

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 19<sup>th</sup> Day of September 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, September 18, 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 August 15, 2023, and August 31, 2023**
- 4. Consider Approval of Fiscal Year 2024 General Fund Budget - Sandy Newby, Chief Financial Officer**

5. **Vote to Adopt a Tax Rate of \$.0267/\$100 for Tax Year 2023 - Sandy Newby, Chief Financial Officer**
6. **Consider Approval of Fiscal Year 2024 Special Projects/Contingency Fund Budget - Sandy Newby, Chief Financial Officer**
7. **Consider Approval of Fiscal Year 2024 Revenue Fund Budget - Sandy Newby, Chief Financial Officer**
8. **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 Capital Expenditures**
  - **Consider Approval of Joint-Funding Agreement with U.S. Geological Survey for Gage Network Support Services**
  - **Consider Approval of Five-Year Service Agreement with Canon Solutions America, Inc. for Multi-Function Center Devices**
  - **Consider Approval of Resolution Authorizing Tarrant Regional Water District's Bank Representatives for JPMorgan Chase Bank N.A.**
  - **Consider Approval of Resolution Authorizing Tarrant Regional Water District's Bank Representatives for PlainsCapital Bank**
9. **Consider Approval of Raw Water Contract Renewal with Texas Water Utilities, L.P. - Nicole Rutigliano, Water Supply Manager**
10. **Consider Approval of Contract with Eurofins Laboratories for Environmental Lab Services for Routine Water Quality Monitoring Program - Darrel Andrews, Environmental Director**
11. **Consider Approval of Contract with Shermco Industries, Inc. for Substation Maintenance - Darrell Beason, Chief Operations Officer**
12. **Consider Approval of Change Order with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modification Project - Jason Gehrig, Infrastructure Engineering Director**

13. **Consider Approval of Credit Change Order with Traylor Sundt Joint Venture for Hollywood Lake Tunnel Project of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
14. **Consider Approval to Purchase Six Val-Matic Combination Air Release/ Vacuum Valves with Anti-Slam Devices from Val-Matic Valve and Manufacturing Corporation - Darrell Beason, Chief Operations Officer**
15. **Consider Approval of Certificate of Inclusion to Candidate Conservation Agreement with Assurances for the Trinity River Basin - Darrel Andrews, Environmental Director**
16. **Consider Approval of Memorandum of Understanding with City of Fort Worth for Waterwheel Operation and Maintenance - Darrel Andrews, Environmental Director**
17. **Staff Updates**
  - **Water Resources Update - Rachel Ickert, Chief Water Resources Officer**
  - **Fiscal Year 2023 Financial Quarterly Update - Jennifer Mitchell, Finance Director**
  - **TRWD Grant Update - Sandy Newby, Chief Financial Officer**
18. **Executive Session under Texas Government Code:**

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

**Section 551.074 Regarding Personnel Matters**
19. **Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Cedar Creek Pipeline Rehab Project - Steve Christian, Real Property Director**

**Parcel 11  
(RMS Holdings V, LLC)  
A temporary easement interest across a 0.131-acre tract of land situated in the M. Gregg Survey, Abstract No. 1555, City of Mansfield, Tarrant County, Texas**

**Parcels 23, 31A, and 31B  
(HC GPM, LLC)**

**Temporary easement interests across a 6.169-acre tract of land situated in the SA & MG RR CO Survey, Abstract No. 1056, the J. Morgan Survey, Abstract No. 1224 and the J. Thompson Survey, Abstract No. 1086, City of Midlothian, Ellis County, Texas; and a 0.263-acre tract of land, a 0.206-acre tract of land, and a 0.269-acre tract of land situated in the Allen Reeves Survey, Abstract No. 939, City of Midlothian, Ellis County, Texas**

- 20. Future Agenda Items**
- 21. Schedule Next Board Meeting**
- 22. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT REGIONAL WATER DISTRICT  
HELD ON THE 15<sup>th</sup> DAY OF AUGUST 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  
C.B. Team  
Paxton Motheral

Also present were Dan Buhman, Alan Thomas, Darrel Andrews, Darrell Beason, Frank Beaty, Kate Beck, Lisa Cabrera, Linda Christie, Dustan Compton, Ellie Garcia, Jason Gehrig, Zach Hatton, Natasha Hill, Zachary Huff, Chad Lorange, Bob Magness, Sandy Newby, Matt Oliver, Stephen Tatum and Michelle Wood-Ramirez 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 Cindy Boling, who spoke regarding lead by example - change to drones for July 4<sup>th</sup> river show - stop fireworks. Public comment was received from Judy Taylor, who spoke regarding drones versus fireworks. Public comment was received from Torchy White, who spoke regarding asking TRWD to eliminate firework shows and to use drone shows instead; fireworks carry a huge environmental impact and public safety concern; they are passé and can enter the water shed. Public comment was received from Charles Ladner who spoke regarding Crappie

Cove - sediment removal.

3.

Director Hill moved to approve the minutes from the meetings held on July 17, 2023, and July 18, 2023, with the following correction: change the month of the July 18, 2023 minutes from June to July. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Motheral moved to approve a contract in the amount of \$250,280 with Freese and Nichols, Inc. for the environmental permitting of approximately 11 miles of the Cedar Creek Section 2 pipeline replacement project. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$4,408,350, which includes \$250,000 in owner-controlled contingency, with Archer Western Construction, LLC for installation of a backup sodium hypochlorite feed facility and the installation of six (6) hydraulic actuators on the pump discharge control valves at the Richland-Chambers Lake Pump Station. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract. Funding for this item is included in the Bond Fund. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

6.

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

contract in an amount not-to-exceed \$929,489 with Azcarate & Associates Consulting Engineers, LLC for engineering services for the Electrical Room Cooling Improvements Project at Richland-Chambers High-Capacity Booster Pump Station in Waxahachie. Basic services are included to complete the design, bid and construction services, and the engineer will not conduct any additional services without written authorization from the District. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Hill moved to approve a change in the calculation of the retainage being held for BAR Constructors, Inc. to 5% of the contract price for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications Project. The total current contract price is \$40,428,213.09 with retainage to be held at 5% of the contract price in the amount of \$2,021,410.65. All remaining contract payments are to be made in full, the Board having found that over 50% of the work has been completed, that satisfactory progress is being made and that the amount retained is in excess of the amount adequate for the protection of the District. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Team moved to approve a contract in the amount of \$224,912 with Vann/Elli Inc. to provide and install approximately 3,700 linear feet of steel cable barrier fence and mow strip adjacent to the Marine Creek Dam. Funding for this item is included in the Fiscal year 2023 General Fund and the proposed Fiscal Year 2024 General Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, Director Hill moved to approve a contract in an amount not to exceed \$234,100 with Kimley-Horn & Associates, Inc. for Central City and Panther Island Engineering Support Services. Services include preparation of right-of-way documents, completion of a boundary survey, integration of final design and construction details from the flood control project into the Panther Island base maps, and engineering support for future development projects on Panther Island. Funding for this item is included in the Fiscal Year 2023 Special Projects/Contingency Fund. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of the management, Director Hill moved to approve a contract in an amount not-to-exceed \$154,200 with The National Theatre for Children, Inc., for elementary school water conservation education services for approximately 60 schools and 15,000 students. Funding for this item is included in the Fiscal year 2023 Revenue Fund and the proposed Fiscal Year 2024 Revenue Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.



11.

With the recommendation of the management, Director Team moved to approve a contract in an amount not-to-exceed \$80,000 with Tinker LLC for elementary school water conservation education services for approximately 4,500 students. Funding for this item is included in the Fiscal year 2023 Revenue Fund and the proposed Fiscal Year 2024 Revenue Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, Director Hill moved to place a proposal to adopt a tax year 2023 tax rate of \$.0267/\$100 on the agenda of the September 19, 2023 Board of Directors Meeting. The vote also established the date for a public hearing to be held September 13, 2023 at 3:30 p.m. on the proposed tax year 2023 tax rate of \$.0267/\$100. Director Hill commented that the Board gives the tax rate serious consideration and encouraged members of the public to attend the public hearing should they have any comments, questions, or concerns. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

The Board of Directors recessed for a break from 10:02 a.m. to 10:07 a.m.

14.

The Board next held an Executive Session commencing at 10:08 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 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 10:18 a.m., the President reopened the meeting.

President King left the meeting at 10:20 a.m.

13.

- Water Resources Update presented by Zachary Huff, Water Resources Engineering Director
- Panther Island Vision 2.0 Update presented by Kate Beck, Program Director, Central City Flood Control Project
- Central City Flood Control Project Website Update presented by Matt Oliver, Outreach Coordinator, Central City Flood Control Project
- District Awards Update presented by Darrel Andrews, Environmental Director

15.

With the recommendation of management, Director Team moved to approve purchase of the real property described below, which is necessary for the public use and purpose of construction and operation of the Cedar Creek Pipeline Rehab Project.

**A temporary easement interest across a 4.733-acre tract of land situated in the Allen Reeves Survey, Abstract No. 939, City of Midlothian, Ellis County, Texas, and being a portion of a tract of land described as Tract VI, Parcel A conveyed to North Texas Cement Co. as recorded in Volume 846 Page 138 of the Deed Records of Ellis County, Texas, and being further described in the survey plat for Parcel 30 attached hereto as Exhibit A**

**EXHIBIT "A"**  
**TARRANT REGIONAL WATER DISTRICT**  
**CEDAR CREEK SECTION 2 REPLACEMENT**  
**PARCEL NO. 30-TCE**

**TEMPORARY CONSTRUCTION EASEMENT**  
**ALLEN REEVES SURVEY, ABSTRACT NO. 939**  
**CITY OF MIDLOTHIAN**  
**ELLIS COUNTY, TEXAS**

Being a temporary construction easement situated in the Allen Reeves Survey, Abstract No. 939, City of Midlothian, Ellis County, Texas, and being a portion of a tract of land described as Tract VI, Parcel A conveyed to North Texas Cement Co. as recorded in Volume 846 Page 138 of the Deed Records of Ellis County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

**COMMENCING** at 3/4" iron rod found for the northwest corner of said Tract VI, Parcel A, said 3/4" iron rod found being the northeast corner of a called 228.984 acre tract of land conveyed to Boeckman Kellogg No. 1 L.C. as recorded in Volume 1424 Page 576 of the Deed Records of Ellis County, Texas, said 3/4" iron rod found being in the south line of a tract of land conveyed to Karen Beth Cramer as recorded in Instrument No. 1704460 of the Official Public Records of Ellis County, Texas; **THENCE** North 89 degrees 07 minutes 23 seconds East, with the north line of said Tract VI, Parcel A and with the south line of said tract of land conveyed to Karen Beth Cramer, a distance of 30.00 feet to a calculated point in the approximate east line of a County Road (60.0' Undedicated Right-Of-Way); **THENCE** South 00 degrees 30 minutes 58 seconds East, with the east line of said County Road, a distance of 1,025.80 feet to a calculated point for the **POINT OF BEGINNING**, said calculated point having grid coordinates of N=6,872,255.78 and E=2,423,626.63;

**THENCE** South 57 degrees 32 minutes 06 seconds East, a distance of 2,832.23 feet to a calculated point for corner in the south line of said Tract VI, Parcel A and in the north line of a tract of land described as Tract 1 conveyed to One Windsor Hills L.P. as recorded in Volume 2202 Page 1293 of the Deed Records of Ellis County, Texas, from which a 1/2" iron pipe found for an interior ell corner in the south line of said Tract VI, Parcel A and the north line of said Tract 1 bears North 89 degrees 55 minutes 03 seconds East, a distance of 289.68 feet;

**THENCE** South 89 degrees 55 minutes 03 seconds West, with the south line of said Tract VI, Parcel A and with the north line of said Tract 1, a distance of 139.40 feet to a calculated point for the east corner of a 130' Pipeline Right-of-Way described as Third Parcel granted to Tarrant County Water Control and Improvement District Number One as recorded in Volume 500 Page 147 and Volume 500 Page 321 of the Deed Records of Ellis County, Texas, said

(Exhibit "A")

calculated point being the northeast corner of a 130' Pipeline Right-of-Way described as Second Parcel granted to Tarrant County Water Control and Improvement District Number One as recorded in Volume 490 Page 399 of said Deed Records of Ellis County, Texas;

**THENCE** North 57 degrees 32 minutes 06 seconds West, with the northeasterly line of said 130' Pipeline Right-of-Way described as Third Parcel, a distance of 2,666.04 feet to a calculated point for the most southerly west corner of said 130' Pipeline Right-of-Way described as Third Parcel, said calculated point being in the approximate east line of said County Road;

**THENCE** North 00 degrees 30 minutes 58 seconds West, with the east line of said County Road a distance of 89.41 feet to the **POINT OF BEGINNING**, and containing 206.185 square feet or 4.733 acres of land, more or less.

**Notes:**

- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings and coordinates are referenced to the Texas State Plane Coordinate System, NAD-83(2011), North Central Zone (4202). All distances and areas shown are surface utilizing a surface adjustment factor of 1.000072449.

\* SURVEYOR'S CERTIFICATE \*

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

May 26, 2022



Richard Kennedy  
Registered Professional Land Surveyor  
Texas No. 5527  
Gorronдона & Associates, Inc.  
Texas Firm No. 10106900

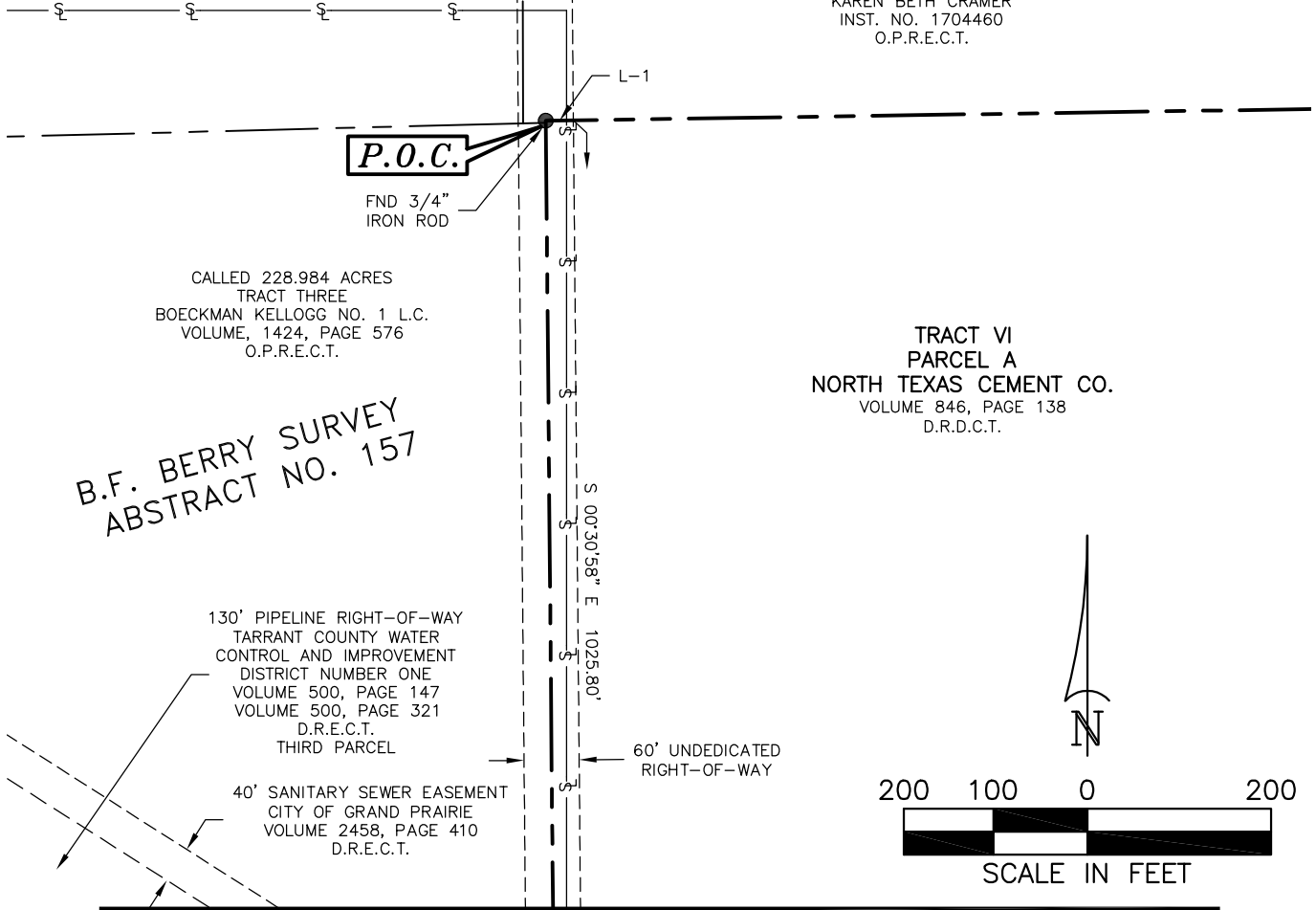
(Exhibit "A")

**EXHIBIT "A"**  
**PARCEL No. 30-TCE**

CALLED 206.363 ACRES  
 JAS HOLDING LP  
 VOLUME 2578, PAGE 161  
 O.P.R.E.C.T.

**A. REEVES SURVEY**  
**ABSTRACT No. 939**

KAREN BETH CRAMER  
 INST. NO. 1704460  
 O.P.R.E.C.T.



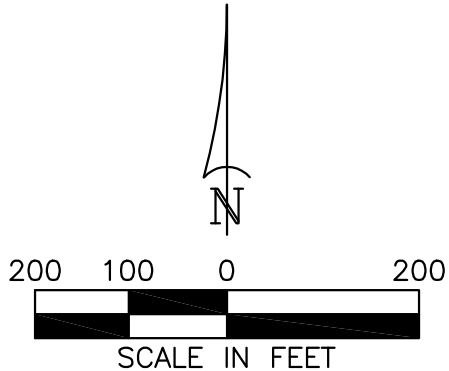
**B.F. BERRY SURVEY**  
**ABSTRACT NO. 157**

**TRACT VI**  
**PARCEL A**  
**NORTH TEXAS CEMENT CO.**  
 VOLUME 846, PAGE 138  
 D.R.D.C.T.

130' PIPELINE RIGHT-OF-WAY  
 TARRANT COUNTY WATER  
 CONTROL AND IMPROVEMENT  
 DISTRICT NUMBER ONE  
 VOLUME 500, PAGE 147  
 VOLUME 500, PAGE 321  
 D.R.E.C.T.  
 THIRD PARCEL

40' SANITARY SEWER EASEMENT  
 CITY OF GRAND PRAIRIE  
 VOLUME 2458, PAGE 410  
 D.R.E.C.T.

60' UNDEDICATED  
 RIGHT-OF-WAY



**MATCHLINE PAGE 2**

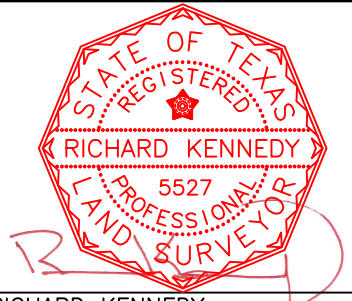


**Tarrant Regional Water District**

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

**CEDAR CREEK**  
**SECTION 2 REPLACEMENT**

PARCEL NO. 30-TCE		TEMPORARY CONSTRUCTION EASEMENT
OWNER: NORTH TEXAS CEMENT CO.		
SURVEY: A. REEVES SURVEY, ABSTRACT NO. 939		
LOCATION: CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS		
ACQUISITION AREA: 206,185 SQUARE FEET OR 4.733 ACRES		
WHOLE PROPERTY ACREAGE: 15,893,563 SQUARE FEET OR 364.866 ACRES (BY DEED)		
G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P30_TEMP.DWG
DATE: MAY 26, 2022	EXHIBIT A	SCALE: 1" = 200'

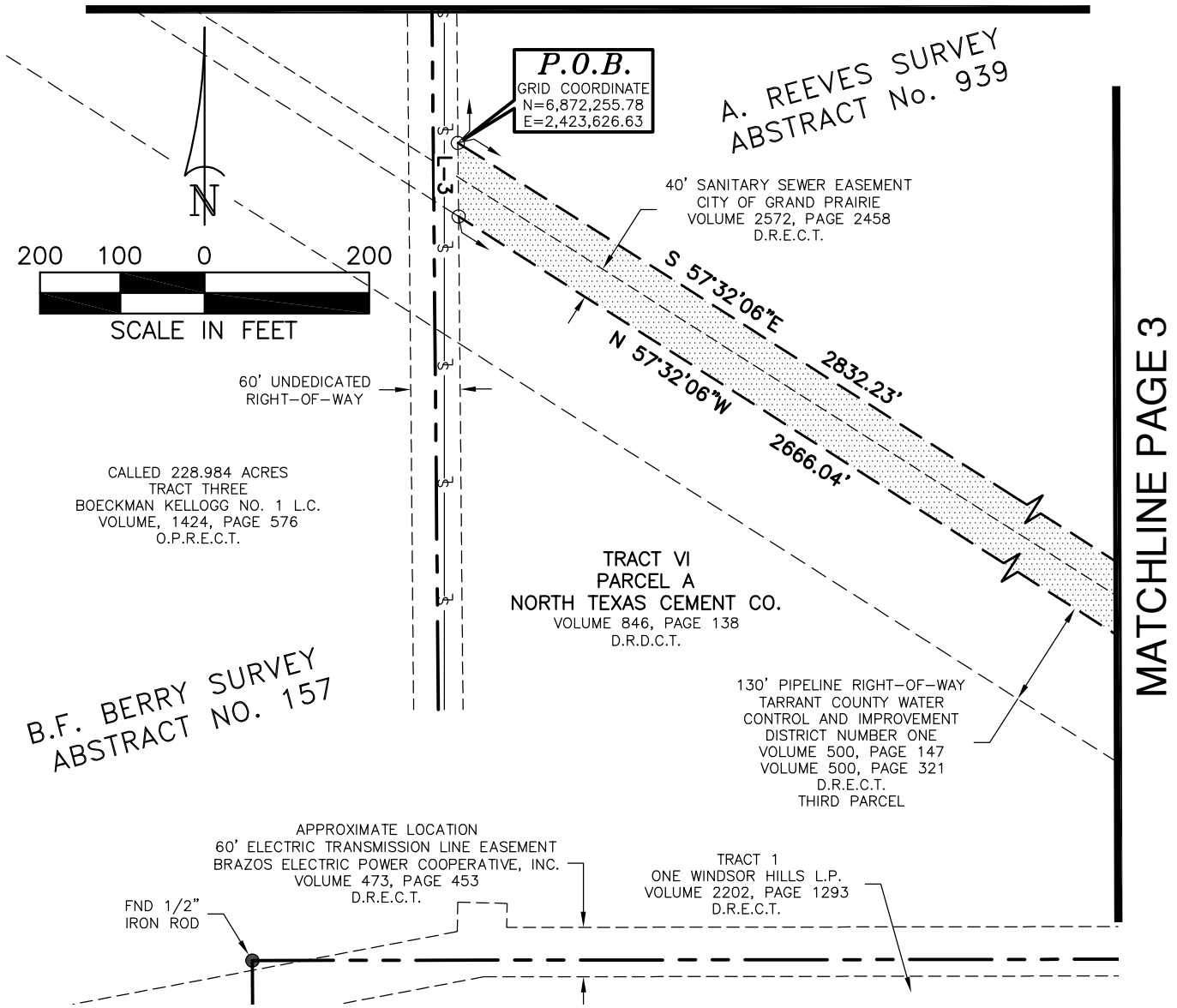


**RICHARD KENNEDY**  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5527 TEXAS FIRM No. 10106900

# EXHIBIT "A"

PARCEL No. 30-TCE

## MATCHLINE PAGE 1



# Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

## CEDAR CREEK SECTION 2 REPLACEMENT

PARCEL NO. 30-TCE		TEMPORARY CONSTRUCTION EASEMENT
OWNER: NORTH TEXAS CEMENT CO.		
SURVEY: A. REEVES SURVEY, ABSTRACT NO. 939		
LOCATION: CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS		
ACQUISITION AREA: 206,185 SQUARE FEET OR 4.733 ACRES		
WHOLE PROPERTY ACREAGE: 15,893,563 SQUARE FEET OR 364.866 ACRES (BY DEED)		
G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P30_TEMP.DWG
DATE: MAY 26, 2022	EXHIBIT A	SCALE: 1" = 200'

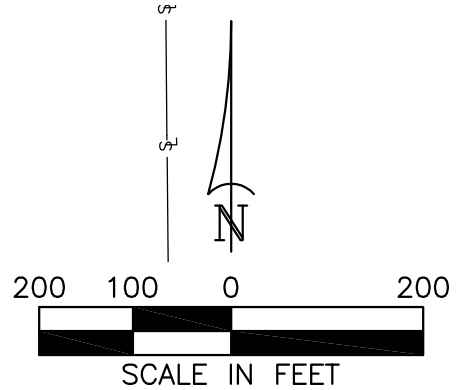


RICHARD KENNEDY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5527 TEXAS FIRM No. 10106900

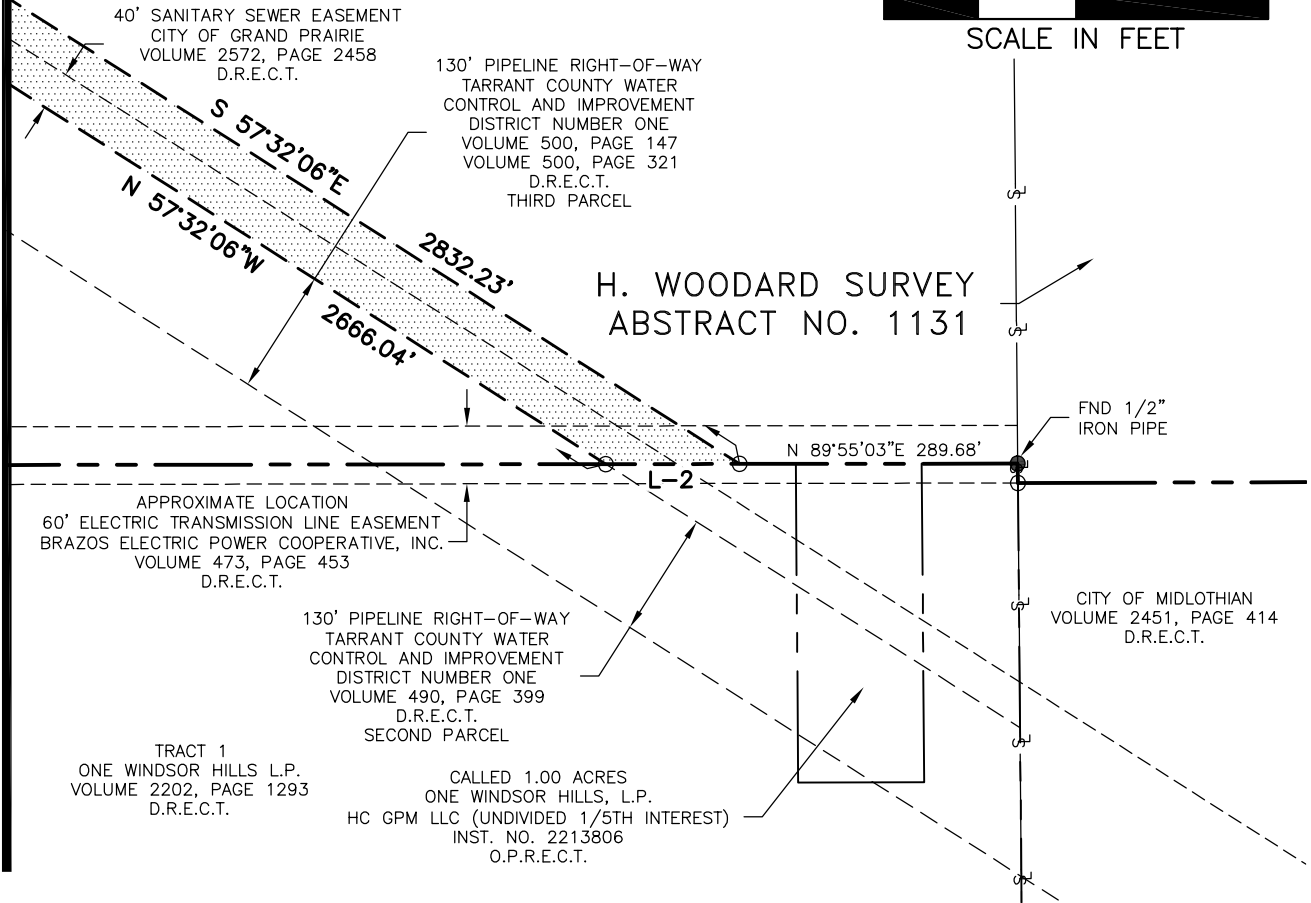
**EXHIBIT "A"**  
**PARCEL No. 30-TCE**

A. REEVES SURVEY  
 ABSTRACT No. 939

TRACT VI  
 PARCEL A  
 NORTH TEXAS CEMENT CO.  
 VOLUME 846, PAGE 138  
 D.R.E.C.T.



MATCHLINE PAGE 2



**Tarrant Regional Water District**

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

**CEDAR CREEK  
 SECTION 2 REPLACEMENT**

PARCEL NO. 30-TCE		TEMPORARY CONSTRUCTION EASEMENT
OWNER: NORTH TEXAS CEMENT CO.		
SURVEY: A. REEVES SURVEY, ABSTRACT NO. 939		
LOCATION: CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS		
ACQUISITION AREA: 206,185 SQUARE FEET OR 4.733 ACRES		
WHOLE PROPERTY ACREAGE: 15,893,563 SQUARE FEET OR 364.866 ACRES (BY DEED)		
G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P30_TEMP.DWG
DATE: MAY 26, 2022	EXHIBIT A	SCALE: 1" = 200'



RICHARD KENNEDY  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5527 TEXAS FIRM No. 10106900

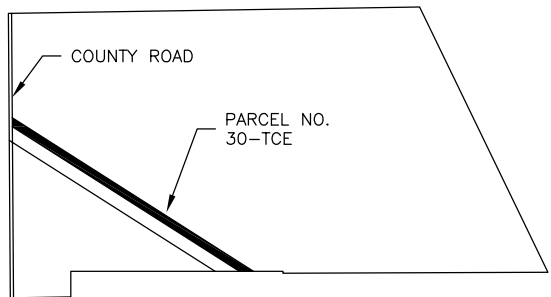
# EXHIBIT "A"

## PARCEL No. 30-TCE

### LEGEND

- ⊗ SET MONUMENTATION (SIZE AND TYPE NOTED)
- FND MONUMENTATION (SIZE AND TYPE NOTED)
- CALCULATED POINT
- — — — — PROPERTY/RIGHT-OF-WAY LINE
- - - - - EXISTING EASEMENT LINE
- — — — — PROPOSED EASEMENT LINE
- — — — — § — — — — SURVEY/ABSTRACT LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 89°07'23"E	30.00'
L-2	S 89°55'03"W	139.40'
L-3	N 00°30'58"W	89.41'



SUBJECT TRACT &  
LOCATION OF EASEMENT

**NOTES:**

1. A LEGAL DESCRIPTION OF SAME DATE HERewith ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83(2011), NORTH CENTRAL ZONE (4202). ALL DISTANCES AND AREAS SHOWN ARE SURFACE UTILIZING A SURFACE ADJUSTMENT FACTOR OF 1.000072449.



# Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

## CEDAR CREEK SECTION 2 REPLACEMENT

PARCEL NO. 30-TCE		TEMPORARY CONSTRUCTION EASEMENT
OWNER: NORTH TEXAS CEMENT CO.		
SURVEY: A. REEVES SURVEY, ABSTRACT NO. 939		
LOCATION: CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS		
ACQUISITION AREA: 206,185 SQUARE FEET OR 4.733 ACRES		
WHOLE PROPERTY ACREAGE: 15,893,563 SQUARE FEET OR 364.866 ACRES (BY DEED)		
G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P30_TEMP.DWG
DATE: MAY 26, 2022	EXHIBIT A	SCALE: 1" = 200'



RICHARD KENNEDY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5527 TEXAS FIRM No. 10106900



Lot Report

Lot: P-30 TCE

Bearing	Distance
S 57°32'06" E	2832.23
S 89°55'03" W	139.40
N 57°32'06" W	2666.04
N 00°30'58" W	89.41
Closure Error Distance	> 0.0000
Total Distance	> 5727.08

206,185 SQ. FT.

4.733 ACRES

In addition, the General Manager of TRWD or his designee is authorized to take all steps which may be reasonably necessary to complete the acquisition, including, but not limited to, the authority to pay all customary, reasonable and necessary closing and related costs. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 4 in favor, 0 against.

16.

Director Kelleher requested a presentation by staff on the feasibility, financials and pros/cons of a drone versus fireworks show at the Fort Worth 4<sup>th</sup> annual event. Director Team seconded this request.

17.

The next board meetings were scheduled for August 31, 2023, at 9:00 a.m.; September 13, 2023, at 3:30 p.m. and September 19, 2023 at 9:00 a.m.

18.

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 31<sup>st</sup> DAY OF AUGUST 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 (joined the meeting at 9:27 a.m.)  
C.B. Team  
Paxton Motheral

Also present were Dan Buhman, Ellie Garcia, Zach Hatton, Courtney Kelly, Laramie LaRue, and Stephen Tatum of the Tarrant Regional Water District (District or TRWD).

President King convened the meeting with assurance from management that all requirements of the “open meetings” laws had been met.

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 received Texas Open Government and Ethics Training from Stephen Tatum, General Counsel. This training included the Texas Open Meetings Act, the Texas Public Information Act, and key ethics rules.

Director Kelleher joined the meeting at 9:27 a.m.

4.

The Board next held an Executive Session commencing at 10:40 a.m. under Section 551.071 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 Conduct a Private Consultation with Attorneys Regarding Pending or Contemplated Litigation.

Upon completion of the executive session at 10:44 a.m., the President reopened the meeting.

5.

Director Hill requested a staff update on Public Information Request statistics at a future meeting.

6.

The next board meetings were scheduled for September 13, 2023 at 3:30 p.m., and September 19, 2023 at 9:00 a.m.

7.

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

---

President

---

Secretary

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 4

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Fiscal Year 2024 General Fund Budget

**FUNDING:** Fiscal Year 2024 General Fund

#### **RECOMMENDATION:**

Management recommends approval of the proposed Fiscal Year 2024 General Fund budgeted expenditures of \$28,425,889.

#### **DISCUSSION:**

The proposed General Fund Budget consists of \$28,425,889 related to Flood Control expenditures offset by projected revenues of \$28,552,000 from property tax revenues.

The Board of Directors met on July 17, 2023, for a budget workshop. Since that meeting the following changes have been proposed:

1. Decrease the TRWD tax rate from 2.69¢ to 2.67¢ per hundred-dollar valuation.
2. Move expenditures on open-space conservation, stewardship, and infrastructure, including trailhead maintenance, lake and river trash bashes (litter clean-ups), Twin Points Park, Eagle Mountain Park, kayak launches, the recreation master plan, and additional programs from the Special Projects/Contingency Fund to the General Fund increasing General Fund expenditures by \$3,454,057.
3. Move interest income to the Special Projects/Contingency Fund, \$500,000, and contribution revenues from the Special Projects/Contingency Fund, \$310,000, resulting in a net decrease of \$190,000 in revenue to the General Fund.
4. Move expenditures of the Panther Island canals to the Special Projects/Contingency Fund, which is primarily funded by oil and gas revenue and land sales. This would represent a \$1,000,000 decrease to General Fund expenditures.

These changes will create a \$2,454,057 increase to expenditures, a \$1,552,000 increase to revenues, and a net decrease in equity of \$902,507 in the General Fund.

The General Fund budget recommended to the Board with proposed changes is shown on the following pages.

#### **Submitted By:**

Sandy Newby  
Chief Financial Officer

**General Fund - Flood Control FY24 Budget**

<b>Expenditures</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
<u>Maintenance</u>					
Facilities & Grounds Maintenance	\$ 715,983	\$ 818,030	\$ 1,313,440	\$ 495,410	1
Equipment & Fleet	\$ 534,039	\$ 518,761	\$ 549,618	\$ 30,857	
Maintenance Support	\$ 440,171	\$ 569,390	\$ 801,545	\$ 232,155	2
Stream Gauging Stations	\$ 208,900	\$ 252,000	\$ 287,000	\$ 35,000	
<b>Total Maintenance</b>	<b>\$ 1,899,093</b>	<b>\$ 2,158,181</b>	<b>\$ 2,951,603</b>	<b>\$ 793,422</b>	
System Improvements & Capital Equipment	\$ 1,437,507	\$ 3,138,736	\$ 4,275,250	\$ 1,136,514	3
<u>Environmental Stewardship and Public Outreach</u>					
Public Outreach & Events	\$ 79,425	\$ 102,027	\$ 772,907	\$ 670,880	4
Stormwater Program	\$ 47,771	\$ 75,000	\$ 75,000	\$ -	
Environmental Stewardship	\$ 38,550	\$ 66,275	\$ 56,400	\$ (9,875)	
Clear Fork Trash Wheel	\$ -	\$ -	\$ 350,000	\$ 350,000	5
<b>Total Environmental Stewardship and Public Outreach</b>	<b>\$ 165,746</b>	<b>\$ 243,302</b>	<b>\$ 1,254,307</b>	<b>\$ 661,005</b>	
Property Taxes Paid to TIF's	\$ 512,374	\$ 964,000	\$ 580,314	\$ (383,686)	6
<u>Support Services</u>					
Employee Related	\$ 9,646,388	\$ 11,197,211	\$ 13,986,296	\$ 2,789,085	7
Administrative Support	\$ 1,507,719	\$ 1,826,944	\$ 2,086,645	\$ 259,701	
Professional Services	\$ 1,207,174	\$ 1,999,202	\$ 2,152,145	\$ 152,943	
Information Technology	\$ 652,566	\$ 839,786	\$ 1,139,329	\$ 299,543	
<b>Total Support Services</b>	<b>\$ 13,013,847</b>	<b>\$ 15,863,144</b>	<b>\$ 19,364,415</b>	<b>\$ 3,501,271</b>	
<b>Total Expenditures \$ 17,028,567 \$ 22,367,363 \$ 28,425,889 \$ 6,092,212</b>					
<b>Revenues</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Taxes	\$ 24,689,890	\$ 24,600,000	\$ 28,242,000	\$ 3,642,000	
Contributions	\$ -	\$ -	\$ 310,000	\$ 310,000	8
Interest Income	\$ 340,023	\$ 200,000	\$ -	\$ (200,000)	9
<b>Total Revenues \$ 25,029,913 \$ 24,800,000 \$ 28,552,000 \$ 3,752,000</b>					
<b>Net Increase to Equity \$ 8,001,346 \$ 2,432,637 \$ 126,111 \$ (2,340,212)</b>					

\*See explanations for significant variances on next page

**Summary of Changes from July 17 Board Budget Workshop to Current FY24 Budget**

	<b>July Budget</b>	<b>Changes*</b>	<b>Current Budget</b>
<b>General Fund</b>			
Expenditures	\$ 25,971,832	\$ 2,454,057	\$ 28,425,889
Revenues	\$ 27,000,000	\$ 1,552,000	\$ 28,552,000
Net Change in Equity	\$ 1,028,168	\$ (902,057)	\$ 126,111
<b>Special Projects/Contingency Fund</b>			
Expenditures	\$ 10,028,528	\$ 1,193,918	\$ 11,222,446
Revenues	\$ 17,891,318	\$ 1,837,975	\$ 19,729,293
Net Change in Equity	\$ 7,862,790	\$ 644,057	\$ 8,506,847

\*Detail of changes are shown on the next page

Detail of Changes from July 17 Board Budget Workshop to Current FY24 Budget

Changes to **General Fund** Expenditures

Expenditures on open-space conservation, stewardship, and infrastructure, including trailhead maintenance, lake and river trash bashes (litter clean-ups), Twin Points Park, Eagle Mountain Park, kayak launches, the recreation master plan, and additional programs moved from the Special Projects/Contingency Fund.	\$ 3,454,057
Panther Island canal expenditures moved to the Special Projects/Contingency Fund.	\$ (1,000,000)
Net change in General Fund expenditures	\$ 2,454,057

Changes to **General Fund** Revenues

Tax revenues increased based on lower proposed tax rate and final TAD numbers received at the end of July.	\$ 1,742,000
Contribution revenues for kayak launch expenditures moved from the Special Projects/Contingency Fund.	\$ 310,000
Interest income moved to the Special Projects/Contingency Fund.	\$ (500,000)
Net change in General Fund revenues	\$ 1,552,000

Changes to Special Projects/Contingency Fund Expenditures

Expenditures on open-space conservation, stewardship, and infrastructure, including trailhead maintenance, lake and river trash bashes (litter clean-ups), Twin Points Park, Eagle Mountain Park, kayak launches, the recreation master plan, and additional programs moved to the General Fund.	\$ (3,454,057)
Revenues from the events and infrastructure programs remained in the Special Projects/Contingency Fund but moved to the revenues section therefore increasing the expense total as they were previously netted with the expenditures. See offsetting revenue below.	\$ 1,647,975
Panther Island canal expenditures moved from the General Fund.	\$ 1,000,000
Panther Island canals expenditures increased from \$1M to \$3M.	\$ 2,000,000
Net change in Special Projects/Contingency Fund expenditures	\$ 1,193,918

Changes to Special Projects/Contingency Fund Revenues

Contribution revenues for kayak launch expenditures moved to the General Fund.	\$ (310,000)
Interest income moved from the General Fund.	\$ 500,000
Revenues from programs and infrastructure remained in the Special Projects/ Contingency Fund.	\$ 1,647,975
Net change in Special Projects/Contingency Fund revenues	\$ 1,837,975





**Fiscal Year 2024**  
**Proposed**  
**Revenue, **General** and**  
**Special Projects/Contingency Funds**  
**Operating Budgets**

**Version 2 – Includes recommended  
changes to the General Fund and  
Special Projects/Contingency Fund**

**August 22, 2023**

**Summarized FY24 Proposed Revenue Budgets**

<b>Revenues</b>	<b>Revenue Fund FY24 Proposed</b>	<b>General Fund FY24 Proposed</b>	<b>Special Projects/ Contingency Fund FY24 Proposed</b>	<b>Total Revenues</b>
Sale of Water	\$ 164,091,374			\$ 164,091,374
Taxes		28,242,000		28,242,000
TIF Revenues			7,927,446	7,927,446
Oil & Gas Revenues			8,000,000	8,000,000
Dallas Water Utility - IPL	3,590,578			3,590,578
Interest Income	1,600,000	-	1,600,000	3,200,000
Contributions	1,229,768	310,000		1,539,768
Other Water Sales	520,000			520,000
Leases, Permits & Fees			1,965,647	1,965,647
Other Income	731,971		236,200	968,171
<b>Total Revenues</b>	<b>\$ 171,763,691</b>	<b>\$ 28,552,000</b>	<b>\$ 19,729,293</b>	<b>\$ 220,044,984</b>

**Summarized FY24 Proposed Expenditure Budgets**

<b>Expenditures</b>	<b>Revenue Fund FY24 Proposed</b>	<b>General Fund FY24 Proposed</b>	<b>Special Projects/ Contingency Fund FY24 Proposed</b>	<b>Total Expenditures</b>
Debt Service/Project Costs	\$ 83,204,886		\$ 7,927,446	\$ 91,132,332
Pumping Power	18,000,000			18,000,000
<b><u>Maintenance</u></b>				
Pipeline & Pump Station	5,335,000			5,335,000
Pipeline Chemicals	2,210,000			2,210,000
Facilities & Grounds Maintenance	2,162,105	1,313,440		3,475,545
Equipment & Fleet	978,266	549,618		1,527,884
Maintenance Support	964,965	801,545		1,766,510
Benbrook Reservoir O&M	650,000			650,000
Stream Gauging Stations	195,000	287,000		482,000
Total Maintenance	12,495,336	2,951,603		15,446,939
<b><u>Envrionmental Stewardship &amp; Public Outreach</u></b>				
Water Conservation Program	3,096,002			3,096,002
Watershed Protection	409,890			409,890
Environmental Stewardship	437,960	56,400		494,360
Public Outreach & Events	80,603	772,907		853,510
Stormwater Program		75,000		75,000
Clear Fork Trash Wheel		350,000		350,000
Total Environmental Stewardship & Public Outreach	4,024,455	1,254,307		5,278,762
System Improvements & Capital Equipment	10,451,679	4,275,250		14,726,929
Property Taxes Paid to TIF's		580,314		580,314
Canals			3,000,000	3,000,000
La Grave Stadium			195,000	195,000
Panther Island Land Strategy			100,000	100,000
<b><u>Support Services</u></b>				
Employee Related	33,801,466	13,986,296		47,787,762
Professional Services	3,712,153	2,086,645		5,798,798
Administrative Support	3,167,783	2,152,145		5,319,928
Information Technology	2,905,933	1,139,329		4,045,262
Total Support Services	43,587,335	19,364,415		62,951,750
<b>Total Expenditures</b>	<b>\$ 171,763,691</b>	<b>\$ 28,425,889</b>	<b>\$ 11,222,446</b>	<b>\$ 211,412,026</b>

**Full Time Equivalents Budgeted by Fund**

	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>
Revenue	250	243	246
General	91	86	106
Special Projects/Contingency*	10	9	-
Dallas	49	71	77
<b>Total</b>	<b>400</b>	<b>409</b>	<b>428</b>

\*All Special Projects/Contingency Fund personnel were moved to the General Fund in FY24.

**Budgeted Expenditures Per Capita**

	<b>Revenue</b>	<b>General</b>	<b>Special Projects/ Contingency</b>
Revenues Per Capita	\$ 78.84	\$ 59.76	\$ 41.29
Expenditures Per Capita	\$ 78.84	\$ 59.49	\$ 23.49

Population data is from 2022. General Fund and Special Projects/Contingency Fund population is the TRWD taxing/voting district. Revenue Fund population is the service area that purchases water from TRWD.

# General Fund Flood Control



Trinity River

**TRWD General Fund - Flood Control  
FY24 Budget Summary**

**TRWD Flood Control Purpose**

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

**Flood Control Overview**

The District has approved a strategic plan that will be implemented over the next four years that includes investing in a diverse workforce through training, safety, and the planning and support needed to live TRWD values. Additionally, the plan includes pursuing Federal and State funding to reduce costs, updating internal processes to increase efficiency, and demonstrating our values and commitment to the community.

The increase in the General Fund budget for fiscal year 2024 is mostly due to expenditures for the personnel that maintain the Fort Worth floodway and support the District overall. Additional expenditures for trailhead maintenance, lake and river trash bashes, Twin Points Park, Eagle Mountain Park, kayak launches, the recreation master plan, and additional programs have moved from the Special Projects/Contingency Fund to the General Fund.

The General Fund budget is primarily supported by tax revenues. The tax rate is currently budgeted to drop to \$0.0267 from \$0.0269 per \$100 valuation.

The District enriches communities and improves the quality of life through flood control within the District boundaries, and this budget ensures that protection for the foreseeable future.

**Proposed FY24 General Fund Budget**

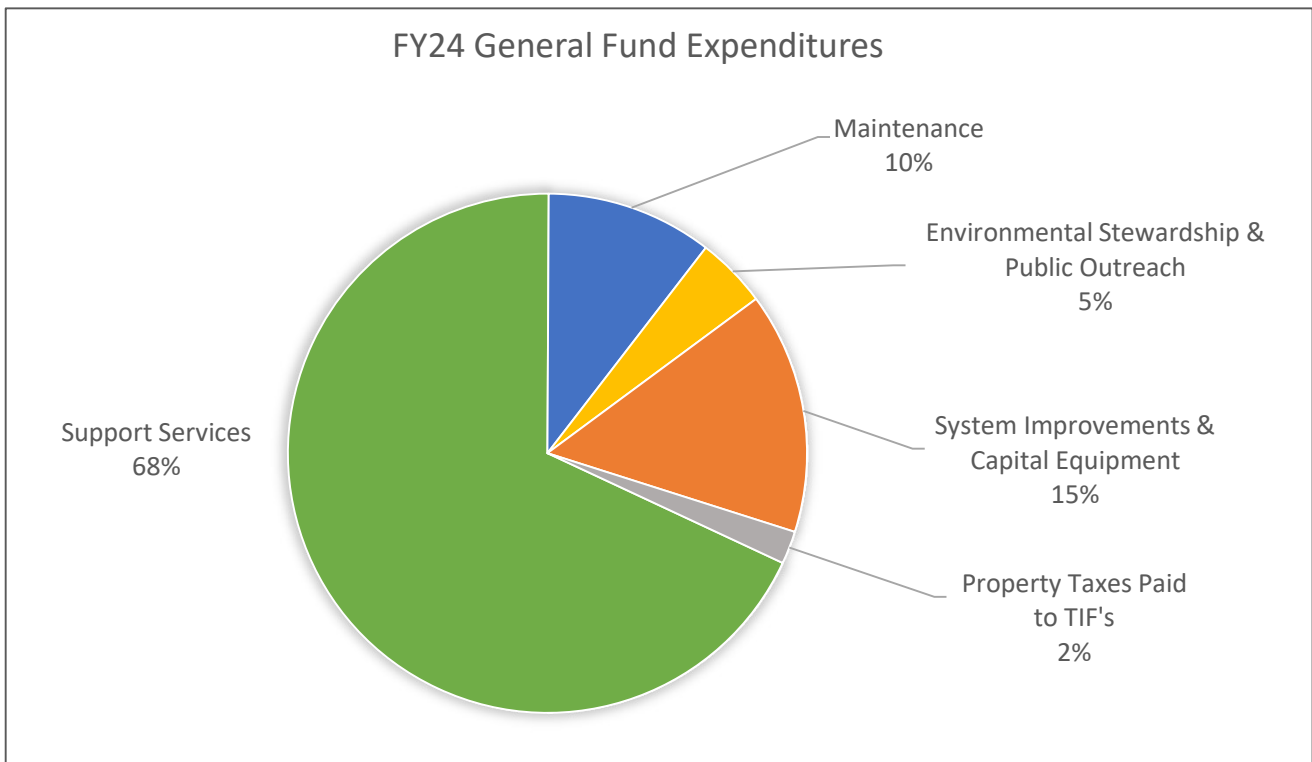
	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>
<b>Expenditures</b>			
Operating Expenditures	\$ 15,078,686	\$ 19,228,627	\$ 24,150,639
System Improvements & Capital Equipment	\$ 1,437,507	\$ 3,138,736	\$ 4,275,250
<b>Total Expenditures</b>	<b>\$ 16,516,193</b>	<b>\$ 22,367,363</b>	<b>\$ 28,425,889</b>
<b>Revenues</b>			
Taxes	\$ 24,689,890	\$ 24,600,000	\$ 28,242,000
Contributions	\$ -	\$ -	\$ 310,000
Interest Income	\$ 293,178	\$ 200,000	\$ -
<b>Total Revenues</b>	<b>\$ 24,983,068</b>	<b>\$ 24,800,000</b>	<b>\$ 28,552,000</b>
<b>Budgeted Net Increase to Equity</b>	<b>\$ 8,466,875</b>	<b>\$ 2,432,637</b>	<b>\$ 126,111</b>

# General Fund: Expenditures

## Summary Expenditure Budget

The District’s flood control mission requires a combination of long-term planning and constant evaluation of the current system needs. System improvements and capital equipment support the enhancement of the flood control infrastructure, while maintenance costs preserve the system that is already in place.

