



NORTH  
TEXAS  
MUNICIPAL  
WATER  
DISTRICT

Regional Service Through Unity... Meeting our Region's Needs Today and Tomorrow



## REAL ESTATE COMMITTEE MEETING

July 21, 2021 (Via Teleconference)

**\*\*AMENDED PRESENTATION FROM THE VERSION DISCUSSED  
AT THE REAL ESTATE COMMITTEE MEETING\*\***



## AGENDA

### I. CALL TO ORDER

### II. PUBLIC COMMENTS (FOR TELECONFERENCE COMMITTEE MEETING ONLY)

INSTRUCTIONS FOR PUBLIC COMMENT ON-LINE REGISTRATION: Prior to the start of the Finance/Audit Committee meeting, members of the public wishing to provide public comment must submit via email to [PublicRelations.Info@ntmwd.com](mailto:PublicRelations.Info@ntmwd.com) their first and last name, organization, comment topic, mailing address and email address. During the public comment portion of the meeting, speakers will be recognized by name and asked to provide their comments. The time limit is five (5) minutes per speaker, not to exceed a total of thirty (30) minutes for all speakers. The Committee may not discuss these items, but may respond with factual or policy information. Public comment is provided for committee meetings held by teleconference during the COVID-19 health threat to confirm the opportunity for two-way communication with the public during the meeting.

### III. OPENING REMARKS

A. Chairman/Executive Director/Committee Champion Status Report concerning legislation and regulatory matters, budgets, current projects and ongoing programs of the District related to real estate.



## AGENDA

### IV. ACTION ITEMS

- A. Consider approval of Real Estate Committee meeting minutes – June 23, 2021
  
- B. Discuss and consider recommendations on July 2021 regular Board meeting agenda items:
  - 1. Adoption of Resolution 21-36 authorizing License Agreement and Right-of-Way Encroachment with City of Irving – Consent Agenda Item No. 21-07-04



## AGENDA

### V. DISCUSSION ITEMS

- A. Review NTMWD lease agreement template and leases for renewal
- B. Review Wilson Creek Force Main Right-of-Way Acquisition Program amendment
- C. Review City of Melissa water line easement request at 121 Regional Disposal Facility
- D. Review City of Melissa's request to use property for recreational trails at 121 Regional Disposal Facility
- E. Review Property search to relocate Plano Wood Grind Operation at Custer Road Transfer Station
- F. Review Forney Mustang Creek Lift Station Phase 2 and Forney Force Main Right-of-Way acquisition program
- G. Review the North System Exchange Parkway Ground Storage Tank Site – initiating sale of surplus property



## AGENDA

### V. DISCUSSION ITEMS

- H. Review Rowlett Creek Regional Wastewater Treatment Plant access easement
- I. Opportunities for Committee members to provide feedback on Real Estate Committee meeting
- J. Opportunity for Committee members to request potential future agenda items  
**(No substantive discussion of items will take place at this time)**

### VI. ADJOURNMENT



## AGENDA

### V. ACTION ITEMS

B. Discuss and consider recommendations on July 2021 regular Board meeting agenda items:

**1. Adoption of Resolution 21-36 authorizing License Agreement and Right-of-Way Encroachment with City of Irving – Consent Agenda Item No. 21-07-04**

Consider recommendation to adopt Resolution No. 21-36 authorizing a License Agreement & Right-of-Way Encroachment with City of Irving at the Treated Water Pipeline from Leonard Water Treatment Plant to McKinney No. 4, Project No. 101-0425-16



## LICENSE AGREEMENT & ROW ENCROACHMENT – CITY OF IRVING

*What:* Authorize a License Agreement & Right-of-Way Encroachment with City of Irving.

*Why:* The document shall govern both parties' rights within a 283 square foot area in which the City of Irving's 72-inch pipeline exists outside its 75-foot Pipeline Easement and exists within NTMWD's Treated Water Pipeline Easement from Leonard.



# LICENSE AGREEMENT & ROW ENCROACHMENT – CITY OF IRVING

## BACKGROUND

- NTMWD acquired various Treated Water Pipeline (TWPL) easements adjacent to City of Irving's 75-foot Water Pipeline easement
- NTMWD coordinated with City of Irving once construction activities began on the adjacent TWPL easement
- A portion of the City of Irving 72-inch water pipeline exists outside the City of Irving easement and within NTMWD's TWPL easement
- NTMWD and City of Irving agree the License Agreement & Right-of-Way Encroachment document shall govern each party's operations within the 283 square foot overlap area
- No monetary compensation shall be paid by either party
- NTMWD staff confirmed the existing improvements are not detrimental to the TWPL







## LICENSE AGREEMENT & ROW ENCROACHMENT – CITY OF IRVING

- Party:** City of Irving
- Scope:** Enter into a License Agreement & Right-of-Way Encroachment
- Project:** No. 101-0425-16, Treated Water Pipeline from Leonard Water Treatment Plant to McKinney No. 4
- Amount:** N/A



## AGENDA

### V. DISCUSSION ITEMS

- A. Review NTMWD lease agreement template and leases for renewal



## REAL ESTATE COMMITTEE

### BACKGROUND

- Non-uniform Lease Agreements have been implemented for NTMWD properties in the past.
- Lease agreements applied to unimproved properties for agricultural purposes.
- Exceptions: 121 RDF, residential properties
- Standard Lease Template developed by legal consultants and NTMWD staff to provide uniformity:
  - 2015 – approximately 76 leases
  - 2021 – 11 leases
- Simple and readable for Tenants.
- Auto renewal terms with uniform rent escalations, protection for NMTWD, standard insurance requirements.
- Staff recommends 5-year term with 4% escalation each year.

