supplemental survey and the topographic survey, one-foot interval contours and TIN. Other deliverables will include copies of all field notes and drawings, a point file of all points located in the survey and a LandXML file.

**AMOUNT**

**\$16,530.00**

### **IV. Boundary/Right-of-Way Services**

- a.) Research approximately thirty-two (32) properties along the 5,300 feet corridor and obtain copies of plats, easements, and deeds.

**AMOUNT**

**\$2,484.00**

- b.) Prepare a deed sketch to locate property corners and establish existing boundary/right-of-way/easement lines.

**AMOUNT**

**\$2,700.00**

- c.) Locate sufficient monumentation to establish existing boundary/right-of-way/easement lines for approximately thirty-two (32) tracts along the 5,300 feet corridor and prepare a final base map. Deliverable will be a digital file in dwg or dgn format.

**AMOUNT**

**\$12,590.00**

Gorrondona & Associates, Inc. can complete the above itemized surveying tasks for a unit rate fee of \$4,000.00 for Item I, and a not to exceed fee of \$37,286.00 for Items II, III and IV. The total fee for this proposal is **\$41,286.00**. If you have any questions or need additional information, please contact me at 817-496-1424.

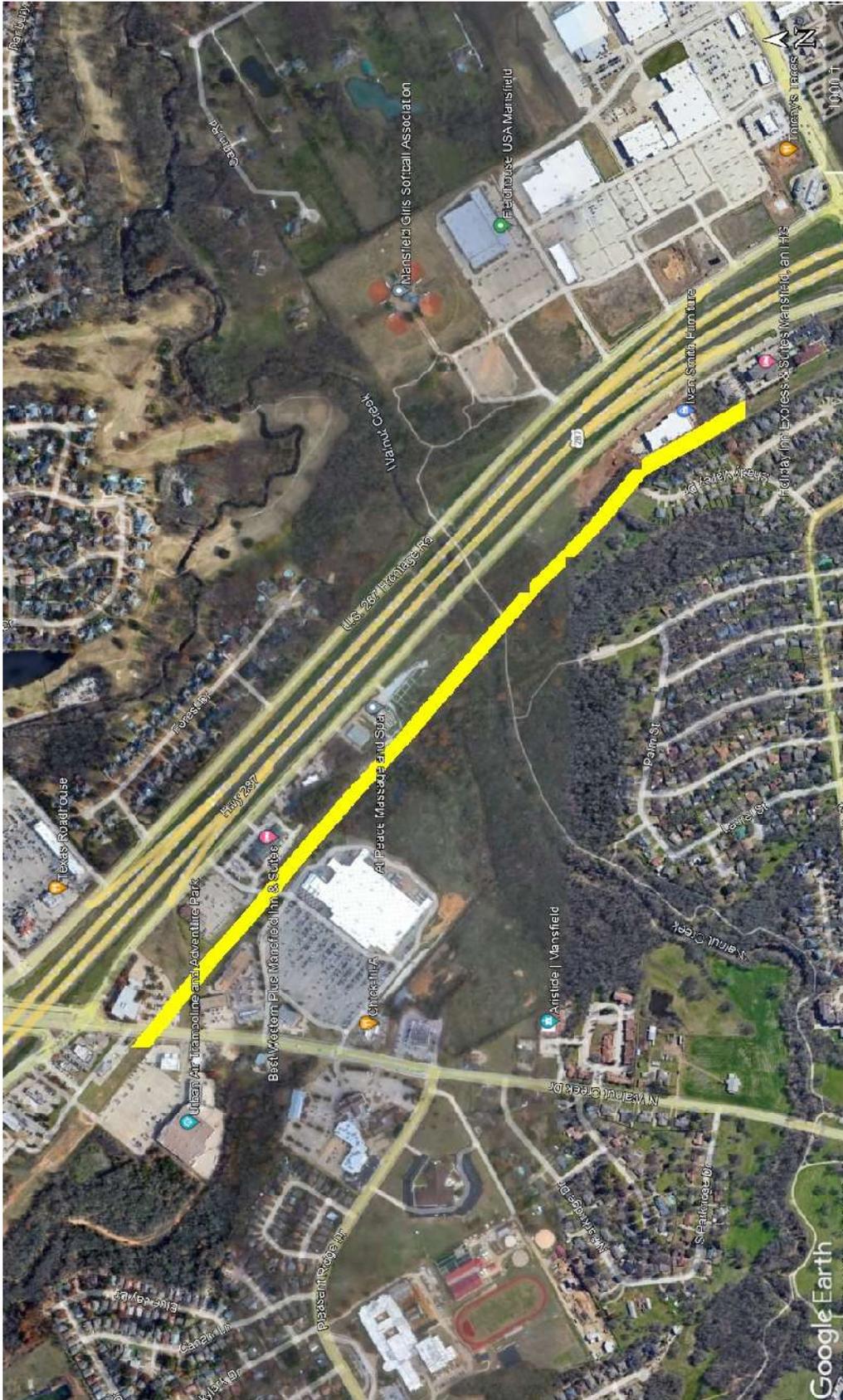
Sincerely,

**GORRONDONA & ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read 'R. Kennedy', with a large, stylized flourish at the end.

Richard Kennedy, RPLS  
Project Manager

Exhibit "A"





# **Appendix A4**

## **The Rios Group**

### **CID 6 Subsurface Utility Engineering (SUE)**

**Cedar Creek Section 2 Pipeline Replacement**

**Amendment No. 3**

**January 2023**

December 27, 2022

Elizabeth Blackwelder  
Black & Veatch  
1300 Summit Avenue, Suite 400  
Fort Worth, TX 76102-4418

**RE: Subsurface Utility Engineering  
TRWD – Cedar Creek Pipeline Replacement CID 6  
Mansfield, Texas**

Dear Ms. Blackwelder:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above referenced project. This proposal is based on information contained in your emails dated December 22, 2022.

**Introduction**

TRG will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL “D”) – Information derived from existing utility records;
- Quality Level C (QL “C”) – QL “D” information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL “B”) – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “**designating**” this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL “A”) – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as “**locating**”, this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

It is the responsibility of the SUE provider to perform due-diligence regarding records research (QL “D”) and acquisition of available utility records. The due-diligence provided for this project will consist of visually inspecting the work area for evidence of utilities and reviewing the available utility record information. Utilities that are not identified through these efforts will be here forth referred to as “unknown” utilities. TRG personnel will scan the defined work area using electronic prospecting equipment to search for “unknown” utilities. However, TRG is not responsible for designating and locating these “unknown” utilities.

### **Scope of Work**

Based on information provided by Black & Veatch (B&V), TRG has developed a preliminary scope for the SUE work required for this project. The scope of work may be modified, with B&V's concurrence, during the performance of the SUE fieldwork if warranted by actual field findings.

The scope of this proposal includes Quality Level "A" and "B" SUE to locate existing utilities within the existing easement for a 72" water line near to and including where it crosses Walnut Creek Drive in Mansfield, Texas. As depicted in the exhibit attached, utilities will be designated for approximately 5,259 linear feet within the full width of the 130-foot easement from Station 579+79 to Station 631+70. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer.

As requested, up to eight (8) QL "A" test holes will be included in the scope of work. Test hole locations will be determined by B&V and TRG once the QL "B" SUE deliverable has been reviewed. TRG will have all designating marks and test holes surveyed using project control point data provided by B&V.

Any necessary Right-of-Entry (ROE) will be provided by B&V prior to the start of TRG field work.

### **Designating Procedures**

Prior to beginning field designating activities, TRG's field manager will review the project scope of work and available utility records. Once these initial reviews are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities within the specified project limits. A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). TRG will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of our standard pricing. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.), these services will be considered extra.

Accurate collection and recording of designated utilities is a critical component of the SUE process. TRG utilizes a proven method of collecting and recording survey information once the utilities have been designated in the field. TRG's field manager will produce detailed sketches depicting each utility as well as relevant surface features such as roadways, buildings, manholes, fire hydrants, utility pedestals, valves, meters, etc. Each utility will be labeled with a unique ID code. For example, if two different water lines exist on the project, one will be labeled W1 and the other W2. Paint and pin flags will be used to designate the utilities in the field. A labeled pin flag or paint mark will be used to mark each location where a survey shot is required. The locations will be numbered sequentially for each individual utility line. For example, if there are 10 shots required on water line W1, the points will be numbered W1-1 through W1-10.

### **Locating Procedures**

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. **Due to the risk of damage, TRG will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the owner in advance.** Once each utility is

located, TRG will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.