<b>Budget Categories</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Maintenance	\$ 1,899,093	\$ 2,158,181	\$ 2,951,603	\$ 793,422
System Improvements & Capital Equipment	\$ 1,437,507	\$ 3,138,736	\$ 4,275,250	\$ 1,136,514
Environmental Stewardship & Public Outreach	\$ 165,746	\$ 243,302	\$ 1,254,307	\$ 1,011,005
Property Taxes Paid to TIF's	\$ 512,374	\$ 964,000	\$ 580,314	\$ (383,686)
Support Services	\$ 13,013,847	\$ 15,863,144	\$ 19,364,415	\$ 3,501,271
<b>Total</b>	<b>\$ 17,028,567</b>	<b>\$ 22,367,363</b>	<b>\$ 28,425,889</b>	<b>\$ 6,058,526</b>

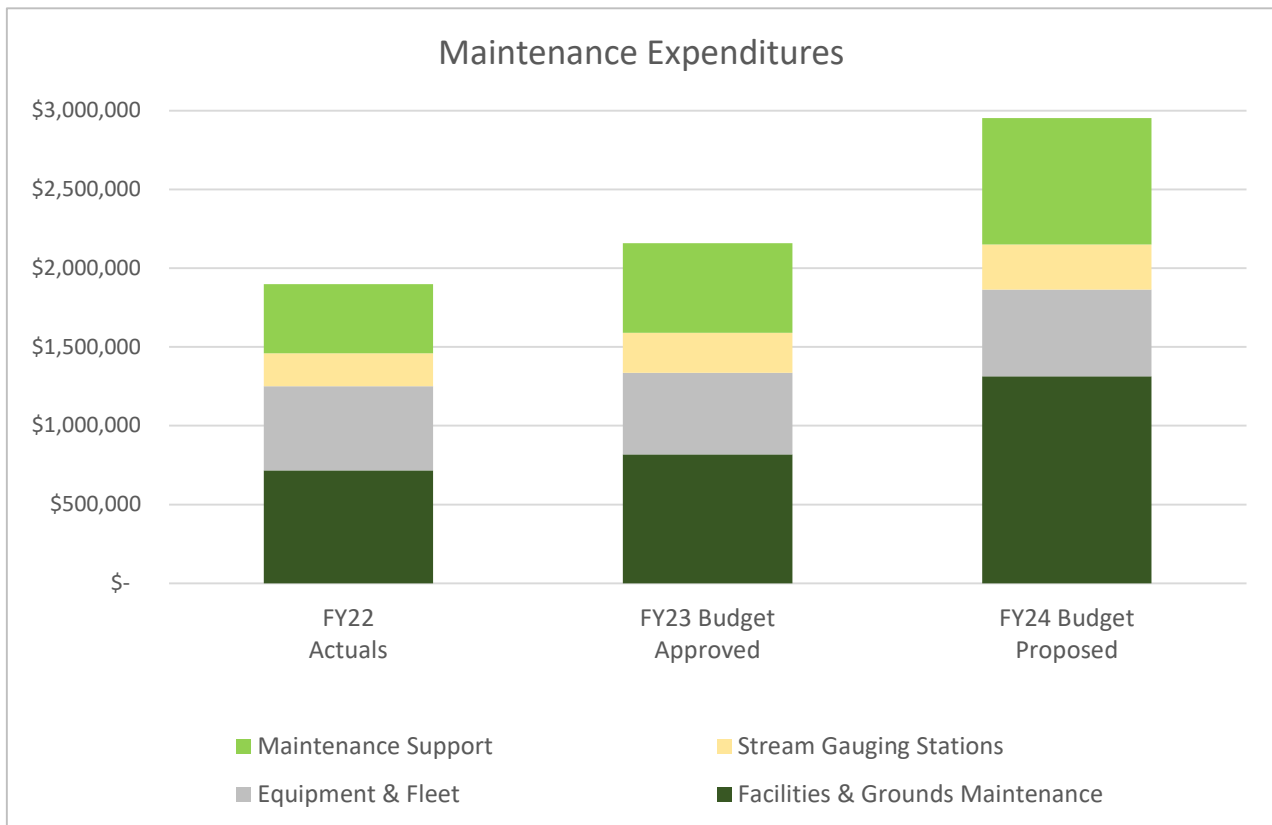




### Maintenance Expenditures

The flood control maintenance budget consists of costs needed to preserve and upkeep the currently existing infrastructure. Maintenance expenditures increased in the fiscal year 2024 budget due to rising equipment and contract labor costs as well as additional trailhead maintenance costs, which were moved from the Special Projects/Contingency Fund to the General Fund. Also, the District is adding two stream gauges along the floodway located near Bonita Drive & Deering Drive and near East 4th Street & 4th Street Dam.

	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Facilities & Grounds Maintenance	\$ 715,983	\$ 818,030	\$ 1,313,440	\$ 495,410
Equipment & Fleet	\$ 534,039	\$ 518,761	\$ 549,618	\$ 30,857
Maintenance Support	\$ 440,171	\$ 569,390	\$ 801,545	\$ 232,155
Stream Gauging Stations	\$ 208,900	\$ 252,000	\$ 287,000	\$ 35,000
<b>Total</b>	<b>\$ 1,899,093</b>	<b>\$ 2,158,181</b>	<b>\$ 2,951,603</b>	<b>\$ 793,422</b>



## System Improvement and Capital Equipment Expenditures

System improvement and capital equipment expenditures for the General Fund serve to support the District's flood control mission by improving and repairing the existing infrastructure.

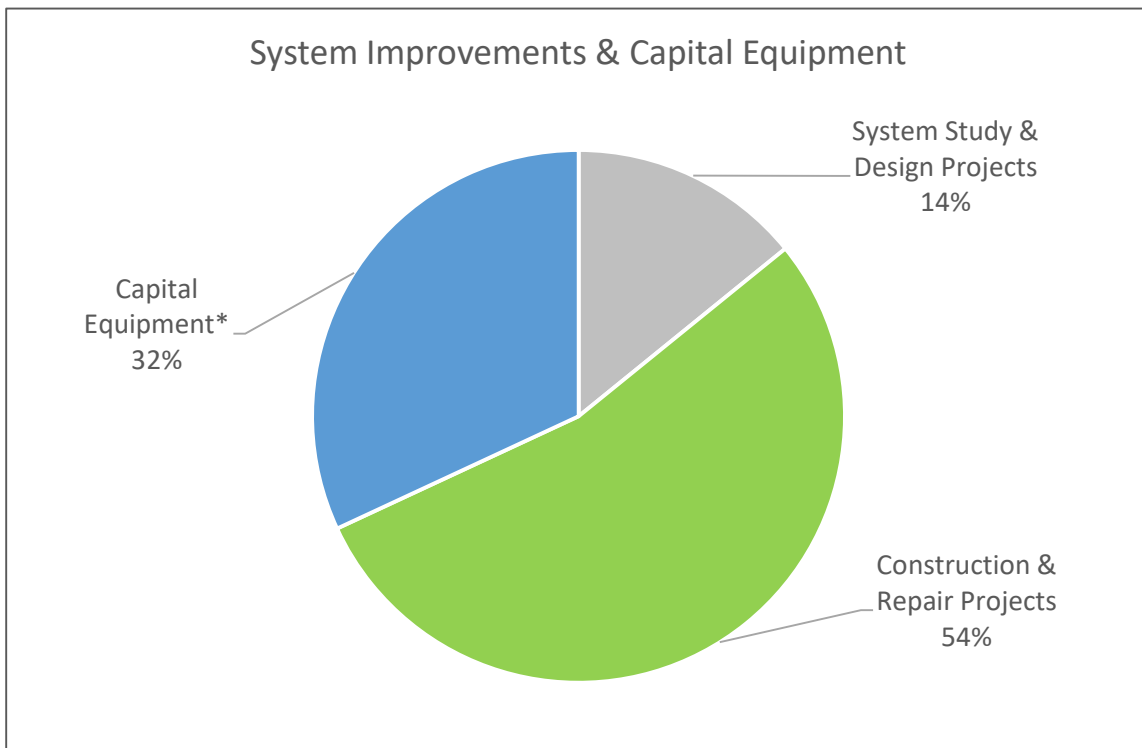
The largest System Study & Design Project is a continuing project from fiscal year 2023 to evaluate flood levels along the Fort Worth floodway. Construction & Repair projects include erosion repairs along the floodway and the repair and new construction of trails and trailheads, including the Ten Mile Trailhead and the Riverside Park kayak launch, which were moved from the Special Projects/Contingency Fund to the General Fund. All costs incurred for the Riverside Park kayak launch will be reimbursed by the City of Fort Worth.

Capital equipment purchases are asset management driven, allowing the District to own the heavy equipment needed to maintain and improve the floodway.

Additional details are shown on the following page.

	FY23 Budget Approved	FY24 Budget Proposed	Variance
System Study & Design Projects	\$ 600,000	\$ 605,000	\$ 5,000
Construction & Repair Projects	\$ 1,175,000	\$ 2,305,250	\$ 1,130,250
Capital Equipment*	\$ 1,363,736	\$ 1,365,000	\$ 1,264
<b>Total</b>	<b>\$ 3,138,736</b>	<b>\$ 4,275,250</b>	<b>\$ 1,136,514</b>

\*The District considers machinery or equipment purchases of \$10 thousand or more to be capital equipment.



**System Improvements and Capital Equipment Expenditures**

	<u>FY24 Budget Proposed</u>
<b><u>System Study &amp; Design Projects:</u></b>	
Evaluations of Flood Levels for Fort Worth Floodway	\$ 355,000
Design for Erosion Repair Under Handley Ederville Road	\$ 150,000
Recreation Master Plan	\$ 100,000
	<u>\$ 605,000</u>
<b><u>Construction &amp; Repair Projects:</u></b>	
Ten Mile Trailhead	\$ 500,000
Maintenance Road/Trail Replacement	\$ 500,000
Riverside Park Kayak Launch*	\$ 300,000
Lower West Fork Silt Removal And Toe Erosion Repair	\$ 280,000
Building Improvement at The Woodshed	\$ 263,000
Repair Erosion Under Riverside Drive	\$ 100,000
Perimeter Fence at Marine Creek Dam	\$ 150,000
Miscellaneous Construction & Repair Projects	\$ 212,250
	<u>\$ 2,305,250</u>
<b><u>Capital Equipment:</u></b>	
Heavy Duty Hydraulic Excavator	\$ 550,000
Heavy Duty Haul Truck	\$ 300,000
Heavy Duty Grapple Truck	\$ 275,000
Miscellaneous Capital Equipment	\$ 240,000
	<u>\$ 1,365,000</u>
<b>Total</b>	<u><b>\$ 4,275,250</b></u>

\*The City of Fort Worth will reimburse the District for all costs related to the Riverside Park Kayak Launch.

## Environmental Stewardship and Public Outreach Expenditures

TRWD acts as a steward of the natural environment and the communities it serves. As owners and operators of the Fort Worth floodway, protecting the quality of the water in the Trinity River is a priority of the District.

The District has realigned its public outreach events with its core mission, and has therefore moved these events from the Special Projects/Contingency Fund to the General Fund.

Public Outreach & Events Detail*	FY24 Budget Proposed
Fort Worth's Fourth	\$ 275,000
Rockin' The River	\$ 118,500
Trash Bash	\$ 122,850
Sponsorships	\$ 74,052
Other Public Outreach & Events	\$ 182,505
Total	\$ 772,907

The District is also moving forward in a new direction when it comes to reducing the impact of trash and debris on the Trinity River in Fort Worth. In a partnership with the City of Fort Worth, a new trash wheel will be installed along the river that will gather unsightly floatables that are frequently washed into the river during heavy rain events.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Public Outreach & Events*	\$ 79,425	\$ 102,027	\$ 772,907	\$ 670,880
Stormwater Program	\$ 47,771	\$ 75,000	\$ 75,000	\$ -
Environmental Stewardship	\$ 38,550	\$ 66,275	\$ 56,400	\$ (9,875)
Clear Fork Trash Wheel	\$ -	\$ -	\$ 350,000	\$ 350,000
<b>Total</b>	<b>\$ 165,746</b>	<b>\$ 243,302</b>	<b>\$ 1,254,307</b>	<b>\$ 1,011,005</b>

\*See details above.



Pictured above is a water wheel structure designed to pull trash out of the waterways.

## Property Taxes Paid to TIF's

TRWD has agreed to participate in a number of tax increment financing (TIF) agreements to reinvest a portion of property taxes collected in programs that support economic development within District communities. The decrease in the overall taxes to contribute to TIF's in fiscal year 2024 is mostly due to the ending of TIF #4 Medical District/Southside programs as well as TRWD reducing their tax rate.

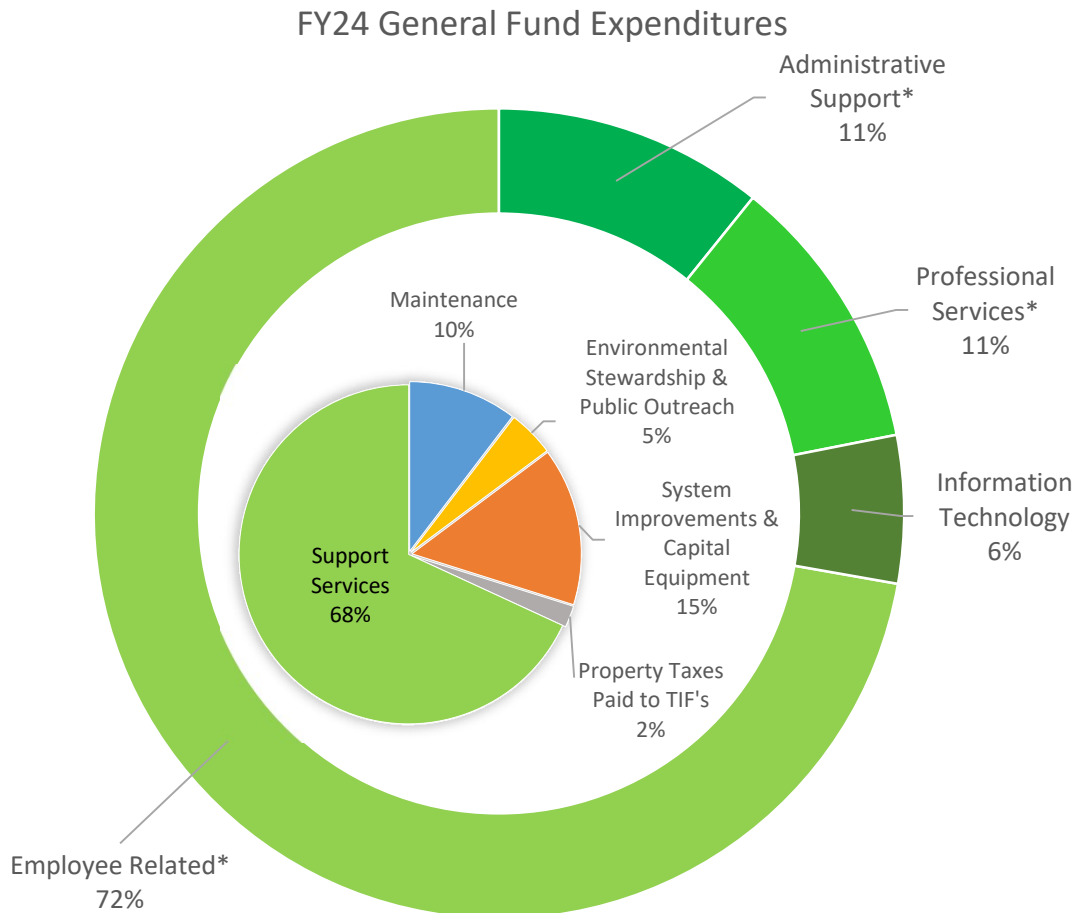
Property Taxes Paid to TIF's	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
TIF #3 Downtown	\$ 86,550	\$ 77,000	\$ 102,164	\$ 25,164
TIF #4 Medical District/Southside	\$ -	\$ 340,000	\$ -	\$ (340,000)
TIF #8 Lancaster	\$ 58,981	\$ 74,000	\$ 59,444	\$ (14,556)
TIF #9 Trinity River Vision	\$ 163,369	\$ 220,000	\$ 173,780	\$ (46,220)
TIF #10 Lone Star	\$ 12,225	\$ 14,000	\$ 13,067	\$ (933)
TIF #12 East Berry	\$ 34,025	\$ 34,000	\$ 34,285	\$ 285
TIF #13 Woodway	\$ 75,029	\$ 96,000	\$ 99,286	\$ 3,286
TIF #14 Trinity Lakes	\$ 55,756	\$ 65,000	\$ 63,974	\$ (1,026)
TIF #15 Stockyards	\$ 26,439	\$ 44,000	\$ 34,314	\$ (9,686)
<b>Total</b>	<b>\$ 512,374</b>	<b>\$ 964,000</b>	<b>\$ 580,314</b>	<b>\$ (383,686)</b>

## Support Services Summary

Support services makes up 68% of the fiscal year 2024 General Fund budget and serves to support TRWD’s efforts in providing flood control to the communities served by the District. The largest portion of this cost is TRWD’s investment in its people, resulting in strong employee retention, low turnover rates, high employee engagement, and a stable culture. Additional details are given on the following pages.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Employee Related*	\$ 9,646,388	\$ 11,197,211	\$ 13,986,296	\$ 2,789,085
Administrative Support*	\$ 1,507,719	\$ 1,826,944	\$ 2,086,645	\$ 259,701
Professional Services*	\$ 1,207,174	\$ 1,999,202	\$ 2,152,145	\$ 152,943
Information Technology	\$ 652,566	\$ 839,786	\$ 1,139,329	\$ 299,543
<b>Total</b>	<b>\$ 13,013,847</b>	<b>\$ 15,863,144</b>	<b>\$ 19,364,415</b>	<b>\$ 3,501,271</b>

\*Additional details on the following pages.



## Support Services Employee Related Expenditures

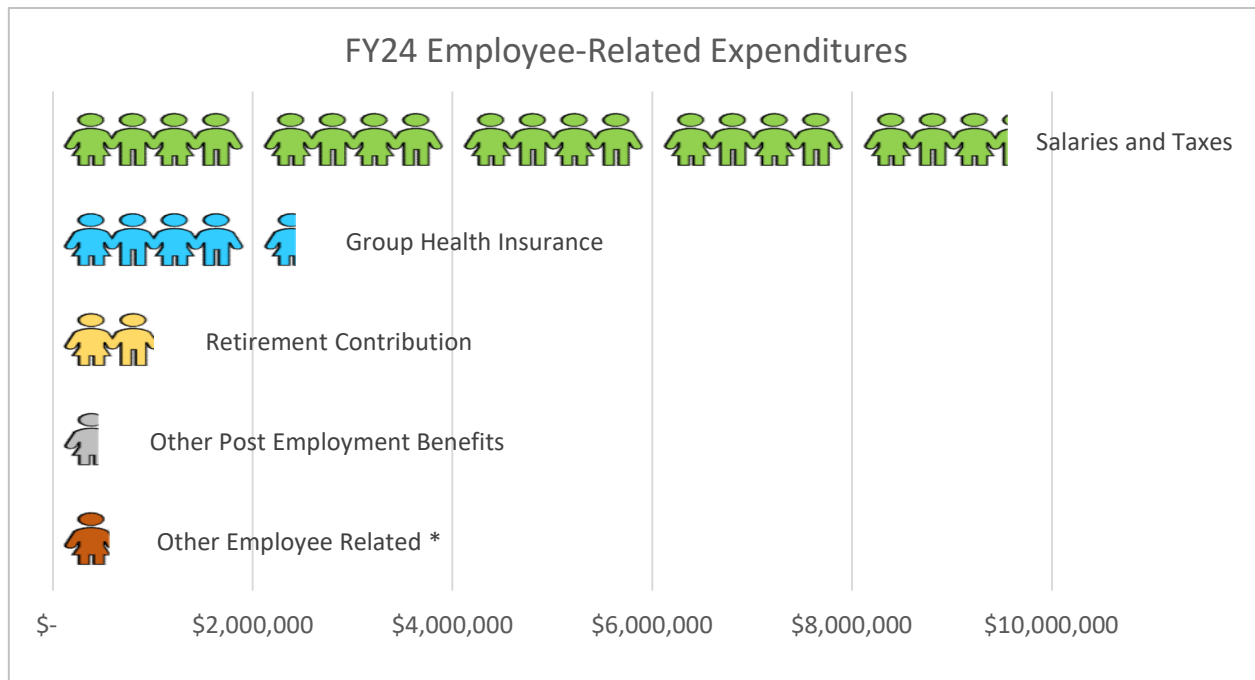
TRWD’s strategic plan includes intentional investment in its people. The District plans to invest in a diverse workforce through training, a focus on safety, and the planning and support needed to live TRWD values. The overall increase in employee-related expenditures is due to an additional 11 full-time equivalent (FTE) positions to operate and maintain the floodway as well as a 6% increase in raises and promotions compounded by salary increases in fiscal year 2023 due to market conditions. The additional FTE positions are needed as the District is moving to a new level of service with increased community use and popularity of the floodway. Additionally, aging infrastructure is requiring additional maintenance.

Realignment of events and infrastructure maintenance with the District's core mission also includes bringing related personnel to the General Fund from the Special Projects/Contingency Fund.

The District has also started a new LAUNCH program that provides individuals with skills training for positions the District has struggled to fill in the past. The program provides life skills in addition to job training that will allow them to become marketable as long-term employees of the District in the future.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Salaries and Taxes	\$ 6,617,797	\$ 7,551,037	\$ 9,547,859	\$ 1,996,822
Group Health Insurance	\$ 1,612,564	\$ 2,022,318	\$ 2,422,518	\$ 400,200
Retirement Contribution	\$ 735,118	\$ 754,848	\$ 1,006,212	\$ 251,364
Other Post Employment Benefits	\$ 370,256	\$ 385,846	\$ 448,010	\$ 62,164
Other Employee Related *	\$ 310,653	\$ 483,162	\$ 561,697	\$ 78,535
<b>Total</b>	<b>\$ 9,646,388</b>	<b>\$ 11,197,211</b>	<b>\$ 13,986,296</b>	<b>\$ 2,789,085</b>

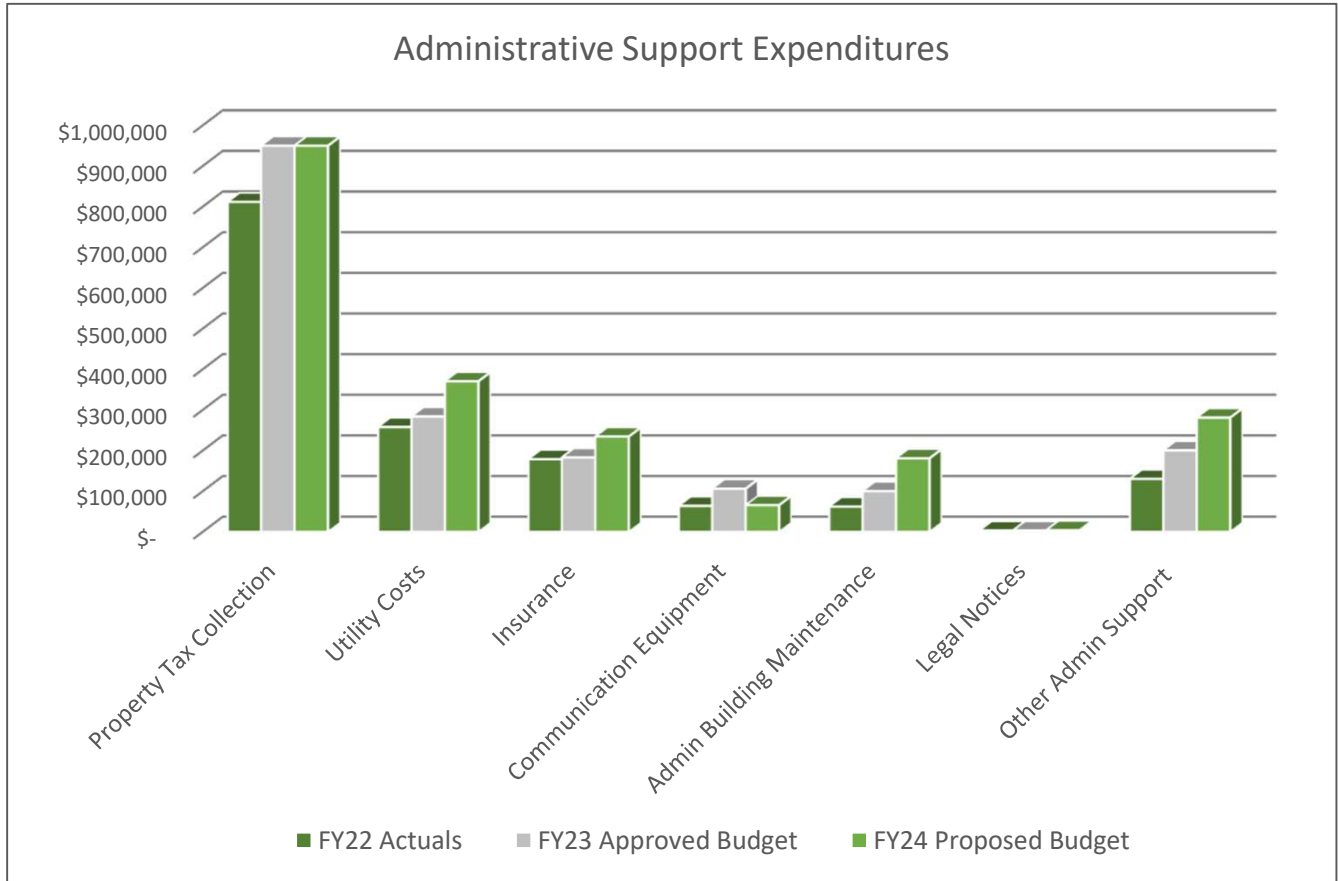
\*Other employee-related costs include business and travel, education, and the employee wellness program.



## Support Services Administrative Support Expenditures

Administrative support services consist of a variety of overhead expenditures that support the District’s flood control system as a whole. Building maintenance costs have increased 80% due to the replacement and maintenance of the HVAC system in several administrative buildings. Insurance costs have also increased due to the District’s need to protect additional capital assets. Increases in utility costs and other administrative support are due to bringing additional event and infrastructure expenditures from the Special Projects/Contingency Fund. The decrease in communication equipment cost is due to a reduced need for tower inspections and repair in fiscal year 2024.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Property Tax Collection	\$ 811,662	\$ 950,000	\$ 950,000	\$ -
Utility Costs	\$ 257,920	\$ 283,756	\$ 370,390	\$ 86,634
Insurance	\$ 178,682	\$ 182,857	\$ 234,400	\$ 51,543
Communication Equipment	\$ 63,976	\$ 106,170	\$ 65,730	\$ (40,440)
Administrative Building Maintenance	\$ 62,029	\$ 100,249	\$ 180,911	\$ 80,662
Legal Notices	\$ 3,227	\$ 3,410	\$ 4,100	\$ 690
Other Administrative Support	\$ 130,223	\$ 200,502	\$ 281,114	\$ 80,612
<b>Total</b>	<b>\$ 1,507,719</b>	<b>\$ 1,826,944</b>	<b>\$ 2,086,645</b>	<b>\$ 259,701</b>

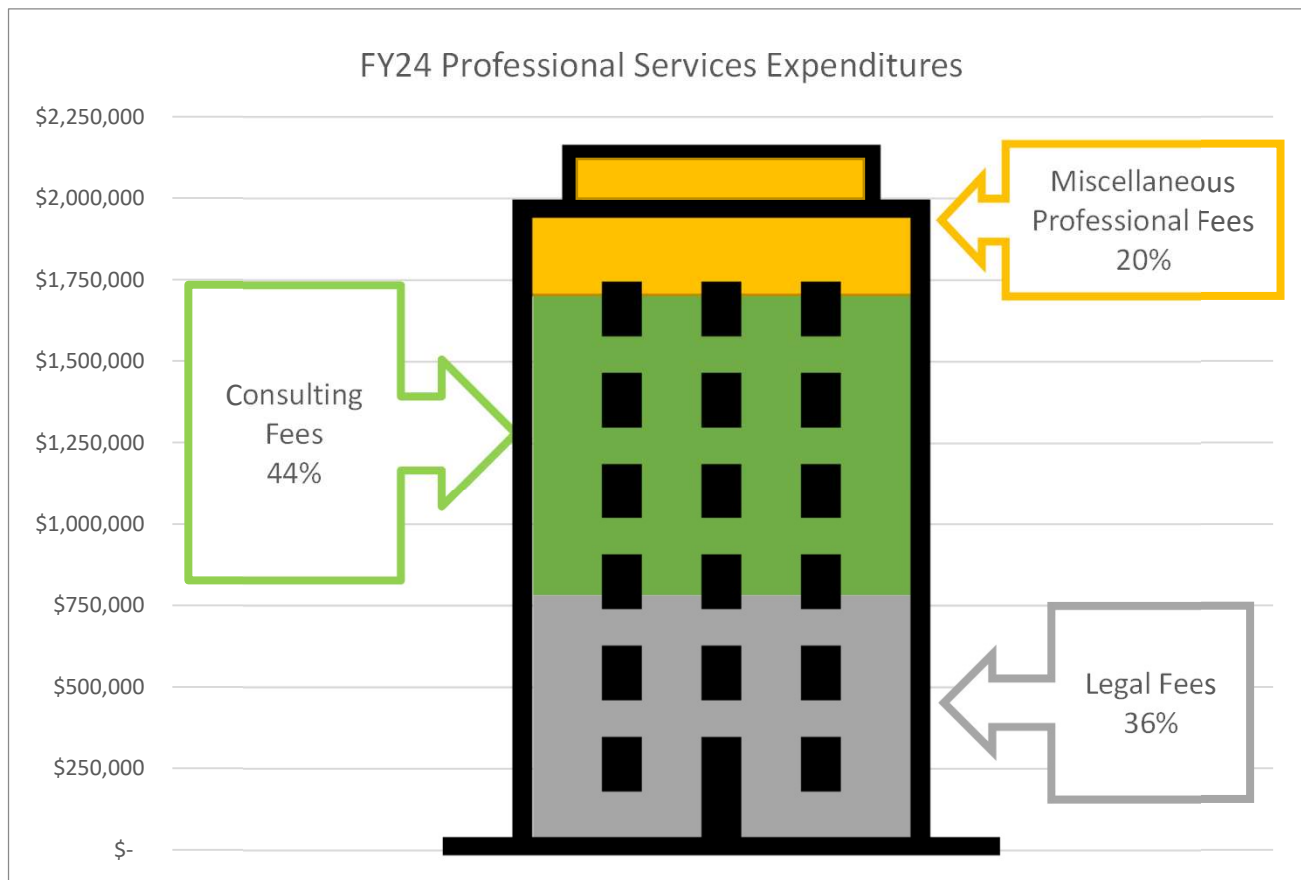




## Support Services Professional Services Expenditures

Professional services are provided by external vendors to support the District's flood control efforts. The largest portion of this budget is consulting fees, most of which provide support to the Information Technology, Finance, Water Resources, and Human Resources departments through various analysis and assessment services. The increase this year is due in part to the assessment of new technologies, including a new enterprise resource planning (ERP) system.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Consulting Fees	\$ 360,704	\$ 741,942	\$ 936,916	\$ 194,974
Legal Fees	\$ 589,430	\$ 783,900	\$ 782,600	\$ (1,300)
Miscellaneous Professional Fees	\$ 257,040	\$ 473,360	\$ 432,629	\$ (40,731)
<b>Total</b>	<b>\$ 1,207,174</b>	<b>\$ 1,999,202</b>	<b>\$ 2,152,145</b>	<b>\$ 152,943</b>



# General Fund: Revenues

**Sources of Revenue**  
**Summary**

The flood control mission of the District is funded by the collection of property taxes. The District has the lowest tax rate in Tarrant county, and the fiscal year 2024 budget currently includes reducing the tax rate to \$0.0267 from \$0.269 per \$100 valuation.

	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Taxes	\$ 24,689,890	\$ 24,600,000	\$ 28,242,000	\$ 3,642,000
Contribution Revenues*	\$ -	\$ -	\$ 310,000	\$ 310,000
Interest Income	\$ 293,178	\$ 200,000	\$ -	\$ (200,000)
<b>Total Revenues</b>	<b>\$ 24,983,068</b>	<b>\$ 24,800,000</b>	<b>\$ 28,552,000</b>	<b>\$ 3,752,000</b>

\*Contribution Revenues are reimbursements that will be received for the Riverside Park Kayak Launch and Trinity Trails Benches.

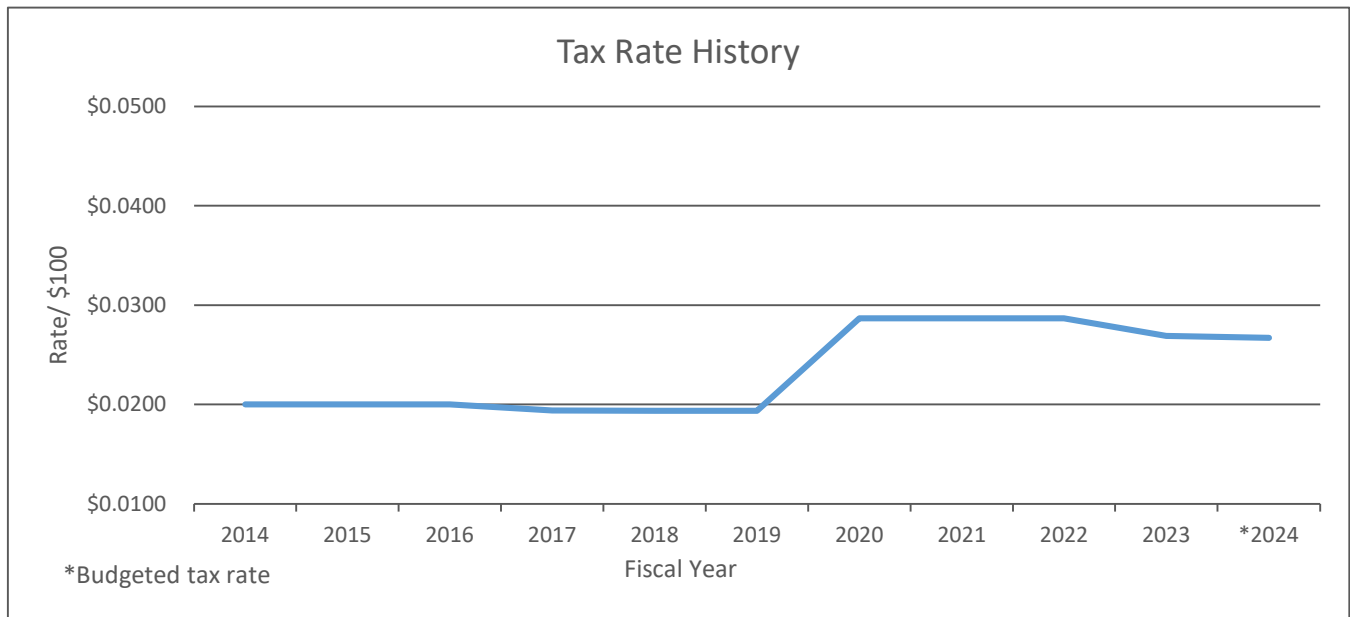
## Sources of Revenue

### Tax Revenues

As a governmental entity, the District is empowered to levy and collect ad valorem taxes to meet the maintenance, operations, and capital expenses of its flood control and administrative functions. The District's ad valorem property tax is currently proposed to be set at \$0.0267 per \$100 valuation and is budgeted to generate \$28 million in revenues for the District. This is based on a net taxable value of approximately \$106 billion and represents a projected tax burden of approximately \$73.43 for an estimate average home valued at \$275,012.

TRWD participates in a number of tax increment financing (TIF) agreements to reinvest a portion of property taxes collected in programs that support economic development within District communities.

Tax Revenues	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Property Taxes Collected	\$ 24,689,890	\$ 24,600,000	\$ 28,242,000	\$ 3,642,000
Less Property Taxes Paid to TIF's	\$ (512,374)	\$ (964,000)	\$ (580,314)	\$ 383,686
<b>Net Property Tax Revenue</b>	<b>\$ 24,177,516</b>	<b>\$ 23,636,000</b>	<b>\$ 27,661,686</b>	<b>\$ 4,025,686</b>



**General Fund - Flood Control FY24 Budget**

<b>Expenditures</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
<u>Maintenance</u>					
Facilities & Grounds Maintenance	\$ 715,983	\$ 818,030	\$ 1,313,440	\$ 495,410	1
Equipment & Fleet	\$ 534,039	\$ 518,761	\$ 549,618	\$ 30,857	
Maintenance Support	\$ 440,171	\$ 569,390	\$ 801,545	\$ 232,155	2
Stream Gauging Stations	\$ 208,900	\$ 252,000	\$ 287,000	\$ 35,000	
<b>Total Maintenance</b>	<b>\$ 1,899,093</b>	<b>\$ 2,158,181</b>	<b>\$ 2,951,603</b>	<b>\$ 793,422</b>	
System Improvements & Capital Equipment	\$ 1,437,507	\$ 3,138,736	\$ 4,275,250	\$ 1,136,514	3
<u>Environmental Stewardship and Public Outreach</u>					
Public Outreach & Events	\$ 79,425	\$ 102,027	\$ 772,907	\$ 670,880	4
Stormwater Program	\$ 47,771	\$ 75,000	\$ 75,000	\$ -	
Environmental Stewardship	\$ 38,550	\$ 66,275	\$ 56,400	\$ (9,875)	
Clear Fork Trash Wheel	\$ -	\$ -	\$ 350,000	\$ 350,000	5
<b>Total Environmental Stewardship         and Public Outreach</b>	<b>\$ 165,746</b>	<b>\$ 243,302</b>	<b>\$ 1,254,307</b>	<b>\$ 661,005</b>	
Property Taxes Paid to TIF's	\$ 512,374	\$ 964,000	\$ 580,314	\$ (383,686)	6
<u>Support Services</u>					
Employee Related	\$ 9,646,388	\$ 11,197,211	\$ 13,986,296	\$ 2,789,085	7
Administrative Support	\$ 1,507,719	\$ 1,826,944	\$ 2,086,645	\$ 259,701	
Professional Services	\$ 1,207,174	\$ 1,999,202	\$ 2,152,145	\$ 152,943	
Information Technology	\$ 652,566	\$ 839,786	\$ 1,139,329	\$ 299,543	
<b>Total Support Services</b>	<b>\$ 13,013,847</b>	<b>\$ 15,863,144</b>	<b>\$ 19,364,415</b>	<b>\$ 3,501,271</b>	
<b>Total Expenditures \$ 17,028,567 \$ 22,367,363 \$ 28,425,889 \$ 6,092,212</b>					
<b>Revenues</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Taxes	\$ 24,689,890	\$ 24,600,000	\$ 28,242,000	\$ 3,642,000	
Contributions	\$ -	\$ -	\$ 310,000	\$ 310,000	8
Interest Income	\$ 340,023	\$ 200,000	\$ -	\$ (200,000)	9
<b>Total Revenues \$ 25,029,913 \$ 24,800,000 \$ 28,552,000 \$ 3,752,000</b>					
<b>Net Increase to Equity \$ 8,001,346 \$ 2,432,637 \$ 126,111 \$ (2,340,212)</b>					

\*See explanations for significant variances on next page

## Variance Explanations

### 1 Facilities & Grounds Maintenance

The General Fund will now cover maintenance of all floodway assets and properties, some of which were previously paid in the Special Projects/Contingency Fund.

### 2 Maintenance Support

The increased cost of contract labor is responsible for 75% of the increase in maintenance support. The remaining 25% is due to an increase in the cost of and need for rental equipment and a slight uptick in the cost of fuel.

### 3 System Improvements & Capital Equipment

This increase includes erosion repair along the floodway and the maintenance and construction of new and existing trails and trailheads, including the Ten Mile Trailhead and the Riverside Park kayak launch, which were moved from the Special Projects/Contingency Fund to the General Fund.

### 4 Public Outreach & Events

Public outreach events, like Fort Worth's Fourth and Rockin' the River, have been moved from the Special Projects/Contingency Fund to the General Fund as part of realigning such events to the District's core mission.

### 5 Clear Fork Trash Wheel

The District is assisting the City of Fort Worth with the purchase of a trash-collection wheel for the Clear Fork of the Trinity River.

### 6 Property Taxes Paid to TIF

Decrease due to TIF #4 Medical District/Southside ending in fiscal year 2023, as well as TRWD reducing their tax rate.

### 7 Employee Related

The overall increase in employee related expenditures is due to an additional 11 full-time equivalent (FTE) positions to operate and maintain the floodway as well as a 6% increase in raises and promotions compounded by salary increases in fiscal year 2023 due to market conditions. The additional FTE positions are needed as the District is moving to a new level of service with increased community use and popularity of the floodway. Realignment of events and infrastructure maintenance with the District's core mission also includes bringing related personnel from the Special Projects/Contingency Fund to the General Fund.

### 8 Contributions

The City of Fort Worth has agreed to fully reimburse the District for their costs to build and install the Riverside Park Kayak Launch. Streams and Valleys has agreed to reimburse the District for the installation of memorial benches along the Trinity River.

### 9 Interest Income

Interest income has been moved to the Special Projects/Contingency Fund due to its unpredictability as a revenue source.

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 5**

**DATE:** September 19, 2023

**SUBJECT:** **Vote to Adopt a Tax Rate of \$.0267/\$100 for Tax Year 2023**

**FUNDING:** N/A

**RECOMMENDATION:**

Management recommends formal adoption of an ad valorem tax rate of \$.0267/\$100 valuation, for tax year 2023, which is a decrease from tax year 2022.

**DISCUSSION:**

The Board must adopt a tax rate by official action and set it out in a written resolution, ordinance, or order. The tax rate must be adopted after the adoption of the FY 2023 General Fund Budget.

The public hearing was held September 13, 2023 at 3:30 PM on the proposed tax year 2023 tax rate of \$.0267/\$100.

**Submitted By:**

Sandy Newby  
Chief Finance Director

**ORDER OF BOARD OF DIRECTORS OF  
TARRANT REGIONAL WATER DISTRICT  
ADOPTING AD VALOREM TAX**

On the 19th day of September, at a regularly scheduled meeting of the Board of Directors of Tarrant Regional Water District, upon motion duly made and seconded, the Board of Directors unanimously entered the following order:

IT IS HEREBY ORDERED that Tarrant Regional Water District adopt for tax year 2023 an ad valorem tax rate of \$.0267 per \$100 of taxable value as appraised by the Tarrant County Appraisal District and that the Water District staff take the necessary steps to implement collection of the tax so adopted.

---

Leah M. King, President

ATTEST:

---

Mary Kelleher, Secretary



## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 6

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Fiscal Year 2024 Special Projects/Contingency Fund Budget

**FUNDING:** Fiscal Year 2024 Special Projects/Contingency Fund

#### **RECOMMENDATION:**

Management recommends approval of the proposed Fiscal Year 2024 Special Projects/Contingency Fund budgeted expenditures of \$11,222,446.

#### **DISCUSSION:**

The proposed Special Projects/Contingency Fund budget consists of special projects expenditures of \$3,295,000 and expenditures for the Central City Flood Control project of \$7,927,446. These expenditures are offset by expected revenues of \$19,729,293, resulting in an expected increase to equity for future projects of \$8,506,847.

The Board of Directors met on July 17, 2023, for a budget workshop. Since that time the following changes have been proposed:

1. Move expenditures on open space conservation, stewardship, and infrastructure, including trailhead maintenance, lake and river trash bashes (litter clean-ups), Twin Points Park, Eagle Mountain Park, kayak launches, the recreation master plan, and additional programs to the General Fund from the Special Projects Contingency Fund, decreasing Special Projects/Contingency Fund expenditures by \$3,454,057.
2. Move interest income from the General Fund, \$500,000, and move contribution revenues to the General Fund, \$310,000, resulting in a net increase of \$190,000 in revenue to the Special Projects/Contingency Fund.
3. Move \$1,000,000 of expenditures for the Panther Island canals from the General Fund and increase the amount to \$3,000,000. This represents a \$3,000,000 increase to Special Projects/Contingency Fund expenditures.

Overall, these changes create a net increase in equity for future projects of \$644,057 in the Special Projects/Contingency Fund.

The Special Projects/Contingency Fund budget being recommended, with proposed changes, to the Board is shown on the next page. Please see attached Special Projects/Contingency Fund budget book for further details.

**Submitted By:**

Sandy Newby  
Chief Financial Officer

**Special Projects/Contingency Fund - FY24 Budget**

<b>Expenditures</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Canals	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000	1
La Grave Stadium	\$ 185,381	\$ 20,000	\$ 195,000	\$ 175,000	2
Panther Island Land Strategy	\$ -	\$ 100,000	\$ 100,000	\$ -	
Net Recreation Expense	\$ 1,016,947	\$ 1,711,262	\$ -	\$ (1,711,262)	3
Capital Expenditures	\$ 787,500	\$ -	\$ -	\$ -	
<b>Total Expenditures</b>	<b>\$ 1,989,828</b>	<b>\$ 1,831,262</b>	<b>\$ 3,295,000</b>	<b>\$ 1,463,738</b>	

<b>Revenue</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Oil & Gas Revenues	\$ 14,570,283	\$ 7,000,000	\$ 8,000,000	\$ 1,000,000	4
Leases, Permits & Fees	\$ 747,104	\$ 764,230	\$ 1,965,647	\$ 1,201,417	5
Interest Income	\$ 304,567	\$ 150,000	\$ 1,600,000	\$ 1,450,000	6
Sales & Other Income	\$ 59,808	\$ 122,700	\$ 236,200	\$ 113,500	7
<b>Total Revenues</b>	<b>\$ 15,681,762</b>	<b>\$ 8,036,930</b>	<b>\$ 11,801,847</b>	<b>\$ 3,764,917</b>	

<b>Debt Service/ Central City Project</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Debt Service/Project Costs	\$ 8,023,419	\$ 6,960,553	\$ 7,577,446	\$ 616,893	
NCTCOG Bridge Repayment	\$ -	\$ 350,000	\$ 350,000	\$ -	
TIF Revenues	\$ (7,227,736)	\$ (7,310,553)	\$ (7,927,446)	\$ (616,893)	
<b>Net Project Expenses</b>	<b>\$ (795,683)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

<b>Net Increase to Equity</b>	<b>\$ 12,896,251</b>	<b>\$ 6,205,668</b>	<b>\$ 8,506,847</b>	<b>\$ 2,301,179</b>	
-------------------------------	----------------------	---------------------	---------------------	---------------------	--

\*See explanations for significant variances on the next page.