## LEASE AGREEMENT



This LEASE AGREEMENT ("Lease") is entered into by NORTH TEXAS MUNICIPAL WATER DISTRICT ("Landlord") and [REDACTED] ("Tenant"). Landlord leases to Tenant and Tenant leases from Landlord approximately [REDACTED] acres, as shown on the attached Exhibit A (the "Leased Premises"), which is incorporated herein by reference, all of which is located at [REDACTED].

1. **Lease Term.** The term of this Lease ("Lease Term") is [REDACTED] ( ) years, commencing on [REDACTED] 20 [REDACTED], and ending on **December 31, 2022**, subject to the terms, conditions, and covenants contained herein. After the initial Lease Term expires, this Lease shall automatically renew for one-year periods unless Landlord or Tenant elect to terminate the Lease after the initial Lease Term by providing written notice to the other party.

2. **Taxes.** Tenant is solely responsible for the payment of real estate taxes assessed against the Leased Premises during the Lease Term and any automatic renewal period, if any.

3. **Rent.** Tenant agrees to pay Landlord, in advance, without offset or deduction, rent for the Leased Premises at the rate of [REDACTED] per year. In the event the Lease is automatically renewed as set forth in Section 1, the rent shall be determined by Landlord as of the date of renewal of the Lease. [OR] In the event the Lease is automatically renewed as set forth in Section 1, the rent shall be increased by 4% per year for each year that the Lease is renewed.

4. **Use.** Tenant will use the Leased Premises for the following purposes and no others: [REDACTED]. Tenant shall not change Landlord's lock on any access gate or otherwise interfere with Landlord's access to the Leased Premises; allow a lien to be placed on the Leased Premises; create a nuisance, or allow a nuisance to continue after receiving written notice of the nuisance from Landlord; and, store or use any oil, diesel, gasoline, hydrocarbon products (other than in motorized vehicles), bio chemical products, hazardous substances or waste, or any other product or substance that would constitute an environmental hazard, or which would otherwise be prohibited from use or storage by the Environmental Protection Agency, or by State Law.

5. **Security Deposit.** Tenant will not pay Landlord a security deposit under this Lease.

6. **Condition of Premises.** Tenant has examined and accepted the Leased Premises in their present As Is condition as suitable for the purposes for which the Leased Premises are leased, and by execution of this Lease accepts the Leased Premises.

7. **Alterations.** All alterations, additions, and improvements to the Leased Premises (except trade fixtures, office equipment, furniture, shelving in both the office and warehouse areas of the Leased Premises, inventory and any other personal property) installed at Tenant's expense will become Landlord's property and must remain on and be surrendered by Tenant with the Leased Premises on expiration of the Lease Term or earlier termination of this Lease. Exterior or structural alterations, additions, and improvements to the Leased Premises by Tenant may be made only with Landlord's written consent, which must not be unreasonably withheld, conditioned or delayed. If consent is granted to make exterior or structural alterations, additions, or improvements to the Leased Premises, the exterior or structural alterations, additions, or improvements must not commence until Tenant has furnished to Landlord a certificate of insurance showing coverage in an amount satisfactory to Landlord that protects Landlord from liability for injury to any person and damage to any personal property, on or off the Leased Premises, in connection with the making of alterations, additions, or improvements. At the termination of this Lease, Tenant must deliver the Leased Premises in broom clean condition, ordinary wear and tear and damage caused by casualty excepted. Any damage caused by the installation or removal of trade fixtures must be repaired at Tenant's expense before the Lease Term expires. All alterations, additions, improvements, and repairs made by Tenant must be made in a good and workmanlike manner.

8. **Compliance with Laws and Regulations.** Tenant will, at its own expense, comply with all laws, orders, and



NTMWD PROPERTY SITE	LESSEE NAME	USE	BOARD APPROVAL	INITIAL LEASE	LAST RENEWAL	# ACRES	PAYMENT	FREQ.	Price/Acre	LEASE EXPIRATION	NOTES
Monofill Site	Glynn & Linda Dodson	Ag	Unknown	January 2013	January 2019	360.00	\$8,100	ANNUAL	\$23	No expiration	Ag Lease
Wilson Creek (Lucas)	Gerald & Sally Lewis	Ag	Unknown	October 2008	October 2018	220.00	\$2,200	ANNUAL	\$10	No expiration	Buffer land surrounding WWTP
	Bedell Cattle Company / Sandy Bedell	Ag	No	July 2018	N/A	88.85	\$975	ANNUAL	\$11	No expiration	Buffer land surrounding WWTP
Sabine Creek WWTP	Mike McKown	Ag	Unkown	November 2007	N/A	110.46	\$100	ANNUAL		Written notice required to terminate	Buffer land surrounding WWTP
Wylie WTP Dredging Site - Skyview Drive	Ben Sholz / B Sholz Farms	Ag	Leased prior to acquisition	October 2015	N/A	9.80	\$0			Written notice required to terminate	No rent per original agreement.
Leonard WTP	Clint & Jennifer Smith	Res	Unknown	March 2016	March 2018	28.14	\$850	MONTH		No expiration	Reside in home, maintain approx. 28 acres.
Leonard WTP	Peggy & Bubba Damesworth	Ag	Aug. 2020	May 2020	N/A	300.00	\$0			May 2025	Tenants installed barbed wire fence in lieu of rent; eliminates NTMWD's need to maintain. Tenants leased for 15 yrs prior.
121 RDF	Albert Fuller	Res / Ag	Leased prior to acquisition	1990's	2019	513.11	\$6,130	ANNUAL	\$10	No expiration	Not Surplus, \$360 water usage fee payment included with rent
Parkway Transfer Station	City of Plano	Mun.	Interlocal Agreement	October 2006	October 2016	2.56	None			October 2021 - 5 year renewal terms; 120 day notice prior expiration date to terminate.	
Custer Road Transfer Station	City of Plano	Mun.	ILA - same agreement as below	October 2003	April 2016	n/a				April 2026	Composing on non-surplus land at Solid Waste Facility
121 RDF Landfill	City of Plano	Mun.	ILA - same agreement as above	October 2003	April 2016	n/a				April 2026	Composing on non-surplus land at Solid Waste Facility
<b>TOTAL ACREAGE LEASED</b>						<b>448.40</b>					