We have assumed that all test holes will be in non-paved areas and are accessible to truck-mounted equipment, and that routine traffic control (cones and free-standing signage, etc.) may be required during the performance of the QL “A” SUE work.

### **Deliverables**

TRG will produce a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings. TRG will also provide a summary sheet of the test hole coordinate data and depth information. B&V will provide TRG with base map/topographic files for use in preparing the utility file.

### **Schedule**

Field work can commence within approximately 2 weeks after receipt of NTP. TRG estimates that the Quality Level “B” field work can be completed in approximately 6 days and the Quality Level “A” field work can be completed in approximately 3 additional days. The deliverable can be provided within ten working days following receipt of surveyed data.

### **Proposed Fees**

TRG proposes to provide the services as described above for a cost of **Thirty-Two Thousand Fifty & 00/100 Dollars (\$32,050.00)**. A breakdown of cost is included as “Table 1” for this proposal.

*Please note that this estimate assumes quantities. TRG will only invoice for quantities performed. This is a not-to-exceed amount. If it appears that quantities will be exceeded, TRG will notify B&V and request authorization to submit a supplemental agreement to increase the fee prior to proceeding with additional work.*

We look forward to working with you on this project. If you have any questions or require additional information, please contact us.

Sincerely,

*Caitlin Brown*

**The Rios Group, Inc.  
Caitlin Brown, P.E.  
Project Manager**

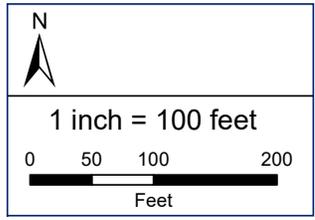
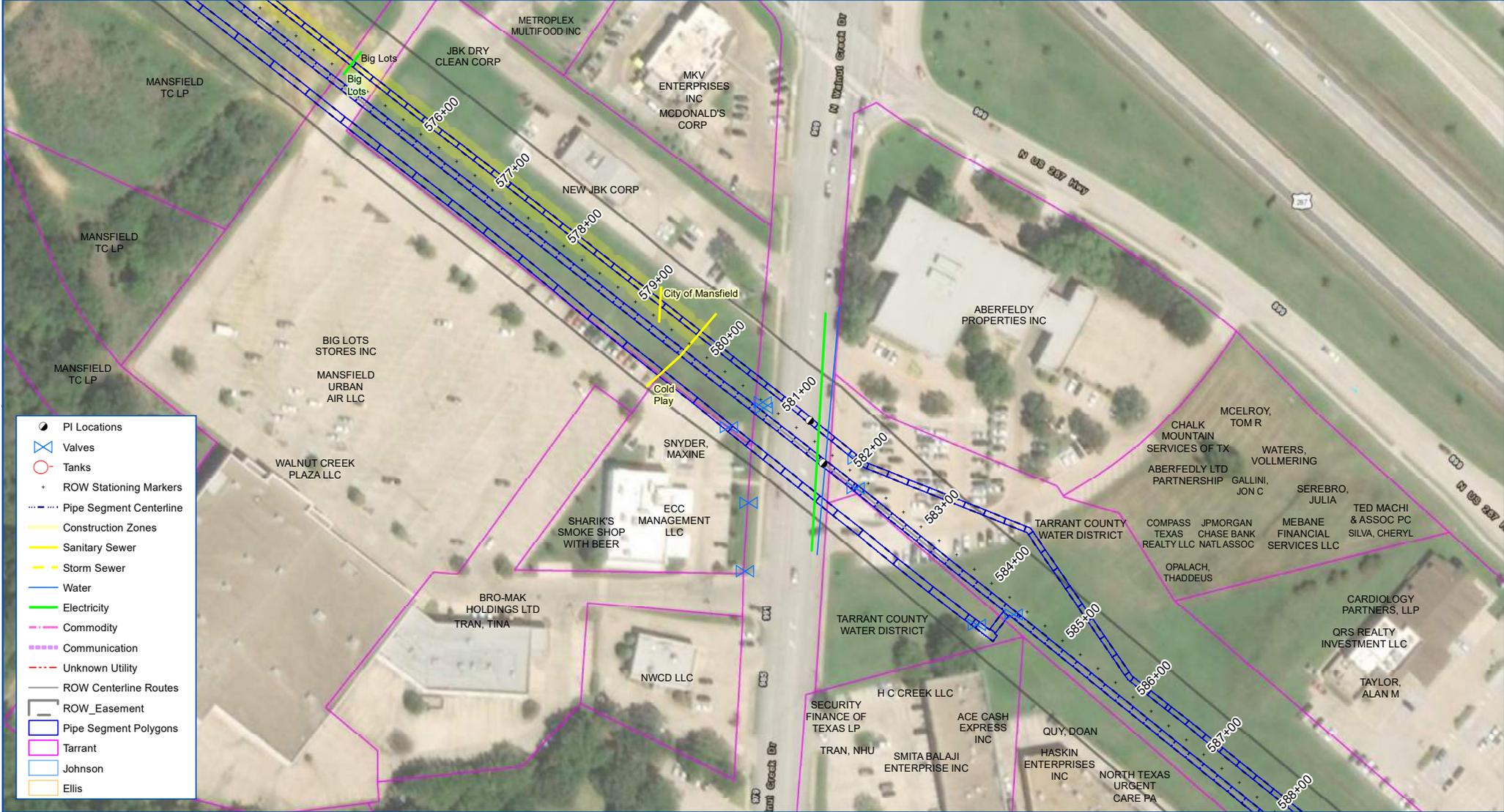


THE RIOS GROUP

**Estimate for Subsurface Utility Engineering**  
**TRWD - Cedar Creek PL Replacement CID 6**

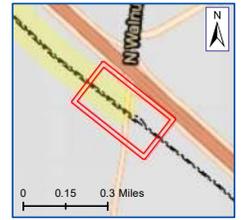
**Table 1**

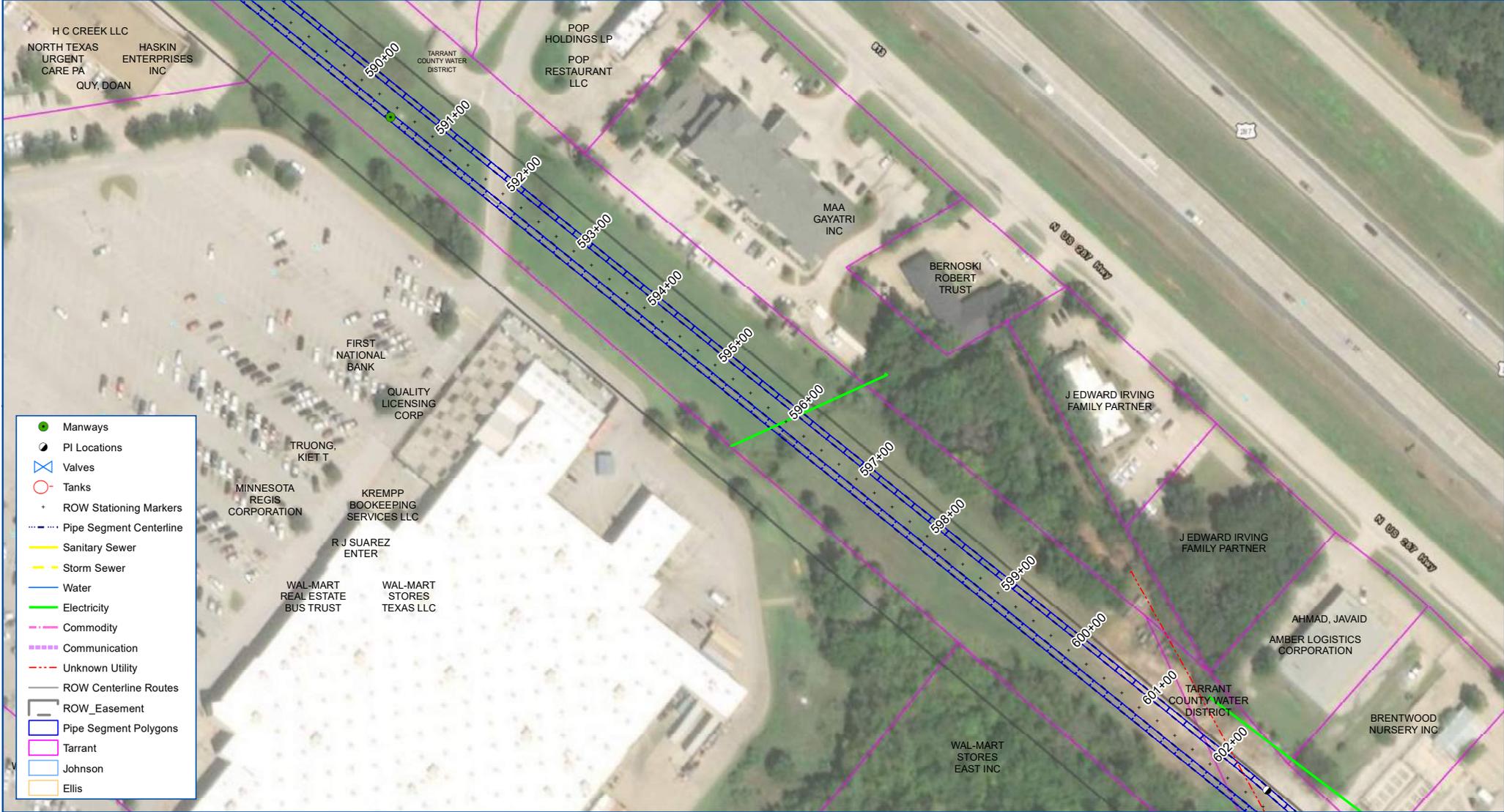
Direct Expenses	Rate	Units	Unit Description	Sub-Total	Notes
Admin./Permit	\$1,000.00	1	LS	\$ 1,000.00	
Traffic Control	\$1,500.00	0	Daily	\$ -	
Survey	\$1,950.00	3	Daily	\$ 5,850.00	
<b>Sub-Total</b>				\$	6,850.00
<b>QL "B","C&amp;D"</b>					
	Rate	Units	Unit Description	Sub-total	
QL "B" Daily	\$2,500.00	6	Daily	\$ 15,000.00	
<b>Sub-Total</b>				\$	15,000.00
<b>SUE QL "A" (Test Holes)</b>					
Depth	Rate	Assumed Quantity			
0-4 ft.	\$ 950.00	2		\$ 1,900.00	
4-8 ft.	\$ 1,200.00	4		\$ 4,800.00	
8-12 ft.	\$ 1,550.00	2		\$ 3,100.00	
12-18 ft.	\$ 2,300.00	0		\$ -	
Pavement Coring	\$ 200.00	2		\$ 400.00	
<b>QL "A" Sub-Total</b>		<b>8</b>		\$	10,200.00
<b>Total Estimated Cost =</b>				<b>\$</b>	<b>32,050.00</b>