**Summary of Changes from July 17 Board Budget Workshop to Current FY24 Budget**

	<b>July Budget</b>	<b>Changes*</b>	<b>Current Budget</b>
General Fund			
Expenditures	\$ 25,971,832	\$ 2,454,057	\$ 28,425,889
Revenues	\$ 27,000,000	\$ 1,552,000	\$ 28,552,000
Net Change in Equity	\$ 1,028,168	\$ (902,057)	\$ 126,111
<b>Special Projects/Contingency Fund</b>			
Expenditures	\$ 10,028,528	\$ 1,193,918	\$ 11,222,446
Revenues	\$ 17,891,318	\$ 1,837,975	\$ 19,729,293
Net Change in Equity	\$ 7,862,790	\$ 644,057	\$ 8,506,847

\*Detail of changes are shown on the next page

Detail of Changes from July 17 Board Budget Workshop to Current FY24 Budget

Changes to General Fund Expenditures

Expenditures on open-space conservation, stewardship, and infrastructure, including trailhead maintenance, lake and river trash bashes (litter clean-ups), Twin Points Park, Eagle Mountain Park, kayak launches, the recreation master plan, and additional programs moved from the Special Projects/Contingency Fund.	\$ 3,454,057
Panther Island canal expenditures moved to the Special Projects/Contingency Fund.	\$ (1,000,000)
Net change in General Fund expenditures	\$ 2,454,057

Changes to General Fund Revenues

Tax revenues increased based on lower proposed tax rate and final TAD numbers received at the end of July.	\$ 1,742,000
Contribution revenues for kayak launch expenditures moved from the Special Projects/Contingency Fund.	\$ 310,000
Interest income moved to the Special Projects/Contingency Fund.	\$ (500,000)
Net change in General Fund revenues	\$ 1,552,000

Changes to Special Projects/Contingency Fund Expenditures

Expenditures on open-space conservation, stewardship, and infrastructure, including trailhead maintenance, lake and river trash bashes (litter clean-ups), Twin Points Park, Eagle Mountain Park, kayak launches, the recreation master plan, and additional programs moved to the General Fund.	\$ (3,454,057)
Revenues from the events and infrastructure programs remained in the Special Projects/Contingency Fund but moved to the revenues section therefore increasing the expense total as they were previously netted with the expenditures. See offsetting revenue below.	\$ 1,647,975
Panther Island canal expenditures moved from the General Fund.	\$ 1,000,000
Panther Island canals expenditures increased from \$1M to \$3M.	\$ 2,000,000
Net change in Special Projects/Contingency Fund expenditures	\$ 1,193,918

Changes to Special Projects/Contingency Fund Revenues

Contribution revenues for kayak launch expenditures moved to the General Fund.	\$ (310,000)
Interest income moved from the General Fund.	\$ 500,000
Revenues from programs and infrastructure remained in the Special Projects/ Contingency Fund.	\$ 1,647,975
Net change in Special Projects/Contingency Fund revenues	\$ 1,837,975



**Fiscal Year 2024**

**Proposed**

**Revenue, General and**

**Special Projects/Contingency Funds**

**Operating Budgets**

**Version 2 – Includes recommended  
changes to the General Fund and  
Special Projects/Contingency Fund**

**August 22, 2023**

**Summarized FY24 Proposed Revenue Budgets**

<b>Revenues</b>	<b>Revenue Fund FY24 Proposed</b>	<b>General Fund FY24 Proposed</b>	<b>Special Projects/ Contingency Fund FY24 Proposed</b>	<b>Total Revenues</b>
Sale of Water	\$ 164,091,374			\$ 164,091,374
Taxes		28,242,000		28,242,000
TIF Revenues			7,927,446	7,927,446
Oil & Gas Revenues			8,000,000	8,000,000
Dallas Water Utility - IPL	3,590,578			3,590,578
Interest Income	1,600,000	-	1,600,000	3,200,000
Contributions	1,229,768	310,000		1,539,768
Other Water Sales	520,000			520,000
Leases, Permits & Fees			1,965,647	1,965,647
Other Income	731,971		236,200	968,171
<b>Total Revenues</b>	<b>\$ 171,763,691</b>	<b>\$ 28,552,000</b>	<b>\$ 19,729,293</b>	<b>\$ 220,044,984</b>

**Summarized FY24 Proposed Expenditure Budgets**

<b>Expenditures</b>	<b>Revenue Fund FY24 Proposed</b>	<b>General Fund FY24 Proposed</b>	<b>Special Projects/ Contingency Fund FY24 Proposed</b>	<b>Total Expenditures</b>
Debt Service/Project Costs	\$ 83,204,886		\$ 7,927,446	\$ 91,132,332
Pumping Power	18,000,000			18,000,000
<b><u>Maintenance</u></b>				
Pipeline & Pump Station	5,335,000			5,335,000
Pipeline Chemicals	2,210,000			2,210,000
Facilities & Grounds Maintenance	2,162,105	1,313,440		3,475,545
Equipment & Fleet	978,266	549,618		1,527,884
Maintenance Support	964,965	801,545		1,766,510
Benbrook Reservoir O&M	650,000			650,000
Stream Gauging Stations	195,000	287,000		482,000
Total Maintenance	12,495,336	2,951,603		15,446,939
<b><u>Envrionmental Stewardship &amp; Public Outreach</u></b>				
Water Conservation Program	3,096,002			3,096,002
Watershed Protection	409,890			409,890
Environmental Stewardship	437,960	56,400		494,360
Public Outreach & Events	80,603	772,907		853,510
Stormwater Program		75,000		75,000
Clear Fork Trash Wheel		350,000		350,000
Total Environmental Stewardship & Public Outreach	4,024,455	1,254,307		5,278,762
System Improvements & Capital Equipment	10,451,679	4,275,250		14,726,929
Property Taxes Paid to TIF's		580,314		580,314
Canals			3,000,000	3,000,000
La Grave Stadium			195,000	195,000
Panther Island Land Strategy			100,000	100,000
<b><u>Support Services</u></b>				
Employee Related	33,801,466	13,986,296		47,787,762
Professional Services	3,712,153	2,086,645		5,798,798
Administrative Support	3,167,783	2,152,145		5,319,928
Information Technology	2,905,933	1,139,329		4,045,262
Total Support Services	43,587,335	19,364,415		62,951,750
<b>Total Expenditures</b>	<b>\$ 171,763,691</b>	<b>\$ 28,425,889</b>	<b>\$ 11,222,446</b>	<b>\$ 211,412,026</b>



**Full Time Equivalents Budgeted by Fund**

	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>
Revenue	250	243	246
General	91	86	106
Special Projects/Contingency*	10	9	-
Dallas	49	71	77
<b>Total</b>	<b>400</b>	<b>409</b>	<b>428</b>

\*All Special Projects/Contingency Fund personnel were moved to the General Fund in FY24.

**Budgeted Expenditures Per Capita**

	<b>Revenue</b>	<b>General</b>	<b>Special Projects/ Contingency</b>
Revenues Per Capita	\$ 78.84	\$ 59.76	\$ 41.29
Expenditures Per Capita	\$ 78.84	\$ 59.49	\$ 23.49

Population data is from 2022. General Fund and Special Projects/Contingency Fund population is the TRWD taxing/voting district. Revenue Fund population is the service area that purchases water from TRWD.

# Special Projects/ Contingency Fund



Airfield Falls Trails

**Special Projects/Contingency Fund  
FY24 Budget Summary**

The Special Projects/Contingency Fund includes revenues from non-operating income to support special projects approved by the Board. Additionally, TIF revenues for the Central City Flood Control Project and related debt service are budgeted here. Details of the amounts below can be found on the following pages.

<b>Expenditures</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Canals	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000
La Grave Stadium	\$ 185,381	\$ 20,000	\$ 195,000	\$ 175,000
Panther Island Land Strategy	\$ -	\$ 100,000	\$ 100,000	\$ -
Net Recreation Expense	\$ 1,016,947	\$ 1,711,262	\$ -	\$ (1,711,262)
Capital Expenditures	\$ 787,500	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 1,989,828</b>	<b>\$ 1,831,262</b>	<b>\$ 3,295,000</b>	<b>\$ 1,463,738</b>

<b>Revenues</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Oil & Gas Revenues	\$ 14,570,283	\$ 7,000,000	\$ 8,000,000	\$ 1,000,000
Leases, Permits & Fees	\$ 747,104	\$ 764,230	\$ 1,965,647	\$ 1,201,417
Interest Income	\$ 304,567	\$ 150,000	\$ 1,600,000	\$ 1,450,000
Sales & Other Income	\$ 59,808	\$ 122,700	\$ 236,200	\$ 113,500
<b>Total Revenues</b>	<b>\$ 15,681,762</b>	<b>\$ 8,036,930</b>	<b>\$ 11,801,847</b>	<b>\$ 3,764,917</b>

<b>Debt Service/ Central City Project</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Debt Service/Project Costs	\$ 8,023,419	\$ 6,960,553	\$ 7,577,446	\$ 616,893
NCTCOG Bridge Repayment	\$ -	\$ 350,000	\$ 350,000	\$ -
TIF Revenues	\$ (7,227,736)	\$ (7,310,553)	\$ (7,927,446)	\$ (616,893)
<b>Net Change in Debt Services Equity</b>	<b>\$ (795,683)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Budgeted Net Increase to Equity</b>	<b>\$ 12,896,251</b>	<b>\$ 6,205,668</b>	<b>\$ 8,506,847</b>	<b>\$ 2,301,179</b>
--	----------------------	---------------------	---------------------	---------------------

# **Special Projects/Contingency Fund: Expenditures**

**Expenditures Summary**

The Special Projects/Contingency Fund provides a funding resource to support projects approved by the Board that support the flood control and recreation missions of the District without using tax funding. As part of its flood control mission, TRWD will need to build canals just north of downtown (Panther Island) that will function as flood control and stormwater transmission. One small section has already been built, and the remaining design and construction is estimated to last over a 10-year period.

The District has realigned its event and trailhead maintenance costs with its core mission, and has therefore moved these expenses from the Special Projects/Contingency Fund to the General Fund. This includes events, like Fort Worth's Fourth and Rockin' the River, along with the maintenance and construction of new and existing trails and trailheads.

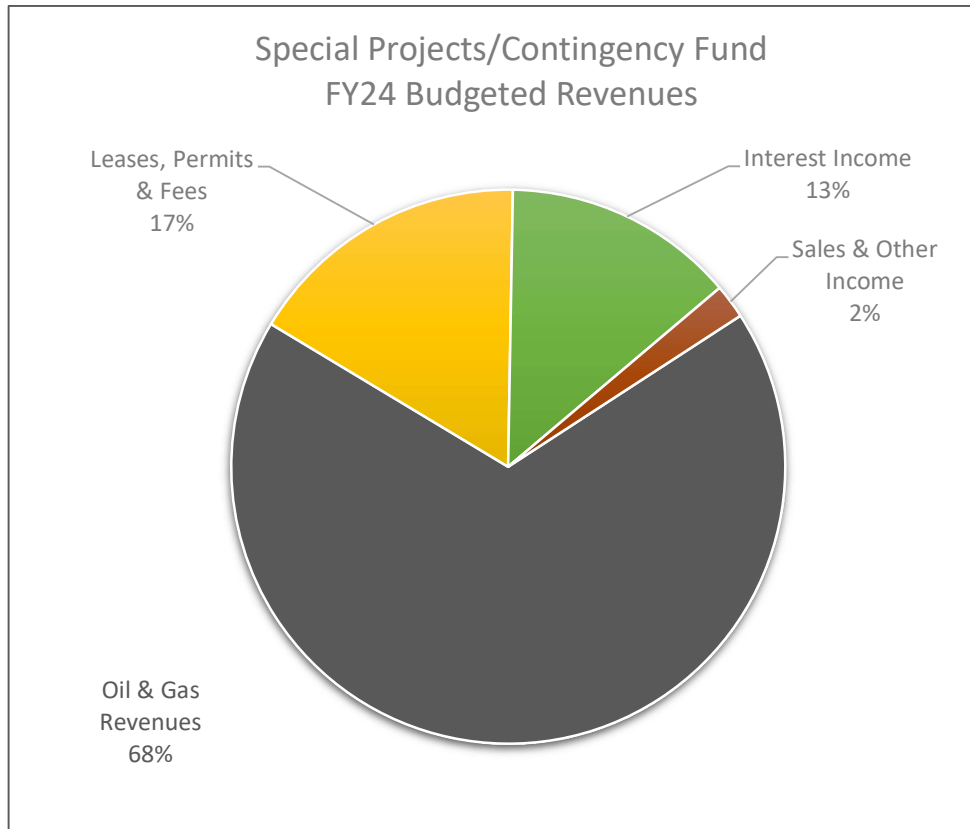
	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Canals	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000
La Grave Stadium	\$ 185,381	\$ 20,000	\$ 195,000	\$ 175,000
Panther Island Land Strategy	\$ -	\$ 100,000	\$ 100,000	\$ -
Net Recreation Expense	\$ 1,016,947	\$ 1,711,262	\$ -	\$ (1,711,262)
<b>Total</b>	<b>\$ 1,202,328</b>	<b>\$ 1,831,262</b>	<b>\$ 3,295,000</b>	<b>\$ 1,463,738</b>

# Special Projects/Contingency Fund: Revenues

## Sources of Revenue Summary

The District earns revenues from oil and gas, interest income, leases, permits, fees, sales and other sources. These revenues are held in a separate Special Projects/Contingency Fund to support projects specifically approved by the Board.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Oil & Gas Revenues	\$ 14,570,283	\$ 7,000,000	\$ 8,000,000	\$ 1,000,000
Leases, Permits & Fees	\$ 747,104	\$ 764,230	\$ 1,965,647	\$ 1,201,417
Interest Income	\$ 304,567	\$ 150,000	\$ 1,600,000	\$ 1,450,000
Sales & Other Income	\$ 59,808	\$ 122,700	\$ 236,200	\$ 113,500
<b>Total Revenues</b>	<b>\$ 15,681,762</b>	<b>\$ 8,036,930</b>	<b>\$ 11,801,847</b>	<b>\$ 3,764,917</b>

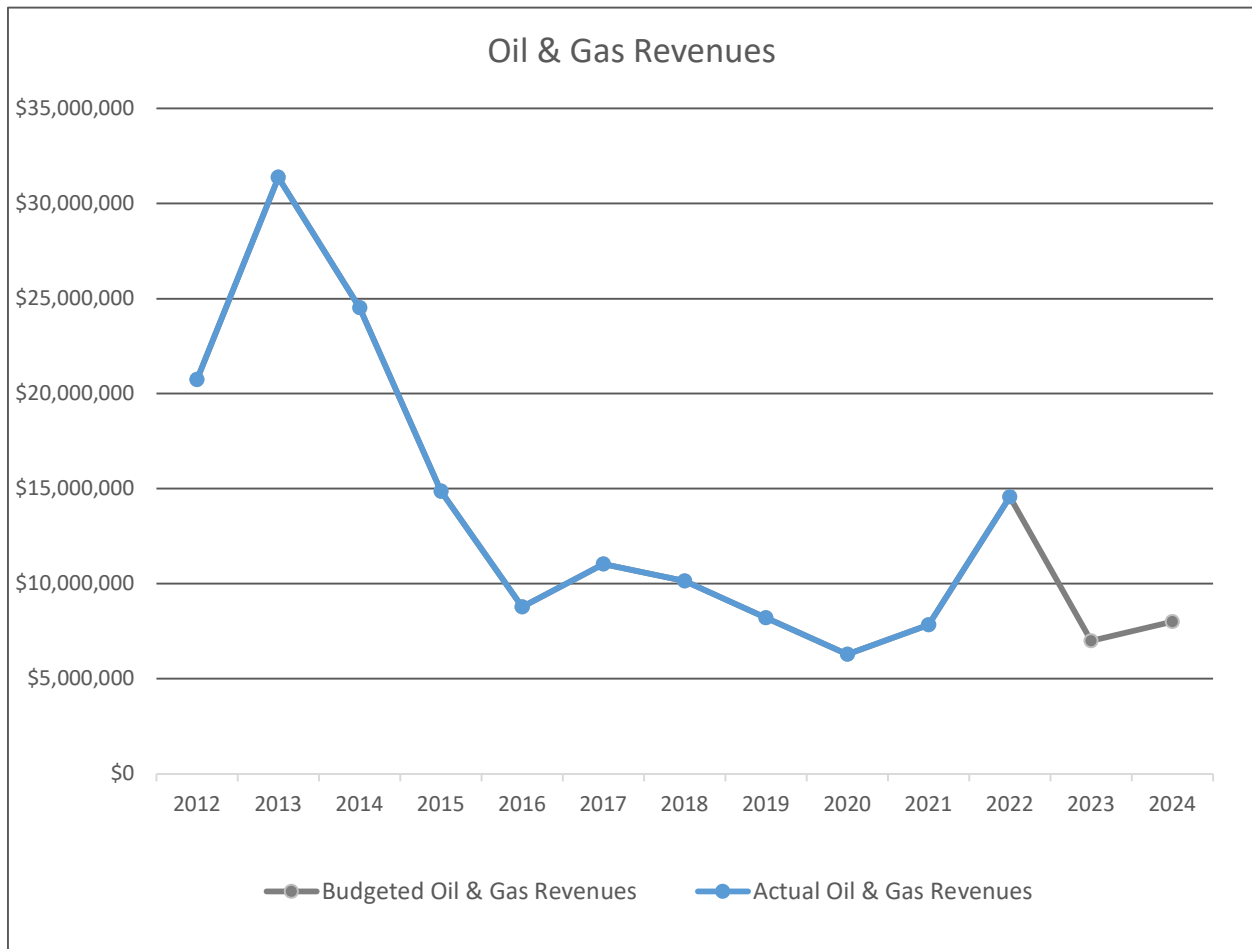


## Sources of Revenue

### Oil & Gas Royalties

The majority of revenue from oil and gas royalties is generated from mineral interests located in Wise, Jack and Tarrant counties under and surrounding Lake Bridgeport and Eagle Mountain Lake. Due to uncertainty of oil and gas production, these revenues are set aside as a contingency.

The chart below illustrates the actual revenues received from oil and gas royalties for the past 11 years with the budgeted revenues for fiscal year 2023 and fiscal year 2024. Prior to fiscal year 2020, oil and gas revenues were in the General Fund. In fiscal year 2020 they were moved here to the Special Projects/Contingency Fund due to the variability of these revenue sources.

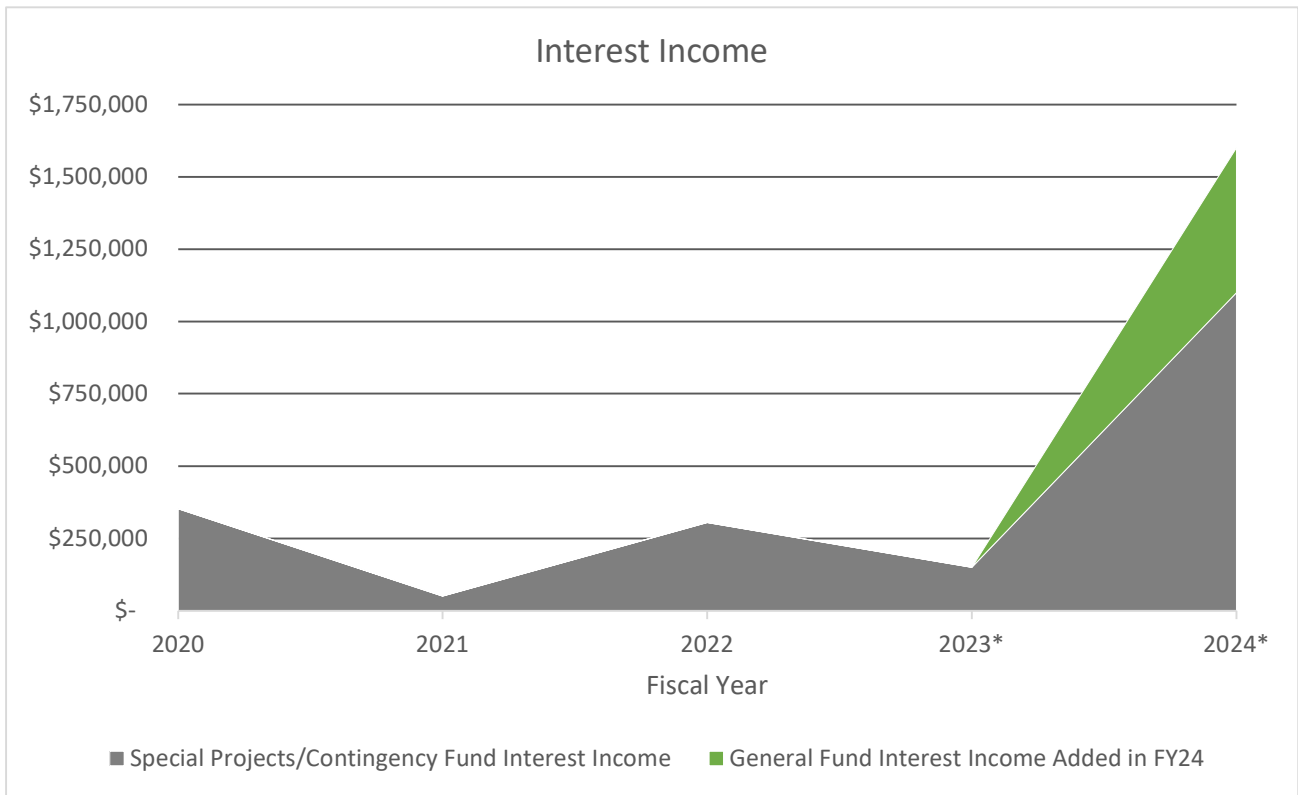




## Sources of Revenue Interest Income

The District invests in US government and agency fixed income securities as well as investments in Local Government Investment Pools. The portfolio has a maximum maturity of 3 years, but over half of the portfolio is typically invested in shorter term investments to be available if needed. To be conservative, the District is assuming a 2% interest rate in fiscal year 2024. Additionally, interest income from the General Fund was moved to the Special Projects/Contingency Fund due to its unpredictability as a revenue source.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Interest Income	\$ 304,567	\$ 150,000	\$ 1,600,000	\$ 1,450,000



\*Budgeted amounts

**Sources of Revenue**  
**Leases, Permits & Fees**

The District collects revenues from leases, permits, and fees paid to use District property. Historically, the annex and floodway leases were listed in Other Income, while revenues from Twin Points, Coyote Drive-in, Woodshed Restaurant, Panther Island, and Bridgeport/Eagle Mountain Lakes were netted against their related expenditures under Recreation Infrastructure. In fiscal year 2024 these related expenditures have been moved to the General Fund to better align with the District's core mission, while their revenues remained in the Special Projects/Contingency Fund.

<b>Leases, Permits &amp; Fees</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Annex East, West and Garage Lease	\$ 602,392	\$ 602,391	\$ 602,391	\$ -
Twin Points Park Fees	\$ -	\$ -	\$ 550,000	\$ 550,000
Coyote Drive-In Theater Lease	\$ -	\$ -	\$ 175,000	\$ 175,000
Woodshed Restaurant Lease	\$ -	\$ -	\$ 175,000	\$ 175,000
Bridgeport/Eagle Mountain Leases	\$ -	\$ -	\$ 165,725	\$ 165,725
Panther Island Venue Fees	\$ -	\$ -	\$ 150,000	\$ 150,000
Other Floodway Leases & Permits	\$ 144,712	\$ 161,839	\$ 147,531	\$ (14,308)
<b>Total</b>	<b>\$ 747,104</b>	<b>\$ 764,230</b>	<b>\$ 1,965,647</b>	<b>\$ 1,201,417</b>

**Sales & Other Income**

The majority of the sales and other income budget consists of revenues earned on the sale of land, equipment and sand. The increase in revenues is mostly due to the inclusion of revenues earned on public outreach events. These revenues were previously shown as a net against the event expenses, which have now been moved to the General Fund, while the revenues remained in the Special Projects/Contingency Fund.

<b>Sales &amp; Other Income</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Land, Equipment & Sand Sales	\$ 59,808	\$ 94,000	\$ 113,500	\$ 19,500
Public Outreach Events	\$ -	\$ -	\$ 96,000	\$ 96,000
Miscellaneous Revenues	\$ -	\$ 28,700	\$ 26,700	\$ (2,000)
<b>Total</b>	<b>\$ 59,808</b>	<b>\$ 122,700</b>	<b>\$ 236,200</b>	<b>\$ 113,500</b>

# **Special Projects/Contingency Fund: Debt Service/Project Costs**

**TIF Revenues and Debt for the Central City Flood Control Project**

In May 2018 a special bond election was held and approved by the voters to issue \$250 million in bonds to finance the remaining outstanding local share of the Central City Flood Control Project. This \$250 million will be repaid by the City of Fort Worth Tax Increment Reimbursement Zone Number Nine (TIF9) in accordance with the project costs funding agreement, hence, both the TIF revenue and debt service expense are shown in the Special Projects/Contingency Fund. The table below illustrates how the TIF Revenues collected will directly offset the budgeted debt expenditures for fiscal year 2024.

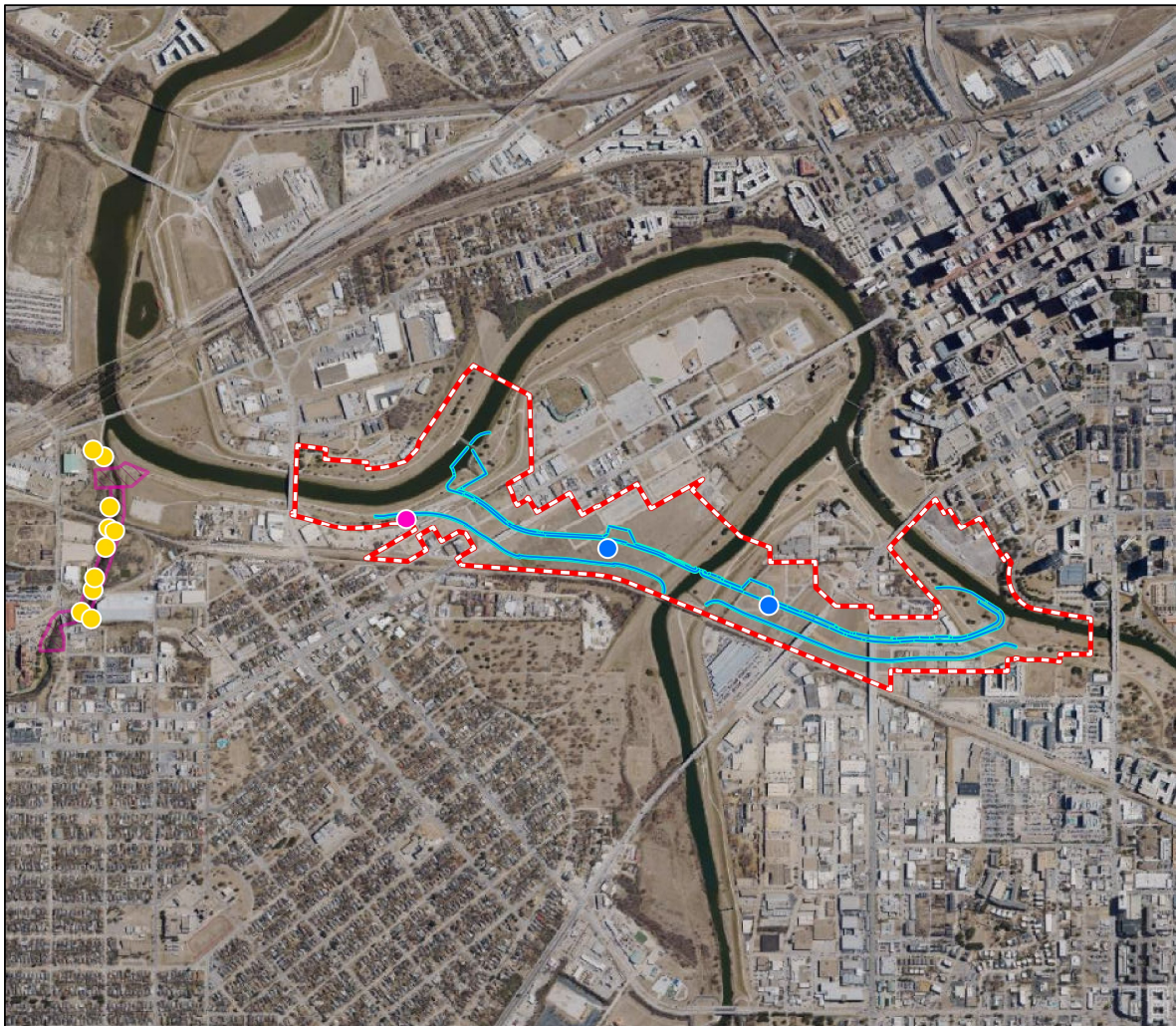
<b>Debt Service</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Debt Service/ Project Costs	\$ 8,023,419	\$ 6,960,553	\$ 7,577,446	\$ 616,893
NCTCOG Bridge Repayment	\$ -	\$ 350,000	\$ 350,000	\$ -
TIF Revenues	\$ (7,227,736)	\$ (7,310,553)	\$ (7,927,446)	\$ (616,893)
<b>Net Change in Debt Service Equity</b>	<b>\$ 795,683</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Central City Flood Control Project  
Proposed FY24 Budget**

<b>TRWD</b>	<b>FY24 Budget Proposed</b>
Cash Match	\$ 15,853,288
Bypass Local Share (Pedestrian Bridge Design)	\$ 3,901,945
Land Acquisition	\$ 3,609,359
Program Management	\$ 1,515,441
Relocation	\$ 1,156,386
Demolition	\$ 1,075,500
Environmental	\$ 888,277
NCTCOG Bridge Repayment	\$ 350,000
Bond Issuance Costs	\$ 30,000
<b>Subtotal TRWD</b>	<b>\$ 28,380,196</b>

<b>City of Fort Worth</b>	<b>FY24 Budget Proposed</b>
Sewer & Water Relocation Reimbursement	\$ 53,086,738
Storm Water Relocation	\$ 29,592,179
Franchise Utilities	\$ 5,488,212
<b>Subtotal City of Fort Worth</b>	<b>\$ 88,167,129</b>

<b>Total Central City Flood Control Project</b>	<b>\$ 116,547,325</b>
---	-----------------------



**FY24 TRWD Projects  
for Central City**

- USACE Bypass Channel Construction Limits
- USACE Bypass Channel

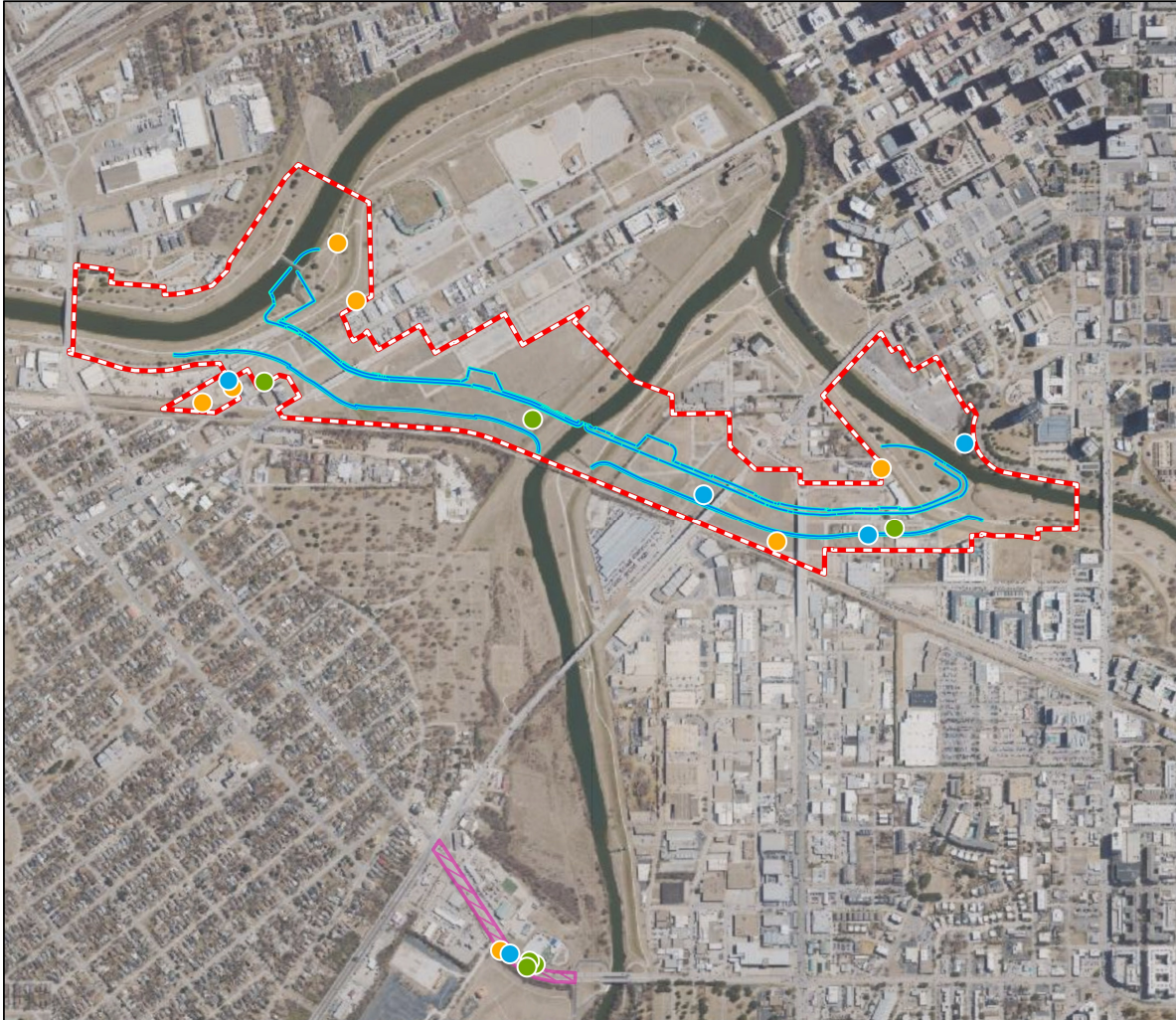
- Bypass Channel Local Share
- Demolition
- Land Acquisition

- USACE Ecosystem Area
- USACE Marine Creek



Disclaimer: This map is an approximation based upon the best information available at the time of printing. Information contained on this map is intended for general planning level use only and may not have been verified for accuracy. It does not represent an on-the-ground survey and only represents approximate relative locations. The Tarrant Regional Water District disclaims any liability for misuse of this information or derivative products resulting from this map.

MAP PRODUCED ON 6/22/2023 12:13 PM BY TRWD








### FY24 City of Fort Worth Projects for Central City

-  USACE Bypass Channel
-  Construction Limits

-  USACE Ecosystem Area
-  USACE University Drive

-  Franchise Utility
-  Stormwater
-  Water and Sanitary Sewer

Disclaimer: This map is an approximation based upon the best information available at the time of printing. Information contained on this map is intended for general planning level use only and may not have been verified for accuracy. It does not represent an on-the-ground survey and only represents approximate relative locations. The Tarrant Regional Water District disclaims any liability for the use of this information or derivative products resulting from this map.



MAP PRODUCED ON 6/22/2023 11:37 AM BY TRWD

**Special Projects/Contingency Fund - FY24 Budget**

<b>Expenditures</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Canals	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000	1
La Grave Stadium	\$ 185,381	\$ 20,000	\$ 195,000	\$ 175,000	2
Panther Island Land Strategy	\$ -	\$ 100,000	\$ 100,000	\$ -	
Net Recreation Expense	\$ 1,016,947	\$ 1,711,262	\$ -	\$ (1,711,262)	3
Capital Expenditures	\$ 787,500	\$ -	\$ -	\$ -	
<b>Total Expenditures</b>	<b>\$ 1,989,828</b>	<b>\$ 1,831,262</b>	<b>\$ 3,295,000</b>	<b>\$ 1,463,738</b>	

<b>Revenue</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Oil & Gas Revenues	\$ 14,570,283	\$ 7,000,000	\$ 8,000,000	\$ 1,000,000	4
Leases, Permits & Fees	\$ 747,104	\$ 764,230	\$ 1,965,647	\$ 1,201,417	5
Interest Income	\$ 304,567	\$ 150,000	\$ 1,600,000	\$ 1,450,000	6
Sales & Other Income	\$ 59,808	\$ 122,700	\$ 236,200	\$ 113,500	7
<b>Total Revenues</b>	<b>\$ 15,681,762</b>	<b>\$ 8,036,930</b>	<b>\$ 11,801,847</b>	<b>\$ 3,764,917</b>	

<b>Debt Service/ Central City Project</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Debt Service/Project Costs	\$ 8,023,419	\$ 6,960,553	\$ 7,577,446	\$ 616,893	
NCTCOG Bridge Repayment	\$ -	\$ 350,000	\$ 350,000	\$ -	
TIF Revenues	\$ (7,227,736)	\$ (7,310,553)	\$ (7,927,446)	\$ (616,893)	
<b>Net Project Expenses</b>	<b>\$ (795,683)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

<b>Net Increase to Equity</b>	<b>\$ 12,896,251</b>	<b>\$ 6,205,668</b>	<b>\$ 8,506,847</b>	<b>\$ 2,301,179</b>	
-------------------------------	----------------------	---------------------	---------------------	---------------------	--

\*See explanations for significant variances on the next page.



## **Variance Explanations**

### **1 Canals**

TRWD will need to build canals just north of downtown (Panther Island) that will function as flood control and stormwater transmission.

### **2 La Grave Stadium**

The District is needing to increase funding to support the security and maintenance of La Grave Field after the previous purchaser defaulted on the contract.

### **3 Net Recreation Expense**

The District has realigned its event and trailhead maintenance costs with its core mission, and has therefore moved these expenses from the Special Projects/Contingency Fund to the General Fund.

### **4 Oil & Gas Revenues**

These revenues increased due to rising oil prices.

### **5 Leases, Permits & Fees**

Historically, revenues from Twin Points, Coyote Drive-in, Woodshed Restaurant, Panther Island, and Bridgeport/Eagle Mountain Lakes were netted against their related expenditures under Recreation Infrastructure instead of being shown as separate Special Projects/Contingency Fund revenues.

### **6 Interest Income**

With the uptake in current interest rates, the District has conservatively increased the expected interest income for fiscal year 2024, estimating a 2% average interest rate. Additionally, General Fund interest income has been moved to the Special Projects/Contingency Fund due to its unpredictability as a revenue source.

### **7 Sales & Other Income**

This increase in revenues is due to the inclusion of revenues earned on public outreach events that were previously shown as a net against event expenses, which have now been moved to the General Fund.

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 7

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Fiscal Year 2024 Revenue Fund Budget

**FUNDING:** Fiscal Year 2024 Revenue Fund

**RECOMMENDATION:**

Management recommends approval of the proposed Fiscal Year 2024 Revenue Fund budgeted expenditures of \$171,763,691.

**DISCUSSION:**

The proposed Revenue Fund Budget consists of Water Supply expenditures of \$171,763,691 offset by projected other revenues of \$7,672,317 for a proposed net revenue requirement from contract customers of \$164,091,374.

The resulting proposed budgeted water rate for FY 2024 is \$1.35479.

The Board of Directors met on July 17, 2023, for a budget workshop and no changes have been made since that time. The Customer Advisory Committee met on September 11, 2023, and recommends the proposed FY 2024 Revenue Fund budget for Water Supply to the TRWD Board of Directors.

The Revenue Fund budget being recommended to the Board is shown on the next page. Please see attached Revenue Fund budget book for further details.

**Submitted By:**

Sandy Newby  
Chief Financial Officer

**Revenue Fund**

**Revenue Fund FY24 Budget**

<b>Expenditures</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Debt Service	\$ 72,740,016	\$ 79,901,067	\$ 83,204,886	\$ 3,303,819	
Pumping Power	21,007,947	18,000,000	18,000,000	-	
<u>Maintenance</u>					
Pipeline & Pump Station	2,516,393	3,536,015	5,335,000	1,798,985	1
Pipeline Chemicals	1,054,298	1,060,000	2,210,000	1,150,000	2
Facilities & Grounds Maintenance	1,571,879	2,227,204	2,162,105	(65,099)	
Equipment & Fleet	708,583	807,319	978,266	170,947	
Maintenance Support	693,857	874,340	964,965	90,625	
Benbrook Reservoir O&M	802,536	604,365	650,000	45,635	
Stream Gauging Stations	185,394	195,000	195,000	-	
Total Maintenance	7,532,940	9,304,243	12,495,336	3,191,093	
System Improvements & Capital Equipment	11,225,724	7,227,474	10,451,679	3,224,205	3
<u>Watershed Protection &amp; Environmental Stewardship</u>					
Water Conservation Program	2,470,914	2,895,502	3,096,002	200,500	
Watershed Protection	329,989	395,484	409,890	14,406	
Environmental Stewardship	288,765	442,460	437,960	(4,500)	
Public Outreach	58,256	107,701	80,603	(27,098)	
Total Watershed Protection & Environmental Stewardship	3,147,924	3,841,147	4,024,455	183,308	
<u>Support Services</u>					
Employee Related	26,290,227	30,769,144	33,801,466	3,032,322	4
Professional Services	2,677,607	3,403,783	3,712,153	308,370	
Administrative Support	2,638,355	2,927,803	3,167,783	239,980	
Information Technology	2,065,519	2,700,232	2,905,933	205,701	
Total Support Services	33,671,708	39,800,962	43,587,335	3,786,373	
<b>Total Expenditures</b>	<b>\$ 149,326,259</b>	<b>\$ 158,074,893</b>	<b>\$ 171,763,691</b>	<b>\$ 13,688,798</b>	
<u>Revenues</u>					
	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Sale of Water	\$ 137,885,560	\$ 151,795,320	\$ 164,091,374	\$ 12,296,054	
Dallas Water Utility - IPL	1,521,954	2,798,048	3,590,578	792,530	5
Interest Income	895,175	1,125,000	1,600,000	475,000	6
Water Conservation Contributions	1,102,988	1,205,668	1,229,768	24,100	
Other Income	789,733	630,858	731,971	101,113	
Other Water Sales	951,181	520,000	520,000	-	
Excess Reserve Funds	3,323,130	-	-	-	
<b>Total Revenues</b>	<b>\$ 143,146,591</b>	<b>\$ 158,074,893</b>	<b>\$ 171,763,691</b>	<b>\$ 13,688,798</b>	

\*See explanations for significant variances on next page



**Fiscal Year 2024**

**Proposed**

**Revenue, General and  
Special Projects/Contingency Funds  
Operating Budgets**

**Version 2 – Includes recommended  
changes to the General Fund and  
Special Projects/Contingency Fund**

**August 22, 2023**

**Summarized FY24 Proposed Revenue Budgets**

<b>Revenues</b>	<b>Revenue Fund FY24 Proposed</b>	<b>General Fund FY24 Proposed</b>	<b>Special Projects/ Contingency Fund FY24 Proposed</b>	<b>Total Revenues</b>
Sale of Water	\$ 164,091,374			\$ 164,091,374
Taxes		28,242,000		28,242,000
TIF Revenues			7,927,446	7,927,446
Oil & Gas Revenues			8,000,000	8,000,000
Dallas Water Utility - IPL	3,590,578			3,590,578
Interest Income	1,600,000	-	1,600,000	3,200,000
Contributions	1,229,768	310,000		1,539,768
Other Water Sales	520,000			520,000
Leases, Permits & Fees			1,965,647	1,965,647
Other Income	731,971		236,200	968,171
<b>Total Revenues</b>	<b>\$ 171,763,691</b>	<b>\$ 28,552,000</b>	<b>\$ 19,729,293</b>	<b>\$ 220,044,984</b>

**Summarized FY24 Proposed Expenditure Budgets**

<b>Expenditures</b>	<b>Revenue Fund FY24 Proposed</b>	<b>General Fund FY24 Proposed</b>	<b>Special Projects/ Contingency Fund FY24 Proposed</b>	<b>Total Expenditures</b>
Debt Service/Project Costs	\$ 83,204,886		\$ 7,927,446	\$ 91,132,332
Pumping Power	18,000,000			18,000,000
<b>Maintenance</b>				
Pipeline & Pump Station	5,335,000			5,335,000
Pipeline Chemicals	2,210,000			2,210,000
Facilities & Grounds Maintenance	2,162,105	1,313,440		3,475,545
Equipment & Fleet	978,266	549,618		1,527,884
Maintenance Support	964,965	801,545		1,766,510
Benbrook Reservoir O&M	650,000			650,000
Stream Gauging Stations	195,000	287,000		482,000
Total Maintenance	12,495,336	2,951,603		15,446,939
<b>Envrionmental Stewardship &amp; Public Outreach</b>				
Water Conservation Program	3,096,002			3,096,002
Watershed Protection	409,890			409,890
Environmental Stewardship	437,960	56,400		494,360
Public Outreach & Events	80,603	772,907		853,510
Stormwater Program		75,000		75,000
Clear Fork Trash Wheel		350,000		350,000
Total Environmental Stewardship & Public Outreach	4,024,455	1,254,307		5,278,762
System Improvements & Capital Equipment	10,451,679	4,275,250		14,726,929
Property Taxes Paid to TIF's		580,314		580,314
Canals			3,000,000	3,000,000
La Grave Stadium			195,000	195,000
Panther Island Land Strategy			100,000	100,000
<b>Support Services</b>				
Employee Related	33,801,466	13,986,296		47,787,762
Professional Services	3,712,153	2,086,645		5,798,798
Administrative Support	3,167,783	2,152,145		5,319,928
Information Technology	2,905,933	1,139,329		4,045,262
Total Support Services	43,587,335	19,364,415		62,951,750
<b>Total Expenditures</b>	<b>\$ 171,763,691</b>	<b>\$ 28,425,889</b>	<b>\$ 11,222,446</b>	<b>\$ 211,412,026</b>

**Full Time Equivalents Budgeted by Fund**

	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>
<b>Revenue</b>	250	243	246
General	91	86	106
Special Projects/Contingency*	10	9	-
Dallas	49	71	77
<b>Total</b>	<b>400</b>	<b>409</b>	<b>428</b>

\*All Special Projects/Contingency Fund personnel were moved to the General Fund in FY24.

**Budgeted Expenditures Per Capita**

	<b>Revenue</b>	<b>General</b>	<b>Special Projects/ Contingency</b>
Revenues Per Capita	\$ 78.84	\$ 59.76	\$ 41.29
Expenditures Per Capita	\$ 78.84	\$ 59.49	\$ 23.49

Population data is from 2022. General Fund and Special Projects/Contingency Fund population is the TRWD taxing/voting district. Revenue Fund population is the service area that purchases water from TRWD.

# Revenue Fund

## Water Supply



Spillway at Richland Chambers

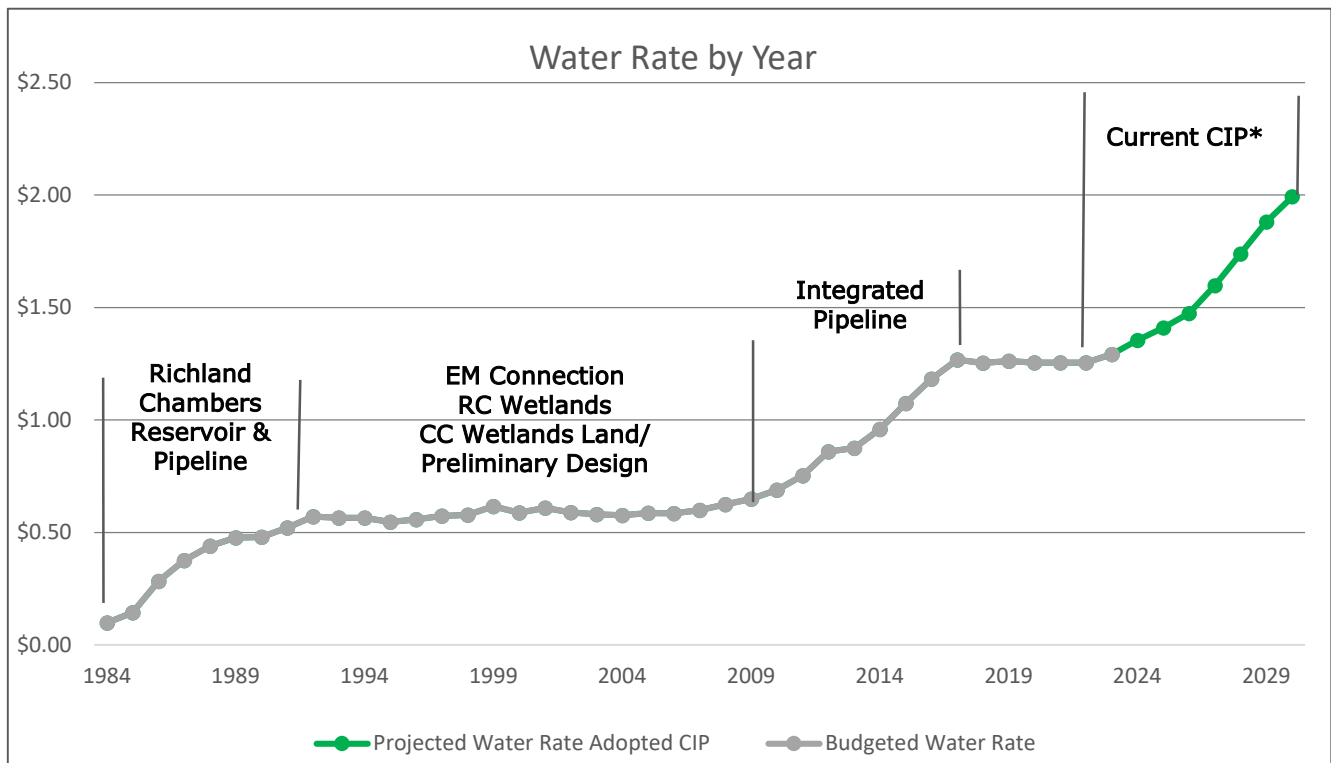


## TRWD Revenue Fund - Water Supply FY24 Budget Highlights

Tarrant Regional Water District ("the District") exists to enrich communities and improve the quality of life through water supply, flood control, and recreation. The District has approved a strategic plan that will be implemented over the next four years. The portion of the plan that relates specifically to water supply includes investing in a diverse workforce through training, safety, and the planning and support needed to live TRWD values. Additionally, the plan includes creating a long-range water supply resilience and diversification plan to ensure we have a reliable water supply in all extreme and changing conditions, pursuing Federal and State funding to reduce costs, updating internal processes to increase efficiency, and demonstrating our values and commitment to the community.