## AGENDA

### V. DISCUSSION ITEMS

- B. Review Wilson Creek Force Main Right-of-Way Acquisition Program amendment



## REAL ESTATE COMMITTEE

### BACKGROUND

- The Wilson Creek Transfer Force Main Right-of-Way Acquisition Program was approved by the Board in March 2020.
- Ad Memo called for installation of a 36-inch force main and referenced a future parallel force main.
- Resolution did not specify easement rights for one or two pipelines.
- The map identified the route of the pipeline from the Wilson Creek Lift Station to the North McKinney Lift Station.

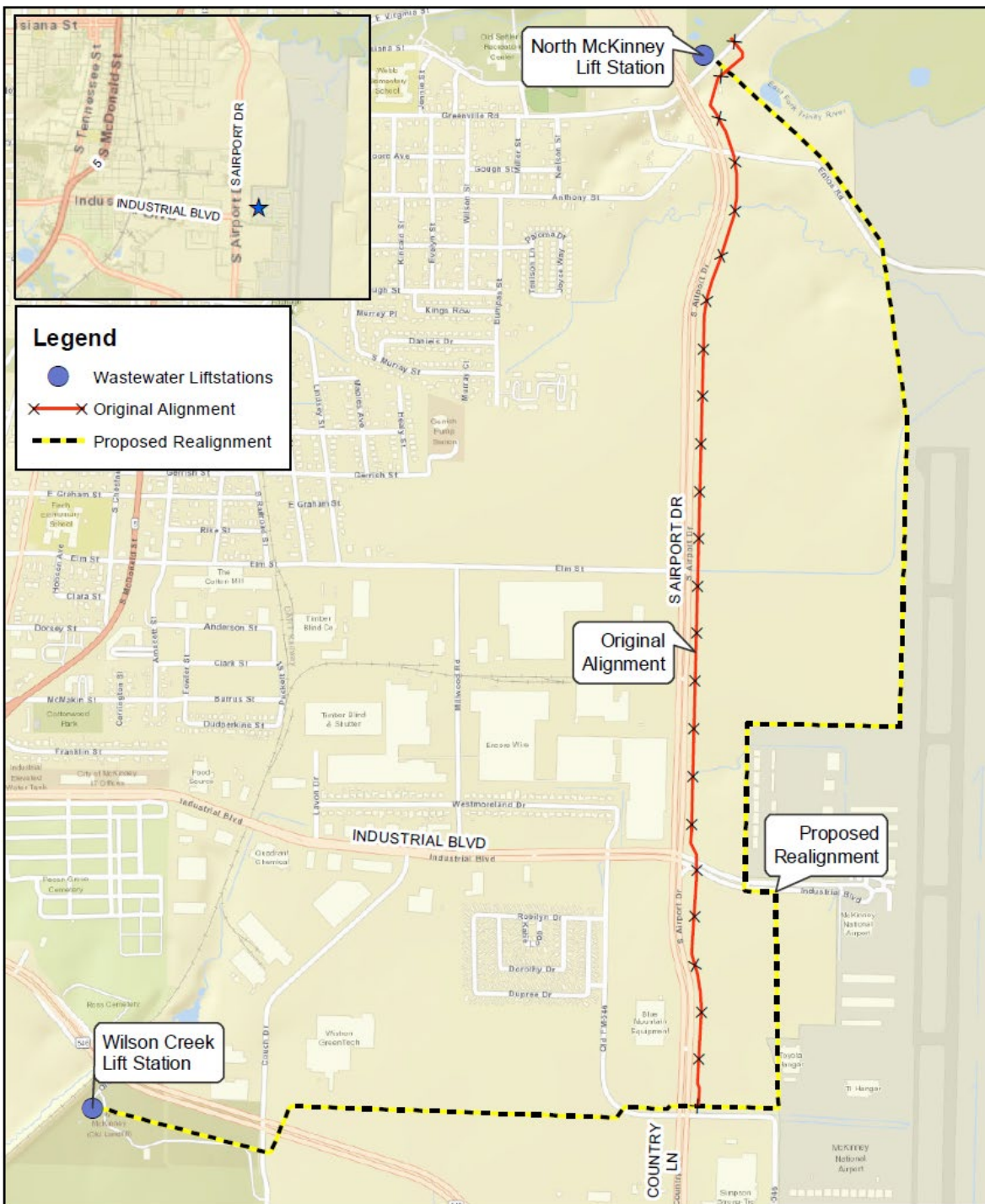




## REAL ESTATE COMMITTEE

### PROPOSED AMENDMENTS

- The project will now install two parallel 42-inch force mains.
- The amendment will call for easements with rights for two pipelines within the Resolution
- The alignment has shifted within the previously identified parcels
- A new map will show the updated alignment between the two Lift Stations.
- The proposed amendments will be presented for Board authorization in August 2021.





