



## NORTH TEXAS MUNICIPAL WATER DISTRICT

501 E. Brown Street • Wylie, Texas 75098  
(972) 442-5405 – Phone • (972) 295-6440 – Fax

TO: BOARD OF DIRECTORS

FROM: JENNA COVINGTON, EXECUTIVE DIRECTOR

DATE: DECEMBER 9, 2022

SUBJECT: REGULAR MEETING – THURSDAY, DECEMBER 15, 2022

First and foremost, I want to wish you and your families a cheerful Christmas and joyful New Year! Being that this is our last meeting of 2022, I wanted to take a moment to thank you for all the time and effort you have dedicated to making this a successful year. Directors were involved in 129 separate events on behalf of the District. Including our twelve-monthly board meetings, Directors participated in forty-eight committee meetings, five special work sessions, four tours, and approximately sixty miscellaneous meetings events trainings and conferences. Your commitment to this District has allowed us to reach the vision of meeting our Regions needs today and tomorrow.

I also wanted to take a moment to acknowledge some of the major challenges and accomplishments from the past twelve months.

- **Dedication of Bois d’Arc Lake** – A major milestone for the history of this District was hit in October as we dedicated Bois d’Arc Lake. The ceremony gave the District an opportunity to honor the efforts of hundreds of individuals, organizations, agencies, companies, and partners who helped deliver the first major reservoir in Texas in over 30 years.
- **Persistence during the Summer Drought** – As temperatures rose to record highs and lack of rainfall pushed our production capacity to the limits, the District was able to maintain critical service. This was in part due to the hard work of our staff keeping our system operational throughout this extremely difficult period. This was also successful due to our strong partnerships with our Members and Customers who voluntarily pushed conservation messaging at a critical point of the summer.
- **Chemical Cost Volatility and Access** – This year was particularly challenging as the market for chemicals increased exponentially. With record high prices on caustic, ferric and chlorine, the District had to re-strategize and re-bid our chemical contracts as suppliers were unable to honor pricing on existing contracts due to increase in material costs and transport issues. Adding to the uncertainty, the constant threat of a railroad strike for the latter half of the year created an extremely precarious situation for the District.
- **Five-Year Strategic Plan** – While strategic planning has become an important function at the District in the past several years, this year significant strides have been taken to develop an actionable and measurable Strategic Plan based on the input of the Board and staff. In May the Board formally adopted the current Strategic Plan.
- **Bois d’Arc Lake Watershed Protection Plan** – In April, the Environmental Protection Agency accepted the District’s new watershed protection plan. This marks our second plan approved by the EPA and makes projects and efforts listed in the plan to receive federal funding.

- **Grand Opening of the JBS Wetlands Center New Education Facilities** – In April, we celebrated the opening of the Pavilion Silos at John Bunker Sands Wetland Center. These silos allow the center to increase its educational outreach by providing unique and environmentally sustainable classrooms and meeting space for special events.
- **Independent Financial Review Completed** – One of the final pieces of the 2020 PUC Settlement Agreement was the completion of an Independent Financial Review. This review took a deep dive into our financial philosophies and processes. While the report provided an overall positive review of the District's finances, it also provided a series of recommendations which were mostly adopted by the Board and implemented by staff.
- **Finance Directors Partnering Meeting** – In May, the Finance Department hosted its first partnering meeting with Member and Customer Finance Directors and staff. This effort mirrors our other partnering meetings and encourages communications between the District and the cities.
- **Awards Received** – While it is important to internally recognize the accomplishments of our team, it is extremely enjoyable to receive acknowledgement from external sources as well. Here are a few of the awards and recognitions the District received in 2022:
  - February - Platinum, Gold, and Silver Awards from National Association of Clean Water Agencies at eleven Wastewater facilities.
  - February - The Finance Department received its second Distinguished Budget Presentation Award from the Government Finance Officers Association
  - March - 2022 WateReuse Award for Excellence as a Community Water Champion for NTMWD's approach to water reuse for water management challenges and advancing policies that lead to greater adoption of water recycling.
  - April - NTMWD Named Engineering News-Record Texas & Louisiana Owner of the Year
  - April - the NTMWD team Centrifugal Force sweep this year's Water Environment Association of Texas (WEAT) Operations Challenge held at Texas Water 2022 and take home the coveted Utility Management Trophy. NTMWD had a historic performance by being the first team ever to earn top scores in four of the five events – winning Process Control, Laboratory, Maintenance and Collection Systems.
  - April – Also at Texas Water 2022, NTMWD was recognized in three categories related to water conservation and reuse, and public education programs. The NTMWD Industrial, Commercial, and Institutional (ICI) Customer Analysis project was recognized by the Texas American Water Works Association (TAWWA) in the Water Conservation and Reuse awards Large Utility, Indirect Project category. NTMWD along with the City of Dallas Water Utilities and Tarrant Regional Water District won a Communications Programs Watermark Award for its regional water conservation public awareness campaign – “Water is Awesome.” Finally, the District's Water4Otter online youth education curriculum won an Honorable Mention Watermark Award for Community Outreach and Education Programs.
  - April - Fleet Department Named Top 100 Fleet List - 2022 NAFA Fleet Management Association 100 Best Fleets in the Americas
  - May - John Bunker Sands Wetland Center received the prestigious 2022 Texas Leopold Conservation Award.
  - September - The Procurement Department received the 2022 Achievement of Excellence in Procurement Award from the National Procurement Institute
  - October - Texas Optimization Program (TOPs) Special Recognition Award - 5th year consecutive award for Wylie WTP IV
  - October – NTMWD Centrifugal Force team represented WEAT at the WEFTEC 2022 Conference Ops Challenge Competition in New Orleans. The team won