The Revenue Fund budget for fiscal year 2024 shows an increase in the water rate due to upcoming large capital projects and higher maintenance and support services costs. The large capital projects that are currently part of the long-term Capital Improvement Plan, include the Cedar Creek wetlands, replacing aging infrastructure, expanding balancing reservoir capacity, a new operations facility, and the start of the IPL connection to Richland Chambers.

Additionally, the District's current water supply system is both expanding and aging, both of which lead to higher maintenance costs, as well as the need to increase the support services required to manage that system. Overall, costs have also increased due to the current inflation environment. All of these cost increases are described in more detail in the expense portion of the budget.



<b>Current CIP*</b>	
Cedar Creek Wetlands	Expanded Balancing Reservoir Capacity
Aging Infrastructure Replacements	Operations Facility
	IPL connection to Richland Chambers

## TRWD Revenue Fund - Water Supply FY24 Budget Summary

### TRWD Purpose

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

### Water Supply Overview

TRWD supplies water to more than 2 million people in an 11-county service area, making it one of the largest water suppliers in the state. The District provides raw water to more than 50 wholesale customers in north central Texas, the largest of which include the Trinity River Authority and the cities of Fort Worth, Arlington, and Mansfield.

The District's service area population is projected to nearly double in the next 50 years. In anticipation of this growth, the District has begun planning for enough new water supply sources to provide water supply reliability through the year 2050. TRWD is developing a long-range water supply resilience and diversification plan to ensure a reliable water supply in extreme and challenging conditions, including power outages and climate change. TRWD is also pioneering the work to determine how to optimize regional water supply across north central Texas.

### Proposed FY24 Revenue Fund Budget

Expenditures	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed
Operating Expenditures	\$ 65,360,519	\$ 70,946,352	\$ 78,107,126
System Improvements & Capital Equipment	\$ 11,225,724	\$ 7,227,474	\$ 10,451,679
Debt Service	\$ 72,740,016	\$ 79,901,067	\$ 83,204,886
<b>Total Expenditures</b>	<b>\$ 149,326,259</b>	<b>\$ 158,074,893</b>	<b>\$ 171,763,691</b>

Revenues	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed
Sale of Water	\$ 137,885,560	\$ 151,795,320	\$ 164,091,374
Dallas Water Utility - IPL	\$ 1,521,954	\$ 2,798,048	\$ 3,590,578
Interest Income	\$ 895,175	\$ 1,125,000	\$ 1,600,000
Water Conservation Contributions	\$ 1,102,988	\$ 1,205,668	\$ 1,229,768
Other Income	\$ 5,064,014	\$ 1,150,858	\$ 1,251,971
<b>Total Revenues</b>	<b>\$ 146,469,691</b>	<b>\$ 158,074,894</b>	<b>\$ 171,763,691</b>

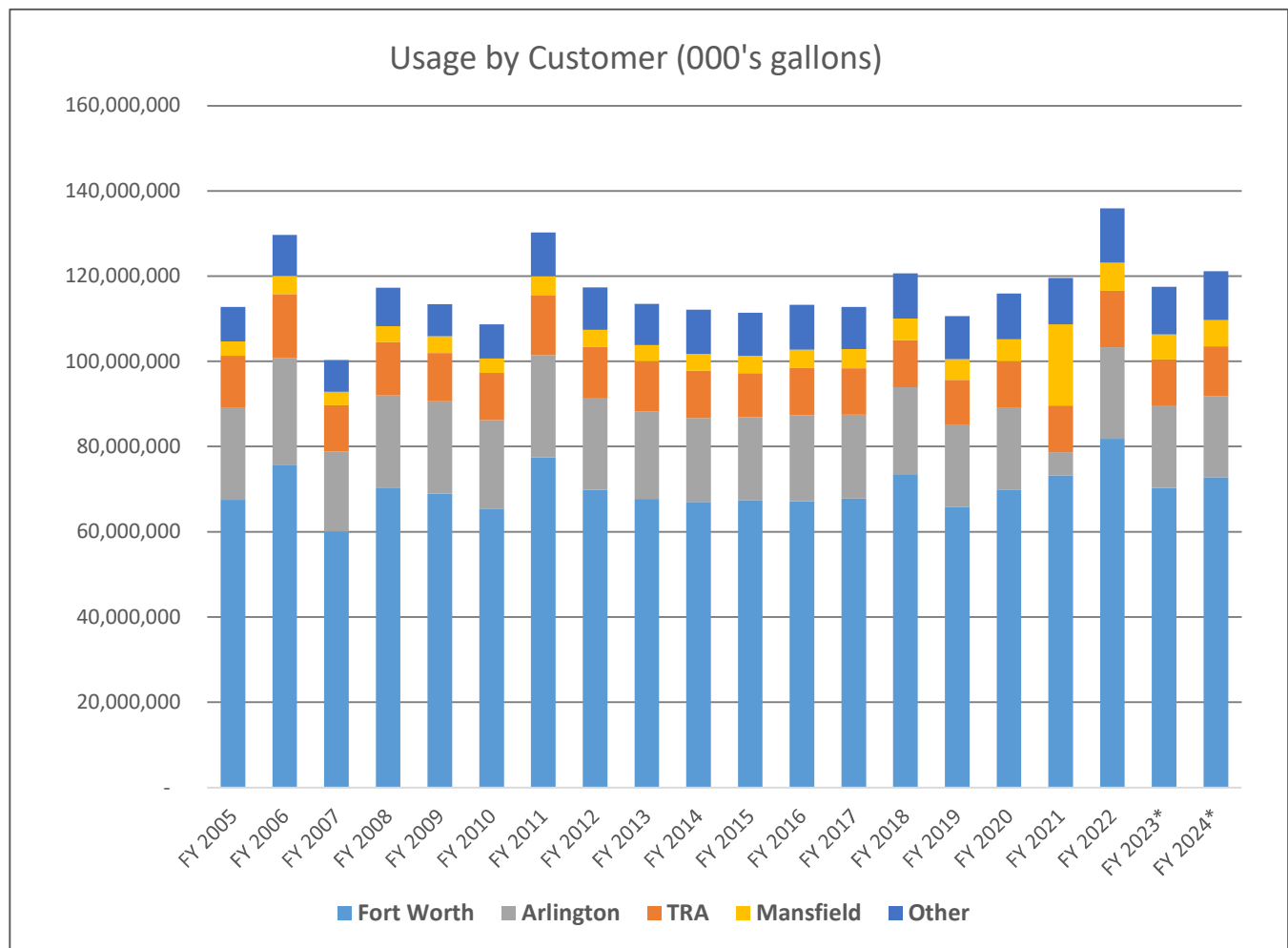
	FY22 Actual Rate	FY23 Budgeted Approved Rate	FY24 Budgeted Proposed Rate
System Rate	\$1.03530	\$1.29191	\$1.35479

## Water Supply Demands

Demand for water supply is based on many factors including population growth, water conservation, weather patterns, and changing population lifestyles. All of these factors impact both current and future demands. The District continues to focus on water affordability as well as preparing for those future demands.

The graph below shows water usage for the past 18 years and budgeted usage for fiscal years 2023 and 2024. The District is currently preparing for future demands by expanding transmission system infrastructure and developing new sources of supply.

Note that the timing for new water supply sources and transmission system expansion is based on projections for dry-year usage to ensure adequate system capacity for all customers during those years. In the graph below, the years 2006, 2011, and 2022 are examples of dry years with higher water usage. The data from these types of years is considered and provides valuable input for the models that project future dry-year water supply needs.



\*Budgeted Usage

### System Rate Calculation

The sale of water revenues are estimated using the budgeted raw water rate multiplied by the estimated water usage for fiscal year 2024. This budgeted rate, expressed in dollars per 1,000 gallons, is calculated by taking the budgeted expenditures for fiscal year 2024, subtracting other income sources, and dividing that number by the estimated usage in gallons. Each fiscal year, the four primary customers provide their estimated usage for the year. The other customers' estimated usage is based on historical data combined with overall customer trends.

<b>Net System Revenue Requirements</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
Total Expenditures	\$ 158,074,893	\$ 171,763,691	\$ 13,688,798
Less: Other Revenues Not Through Sale of Water	\$ (6,279,574)	\$ (7,672,317)	\$ (1,392,743)
<b>Net System Revenue Requirement</b>	<b>\$ 151,795,320</b>	<b>\$ 164,091,374</b>	<b>\$ 12,296,054</b>

<b>Projected Usage Gallonage (000's)</b>	<b>FY23 Budgeted Water Sales</b>	<b>FY24 Budgeted Water Sales</b>	<b>Variance</b>
Fort Worth	70,262,163	72,796,920	2,534,757
Arlington	19,206,381	19,064,016	(142,365)
Trinity River Authority	10,958,419	11,670,485	712,065
Mansfield	5,869,707	6,163,193	293,486
Other Customers	11,200,000	11,425,000	225,000
<b>Total Gallonage (000's)</b>	<b>117,496,671</b>	<b>121,119,614</b>	<b>3,622,943</b>

<b>Calculated System Rate</b>	<b>FY23 Budgeted Approved Rate</b>	<b>FY24 Budgeted Proposed Rate</b>	<b>% Change</b>
District Rate	\$1.29191	\$1.35479	4.87%

### System Rate Model

The District utilizes a rate model to project future water rates. The District’s estimated water supply expenses are combined with projections for raw water usage to calculate a projected water rate for future years. Projected Operations and Maintenance expenses are estimated to increase 10% each year, while Pumping Power and Capital/System Improvements are held steady. Usage projections for fiscal year 2024 are provided by the customers. Usage for future years is the greater of customer projections or the dry-year model projections.

See below for rate projections through fiscal year 2030.

	FY23 Approved	FY24 Proposed	FY25 Projected	FY26 Projected
<b>SYSTEM OPERATIONS</b>				
Operations and Maintenance	52,726,353	60,107,126	65,751,712	72,326,883
Pumping Power	18,000,000	18,000,000	18,000,000	18,000,000
Capital & System Improvements	7,447,473	10,451,679	10,000,000	10,000,000
<b>TOTAL SYSTEM OPERATIONS</b>	<b>78,173,826</b>	<b>88,558,805</b>	<b>93,751,712</b>	<b>100,326,883</b>
<b>CURRENT DEBT SERVICE</b>	<b>74,767,437</b>	<b>72,736,159</b>	<b>71,168,640</b>	<b>71,152,612</b>
<b>PROPOSED BOND DEBT SERVICE</b>				
ECP Bonds	5,133,631	5,757,900	5,000,000	3,000,000
2024 Issue - \$150 mil		4,710,827	10,352,750	10,351,250
2025 Issue - \$100 mil			3,485,854	7,395,600
2026 Issue - \$195 mil				6,794,929
2027 Issue - \$220 mil				
2028 Issue - \$170 mil				
2029 Issue - \$155 mil				
2030 Issue - \$140 mil				
<b>TOTAL PROPOSED BOND DEBT SERVICE</b>	<b>5,133,631</b>	<b>10,468,727</b>	<b>18,838,604</b>	<b>27,541,779</b>
<b>TOTAL DEBT SERVICE</b>	<b>79,901,068</b>	<b>83,204,886</b>	<b>90,007,244</b>	<b>98,694,391</b>
<b>TOTAL EXPENDITURES</b>	<b>158,074,894</b>	<b>171,763,691</b>	<b>183,758,956</b>	<b>199,021,274</b>
<b>LESS: OTHER INCOME</b>	<b>6,279,574</b>	<b>7,672,317</b>	<b>8,677,642</b>	<b>9,891,118</b>
<b>NET SYSTEM REQUIREMENTS</b>	<b>151,795,320</b>	<b>164,091,374</b>	<b>175,081,313</b>	<b>189,130,156</b>
<b>PROJECTED WATER USE (1000 GAL.)</b>				
	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
FORT WORTH	70,262,163	72,796,920	73,411,480	78,482,649
ARLINGTON	19,206,381	19,064,016	20,938,465	21,197,676
TRINITY RIVER AUTHORITY	10,958,419	11,670,485	11,880,227	11,993,598
MANSFIELD	5,869,707	6,163,193	6,409,720	6,670,000
OTHER	11,200,000	11,425,000	11,539,250	11,654,643
<b>TOTAL USAGE</b>	<b>117,496,671</b>	<b>121,119,614</b>	<b>124,179,142</b>	<b>129,998,566</b>
<b>PROJECTED SYSTEM WATER RATES (\$/1000 GAL.)</b>				
<b>System Rate</b>	<b>1.29191</b>	<b>1.35479</b>	<b>1.40991</b>	<b>1.45486</b>
<b>PROJECTED SYSTEM REVENUE: (\$)</b>				
FORT WORTH	90,772,508	98,624,379	103,503,520	114,181,534
ARLINGTON	24,812,948	25,827,696	29,521,334	30,839,723
TRINITY RIVER AUTHORITY	14,157,310	15,811,030	16,750,041	17,449,047
MANSFIELD	7,583,143	8,349,819	9,037,123	9,703,939
OTHER	14,469,411	15,478,451	16,269,295	16,955,913
<b>TOTAL SYSTEM REVENUE</b>	<b>151,795,320</b>	<b>164,091,374</b>	<b>175,081,313</b>	<b>189,130,156</b>

(Continued on next page)

**System Rate Model**

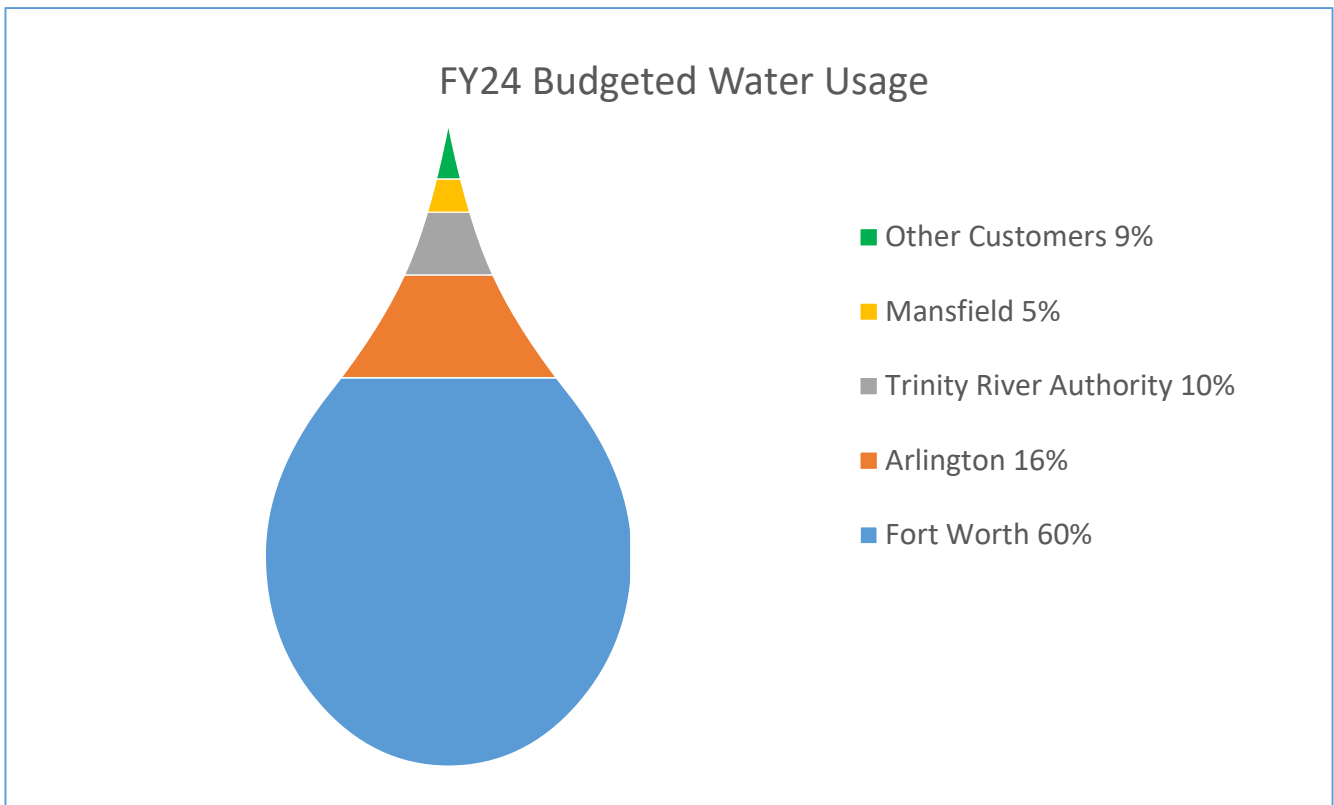
	FY27 Projected	FY28 Projected	FY29 Projected	FY30 Projected
<u>SYSTEM OPERATIONS</u>				
Operations and Maintenance	79,559,571	87,515,528	96,267,081	105,893,789
Pumping Power	18,000,000	18,000,000	18,000,000	18,000,000
Capital & System Improvements	10,000,000	10,000,000	10,000,000	10,000,000
<b>TOTAL SYSTEM OPERATIONS</b>	<b>107,559,571</b>	<b>115,515,528</b>	<b>124,267,081</b>	<b>133,893,789</b>
<u>CURRENT DEBT SERVICE</u>	71,201,196	71,095,480	71,041,172	67,996,414
<u>PROPOSED BOND DEBT SERVICE</u>				
ECP Bonds	3,000,000	3,000,000	3,000,000	3,000,000
2024 Issue - \$150 mil	10,348,625	10,349,500	10,353,375	10,350,000
2025 Issue - \$100 mil	7,397,963	7,395,650	7,393,525	7,396,175
2026 Issue - \$195 mil	14,415,213	14,414,338	14,414,388	14,414,813
2027 Issue - \$220 mil	7,662,623	16,257,650	16,256,150	16,254,475
2028 Issue - \$170 mil		5,923,225	15,045,900	15,185,650
2029 Issue - \$155 mil			5,298,242	13,461,650
2030 Issue - \$140 mil				4,873,940
TOTAL PROPOSED BOND DEBT SERVICE	42,824,423	57,340,363	71,761,579	84,936,702
<b>TOTAL DEBT SERVICE</b>	<b>114,025,619</b>	<b>128,435,843</b>	<b>142,802,751</b>	<b>152,933,116</b>
<b>TOTAL EXPENDITURES</b>	<b>221,585,190</b>	<b>243,951,371</b>	<b>267,069,832</b>	<b>286,826,905</b>
<b>LESS: OTHER INCOME</b>	<b>13,120,400</b>	<b>13,398,420</b>	<b>13,698,988</b>	<b>14,024,153</b>
<b>NET SYSTEM REQUIREMENTS</b>	<b>208,464,790</b>	<b>230,552,950</b>	<b>253,370,844</b>	<b>272,802,752</b>
<b>PROJECTED WATER USE (1000 GAL.)</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
FORT WORTH	79,905,342	81,328,036	82,750,729	84,173,422
ARLINGTON	21,456,887	21,716,098	21,975,309	22,234,520
TRINITY RIVER AUTHORITY	12,113,534	12,262,649	12,362,649	12,462,649
MANSFIELD	6,932,754	7,210,064	7,410,064	7,610,064
OTHER	11,771,189	11,888,901	12,007,790	12,127,868
<b>TOTAL USAGE</b>	<b>132,179,706</b>	<b>134,405,748</b>	<b>136,506,541</b>	<b>138,608,523</b>
<b>PROJECTED SYSTEM WATER RATES (\$/1000 GAL.)</b>				
<b>System Rate</b>	<b>1.57713</b>	<b>1.71535</b>	<b>1.85611</b>	<b>1.96815</b>
<b>PROJECTED SYSTEM REVENUE: (\$)</b>				
FORT WORTH	126,021,239	139,506,077	153,594,267	165,666,156
ARLINGTON	33,840,334	37,250,717	40,788,541	43,760,933
TRINITY RIVER AUTHORITY	19,104,637	21,034,740	22,946,408	24,528,397
MANSFIELD	10,933,865	12,367,786	13,753,877	14,977,769
OTHER	18,564,714	20,393,630	22,287,751	23,869,497
<b>TOTAL SYSTEM REVENUE</b>	<b>208,464,790</b>	<b>230,552,950</b>	<b>253,370,844</b>	<b>272,802,752</b>

(Concluded)

### Water Usage Projections

The District's four primary customers, the cities of Fort Worth, Arlington, Mansfield, and the Trinity River Authority, provide an estimate of their usage to the District each year. The usage for other customers is estimated using historical data of reported usage.

Gallage (000'S)	FY22 Actual Water Sales	FY23 Budgeted Water Sales	FY24 Budgeted Water Sales	Variance
Fort Worth	81,796,970	70,262,163	72,796,920	2,534,757
Arlington	21,478,401	19,206,381	19,064,016	(142,365)
Trinity River Authority	13,263,982	10,958,419	11,670,485	712,065
Mansfield	6,615,422	5,869,707	6,163,193	293,486
Other Customers	12,739,432	11,200,000	11,425,000	225,000
<b>Total Gallage (000's)</b>	<b>135,894,207</b>	<b>117,496,671</b>	<b>121,119,614</b>	<b>3,622,943</b>



# Revenue Fund: Expenditures

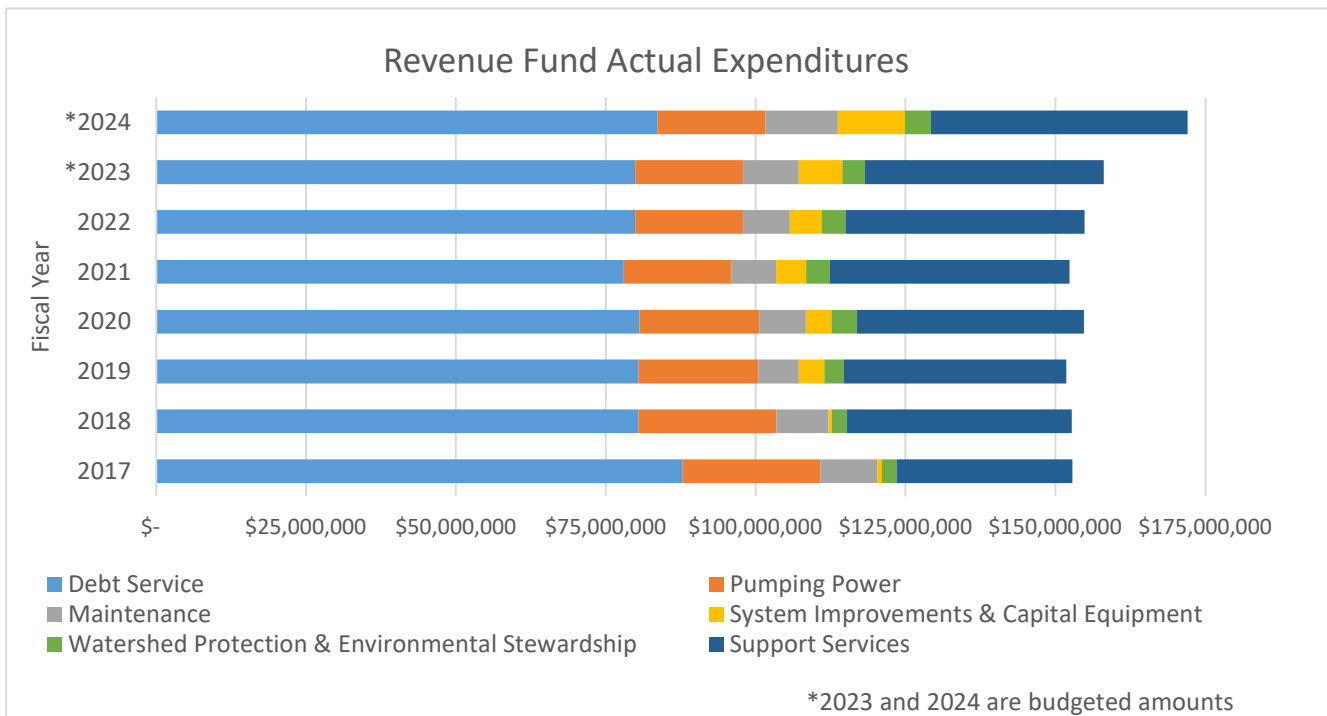


## Expenditures Summary

Delivering a reliable and resilient water supply to over 2 million customers requires a combination of long-term planning and constant evaluation of the current system needs. Pumping power and maintenance provide a consistent supply of water through the existing system, while debt issuances for large capital projects, system improvements, and capital equipment allow the District to continue building the system needed to meet the rapid growth in the community. In fiscal year 2024, all of these areas, except pumping power, are budgeted to increase due to large capital projects, aging infrastructure, and system studies for long-term planning and efficiencies.

The system is supported through administrative and professional services, information technology, and a diverse, well-trained workforce committed to being ready when the public needs them the most. The fiscal year 2024 budget includes increases in headcount and technology to match the increasing system size.

Budget Categories	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Debt Service	\$ 72,740,016	\$ 79,901,067	\$ 83,204,886	\$ 3,303,819
Pumping Power	\$ 21,007,947	\$ 18,000,000	\$ 18,000,000	\$ -
Maintenance	\$ 7,532,940	\$ 9,304,243	\$ 12,495,336	\$ 3,191,093
System Improvements & Capital Equipment	\$ 11,225,724	\$ 7,227,474	\$ 10,451,679	\$ 3,224,205
Watershed Protection & Environmental Stewardship	\$ 3,147,924	\$ 3,841,147	\$ 4,024,455	\$ 183,308
Support Services	\$ 33,671,708	\$ 39,800,962	\$ 43,587,335	\$ 3,786,373
<b>Total</b>	<b>\$ 149,326,259</b>	<b>\$ 158,074,893</b>	<b>\$ 171,763,691</b>	<b>\$ 13,688,798</b>

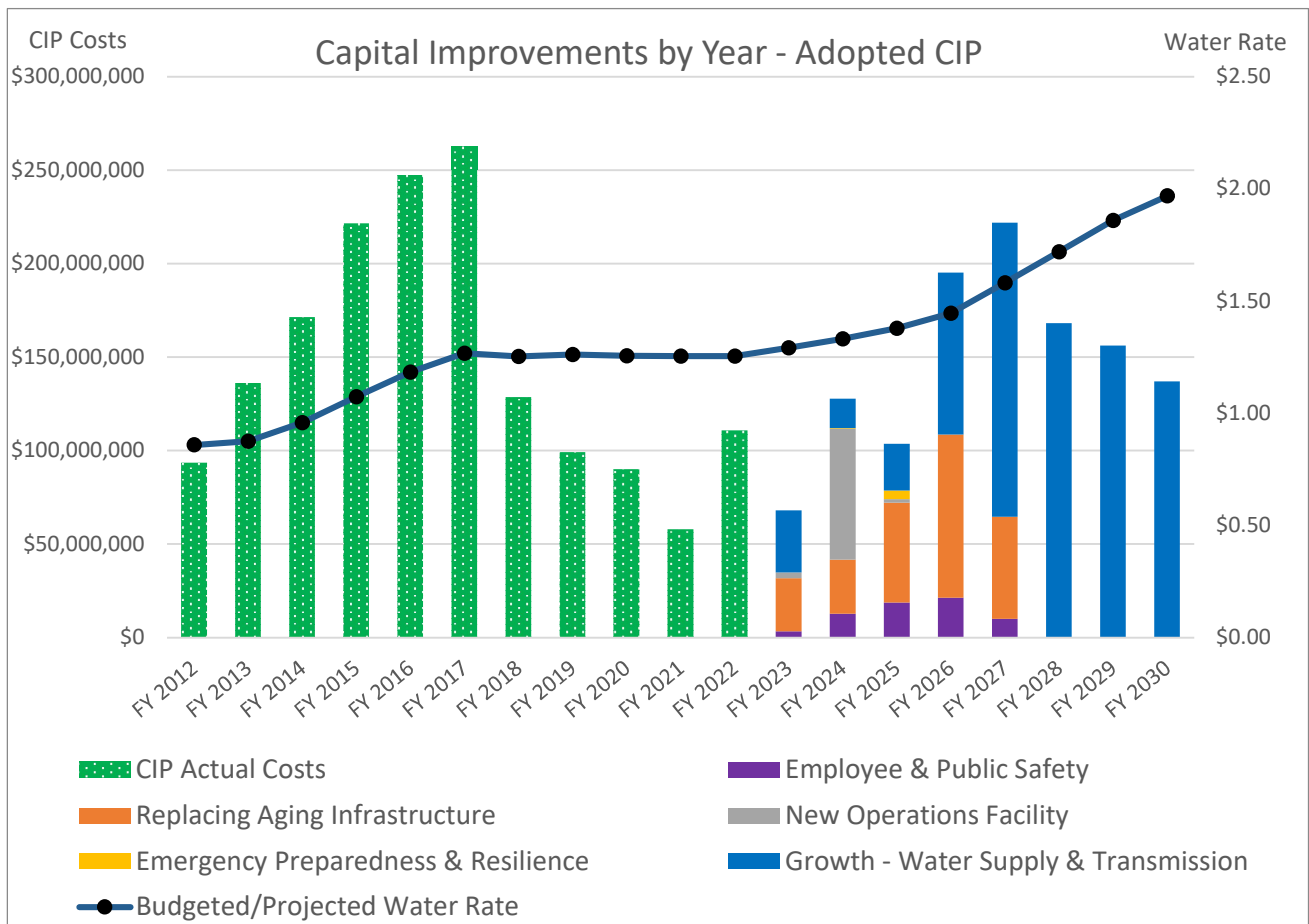


### Debt Service Expenditures

The District is sensitive to the tension always present in providing reliable water supply service at the most affordable level. One key factor in keeping the water supply rate low is the issuance of debt, which distributes costs between current and future rate payers.

The \$2.6 million increase in interest expense for fiscal year 2024 is due to the anticipated issuance of \$150 million in bonds in fiscal year 2024 to support large capital projects, including the new Cedar Creek wetlands, replacement of aging infrastructure, expanded balancing reservoir capacity, a new operations facility, and the start of the IPL connection to Richland Chambers.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Bonds Payable	\$ 40,560,000	\$ 40,395,000	\$ 41,150,000	\$ 755,000
Interest Expense	\$ 32,114,716	\$ 39,480,767	\$ 42,029,236	\$ 2,548,469
Bond Issuance Expense	\$ 60,000	\$ 20,000	\$ 20,000	\$ -
Paying Agent Fees	\$ 5,300	\$ 5,300	\$ 5,650	\$ 350
<b>Total Debt Service</b>	<b>\$ 72,740,016</b>	<b>\$ 79,901,067</b>	<b>\$ 83,204,886</b>	<b>\$ 3,303,819</b>



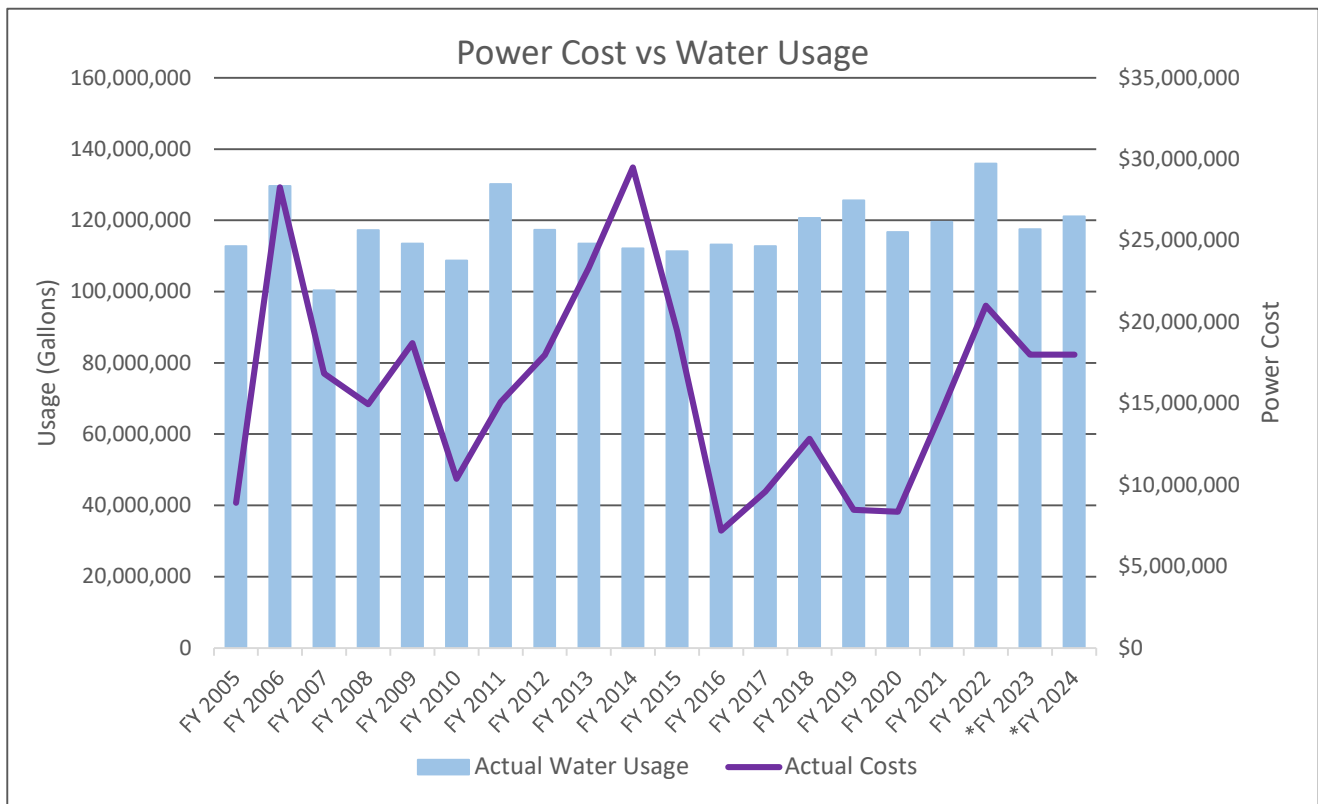
### Pumping Power Expenditures

Pumping power is the cost of electricity needed to deliver water to the District's customers. Water usage and costs do not always have a direct correlation. From fiscal year 2014 to fiscal year 2016 the actual water usage stayed fairly level, but the cost of power dropped from \$30 million to \$10 million. The greater impact on actual costs is the amount of rainfall leading into the fiscal year and the overall cost of power per unit.

Due to the unpredictability of rainfall and power costs, the Customer Advisory Committee agreed in fiscal year 2016 to set the annual pumping power budget at \$23 million per year. The budget was reduced to \$20 million in fiscal year 2019 and again to \$18 million in fiscal year 2021.

Since the customers approved a Pumping Power contingency fund of \$5 million to help offset costs in years where pumping power is higher than budget, the District is currently holding the pumping power budget at \$18 million until the impact of the IPL, the increased population growth, and the weather patterns have more data on which to build future expectations.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Pumping Power	\$ 21,007,947	\$ 18,000,000	\$ 18,000,000	\$ -



\*Budgeted Water Usage and Pumping Power costs for FY 2023 and FY 2024

### Maintenance Expenditures

The water supply maintenance budget consists of the costs needed to keep the existing water supply system functioning as intended. More than half of the District's maintenance costs are for maintaining the pipeline and pump stations that move water from the reservoirs to the customers.

Pipeline and pump station maintenance increases for fiscal year 2024 are due mostly to an additional \$660 thousand for general maintenance on all pump stations and pipeline sections, \$400 thousand to purchase additional pipeline segments for the replacement project, \$250 thousand in valve upgrades, and \$225 thousand for pump unit rebuilding based on efficiency testing. The condition of the Cedar Creek transmission system requires significant investment and will continue requiring repairs and replacements for the next several years. Phase 1 and 2 of the IPL were completed and online in fiscal year 2022 and are now included in the full pipeline system preventative maintenance program.

Pipeline chemical costs are estimated by evaluating pumping demand projections and projected market costs for chemicals driven by industry demands. The budget increase is due primarily to increases in market costs (for example, the price of chlorine has more than doubled in the past 10 months), with higher projected pumping also increasing the overall budget.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Pipeline & Pump Station	\$ 2,516,393	\$ 3,536,015	\$ 5,335,000	\$ 1,798,985
Pipeline Chemicals	\$ 1,054,298	\$ 1,060,000	\$ 2,210,000	\$ 1,150,000
Facilities & Grounds Maintenance	\$ 1,571,879	\$ 2,227,204	\$ 2,162,105	\$ (65,099)
Equipment & Fleet	\$ 708,583	\$ 807,319	\$ 978,266	\$ 170,947
Maintenance Support	\$ 693,857	\$ 874,340	\$ 964,965	\$ 90,625
USACE Benbrook Reservoir O&M	\$ 802,536	\$ 604,365	\$ 650,000	\$ 45,635
Stream Gauging Stations	\$ 185,394	\$ 195,000	\$ 195,000	\$ -
<b>Total</b>	<b>\$ 7,532,940</b>	<b>\$ 9,304,243</b>	<b>\$ 12,495,336</b>	<b>\$ 3,191,093</b>



The Joint Cedar Creek (JCC1) pump station came online in fiscal year 2023, increasing pumping capacity and the need for additional chemicals.

## System Improvements and Capital Equipment Expenditures

The Revenue Fund system improvements budget consists of shorter-term projects that enhance and rehabilitate the current system.

The two largest System Study and Design Projects are the Integrated Water Supply Plan (IWSP) and the System Operating Permit Evaluation. The IWSP will develop a comprehensive approach to provide a reliable supply to all water customers and the System Operating Permit Evaluation will evaluate the feasibility of pursuing a system operations permit for the overall TRWD system.

Now that the Integrated Pipeline Project is online, the District is able to begin projects that had been postponed because they required taking portions of the existing pipeline offline for more extensive system improvements, such as valve replacement, pump refurbishment, and variable frequency drive upgrades.

Construction and repair projects experienced the greatest increase in the fiscal year 2024 budget, the majority of which is the silt removal at Shannon Wetlands, which is vital to the proper function of the wetlands area. Additional improvements and restorations are also planned for the Benbrook pump stations, Cedar Creek dam, Richland Chambers water quality building, and JB3 cooling tower.

The water supply contract budget is a potential contract with the Trinity River Authority (TRA) to secure the rights to additional water supply when it comes available in the future. This contract is still in development.

Additional details are shown on the following page.

	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>
System Study & Design Projects	\$ 2,191,600	\$ 3,280,429	\$ 1,088,829
Pump & Valve Projects	\$ 2,567,000	\$ 2,535,000	\$ (32,000)
Construction & Repair Projects	\$ 1,775,000	\$ 3,128,250	\$ 1,353,250
Water Supply Contract	\$ -	\$ 570,000	\$ 570,000
Capital Equipment*	\$ 693,873	\$ 938,000	\$ 244,127
<b>Total</b>	<b>\$ 7,227,473</b>	<b>\$ 10,451,679</b>	<b>\$ 3,224,206</b>

\*The District considers machinery or equipment purchases of \$10 thousand or more capital equipment.

**Revenue Fund**

<b><u>System Study &amp; Design Projects:</u></b>	<b><u>FY24 Budget Proposed</u></b>
Integrated Water Supply Plan	\$ 800,000
System Operating Permit Evaluation	\$ 725,000
IPL Phase 1 and 2 Operating Manuals	\$ 319,429
Cedar Creek Wetlands Collaboration with NTMWD Study	\$ 200,000
Arc Flash Requirements Monitoring	\$ 214,000
CEQUAL-W2 Modeling	\$ 155,000
Sulphur River Basin Study	\$ 150,000
Aviso planning for Incorporation of RC and CC into the Flood Model	\$ 125,000
Miscellaneous System Study & Design Projects*	\$ 592,000
	<b>\$ 3,280,429</b>
<b><u>Pump &amp; Valve Projects:</u></b>	
Variable Frequency Drive Upgrades	\$ 865,000
Refurbish BB1 Pump	\$ 500,000
Control Valve Actuator Conversion at RC3L	\$ 450,000
Comprehensive Industrial Control System Upgrade at BB1/BB2	\$ 350,000
Replace WL2 Pump	\$ 260,000
Miscellaneous Pump & Valve Projects*	\$ 110,000
	<b>\$ 2,535,000</b>
<b><u>Construction &amp; Repair Projects:</u></b>	
Silt Removal at Shannon Wetlands	\$ 750,000
Benbrook Pump Stations Backup Power and HVAC	\$ 375,000
Cedar Creek Dam Relief Well Restoration	\$ 350,000
New Richland Chambers Water Quality Building	\$ 300,000
JB3 Cooling Tower Improvements	\$ 305,000
Richland Chambers Embankment Phase 1	\$ 250,000
Building Improvements	\$ 262,500
Grounds Improvements	\$ 185,000
Miscellaneous Construction & Repair Projects*	\$ 350,750
	<b>\$ 3,128,250</b>
<b><u>Water Supply Contract:</u></b>	<b>\$ 570,000</b>
<b><u>Capital Equipment:</u></b>	
Pickup Trucks	\$ 411,000
Heavy Equipment	\$ 110,000
Dedicated Microwave Building & Generator at Waxahachie Tower	\$ 200,000
Other Pump Station and Environmental Equipment	\$ 217,000
	<b>\$ 938,000</b>

\*Any project under miscellaneous projects is budgeted at \$100,000 or less.

## Environmental Stewardship Expenditures

TRWD is committed to providing the public it serves with a clean, plentiful water supply and being a good steward of our watersheds and the environment. The Water Conservation Program has enabled TRWD to defer capital costs as people use less water than initially projected. The program has also expanded services and participation has steadily grown year over year. The proposed expenditure increase will provide additional customer city classes, workshops and events, residential sprinkler system evaluations and landscape consultations, and outreach resources.

The District also forms relationships with residents and businesses in the TRWD watersheds in order to improve the quality of water before it enters the District's water supply.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Water Conservation Program*	\$ 2,470,914	\$ 2,895,502	\$ 3,096,002	\$ 200,500
Watershed Protection	\$ 329,989	\$ 395,484	\$ 409,890	\$ 14,406
Environmental Stewardship	\$ 288,765	\$ 442,460	\$ 437,960	\$ (4,500)
Public Outreach	\$ 58,256	\$ 107,701	\$ 80,603	\$ (27,098)
<b>Total</b>	<b>\$ 3,147,924</b>	<b>\$ 3,841,147</b>	<b>\$ 4,024,455</b>	<b>\$ 183,308</b>

\* See next page for Water Conservation Program details.



TRWD actively participates in an average of 60 events per year with the TRWD Stream Trailer.

**Water Conservation Program Revenues and Expenditures:**

Program Area	FY23 Budgeted Expenditures	FY24 Budgeted Expenditures	FY24 Budgeted Contributions	TRWD Portion
"Water is Awesome" Campaign	\$ 2,050,002	\$ 2,035,002	\$ 1,166,668	\$ 868,334
Program Support (evaluations, watering advice, etc.)	\$ 416,000	\$ 570,500	\$ 20,000	\$ 550,500
School Education Program	\$ 313,000	\$ 313,000	\$ -	\$ 313,000
Video and Promotional Items	\$ 50,000	\$ 88,500	\$ -	\$ 88,500
Rain Barrel & Customer City Workshops	\$ 36,500	\$ 65,000	\$ 24,100	\$ 40,900
Regional Symposiums	\$ 24,000	\$ 24,000	\$ 19,000	\$ 5,000
Program Exhibits	\$ 6,000	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 2,895,502</b>	<b>\$ 3,096,002</b>	<b>\$ 1,229,768</b>	<b>\$ 1,866,234</b>

Water Conservation has successfully developed and managed effective outreach and education programs. Conservation is focused on customer city and community support to help build resilient and reliable long-term water supplies and advance the importance of water and related infrastructure. They strive to create relationships, partnerships and processes to accomplish impactful progress in local communities. Water Conservation outreach efforts emphasize the importance of customer city support, adult education, youth education, reducing waste from sprinklers, direct connections with residential water users and regional coordination.





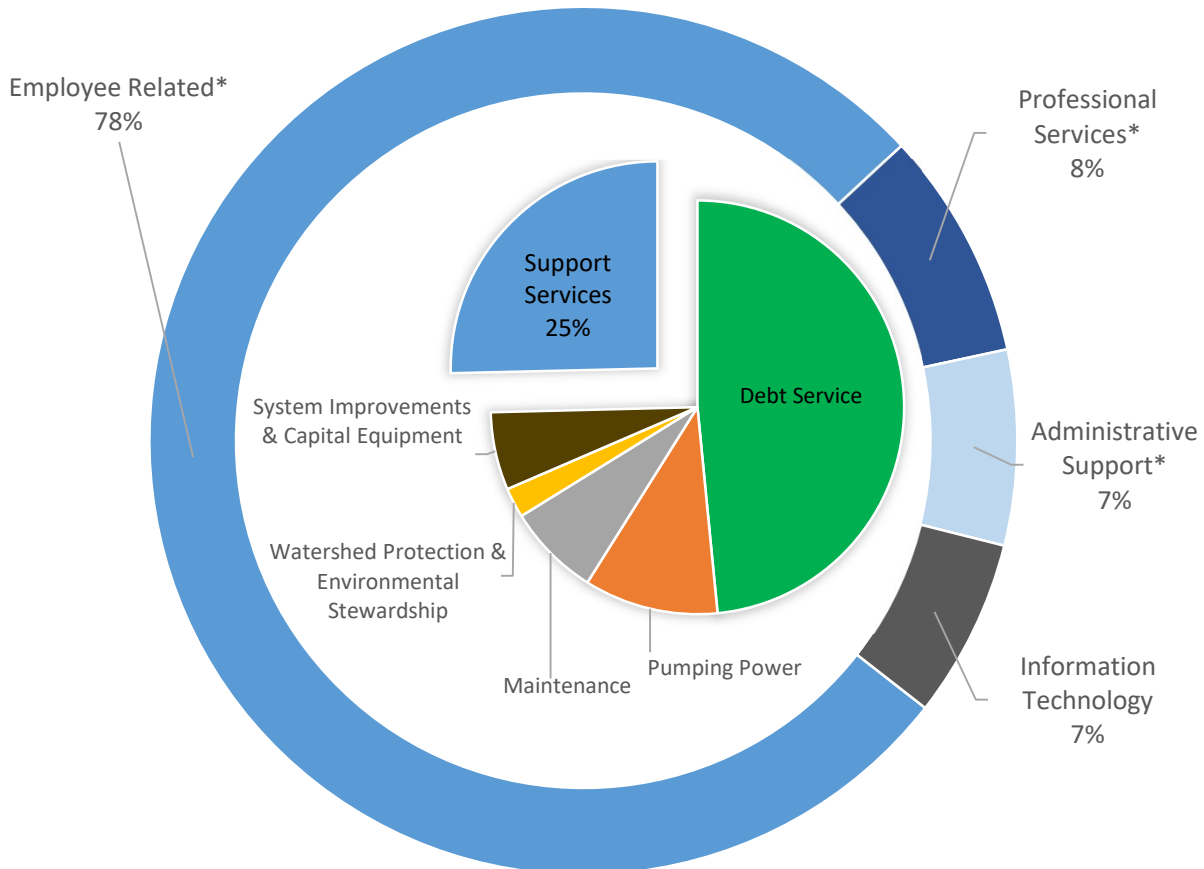
## Support Services Summary

Support services make up 25% of the overall Revenue Fund budget and serve to support the District’s efforts in supplying water to customers. The largest portion of this cost is the District’s investment in its people, resulting in strong employee retention, low turnover rates, high employee engagement, and a stable culture. Additional details are given on the following pages.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Employee Related*	\$ 26,290,227	\$ 30,769,144	\$ 33,801,466	\$ 3,032,322
Professional Services*	\$ 2,677,607	\$ 3,403,783	\$ 3,712,153	\$ 308,370
Administrative Support*	\$ 2,638,355	\$ 2,927,803	\$ 3,167,783	\$ 239,980
Information Technology	\$ 2,065,519	\$ 2,700,232	\$ 2,905,933	\$ 205,701
<b>Total Support Services</b>	<b>\$ 33,671,708</b>	<b>\$ 39,800,962</b>	<b>\$ 43,587,335</b>	<b>\$ 3,786,373</b>

\* Additional details on following pages.