# Cedar Creek Pipeline Replacement

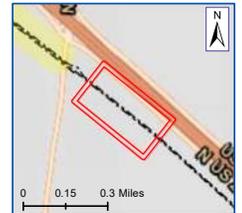
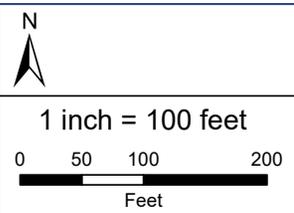
**CID 6**

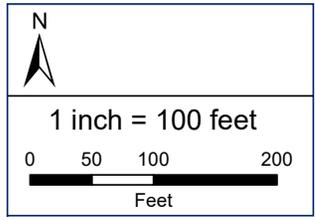
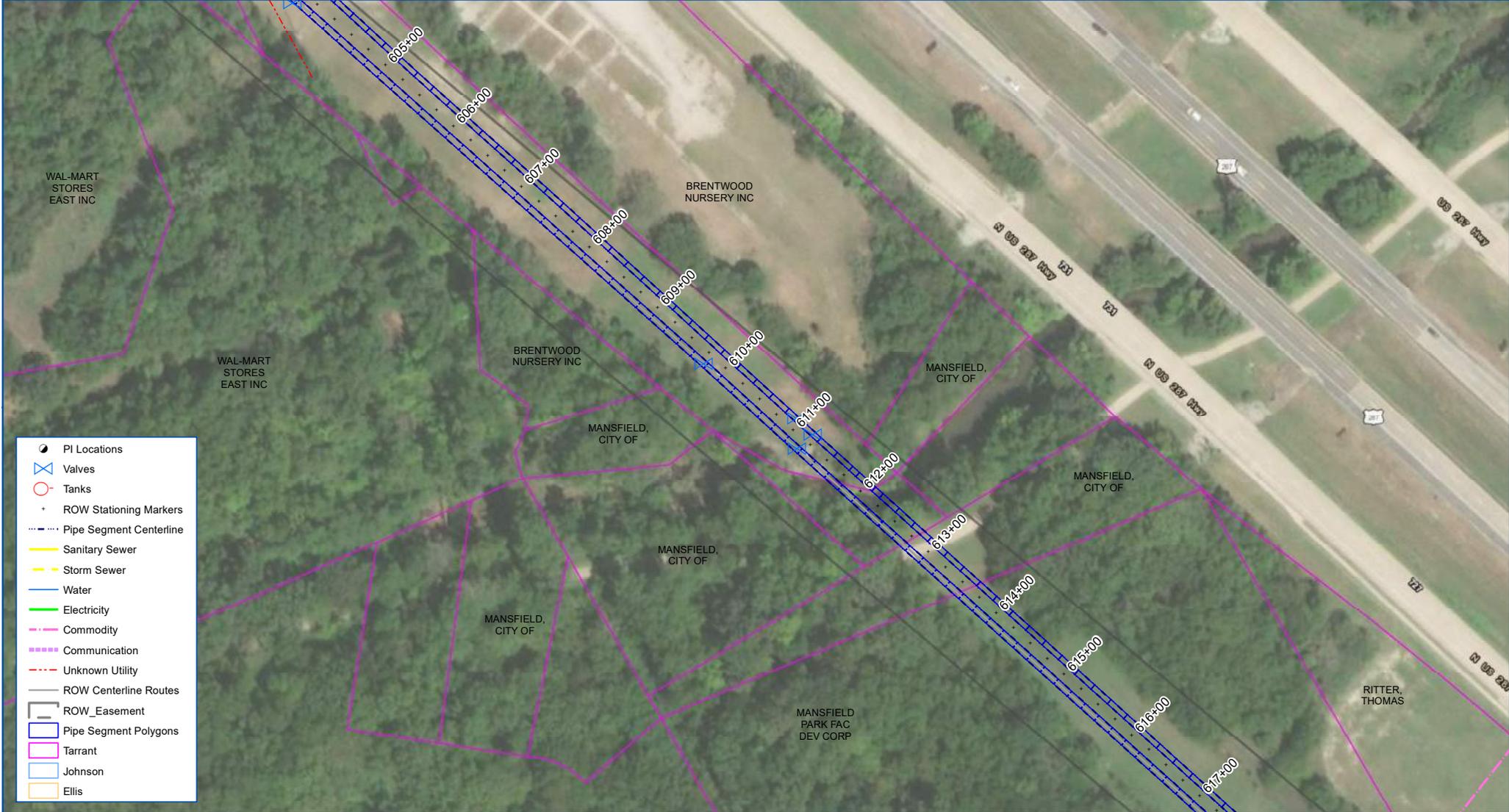




# Cedar Creek Pipeline Replacement

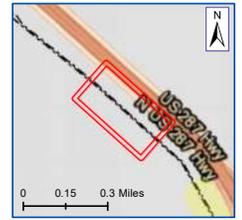
**CID 6**

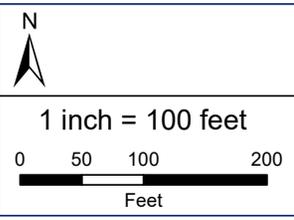




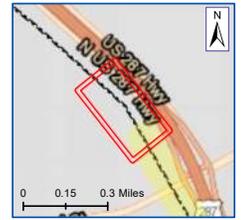
# Cedar Creek Pipeline Replacement

**CID 6**





# Cedar Creek Pipeline Replacement **CID 6**





# **Appendix A5**

**HVJ Associates**

**CID 6 Geotechnical Investigations**

**Cedar Creek Section 2 Pipeline Replacement**

**Amendment No. 3**

**January 2023**



8701 John Carpenter Freeway, Suite 250

Dallas, Texas 75247-4640

214.678.0227 Ph

214.678.0228 Fax

[www.hvj.com](http://www.hvj.com)

January 4, 2023

Ms. Elizabeth Blackwelder, PE, ENV SP  
Black & Veatch  
1300 Summit Ave., Ste. 400  
Fort Worth, TX 76102

Re: Geotechnical Investigation  
TRWD Cedar Creek Section 2 CID 6 – Raw Water Pipeline Replacement  
Mansfield, Texas  
Owner: TRWD  
HVJ Associates® Proposal No. DG1910233.2

Dear Ms. Blackwelder:

HVJ Associates® (HVJ) is pleased to submit this proposal for providing a geotechnical study for the above mentioned project. It outlines our understanding of the scope of the project and presents our approach and our fees for providing the study.