## AGENDA

### V. DISCUSSION ITEMS

- C. Review City of Melissa water line easement request at 121 Regional Disposal Facility

## City of Melissa Water Map



esri

600ft

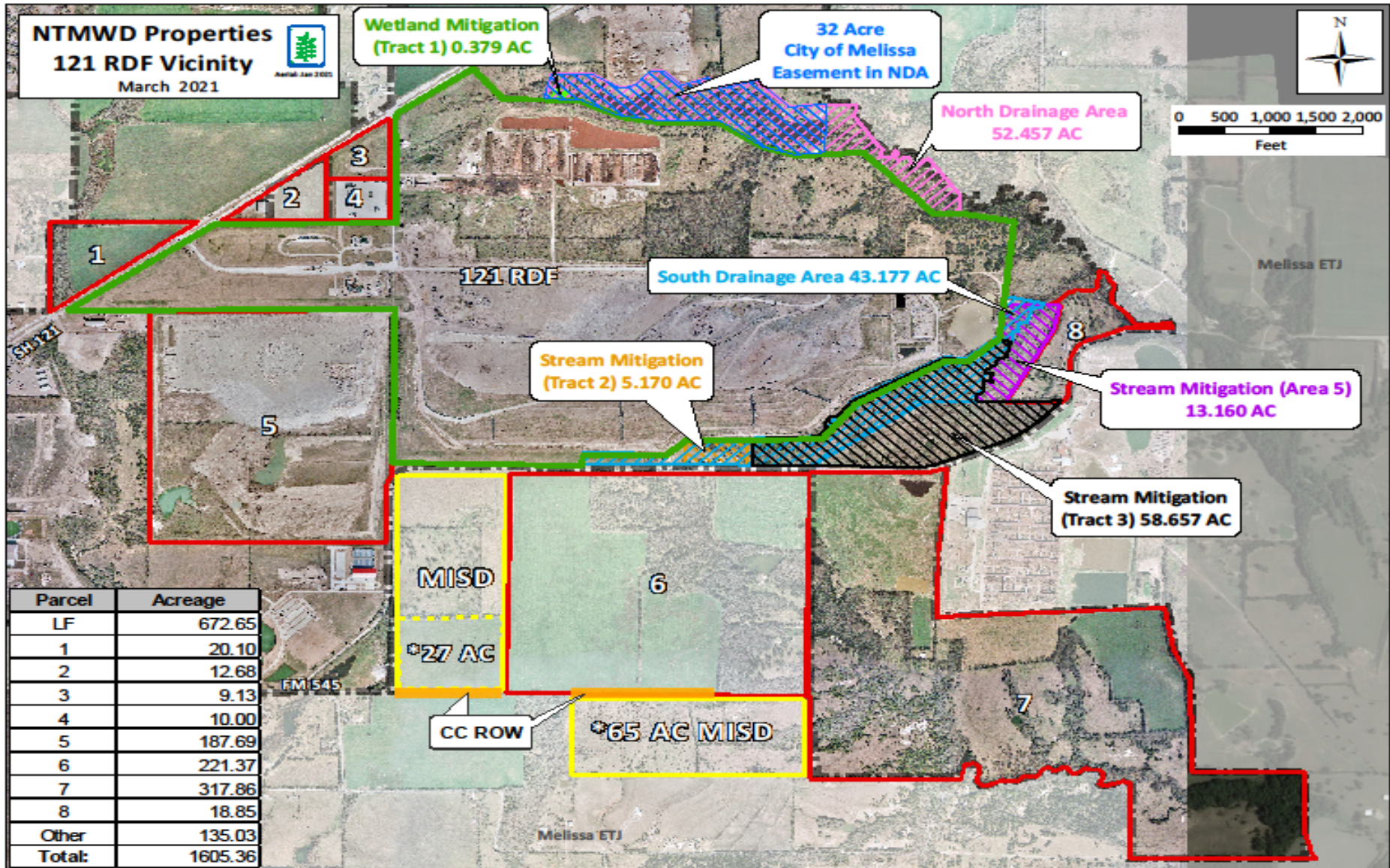
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## AGENDA

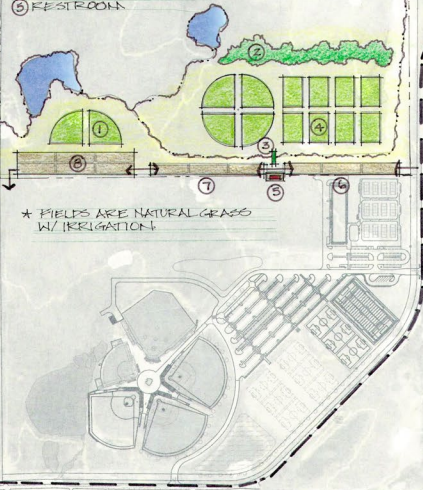
### V. DISCUSSION ITEMS

- D. Review City of Melissa's request to use property for recreational trails at 121 Regional Disposal Facility