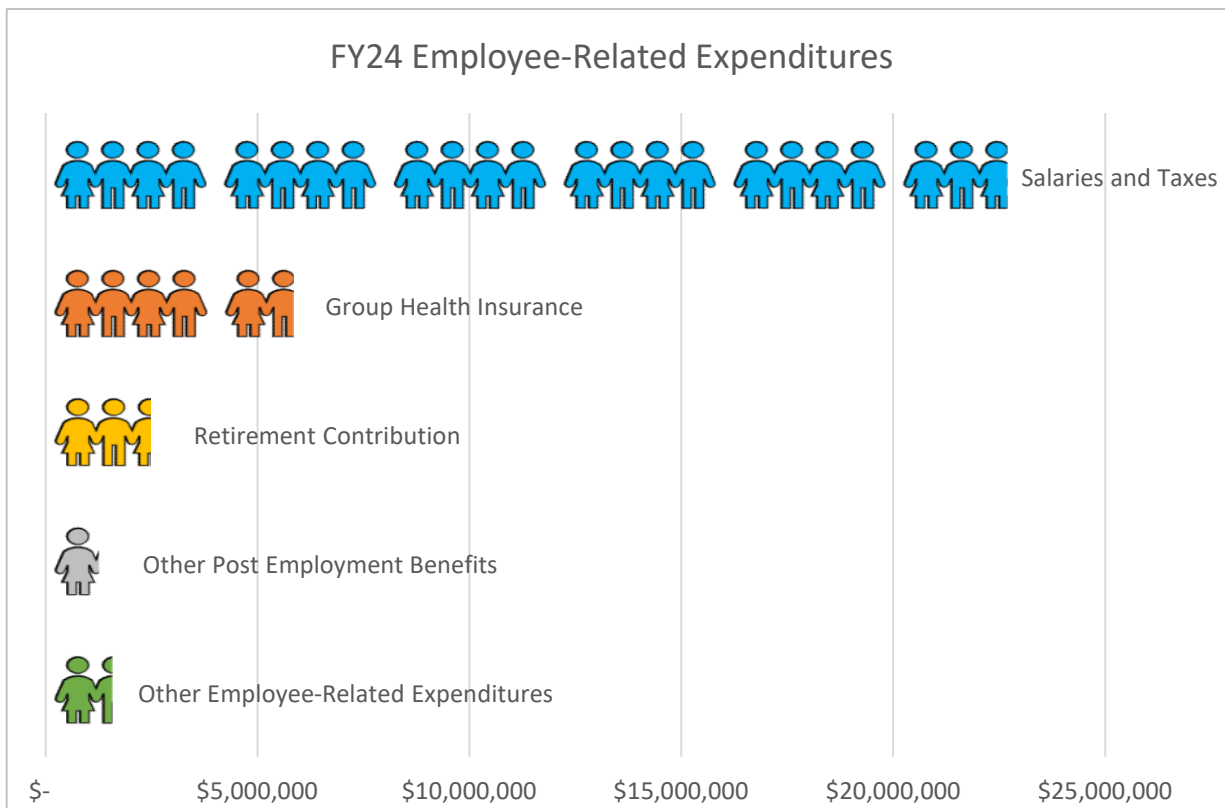
FY24 Revenue Fund Expenditures



## Support Services Employee-Related Expenditures

TRWD’s strategic plan includes intentional investment in its people. The District plans to invest in a diverse workforce through training, a focus on safety, and the planning and support needed to live TRWD values. The overall increase in salaries and taxes is due in part to 3 full-time equivalent (FTE) personnel additions, but the majority of the fiscal year 2024 investment is in the current workforce through raises, promotions, and an increase in the minimum hourly rate at the District. This growth was anticipated and included in the 10-year rate model as a part of operating and maintenance expenditures.

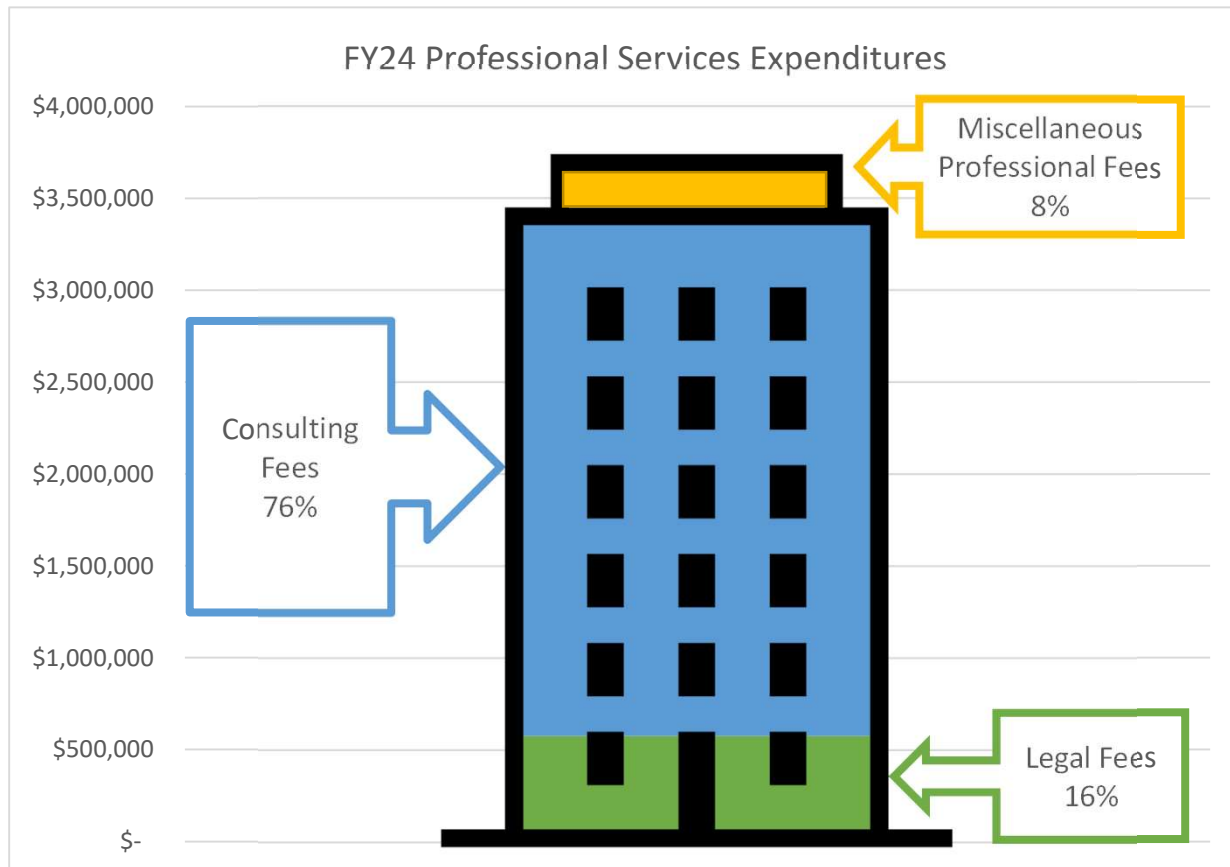
	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Salaries and Taxes	\$ 18,588,583	\$ 20,837,175	\$ 22,672,585	\$ 1,835,410
Group Health Insurance	\$ 3,591,475	\$ 5,319,896	\$ 5,828,647	\$ 508,751
Retirement Contribution	\$ 2,100,407	\$ 2,111,748	\$ 2,484,989	\$ 373,241
Other Post Employment Benefits	\$ 1,110,769	\$ 1,136,102	\$ 1,249,712	\$ 113,610
Other Employee-Related Expenditures	\$ 898,993	\$ 1,364,225	\$ 1,565,533	\$ 201,308
<b>Total</b>	<b>\$ 26,290,227</b>	<b>\$ 30,769,145</b>	<b>\$ 33,801,466</b>	<b>\$ 3,032,321</b>



## Support Services Professional Services Expenditures

Professional services are provided by external vendors to support District efforts. The largest portion of this budget is consulting fees, the bulk of which provides support to the Information Technology, Infrastructure Engineering, Human Resources, and Water Resources departments through various analysis and assessment services.

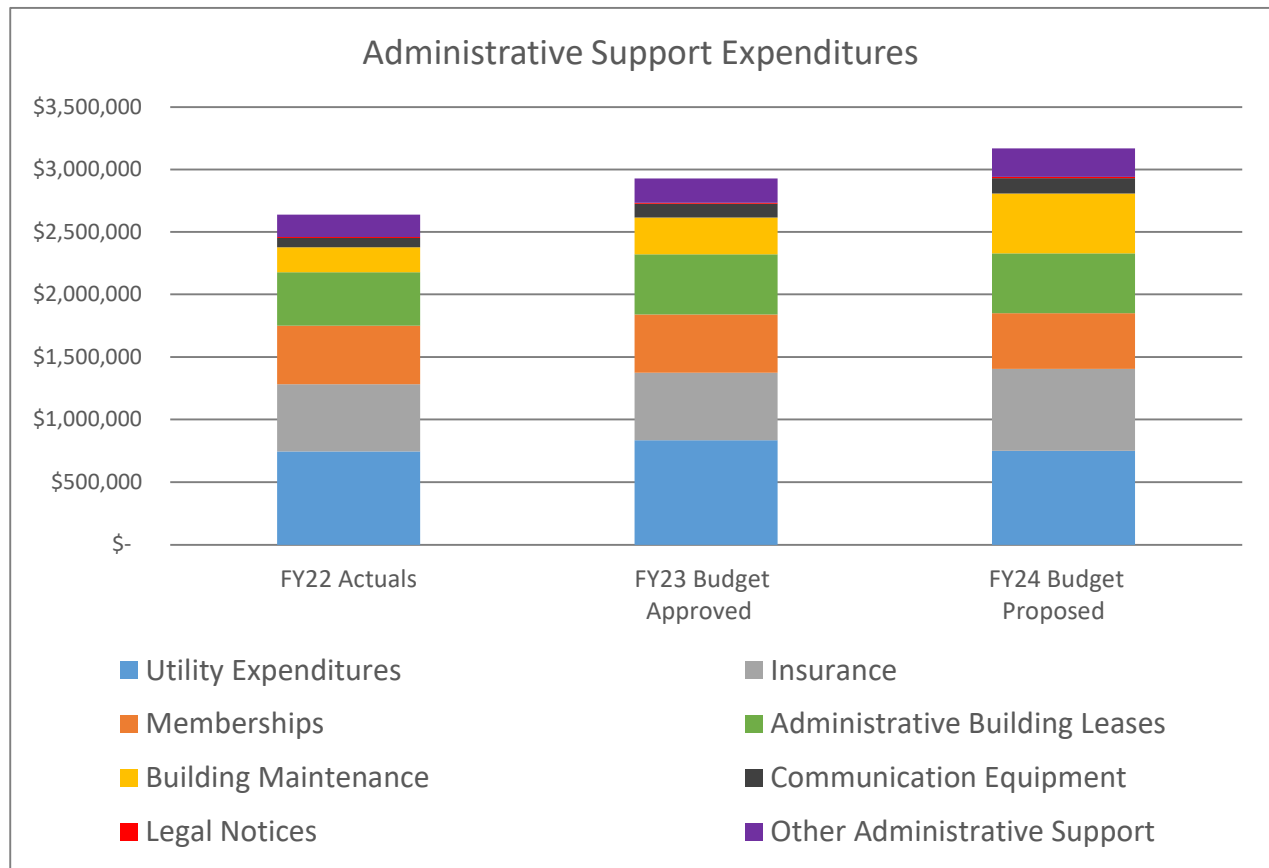
	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Consulting Fees	\$ 1,642,872	\$ 2,523,757	\$ 2,823,292	\$ 299,535
Legal Fees	\$ 800,134	\$ 581,800	\$ 576,500	\$ (5,300)
Miscellaneous Professional Fees	\$ 234,601	\$ 298,226	\$ 312,361	\$ 14,135
<b>Total</b>	<b>\$ 2,677,607</b>	<b>\$ 3,403,783</b>	<b>\$ 3,712,153</b>	<b>\$ 308,370</b>



## Support Services Administrative Support Expenditures

Administrative support services consist of a variety of overhead expenditures that support the District’s water supply system as a whole. These categories tend to remain relatively stable from year to year. The greatest increase for fiscal year 2024 is in building maintenance, which is due to the replacement and maintenance of the HVAC system in all administrative buildings. Insurance costs have also increased due to the District's need to protect additional capital assets.

	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Utility Expenditures	\$ 745,083	\$ 835,776	\$ 750,980	\$ (84,796)
Insurance	\$ 536,047	\$ 538,413	\$ 653,850	\$ 115,437
Memberships	\$ 469,708	\$ 466,645	\$ 444,631	\$ (22,014)
Administrative Building Leases	\$ 427,698	\$ 479,796	\$ 479,796	\$ -
Building Maintenance	\$ 199,646	\$ 295,178	\$ 476,751	\$ 181,573
Communication Equipment	\$ 73,139	\$ 109,945	\$ 125,010	\$ 15,065
Legal Notices	\$ 8,456	\$ 6,860	\$ 8,450	\$ 1,590
Other Administrative Support	\$ 178,578	\$ 195,190	\$ 228,315	\$ 33,126
<b>Total</b>	<b>\$ 2,638,355</b>	<b>\$ 2,927,803</b>	<b>\$ 3,167,783</b>	<b>\$ 239,980</b>



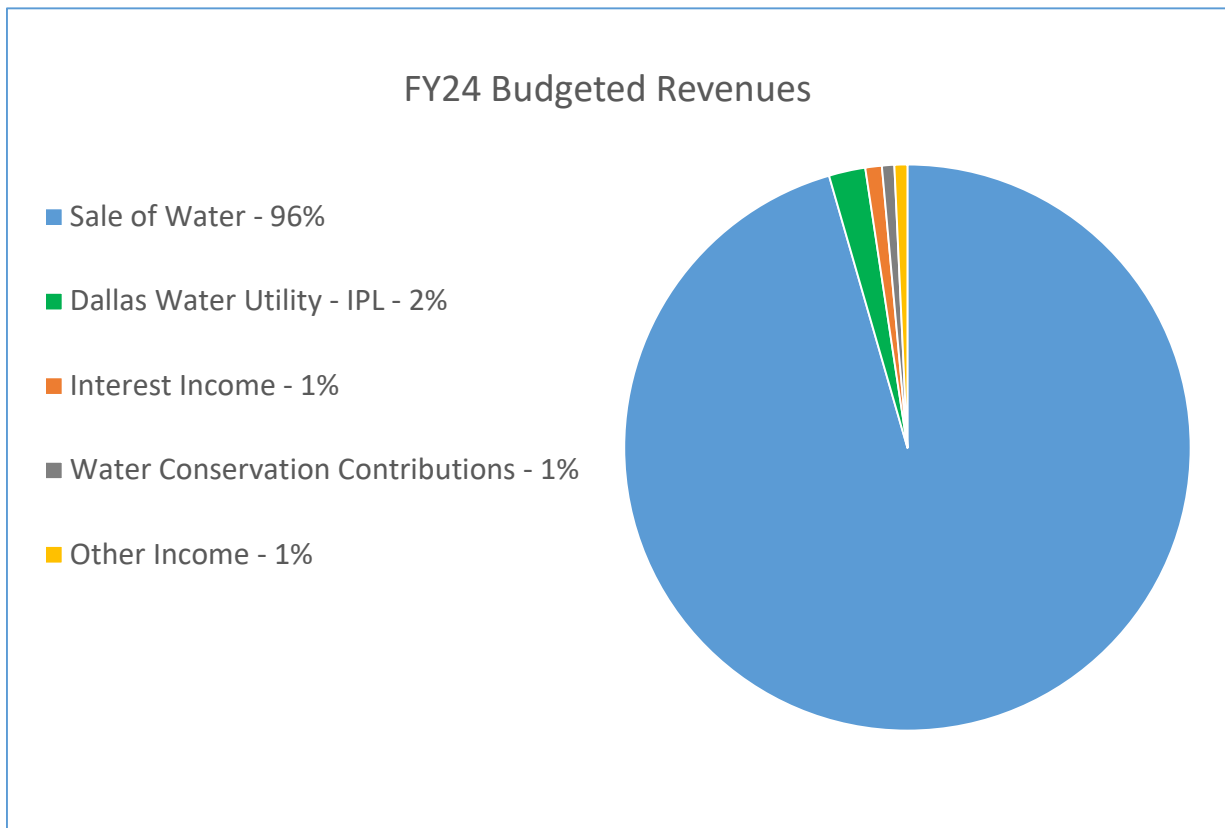
# Revenue Fund: Revenues

## Sources of Revenue Summary

The primary source and largest single component of income to the Revenue Fund is the sale of water, which makes up 95% of the total budgeted revenues for fiscal year 2024. Interest earned on investments, contributions to the water conservation program, and other income (leases, permit revenues, and other water sales) comprise approximately 3% of the budgeted revenues for fiscal year 2024. The remaining 2% consists of maintenance costs shared with Dallas Water Utilities on the Integrated Pipeline (IPL) project.

Sources	FY22 Actuals	FY23 Budget Approved	FY24 Budget Proposed	Variance
Sale of Water*	\$ 137,885,560	\$ 151,795,320	\$ 164,091,374	\$ 12,296,054
Dallas Water Utility - IPL*	\$ 1,521,954	\$ 2,798,048	\$ 3,590,578	\$ 792,530
Interest Income*	\$ 895,175	\$ 1,125,000	\$ 1,600,000	\$ 475,000
Water Conservation Contributions*	\$ 1,102,988	\$ 1,205,668	\$ 1,229,768	\$ 24,100
Other Income	\$ 5,116,011	\$ 1,150,858	\$ 1,251,971	\$ 101,113
<b>Total</b>	<b>\$ 146,521,688</b>	<b>\$ 158,074,894</b>	<b>\$ 171,763,691</b>	<b>\$ 13,688,797</b>

\*Additional details on the following pages

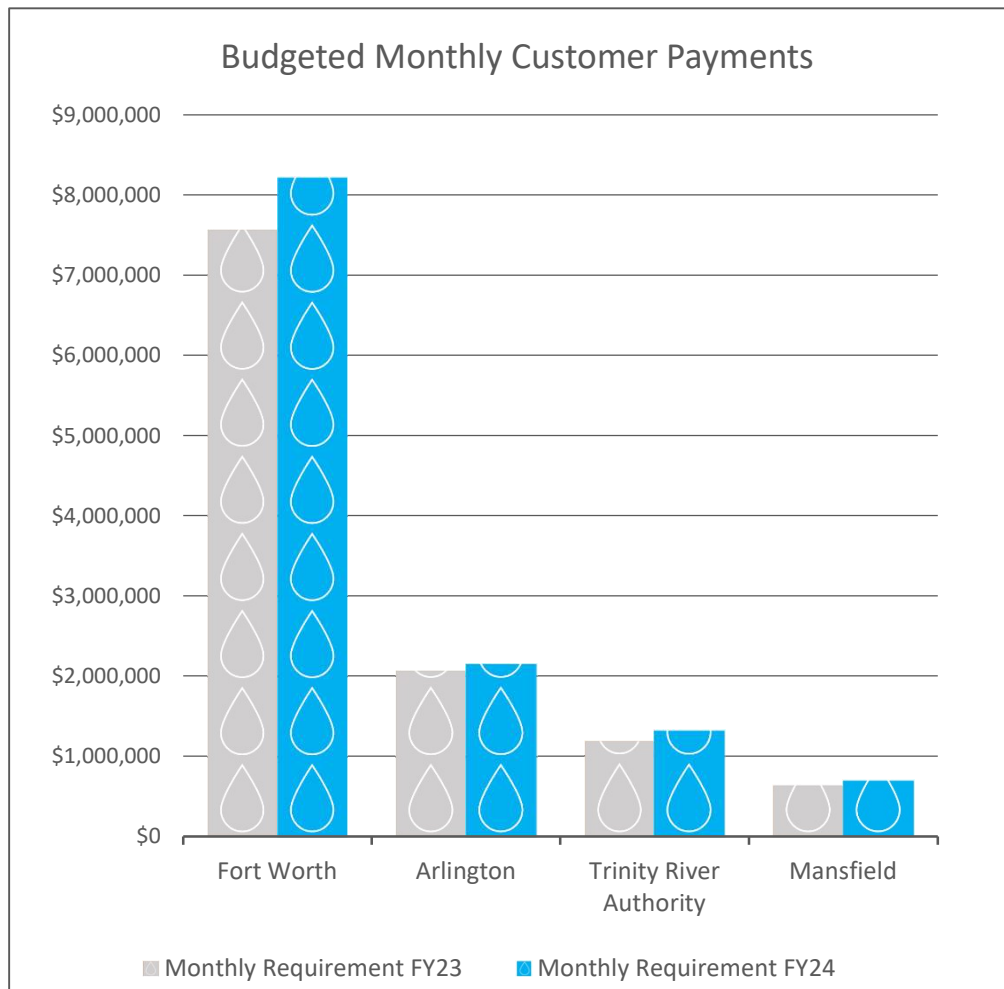


## Sources of Revenue

### Sale of Water

#### Customer Monthly Payments

	Fort Worth	Arlington	Trinity River Authority	Mansfield
FY 2024 Estimated Usage (000's)	72,796,920	19,064,016	11,670,485	6,163,193
FY 2024 Rate per 1,000 Gallons	\$1.35479	\$1.35479	\$1.35479	\$1.35479
<b>FY24 Budgeted Revenue Requirement</b>	<b>\$98,624,379</b>	<b>\$25,827,696</b>	<b>\$15,811,030</b>	<b>\$8,349,819</b>
FY23 Budgeted Revenue Requirement	\$90,772,509	\$24,812,948	\$14,157,310	\$7,583,143
<b>Monthly Requirement FY24</b>	<b>\$8,218,698</b>	<b>\$2,152,308</b>	<b>\$1,317,586</b>	<b>\$695,818</b>
Monthly Requirement FY23	\$7,564,376	\$2,067,746	\$1,179,776	\$631,929



## Sources of Revenue

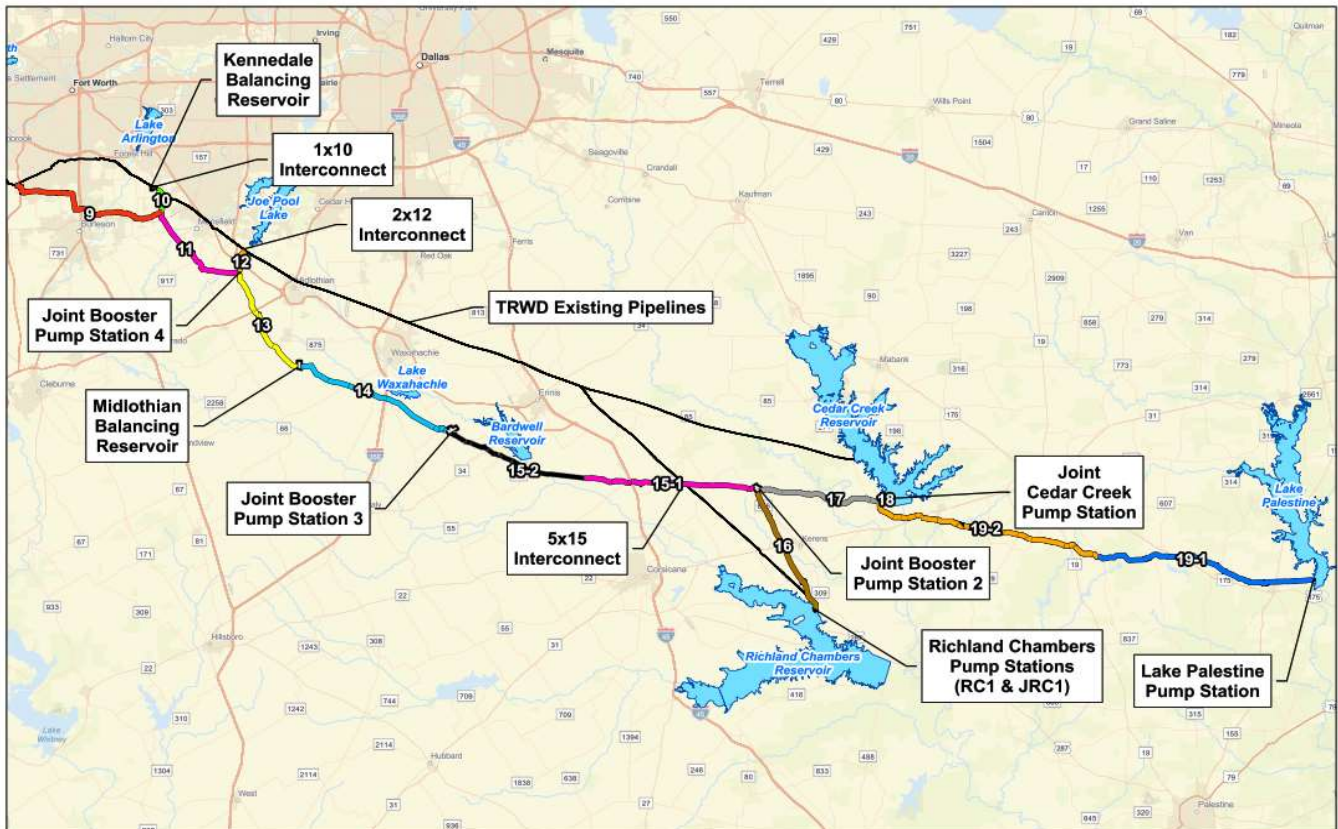
### Dallas Water Utility - Integrated Pipeline Project

The District and Dallas Water Utilities (DWU) share costs on certain portions of the Integrated Pipeline project. The costs shown below are added as revenues to the Revenue Fund budget to offset a portion of current operating and maintenance (O&M) and capital replacement costs.

Direct O&M costs are incurred specifically on joint or Dallas-only sections of the pipeline system. Direct labor hours are also billed directly to specific portions of the pipeline. Indirect O&M costs and Capital Replacement costs benefit the District water supply system as a whole and are allocated between the District and DWU based on each entity's applicable share of system asset value.

Indirect labor costs similarly are for departments and personnel that provide support to the water supply system overall, and therefore their personnel costs are split based on the system asset value.

	Dallas Portion	TRWD Portion
Direct O&M Costs	\$ 488,601	\$ 1,060,448
Direct O&M Labor	\$ 455,573	\$ 598,319
<b>Total Direct Operating Costs</b>	<b>\$ 944,174</b>	<b>\$ 1,658,767</b>
Indirect O&M Costs	\$ 1,274,032	\$ 2,456,620
Indirect O&M Labor	\$ 1,095,952	\$ 3,287,469
Capital Replacement Costs	\$ 276,420	\$ 536,580
<b>Total Indirect Operating Costs</b>	<b>\$ 2,646,404</b>	<b>\$ 6,280,670</b>
<b>Total FY24 DWU Budgeted Revenues</b>	<b>\$ 3,590,578</b>	





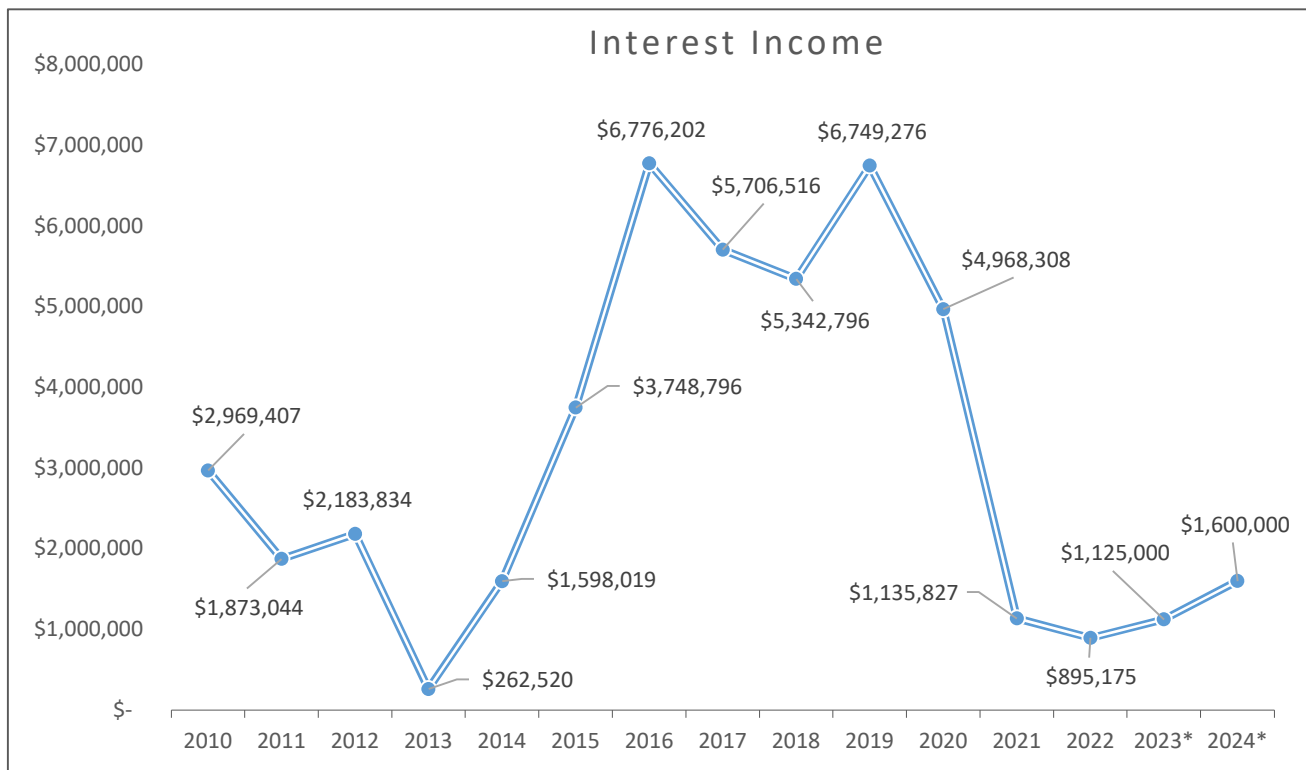
## Sources of Revenue Interest Income

The Revenue Fund budgeted interest income includes interest generated from the operating Revenue Fund as well as the Bond Reserve Fund and unspent bond proceeds. The majority of the income comes from the Reserve Fund which holds a balance equal to the largest annual debt service payment, per bond covenant requirements, which can be invested in longer-term investments.

With the addition of the option to issue Extendible Commercial Paper Bonds (ECP Bonds), now the District can evaluate the market to determine whether long-term bonds should be issued once projects have known costs, or ECP Bonds should be issued as project costs are incurred. If the District only issues for project costs as incurred, funds will not be available to invest, but the offset will be lower interest expense. To be conservative, the District is assuming the issuance of ECP Bonds and fixed-rate bonds in fiscal year 2024.

Even with the issuance of ECP Bonds, interest income is still expected to increase compared to the fiscal year 2023 budget due to a rising interest rate environment. To be conservative, the District is assuming a 2% interest rate in fiscal year 2024. The District invests in US government and agency fixed income securities as well as investments in Local Government Investment Pools.

The graph below illustrates the actual interest earned on investments for the past 10 years as well as budgeted interest income for fiscal years 2023 and 2024.



\*Budgeted Interest Income

## Sources of Revenue Water Conservation Contributions

Contribution revenues help off-set the District’s expenses for the water conservation Program. In fiscal year 2024, these revenues will account for \$1.23 million in income for the Revenue Fund.

The five-year memorandum of understanding (MOU) for the regional Public Outreach & Education campaign with the City of Dallas (Dallas) and North Texas Municipal Water District (NTMWD) expires in fiscal year 2023. Both Dallas and NTMWD have expressed the desire to renew the Public Outreach & Education campaign, also known as “Water is Awesome,” in early fiscal year 2024 at the current budget of \$583,334 each.

The new MOU with Dallas will also contain an agreement to contribute \$20,000 to Program Support for the Weekly Watering Advice service. Additionally, Dallas, NTMWD and Upper Trinity Regional Water District each contribute to the Regional Water Conservation Symposium. New this year is an expected \$24,000 from participant cost-share for Tarrant County Master Gardener Association rain barrel workshops with customer cities.

<b>Water Conservation Program Revenues</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>
Public Outreach & Education - City of Dallas	\$ 583,334	\$ 583,334
Public Outreach & Education - NTMWD	\$ 583,334	\$ 583,334
Program Support (evals, watering advice, etc.)	\$ 20,000	\$ 20,000
Rain Barrel & Customer City Workshops	\$ -	\$ 24,100
Regional Symposiums - City of Dallas	\$ 5,000	\$ 5,000
Regional Symposiums - NTMWD	\$ 5,000	\$ 5,000
Regional Symposiums - UTWD	\$ 5,000	\$ 5,000
Regional Symposiums Registration Fees	\$ 4,000	\$ 4,000
<b>Total Water Conservation Program Revenues</b>	<b>\$ 1,205,668</b>	<b>\$ 1,229,768</b>



**Revenue Fund**

**Revenue Fund FY24 Budget**

<b>Expenditures</b>	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Debt Service	\$ 72,740,016	\$ 79,901,067	\$ 83,204,886	\$ 3,303,819	
Pumping Power	21,007,947	18,000,000	18,000,000	-	
<u>Maintenance</u>					
Pipeline & Pump Station	2,516,393	3,536,015	5,335,000	1,798,985	1
Pipeline Chemicals	1,054,298	1,060,000	2,210,000	1,150,000	2
Facilities & Grounds Maintenance	1,571,879	2,227,204	2,162,105	(65,099)	
Equipment & Fleet	708,583	807,319	978,266	170,947	
Maintenance Support	693,857	874,340	964,965	90,625	
Benbrook Reservoir O&M	802,536	604,365	650,000	45,635	
Stream Gauging Stations	185,394	195,000	195,000	-	
Total Maintenance	7,532,940	9,304,243	12,495,336	3,191,093	
System Improvements & Capital Equipment	11,225,724	7,227,474	10,451,679	3,224,205	3
<u>Watershed Protection &amp; Environmental Stewardship</u>					
Water Conservation Program	2,470,914	2,895,502	3,096,002	200,500	
Watershed Protection	329,989	395,484	409,890	14,406	
Environmental Stewardship	288,765	442,460	437,960	(4,500)	
Public Outreach	58,256	107,701	80,603	(27,098)	
Total Watershed Protection & Environmental Stewardship	3,147,924	3,841,147	4,024,455	183,308	
<u>Support Services</u>					
Employee Related	26,290,227	30,769,144	33,801,466	3,032,322	4
Professional Services	2,677,607	3,403,783	3,712,153	308,370	
Administrative Support	2,638,355	2,927,803	3,167,783	239,980	
Information Technology	2,065,519	2,700,232	2,905,933	205,701	
Total Support Services	33,671,708	39,800,962	43,587,335	3,786,373	
<b>Total Expenditures</b>	<b>\$ 149,326,259</b>	<b>\$ 158,074,893</b>	<b>\$ 171,763,691</b>	<b>\$ 13,688,798</b>	
<u>Revenues</u>					
	<b>FY22 Actuals</b>	<b>FY23 Budget Approved</b>	<b>FY24 Budget Proposed</b>	<b>Variance</b>	<b>Notes*</b>
Sale of Water	\$ 137,885,560	\$ 151,795,320	\$ 164,091,374	\$ 12,296,054	
Dallas Water Utility - IPL	1,521,954	2,798,048	3,590,578	792,530	5
Interest Income	895,175	1,125,000	1,600,000	475,000	6
Water Conservation Contributions	1,102,988	1,205,668	1,229,768	24,100	
Other Income	789,733	630,858	731,971	101,113	
Other Water Sales	951,181	520,000	520,000	-	
Excess Reserve Funds	3,323,130	-	-	-	
<b>Total Revenues</b>	<b>\$ 143,146,591</b>	<b>\$ 158,074,893</b>	<b>\$ 171,763,691</b>	<b>\$ 13,688,798</b>	

\*See explanations for significant variances on next page

## Variance Explanations

### 1 Pipeline & Pump Station Maintenance

This increase is mostly due to an additional \$660,000 for general maintenance on all pump stations and pipeline sections, \$400,000 to purchase additional pipeline segments for the replacement project, \$250,000 in valve upgrades, and \$225,000 for pump unit rebuilding based on efficiency testing.

### 2 Pipeline Chemicals

The budget increase is due primarily to increases in market costs with higher projected pumping also increasing the overall budget.

### 3 System Improvements & Capital Equipment

The three largest projects are the Integrated Water Supply Plan (IWSP), the System Operating Permit Evaluation, and the silt removal at Shannon Wetlands. The IWSP will develop a comprehensive approach to provide a reliable supply of water to all customers. Additional improvements and restorations are also planned for the Benbrook pump stations, Cedar Creek dam, Richland Chambers water quality building, and JB3 cooling tower.

### 4 Employee-Related Expenditures

The overall increase in salaries and taxes is due in part to 3 FTE personnel additions, but the majority of the fiscal year 2024 investment is in the current workforce through raises, promotions, and an increase in the minimum hourly rate at the District. This growth was anticipated and included in the 10-year rate model as a part of operating and maintenance expenditures.

### 5 Dallas Water Utility - IPL

This increase is due to the increase in IPL sections coming online, leading to more maintenance costs shared with Dallas.

### 6 Interest Income

Interest income is expected to increase compared to the fiscal year 2023 budget due to a rising interest rate environment. To be conservative, the District is assuming a 2% interest rate in fiscal year 2024.

# TARRANT REGIONAL WATER DISTRICT

## AGENDA ITEM 8

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Consent Agenda

**FUNDING:** Fiscal Year 2024 General Fund and Fiscal Year 2024 Revenue 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 spreadsheets:

**Consider Approval of Capital Expenditures**

(1A-1H) Silsbee Ford

- Eight (8) new fleet vehicles
- Total expenditure amount: \$535,315.75

(2A-2B) Lake Country Chevrolet

- Two (2) new fleet vehicles
- Total expenditure amount: \$156,223.06

(3) Caldwell Chevrolet

- One (1) new fleet vehicle
- Total expenditure amount: \$39,950

(4) Doggett Freightliner of South Texas

- One (1) Heavy Duty tandem Axle Grapple Truck
- Total expenditure amount: \$259,338

(5) MHC Kenworth

- One (1) Heavy Duty Tandem Axle Haul Truck
- Total expenditure amount: \$254,744.37

(6) Kirby-Smith Machinery

- One (1) Heavy Duty 100,000 LB. Hydraulic Excavator
- Total expenditure amount: \$487,831

(7) Loftin Equipment Company Inc.

- Two (2) 100KW Stand-by Generators

- Total expenditure amount: \$90,686

**Consider Approval of Contract Renewal for Fiscal Year 2024**

(8A-8B) KW Power Services

- Annual Contract Amount: \$85,905

**Consider Approval of Joint-Funding Agreement for Gage Network Support Services**

(9) U.S. Geological Survey

- Total expenditure amount: \$399,010

**Consider Approval of 5 Year Service Agreement for Multi-Function Center Devices**

(10) Canon Solutions America, Inc.

- Total expenditure amount: \$32,148 annually; \$160,740 over 5 years

**Consider Approval of Resolution Authorizing Tarrant Regional Water District's Bank Representatives**

(11) JPMorgan Chase Bank N.A.

- Total expenditure amount: N/A

**Consider Approval of Resolution Authorizing Tarrant Regional Water District's Bank Representatives**

(12) PlainsCapital Bank

- Total expenditure amount: N/A

**Tarrant Regional Water District  
September 19, 2023 Board of Directors Meeting  
Consent Agenda  
Capital Expenditures**

Project	Vendor	Amount	Purpose	Budget	
				Source	Amount
<b>1A</b> ITB No. 24-001 1 Ton 4wd Ext Cab LWB UTL - Unit 2-435	<b>Silsbee Ford</b>	\$75,625.50	Proposed purchase of a 1 Ton 4wd Ext Cab & Chassis with Utility Bed to be assigned to an Operations & Maintenance Technician. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791.025.		
<b>Total for Unit 2-435</b>		<b>\$75,625.50</b>		Revenue	<b>\$68,000.00</b>
<b>1B</b> ITB No. 24-001 1 Ton 4wd Ext Cab LWB UTL - Unit 2-436	<b>Silsbee Ford</b>	\$75,625.50	Proposed purchase of a 1 Ton 4wd Ext Cab & Chassis with Utility Bed to be assigned to an Operations & Maintenance Technician. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791.025.		
<b>Total for Unit 2-436</b>		<b>\$75,625.50</b>		Revenue	<b>\$68,000.00</b>
<b>1C</b> ITB No. 24-001 1 Ton 4wd Ext Cab LWB UTL - Unit 2-437	<b>Silsbee Ford</b>	\$75,625.50	Proposed purchase of a 1 Ton 4wd Ext Cab & Chassis with Utility Bed to be assigned to an Operations & Maintenance Technician. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791.025.		
<b>Total for Unit 2-437</b>		<b>\$75,625.50</b>		Revenue	<b>\$68,000.00</b>
<b>1D</b> ITB No. 24-001 1 Ton 4wd Ext Cab LWB UTL - Unit 2-445	<b>Silsbee Ford</b>	\$75,625.50	Proposed purchase of a 1 Ton 4wd Ext Cab & Chassis with Utility Bed to be assigned to an Pump Mechanic. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791.025.		
<b>Total for Unit 2-445</b>		<b>\$75,625.50</b>		Revenue	<b>\$68,000.00</b>

**Tarrant Regional Water District  
September 19, 2023 Board of Directors Meeting  
Consent Agenda  
Capital Expenditures**

Project	Vendor	Amount	Purpose	Budget
<b>1E</b> ITB No. 24-001 3/4 Ton 4WD Ext Cab LWB UTL - Unit 2-446	<b>Silsbee Ford</b>	\$74,687.50	Proposed purchase of a 3/4 Ton 4wd Ext Cab & Chassis with Utility Bed to be assigned to an Instrumentation & Electrical Technician. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791.025.	
<b>Total for Unit 2-446</b>		<b>\$74,687.50</b>		Revenue <b>\$65,000.00</b>
<b>1F</b> ITB No. 24-001 1/2 Ton 4wd Crew Cab SWB Pickup - Unit 2-447	<b>Silsbee Ford</b>	\$48,709.25	Proposed purchase of a 1/2 Ton 4wd Crew Cab Pickup to be assigned to an Environmental Technician. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791.025.	
<b>Total for Unit 2-447</b>		<b>\$48,709.25</b>		Revenue <b>\$42,000.00</b>
<b>1G</b> ITB No. 24-001 3/4 Ton 4WD Ext Cab SWB Pickup - Unit 2-443	<b>Silsbee Ford</b>	\$52,117.00	Proposed purchase of a 3/4 Ton 4wd Ext Cab Pickup to be assigned to Operations. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791.025.	
<b>Total for Unit 2-443</b>		<b>\$52,117.00</b>		General <b>\$45,000.00</b>
<b>1H</b> ITB-24-001 Full Size 4wd SUV 3rd Seat - Unit 2-448	<b>Silsbee Ford</b>	\$57,300.00	Proposed purchase of a Full Size 4wd SUV with 3rd Seat to be assigned to the Administration Pool. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791.025.	
<b>Total for Unit 2-448</b>		<b>\$57,300.00</b>		General <b>\$45,000.00</b>



**Tarrant Regional Water District  
September 19, 2023 Board of Directors Meeting  
Consent Agenda  
Capital Expenditures**

	Project	Vendor	Amount	Purpose	Budget
<b>2A</b>	ITB No. 24-001 Full Size SUV 4wd - 2-444	<b>Lake Country Chevrolet</b>	\$78,111.53	Proposed purchase of a Full Size 4wd SUV SSV to be assigned to Law Enforcement. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791.025.	
<b>Total for Unit 2-444</b>			<b>\$78,111.53</b>		General <b>\$65,000.00</b>
<b>2B</b>	ITB No. 24-001 Full Size SUV 4wd - Unit 2-450	<b>Lake Country Chevrolet</b>	\$78,111.53	Proposed purchase of a Full Size 4wd SUV SSV to be assigned to Law Enforcement. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, TIPS-USA Contract 210907, in accordance with Local Government Code 791-025.	
<b>Total for Unit 2-450</b>			<b>\$78,111.53</b>		General <b>\$70,000.00</b>
<b>3</b>	ITB No. 24-002 Mid Size 4wd Crew Cab Pickup - Unit 2-449	<b>Caldwell Chevrolet</b>	\$39,950.00	New unit will be an addition to the Fleet and assigned to a Instrumentation & Electrical Technician. Upon receipt of new unit, a condition assessment of pool vehicles will be performed, and the appropriate unit will be sold at auction. The purchase will be made utilizing the State of Texas Co-Op program, BuyBoard Contract #601-19, in accordance with Local Government Code 271.083.	
<b>Total for Unit 2-449</b>			<b>\$39,950.00</b>		Revenue <b>\$32,000.00</b>
<b>4</b>	ITB No. 24-003 Heavy Duty Tandem Axle Grapple Truck - Unit 5-111	<b>Doggett Freightliner of South Texas</b>	\$253,930.00	New unit will replace 5-98 2006 Ford Cab & Chassis with Grapple Bed. New unit will be assigned to Operations Resource Calendar. Unit 5-98 will be sold at auction. The purchase will be made utilizing the Interlocal Cooperative, TIPS-USA Contract 200208, in accordance with Government Code 791.025.	
<b>Total for Unit 5-111</b>			<b>\$259,338.00</b>		General <b>\$275,000.00</b>

**Tarrant Regional Water District  
September 19, 2023 Board of Directors Meeting  
Consent Agenda  
Capital Expenditures**

	Project	Vendor	Amount	Purpose	Budget
<b>5</b>	ITB No. 24-004 Heavy Duty Tandem Axle Haul Truck - Unit 4-17	<b>MHC Kenworth</b>	\$254,744.37	New unit will replace 4-14 2002 Kenworth T800B Haul Truck with approximately 207,043 miles. New unit will be assigned to Operations. Unit 4-14 will be sold at auction. The purchase will be made utilizing the Interlocal Cooperative, Sourcewell Contract 060920-KTC in accordance with Government Code 791.025.	
<b>Total for Unit 4-17</b>			<b>\$254,744.37</b>		General <b>\$300,000.00</b>
<b>6</b>	ITB No. 24-005 Heavy Duty 100,000 lb. Hydraulic Excavator - Unit 8-82	<b>Kirby-Smith Machinery Inc.</b>	\$487,831.00	New unit will replace 8-70 2010 Komatsu PC400LC8 100,000 lb. Hydraulic Excavator with approximately 6,600 hours. New unit will be assigned to Operations Resource Calendar. Unit 8-70 will be sold at auction. The purchase will be made utilizing the Sourcewell Contract 032119-KCM in accordance with Government Code 791.025.	
<b>Total for Unit 8-82</b>			<b>\$487,831.00</b>		General <b>\$550,000.00</b>
<b>7A</b>	ITB No. 24-006 100KW Stand-by Generator - Unit 12-227	<b>Loftin Equipment Company, Inc.</b>	\$45,343.00	New unit will replace 12-279 1983 Caterpillar 100KW Stand-by Generator and will provide emergency power to the RC Spillway North Structure. Unit 12-279 is now 40 years old and parts are becoming obsolete. Unit 12-279 will be sold at auction. The purchase will be utilizing the Interlocal Cooperative, HGACBuy Contract GE02-20 in accordance with Government Code 791.025.	
<b>Total for Unit 12-227</b>			<b>\$45,343.00</b>		Revenue <b>\$55,000.00</b>
<b>7B</b>	ITB No. 24-006 100KW Stand-by Generator - Unit 12-228	<b>Loftin Equipment Company, Inc.</b>	\$45,343.00	New unit will replace 12-280 1983 Caterpillar 100KW Stand-by Generator and will provide emergency power to the RC Spillway South Structure. Unit 12-280 is now 40 years old and parts are becoming obsolete. Unit 12-280 will be sold at auction. The purchase will be utilizing the Interlocal Cooperative, HGACBuy Contract GE02-20 in accordance with Government Code 791.025.	
<b>Total for Unit 12-228</b>			<b>\$45,343.00</b>		Revenue <b>\$55,000.00</b>
<b>General Actuals</b>		<b>\$1,267,553.43</b>	<b>General Budget</b>		<b>\$1,350,000.00</b>
<b>Revenue Actuals</b>		<b>\$556,534.75</b>	<b>Revenue Budget</b>		<b>\$521,000.00</b>
<b>Capital Equipment Actual Total</b>		<b>\$1,824,088.18</b>	<b>Capital Equipment Budget Total</b>		<b>\$1,871,000.00</b>

**Tarrant Regional Water District  
September 19, 2023 Board of Directors Meeting  
Consent Agenda  
Capital Expenditures**

<b>Project</b>	<b>Vendor</b>	<b>Amount</b>	<b>Purpose</b>	<b>Budget</b>
<b><u>VENDOR TOTALS</u></b>				
Grand Total for Kirby Smith		\$487,831.00		
Grand Total for Lake Country Chevrolet		\$156,223.06		
Grand Total for Silsbee Ford		\$535,315.75		
Grand Total for Caldwell Chevrolet		\$39,950.00		
Grand Total for Loftin Equipment Company, Inc.		\$90,686.00		
Grand Total for MCH Kenworth		\$254,744.37		
Grand Total for Doggett Freightliner of South Texas LLC		\$259,338.00		
Capital Equipment Total		<u>\$1,824,088.18</u>		

Tarrant Regional Water District  
September 19, 2023 Board of Directors Meeting  
Consent Agenda  
Fleet Operations Maintenance

**Contract Renewal**

Project	Vendor	Amount	Purpose	Budget Line	Budget		
					Source	Amount	
8A Stand-by Generator Preventative Maintenance Contract	KW Power Services	\$12,879.00	Stand-by Generator Preventative Maintenance Contract Renewal FY2024 - Annual Pm, load bank test, quarterly inspections, fuel polishing, repairs	497	General	\$410,000.00	
8B Stand-by Generator Preventative Maintenance Contract	KW Power Services	\$73,026.00	Stand-by Generator Preventative Maintenance Contract Renewal FY2024 - Annual Pm, load bank test, quarterly inspections, fuel polishing, repairs	1015, 5600, 9389	Revenue	\$427,000.00	
		<b>FY2024</b>				<b>FY2024</b>	
		<b>General</b>	\$12,879.00			<b>General</b>	\$410,000.00
		<b>Revenue</b>	\$73,026.00			<b>Revenue</b>	\$427,000.00
		<b>Total</b>	<b>\$85,905.00</b>			<b>Total</b>	<b>\$837,000.00</b>

**Tarrant Regional Water District  
September 19, 2023 Board of Directors Meeting  
Consent Agenda**

Project		Vendor	Amount	Purpose	Budget	
9	Joint-Funding Agreement for Gage Network Support Services	U.S. Geological Survey	not-to-exceed \$399,010	<p>The District does its part to support a reliable gage network in the Trinity River basin. Data collected at District-sponsored USGS sites benefits many other entities. This includes the National Weather Service radar rainfall estimates and river forecasts. Surrounding communities use the data to inform Federal Emergency Management Agency floodplain mapping in their communities. Emergency management coordinators use data to aid evacuations during flooding. State water planners use the data to assess the reliability and status of state water supplies.</p> <p>Annual O&amp;M services provided by the USGS include responding to service calls, making periodic field measurements to ensure data accuracy, and publishing quality controlled data. In addition to O&amp;M services, on-call streamflow measurements below the District lakes allow District staff to better calibrate outflow rate from reservoir spillways and valves, as well as quantify loss/gain of water as it travels from Bridgeport to Eagle Mountain.</p> <p>This agreement has a total cost of \$432,760. The USGS contribution is \$33,750 (8%). The District is responsible for the remaining \$399,010 for services provided during the October 1, 2023 through September 30, 2024 period.</p>	General, Revenue	General: \$240,000; Revenue: \$190,000
10	5 Year Service Agreement for Multi-Function Center Devices	Canon Solutions America, Inc.	\$32,148 annually for a total of \$160,740 over 5 years and a fixed per printed page supply expense	Multi-function center (MFC) devices provide the printing, scanning, faxing, and copying functions at each District office location. The proposed service agreement with Canon Solutions America, Inc. includes the equipment lease, supply, and maintenance services that ensure the devices are secure and in proper working order at a fixed cost over the next five years. The service agreement includes 26 MFC devices.	General, Revenue	\$80,000
11	Resolution Authorizing Tarrant Regional Water District's Bank Representatives	JPMorgan Chase Bank N.A.	N/A	The current authorized bank representatives are Dan Buhman, General Manager, Robert Alan Thomas, Deputy General Manager, Sandra Newby, Chief Financial Officer, Carol Tackel, Chief Internal Auditor, Lisa Cabrera, Chief Human Resources Officer, and Jennifer Mitchell, Finance Director. Due to changes in roles and responsibilities, the resolution authorizing signers on the bank accounts needs to be updated. Management recommends adding Michael Miller, Treasury Manager and Kathleen Ray, Purchasing Manager to the authorized representatives and removing Lisa Cabrera, Chief Human Resources Officer, to reflect the current state in staffing and roles. This will allow for better segregation of duties as well as provide back-up staff in the event of an emergency.	N/A	N/A
12	Resolution Authorizing Tarrant Regional Water District's Bank Representatives	PlainsCapital Bank	N/A	Management recommends approval of Dan Buhman, General Manager, Robert Alan Thomas, Deputy General Manager, Sandra Newby, Chief Financial Officer, Carol Tackel, Chief Internal Auditor, Jennifer Mitchell, Finance Director, Michael Miller, Treasury Manager, and Kathleen Ray, Purchasing Manager as authorized representatives with PlainsCapital Bank. The Board approved PlainsCapital Bank as the District's secondary depository service provider on December 13, 2022. As part of that agreement, the Board must designate staff to be authorized representatives of the District with PlainsCapital Bank.	N/A	N/A
<b>Annual Total</b>			<u>\$431,158.00</u>		<b>Total</b>	<u>\$510,000</u>

## TARRANT REGIONAL WATER DISTRICT

### CONSENT AGENDA ITEM

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Joint-Funding Agreement with U.S. Geological Survey for Gage Network Support Services

**FUNDING:** Fiscal Year 2024 General Fund Budget - \$240,000  
Fiscal Year 2024 Revenue Fund Budget - \$190,000

#### RECOMMENDATION:

Management recommends approval of a joint-funding agreement (JFA) **in an amount not-to-exceed \$399,010** with U.S. Geological Survey (USGS) for Gage Network Support Services.