### **Project Background**

The below project scope falls under Tarrant Regional Water District (TRWD)'s hydraulic analysis of the Cedar Creek Section 2 Pipeline replacement, consisting of replacing 10.2 miles of an existing 72-inch PCCP by either remove/replace or parallel pipeline. The improvements of Section 2 of the pipeline span from US 287 and W Debbie Lane to FM 644 approximately 2 miles north of US 287 in Tarrant County and Ellis County, respectively. The repairs are broken down into 7 different segment Construction IDs (CIDs).

HVJ has been asked to provide a geotechnical proposal for the upsizing of the existing Cedar Creek Section 2 between CID 1 and 2, to a 102-inch steel pipe. The new segment is numbered CID 6 and is approximately of 5,259 linear feet. It crosses Walnut Creek Drive and Walnut Creek. Just East of Walnut Creek Drive, a Chase Bank parking lot stretches across the existing 130-ft wide ROW.

The purpose of this study is to perform a geotechnical investigation, to perform geotechnical testing, to provide design and construction recommendations for the proposed tunnel crossings at Walnut Creek Drive and Walnut Creek, and to provide samples for corrosion testing.

### **Scope of Work**

Per the suggestion of Black & Veatch, we propose drilling:

- Four 70-ft deep bores for potential tunnels (two at Walnut Creek Drive and two at Walnut Creek, one on each side), and
- Four 20-ft deep bores for HDR's Cathodic Protection design

Ms. Elizabeth Blackwelder, PE, ENV SP  
DG-19-10233.2  
January 4, 2023

These borings will be sampled continuously to a depth of 10 feet and within the tunnel zone of tunnel borings, and at 5-foot intervals otherwise, to determine site stratigraphy and to obtain samples for laboratory testing. Rock encountered will be cored. All borings will be backfilled with soil cuts after obtaining ground water measurements. The pavement cores will be patched at the surface, where applicable.

Selected laboratory testing will be conducted on samples that are representative of the materials obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. All the field and laboratory tests will be performed according to ASTM/TxDOT standards, where applicable, or with other established procedures.

### **Reporting**

A report of the study will be prepared by engineers specializing in soil mechanics after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in the report:

- Site vicinity map,
- Plan of borings,
- Boring logs,
- Laboratory and field test results,
- Regional and site geology,
- Generalized groundwater and subsurface soil conditions, and
- Pipeline design and construction recommendations

### **Schedule**

HVJ expects to complete the draft report in approximately nine to eleven weeks following receipt of a written notice to proceed and all the right of entries required to complete the field work. If weather conditions and site access permits our field activities the following is our estimated schedule:

- Field Work (Marking boring locations, clearing utilities, obtaining permits if necessary, coordinating and completing drilling): 4 weeks
- Laboratory Testing: 2-3 weeks
- Engineering & Draft Report Preparation: 3-4 weeks
- Final Report Preparation: 1 week after receiving comments

HVJ assumes that right of entry for all properties will be obtained by Black & Veatch. If requested, verbal recommendations can be provided throughout the progress of the investigation as testing is completed.

A draft report will be submitted for review by Black & Veatch. After approval of HVJ's draft report, a final report of the study will be submitted.

### **Fee and Conditions**

Based on the scope of work outlined, the fee for our services will be **\$81,796.00**. A breakdown for the cost estimate is included with letter. Our accounting procedures call for the submittal of invoices

Ms. Elizabeth Blackwelder, PE, ENV SP  
DG-19-10233.2  
January 4, 2023

on a month-end basis or at the conclusion of the project should its duration last less than a month. Our credit terms are net 30 days. Our invoicing schedule will follow as:

- Completion of Field Work: up to 60% Fees
- Completion of Lab Work: up to 80% Fees
- Submitted Draft Report up to 95% Fees
- Engineering & Report Preparation: up to 100% Fees

The following assumptions were made in preparing this proposal:

- This estimate is made with the assumption that all access and permit issues for private properties (if any) will be addressed by Black and Veatch.
- We assume that the locations will be accessible to an ATV mounted drilling rig.
- We assume that all drilling will take place within the existing easement.
- Traffic control is only assumed near the Walnut Creek Drive tunnel location.
- Laboratory samples will be held for no more than a period of 30 days following completion of the final report, or 120 days following completion of the draft report.
- Black and Veatch will be responsible for providing a site plan suitable for use as a base map for the plan of borings. In addition, Black and Veatch will be responsible for surveying the horizontal and vertical boring locations upon completion of drilling, if this information is needed.

The scope of services described is appropriate for the project configuration presented to us. If anomalous conditions are encountered, or if the project configuration changes significantly, a change in work scope may be required. HVJ Associates® will recommend such changes when and if it is deemed necessary. No changes will be implemented without prior authorization from Black & Veatch.

HVJ Associates® will use the Texas One Call System to locate buried utilities. We will take care to minimize damage to existing facilities; however, our activities may result in some damage to vegetation or unidentified existing utilities. This proposal specifically excludes any costs associated with restoration of vegetation or repair of utilities damaged by our operations that were not previously identified by Texas One Call and/or Black & Veatch.

If this letter meets with your approval, please sign and complete the indicated spaces below and forward a copy of the letter to us. HVJ Associates® is pleased to be of service on this project. Please call us if you have any questions or require additional information.

Sincerely,

**HVJ NORTH TEXAS - CHELLIAH CONSULTANTS, INC.**



Hussein Hachem, PE  
Project Manager

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Ms. Elizabeth Blackwelder, PE, ENV SP  
DG-19-10233.2  
January 4, 2023

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

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Phone No. \_\_\_\_\_

Date to Start Work: \_\_\_\_\_

Attachments:

- HVJ Fee Estimate

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 14

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Amendment with HDR Engineering, Inc. for Additional Corrosion Control Engineering Services for the Cedar Creek Section 2 Pipeline Replacement Project in the Mansfield to Waxahachie Area

**FUNDING:** Bond Fund

**RECOMMENDATION:**

Management recommends approval of a contract amendment in the amount of \$125,348 with HDR Engineering, Inc. for corrosion control engineering services required for an additional mile of the Cedar Creek and adjacent Richland Chambers pipeline, and for the upsizing the current design from the S2x12 Interconnect to Mouser Way road from 90-inch to 102-inch diameter. These corrosion control engineering services include project management, preliminary and final engineering, bidding support, construction phase engineering, start-up, testing, and commissioning services. The current contract amount is \$351,295 and the revised not-to-exceed contract amount, including this contract amendment will be \$476,643.

**DISCUSSION:**

In October of 2019 the District awarded an engineering design services contract for the removal and replacement of approximately ten miles of Cedar Creek pipeline in the Mansfield to Waxahachie area where significant amounts of distressed 72-inch pipe exist. This replacement will improve the District's reliability in delivering water to customer cities as well as reduce the risk to the surrounding rapidly urbanizing areas. In May of 2020, the District awarded HDR Engineering, Inc. a task order agreement for specialized corrosion control engineering services associated with cathodic protection for the new pipeline. In addition, the cathodic protection system for the adjacent, parallel Richland Chambers pipeline will be heavily impacted by the Cedar Creek replacement that is within the same right of way, so it will be renewed per HDR's design at the same time. Corrosion control of the new steel pipe, through proper exterior coating and cathodic protection, is key to achieving the expected one-hundred-year design life of this new pipeline.

The proposed additional mile of pipe to be added from Walnut Creek Drive to Broad Street and the upsize of the original 90-inch design to 102-inch between the S2x12 Interconnect Facility to Mouser Way road is based on increasing the District's pipeline capacity for transmitting water supply flows. HDR Engineering Inc. will provide cathodic protection engineering design services for the additional mile of Cedar Creek pipe to be replaced, the renewal of the galvanic anode cathodic protection system on the existing parallel

Richland Chambers pipeline, and increased cathodic protection needs in areas that are increasing from 90-inch diameter welded steel pipe to 102-inch diameter welded steel pipe.

HDR's corrosion control design services will take place over the next twelve months followed by construction phase engineering services beginning in the fall of 2024 upon completion of the Kennedale Balancing Reservoir Expansion project. Attached is the scope of services to be provided by HDR Engineering, Inc. for this amendment.

Given the specialized nature of corrosion control engineering services, HDR will be self-performing all work. Therefore, there is no opportunity to subcontract for diverse business participation.