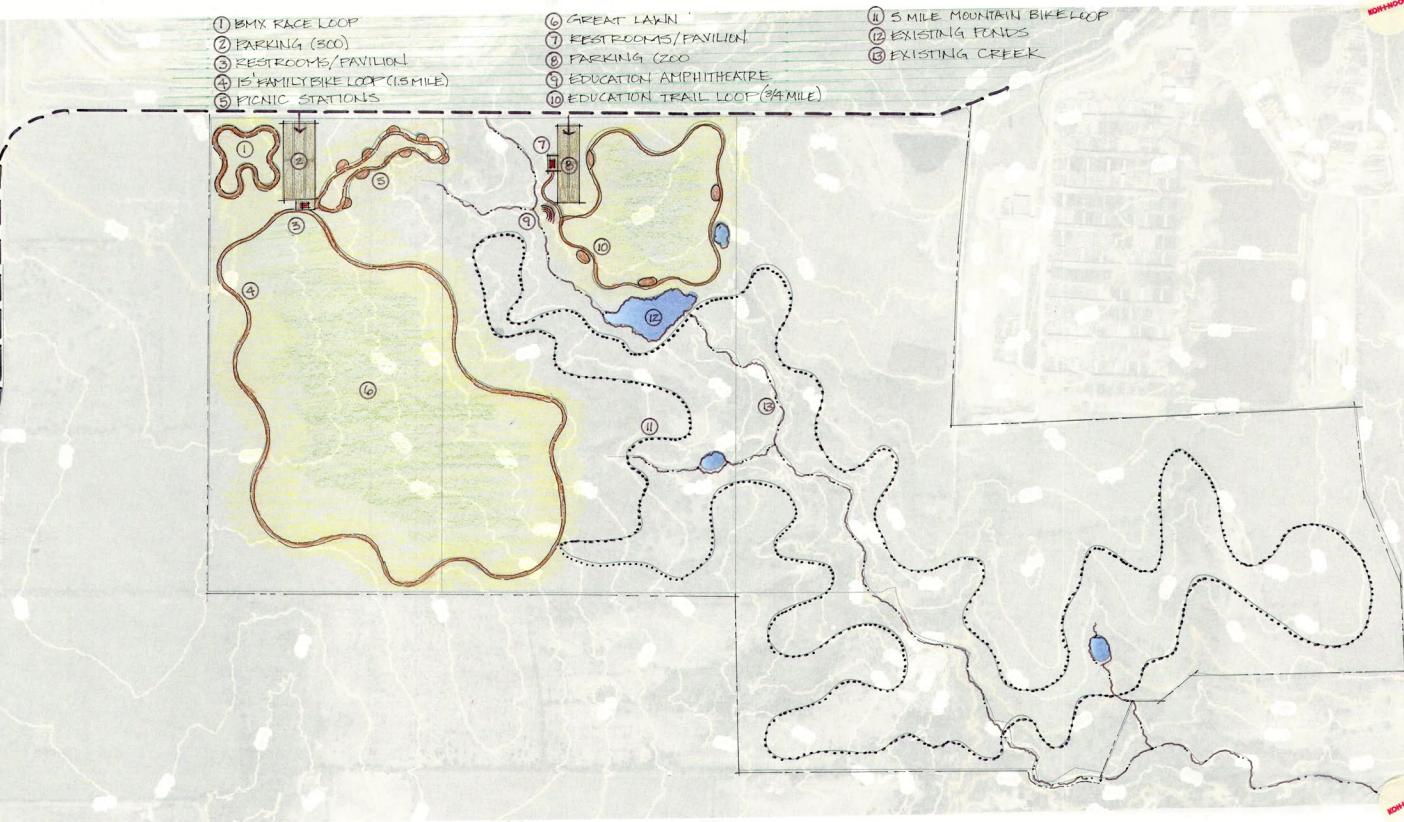
- ① 200' LITTLE LEAGUE PRACTICE FIELDS
- ② TREE BUFFER
- ③ BRIDGE (75'x10')
- ④ 180'x120' JR SOCCER
- ⑤ RESTROOM
- ⑥ PARKING (150)
- ⑦ PARKING (150)
- ⑧ PARKING (300)



- ① BMX RACE LOOP
- ② PARKING (300)
- ③ RESTROOMS, PAVILION
- ④ 1.5 FAMILY BIKE LOOP (1.5 MILE)
- ⑤ PICNIC STATIONS

- ⑥ GREAT LAWN
- ⑦ RESTROOMS/PAVILION
- ⑧ PARKING (200)
- ⑨ EDUCATION AMPHITHEATRE
- ⑩ EDUCATION TRAIL LOOP (0.9 MILE)