#### DISCUSSION:

District management regularly makes decisions related to flood operations, water supply, or water quality based on rainfall, streamflow, water level, or water quality data collected and published by the USGS. During times of flood, the District utilizes data collected at reservoir and stream sites to inform flood discharge decisions. During water supply operations, the District uses observed water levels to monitor available reservoir storage to optimize water delivery from the pipelines. Additionally, District management evaluates the reliability of District water supply infrastructure and the viability of potential future sites using USGS data. District management monitors water quality conditions for in the Fort Worth Floodway with data collected by USGS.

The District does its part to support a reliable gage network in the Trinity River basin. The data collected at District-sponsored USGS sites benefits many other entities. This includes the National Weather Service radar rainfall estimates and river forecasts. Surrounding communities use the data to inform Federal Emergency Management Agency floodplain mapping in their communities. Emergency management coordinators use data to aid evacuations during flooding. State water planners use the data to assess the reliability and status of state water supplies.

Annual O&M services provided by the USGS include responding to service calls, making periodic field measurements to ensure data accuracy, and publishing quality controlled data. In addition to O&M services, on-call streamflow measurements below the District lakes allow District staff to better calibrate outflow rate from reservoir spillways and valves, as well as quantify loss/gain of water as it travels from Bridgeport to Eagle Mountain.

This agreement has a total cost of \$432,760. The USGS contribution is \$33,750 (8%). The District is responsible for the remaining \$399,010 for services provided during the October 1, 2023 through September 30, 2024 period.

This item was reviewed by the Construction and Operations Committee on September 15, 2023.

**Submitted By:**

Zachary Huff, PE  
Water Resources Engineering Director

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 600000623  
Agreement #: 24SJJFATX062000  
Project #: SJ009ME  
TIN #: 75-6002584**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Tarrant Regional Water District party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$33,750 by the party of the first part during the period October 1, 2023 to September 30, 2024
- (b) \$399,010 by the party of the second part during the period October 1, 2023 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).



**Water Resource Investigations**

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

10. No relationship of employer-employee, agency, partnership or joint venture is created by this Agreement.

11. Nothing in this Agreement shall be deemed or constructed to waive the sovereign or governmental immunity of either party.

12. Payments shall be made from current revenues available to the paying party.

**USGS Technical Point of Contact**

Name: Marsha Gipson  
Branch Chief - North Texas  
Address: 501 W. Felix Street Bldg 24  
Fort Worth, TX 76115  
Telephone: (682) 444-6392  
Fax: (682) 316-5022  
Email: mgipson@usgs.gov

**Customer Technical Point of Contact**

Name: Craig Ottman  
Address: 800 East Northside Drive  
Fort Worth, TX 76102  
Telephone: (817) 335-2491  
Fax:  
Email: Craig.Ottman@trwd.com

**USGS Billing Point of Contact**

Name: Kandis Becher  
Budget Analyst  
Address: 501 W. Felix Street Bldg 24  
Fort Worth, TX 76115  
Telephone: (682) 316-5051  
Fax: (682) 316-5022  
Email: kkbecher@usgs.gov

**Customer Billing Point of Contact**

Name: Craig Ottman  
Address: 800 East Northside Drive  
Fort Worth, TX 76102  
Telephone: (817) 335-2491  
Fax:  
Email: Craig.Ottman@trwd.com

**U.S. Geological Survey  
United States  
Department of Interior**

**Tarrant Regional Water District**

Signature

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Timothy H. Raines  
Title: Director

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

**Tarrant Regional Water District  
24SJFATX062000**

STATION NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	TRWD FUNDS	TOTAL GROSS COST
<b>001: SURFACE WATER PROGRAM</b>							
08042600	West Fork Trinity River at Hwy 281 nr Windthorst, TX						
	Full Range Streamflow Station	QCONT	1	1.00	\$0	\$16,300	
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
							\$17,800
08042800	W. Fork Trinity River near Jacksboro, TX						
	Full Range Streamflow Station	QCONT	0	1.00	\$0	\$0	
	Funded by Federal Priority Streamgages						
	Rain Gage	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$1,500
08042820	Lost Creek Reservoir near Jacksboro, TX						
	Reservoir Elevation	RES-E	1	1.00	\$0	\$6,750	
	STATION SW TOTAL:						\$6,750
08042950	Big Ck nr Chico, TX						
	Full Range Streamflow Station	QCONT	1	1.00	\$0	\$16,300	
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
							\$17,800
08043000	Bridgeport Reservoir above Bridgeport, TX						
	Reservoir Contents	RES-C	1	1.05	\$0	\$8,300	
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$9,800
08043950	Big Sandy Creek near Bridgeport, TX						
	Full Range Streamflow Station	QCONT	0	1.00	\$0	\$0	
	Funded by Federal Priority Streamgages						
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$1,500
08044500	W. Fork Trinity River near Boyd, TX						
	Full Range Streamflow Station	QCONT	0	1.00	\$0	\$0	
	Funded by Federal Priority Streamgages						
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$1,500
08044800	Walnut Creek at Reno, TX						
	Full Range Streamflow Station	QCONT	1	1.00	\$5,700	\$10,600	
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$17,800
08045000	Eagle Mountain Reservoir above Fort Worth, TX						
	Reservoir Contents	RES-C	1	1.05	\$0	\$8,300	
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$9,800

08045400	Lake Worth above Fort Worth, TX						
	Reservoir Contents	RES-C	1	1.05	\$0	\$8,300	
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$9,800
08045550	W. Fork Trinity River at White Settlement, TX						
	Full Range Streamflow Station	QCONT	1	1.00	\$5,700	\$10,600	
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$17,800
08045800	Lake Weatherford near Weatherford, TX						
	Reservoir Elevation	RES-E	1	1.00	\$0	\$6,750	
	STATION SW TOTAL:						\$6,750
08045995	Clear Fork Trinity River at Kelly Road near Aledo, TX						
	Full Range Streamflow Station	QCONT	1	1.00	\$5,700	\$10,600	
	STATION SW TOTAL:						\$16,300
08047000	Clear Fork Trinity River near Benbrook, TX						
	Full Range Streamflow Station	QCONT	1	1.20	\$0	\$19,560	
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$21,060
08047050	Mary's Creek at Benbrook, TX						
	Full Range Streamflow Station	QCONT	1	1.00	\$5,700	\$10,600	\$16,300
	STATION SW TOTAL:						\$16,300
08047500	Clear Fork Trinity River at Fort Worth, TX						
	Funded by Federal Priority Streamgages	QCONT	0	1.00	\$0	\$0	\$0
	Site funded by NSIP						
	STATION SW TOTAL:						\$0
08048000	W. Fork Trinity River at Fort Worth, TX						
	Funded by Federal Priority Streamgages	QCONT	0	1.00	\$0	\$0	
	Weather Station, Operation & Maintenance	WSTAT	1	1.00	\$0	\$5,000	\$5,000
	STATION SW TOTAL:						\$5,000
08048543	W. Fork Trinity River at Beach St. Fort Worth, TX						
	Full Range Streamflow Station	QCONT	0	1.00	\$0	\$0	
	Site funded by Trinity River Compact						
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	\$1,500
	STATION SW TOTAL:						\$1,500
08048970	Village Ck at Everman, TX						
	Full Range Streamflow Station	QCONT	1	1.00	\$5,250	\$11,050	\$16,300
	STATION SW TOTAL:						\$16,300
08049200	Lake Arlington at Arlington, TX						
	Reservoir Elevation	RES-E	1	1.20	\$0	\$8,100	
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500	
	STATION SW TOTAL:						\$9,600

08062575	Trinity River at Dosser							
	Full Range Streamflow Station	QCONT	0	1.00	\$0	\$16,300		
	STATION SW TOTAL:							\$16,300
08062700	Trinity River at Trinidad, TX							
	Full Range Streamflow Station	QCONT	0	1.00	\$0	\$0		
	Funded by Federal Priority Streamgages							\$0
	STATION SW TOTAL:							
08062800	Cedar Creek nr Kemp, TX							
	Full Range Streamflow Station	QCONT	0	1.00	\$0	\$0		
	Funded by Federal Priority Streamgages							\$0
	STATION SW TOTAL:							
08062895	Kings Creek at H 34 nr Kaufman, TX							
	Full Range Streamflow Station	QCONT	1	1.1	\$5,700	\$10,600		
	STATION SW TOTAL:							\$16,300
08063010	Cedar Creek Reservoir near Trinidad, TX							
	Reservoir Contents	RES-C	1	1.05	\$0	\$8,300		
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500		
	Wind Speed and Direction	WIND	1	1.00	\$0	\$1,500		
	STATION SW TOTAL:							\$11,300
08063100	Richland Creek near Dawson, TX							
	Full Range Streamflow Station	QCONT	1	1.00	\$0	\$16,300		
	STATION SW TOTAL:							\$16,300
08063460	Richland Creek at CR 0030, TX							
	Full Range Streamflow Station	QCONT	1	1.00	\$0	\$16,300		
	STATION SW TOTAL:							\$16,300
08063600	Lake Waxahachie near Waxahachie							
	Reservoir Elevation	RES-E	1	1.00	\$0	\$6,750		
	STATION SW TOTAL:							\$6,750
08063800	Waxahacie Creek near Bardwell, TX							
	Full Range Streamflow Station	QCONT	1	1.00	\$0	\$16,300		
	STATION SW TOTAL:							\$16,300
08064510	Halbert Lake near Corsicana, TX							
	Reservoir Elevation	RES-E	1	1.00	\$0	\$6,750		
	STATION SW TOTAL:							\$6,750
08064550	Richland-Chambers Reservoir near Kerens, TX							
	Reservoir Contents	RES-C	1	1.00	\$0	\$8,300		
	Rain Gage Station	RSTAD	1	1.00	\$0	\$1,500		
	Wind Speed and Direction	WIND	1	1.00	\$0	\$1,500		
	STATION SW TOTAL:							\$11,300

08064570	Trinity Rv at Hwy 287 nr Cayuga, TX							
	Full Range Streamflow Station	QCONT	1	1.00	\$0	\$16,300		
	STATION SW TOTAL:							\$16,300
	Streamflow Measurements Below Benbrook Waterworks							
	Streamflow Measurements Below the Water Supply Outlets	QMEAS	1	1.00	\$0	\$15,000		
	STATION SW TOTAL							\$15,000
	SURFACE WATER TOTAL							<u>\$33,750</u> <u>\$319,810</u> <u>\$353,560</u>

**003: WATER QUALITY PROGRAM**

8047050

	Mary's Creek at Benbrook, TX							
	O&M of 5-parameter Water-Quality Monitor T, SC, DO, pH, Turb.	WQMON5	1	1	\$0	\$39,600		
								\$39,600

08048000

	W. Fork Trinity River at Fort Worth, TX							
	O&M of 5-parameter Water-Quality Monitor T, SC, DO, pH, Turb.	WQMON5	1	1	\$0	\$39,600	\$39,600	
	WATER QUALITY TOTAL							<u>\$0</u> <u>\$79,200</u> <u>\$79,200</u>

PROJECT	USGS	TRWD	TOTAL
	FUNDS	FUNDS	COST
<b>001: SURFACE WATER</b>	\$33,750	\$319,810	\$353,560
<b>003: WATER QUALITY</b>	\$0	\$79,200	\$79,200
<b>GRAND TOTAL</b>	<u>\$33,750</u>	<u>\$399,010</u>	<u>\$432,760</u>

**TARRANT REGIONAL WATER DISTRICT**

**CONSENT AGENDA ITEM**

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Service Agreement with Canon Solutions America, Inc. for Multi-Function Center Devices

**FUNDING:** Fiscal Year 2024 General Fund - \$55,000 and Fiscal Year 2024 Revenue Fund - \$25,000

**RECOMMENDATION:**

Management recommends approval of a five year service agreement **in the amount \$32,148 annually** for a total of \$160,740 and a fixed per printed page supply expense with Canon Solutions America, Inc. for lease and maintenance services related to multi-function center devices.

**DISCUSSION:**

Multi-function center (MFC) devices provide the printing, scanning, faxing, and copying functions at each District office location. The proposed service agreement with Canon Solutions America, Inc. includes the equipment lease, supply, and maintenance services that ensure the devices are secure and in proper working order at a fixed cost over the next five years.

The service agreement includes 26 MFC devices.

Quantity	MFC Model	Cost per printed page	
		B&W	Color
19	Canon IRA DXC3930i	\$0.00693	\$0.04770
7	Canon ICX MF1538C	\$0.00981	\$0.08010

The vendor was selected through a cooperative bid process via OMNIA National 2023 pricing and was chosen based on the cost of services and ability to meet the service requirements across the entire District.

This item was reviewed by the Construction and Operations Committee on September 12, 2023.

**Submitted By:**

Travis Bird  
Director of Information Services

## TARRANT REGIONAL WATER DISTRICT

### CONSENT AGENDA ITEM

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Resolution Authorizing Tarrant Regional Water District's Bank Representatives for JPMorgan Chase Bank N.A.

**FUNDING:** N/A

#### **RECOMMENDATION:**

Management recommends adding Michael Miller, Treasury Manager, and Kathleen Ray, Purchasing Manager, as authorized bank representatives of the District with JPMorgan Chase Bank N.A.

#### **DISCUSSION:**

The current authorized bank representatives are Dan Buhman, General Manager, Robert Alan Thomas, Deputy General Manager, Sandra Newby, Chief Financial Officer, Carol Tackel, Chief Internal Auditor, Lisa Cabrera, Chief Human Resources Officer, and Jennifer Mitchell, Finance Director. Due to changes in roles and responsibilities, the resolution authorizing signers on the bank accounts needs to be updated. Management recommends adding Michael Miller, Treasury Manager and Kathleen Ray, Purchasing Manager to the authorized representatives and removing Lisa Cabrera, Chief Human Resources Officer, to reflect the current state in staffing and roles. This will allow for better segregation of duties as well as provide back-up staff in the event of an emergency.

This item was reviewed by the Finance and Audit Committee on September 13, 2023.

#### **Submitted By:**

Sandy Newby  
Chief Financial Officer

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

**WHEREAS**, TARRANT REGIONAL WATER DISTRICT (the District) is a conservation and reclamation district and political subdivision of the State of Texas created and existing by virtue of Article 16, Section 59 of the Texas Constitution and is a “public agency” and “public entity” as such terms are defined by the Texas Public Funds Collateral Act, Chapter 2257, Texas Government Code (the “Act”);

**WHEREAS**, the District entered into a Depository Services Agreement with JP Morgan Chase Bank, N.A. effective May 1, 2012, and the District may in the future enter into additional agreements for depository services (collectively, the “Agreements”);

**WHEREAS**, the Board can designate on one or more authorized representatives within the meaning of Texas Water Code Section 49.157 (the “Code Section”) for the purposes allowed under the Code Section; and

**WHEREAS**, the District wishes to update and designate the following persons as authorized representatives within the meaning of the Code Section for managing accounts and funds under the Agreements.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the following individuals whose names, titles, and specimen signatures appear below are hereby designated as authorized representatives within the meaning of Texas Water Code Section 49.157.

Signature: \_\_\_\_\_  
Printed Name: Dan Buhman  
Title: General Manager

Signature: \_\_\_\_\_  
Printed Name: Robert Alan Thomas  
Title: Deputy General Manager

Signature: \_\_\_\_\_  
Printed Name: Sandra Newby  
Title: Chief Financial Officer

Signature: \_\_\_\_\_  
Printed Name: Carol Tackel  
Title: Risk & Internal Audit Director



Signature: \_\_\_\_\_  
Printed Name: Jennifer Mitchell  
Title: Finance Director

Signature: \_\_\_\_\_  
Printed Name: Michael Miller  
Title: Treasury Manager

Signature: \_\_\_\_\_  
Printed Name: Kathleen Ray  
Title: Purchasing Manager

**IN WITNESS WHEREOF**, the undersigned have set their hands hereunto effective the 19<sup>th</sup> day of September, 2023.

**BY:**

\_\_\_\_\_  
Leah King  
President  
Board of Directors

**ATTEST:**

\_\_\_\_\_  
Mary Kelleher  
Secretary

**TARRANT REGIONAL WATER DISTRICT**

**CONSENT AGENDA ITEM**

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Resolution Authorizing Tarrant Regional Water District's Bank Representatives for PlainsCapital Bank

**FUNDING:** N/A

**RECOMMENDATION:**

Management recommends approval of Dan Buhman, General Manager, Robert Alan Thomas, Deputy General Manager, Sandra Newby, Chief Financial Officer, Carol Tackel, Chief Internal Auditor, Jennifer Mitchell, Finance Director, Michael Miller, Treasury Manager, and Kathleen Ray, Purchasing Manager as authorized representatives with PlainsCapital Bank.

**DISCUSSION:**

The Board approved PlainsCapital Bank as the District's secondary depository service provider on December 13, 2022. As part of that agreement, the Board must designate staff to be authorized representatives of the District with PlainsCapital Bank.

This item was reviewed by the Finance and Audit Committee on September 13, 2023.

**Submitted By:**

Sandy Newby  
Chief Financial Officer

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

**WHEREAS**, TARRANT REGIONAL WATER DISTRICT (the District) is a conservation and reclamation district and political subdivision of the State of Texas created and existing by virtue of Article 16, Section 59 of the Texas Constitution and is a “public agency” and “public entity” as such terms are defined by the Texas Public Funds Collateral Act, Chapter 2257, Texas Government Code (the “Act”);

**WHEREAS**, the District entered into a Depository Services Agreement with PlainsCapital Bank, N.A. effective June 7, 2023, and the District may in the future enter into additional agreements for depository services (collectively, the “Agreements”);

**WHEREAS**, the Board can designate on one or more authorized representatives within the meaning of Texas Water Code Section 49.157 (the “Code Section”) for the purposes allowed under the Code Section; and

**WHEREAS**, the District wishes to update and designate the following persons as authorized representatives within the meaning of the Code Section for managing accounts and funds under the Agreements.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the following individuals whose names, titles, and specimen signatures appear below are hereby designated as authorized representatives within the meaning of Texas Water Code Section 49.157.

Signature: \_\_\_\_\_  
Printed Name: Dan Buhman  
Title: General Manager

Signature: \_\_\_\_\_  
Printed Name: Robert Alan Thomas  
Title: Deputy General Manager

Signature: \_\_\_\_\_  
Printed Name: Sandra Newby  
Title: Chief Financial Officer

Signature: \_\_\_\_\_  
Printed Name: Carol Tackel  
Title: Chief Internal Auditor

Signature: \_\_\_\_\_  
Printed Name: Jennifer Mitchell  
Title: Finance Director

Signature: \_\_\_\_\_  
Printed Name: Michael Miller  
Title: Treasury Manager

Signature: \_\_\_\_\_  
Printed Name: Kathleen Ray  
Title: Purchasing Manager

**IN WITNESS WHEREOF**, the undersigned have set their hands hereunto effective the 19<sup>th</sup> day of September, 2023.

**BY:**

\_\_\_\_\_  
Leah King  
President  
Board of Directors

**ATTEST:**

\_\_\_\_\_  
Mary Kelleher  
Secretary

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 9

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Raw Water Contract Renewal with Texas Water Utilities, L.P.

**FUNDING:** N/A

#### **RECOMMENDATION:**

Management recommends approval of the proposed raw water supply contract renewal with Texas Water Utilities, L.P., to increase the annual not-to-exceed volume by 0.57 MGD (from 0.91 MGD to 1.48 MGD).

#### **DISCUSSION:**

Texas Water Utilities, L.P. is an existing District municipal customer on Cedar Creek Reservoir. On November 20, 2003, an initial contract between Tecon Water Company and the District was executed (2003 Contract). On July, 14, 2004, Tecon Water Company's stock was sold to Southwest Water Company and the Tecon name was changed to Monarch Utilities I, L.P. As of April 22, 2022, Monarch Utilities I, L.P. changed its business name to Texas Water Utilities, L.P. (TWU). TWU has three intakes in Cedar Creek Reservoir, each associated with a specific subdivision: Beachwood Estates, Cherokee Shores, and Carolynn Estates.

The 2003 Contract authorized an annual diversion volume of between 0.46 MGD and 0.91 MGD of water at a maximum diversion rate of 1400 gallons per minute (GPM) from Cedar Creek Reservoir. Based on existing and projected development and growth in their service area, TWU anticipates that they will need a larger volume of water from the District than what is currently authorized. They have requested to increase the annual not-to-exceed volume by 0.57 MGD (from 0.91 MGD to 1.48 MGD), as well as to increase their maximum diversion rate from 1400 GPM to 6100 GPM. The request was evaluated by District staff and found to be justified, and the District's current supplies are sufficient to support this increase. The buy-in premium for the additional 0.57 MGD will be \$909,211. The new contract term will be 30 years from the date of execution.

This item was reviewed by the Construction and Operations Committee on September 15, 2023.

#### **Submitted By:**

Zachary Huff  
Water Resources Engineering Director

**Tarrant Regional Water District  
Additional Party Raw Water Supply Contract  
Municipal**

**TEXAS WATER UTILITIES, L.P.  
CEDAR CREEK RESERVOIR**

**TABLE OF CONTENTS**

RECITALS ..... 1

AGREEMENT ..... 3

SECTION 1. Amendatory Contract..... 3

SECTION 2. Permits for Construction ..... 3

SECTION 3. Term. .... 3

SECTION 4. Volume..... 4

SECTION 5. Point(s) of Delivery..... 4

SECTION 6. Facilities for Diverting Water. .... 5

SECTION 7. Purpose and Place of Use..... 6

SECTION 8. Losses..... 6

SECTION 9. Texas Commission on Environmental Quality Rules. .... 7

SECTION 10. Regulatory Requirements..... 7

SECTION 11. Water Conservation Plans..... 8

SECTION 12. Water Quality..... 8

SECTION 13. Wastewater Treatment ..... 9

SECTION 14. Payments by Purchaser. .... 11

    A. Buy-in Premium. .... 11

    B. Determination of Annual Payment. .... 12

    C. Minimum Amount ..... 12

    D. Determination of Adjusted Annual Payment..... 12

    E. Dispute..... 13

SECTION 15. Rate. .... 14

SECTION 16. Measurement..... 15

SECTION 17. Source and Adequacy of Supply..... 17

SECTION 18. Additional Source of Supply..... 18

SECTION 19. Pledge of Revenue ..... 19

SECTION 20. Raw Water Quality..... 20

SECTION 21. Return Flows..... 20

SECTION 22. Title. .... 22

SECTION 23. Other Charges. .... 22

SECTION 24. Default in Payments..... 22

SECTION 25. Termination.....	23
SECTION 26. Waiver and Agreement. ....	23
SECTION 27. Remedies.....	24
SECTION 28. Indemnity. ....	24
SECTION 29. Force Majeure. ....	25
SECTION 30. Non-Assignability.....	26
SECTION 31. No Third-Party Beneficiaries. ....	26
SECTION 32. Relationship of the Parties. ....	26
SECTION 33. Sole Agreement.....	27
SECTION 34. Severability. ....	27
SECTION 35. Notices. ....	27
SECTION 36. Place of Performance. ....	28
SECTION 37. Approval of Contracts.....	28
SECTION 38. Duplicate Originals. ....	28
Exhibit 1. Location of Point(s) of Delivery .....	30
Exhibit 2a. Location Map of Service Area .....	31
Exhibit 2b. Location Map of Service Area .....	32
Exhibit 2c. Location Map of Service Area .....	33
Exhibit 3. Authorization to Execute on Behalf of Purchaser.....	34



**THE STATE OF TEXAS**  
**COUNTY OF TARRANT**

§  
§  
§

**ADDITIONAL PARTY  
MUNICIPAL  
RAW WATER SUPPLY  
CONTRACT**

This Additional Party Raw Water Supply Contract ("Agreement") is made and entered into by and between **TARRANT REGIONAL WATER DISTRICT**, a Water Control and Improvement District ("District"), a conservation and reclamation district and political subdivision of the State of Texas, and **TEXAS WATER UTILITIES, L.P.** ("Purchaser"), a Texas limited partnership of which Texas Water Services Group, LLC is the sole general partner.

**RECITALS**

1. District owns or has the right to use water from Richland-Chambers Reservoir, Cedar Creek Reservoir, Benbrook Reservoir, Eagle Mountain Lake, Lake Worth, Lake Arlington, and Lake Bridgeport (collectively defined as the "System") and may sell water from the System subject to the contract between District and the City of Fort Worth, City of Arlington, City of Mansfield, and Trinity River Authority of Texas, dated September 1, 1982 ("Amendatory Contract"). For purposes of this Agreement, the "Project" is defined as CEDAR CREEK LAKE and the sale of water to Purchaser, in addition to being subject to the Amendatory Contract, is also subject to the provisions of Certificate of Adjudication Number(s) 08-4976. Purchaser wants to purchase, and District is willing to sell, raw water from the Project subject to the terms and conditions of this Agreement.
2. Purchaser will divert water from the Project, subject to all applicable rules and regulations of District and state and federal agencies.

3. On April 22, 2022, the District received notice that MONARCH UTILITIES I L.P., formerly SOUTHWEST WATER UTILITIES, formerly TECON, has changed its business name to TEXAS WATER UTILITIES, L.P. TEXAS WATER UTILITIES, L.P. is subject to and assumes all the duties, rights, and responsibilities under any and all contracts, correspondence, and supplemental documents between TRWD and the previously named MONARCH UTILITIES I L.P., formerly SOUTHWEST WATER UTILITIES, formerly TECON.
4. Purchaser has an existing raw water supply contract with District that authorizes diversion of water between 510 acre feet and 1020 acre feet of water per year. Purchaser desires to purchase an additional 636 acre feet per year of raw water from District and this agreement will establish an Annual Allowable Maximum Volume of 1656 acre feet per year.
5. Purchaser has an existing raw water supply contract with District that authorizes a Maximum Diversion Rate of 1400 gallons per minute. Purchaser desires to increase the Maximum Diversion Rate to 6100 gallons per minute.
6. Purchaser has an existing raw water supply contract with District that identifies a Minimum Volume of 510 acre feet of water per year (0.455MGD). The Minimum Volume will remain at 510 acre feet of water per year (0.455MGD).
7. Purchaser has an existing raw water supply contract with District that identifies a Term of 30 years. This agreement will establish a new Term of 30 years effective as of the date of execution by the District's authorized representative.
8. An Additional Party Contract-Municipal which increases the Volume Maximum will include a Buy-in Premium as established in Section 14. A. of this agreement.

# **AGREEMENT**

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, District and Purchaser agree as follows:

## **SECTION 1. AMENDATORY CONTRACT**

This Agreement is entered into pursuant to Section 3(B) (a) of the Amendatory Contract, and the rights and obligations of District and Purchaser under this Agreement shall be subject to, and be interpreted consistent with, the terms and conditions of the Amendatory Contract. The Amendatory Contract is incorporated into this Agreement by reference as if quoted verbatim in this section. The Initial Contracting Parties (as identified in the Amendatory Contract) shall, within the limits permitted by law, have absolute priority over Purchaser's right to purchase water from District in accordance with this Agreement.

## **SECTION 2. PERMITS FOR CONSTRUCTION**

Purchaser may have to obtain federal, state, and local permits or easements to construct and maintain, at Purchaser's expense, a raw water intake structure. It is Purchaser's responsibility to obtain and comply with any such permit or easement. Failure to obtain or comply with such permit or easement under this section may, at District's sole discretion, be grounds for terminating this Agreement without liability to Purchaser. Purchaser specifically recognizes that it will have to apply for and be granted a permit or easement to construct and maintain a raw water intake structure on land and water owned and controlled by District. When granted by District, this permit will be incorporated into this Agreement by reference as if quoted verbatim in this section.

## **SECTION 3. TERM.**

This Agreement shall be effective on the date it is signed by District's authorized representative ("Effective Date"), as shown on the signature page of this Agreement, and shall

continue in effect for a period of 30 years from the Effective Date unless this Agreement is terminated sooner because the Amendatory Contract is terminated, District and Purchaser both agree to terminate this Agreement, or this Agreement is terminated pursuant to its terms.

**SECTION 4. VOLUME.**

Subject to the limitations and conditions described in this Agreement, the Amendatory Contract, and Certificate(s) of Adjudication No. 08-4976, District agrees to sell Purchaser raw water from the Project at the Point(s) of Delivery described in this Agreement. The volume of water actually purchased depends upon Purchaser's demand, but the average volume to be furnished during the first year in which Purchaser takes water is estimated to be 510 acre-feet per year. Based upon past usage and future projections, the average quantity of water to be furnished in succeeding years is estimated to be 510 acre-feet per year to 1656 acre-feet per year. Purchaser may not divert more than 1656 acre-feet in an Annual Payment Period as defined in Section 14, without prior written approval of District.

**SECTION 5. POINT(S) OF DELIVERY.**

Purchasers's raw water will be delivered from the Project at the Point of Delivery herein established. A vicinity map showing the Point of Delivery is attached as Exhibit 1 to this Agreement. Purchaser shall provide the location of the Point of Delivery in Digital Format, which for purposes of this Agreement means in GIS format (shapefile, geodatabase) or Google Earth format (KMZ, KML), projected to the following Tarrant Regional Water District data standards: Projection: Lambert Conformal Conic, Coordinate System: Texas State Plane, Zone 5351, Units: Feet, Datum: NAD83. The diversion shall be accomplished by facilities with a maximum combined diversion rate of 6100 gallons per minute. Purchaser shall provide, at Purchaser's expense, the facilities required to divert and transport raw water to Purchaser's place of treatment and/or use. If Purchaser adds or changes location of a Point of Delivery, Purchaser shall deliver

to District the location of the additional or relocated Point of Delivery in Digital Format and on a reproducible vicinity map with a graphic description of the location of the additional or relocated Point of Delivery which shall be attached to this Agreement, and, subject to District's written approval, this Agreement will be modified by attaching the map to this Agreement as an exhibit. Upon filing this Agreement, as modified, with the Texas Commission on Environmental Quality or its successor agency ("Commission"), the modification shall become effective upon regulatory approval of the location of the additional or relocated Point of Delivery.

#### **SECTION 6. FACILITIES FOR DIVERTING WATER.**

All facilities required for the taking of water under this Agreement from a watercourse or District reservoir shall be appropriately marked and lighted in the interest of the safety of persons using the watercourse or reservoir surface or shore. The detailed plans and specifications for such facilities shall be submitted to District and approved by District in writing before such facilities are installed, and any changes thereafter made in the nature, type, or location of such facilities shall be made only after District's prior written approval. In addition, Purchaser shall provide plans and specifications to District in Digital Format.

All facilities and property of Purchaser used by Purchaser or relating to the use or diversion of the water contemplated by this Agreement are subject to water damage by reason of their location near a raw water transmission system owned or used by District. Purchaser acknowledges the possibility of water damage and assumes the risk of such an occurrence. Purchaser will hold District harmless for any claims asserted by Purchaser or by others growing out of the operation by Purchaser of the facilities used and employed by it in connection with this Agreement.

Purchaser agrees that its use of the facilities to be constructed under this Agreement, if any, and its operations under this Agreement shall not cause or in any way result in the pollution of

reservoirs and other water bodies within District Watersheds. District Watersheds are defined as areas that drain, either directly or indirectly, into a reservoir owned, controlled, or used by District, or watercourses that are used by District in providing water to its customers. Purchaser agrees to correct any practice of Purchaser which District deems likely to result in such pollution within thirty (30) days from the receipt by Purchaser of written notice from District to do so.

**SECTION 7. PURPOSE AND PLACE OF USE.**

Purchaser shall use raw water purchased from District under this Agreement for municipal purposes only and within the area served by Purchaser's municipal water system, which area is shown by the vicinity map attached as Exhibit 2 to this Agreement. In addition, Purchaser shall provide District the information regarding Purchaser's service area in Digital Format.

If Purchaser wishes to extend its municipal water system service area, Purchaser shall deliver to District a reproducible vicinity map that shows the proposed added territory. Upon approval by the District, this Agreement will be modified by attaching the map to this Agreement as an exhibit. Upon filing this Agreement, as modified, with the Commission, and providing District the changed information in Digital Format, Purchaser may use the water within the added territory.

**SECTION 8. LOSSES.**

If Purchaser's diversion, now or in the future, requires a release of water from a District reservoir or pipeline, District agrees to bear the cost of transportation and evapotranspiration losses incident to the downstream sale of water from the reservoir or pipeline to Purchaser's point of diversion of water.

**SECTION 9. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
RULES.**

The effectiveness of this Agreement is dependent upon District and Purchaser complying with the rules of the Commission, specifically including the rules codified as Texas Administrative Code, Title 30, §§ 295.101 and 297.101-.108 as of the Effective Date of this Agreement. Purchaser will file a signed copy of this Agreement with the Executive Director of the Commission as required by the rules of the Commission. Purchaser may continue diverting raw water from the Project unless Purchaser has received written notification from the Commission that a copy of this Agreement has been received by the Commission but not accepted for filing. If this Agreement was not accepted for filing by the Commission, Purchaser will notify District within ten (10) business days. Purchaser shall submit written reports annually to the Commission, with a copy to District, on forms provided by the Commission, indicating the total amount of water taken under this Agreement each month. Purchaser also shall submit to District written reports each month indicating the total amount of water diverted under this Agreement each month.

**SECTION 10. REGULATORY REQUIREMENTS.**

This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation in any forum having jurisdiction, and District and Purchaser each agree to make a good faith effort to support proposed laws and regulations which would be consistent with the performance of this Agreement in accordance with its terms.

## **SECTION 11. WATER CONSERVATION PLANS.**

Purchaser shall cooperate with and assist District in its efforts to develop and implement plans, programs, and rules to develop water resources and to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water, or increase the recycling and reuse of water. District's obligations under this Agreement shall be subject to Purchaser preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by District and required or approved by the Commission, the Texas Water Development Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Prior to the execution of this agreement, Purchaser shall submit to the District its approved water conservation plan or water conservation measures and update the water conservation plan every five years in accordance with Commission guidelines or more often as requested in writing by the District.

If District authorizes Purchaser to resell District water, Purchaser shall require through a contract condition that any successive user of District water must implement water conservation measures that comply with the State's, District's, and Purchaser's water conservation plans, programs, and rules.

## **SECTION 12. WATER QUALITY.**

Purchaser shall cooperate with and assist District in its efforts to develop and implement plans, programs, and rules to maintain and improve the quality of the water flowing into or impounded within reservoirs owned or used by District; to maintain the existing uses of the water impounded in reservoirs owned or used by District for public water supply, contact recreation, and high quality aquatic habitat; and to decrease the effects of eutrophication and siltation upon the



storage capacity and uses of reservoirs owned or used by District. Such plans, programs, and rules may include, but are not limited to, matters involving water conservation; water quality; construction, operation, and regulation of wastewater collection, treatment, and disposal facilities; siting and operation of solid waste transfer and disposal facilities; non-point source pollution control; generation, storage, transportation, and disposal of hazardous substances; sedimentation due to construction activities; improper farming practices; and highly erodible soil.

Purchaser agrees that, in areas within its jurisdiction, it will require and enforce compliance with Commission rules relating to Construction Standards for On-Site Sewage Facilities found in 30 TEX. ADMIN. CODE Chapter 285. Purchaser further agrees to require and enforce compliance with any stricter standards that may be imposed by any other applicable state or federal laws or regulations.

### **SECTION 13. WASTEWATER TREATMENT**

By signing this Agreement, Purchaser stipulates and agrees that District is potentially aggrieved or affected by any actions taken by Purchaser relating to the collection, treatment, and disposal of wastewater. If Purchaser proposes to renew, modify, or amend its permit(s), if any, or obtain additional or new permit(s) which authorize the construction of wastewater treatment facilities or the disposal of treated effluent, Purchaser shall inform District of Purchaser's plans and provide District with a comprehensive assessment of the individual and cumulative effect of Purchaser's proposed activities on surface water and groundwater quality and such additional information as District may reasonably require. Purchaser shall provide notice of its proposed plans to District at least sixty (60) days before Purchaser submits an application to the Commission or other regulatory authority.

District may terminate this Agreement, without liability to Purchaser, if Purchaser seeks or obtains authorization from the Commission or other regulatory authority to discharge effluent which contains concentrations of biochemical oxygen demand (5-day), total suspended solids, ammonia-nitrogen, or other regulated constituents, that are in excess of the concentrations allowed by Purchaser's most stringent permit as of the Effective Date of this Agreement. This right of termination also applies if Purchaser seeks authorization to discharge effluent with concentrations of dissolved oxygen or disinfectant in amounts less than the concentrations allowed by Purchaser's most stringent permit as of the Effective Date of this Agreement. District also may terminate this Agreement, without liability to Purchaser, if a court, or federal or state regulatory authority with jurisdiction to regulate Purchaser's collection, treatment, and disposal of wastewater within a District watershed enters an order of any type which includes an express or implied finding that Purchaser violated applicable statutes, rules, orders, or permits for a period of four (4) months or for a shorter period if the noncompliance causes an actual or potential hazard to public health and safety or severe adverse impact on or to the uses of a receiving stream or of groundwater.

By signing this Agreement, Purchaser consents and authorizes District's employees or agents exhibiting proper credentials to enter upon Purchaser's premises or other premises under the control of Purchaser where an effluent source is located or in which any records are required to be kept under the terms and conditions of Purchaser's permit or the Commission's (or any successor agency) rules, at any reasonable times, at District's sole cost and expense and with reasonable advanced notice to Purchaser, to copy any records required to be kept under the terms and conditions of Purchaser's permit or the Commission's (or any successor agency) rules, to inspect any monitoring equipment or monitoring method required in Purchaser's permit or the Commission's (or any successor agency) rules, to sample any discharge, and to perform an

enforcement and/or operation and maintenance inspection of Purchaser's facility or facilities; provided however, that the authorization in this section only applies as it relates to the purposes of this agreement.

Contemporaneously with the filing by Purchaser of any notifications, self-reporting data, sludge disposal records, or other records and reports required by the rules, orders, or permits of the Commission, Purchaser shall deliver a copy of the signed document to District.

Purchaser shall install and maintain adequate safeguards to prevent the discharge of untreated or inadequately treated wastewater from its collection, treatment, and disposal facilities during electrical power failures and equipment failures or repairs by means of alternate power sources, standby generators, adequate spare parts, or retention facilities.

#### **SECTION 14. PAYMENTS BY PURCHASER.**

As consideration for the water supply to be provided to Purchaser under this Agreement, Purchaser agrees to pay District, at the time and in the manner provided by this Agreement, Purchaser's proportionate share of District's Annual Requirement as determined under the Amendatory Contract. Purchaser's proportionate share shall equal Purchaser's Annual Payment after adjustment, as described below. Purchaser's Annual Payment shall be calculated as follows:

##### **A. Buy-in Premium.**

Purchaser shall pay directly to District, a one-time sum of \$909,211.42 within sixty (60) days after the execution of this agreement for an additional annual supply of 0.568 MGD or 636 acre-feet, in accordance with Section 4 of this agreement. The Buy-in Premium is the Purchaser's proportionate share of District's Annual Requirement as determined under the Amendatory Contract.

**B. Determination of Annual Payment.**

The term "Annual Payment" means the amount of money to be paid to District by Purchaser during each Annual Payment Period as defined in the Amendatory Contract. An Annual Payment Period is from October 1 until September 30 of the following year. Purchaser shall make monthly payments based on actual raw water usage multiplied by the District's Standard Rate as defined in Section 15 herein, in effect on the first (1st) day of the applicable Annual Payment Period. Payment and a report of the amount of water used are due by the tenth (10th) day of the following month. For example, water usage for the month of January should be submitted no later than February 10<sup>th</sup>.

**C. Minimum Amount**

For the purpose of calculating the minimum amount of each Annual Requirement for which Purchaser is unconditionally liable, without offset or counterclaim related to this agreement, Purchaser during each Annual Payment Period shall be deemed to have taken and used the minimum annual average daily amount of Project water (regardless of whether or not such amount is or was actually taken or used) specified for Purchaser as follows:

Beginning on Effective Date of the Agreement, and during each Annual Payment Period thereafter, an amount for Purchaser, expressed in MGD, equal to the greater of:

- a. 510 acre feet of water per year (0.455MGD), or
- b. the average annual MGD use actually taken from the Project by Purchaser during the period of the immediately preceding five (5) consecutive Annual Payment Periods.

**D. Determination of Adjusted Annual Payment.**

The term "Adjusted Annual Payment" means the Annual Payment, as adjusted during or after each Annual Payment Period, as provided by this Agreement. At the close of each Annual

Payment Period, District shall determine, with the cooperation of and review by Purchaser, the actual amount of water diverted and used by Purchaser during the Annual Payment Period. District shall calculate Purchaser's Adjusted Annual Payment by multiplying District's audited Standard Rate applicable to the Annual Payment Period in accordance with this Agreement times the greater of either:

- I. the actual amount of water diverted and used from the Project expressed in thousands of gallons; or
- II. Purchaser's minimum amount of water applicable during the Annual Payment Period as determined in accordance with this Agreement, expressed in thousands of gallons.

The difference, if any, between the Annual Payment paid by Purchaser during the Annual Payment Period and the Adjusted Annual Payment, when determined, shall be applied as a credit or debit to Purchaser's account with District and shall be credited or debited in one-twelfth (1/12th) increments to Purchaser's next twelve (12) monthly payments, or as otherwise agreed upon between District and Purchaser, provided that the total amount of the credit or debit shall be made within the next twelve (12) months.

**E. Dispute.**

If Purchaser at any time disputes the amount to be paid by it to District, Purchaser shall nevertheless promptly make the disputed payment or payments, but if it is subsequently determined by agreement or court decision that the disputed amount paid by Purchaser should have been less or more, District shall promptly revise and reallocate Purchaser's Annual Payment in a manner that Purchaser or District will recover the amount due.

If a court, the Commission, or any federal or state regulatory authority finds that District's rates or policies for delivering water to Purchaser under this Agreement are unreasonable or

otherwise unenforceable, District has the option to terminate this Agreement without liability to purchaser, provided however the District shall inform Purchaser in advance of termination and the parties shall cooperate in good faith to agree on a reasonable adjustment so that the Purchaser has continued access to water, with the understanding that such an adjustment may not be possible in light of the aforementioned finding. By signing this Agreement, Purchaser stipulates and agrees that District and its other customers will be prejudiced if Purchaser avoids the obligation to pay the rates for water specified in this Agreement while accepting the benefits of obtaining water from District. Nothing in this Agreement shall be construed as constituting an undertaking by District to furnish water to Purchaser except pursuant to the terms of this Agreement. If Purchaser initiates or participates in any proceeding regarding District's rates and policies under this Agreement and advocates a position that is adverse to District and District prevails, Purchaser shall pay District for its expenses, including attorneys' fees, in the proceeding within fifteen (15) days after District's demand for payment. Purchaser stipulates and agrees that the rates and policies specified in this Agreement are just, reasonable, and without discrimination.

#### **SECTION 15. RATE.**

Pursuant to the Amendatory Contract and the discussion below, Purchaser specifically agrees to pay the rate per 1,000 gallons (U.S. Standard Liquid Measure) of water equal to District's Standard Rate, which for any given year shall be the rate charged by District to the Initial Contracting Parties for water sales in effect on the first (1st) day of such year pursuant to Section 4 of the Amendatory Contract.

Failure to pay any payment due District shall be sufficient grounds for District to exercise any remedy available to District under this Agreement, provided however that District shall first

provide notice of any payment delinquency to Purchaser and allow Purchaser ten (10) business days to cure such payment delinquency.

**SECTION 16. MEASUREMENT.**

Purchaser shall provide, operate, maintain, and read meters which shall record water taken by Purchaser from District at Purchaser's Diversion Point(s). Water shall be measured through conventional types of approved meter(s). Purchaser shall provide for District's approval the plans and specifications of the metering equipment and the method for determining the amount of water diverted from the Project for Purchaser's use. Purchaser shall keep accurate records of all measurements of water required under this Agreement, and the measuring device(s) and such records shall be open for District inspection at all reasonable times at District's sole cost and expense and with reasonable advanced notice provided to Purchaser. District shall have access to Purchaser's metering equipment at all reasonable times at District's sole cost and expense. This access shall include authorization for District to install, inspect, adjust, or test measuring and recording equipment at District's sole cost and expense. Upon written request of District, Purchaser will give District copies of such records or permit District to have access to the same in Purchaser's office during reasonable business hours at District's sole cost and expense. If requested in writing by District and not more than once in each calendar month, on a date as near the end of such calendar month as practical, Purchaser shall calibrate its raw water meter(s) in the presence of a District representative, and District and Purchaser shall jointly observe any adjustments that shall be necessary. If District shall in writing request Purchaser to calibrate its raw water meter(s), Purchaser shall give District notice of the time when any such calibration is to be made and, if a representative of District is not present at the time set, Purchaser may proceed with the calibration and adjustment in the absence of any representative of District.

If, upon any test of the raw water meter(s), the percentage of inaccuracy of such metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then registration thereof shall be corrected for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If any meter(s) are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meter(s) are out of service or out of repair shall be estimated and agreed upon by District and Purchaser upon the basis of the best data available, and, upon written request by District, Purchaser shall install new meter(s) or repair existing meter(s) within a reasonable time not to exceed one hundred eighty (180) days. Upon Purchaser's refusal to install new meter(s) or repair existing meter(s) or after one hundred eighty (180) days following District's request to do so, District, at its option, may install new meters or repair existing meters at Purchaser's cost. District shall recover its cost of labor and materials by billing Purchaser in twelve (12) equal monthly installments on or before the tenth (10th) day of each month. If District and Purchaser fail to agree on the amount of water delivered during such period, the amount of water delivered may be estimated by:

(a) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or

(b) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.