This item was reviewed by the Construction and Operations Committee on February, 17 2023.

**Submitted By:**

Jason Gehrig, P.E.  
Infrastructure Engineering Director

# Exhibit A

## Scope of Services

### Corrosion Control Engineering Services for the Cedar Creek Section 2 Pipeline Replacement Expansion/Extension Project AMENDMENT 02: Richland Chambers Cathodic Protection Replacement in Areas Impacted by Cedar Creek Replacement

---

#### BACKGROUND

---

HDR Engineering, Inc. (CONSULTANT) will provide Corrosion Control Engineering Services for the Cedar Creek (CC) Section 2 Pipeline Replacement Project. The project consists of approximately 10 miles of 90-inch diameter cement mortar lined and polyurethane coated raw water transmission main.

TRWD requested that the galvanic anode cathodic protection (CP) system on Richland Chambers (RC) pipeline be replaced and included during the design of the Cedar Creek (CC) Corrosion Protection Improvements. This occurred at the April 2021 60% design level review.

The Scope of Work revised in Amendment 01, authorized in March 2022, included the individual tasks and deliverables for the PROJECT. Contract was signed May 20, 2020 – received July 2, 2020 – 60% delivered Dec 1, 2020, 90% delivered June 4, 2021. Email correspondence from Elizabeth Blackwelder of BV dated 8/26/21, stated that there was a two-year delay to complete design. Final design is anticipated to start in August, 2023 and be completed by December of 2023, followed by two months for bidding and twenty months of construction, ending in November, 2025.

On January 23, 2023 HDR was notified by TRWD that the subject project was being expanded. The expansion includes:

- An additional mile of pipe replacement between Construction ID 1 and Construction ID 2, known as Construction ID 6,
- Increasing the replacement pipe diameter from 90-inches to 102-inches from Mouser Way to the east to a facility known as S2x12, near Lakeview Drive,
- Design and replacement of anodes along the Richland Chambers (RC) pipeline paralleling the Cedar Creek (CC) pipeline in Construction ID 6, and coordinating RC anode placement along newly designed 102-inch CC section,
- Additionally, the duration for this expansion is anticipated to extend to March 2026 which is 4 additional months beyond the 20 months planned for in the original project.

Following is a description of the scope of services anticipated to complete the additional corrosion protection services for the project.

1. Previous galvanic anode cathodic protection (GACP) design for CC pipeline was based on 90-inch diameter pipe. Since the diameter will be increased to 102 inches, a redesign of the GACP system will be required for approximately 27,659 feet in Construction IDs 1-3 and 6, which is about 48 percent of the total alignment. Larger size pipe connection coordination, installation schedules revisions and stationing conversion will be required. Given the shared alignment with RC, the anode test station coordination will need to be coordinated with the larger diameter pipe's CP design to avoid conflicts. GACP design on RC corresponding to Construction ID 6 will also require coordination to avoid potential conflicts.
2. Additionally, since the project schedule has been extended by four months, we have included this extra effort and escalated our hourly rates to the assumed end-point of construction to account for inflation. The proposed rates have been updated for this amendment estimate.

Additional Services for this amendment request are anticipated to include the additional design and schedule extension as follows:

- Task 1 – Additional Project Management and Support – extend 4 months into 2026
- Task 3 – Additional Final Design Engineering – 50% redesign in 2023
- Task 5 – Additional Engineering Services during Construction – extend into 2026

These services will require coordination and collaboration by HDR Engineering, Inc. (HDR) with Pipeline Design Team and other Project Consultants as follows:

---

## **SCOPE OF WORK FOR AMENDMENT NO. 2**

---

### **Basic Services:**

Basic services are as follows:

#### **Task 1 – Additional Project Management and Support**

Provide an additional four (4) months of project support.

- A. Continued coordination and participation in monthly progress meetings with TRWD, the Pipeline Design Team, and Project Geotechnical Engineer for the duration of the project. Staff will attend up to an additional four (4) meetings, for an estimated total of twenty-six (26) meetings and will be conducted by conference call and video conferencing.

- B. Provide an additional 4 months of monthly status reports, in support of invoices, which include a narrative summary of work completed, activities planned for the upcoming period, budget status, schedule status, items requiring resolution or decisions by the District, and documentation of issues and concerns.

*Deliverables:*

- Monthly Progress Meeting attendance and participation
- Monthly Invoices with Activity Report

*Assumptions:*

- HDR representatives will participate in monthly project meetings and coordinate with entities within and, as appropriate, outside the Project by conference call
- All progress meetings by video and telephone conference calls. Project Manager and relevant support staff will participate in progress meetings via conference call. Up to four (4) additional meetings, for a total of twenty-six (26), one-hour monthly coordination calls are anticipated.

**Task 3– Additional Final Design Engineering Services (90%, 100%, and Final)**

Based upon TRWD data and soil analysis results, develop updated final design documents, construction drawings, specifications, and Opinions of Probable Construction Costs (OPCCs).

After a two-year delay and this extension, we anticipate the need to update the CP system designs for CC and RC, including the 90% Design Documents previously prepared and submitted, prior to advancing design to 100%.

Prior to each submittal to TRWD, HDR will conduct an internal QC review of the drawings, specifications, and OPCC to assure the application of industry design practices. Following the submittal of each set of design documents (90%, 100% and Final), HDR will coordinate design review workshops at TRWD’s offices for each submittal. Review comments will be compiled in a comments log.

For the development of the Corrosion Protection Design Drawings, it is anticipated that that HDR provide the pipeline design engineer the Station numbering/GIS files so that the location for CP beds and test stations are shown on the same pipeline plan and profile sheets. The estimated Sheet Index for the Corrosion Protection Drawings is as follows:

<b>No. Sheets</b>	<b>Title</b>
1	General Notes, Abbreviations and Schedules
6	Standard Details I – VIII (2 additional sheets for AC Induction Mitigation)
1	Corrosion Equipment Schedule I&II (additional schedule for RC)
<b>8</b>	<b>Total Estimated Sheets</b>

The estimated Table of Contents for the Corrosion Protection System Technical Specifications is as follows:

Specification Section	Title
13115	Galvanic Anode Cathodic Protection (updated for RC & AC)

A. 60/90% Design Documents:

Following the project pause, HDR will redesign CP systems for CC and RC to accommodate extra length and pipe size, update and coordinate the 90% Design Documents with the Pipeline Design Engineer. Amendment includes redesign for approximately 50 percent of alignment, the development of AC Induction mitigation for CC Segment 5 and RC Details and Specification updates. Following TRWD review, a 90% review workshop will be coordinated and conducted to review and discuss comments.

*Deliverables:*

- Electronic (.pdf) versions of 90% design submittal which will include Corrosion Protection System Drawings, Technical Specifications, and OPCC.
- Technical Specifications will be prepared using MS Word.
- OPCC will be prepared using MS Excel.
- Drawings will be prepared in 11'x17" format, using the latest version of AutoCad.
- 90% Review Workshop Agenda, Review Comment Log, and Meeting Notes.

B. 100% Design Documents:

Comments from the 90% workshop will be incorporated and 100% Design Documents will be developed and submitted to TRWD for review. Amendment includes redesign for approximately 50 percent of alignment, the finalization of AC Induction mitigation for CC Segment 5 and RC Details and Specification. Following TRWD review, a 100% review workshop will be coordinated and conducted to review and discuss comments.

*Deliverables:*

- Electronic (.pdf) versions of 100% design submittal which will include Corrosion Protection System Drawings, Technical Specifications, and OPCC.
- Technical Specifications will be prepared using MS Word.
- OPCC will be prepared using MS Excel.

- Drawings will be prepared in 11'x17" format, using the latest version of AutoCad.
- 100% Review Workshop Agenda, Review Comment Log, and Meeting Notes.

C. Final Design and Bidding Documents:

Following the 100% Design Workshop, HDR will incorporate all final comments and deliver signed and sealed electronic (.pdf) documents for incorporation into the Cedar Creek Section 2 Pipeline Replacement Project Bidding Documents which will be compiled by the Pipeline Design Team. Amendment includes redesign for approximately 50 percent of alignment, the finalization of AC Induction mitigation for CC Segment 5 and RC Details and Specification.

*Deliverables:*

- Electronic (.pdf) versions of Final Bidding Documents which will include Corrosion Protection System Drawings, Technical Specifications, and OPCC.
- Technical Specifications will be prepared using MS Word.
- OPCC will be prepared using MS Excel.
- Drawings will be prepared in 11'x17" format, using the latest version of AutoCad.