- ⑪ 5 MILE MOUNTAIN BIKE LOOP
- ⑫ EXISTING POND
- ⑬ EXISTING CREEK



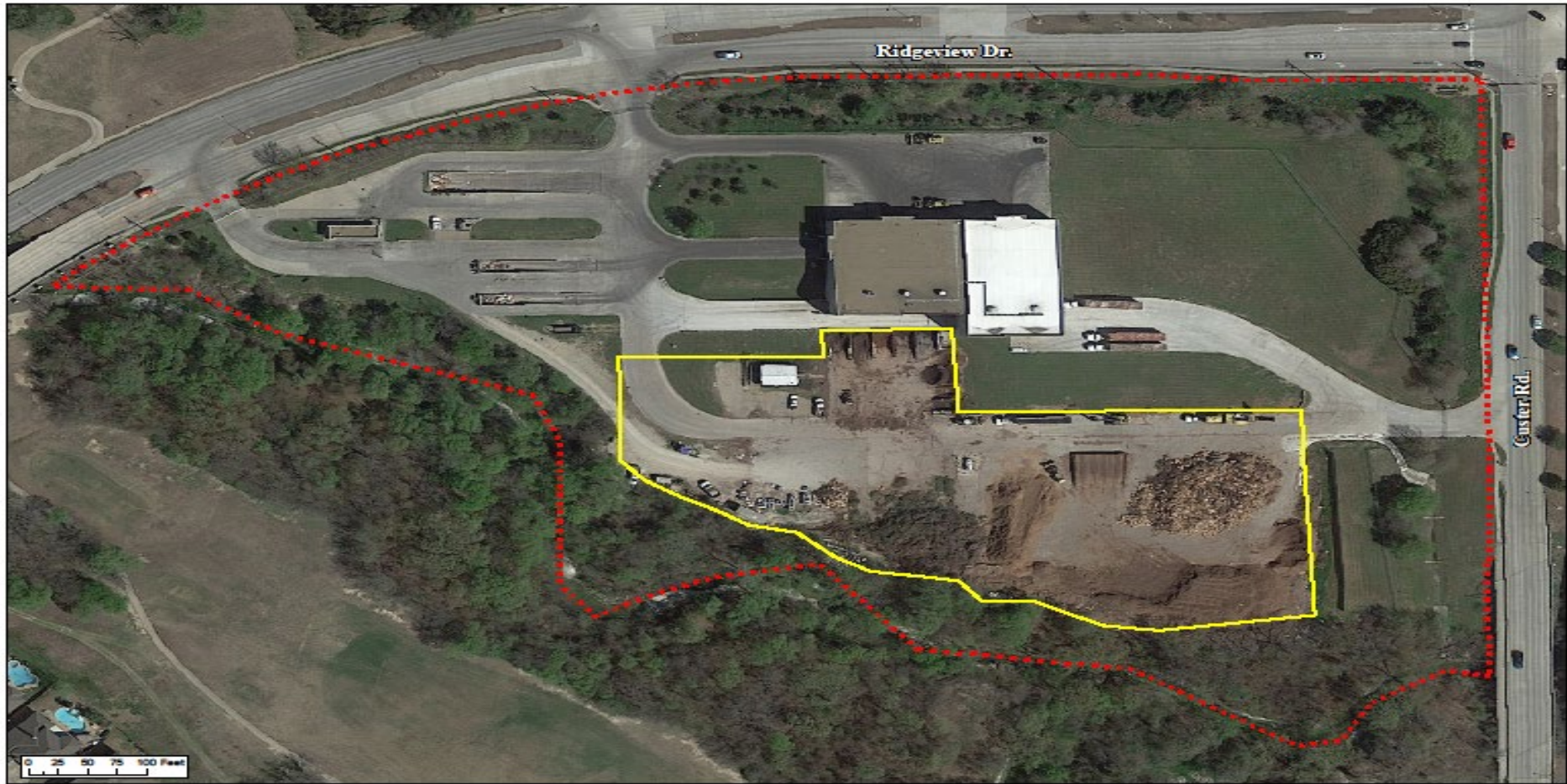


## AGENDA



### V. DISCUSSION ITEMS

- E. Review property search to relocate Plano Wood Grind Operation at Custer Road Transfer Station





**Legend**

-  Limits of Operation
-  Property Boundary

**Exhibit 1**



## Ridgeview Dr. Looking East



## Ridgeview Dr. Looking West



## Custer Road Transfer Station





## AGENDA

### V. DISCUSSION ITEMS

- F. Review Forney Mustang Creek Lift Station Phase 2 and Force Main Right-of-Way acquisition program



## REAL ESTATE COMMITTEE

### BACKGROUND

- Capacity at Forney Mustang Creek Lift Station (FMCLS) is limited to 12 MGD due to the size of the existing discharge force main.
- City of Forney requested NTMWD increase FMCLS capacity to 30 MGD to meet projected flows beyond 2030 due to service area growth demands.
- A 36-inch Force Main from FMCLS to Buffalo Creek Lift Station will be installed to increase discharge capacity.
- The Engineering Service Agreement for the 36-inch Force Main was approved by the Board in April 2020.
- Approx. 2.5 acres of Permanent and 2.6 acres of Temporary easement will be acquired from FMCLS to Farm-to-Market Road 740.
- Approx. 5.8 acres of existing Permanent easement shall be amended to allow for a second pipeline from Farm-to-Market Road 740 to Buffalo Creek Lift Station and Approx. 7 acres of Temporary easement will be acquired.
- A budget of \$1.648 million for this program will be presented for Board authorization in August 2021.



Forney Mustang Creek Lift Station, Ph II and  
 Forney Force Main Improvements  
 Project No. 509-0561-20  
 Administrative Memorandum No. 5556





## AGENDA

### V. DISCUSSION ITEMS

- G. Review North System Exchange Parkway Ground Storage Tank Site – initiating sale of surplus property

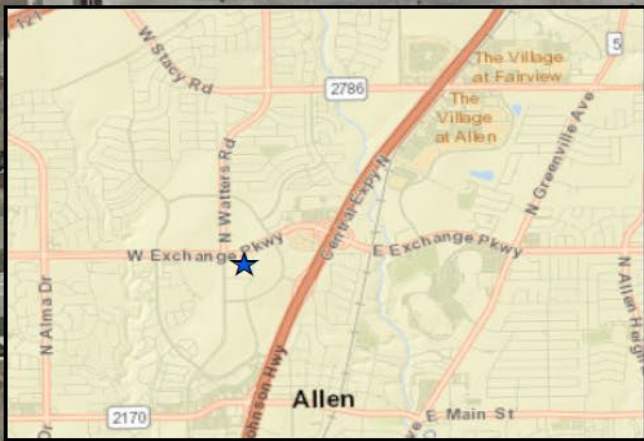







## REAL ESTATE COMMITTEE

### BACKGROUND

- Approximately 2.0 acres at the North System Exchange Parkway Ground Storage Tank site in Allen was declared surplus to the needs of the District by the Board in July 2019.
- NTMWD platted the entire site in 2019, creating Lot 2 (2-acre tract north of property) in preparation for the tract to be sold as surplus property.
- City of Allen is seeking to acquire one acre of the 2.0-acre tract.
- Meetings to be held with the City to discuss this recent request.