All books and records pertaining to this Agreement shall be open and available for copying, inspection, and audit by District during reasonable business hours and at District's sole cost and expense and with reasonable advanced notice provided to Purchaser.

**SECTION 17. SOURCE AND ADEQUACY OF SUPPLY.**

Water supplied by District to Purchaser under this Agreement shall be water stored by District in the Project and from no other source, unless District, at its sole discretion, decides to supply water from another source available to District. District will use its best efforts to remain in a position to furnish raw water sufficient for the reasonable demands of Purchaser. District's agreement to provide water to Purchaser shall not be deemed a guarantee on District's part that any particular quantity of water will be available, and the quantity of water taken shall at all times be subject to the right of District to reduce said quantity of water as District, in its sole judgment, may deem necessary in order to meet District's commitments under the Amendatory Contract, comply with any order of any court or administrative body having appropriate jurisdiction, reduce flooding, or prevent injury.

District has adopted a Water Conservation and Emergency Demand Management Plan. With respect to water provided to Purchaser under this Agreement, if Purchaser fails to implement District's and its own emergency demand management plans when trigger conditions occur, District's General Manager is authorized to institute rationing pursuant to the Amendatory Contract and any other applicable wholesale water contracts, including this Agreement, as well as to enforce any contractual, statutory, or common law remedies available to District necessary to protect the public welfare. District water made available to Purchaser when Purchaser is not in compliance with District's Water Conservation and Emergency Demand Management Plan will be reduced to the amount of water that District's General Manager estimates would be necessary to satisfy

Purchaser's demand if Purchaser was operating in compliance with both District's and Purchaser's emergency demand management plans.

District's rights to maintain and operate the reservoirs owned or used by District and its water transportation facilities and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent District may see fit is recognized by Purchaser, and, except as otherwise provided herein, there shall be no obligation hereunder upon District to release or not to release any impounded waters at any time or to maintain any waters at any specified level.

#### **SECTION 18. ADDITIONAL SOURCE OF SUPPLY**

If, at any time during the term of this Agreement, the District is or will become unable to supply all of the raw water requirements of Purchaser for any reason, and Purchaser determines that it is necessary to procure or use raw water from sources other than the District, then Purchaser shall give written notice to District of its intention and desire to procure raw water from sources other than District. Within thirty (30) days of the receipt by District of such written notice, District shall advise Purchaser in writing whether it agrees that Purchaser should procure raw water from sources other than District. In the event that District agrees that it is necessary for Purchaser to procure raw water from other sources, Purchaser may proceed to procure such raw water from other sources at its sole cost, and without any liability for damages accruing in favor of or against District by reason thereof. If Purchaser procures water additional to that supplied by District under this Agreement, then Purchaser shall nevertheless continue to take from District and pay for all raw water thereafter available to Purchaser from the Project up to the full raw water requirements of Purchaser. If District disagrees with Purchaser's written notice concerning the adequacy of the supply of raw water to be furnished by District, then District, within said thirty (30) day period,

shall so advise Purchaser and the Customer Advisory Committee (a body created under the Amendatory Contract), and thereafter the Advisory Committee shall make its recommendations to the parties within sixty (60) days after receipt of such notice. Purchaser shall at all times have the right to secure water from any possible source in an emergency when District is unable to deliver water from the Project for reasons described in the force majeure clause of this Agreement.

### **SECTION 19. PLEDGE OF REVENUE**

Purchaser represents and covenants that all payments to be made by it under this Agreement shall constitute reasonable and necessary "operating expenses" of its system as defined in TEX. GOV'T. CODE ANN. §§ 1502.056-.058 (Vernon 2000), and that all such payments will be made from the revenues of its water system. Purchaser represents and has determined that the water supply to be obtained from the Project is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of water. Accordingly, all payments required by this Agreement to be made by Purchaser shall constitute reasonable and necessary operating expenses of Purchaser's system or systems as described above, and the obligation to make such payments from revenues of such system or systems shall have priority over any obligation to make any payments from such revenues, whether of principal, interest, or both, with respect to all bonds heretofore or hereafter issued by Purchaser.

Purchaser agrees throughout the term of this Agreement to continuously operate and maintain its water system and to fix and collect such rates and charges for water services to be supplied by its water system as will produce revenues in an amount equal to at least (i) all of its payments under this Agreement and (ii) all other amounts as required by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding.

Unless otherwise specifically provided in writing by subsequent agreement between District and Purchaser, District shall never have the right to demand payment by Purchaser of any obligation assumed or imposed on it under this Agreement from funds raised or to be raised by taxation, it being expressly understood by District and Purchaser that all payments due by Purchaser are to be made from the revenues and income received by Purchaser from the ownership and operation of its water system.

**SECTION 20. RAW WATER QUALITY.**

THE WATER WHICH DISTRICT OFFERS TO SELL TO PURCHASER IS NON-POTABLE, RAW, AND UNTREATED. PURCHASER HAS SATISFIED ITSELF THAT SUCH WATER IS SUITABLE FOR ITS NEEDS. DISTRICT EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE QUALITY OF THE RAW WATER OR SUITABILITY OF THE RAW WATER FOR ITS INTENDED PURPOSE. DISTRICT EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS. PURCHASER AGREES THAT ANY VARIATION IN THE QUALITY OR CHARACTERISTICS OF THE RAW WATER OFFERED FOR SALE AS PROVIDED BY THIS AGREEMENT SHALL NOT ENTITLE PURCHASER TO AVOID OR LIMIT ITS OBLIGATION TO MAKE PAYMENTS PROVIDED FOR BY THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT.

**SECTION 21. RETURN FLOWS.**

Purchaser acknowledges that some of the water supplied to it by District may be returned to watercourses in the Trinity River Basin as return flows, which for purposes of this Agreement, are termed System Return Flows. District and Purchaser believe that the most economical means for meeting some of the future demands of District's customers may involve the use of return flows to extend or enhance the yield of the System. In this regard, District will, with Purchaser's

cooperation, study the potential benefits to the System that can be realized through the use of return flows. In anticipation that District will determine that use of return flows is both feasible and economical, Purchaser agrees that other than for purposes of liability, title to all system water remains in District. Purchaser agrees that District has the right, subsequent to Purchaser's use of System water, to make whatever reuse of the System Return Flows water District deems desirable. Purchaser will receive no compensation, credit, or offset for making System Return Flows available to District.

To the extent that Purchaser resells Project water to others, Purchaser shall include language in any contract for resale of Project water assigning System Return Flows to the District and requiring cooperation with the District in making System Return Flows available to District. Similarly, to the extent that Purchaser does not treat its wastewater, Purchaser shall include language in any wastewater treatment contract assigning System Return Flows to District and requiring cooperation with District in making System Return Flows available to District. Neither Purchaser nor its customers will be entitled to consideration or credit of any type, either in exchange of water, money, or other consideration, for the System Return Flow assigned back to the District.

Use of System Return Flows by Purchaser initiated prior to the effective date of this Agreement are exempt from this section provided Purchaser provides the District with plans and specifications of the existing reuse project and any other information reasonably requested by the District within ninety days of the effective date of this Agreement. If Purchaser proposes to engage in a new reuse project using System Return Flows, it shall provide the District with sufficient information to allow the District to evaluate whether the proposed reuse project will significantly increase the water rate for District customers or decrease the yield of the District Reuse Project.

Subsequent to evaluation by the District, the project will be approved by the District unless the District determines that the project will increase the District's water rates or decrease the yield of the District Reuse Project without a corresponding decrease in the demand for raw water from the District.

**SECTION 22. TITLE.**

Title for liability purposes to all water supplied hereunder to Purchaser shall be in District up to the Point(s) of Delivery, at which point title for liability purposes shall pass to Purchaser. While title for liability purposes remains in a party, that party hereby agrees to save and hold the other party harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of said water.

**SECTION 23. OTHER CHARGES.**

In the event that any sales or use taxes, or taxes, assessments, or charges of any similar nature, are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the water received by Purchaser from the Project, the amount of the tax, assessment, or charge shall be borne by Purchaser, in addition to all other charges, and whenever District shall be required to pay, collect, or remit any tax, assessment, or charge on water received by Purchaser, then Purchaser shall promptly pay or reimburse District for the tax, assessment, or charge in the manner directed by District.

**SECTION 24. DEFAULT IN PAYMENTS.**

All amounts due and owing to District by Purchaser shall, if not paid when due, bear interest at the Texas post-judgment interest rate set out in TEX. FIN. CODE ANN. § 304.003 (Vernon Supp. 2002), or any successor statute, from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate permitted by law. If any amount due and owing by Purchaser to District is placed with an attorney for collection, Purchaser shall pay to District,

in addition to all other payments provided for by this Agreement, including interest, District's collection expenses, including court costs and attorneys' fees. District shall, to the extent permitted by law, suspend delivery of water from the Project to Purchaser if Purchaser remains delinquent in any payments due hereunder for a period of sixty (60) days and shall not resume delivery of water while Purchaser is so delinquent and may, at its option, terminate this Agreement without further liability to Purchaser after such sixty days. District shall pursue all legal remedies against Purchaser to enforce and protect the rights of District, District customers, and the holders of District's bonds. It is understood that the foregoing provisions are for the benefit of the holders of District's bonds.

**SECTION 25. TERMINATION.**

If District decides to terminate this Agreement as provided by this Agreement, District shall deliver written notice of the decision to Purchaser. Purchaser shall discontinue taking water from District or its facilities and physically seal Purchaser's diversion facilities within one hundred eighty (180) days after District delivers written notice to Purchaser.

**SECTION 26. WAIVER AND AGREEMENT.**

Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by District or Purchaser shall not be deemed a waiver by Purchaser or District of the right in the future to demand strict compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement, except the right of District to receive the Annual Payment which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of the default.

No officer or agent of District or Purchaser is authorized to waive or modify any provision of this Agreement. No modifications to or rescission of this Agreement may be made except by a written document signed by District's and Purchaser's authorized representatives.

**SECTION 27. REMEDIES.**

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing, however, that failure in the performance of any party's obligations hereunder could not be adequately compensated in money damages alone, each party agrees in the event of any default on its part that each party shall have available to it the equitable remedy of mandamus and specific performance, in addition to any other legal or equitable remedies (other than termination) which also may be available to District.

**SECTION 28. INDEMNITY.**

BY SIGNING THIS AGREEMENT, PURCHASER AGREES, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, THAT IT RELINQUISHES AND DISCHARGES AND WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS DISTRICT AND DISTRICT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS AND OF EVERY KIND AND CHARACTER WHATSOEVER (INCLUDING BUT NOT LIMITED TO ALL COSTS OF DEFENSE, SUCH AS FEES AND CHARGES OF ATTORNEYS, EXPERT WITNESSES, AND OTHER PROFESSIONALS INCURRED BY DISTRICT AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT



OF OR INCIDENT TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE, OR ECONOMIC LOSS AND ANY CLAIM THAT MAY ARISE IN CONNECTION WITH THE QUALITY, QUANTITY, USE, MISUSE, IMPOUNDMENT, DIVERSION, TRANSPORTATION, AND MEASUREMENT OF PROJECT WATER AND ANY CLAIM THAT MAY ARISE AS A RESULT OF INSTALLATION, INSPECTION, ADJUSTING, OR TESTING OF MEASURING AND RECORDING EQUIPMENT INVOLVING PURCHASER'S DIVERSION OF DISTRICT WATER, AS WELL AS ANY CLAIM THAT MAY ARISE FROM ANY CONDITION OF PURCHASER'S FACILITIES, SEPARATE OPERATIONS BEING CONDUCTED ON PURCHASER'S FACILITIES, OR THE IMPERFECTION OR DEFECTIVE CONDITION, WHETHER LATENT OR PATENT, OF ANY MATERIAL OR EQUIPMENT SOLD, SUPPLIED, OR FURNISHED BY DISTRICT. THIS INDEMNIFICATION AND RELEASE SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

**SECTION 29. FORCE MAJEURE.**

If, for any reason of force majeure, either District or Purchaser shall be rendered unable, wholly or in part, to carry out its obligation under this Agreement, other than the obligation of Purchaser to make the payments required under the terms of this Agreement, then if the party shall give notice of the reasons in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving the notice, so far as it is affected by the "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure," as used in this Agreement, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military

authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply, including pollution (accidental or intentional), and any inability on the part of District to deliver water, or of Purchaser to receive water, on account of any other cause not reasonably within the control of the party claiming the inability.

**SECTION 30. NON-ASSIGNABILITY.**

Purchaser understands and agrees that any assignment of rights or delegation of duties under this Agreement is void without the prior written consent of District. Such written consent shall not be unreasonably withheld.

**SECTION 31. NO THIRD-PARTY BENEFICIARIES.**

This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and District shall not be construed to be responsible for Purchaser's contracts or commitments by virtue of this Agreement or any provision contained herein.

**SECTION 32. RELATIONSHIP OF THE PARTIES.**

This Agreement is by and between District and Purchaser and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between District and Purchaser nor between District and any officer, employee, contractor, or representative of Purchaser. No joint employment is intended or created by this Agreement for any purpose. Purchaser agrees to so inform its employees, agents, contractors, and subcontractors who are involved in the implementation of or construction under this Agreement.

**SECTION 33. SOLE AGREEMENT.**

Except for the Amendatory Contract, this Agreement constitutes the sole and only agreement of Purchaser and District and supersedes any prior understanding or oral or written agreements between District and Purchaser respecting the subject matter of this Agreement, including any oral or written agreement with District that Purchaser obtained by assignment.

**SECTION 34. SEVERABILITY.**

The provisions of this Agreement are severable, and if, for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

**SECTION 35. NOTICES.**

All notices, payments, and communications (collectively "notices") required or allowed by this Agreement shall be in writing and be given by hand-delivery or by depositing the notice in the United States mail, postage prepaid, registered, or certified, with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) days after the notice is deposited in the mail. For purposes of notice, the addresses of and the designated representative for receipt of notice for each of the parties shall be shown above the signatures of the individuals who signed this Agreement on behalf of District and Purchaser. Either party may change its address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

### **SECTION 36. PLACE OF PERFORMANCE.**

All acts performable under the terms of this Agreement and all amounts due under this Agreement, including but not limited to payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Tarrant County, Texas, said Tarrant County, Texas, being the place of performance agreed to by the parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Tarrant County, Texas or the appropriate Federal District Court.

### **SECTION 37. APPROVAL OF CONTRACTS**

The Parties recognize that to attain certain goals of this Agreement several of its provisions must be included solely in wholesale contracts that Purchaser will execute with its wholesale customer(s) or incorporated into that contract by reference. Purchaser agrees that any such contract between Purchaser and any other party will incorporate this Agreement by reference; will include a provision allowing for all or part of Purchaser's interest in such contract to be assigned to District; and will, in conjunction with Purchaser's liability under this Agreement, constitute an unconditional obligation to make the payments to District required under this Agreement. Purchaser hereby agrees that no contract will be offered to a wholesale customer or potential wholesale customer of Purchaser until the wholesale contract has been reviewed and approved by District. District agrees that approval will not be unreasonably withheld for any reason other than non-compliance with the requirements of this Agreement including this section or non-compliance with the requirements of the Amendatory Contract. The Parties agree that this section does not apply to Purchaser's retail service or retail service customers.

### **SECTION 38. DUPLICATE ORIGINALS.**

Purchaser and District, acting under the authority of their respective governing bodies, shall authorize the execution of this Agreement in several counterparts, each of which shall be an

original. Purchaser shall submit written evidence in the form of bylaws, charters, resolutions, or other written documentation specifying the authority of Purchaser's representative to sign this Agreement, which evidence shall be attached to this Agreement as Exhibit 3.

EFFECTIVE as of the date signed by the authorized representative of District.

TARRANT REGIONAL WATER DISTRICT,  
A Water Control and Improvement District  
P.O. Box 4508  
Fort Worth, TX 76164-0508  
Attn.: General Manager

BY: \_\_\_\_\_  
Dan Buhman  
General Manager

DATE: \_\_\_\_\_

TEXAS WATER UTILITIES, L.P.

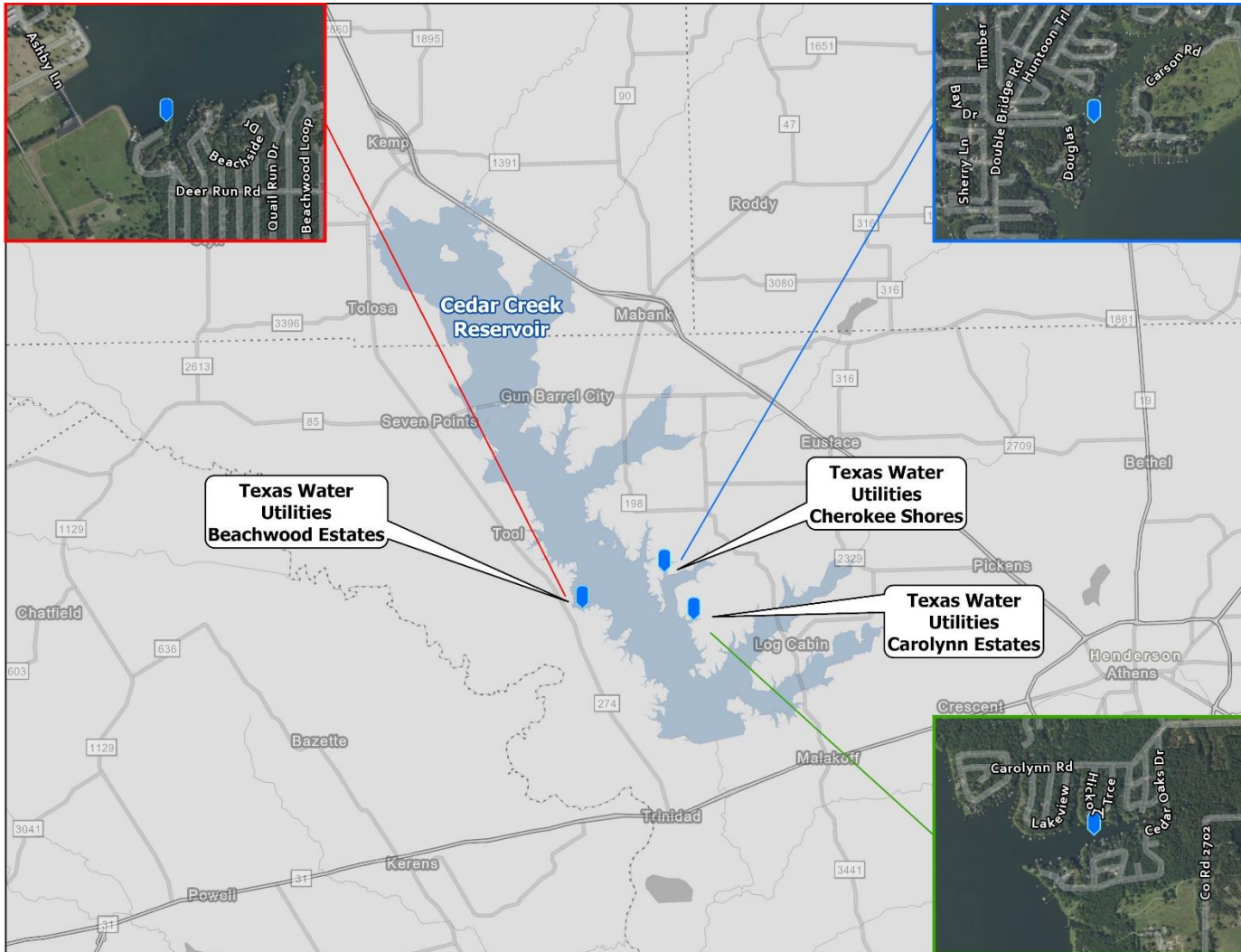
By and through its general partner:  
Texas Water Services Group, LLC

12535 Reed Rd  
Sugar Land, TX 77478-2837  
Attn: President

BY: \_\_\_\_\_  
Jeffrey L. McIntyre  
President

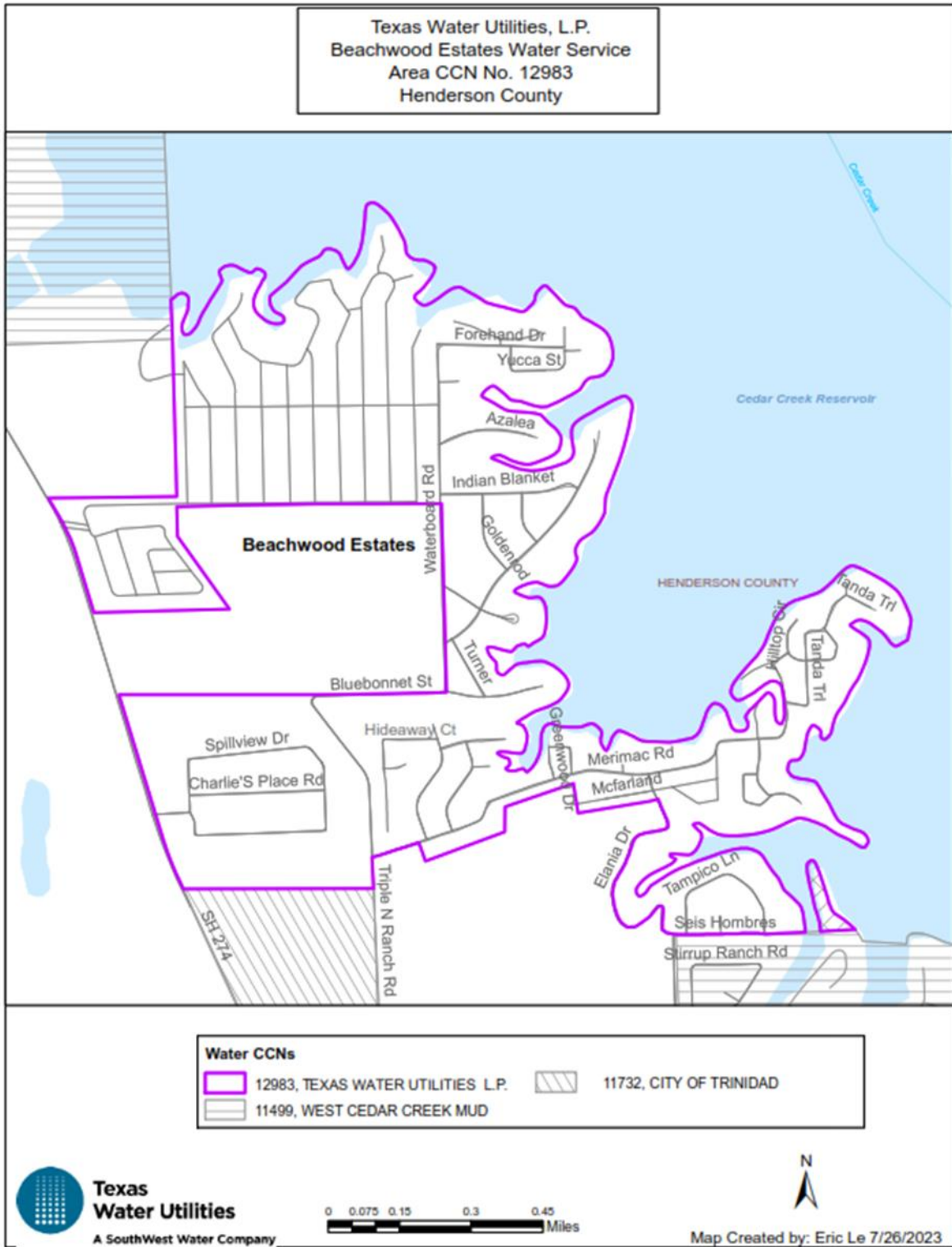
DATE: \_\_\_\_\_

**Exhibit 1. Location of Point(s) of Delivery**



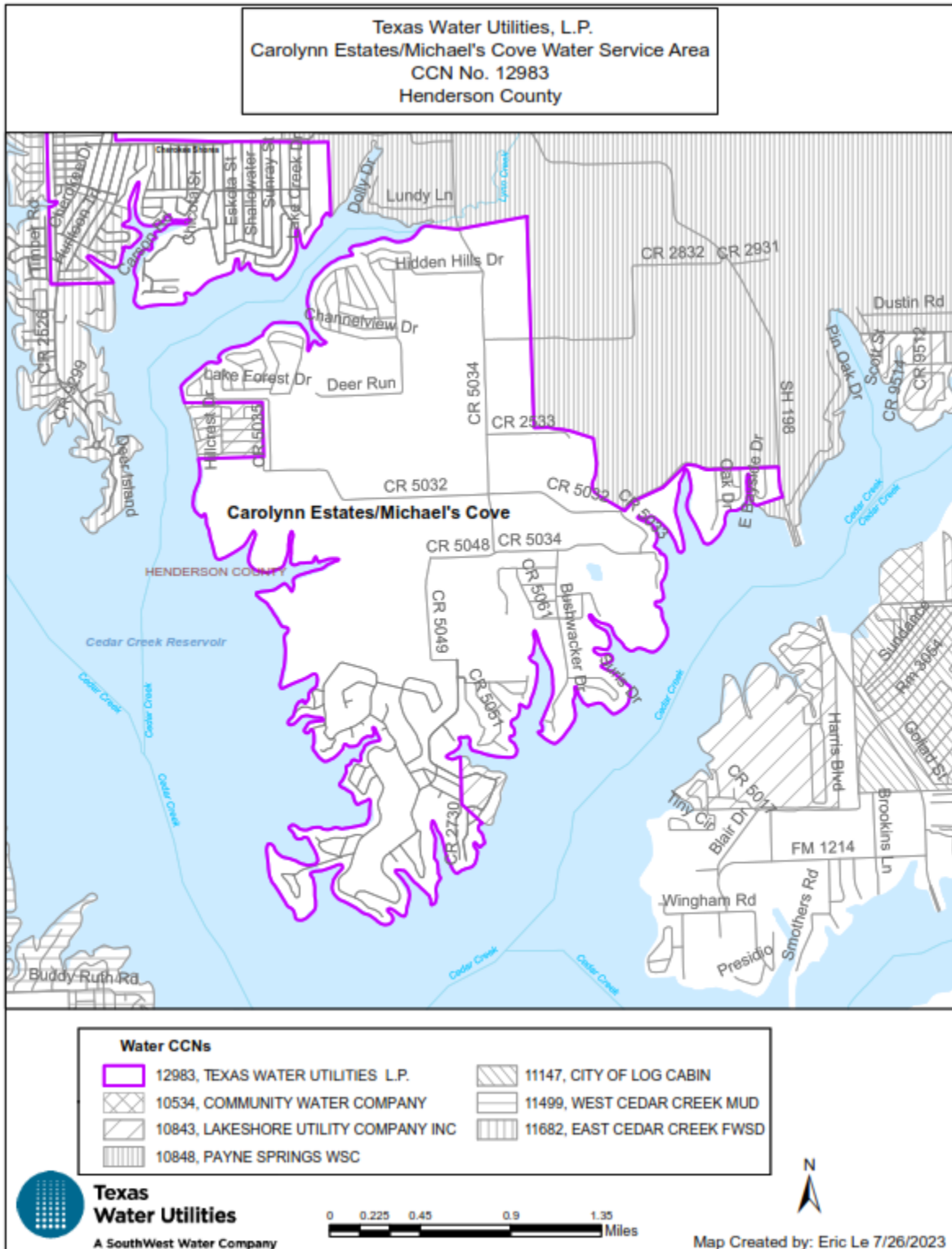
Tarrant Regional Water District  
Additional Party Contract - Municipal  
TEXAS WATER UTILITIES, L.P.

**Exhibit 2a. Location Map of Service Area**



Tarrant Regional Water District  
 Additional Party Contract - Municipal  
 TEXAS WATER UTILITIES, L.P.

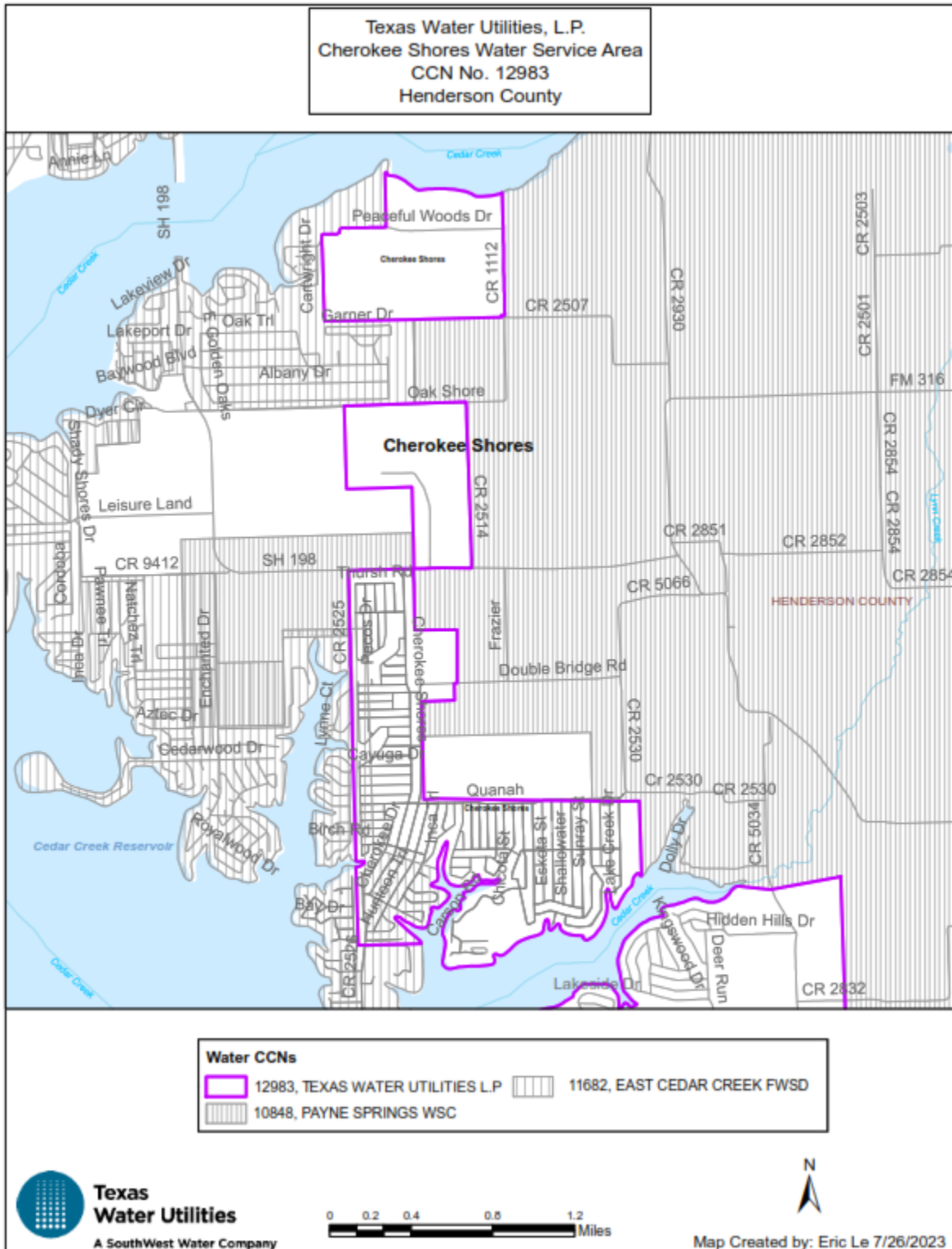
## Exhibit 2b. Location Map of Service Area



Tarrant Regional Water District  
 Additional Party Contract - Municipal  
 TEXAS WATER UTILITIES, L.P.



## Exhibit 2c. Location Map of Service Area



Tarrant Regional Water District  
 Additional Party Contract - Municipal  
 TEXAS WATER UTILITIES, L.P.

**Exhibit 3. Authorization to Execute on Behalf of Purchaser**

**SECRETARY'S CERTIFICATE**

I, Mark Wang, Secretary of TEXAS WATER SERVICES GROUP, LLC, a Texas limited liability company, do hereby certify that the following is a true and correct copy of resolutions adopted pursuant to and in accordance with the governing documents of said company, and in accordance with law, and that said resolutions have not been altered nor rescinded and are still in full force and effect:

“RESOLVED, that Texas Water Utilities, L.P. (“TWU”), a Texas limited partnership of which this company is the sole general partner, shall enter into an Additional Party Municipal Raw Water Supply Contract with Tarrant Regional Water District whereby TWU will purchase raw water from said District; and

“FURTHER RESOLVED, that Jeffrey L. McIntyre, President of TWU, is authorized and directed to execute and deliver said Contract on behalf of TWU and execute such other documents and do all other acts and deeds as he may deem necessary or appropriate in connection therewith.”

WITNESS my hand this the 25<sup>th</sup> day of July, 2023.

  
Mark Wang, Secretary

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 10

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Contract with Eurofins Laboratories for Environmental Lab Services for Routine Water Quality Monitoring Program

**FUNDING:** Fiscal Year 2024 General and Revenue Funds - \$247,500

#### **RECOMMENDATION:**

Management recommends approval of a contract **in an amount not-to-exceed \$245,622** of the lab services contract to with Eurofins Laboratories for environmental lab services for the District's routine water quality monitoring program.

#### **DISCUSSION:**

The District solicited a proposal for lab services for the routine monitoring program. Two laboratories submitted proposals for review. After evaluating the submittals, it was determined that Eurofins Laboratories can provide both the best quality data and the lowest cost for the monitoring program. This recommendation is to authorize a one-year contract for FY2024 as well as four (4) one-year renewal options that could extend the contract through FY2028.

The services covered by this annual contract are for all routine water quality samples collected on reservoirs, tributaries, wastewater treatment plants, and the floodway. Routine data has been collected for the past 34 years with the goal of establishing a long-term consistent dataset for the water bodies utilized as source waters for the District. It is beneficial to be as consistent as possible with the collection and analysis of the water samples in order to maintain a historically compatible database. The Eurofins proposal is recommended as the best option for achieving quality data that is compatible with prior methods and parameter detection levels.

This item was reviewed by the Construction and Operations Committee on September 15, 2023.

#### **Submitted By:**

Darrel Andrews  
Environmental Director



Final Evaluation Sheet

**23-154 Water Quality Laboratory Services**

Technical Quality Criteria	Total Points Available	ALS Group USA, Corp	Eurofins Environment Testing South Central, LLC
Adhere to Proposal Guidelines	25.00	20.00	<b>24.33</b>
Ability to meet Levels of Quantification	25.00	15.83	<b>21.67</b>
History and Experience	20.00	15.00	<b>20.00</b>
Location	15.00	10.00	<b>15.00</b>
Pricing	15.00	11.78	<b>15.00</b>
	Price	\$298,319.00	\$245,622.00
<b>Total</b>	<b>100.00</b>	<b>72.61</b>	<b>96.00</b>

## ATTACHMENT 7 - CONTRACT FOR PROJECT ID NO. 23-154

This contract for Project ID No. 23-154 ("Contract") is between Tarrant Regional Water District ("District") and \_\_\_\_\_ ("Vendor") for Project ID No. 23-154.

### 1. SCOPE OF WORK

Vendor shall complete work in accordance with the Terms and Conditions of Project ID No. 23-154.

### 2. CONTRACT TERM

This Contract shall be for a period of one (1) year beginning \_\_\_\_\_ through \_\_\_\_\_, with a District option to renew for up to four (4) additional one (1) year periods.

Prices bid must be valid for the first full year of the Contract and any request for price adjustment for the subsequent years must be received in writing by the District's Purchasing Department no less than ninety (90) days prior to the commencement of each period. The amount of any price adjustment requested, as well as the District's experience with the Vendor's service for the Contract year ending, will be used in the District's determination as to whether or not any price adjustment will be authorized. Failure of the District and Vendor to agree to any such price adjustments shall result in termination of the Contract as of the last day of the current Contract year. Any such termination shall be without penalty to the District. Work in progress shall be completed at the previous agreed pricing.

### 3. COST

Except in the event of a duly authorized change order approved by the District, the District will pay to the Vendor a not to exceed amount of \$\_\_\_\_\_.

### 4. INVOICES AND PAYMENT

- 4.1 Each invoice shall show the date the work began and the date the referenced work was completed. A quantity, unit cost, total cost shall be included on the invoice.
- 4.2 All invoices shall be submitted via email to \_\_\_\_\_.
- 4.3 All payment requests will be paid within 30 days after approval of the Project Manager and in accordance with Texas Government Code Chapter 2251.

### 5. VENDOR REPRESENTATIONS

Vendor confirms the following statements are complete, true and accurate:

- 5.1 Vendor is familiar with and is satisfied will all applicable Federal, State and Local Laws and Regulations affecting the cost, progress and performance of the Work.

- 5.2 Vendor has given the District written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the Contract Documents, and the written resolution thereof by District is acceptable to Vendor.
- 5.3 Vendor agrees to provide the work in a good, professional, and workmanlike manner, recognizing that time is of the essence to the work.
- 5.4 The individual signing below has full authority to bind the Vendor to this Contract.

**6. CONTRACT DOCUMENTS**

The Contract Documents consist of this Contract, TRWD Standard Terms and Conditions for Term Contracts, Project ID No. Bidding Documents, List and Date of Addenda (issued during bidding phase), Vendor’s Bid Response, Insurance Certificates, Required Submittals (list of specific documents). By its signature below, Vendor acknowledges receipt of each of the Contract Documents.

The following are also documents which may be delivered or issued on or after the effective date of the Contract and are not attached here:

- a. Change Order
- b. Written Amendments

The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof.

**7. PARTIES ADDRESSES**

DISTRICT:  
Tarrant Regional Water District  
800 East North Side Drive  
Fort Worth, Texas 76102

VENDOR:  
Vendor Legal Name  
Corporate Address  
Corporate City, State Zip

**8. NO AUTHORITY**

It is understood and agreed that neither Vendor nor its representatives shall have the authority to bind the District or any related party to any contractual obligation or item of expenditure without the prior written approval of the District.

**9. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in this Contract shall be deemed or construed to waive the District’s sovereign or governmental immunity.

**10. CONFLICTS**

In the event of any conflict between this Contract and the Contract Documents, this Contract shall control.

**11. VERIFICATION OF COMPLIANCE WITH TEXAS GOVERNMENT CODE CHAPTERS 2270 AND 2252**

Pursuant to Texas Government Code Chapter 2270, Vendor affirms that the execution of this Contract serves as written verification that Vendor (1) does not boycott Israel and (2) will not boycott Israel during the term of this Contract, Further, pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms, by entering into this Contract, that it is not identified on the list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

**12. VERIFICATION OF COMPLIANCE WITH TEXAS GOVERNMENT CODE CHAPTER 2274**

Pursuant to Texas Government Code Chapter 2274, Vendor affirms that the execution of this Agreement serves as written verification that Vendor (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in Chapter 2274, and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

**13. VERIFICATION OF COMPLIANCE WITH TEXAS GOVERNMENT CODE CHAPTER 2274**

Pursuant to Texas Government Code Chapter 2274, Contractor affirms that the execution of this Agreement serves as written verification that Contractor (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract.

**EFFECTIVE** on the \_\_\_ day of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies have caused this CONTRACT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

District: **Tarrant Regional Water District**  
\_\_\_\_\_  
*(typed or printed)*

Vendor: \_\_\_\_\_  
*(typed or printed)*

By: \_\_\_\_\_  
*(Individual's signature)*

By: \_\_\_\_\_  
*(Individual's signature)*

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

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

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 11

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Contract with Shermco Industries, Inc. for Substation Maintenance

**FUNDING:** Fiscal Year 2024 Revenue Fund - \$150,000

#### **RECOMMENDATION:**

Management recommends approval of a five-year contract **in the amount of \$718,200** with Shermco Industries, Inc. for preventative electrical substation maintenance plus contractually established rates for unscheduled corrective repairs. This will be an annual contract with 4 options to renew.

#### **DISCUSSION:**

The District owns and operates seven electrical substations to provide pump station power at Cedar Creek Lake, Cedar Creek Waxahachie Booster Pump Station, Richland Chambers Waxahachie Booster Station, Rolling Hills Booster Pump Station, Benbrook Lake, IPL Joint Booster Station 3, IPL Cedar Creek Lake Station. This contract will provide routine maintenance and infrared inspections, all International Electrical Testing Association (NETA) recommended testing, and unscheduled corrective repairs of high and medium voltage electrical substation equipment, including transformers, circuit switches, protective relays, cables, air switches, and DC battery back-up systems. The service includes monitoring transformer oil levels and positive pressure nitrogen level as well as the inspection of yard, fence, and facilities for general appearance and condition.

Notice to Proposers was advertised as per statute. The lowest conforming bid was submitted by Shermco Industries, Inc. The bid tabulation is attached.

This item was reviewed by the Construction and Operations Committee on September 15, 2023.

#### **Submitted By:**

Darrell Beason  
Chief Operations Officer





## Bid Tabulation

**ITB No.** 23-162  
**Description** Annual Substation Maintenance  
**Due Date and Time** August 18, 2023 at 2:00 PM

<b>Company Name</b>	<b>Bid Amount</b>
Shermco Industries	\$718,200.00
Power Engineering Services	\$1,438,267.00
Sentinel Power Services	\$2,610,331.00

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 12

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Change Order with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modification Project

**FUNDING:** Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of a change order **in the amount of \$65,982.24** with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modification Project. The current contract price is \$40,428,213.09 and the revised contract price, including this change order, will be \$40,494,195.33.

#### **DISCUSSION:**

The purpose of Change Order 0008 is to replace a 54-inch butterfly valve with 60-inch butterfly valve at the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modification Project. Originally installed in 1997, the existing 54-inch butterfly valve was to be relocated as part of expected construction. Due to the condition of the 54-inch valve, the district recommends using a 60-inch valve as a replacement. The 60-inch butterfly valve was purchased in 2013, unrelated to KBR, and stored as a spare. This change reflects the costs associated with the adjacent pipe fittings and hardware required for the 60-inch valve fit up.

It is also requested 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 September 15, 2023.

#### **Submitted By:**

Jason Gehrig, PE  
Infrastructure Engineering Director



# Memo

**TO:** Donna Stephens  
**FROM:** Mark Lyon  
**COPY:** Robert Allen  
**DATE:** September 8, 2023  
**SUBJECT:** Consider Approval of a Change Order with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modifications Project.

The purpose of this Memo is to document the items proposed in Change Order 0008.

Replace 54-inch BFV with 60-inch BFV	\$65,982.24
--------------------------------------	-------------

The original contract value was \$40,505,600.00. Approved change orders to date totaling \$(77,386.91) places the current contract value at \$40,428,213.91. The total amount of this change order of \$65,982.24 increases the total contract value to \$40,494,195.33.

**Change Order**

<b>Project:</b> KBR Yard Piping and Inlet and Outlet Modifications (KBR3E)	<b>Project Number:</b>
<b>Owner:</b> Tarrant Regional Water District	21-147
<b>Contractor:</b> BAR Constructors, Inc.	289
<b>Engineer:</b> Freese and Nichols, Inc.	TWC2214

<b>Change Order No.:</b> 0008	<b>Date:</b> _____
<b>Funding Source:</b> Bond	

**Make the following additions, modifications, or deletions to the Work described in the Contract Documents:**

**RE: CP0042B Replace 54-inch BFV with 60-inch BFV**

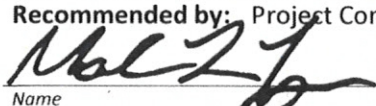
- |                                  |               |
|----------------------------------|---------------|
| 1. Installation: 1 @ \$65,982.24 | \$65,982.24   |
| 2. 7 Calendar Days               | <u>7 Days</u> |


**Net Change to Contract Amount:** 7 Days \$65,982.24

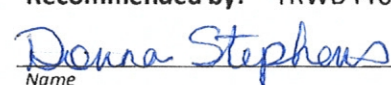
*The compensation in this Change Proposal is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Amendment. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled.*

<b>a Original Contract Price</b>	\$40,505,600.00
<b>b Previously Approved Change Order Amounts</b>	(\$77,386.91)
<b>c Adjusted Contract Price ( a + b )</b>	\$40,428,213.09
<b>d Change Order Amount</b>	\$65,982.24
<b>e Revised Contract Price ( c + d )</b>	\$40,494,195.33

<b>f Percent Change to Date:</b> <u>(.03)%</u>	<b>g Change in Days this Change Order:</b> <u>7</u>
<b>Completion Dates:</b>	<b>Original</b> <b>Previous</b> <b>Current</b>
<b>Substantial</b> <b>h</b> <u>04/04/2024</u>	<b>i</b> <u>07/09/2024</u> <b>j</b> <u>07/16/2024</u>
<b>Final</b> <b>k</b> <u>06/03/2024</u>	<b>l</b> <u>09/07/2024</u> <b>m</b> <u>09/14/2024</u>

**Recommended by:** Project Construction Manager  
  
 Name \_\_\_\_\_ Date 09/07/2023

**Approved by:** BAR Constructors, Inc.  
  
 Name \_\_\_\_\_ Date 09/07/2023

**Recommended by:** TRWD Project Manager  
  
 Name \_\_\_\_\_ Date 9/7/2023

**Approved by:** Tarrant Regional Water District  
 Name \_\_\_\_\_ Date \_\_\_\_\_



## SUBMITTAL COVER SHEET

TRWD  
KBR Yard Piping and Inlet Modifications  
CSP 21-147

### **Submittal Information**

**File Number:** CP0042B

**Spec Section:** N/A

**Drawing Reference:** PL-117

**Description:** Change proposal is in response to RCP0009 – Replace 54-inch BFV with 60-inch BFV

**Explanations / Notes:** See next page for notes.

**Substitution / Equal / As Specified:** N/A

REVIEWED BY: HH  
BAR CONSTRUCTORS, INC.

DATE:08/01/2023

TRANS#:CP0042B

BAR Constructors, Inc. represents that we have determined and verified all field dimensions and measurements, field construction criteria, materials, catalog numbers, and similar data, and that we have checked with the requirements of the Work and Contract Documents.

#### Explanation/Notes:

- Originally, a round manhole was to be placed at this valve, but it was requested that a box vault be placed. We will be using the rectangular vault that was originally supposed to be on the 48" BFV (T449) on the north side of cell 2. To accommodate the change in depth in moving the location of this vault we will have to buy an additional riser for the vault and fabricate the ladder to be longer.
- Below are the new proposed drawings for the reducers and fittings to make the 60" BFV work, please ensure that the design for these reducers and fittings is acceptable.
- The 7 days additional days requested come from the time it will take to pause the laying of line 3D4, and for the additional labor required to cut the pipe and install an additional riser on the vault.