- second place overall, receiving 1st Place in the Maintenance event, and 2nd place in the Process and Safety events, securing a second-place overall finish.
- November - The Texas Chapter of the Solid Waste Association of North America's Jimmy Huff Safety Award – Certificate of Achievement for the Solid Waste Department
  - December – The Accounting Department received the GFOA Certificate of Achievement for Excellence in Financial Reporting
  - Finally, I want to share some of the projects that were completed in 2022
    - Pipeline Relocations at FM 2478 (Custer Rd.)
    - Wylie Water Treatment Plant II Sedimentation Basin Troughs Improvements
    - North System Air Valve Improvements, Phase I
    - 121 Regional Disposal Facility Intermediate Cover Improvements (Construction)
    - Wilson Creek RWWTP Advanced Treatment and Headworks Improvements
    - Rockwall to Royse City Pipeline No. 2 & East System Ground Storage Tank
    - South Mesquite Creek RWWTP Influent Flow Handling and Secondary Clarifier Improvements
    - Renner Road to Plano Delivery Point 2 Pipeline
    - Wilson Creek RWWTP Electrical Improvements, Phase II
    - McKinney Lift Station Improvements
    - Wilson Creek RWWTP Maintenance Facility & Solids Operations Facility
    - Upper East Fork Interceptor System Parking and Storage Facilities at Wilson Creek RWWTP
    - Forney Mustang Creek Lift Station, Phase I

As successful as 2022 has been, the District continues to always move forward to meet the challenges of tomorrow. May you enjoy a moment of reflecting on our accomplishments while looking for the opportunities of 2023. Thank you all for your support.

**2023 Board and Committee Dates** – As we roll into 2023, I wanted you to be aware of next year's Board and Committee Dates. Attached to the memo, you will find the latest list. A hard copy will also be placed at your seat in the Board Room. These dates are subject to change as needs arise, but this will be the general rhythm of meetings for 2023. As always, we will provide more details for each date on a monthly basis.

## NORTH TEXAS MUNICIPAL WATER DISTRICT



### 2023 BOARD MEETING DATES

MONTH	DAY OF WEEK	DATE
January	Thursday	January 26, 2023
February	Thursday	February 23, 2023
March	Thursday	March 23, 2023
April	Thursday	April 27, 2023
May	Thursday	May 25, 2023
June	Thursday	June 22, 2023
July	Thursday	July 27, 2023
August	Thursday	August 24, 2023
September	Thursday	September 28, 2023
October	Thursday	October 26, 2023
November	Thursday**	November 16, 2023
December	Thursday**	December 21, 2023

**\*\*Third Thursday of month due to holidays**

### 2023 COMMITTEE MEETING DATES

MONTH	DAY OF WEEK	DATE	COMMITTEE
January	Wednesday	January 11, 2023	• Executive/Administrative <sup>1</sup>
January	Wednesday	January 25, 2023	• Operations <sup>2</sup>
February	Wednesday	February 8, 2023	• Executive/Administrative
February	Wednesday	February 22, 2023	• Operations
March	Wednesday	March 8, 2023	• Executive/Administrative
March	Wednesday	March 22, 2023	• Operations
April	Wednesday	April 12, 2023	• Executive/Administrative
April	Wednesday	April 26, 2023	• Operations
May	Wednesday	May 10, 2023	• Executive/Administrative
May	Wednesday	May 24, 2023	• Operations
June	Wednesday	June 7, 2023	• Executive/Administrative
June	Wednesday	June 21, 2023	• Operations

MEMORANDUM TO BOARD OF DIRECTORS  
 DECEMBER 9, 2022  
 PAGE 5

MONTH	DAY OF WEEK	DATE	COMMITTEE
July	Wednesday	July 12, 2023	• Executive/Administrative
July	Wednesday	July 26, 2023	• Operations
August	Wednesday	August 9, 2023	• Executive/Administrative
August	Wednesday	August 23, 2023	• Operations
September	Wednesday	September 13, 2023	• Executive/Administrative
September	Wednesday	September 27, 2023	• Operations
October	Wednesday	October 11, 2023	• Executive/Administrative
October	Wednesday	October 25, 2023	• Operations
November	Wednesday	November 1, 2023	• Executive/Administrative
November	Wednesday	November 15, 2023	• Operations
December	Wednesday	December 6, 2023	• Executive/Administrative
December	Wednesday	December 20, 2023	• Operations

**Executive/Administrative**<sup>1</sup> – The Executive/Administrative Committee meetings are typically Executive, Finance, Legislative, Personnel and Policy.