**Legend**

-  NTMWD Property
-  Exchange GST Site
-  Surplus Property



**North System Exchange Parkway Ground Storage  
Project No. 101-0385-15**





## AGENDA

### V. DISCUSSION ITEMS

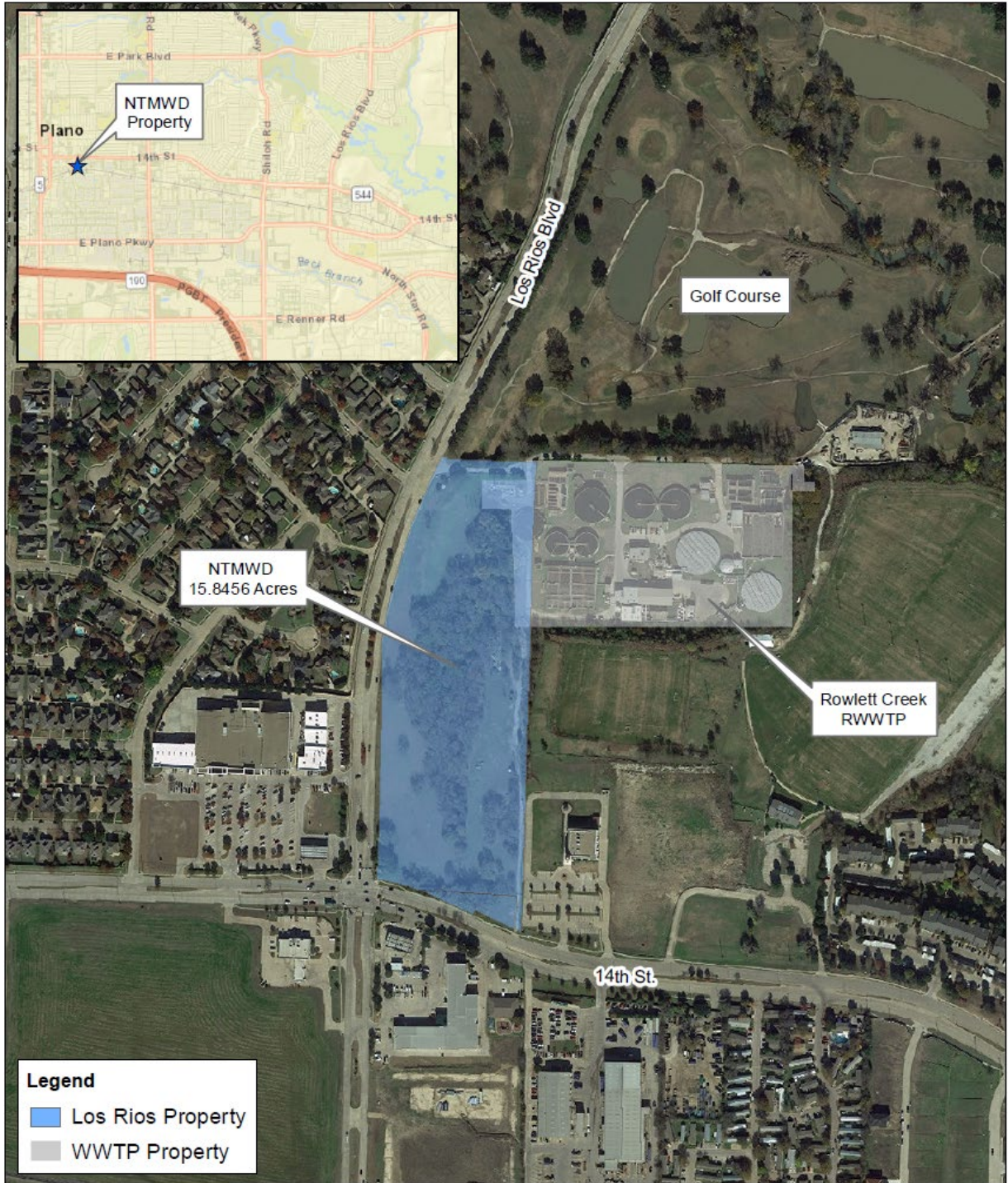
- H. Review Rowlett Creek Regional Wastewater Treatment Plant access easement