#### Revisions:

- See updated price for steel pipe due to reducing the length of the reducers.
- Lay drawings of pieces from Mid-America included, and the thickness of the pieces is specifically called out.
- Cost back-ups from suppliers included

<b>Project</b>	<b>KBR Yard Piping and Inlet and Outlet Modifications</b>	<b>Project Number</b>
<b>Owner</b>	<b>Tarrant Regional Water District</b>	21-147
<b>Contractor</b>	<b>BAR Constructors, Inc.</b>	289
<b>Engineer</b>	<b>Freese &amp; Nichols, Inc.</b>	TCW22114

<b>Change Proposal No.</b>	<u>42</u>	<b>Date</b>	<u>7/6/2023</u>
----------------------------	-----------	-------------	-----------------

<b>Cost Summary</b>			
<b>Payroll Cost</b>			\$ 2,728.00
Payroll markup at payroll multiplier of	15%		\$ 409.20
Payroll cost with markup			\$ 3,137.20
<b>Materials and Equipment (M&amp;E)</b>			\$ 51,559.32
M&E markup at M&E multiplier of	15%		\$ 7,733.90
Materials cost with markup			\$ 59,293.22
<b>Subcontractor Cost</b>			\$ 1,850.00
Subcontractor markup at subcontractor multiplier of	5%		\$ 92.50
Subcontractor cost with markup			\$ 1,942.50
<b>Construction Equipment Cost</b>			\$ -
Construction equipment markup at equipment multiplier of	15%		\$ -
Construction Equipment cost with markup			\$ -
<b>Supplemental Cost other than Construction Equipment</b>			\$ -
Supplemental Cost markup at equipment multiplier of	0%		\$ -
Supplemental Cost with markup			\$ -
<b>Bonds and Insurance</b>			\$ 1,609.32
<b>Total Change Proposal Cost</b>			<b>\$ 65,982.24</b>

<b>Contract Time Summary</b>			
Date of Notice to Proceed	<u>1/25/2022</u>		
Original days to Substantial Completion	<u>800</u>	Original days to Final Completion	<u>860</u>
Original Substantial Completion date	<u>4/4/2024</u>	Original Final Completion date	<u>6/3/2024</u>
Change in Substantial Completion Contract Days to Date	<u>96</u>	Change in Final Completion Contract Days to Date	<u>96</u>
Current days to Substantial Completion	<u>7/9/2024</u>	Current days to Final Completion	<u>9/7/2024</u>
Requested change in Substantial Completion Contract Days	<u>7</u>	Requested change in Final Completion Contract Days	<u>7</u>
Proposed Change in Substantial Completion Contract Date	<u>7/16/2024</u>	Proposed Change in Final Completion Contract Date	<u>9/14/2024</u>

*The undersigned certifies for Contractor that the compensation requested for this Change Proposal is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Proposal. Requested changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Proposal.*

\_\_\_\_\_  
Signature

7/6/2023  
Date

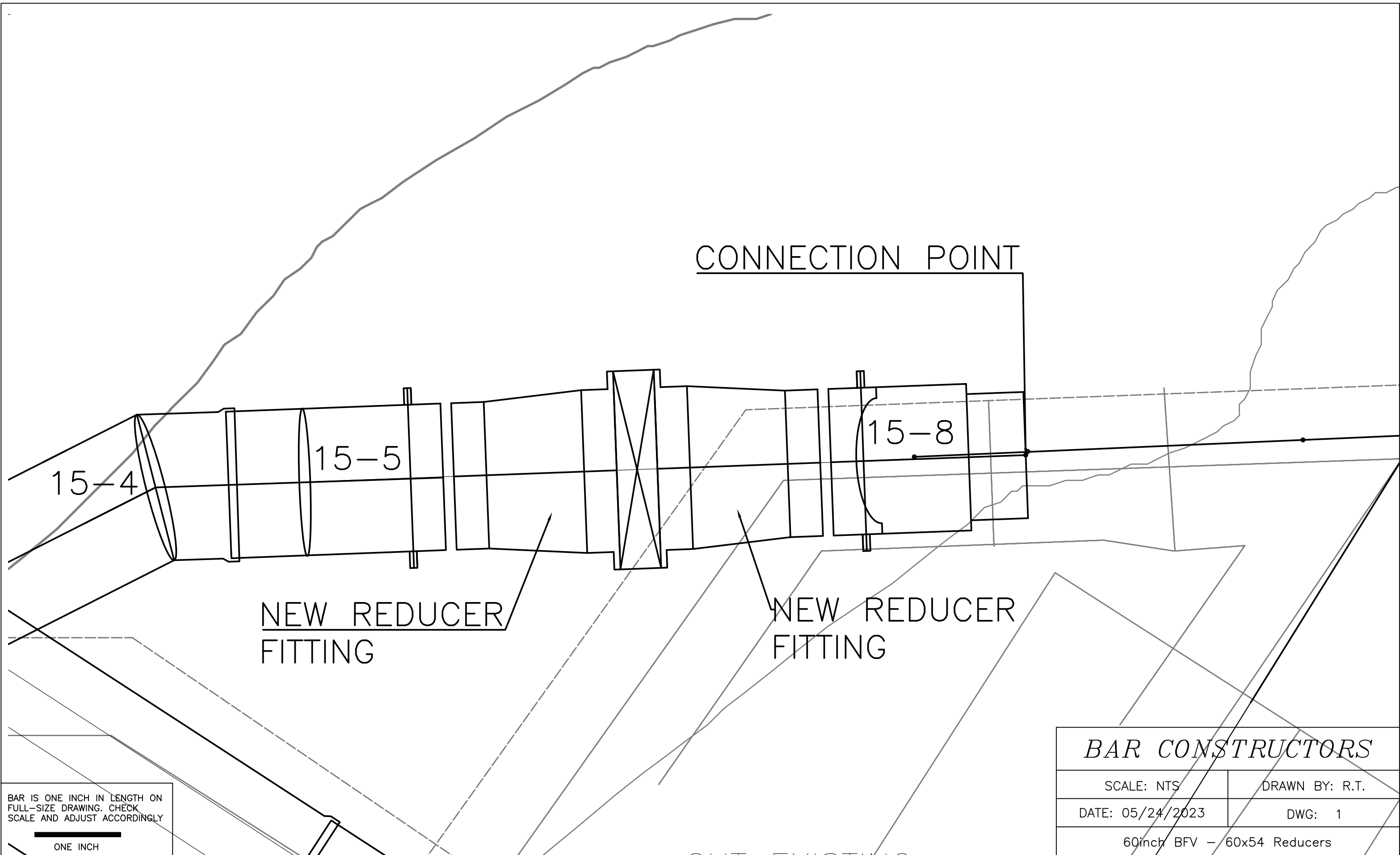
# BAR Constructors, Inc. - Cost Detail Worksheet

Job 289 - KBR Yard Piping and Inlet and Outlet Modifications (KBR3E)

7/6/23 - RCP0009 Replace 54" BFV with 60" BFV

Description	Qty	Unit	Labor	Material	Equipment	Subcontract
Steel Pipe	1.00	LS	-	41,351.00		
4' Precast Box Vault Riser	1.00	LS		3,600.00	-	
Bolts, Nuts, and Gasket	2.00	Sets		6,528.32	-	
Vault Ladder Fabrication	1.00	LS			-	1,850.00
Labor - Installing Riser	1.00	LS	400.00		-	
Labor - Cutting Pipe	1.00	LS	400.00			
labor subtotal			800.00			
Special safety considerations			-	-		
Rentals / ancillary costs			-	-		
Transportation / travel			-	-		
Storage / Delivery			-	-		
Project Engineer (Salary)	8.00	hr	440.00			
Project Superintendent (Salary)	8.00	hr	520.00			
labor subtotal			1,760.00			
payroll taxes & insurance			968.00			
material subtotal				51,479.32		
safety equipment				24.00		
tools and supplies				40.00		
site office, facilities, etc.				16.00		
equipment subtotal					-	
equipment tax					-	
fuel and maintenance					-	
subcontract subtotal						1,850.00
<b>Category totals</b>			<b>2,728.00</b>	<b>51,559.32</b>	<b>-</b>	<b>1,850.00</b>
Subtotal						56,137.32
OH&P BAR (15%)						8,143.10
OH&P SUBS (5%)						92.50
Bond						1,609.32
Total						<u>65,982.24</u>
Alternate breakdown						
Labor			2,728.00			
Material			51,559.32			
Equipment			-			
Subcontract			1,850.00			
Bond			1,609.32			
OH&P			8,235.60			
			<u>65,982.24</u>			





15-4

15-5

15-8

NEW REDUCER  
FITTING

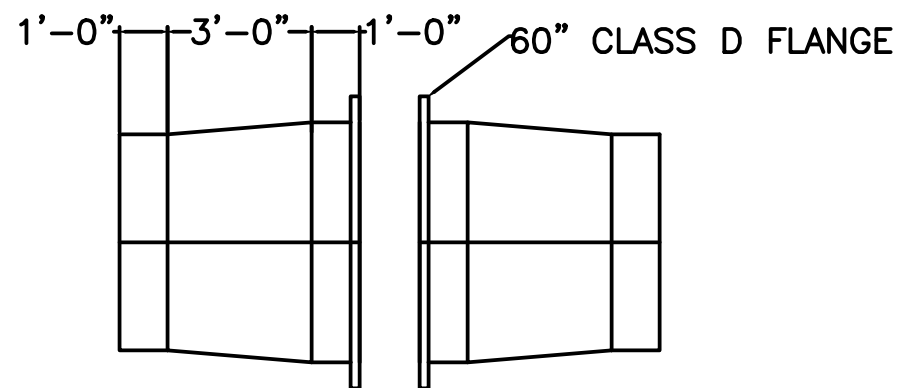
NEW REDUCER  
FITTING

CONNECTION POINT

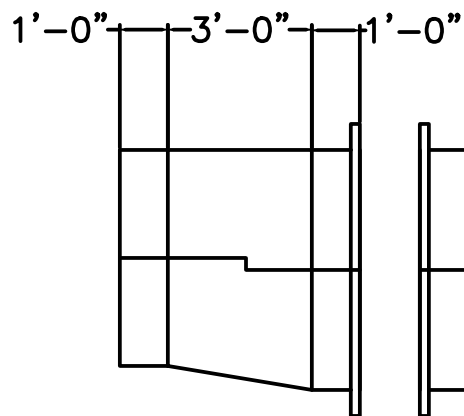
BAR IS ONE INCH IN LENGTH ON  
FULL-SIZE DRAWING. CHECK  
SCALE AND ADJUST ACCORDINGLY

ONE INCH

<i>BAR CONSTRUCTORS</i>	
SCALE: NTS	DRAWN BY: R.T.
DATE: 05/24/2023	DWG: 1
60inch BFV - 60x54 Reducers	



PLAN VIEW



SECTION VIEW

BAR IS ONE INCH IN LENGTH ON  
FULL-SIZE DRAWING. CHECK  
SCALE AND ADJUST ACCORDINGLY



ONE INCH

*BAR CONSTRUCTORS*

SCALE: NTS

DRAWN BY: R.T.

DATE: 05/30/2023

DWG: 2

54X60 REDUCERS

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 13

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Credit Change Order with Traylor Sundt Joint Venture for Hollywood Lake Tunnel Project of the Integrated Pipeline Project

**FUNDING:** Dallas Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of a credit change order **in the amount of \$(284,791.98)** with Traylor Sundt Joint Venture for Hollywood Lake Tunnel Project adjacent Landowner's agricultural operations access impacts and credit for steel tunnel and open-cut pipe reassigned from the Texas Department of Transportation (TXDOT) Tunnel Project FM 2588 tunnel. The current contract amount is \$221,709,302.25 and the revised not-to-exceed contract amount, including this change order, will be \$221,424,510.27.

#### **DISCUSSION:**

The purpose of this change order is to provide additional work on Landowner's property affected by the construction of the Hollywood Lake launch portal and adjacent blow-off valve vault and provide a credit to Traylor Sundt Joint Venture for utilizing 709 feet of 84-inch steel open cut and tunnel pipe purchased by the District for the TXDOT FM2588 tunnel.

#### **Hollywood Lake Landowner Access -- \$42,967.63**

The Hollywood Lake launch portal location cuts the Landowner's property in half resulting in the excavation dewatering operations impacting and limiting Landowner's agriculture access and operations. The purpose of this project is to provide access and drainage adjustments off right-of-way on the Landowner's property being affected by the tunnel construction activities. The Contractor will build access across the east end of the launch portal site, including relocation of dewatering discharge pipe, culverts, site grading, and installing a section of removable silt fence so the Landowner can cross the right-of-way when needed for farming activities.

#### **TXDOT Tunnel Crossing Project -- \$(327,759.61)**

The District has already purchased and received the FM2588 open-cut and tunnel pipe as part of the TXDOT Tunnel Project. This tunnel was descoped from the project and the pipe was made available to Traylor Sundt Joint Venture for use in the Section 19 Long Tunnel Project. The FM2588 tunnel was deleted from the TXDOT project due to ground

water, contract time, and TXDOT crossing permit expiration issues. The FM2588 tunnel will be incorporated in a future Section 19 open-cut contract.

Management also requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

Recommendation by staff and change order documents are attached.

This item was reviewed by the Construction and Operations Committee on September 15, 2023.

**Submitted By:**

Ed Weaver  
IPL Program Manager



# Memo

**To:** Ed Weaver  
**From:** Charles Cameron  
**Copy:** Coy Veach, Robert Allen, Matt Gaughan  
**Date:** September 19, 2023  
**Subject:** Recommendation for Approval of Change Order 0008 for PL19TUN of the Integrated Pipeline Project.

We have prepared Change Order 0008 for Modifications to the Contract Documents for the referenced project. This Change Order represents a net reduction in the Contract Price in the amount of **\$(284,791.98)**. Descriptions for the Change Order Item and the reason for the change is shown in the attached Tabulation of Change Order Items. Following is a breakdown of the FM 2588 of the FM2588 pipe cost –

PL19TX Invoice Cost of Fabrication and Delivery of FM2588 Pipe	\$267,187.20
PL19TX Steel Coil Cost for FM2588 Pipe	\$110,716.93
<b>PL19TX FM2588 Overall Pipe Cost</b>	<b>\$377,904.13</b>
PL19TUN Credit for FM2588 Pipe	-\$445,269.31
PL19TUN Additional Mortar Overcoat for STA Tunnel	\$13,930.00
PL19TUN Coil Storage Fee	\$10,000.00
PL19TUN Labor Cost to move to PL19TUN	\$21,287.54
PL19TUN Material Mark Up	\$21,066.96
PL19TUN Subcontractor Cost	\$18,921.00
PL19TUN Equipment Cost to Move pipe to PL19TUN	\$29,224.20
PL19TUN Supplemental Costs	\$3,080.00
<b>Total PL19TUN FM2588 Credit</b>	<b>-\$327,759.61</b>
<b>PL19TUN Hollywood Lake Landowner Improvements</b>	<b>\$42,967.63</b>
<b>Overall PL19TUN CO0008 Credit</b>	<b>-\$284,791.98</b>

The overall cost of the FM2588 pipe for the PL19TX project was \$377,904.13. Traylor Sundt provided a credit of \$445,269.31 for the pipe only. There were additional costs associated with adding the mortar overcoat to some of the tunnel pipe and costs

associated with transporting the pipe to the PL19TUN project, therefore the overall PL19TUN FM2588 Pipe Credit is \$327,759.61.

This Change Order adds **0** additional days to the contract.

It is recommended that authorization be given to execute Change Order 0008 for PL19TUN of the Integrated Pipeline Project for a net reduction in Contract Price in the amount of **\$(284,791.98)**. The total contract value, including this Change Order, will be **\$221,424,510.27**.

**Change Order**


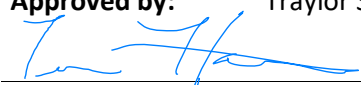
<b>Project:</b> <u>IPL Section 19 Long Tunnel Crossings (PL19TUN)</u>	<b>Project Number:</b> _____
<b>Owner:</b> <u>Tarrant Regional Water District</u>	<u>21-001</u>
<b>Contractor:</b> <u>Traylor-Sundt JV</u>	<u>2201</u>
<b>Engineer:</b> <u>HDR Engineering and BGE, Inc.</u>	<u>10017386 &amp; 0672-01</u>

<b>Change Order No.:</b> <u>0008</u>	<b>Date:</b> <u>8/21/2023</u>
<b>Funding Source:</b> _____	

<b>Make the following additions, modifications, or deletions to the Work described in the Contract Documents:</b>	
Install landowner access across HLT launch shaft site, abandon groundwater pump test wells and clean up site and install culverts downstream of HLT launch shaft site for	
1. landowner access (CP0024C)	<u>\$42,967.63</u>
Credit to use 154lf of 84" x 0.365" - WBxWS, CML x PUC w CMC and 595lf of 84" x 0.365" – WBxWS, CML x PUC steel pipe purchased, but not used, as part of the PL19TX	
2. Project (CP0027A)	<u>\$(327,759.61)</u>
<b>Net Change to Contract Amount:</b>	<u>\$(284,791.98)</u>

*The compensation in this Change Proposal is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Amendment. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled.*

<b>a Original Contract Price</b>	<u>\$221,780,319.00</u>
<b>b Previously Approved Change Order Amounts</b>	<u>\$(71,016.75)</u>
<b>c Adjusted Contract Price ( a + b )</b>	<u>\$221,709,302.25</u>
<b>d Change Order Amount</b>	<u>\$(284,791.98)</u>
<b>e Revised Contract Price ( c + d )</b>	<u>\$221,424,510.27</u>
<b>f Percent Change to Date:</b> <u>-0.16%</u>	<b>g Change in Days this Change Order:</b> <u>0</u>
<b>Completion Dates:</b>	<b>Original                      Previous                      Current</b>
<b>Substantial</b> <b>h</b> <u>7/24/25</u>	<b>i</b> <u>7/24/25</u> <b>j</b> <u>7/24/25</u>
<b>Final</b> <b>k</b> <u>9/22/2025</u>	<b>l</b> <u>9/22/2025</u> <b>m</b> <u>9/22/2025</u>

<p><b>Recommended by:</b> <u>Project Construction Manager</u></p> <p> <u>8/30/2023</u></p> <p>Name _____ Date _____</p> <p><b>Approved by:</b> <u>Traylor Sundt JV</u></p> <p> <u>08/30/2023</u></p> <p>Name _____ Date _____</p>	<p><b>Recommended by:</b> <u>Program Construction Manager</u></p> <p>_____ Name _____ Date _____</p> <p><b>Approved by:</b> <u>Tarrant Regional Water District</u></p> <p>_____ Name _____ Date _____</p>
---	---

**Request Change Proposal**

<b>Project:</b>	<u>PL19TUN</u>	<b>Project Number:</b>	<u></u>
<b>Owner:</b>	<u>Tarrant Regional Water District</u>		<u>21-001</u>
<b>Contractor:</b>	<u>Traylor-Sundt JV</u>		<u>2201</u>
<b>Engineer:</b>	<u>HDR Engineering, Inc.</u>		<u>10017386</u>
<b>RCP No.:</b>	<u>PL19TUN RCP0006</u>	<b>Description:</b>	<u>PL19TUN FM 2588 Pipe Materials</u>
<b>Specification:</b>	<u>02626</u>		
<b>Drawing No:</b>	<u>multiple</u>	<b>Detail Description:</b>	<u>na</u>
<b>Reference Document:</b> N/A			
<b>Attachments:</b> 07/17/2023 03:36 PM Shelly Hattan PL19TUN RCP0006 FM 2588 Pipe Materials.pdf			
<b>Change Proposal Received:</b> CP0027A			
<b>Status:</b> Change Proposal Received		<b>Action Required:</b> Documents Filed	
<b>Status and Action Updated By:</b> Charles Cameron		<b>On:</b> 08/30/2023	
<b>Requested By:</b> Shelly Hattan		<b>Date:</b> 07/17/2023	



**Request for a Change Proposal**

<b>Project:</b> <u>IPL Section 19 Long Tunnel Crossings (PL19TUN)</u>	<b>Project Number:</b> <u>21-001</u>
<b>Owner:</b> <u>Tarrant Regional Water District</u>	<u>2201</u>
<b>Contractor:</b> <u>Traylor-Sundt JV</u>	<u>10017386 &amp; 0672-01</u>
<b>Engineer:</b> <u>HDR Engineering and BGE, Inc.</u>	
<b>Request No.:</b> <u>0006</u> <b>Description:</b> <u>FM 2588 Pipe Materials</u>	
<b>Specification:</b> <u>02626</u>	
<b>Drawing No.:</b> <u>NA</u> <b>Detail Description:</b> <u>NA</u>	
<p><i>The Owner requests that the Contractor prepare a Change Proposal for the changes in the Contract Documents described in this Request for a Change Proposal. The compensation offered for this Change Proposal is to be the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Amendment. Requested changes in Contract Times are to be the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor will be entitled. Authorization to proceed with changes must be approved by the Owner in accordance with the Contract Documents.</i></p>	
<b>Owner requests a Change Proposal for the following modifications to the Contract Documents:</b>	
<p>TRWD has purchased material on a different project where the work has been deferred to a later date. The following is available to be incorporated into the PL19TUN project:</p> <p>Steel Pipe</p> <ul style="list-style-type: none"> <li>• 84" x 0.365" – WBxWS, CML x PUC w CMC - 154 LF</li> <li>• 84" x 0.365" – WBxWS, CML x PUC – 595 LF</li> </ul> <p>Including the following specials:</p> <ul style="list-style-type: none"> <li>• MK-700 - 32" FO x 11" L, 12.75" FO x 11" L, Int. DHP and nightcap plate</li> <li>• MK-715 – 32" FO x 30" L</li> <li>• MK-722 – Mitered Bell joint – 12'-6" L</li> <li>• MK-714 &amp; 721 – Mitered Bell joint</li> <li>• MK 730</li> </ul>	
<b>Purpose of Change Proposal:</b>	
OPT requests TSJV use the above listed pipe in this project.	
<b>Attachments:</b>	
FM2588 - PL19TX SD0011F NWP Shop Drawings Package BGE.pdf	
<b>Requested by:</b> <u>Shelly Hattan</u>	<b>Date:</b> <u>7/17/23</u>

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 14

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval to Purchase Six Val-Matic Combination Air Release/ Vacuum Valves with Anti-Slam Devices from Val-Matic Valve and Manufacturing Corporation

**FUNDING:** Fiscal Year 2024 Revenue Fund - \$150,000

#### **RECOMMENDATION:**

Management recommends approval of purchase in an amount not-to-exceed **\$89,568.00** for six (6) combination air release/vacuum valves. Two (2) 10-inch valves and four (4) 12-inch combination air release/vacuum valves are needed for the replacement of existing valves on the Cedar Creek and Richland-Chambers pipelines.

#### **DISCUSSION:**

The District's pipeline system employs combination air release/vacuum valves placed at strategic locations. These valves are crucial for pipeline protection and system efficiency. The valves allow air into, or exhaust air from the system during normal operation, start-up, shutdown and power failures. They mitigate line breaks by reducing surges and water hammer caused by uncontrolled air or vacuum conditions in the pipeline.

Members of the District's Pressure Transient Mitigation/Air Valve Replacement Program have identified six valves needing replacement.

A request for competitive sealed proposals was advertised per statute with only one submittal received. The submittal cost is less than the budget amount. An evaluation committee comprised of engineering and operations staff reviewed the proposal and accepted it.

This item was reviewed by the Construction and Operations committee on September 15, 2023.

#### **Submitted By:**

Darrell Beason  
Chief Operations Officer



## List of Submitting Firms

**RFP NO. 23-147  
COMBO AIR VALVES FOR CC AND RC PL**

<b>Due Date and Time:</b>	August 04, 2023, at 02:00 p.m. CT
---------------------------	-----------------------------------

<b>Name of Firm</b>
Val-Matic Valve & Manufacturing Corp.



**Evaluation Sheet**

**23-147 COMBO AIR VALVES FOR CC AND RC PL**

Technical Quality Criteria	Total Points Available	<i>Val-Matic Valve &amp; Manufacturing</i>
Contract Price	60.0	60.0
	Price	\$89,568.00
Contract Time	20.0	20.0
Experience of Offeror in providing similar goods	15.0	15.0
Experience, availability, and responsiveness of Offeror in providing similar special services and onsite technical support services	5.0	5.0
<b>Total</b>	<b>100.0</b>	<b>100.0</b>

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 15

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Certificate of Inclusion to Candidate Conservation Agreement with Assurances for the Trinity River Basin

**FUNDING:** Fiscal Year 2024 Revenue Fund - \$15,000

#### **RECOMMENDATION:**

Management recommends approval of a Certificate of Inclusion to Candidate Conservation Agreement with Assurances **in the amount of \$15,000 annually for a 10-year period**. This plan will allow for covered threatened and endangered species conservation and habitat restoration, while also allowing for District operations to continue uninterrupted should a covered species become listed by US Fish and Wildlife (USFWS) under the Endangered Species Act in the future.

#### **DISCUSSION:**

Trinity River Authority (TRA) is the lead partner on developing the Candidate Conservation Agreement with Assurances (CCAA) through USFWS for coordinating the impact of endangered species on projects within the Trinity Basin. USFWS has developed a list of species for protection. Some of these have habitat in the District's project areas and could be encountered under our routine operations and maintenance practices.

The CCAA will be between TRA and USFWS and will provide comprehensive, species-specific conservation in the Trinity River Basin. Initially, the plan will monitor the status of covered species for five years to establish baseline status information and long-term population monitoring. Additionally, efforts will be made to enhance and restore riparian and instream habitat as well as provide education and outreach opportunities on protection of water quality and habitat availability.

As a partner participating in the conservation efforts, the District will sign a CI with TRA in order to have coverage under the CCAA. The CCAA provides clear expectations and regulatory predictability for operations and conservation efforts related to the Covered Species. It will also provide guidance and structure for when permitting of District activities will fall under the CCAA or need additional consultation under the Endangered Species Act.

This will apply to permits needed by TRWD for its own operations including water supply and reservoir operations, pipelines, boat dock and pier permitting, invasive aquatic plant control, and structures such as levees, dams, bulkheads, boat docks and boat ramps.

The agreement is structured to provide annual funding of \$15,000 to TRA for a 10-year period, for a total of \$150,000.

This item was reviewed by the Construction and Operations Committee on September 15, 2023.

**Submitted By:**

Darrel Andrews  
Environmental Director

# CANDIDATE CONSERVATION AGREEMENT WITH ASSURANCES FOR SIX SPECIES IN THE TRINITY RIVER BASIN



Texas Heelsplitter



Trinity Pigtoe



Texas Fawnsfoot



Louisiana Pigtoe



Western Chicken Turtle



Alligator Snapping Turtle

Developed cooperatively by the U.S. Fish and Wildlife Service – Southwest Region, Trinity River Authority, and partners included under Certificates of Inclusion:

North Texas Municipal Water District, Tarrant Regional Water District, City of Dallas, and City of Fort Worth



**2023 FINAL**



# 1 Introduction

## 1.1 Candidate Conservation Agreements with Assurances

This Candidate Conservation Agreement with Assurances (CCAA, agreement) for Six Species in the Trinity Basin is a voluntary conservation agreement between the U.S. Fish and Wildlife Service (USFWS) and the Trinity River Authority of Texas (TRA). Both the Upper Trinity River Water Quality Compact<sup>1</sup> (Compact) and the Tarrant Regional Water District (TRWD) have assisted in the development of this CCAA and intend to sign onto the agreement upon its completion. To develop a candidate conservation agreement with assurances, the USFWS works with its partners to identify threats to at-risk or candidate species (i.e., candidates for potential listing under the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C 1531 et seq.)) and designs Conservation Measures needed to address the threats, identifies landowners willing to implement those measures through conservation agreements and monitors the effectiveness of those measures utilizing Adaptive Management. In return, participating landowners who voluntarily sign a CCAA under a Certificate of Inclusion (CI) are given assurances that should a species covered by the agreement become listed under the ESA in the future, no additional conservation will be required beyond what is outlined in the agreement for Covered Activities that may result in take<sup>2</sup> of the listed species so long as the applicant is fulfilling the terms of the agreement. The goal of the agreement is to provide a net conservation benefit for candidate and at-risk species. In some cases, the conservation benefit may be sufficient to preclude the need for a species to become listed under the ESA in the future. If any of the 6 species (collectively Covered Species) within this CCAA do become listed, parties who have already entered into this CCAA with the USFWS can be covered under an issued Section 10(a)(1)(A) Enhancement of Survival Permit (Permit) and will not be required to implement additional Conservation Measures beyond those outlined in this CCAA. It is this regulatory certainty that appeals to many conservation partners and is one of the primary incentives for parties to enter into a CCAA. Once an agreement is in place, and if a Covered Species becomes listed, parties to the agreement are covered for incidental take if they comply with the terms of the CCAA, and operations may proceed as long as the terms of the CCAA continue to be met.

The Covered Species for this CCAA include four species of freshwater mussels, 1) Texas Fawnsfoot (*Truncilla macrodon*), 2) Texas Heelsplitter (*Potamilus amphichaenus*), 3) Trinity Pigtoe (*Fusconaia chunii*), and 4) Louisiana Pigtoe (*Pleurobema riddellii*); and two species of turtles, 1) Alligator Snapping Turtle (*Macrochelys temminckii*) and 2) Western Chicken Turtle (*Deirochelys reticularia miaria*). While the Conservation Measures outlined in this document are

---

<sup>1</sup> Members include Trinity River Authority, North Texas Municipal Water District, and the Cities of Dallas and Fort Worth.

<sup>2</sup> The term "take" as defined in Section 3 of the ESA means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.



designed to benefit these six species specifically, they should benefit a variety of aquatic species, including amphibians, fish, and macroinvertebrates.

## 1.2 Covered Parties and Certificates of Inclusion

The Upper Trinity River Water Quality Compact (Compact), a partnership consisting of North Texas Municipal Water District (NTMWD), TRA, City of Dallas, and the City of Fort Worth was formally organized in 1975 to facilitate cooperation among the large wastewater treatment plant (WWTP) operators in the basin in regulatory and planning matters; a collaborative partnership that continues today. The Compact has a long history of cooperation on water quality projects, such as the adoption of stream standards, nutrient modeling, instream water quality monitoring, ongoing funding of United States Geological Survey (USGS) gages, and emerging contaminant studies. One outcome of this collaboration is the Waste Load Allocation (WLA) study, the first of which was adopted in 1974. The WLA, described in detail in Section 6.2.1.1, is a modeling project that determines the Trinity River's assimilative capacity for constituents (i.e., the river's ability to absorb nutrient or biochemical oxygen demand loading without exceeding water quality standards), sets discharge limits, and then allocates that load out among the Compact members. These loadings are then codified in Texas Pollutant Discharge Elimination System (TPDES) permit limits issued to Compact members by the Texas Commission on Environmental Quality (TCEQ) with oversight by the Environmental Protection Agency (EPA).

The Compact recently funded a freshwater mussel survey along the mainstem and Elm Fork Trinity River, specifically targeting two East Texas mussels, Texas Heelsplitter and Louisiana Pigtoe, that are species of concern and are among the species included in this CCAA. This study was designed to fill spatial data gaps in freshwater mussel sampling and attempt to better understand the population stressors in the Trinity River Basin (water quality vs. habitat). The results and accompanying report were submitted to the USFWS Arlington Ecological Services Field Office in 2019. The study suggested that habitat and the downcutting of the Trinity River bed since at least 1939 has resulted in permanently degraded habitat in and immediately below the Dallas Fort Worth Metropolitan Area (DFW) and that poor habitat may be more detrimental to freshwater mussels than water quality, though further research is needed.

Though not a formal member of the Compact, TRWD is a regional raw water supplier for the western portions of the DFW and has a long history of partnerships with the entities that make up the Compact. If issued, TRA will hold the Permit, and each member of the Compact and TRWD will participate and be provided take coverage and regulatory assurances under a CI. Together, these entities are the Covered Parties<sup>3</sup>. Each of the Covered Parties commit to this agreement, with the specific exclusion of all wastewater-related aspects for TRWD since they

---

<sup>3</sup> The term Covered Parties is used throughout this document to maintain consistency. However, when the term Covered Parties is used in reference to wastewater treatment topics, the term only applies to the members of the Compact (as described in Section 1.2) and does not include TRWD as they are the only participant in this agreement with no wastewater operations.

do not conduct any wastewater operations. Should one or more of the Covered Parties decide to withdraw from this CCAA, the term “Covered Parties” will automatically be amended to mean the parties continuing to abide by the CCAA.

### 1.3 Benefits of this Agreement

This agreement is designed to provide a net conservation benefit to the Covered Species. The Conservation Measures (Section 8) are specifically designed to reduce threats and increase the viability of these species while ongoing and future water supply development and wastewater treatment activities continue as needed to meet the demands of an increasing human population within the Trinity River Basin over the 10-year term of this CCAA. Although this agreement is targeted to specific species, it is anticipated that the Conservation Measures implemented as part of this agreement will also improve conditions for other aquatic-dependent species.

### 1.4 Purpose of this Agreement

The purpose of this CCAA is to protect and enhance ecological diversity and function in the Trinity River Basin while allowing for existing operations and future growth of the Covered Parties’ operations in accordance with applicable laws, which are required to support a fast-growing population. To this end, this CCAA describes the net conservation benefits provided to the Covered Species, thereby addressing the Section 10 (ESA) permitting requirements relevant to these species for activities conducted within the Covered Parties’ operational areas.

This CCAA has been designed to meet the following objectives:

1. Provide comprehensive, species-specific conservation in the Trinity River Basin.
2. Provide an ongoing, adaptively managed program that will monitor the status of the Covered Species for the 10-year CCAA term, which will provide baseline status information and long-term population monitoring.
3. Enhance and restore riparian and instream habitat to the benefit of the Covered Species and all native aquatic life.
4. Provide education and outreach opportunities that are designed to educate future generations on how to protect and improve water quality and habitat availability resulting in long-term benefits for all native aquatic species.
5. Allow Covered Parties’ operations to continue uninterrupted should a Covered Species become listed under the ESA in the future.
6. Provide a roadmap and structure for when permitting of Covered Parties’ activities will fall under the coverage of the Section 10 Permit (CCAA) or need additional Section 7 consultation under the ESA.
7. Provide clear expectations and regulatory predictability for the Covered Parties’ operations and conservation efforts related to the Covered Species and associated natural communities within the Covered Area (Section 5 of CCAA) by identifying relevant conservation requirements for Covered Activities.

An important goal of this CCAA is to provide a framework for ESA compliance for Covered Species that may be impacted by Covered Activities within the Covered Area. Whether a Covered Activity occurs under Section 7 or 10 of the ESA, this CCAA will provide the framework for future ESA compliance. Federal projects (i.e., projects that are funded, approved, regulated, or carried out by a federal agency), which are subject to Section 7 of the ESA, are evaluated under a different method than those of non-federal projects, which are subject to Section 10 of the ESA. Non-federal projects must obtain a permit for take of listed species through the consultation process while federal agencies must consult with USFWS or National Marine Fisheries Service whenever their actions have the potential to affect a listed species. For example, the definition of “affect” differs slightly from that of “take” and which term applies depends on the species, the biology, the project, and its potential effects. In addition, compliance under Section 7 does not provide No Surprises assurances, instead, re-initiation of consultation may be necessary per 50 CFR Section 402.16. This CCAA is not intended to alter the obligation of a federal agency to consult with USFWS pursuant to Section 7 of the ESA. USFWS will conduct ESA consultations for Covered Activities in accordance with the established regulatory process and deadlines (50 CFR Section 402.14). Section 7 consultations are conducted on federal actions with the potential to affect ESA candidate, threatened or endangered species. Therefore, the Covered Species that are either candidates or listed as threatened or endangered need to be included in the consultation. Unless otherwise required by law or regulation, USFWS will not impose measures on applicants for take coverage under this CCAA in excess of those that have been or will be required by the permits issued should one of these Covered Species be listed. Before completing a Section 7 consultation for a Covered Activity in which USFWS proposes to require a measure that exceeds the requirements of this CCAA or associated permits, USFWS will meet with the Covered Party with jurisdiction over the affected project to discuss alternatives to the imposition of the measure that would meet the applicable legal or regulatory requirements.

This CCAA strikes a balance between natural resource conservation and the Covered Parties’ important water supply, wastewater treatment, flood control, and reservoir operations. It also reflects the Covered Parties’ operations which has potential negative effects on the Covered Species while balancing the benefits that the Covered Parties’ operations provide. Due to historic reservoir construction and the highly altered hydrology of the basin today, wastewater and water supply delivery operations provide water to a system that would otherwise be dry during low flows; however, these operations can also negatively impact the Covered Species. This regimented system, which is designed to capture and store rainfall for beneficial consumptive uses, affords some measurable control to the Covered Parties within the Covered Area such that the Covered Parties have some legislative authority, even though they do not have full regulatory control of the water system in the basin.

**CERTIFICATE OF INCLUSION**

**Certificate of Inclusion for the Candidate Conservation Agreement with Assurances and associated Enhancement of Survival Permit (Permit) for at-risk species of the Trinity River Basin, including the Texas Fawnsfoot, *Truncilla macrodon*, Texas Heelsplitter, *Potamilus amphichaenus*, Trinity Pigtoe, *Fusconaia chunii*, and Louisiana Pigtoe, *Pleurobema ridellii*; and two species of turtle, Alligator snapping turtle, *Macrochelys temminckii*, and Western Chicken Turtle, *Deirochelys reticularia miaria* (covered species)**

This certifies that \_\_\_\_\_ (participating Entity), which owns or manages the properties described below, will be included within the scope of the Permit issued to the Trinity River Authority of Texas (TRA) by the U.S. Fish and Wildlife Service under the authority of Section 10(a)(1)(A) of the Endangered Species Act (ESA) of 1973, as amended, 16 U.S.C. 1539(a)(1)(B). This Permit is effective upon signature and will become active if any of the covered species become listed under the ESA. Such Permit will authorize incidental take of covered species as part of a Candidate Conservation Agreement with Assurances (CCAA). This incidental take will be allowed due to the application of appropriate conservation measures outlined in the CCAA for the Trinity River basin that will benefit the covered species and/or their habitats, wherever they occur within the CCAA coverage area. Pursuant to the terms of the Permit and this Certificate of Inclusion (CI) signed by the participating Entity (or their designee), the holder of this certificate will be authorized to engage in any otherwise lawful activity on the properties they own or manage that may result in the incidental taking of the covered species, as appropriate, subject to the terms and conditions of the Permit and the CCAA. Permit authorization is subject to the participating Entity carrying out applicable conservation measures described in the CCAA and the terms and conditions of the Permit and the CCAA. By signing this Certification of Inclusion, the participating Entity agrees to implement the conservation measures and other requirements described in the CCAA, and take steps as necessary to ensure personnel, agents, and contractors under their purview comply with these requirements during their activities in the Trinity River basin.

Participating Entity or Property Owner’s Name and Address:

---

---

---

---

- Description of Service Area (attached).
- Brief Description of participation entity’s primary function and operations (attached)
- Total acres of Service Area within the Trinity River basin (attached)
  - Note: Map(s) must clearly show Service Area boundaries and major projects like existing levees, reservoirs, pipeline crossings, water and wastewater treatment plants and other relevant infrastructure.

- Duration of Certificate of Inclusion from date of last signature. Certificates of Inclusion will expire with the term of the CCAA unless renewed (i.e., a CI will not provide assurance beyond the duration of the 10 year agreement between TRA and USFWS)

The participating member agrees to give 60 days written notice to TRA of their intent to terminate this Certificate of Inclusion.

Enrolled entities will notify TRA within 30 days following a major change in service area within the Trinity River basin, change in entity name or legislative authority, or designation of operation responsibilities from one entity to another. TRA will offer the new entity the option of receiving conservation coverage by agreeing to implement all CCAA conservation measures and signing a new CI.

By signing below, the participating Entity acknowledges that they have read and understand this CI and the CCAA in effect on the date of their signature. The participating Entity further commits to comply with the terms and conditions of the CCAA and the Permit attached to this CI. Finally, the participating Entity acknowledges that this CI and the CCAA may not be sufficient to prevent the listing of the covered species.

Participating Entity

\_\_\_\_\_ Date \_\_\_\_\_

--- Participant Signature(s) ---

Trinity River Authority of Texas

\_\_\_\_\_ Date \_\_\_\_\_

J. Kevin Ward – General Manager

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 16

**DATE:** September 19, 2023

**SUBJECT:** Consider Approval of Memorandum of Understanding with City of Fort Worth for Waterwheel Operation and Maintenance

**FUNDING:** Fiscal Year 2024 General Fund - \$25,000

#### **RECOMMENDATION:**

Management recommends approval of a five (5) year renewable Memorandum of Understanding (MOU) between the District and the City of Fort Worth to define the cooperative efforts and responsibilities associated with the construction and operation of one or more waterwheels in the Trinity River.

#### **DISCUSSION:**

The District and City of Fort Worth have a keen interest in protecting and preserving the quality of local waterways. Stormwater from rain events causes the accumulation of trash and debris along and in the Trinity River. The District and the City plan to install one or more wheel-based floatable litter capture devices known as waterwheels which are designed to remove litter and debris from the Trinity River. The District and the City developed and maintain a joint Municipal Separate Storm Sewer System ("MS4") Permit authorized by the Texas Commission on Environmental Quality that includes litter control measures. The installation of the waterwheels will support the required Education and Maintenance portions of the permit.

Although this project will have an impact on the removal of floatables from the river, one of the primary goals is to serve as a visual reminder of the collaborative efforts between the District and the City to combat litter within the watersheds. This will complement efforts both groups have made cooperatively to control litter in the city through litter awareness campaigns since 2010. The District and the City will continue to encourage communities across the area to join the fight against litter and other sources of non-point source pollution by installing the waterwheels in the Trinity River to capture floatables and debris.

Projected annual operating costs, per entity, per waterwheel are \$25,000 or less.

This item was reviewed by the Recreation Committee on September 13, 2023, and the Construction and Operations Committee on September 15, 2023.

#### **Submitted By:**

Darrel Andrews  
Environmental Director

**MEMORANDUM OF UNDERSTANDING**  
**Trinity River Waterwheels for Floatables Management**

This Memorandum of Understanding ("MOU") is effective, as of the date of final execution, ("Effective Date") by and between the **TARRANT REGIONAL WATER DISTRICT**, a water control and improvement district a conservation and reclamation district, and political subdivision of the State of Texas, created and functioning under Article 16, Section 59, of the Texas Constitution and the general laws of the State of Texas, including Chapters 49, 50 and 51, Texas Water Code, and Chapter 268, Acts of the 55<sup>th</sup> Texas Legislature, Regular Session, 1957, as amended, ("TRWD") and the **CITY OF FORT WORTH**, a Texas home rule municipal corporation ("City"), each individually referred to as a "party" and collectively referred to as the "parties".

**WHEREAS**, as water suppliers for over two million people in Fort Worth, Texas and surrounding communities, TRWD and the City have a keen interest in protecting and preserving the quality of local waterways; and

**WHEREAS** hundreds of tons of trash and debris are deposited each year into local creeks, rivers, and waterways—including the trash and debris that accumulates along the Trinity River after a rain event—which serve as major sources of drinking water for millions of North Texans; and

**WHEREAS** in order to reduce the amount of trash and debris washing into local waterways, TRWD and the City seek to install up to two large, wheel-based floatable litter capture devices known as waterwheels with the ability to remove litter and debris from the Trinity River; and

**WHEREAS** in addition to the direct impact of removing litter and debris from the Trinity River, the waterwheels also have a significant educational outreach impact on litter awareness by serving as visual reminders of the collaborative efforts between TRWD and the City to combat litter within the watersheds; and

**WHEREAS** TRWD and the City developed and maintain a joint Municipal Separate Storm Sewer System ("MS4") Permit authorized by the Texas Commission on Environmental Quality and maintained by the joint Stormwater Management Plan ("SWMP") that includes litter control measures. The installation of the waterwheels will support two key activities of the SWMPs Minimum Control Measures ("MCM"): MS4 Maintenance Activities ("MCM1") and Public Involvement and Participation ("MCM7.2"); and

**WHEREAS** TRWD and the City will continue to encourage communities across the area to join the fight against litter and other sources of non-point source pollution by installing the waterwheels in the Trinity River to capture floatables and debris.

**NOW, THEREFORE**, in consideration of the mutual benefits and obligations set forth herein, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. Funding.
  - a. Funding for the waterwheel litter capture devices will proceed as outlined below:
    - i. The City will provide funding for the engineering and design of the waterwheels.
    - ii. TRWD will commit at least \$350,000.00 for the construction and installation of the waterwheels.
    - iii. The City and TRWD will collaborate to solicit private funding for the construction and installation of the waterwheels.
    - iv. After construction, all general operation, maintenance, repair expenses and trash disposal costs ("O&M Expenses") will be generally shared equally on a 50/50

basis between the Parties as detailed in section 3.c. As of the date of this MOU, it is anticipated that the annual O&M Expenses per Party should not exceed \$25,000 per waterwheel. If for any reason the annual O&M Expenses for either Party substantially exceeds the anticipated cost of \$25,000 per waterwheel, an expense report will be prepared by the Party pursuing the additional expense and shared with the other party for review. In no event shall any Party be expected to expend more than \$75,000 per year for O&M Expenses of both waterwheels.

- v. If the Parties agree to the reasonableness of the expense report, the expense report(s) will form the basis of the new obligation of each party, and the Parties will collaborate to provide additional funds to cover those costs.
  - vi. If the Parties do not agree to the accuracy of the accounting(s), they shall endeavor to resolve the disagreement through normal channels of communication and good-faith discussion.
  - vii. Funding Prioritization. The Parties agree that the funding for the waterwheels, except for engineering and design (which will be provided by the City) and each Parties' share of O&M Expenses, will be prioritized in the following order: (1) private and donor funds; and (2) TRWD funds and City funds on a 50/50 basis. For clarity, no City or TRWD funds will be expended (except for engineering and design and each Parties' share of O&M Expenses) until all private and donor funds have been exhausted.
- b. All payments or expenditures made pursuant to this MOU are made from current funds as required by Chapter 791, Texas Government Code.

2. Permitting.

- a. TRWD will be responsible for the application for the necessary federal permits from the USACE needed to construct the waterwheels in the Fort Worth Floodway.
- b. The application for any permits required by the City will be the responsibility of the City.

3. Ownership and On-Going Maintenance.

- a. The waterwheels will be owned by TRWD.
- b. TRWD and the City will jointly and equally contribute to O&M Expenses on a 50/50 basis.
- c. The intent of this MOU is for TRWD and the City to jointly share operation and maintenance (O&M) responsibilities.
- d. TRWD acknowledges and agrees that the City will be able to place and maintain certain branding or logos on the waterwheels, as necessary to satisfy the City's commitments to donors to the waterwheel project. TRWD and the City will collaborate on all other commitments related to donations.

4. Educational Campaign.

- a. Any educational campaigns or outreach may be independently developed by either party at their expense or jointly as a part of a unified approach, subject to agreement and approval from both parties.
- b. Mutually agreed upon, joint campaigns will be divided equally with a 50/50 cost share between the two parties.

5. Term and Termination.

- a. The term of this MOU shall be for five (5) years. Upon the expiration of the initial term, the MOU may be renewed year-to-year with the mutual agreement of the parties.



- b. This MOU may be terminated by convenience by either party, in its sole discretion, upon thirty (30) days written notice. At the time of termination, both parties will work together to resolve future ownership, maintenance, and cost sharing details as well as any outstanding expenses or issues.
  - c. In the event that the parties agree to dismantle any of the waterwheels, such costs will be borne mutually by both parties. This will be determined by an independent auditor hired by the party electing to dismantle a waterwheel.
6. Performance Measures.
- a. The waterwheel performance measures shall include, but not be limited to the following:
    - i. Weight of litter and debris removed by waterwheels;
    - ii. Waterwheel operation hours (as defined by time the machine is in use, other than downtime for maintenance, storm events, etc.);
    - iii. Cost of operations;
    - iv. Metrics related to any education or outreach activities.
  - b. TRWD and the City shall report performance measures annually in a written report, by the end of the MS4 permit term each year that this MOU is in existence, for incorporation into the MS4 Annual Report to be submitted to the Texas Commission on Environmental Quality.
7. Binding Nature of MOU. It is the intent of the parties that this MOU be a binding agreement between them in principle with regard to the provisions set forth herein.
8. Notices. All written notices required under this MOU must be hand delivered or sent by certified mail, return receipt requested, addressed to the proper party at the following address:

<p><u>To City:</u></p> <p>City of Fort Worth          Attn: Valerie Washington, Assistant City Manager          200 Texas Street          Fort Worth, TX 76102-6314</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p><u>To TRWD:</u></p> <p>Tarrant Regional Water District          Attn: Dan Buhman, General Manager          800 E. Northside Drive          Fort Worth, TX 76102-1016</p>
---	---

9. Governing Law. The Parties agree that this MOU shall in all respects be governed by, and construed in accordance with, the laws of the State of Texas, (without regard to principles of conflict of laws that would require the application of a law of other jurisdiction), and exclusive venue shall lie in the courts of competent jurisdiction in Tarrant County, Texas.
10. Captions and Headings. Captions and headings, used in this MOU are for reference purposes only and shall not be deemed a part of this MOU.
11. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart.

12. Entire Agreement. This MOU represents the entire understanding of the Parties in relation to the subject matter hereof, and supersedes any and all previous agreements, arrangements, or discussions between them (whether written or oral) in respect of the subject matter hereof.
13. Governmental Powers. By execution of this MOU, neither TRWD nor the City waives their sovereign or governmental powers, or immunities, all of which are expressly reserved.
14. Severability. If any provision of this MOU shall be determined to be unenforceable, void, or otherwise contrary to law, such condition shall in no manner operate to render any other provision of this MOU unenforceable, void or contrary to law, and this MOU shall continue in force in accordance with the remaining terms, and provisions hereof, unless such condition invalidates, the purpose or intent of this MOU.
15. Amendment. No amendment, modification, or alteration of the terms of this MOU shall be binding, unless it is in writing, dated subsequent to this MOU, and duly executed by the Parties hereto.
16. Third Party Rights. The provisions and conditions of this MOU are solely for the benefit of TRWD and City and are not intended to create any rights, contractual or otherwise, for any person or entity.
17. Conflicts. In the event of any dispute over the meaning or application of and provision of this MOU, this MOU shall be interpreted fairly and reasonably, and neither more strongly fair or against any Party, regardless of the actual drafter of this MOU.
18. No Partnership. Nothing in this MOU shall be deemed to create a partnership, agency, joint venture, or joint enterprise between the Parties.

[signature page follows]

**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

<p>By: _____ Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: _____, 2023</p> <p><b>APPROVAL RECOMMENDED:</b></p> <p>By: _____ Name: Cody Whittenburg Title: Code Compliance Assistant Director</p> <p><b>ATTEST:</b></p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>	<p><b>CONTRACT COMPLIANCE MANAGER:</b> 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.</p> <p>By: _____ Name: Nixalis Benitez Title: Environmental Supervisor</p> <p><b>APPROVED AS TO FORM AND LEGALITY:</b></p> <p>By: _____ Name: Matthew A. Murray Title: Assistant City Attorney</p> <p><b>CONTRACT AUTHORIZATION: M&amp;C: Form 1295:</b></p>
---	--

**TARRANT REGIONAL WATER DISTRICT:**

<p>Tarrant Regional Water District</p> <p>By: _____ Name: Dan Buhman Title: General Manager</p> <p>Date: _____, 2023</p>
--

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 18

**DATE:** September 19, 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; and

Section 551.074 Regarding Personnel Matters

#### **DISCUSSION:**

- Pending litigation
- Real property issues
- Personnel matters

#### **Submitted By:**

Alan Thomas  
Deputy General Manager

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 19**

**DATE:** September 19, 2023

**SUBJECT: Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Cedar Creek Pipeline Rehab Project**

**DISCUSSION:**

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

Next Scheduled Board Meeting

October 17, 2023 at 9:00 AM