*Assumptions:*

- For the development of the Corrosion Protection Design Drawings, it is anticipated that the Pipeline Design Team will provide the PDF electronic versions of the AutoCad pipeline Plan and Profiles for use by HDR to visualize the location of the appropriate Corrosion Protection facilities.
- Corrosion Protection System Drawings will be prepared assuming that they will be included in the Pipeline Design Team's Bidding and Contract Documents.
- Final Drawing number and Technical Specification coordination between the Pipeline Design Team will be performed throughout the design process.

The Pipeline Design Team will be responsible for coordinating and assembling the Final Bidding Documents prior to Bid Advertisement.

**Task 5 – Additional Construction Phase Engineering Services**

Construction phase services are based on an anticipated construction duration of twenty-four (24) months, which is four (4) additional months from the previous schedule. Amendment 2 will provide budget for 4 additional monthly construction meetings.

## COMPENSATION

A summary of the Engineering Fee associated with the Cedar Creek Section 2 Pipeline Replacement and Expansion Corrosion Protection Project is as follows:

Description	Original Contract Fee	Amendment No. 1 Authorized Fee	Amendment No. 2 Proposed Fee	Amended Contract Amount
Project Management and Support	\$ 36,145	\$ 19,843	\$ 11,964	\$ 67,952
Preliminary Engineering Services	\$ 42,545	\$ 22,000	\$ -	\$ 64,545
Final Engineering Services	\$ 61,308	\$ 10,711	\$ 93,000	\$ 165,018
Bidding Services	\$ 22,321	\$ 3,445	\$ -	\$ 25,766
Construction Phase Engineering Services	\$ 71,969	\$ 35,490	\$ 20,384	\$ 127,843
Start-Up, Testing, and Commissioning	\$ 18,613	\$ 6,905	\$ -	\$ 25,518
<b>Total Basic Services Fee</b>	<b>\$ 252,901</b>	<b>\$ 98,394</b>	<b>\$ 125,348</b>	<b>\$ 476,642</b>

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

### 2023 Rate Schedule

Classification	Hourly Rate Range
Senior Project Manager/Technical Director	\$325 to \$375
Project Manager	\$275 to \$375
Project Engineer	\$175 to \$225
Corrosion Specialist	\$175 to \$250
Coating Specialist	\$160 to \$200
EIT	\$115 to \$125
Design Technician	\$125 to \$175
Administrative Support	\$115 to \$175

- Hour rates will be billed at the employee's raw labor rate with a 3.15 multiplier
- Technology Charges will be billed at \$5.00 per hour for each hour expended.
- Outside services such as laboratory testing services shall be billed at cost plus a 10% markup.

The breakdown of the fee estimate is presented in **Exhibit B**.

## SCHEDULE

The effort described in Amendment 2 for an additional 4 month construction period beyond the extension described in Amendment 1.

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 15

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Contract with Crispin Valve for Manufacturing and Delivery of Six Large Diameter Butterfly Valves for the Cedar Creek and Richland-Chambers Pipelines

**FUNDING:** Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of an agreement **in an amount not-to-exceed \$2,359,484** with Crispin Valve to manufacture, assemble, and deliver three 90-inch diameter and two 102-inch diameter butterfly valves for the Cedar Creek Section II Pipeline Replacement project, and one 90-inch diameter butterfly valve for isolation on the Richland-Chambers Ennis Booster Pump Station Discharge Header Piping.

#### **DISCUSSION:**

In preparation for the upcoming eleven-mile Cedar Creek Section II Pipeline Replacement project, three 90-inch and two 102-inch diameter butterfly valves need to be purchased. Given the lead-time required for butterfly valve manufacturing, the District needs to procure these valves in advance to avoid disrupting the construction schedule. The valves will serve required operational needs for both the Richland-Chambers and Cedar Creek pipelines.

The Richland-Chambers Booster Pump Station in Ennis needs an isolation valve on the discharge header piping to allow for critical maintenance of the piping and valving within the Ennis Pump Station facility. One 90-inch diameter butterfly valve is included with this contract to serve required operation and maintenance needs.

Notice to Proposers was advertised as per statute. Proposals were received from Crispin Valve and Val-Matic and evaluated by District staff. The total Crispin offer for these six valves is \$2,359,484. Crispin's proposal meets all project requirements at the lowest cost. Both proposers have a successful history of providing high quality, large-diameter butterfly valves to TRWD.

This large equipment purchase does not include opportunities for diverse business participation.

This item was reviewed by the Construction and Operations Committee on February 17, 2023.

**Submitted By:**

Jason Gehrig, P.E.  
Infrastructure Engineering Director



**Final Evaluation Score Sheet**

**23-063-1 Section II OFE Large Diameter Valves**

Technical Quality Criteria	Total Points Available	Crispin Valve	Val-Matic Valve
Contract Price	40.00	40.00	34.00
	Price	\$2,359,484.00	\$2,800,000.00
Contract Time	20.00	20.00	20.00
Experience of Offeror in providing similar goods	20.00	20.00	20.00
Experience of Offeror in providing Special Services	20.00	19.50	20.00
<b>Total</b>	<b>100.00</b>	<b>99.50</b>	<b>94.00</b>

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 16

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Release of Retainage, Final Payment and Contract Closeout with BAR Constructors, Inc. for Joint Cedar Creek Lake Pump Station Package 2 Pump Station and Chemical Feed Facilities Project of the Integrated Pipeline Project

**FUNDING:** Bond Fund

**RECOMMENDATION:**

Management recommends release of retainage, **final payment totaling \$794,871.75**, and contract closeout with BAR Constructors, Inc. for Joint Cedar Creek Lake Pump Station (JCC1) Package 2 Pump Station and Chemical Feed Facilities Project of the Integrated Pipeline Project. The original contract price was \$63,900,000 and with approved change orders to date totaling \$(128,230.57) puts the final contract price at \$63,771,769.43.

**DISCUSSION:**

BAR successfully completed construction of JCC1 Package 2 Pump Station and Chemical Feed Facilities Project of the Integrated Pipeline on March 31, 2023. There are no outstanding issues. BAR has provided written consent of its surety to final payment and the required affidavits regarding payment of debts and claims and release of liens. Management is requesting permission to release \$794,871.75 to BAR Constructors, Inc. as final payment.

The Recommendation Memo, Project Letter Certification, Affidavit of Payment of Debts and Claims, Affidavit of Release of Liens, and Consent of Surety to Final Payment are attached.

Management also requests that the General Manager or his designee be granted authority to execute all documents associated with the contract described herein.

This item was reviewed by the Construction and Operations Committee on February 17, 2023.

**Submitted By:**

Ed Weaver  
IPL Program Manager



# Memo

**TO:** Ed Weaver

**FROM:** Jonathan Tran

**COPY:** Coy Veach, Robert Allen

**DATE:** January 29, 2023

**SUBJECT:** Consider Approval of Release of Retainage, Final Payment and Closeout to BAR Constructors, Inc. for JCC1 Package 2 Pump Station and Chemical Facilities Project of the Integrated Pipeline Project

BAR Constructors, Inc. completed construction of the above referenced project on March 31, 2023. The current Contract Price is \$63,771,769.43. The amount remaining to be paid to the Contractor is \$794,871.75. BAR's work on the project is acceptable and there are no outstanding issues.

BAR Constructors, Inc. has provided written consent of its Surety to Final Payment and the required Affidavits regarding payment of debts and claims and release of liens.

The Recommendation Memo, Consent of Surety to Final Payment, Affidavit of Release of Liens, Affidavit of Payments of Debts and Claims are attached.

We recommend making Final Payment in the amount of \$794,871.75 to BAR Constructors, Inc.

January 30, 2023

Ed Weaver  
IPL Program Director  
Tarrant Regional Water District  
800 E. Northside Drive  
Fort Worth, TX 76102

Subject: TRWD/DWU IPL Joint Cedar Creek Lake Pump Station and Intake (JCC1IN) Package 2 –  
Pump Station and Chemical Feed Facilities Project Letter of Certification

Dear Mr. Weaver:

This letter is regarding the IPL Joint Cedar Creek Lake Pump Station and Intake (JCC1) Package 2 project which included a pump station and chemical feed facilities. As of January 30, 2023, the JCC1 Project has been completed and this letter certifies that the contract has been completed and the work has been constructed in accordance with the Texas Water Development Board approved plans, specifications and change orders.

The project's one-year warranty period for the contract started on the day that the contractor, BAR Constructors, reached substantial completion. The project's substantial completion date was reached on February 10, 2023. The contractor and onsite construction management team has kept track of all the record drawings of the project. Any revisions to the record drawings were documented and filed on the project's document management system, IPL Net. Finally, the District has executed all the change orders for the project and there are no remaining change orders to be processed.