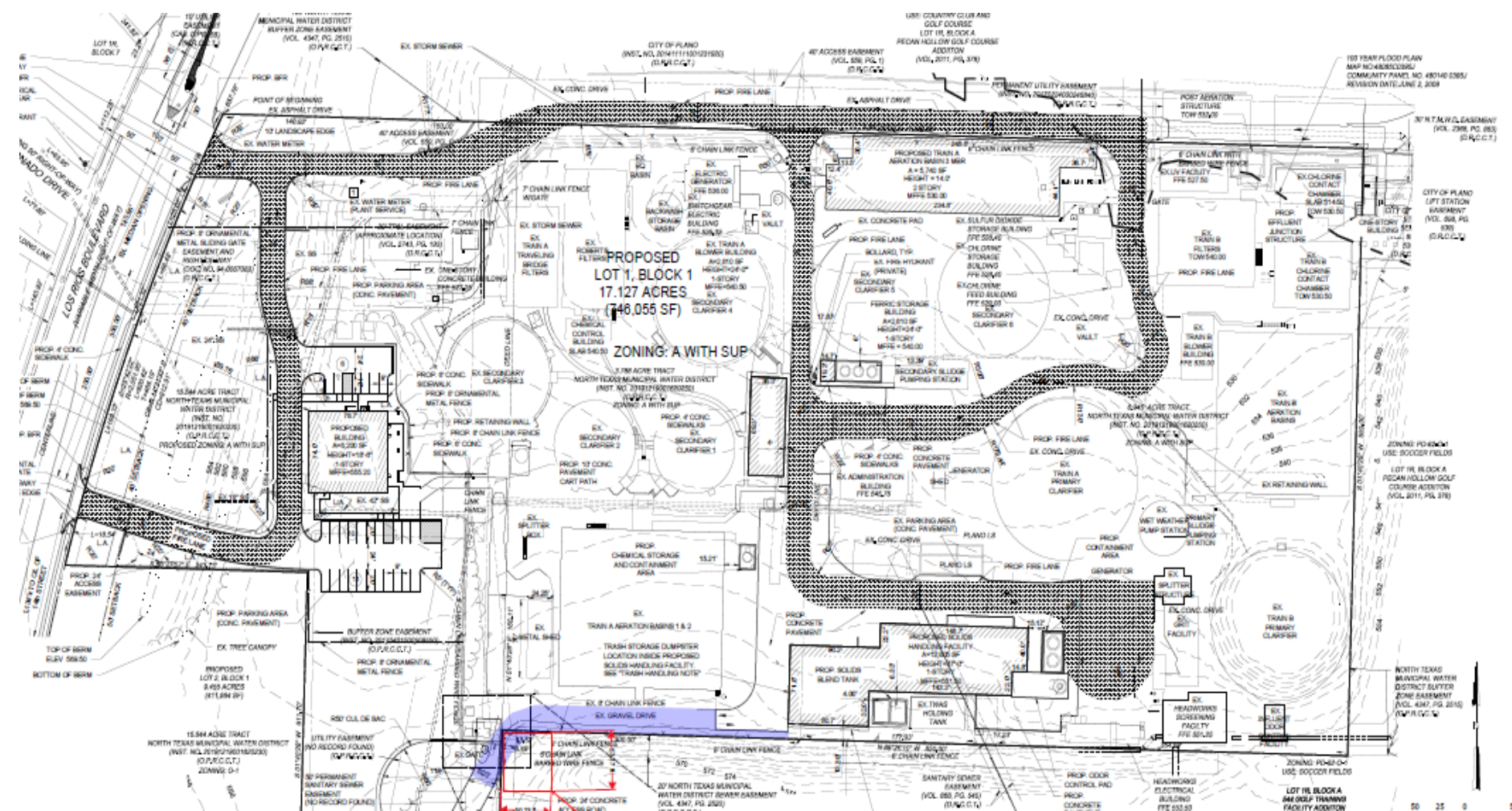


## REAL ESTATE COMMITTEE

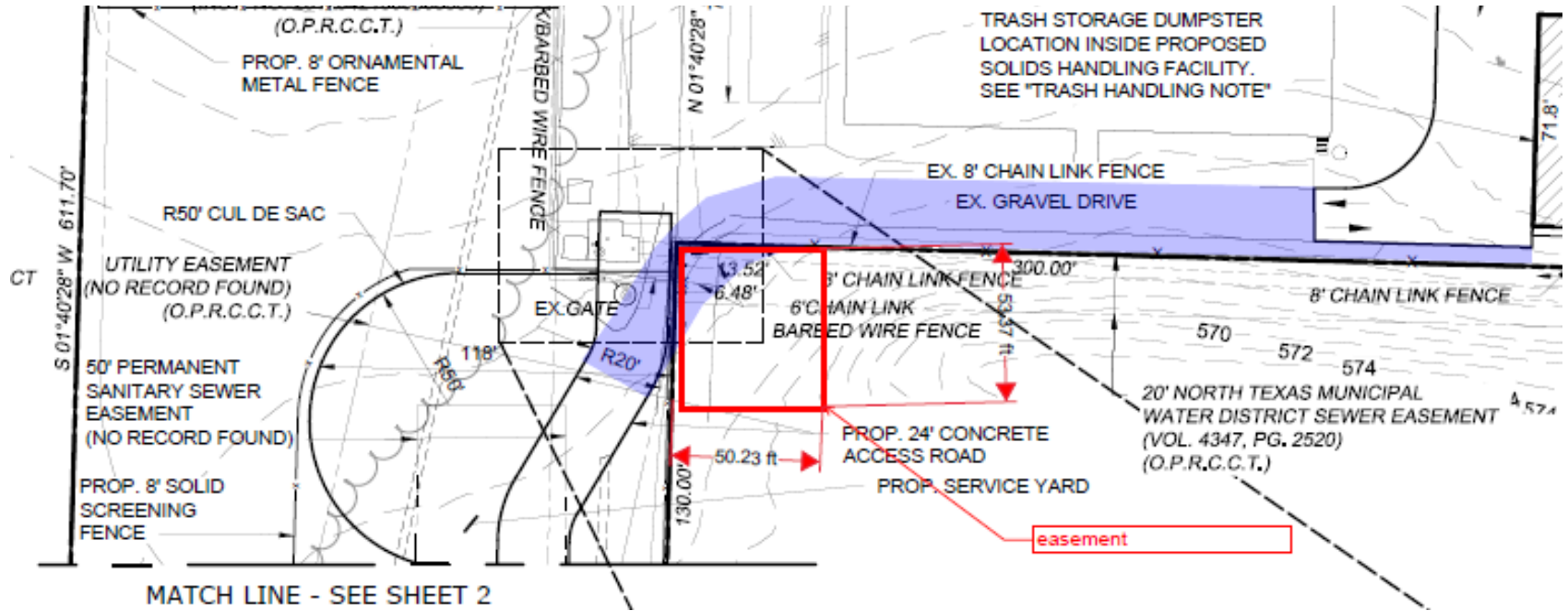
### HISTORY

- In December 2019 NTMWD acquired land at Rowlett Creek Regional Wastewater Treatment Plant (RCRWWTP) site and additional unimproved property to the west from the City of Plano.
- NTMWD has submitted an application for a zoning change request for the original WWTP and portions of the acquired property.
- To address concerns of the neighbors, NTMWD has identified a route for the sludge hauling trucks and construction traffic to use 14<sup>th</sup> Street as the primary access to and from the site.
- This route requires the acquisition of an approximately 50 ft x 80 ft Access Easement on a property to the south of the RCRWWTP.
- Owner of the property in question indicates they are agreeable to granting the Access Easement.
- Discussion regarding compensation is ongoing.
- This Right-of-Way Acquisition Program will be presented for Board authorization in August or September 2021.





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## AGENDA

### V. DISCUSSION ITEMS

- I. Opportunities for Committee members to provide feedback on Real Estate Committee meeting
- J. Opportunity for Committee members to request potential future agenda items  
**(No substantive discussion of items will take place at this time)**

### VI. Adjournment





## REAL ESTATE COMMITTEE

**OUR VISION:** To ensure all properties owned or leased by the North Texas Municipal Water District meet the needs of the District and the Region for today and tomorrow.

**MISSION STATEMENT:** Review all real estate acquisitions, sales, leases, agreements and transactions in support of the District operations and goals. Verify use of properties are in support of the District needs in the most efficient way possible.