Please let me know if you have any questions or comments. I can be reached by the following phone number, (214)354-8386.

Sincerely,

CAROLLO ENGINEERS, INC.



Gregory G. Hooten, P.E.  
Senior Project Manager | Vice President

ggh

cc: Brett Isbell, P.E. (Jacobs)  
Jonathan Tran, P.E., CCM (IPLT | TEC Consulting)



**WATER**  
OUR FOCUS  
OUR BUSINESS  
OUR PASSION

**Affidavit of Payment of Debts and Claims**

<b>Project:</b> Joint Cedar Creek PS	<b>Project Number:</b>
<b>Owner:</b> Tarrant Regional Water District	3583
<b>Contractor:</b> BAR Constructors	270
<b>Engineer:</b> CH2M Hill & Carollo	419308 & 11558A.20

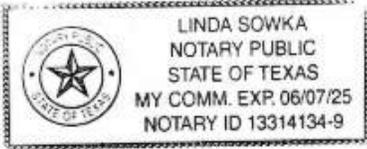
The Contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

**Exceptions:**

(If none, write "None." The Contractor must furnish a bond, acceptable to the Owner, for each exception.)

**Contractor:** \_\_\_\_\_  
By: Isidro Arrambide, Jr.  
Title: Isidro Arrambide, Jr. / President

Subscribed to and sworn before me this 3<sup>rd</sup> day of February 20 23.  
Notary Public: Linda Sowka (place Notary Seal below)  
My Commission Expires: 6/7/25



**Affidavit of Release of Liens**

<b>Project:</b> Joint Cedar Creek PS	<b>Project Number:</b>
<b>Owner:</b> Tarrant Regional Water District	3583
<b>Contractor:</b> BAR Constructors	270
<b>Engineer:</b> CH2M Hill & Carollo	419308 & 11558A.20

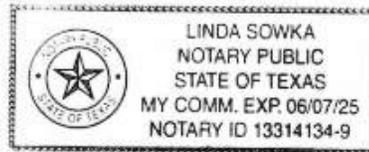
The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the Project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the Project as a result of its Contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the Project. The Contractor further certifies and warrants that all Subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**Exceptions:**

(If none, write "None." The Contractor must furnish a bond, acceptable to the Owner, for each exception.)

**Contractor:** \_\_\_\_\_  
By: Isidro Arrambide, Jr.  
Title: Isidro Arrambide, Jr. / President

Subscribed to and sworn before me this 3rd day of February 2023.  
Notary Public: Linda Sotka (place Notary Seal below)  
My Commission Expires: 6/7/25



Consent of Surety to Final Payment

<b>Project:</b> Joint Cedar Creek PS	<b>Project Number:</b>
<b>Owner:</b> Tarrant Regional Water District	3583
<b>Contractor:</b> BAR Constructors	270
<b>Engineer:</b> CH2M Hill & Carollo	419308 & 11558A.20

The Surety Company, on bond of the Contractor listed above for the referenced Project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

Bond #46BCSHY1371

Date: January 31, 2023

Name of Surety Company: Hartford Fire Insurance Company

Signature: *Dawn Davis*  
Authorized Representative

Title: Dawn Davis, Attorney-in-Fact

Address: 3000 Internet Drive, #600

Frisco, TX 75034

Email: Dawn.Davis@Marshmma.com

(Attach Power of Attorney and place surety seal below)



**Affidavit of Payment of Debts and Claims**

<b>Project:</b> Joint Cedar Creek PS	<b>Project Number:</b>
<b>Owner:</b> Tarrant Regional Water District	3583
<b>Contractor:</b> BAR Constructors	270
<b>Engineer:</b> CH2M Hill & Carollo	419308 & 11558A.20

*The Contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.*

**Exceptions:**

*(If none, write "None." The Contractor must furnish a bond, acceptable to the Owner, for each exception.)*

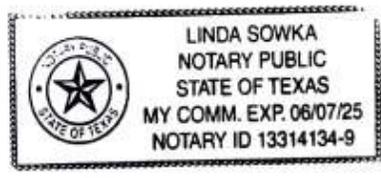
None.

**Contractor:**  
By: Isidro Arrambide, Jr.  
Title: Isidro Arrambide, Jr. / President

Subscribed to and sworn before me this 3<sup>rd</sup> day of February 20 23.

Notary Public: Linda Sowka (place Notary Seal below)

My Commission Expires: 6/7/25



## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 17

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Contract with Dunaway Associates, L.P. for Recreation Master Plan

**FUNDING:** Fiscal Year 2023 Recreation Fund Budget - \$250,000

#### **RECOMMENDATION:**

Management recommends the approval of a contract **in an amount not-to-exceed \$317,700** with Dunaway Associates, L.P. for the Recreation Master Plan.

#### **DISCUSSION:**

Parks, open space, and recreational opportunities are important, not only to enhance quality of life and neighborhood vitality, but also to preserve natural resources and provide alternative transportation links between our neighborhoods, business districts, and other destinations. The District advertised for Statements of Qualifications (SOQs) from qualified firms to provide a Master Plan for the District's Trailheads, Parks, Recreation facilities, Trails and their usage. The District received two Statements of Qualifications and evaluated that Dunaway was the firm with the most demonstrated experience.

Dunaway team members have worked on other high-profile master plans for river corridors including the Trinity River in Irving and Arlington, the Brazos River in Waco, and the San Antonio River in San Antonio. Each of these notable projects delivered major trails, parks and recreational amenities that are enjoyed by thousands of people daily. Due to their knowledge and history in developing recreational master plans across Texas, management recommends awarding the contract to Dunaway.

Dunaway Associates, L.P. is a non-certified prime vendor. The proposed diverse business participation goal is 25%.

This item was reviewed by the Recreation Committee on February 14, 2023.

#### **Submitted By:**

Darrell Beason  
Chief Operations Officer

**ATTACHMENT A -SCOPE OF WORK**

**PROPOSAL FOR PROFESSIONAL SERVICES**

**FOR**

**Trinity Trail and Floodway Master Planning**

**Tarrant Regional Water District**

**February 13, 2023**

**I. PROJECT DESCRIPTION**

Dunaway Associates L.P. (“Dunaway”) will perform professional services for the Tarrant Regional Water District (“TRWD”) for preparing a Master Plan for the TRWD properties in the TRWD Taxing Boundary. The purpose of this Master Plan is to create an overall vision for the potential development of passive recreational resources by TRWD. The plan will serve as a guide for TRWD officials and staff to implement future projects.

This Master Plan will address a large geographic area and will have various requirements, considerations and recommendations based on each location. The project will be limited to the Taxing Boundary and divided into three (3) main study areas (see attached exhibit) that will organize the report, identify opportunities for public input, and inform the recommendations. A preliminary list of the study areas for this project are:

- Fort Worth Floodway
- Eagle Mountain Lake
- Marine Creek Reservoir

A considerable amount of the study will be dedicated to the Fort Worth Floodway. To reach stakeholders and users along the floodway multiple focus areas will be defined to allow a more detailed analysis and effective public outreach. These focus areas are subject to change but may include Marine Creek, Riverside Alliance, Crestwood, Westworth Village, Benbrook, Overton/Hulen and Clearfork East.

Dunaway has prepared this Scope of Services based upon a meeting with TRWD staff on November 16, 2022, in which staff discussed the overall goals for the Master Plan. As a starting point, Dunaway will review the previous studies pertaining to trails and recreational access to the TRWD assets. The Dunaway team will work closely with TRWD staff during each step of the planning process. Dunaway will be joined by PROS Consulting, a nationally recognized firm for strategic park planning, recreational programming and operations strategies. This Scope of Services is for a Master Plan and does not include any services related to schematic design, design development, or construction documents for actual development of any site improvements.

## I. SCOPE OF SERVICES

### A. DATA GATHERING & REVIEW PREVIOUS STUDIES

1. TRWD will provide Dunaway existing information for the project including, but not limited to the following: Previous studies/maps/exhibits/reports; GIS files; aerial photographs; topographic surveys; easements; boundary surveys; property lines; roadways and parking; utility locations; trees and vegetation; environmental reports; river hydrology and drainage information.
2. Dunaway and PROS will review previous recommendations for programs and services appropriate to the project and the desired vision for the facilities. This will include programs and services provided directly by TRWD or other organizations.
3. Based upon the information provided by the TRWD, Dunaway will prepare an existing conditions base map in digital format for use in the overall planning process, as well as an existing conditions map for each planning study area.
4. Key members of the Dunaway team will attend one (1) kick-off meeting with the TRWD to review the project goals, previous studies, public engagement process, schedule, and possible programming elements.

**Deliverables:** Kick-off meeting notes, base map for existing site, and initial programming considerations

### B. REVIEW OF RECREATIONAL RESOURCES & PROGRAMMING

1. Dunaway will conduct a driving site review at each of the three (3) project study areas with TRWD representatives to visually evaluate/document the current conditions along the floodway, lakes, parks, and trailheads for each planning study area. Dunaway will utilize photo documentation of the current conditions during the site reviews.
2. Dunaway will conduct interviews with each Board Member to obtain input and establish desired outcomes, core objectives, and directional values for the future redevelopment of recreational areas.
3. Based upon the site reviews and Board Member interviews, Dunaway will prepare one (1) Site Analysis exhibit for each planning study area that addresses existing characteristics, opportunities, and constraints.

4. Dunaway will attend one (1) meeting with TRWD staff to present the Site Analysis exhibits. During the meeting, the group will discuss the initial programming items desired for the potential development areas.

**Deliverables:** One (1) Site Analysis exhibit in large color format, and initial program list, for each planning study area

#### C. PUBLIC ENGAGEMENT

1. Based upon TRWD approval of the initial review of the program list, Dunaway will prepare a PowerPoint (ppt) and large format presentation graphics for an in-person community meeting for each planning study area. The purpose of the meeting will be to gain input from the community on goals, needs and key recreational issues. TRWD will be responsible for advertising and securing a location for these public engagement meetings.
2. Dunaway will facilitate up to ten (10) public engagement meetings with TRWD representatives, stakeholders, and citizens to obtain public input on potential future recreation projects.
3. Dunaway will prepare a summary chart for all the public engagement meetings and present the findings to the TRWD Recreational Committee.

**Deliverables:** PowerPoint and Large format presentation graphics

#### D. MARKET ANALYSIS

1. Dunaway and PROS will prepare a demographics analysis and updated trends analysis related to applicable national and state recreation participation levels.
2. Dunaway and PROS will evaluate usage levels and develop participation projections based on national and state data sources. PROS will prepare a detailed market analysis of the primary, secondary and regional service areas for TRWD.

**Deliverables:** Demographic and Trends Analysis; Market Analysis

#### E. CONCEPTUAL PLANNING

1. Based upon information gathered from the Public Engagement meetings and feedback received from the TRWD Recreational Committee, Dunaway will prepare a conceptual plan for the potential development of each TRWD Planning Study Area. The conceptual studies will include color graphics & photographic imagery to

communicate the range of passive and active recreational features that might occur on TRWD property.

2. Dunaway will attend one (1) meeting with TRWD staff and/or the Recreational Committee to present the initial framework of the conceptual planning phase in a workshop setting. During this meeting a Consensus Plan will be agreed upon which satisfies the goals of TRWD.
3. Based on the Consensus plan from TRWD staff and the Recreation Committee, Dunaway will revise the Conceptual Plan and prepare a PowerPoint (ppt) and large format presentation graphics for an in-person Executive Committee meeting.
4. Dunaway will attend one (1) Executive Committee meeting to present the Conceptual Plan.

**Deliverables:** Conceptual Plan graphics in large color format, and ppt presentation

#### F. OPERATIONAL MODEL AND PRO-FORMA

1. PROS will prepare an operational model that identifies the revenue streams and expected operating costs pertaining to the recreational facilities illustrated in the Conceptual Plan.
2. PROS will prepare a five-year financial pro-forma to support the operational model and analysis, reflecting projected operations and maintenance for new recreation facilities.
3. Dunaway and PROS will attend one (1) meeting with TRWD staff to review the operational model and pro-forma.

**Deliverables:** Operational Model; Pro-forma

#### G. PRELIMINARY MASTER PLAN

1. Based upon input received on the Conceptual Plan, Dunaway will prepare the Preliminary Trail Master Plan booklet.
2. Dunaway will prepare design standards that address a typical approach to trail widths, trail surfacing, amenities, trailheads, and other recommendations.
3. Dunaway will prepare a potential list of priority projects with short, intermediate, and long-range timelines.
4. Dunaway will prepare the Preliminary Trail Master Plan report that includes a summary of the planning process, site review documentation, input received from the public engagement meetings, and trail network recommendations.

5. Dunaway will attend one (1) meeting with TRWD staff and/or the Recreational Committee to present the Preliminary Master Plan.
6. Based on input from TRWD staff and the Recreation Committee, Dunaway will prepare a PowerPoint (ppt) project update for presentation at an in-person Executive Committee meeting.

#### H. FINAL MASTER PLAN

1. Based upon the input received from TRWD staff, Dunaway will prepare a Final Master Plan report, including supporting graphic(s) depicting specific areas.
2. Dunaway will prepare a preliminary cost estimate for select short term projects and order of magnitude costs for intermediate and long projects to guide future decision making.
3. Dunaway will assist TRWD staff in one (1) final presentation to the Executive Committee.

**Deliverables:** Final Master Plan Report

## **BASIS OF COMPENSATION**

Dunaway Associates, L.P. proposes to provide the above-described Scope of Services for a lump sum fee of \$317,700.00. This is broken down by the following tasks:

A. Data Gathering & Review of Previous Studies	\$14,000
B. Review of Recreational Resources & Programming	\$18,500
C. Public Engagement	\$56,500
D. Market Analysis	\$20,400
E. Conceptual Planning	\$48,600
F. Operational Model and Pro-forma	\$19,200
G. Preliminary Master Plan	\$59,400
H. Final Master Plan	\$75,600
<hr/>	
*Reimbursables (as incurred, not to exceed)	\$ 5,500
<b>Total Professional Services (not to exceed)</b>	<b>\$317,700</b>

\*Reimbursable expenses may include but are not limited to: in-house copies, mileage, tolls, computer plotting, photography, meals, couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.

## **II. ADDITIONAL SERVICES**

Additional services, not included in this Scope of Services, will be negotiated with the TRWD as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the TRWD before being performed.

## **III. ASSUMPTIONS**

- A. TRWD will provide, as expeditiously as possible, all existing data and base information currently in its possession and as necessary to complete the Scope of Services described herein. All information provided by the TRWD is assumed to be accurate and complete, unless otherwise indicated by the TRWD. Any information required to complete this Scope of Services that cannot be readily provided by the TRWD will remain the responsibility of the TRWD.
- B. This Scope of Services does not include any topographic surveys or boundary surveys.

- C. This Scope of Services does not include any environmental engineering services such as preparing an Environmental Assessment (EA), Environmental Impact Statement (EIS), or Cultural Resource Survey.
- D. This Scope of Services does not include any hydraulic or hydrology engineering modeling or design services for any rivers, streams, tributaries, etc.
- E. This Scope of Services does not include any water agency reviews, coordination, or regulatory permitting with such agencies as the U.S. Army Corps of Engineers, FEMA, TCEQ, or others.
- F. This Scope of Services does not include any services for geotechnical engineering evaluations or soils testing.
- G. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- H. Dunaway team members will attend the meetings as noted within this Scope of Services. Additional in-person meetings, Community meetings, work sessions, presentations, etc. requested by the TRWD will be considered as additional services as authorized by the TRWD.
- I. This Scope of Services does not include design or production of any marketing materials to be utilized by the TRWD for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- J. This Scope of Services does not include any grant writing or grant application submittals to such agencies as the Texas Parks & Wildlife Department.
- K. This Scope of Services does not include any schematic design, design development, construction documents, specifications or bid documents.



**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 19**

**DATE:** February 21, 2023

**SUBJECT:** Executive Session

**FUNDING:** N/A

**RECOMMENDATION:**

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and

Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property

**DISCUSSION:**

- Pending litigation
- Real property issues

**Submitted By:**

Alan Thomas  
Deputy General Manager

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 20**

**DATE:** February 21, 2023

**SUBJECT:** Consider Authorization to Accept Real Property Interests for the Integrated Pipeline Project

**DISCUSSION:**

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

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 21**

**DATE:** February 21, 2023

**SUBJECT:** Consider Approval of Authorization to Exchange Real Property Interests in Land Located in Lot 1, Block 1, Trinity River Addition, an Addition to the City of Fort Worth as shown on the Plat Recorded in Cabinet B, Slide 2904, Plat Records, Tarrant County, Texas

**DISCUSSION:**

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

Next Scheduled Board Meeting

March 21, 2023 at 9:00 AM