**Operations**<sup>2</sup> – The Operations Committee meetings are typically Real Estate, Solid Waste, Wastewater and Water.



## **NORTH TEXAS MUNICIPAL WATER DISTRICT**

**501 E. Brown Street • Wylie, Texas 75098  
(972) 442-5405 – Phone • (972) 295-6440 – Fax**

**BOARD OF DIRECTORS  
REGULAR MEETING (IN PERSON AND BY VIDEOCONFERENCE)  
THURSDAY, DECEMBER 15, 2022  
2:30 P.M.**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District (NTMWD) will hold a regular meeting in person and by videoconference, accessible to the public, on Thursday, December 15, 2022, at 2:30 p.m., at the following meeting location: NTMWD Administrative Offices, 501 E. Brown Street, Wylie, Texas 75098.

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

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

### **AGENDA**

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

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

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

**VI. OPENING REMARKS**

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

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

**VII. PUBLIC COMMENTS**

Prior to the start of the meeting, speakers must complete and submit a "Public Comment Registration Form." During the public comment portion of the meeting, speakers will be recognized by name and asked to provide their comments. The time limit is three (3) minutes per speaker, not to exceed a total of thirty (30) minutes for all speakers. The Board may not discuss these items but may respond with factual or policy information.

**VIII. DISCUSSION ITEMS**

- A. Update on Bois d'Arc Lake

**IX. EXECUTIVE SESSION (to begin at approximately 3:00 p.m. and end approximately at 4:00 p.m.)**

The Presiding Officer will announce that the meeting will move into closed executive session and identify the agenda items to be discussed in executive session. The executive session will conclude so that the public meeting will resume at approximately 4:00 p.m.

- A. Consult with legal counsel regarding pending or contemplated litigation (Tex. Gov't Code Section 551.071)
1. Beck Branch Parallel Interceptor, Phase II Project
- B. Long Range Water Supply Plan (Tex. Gov't Code Section 551.071 and 551.072)

**X. RECONVENE INTO REGULAR SESSION**

In accordance with Texas Government Code, Chapter 551, the Board of Directors of NTMWD will reconvene into regular session to consider action, if any, on matters discussed in Executive Session.

**XI. CONSENT AGENDA ITEMS**

The Consent Agenda allows the Board of Directors to approve all routine, noncontroversial items with a single motion, without the need for discussion by the entire Board. Any item may be removed from consent and considered individually upon request of a Board member or NTMWD staff member.

- A. **Approval of Regular Board Meeting Minutes - Consent Agenda Item No. 22-12-01**
- Consider approval of November 17, 2022, Board of Directors Regular meeting minutes
- B. **Approval of Modification of Capital Projects Request - Consent Agenda Item No. 22-12-02**
- Consider approval of December 2022 Modification of Capital Projects Request

- C. **Approval of North Texas Municipal Water District's (NTMWD) Legislative Position Statement - Consent Agenda Item No. 22-12-03**
- Consider authorizing the approval of NTMWD's Legislative Position Statement for policy issues in the 88<sup>th</sup> Texas Legislature and the 2023 session of the Oklahoma Legislature
- D. **Authorize the execution of a Memorandum of Understanding (MOU) between NTMWD and the Fannin County Sheriff's Department - Consent Agenda Item No. 22-12-04**
- Consider authorizing the Board of Directors to execute a MOU between NTMWD and the Fannin County Sheriff's Department for Shared Governance Communications and Dispatch Services Systems for an initial 3-year term with automatic annual renewal
- E. **Authorize additional engineering services for the Water Transmission System CIP Update project - Consent Agenda Item No. 22-12-05**
- Consider authorizing additional engineering services with Hazen and Sawyer in the amount of \$70,000 to determine the feasibility of constructing one shared pipeline in NTMWD's South Transmission System for Project No. 101-0588-21, Water Transmission System CIP Update
- F. **Authorize legal services for the Beck Branch Parallel Interceptor Improvements Phase II project - Consent Agenda Item No. 22-12-06**
- Consider authorizing legal services with Saunders, Walsh & Beard, Attorney & Counselors, in the amount of \$15,000 for Project No. 501-0439-16, Beck Branch Parallel Interceptor Improvements, Beck Branch Parallel Interceptor Phase II and Plano Spring Creek Force Main Parallel
- G. **Adoption of Resolution No. 22-51 authorizing the conveyance of property to the City of Lavon - Consent Agenda Item No. 22-12-07**
- Consider adoption of Resolution No. 22-51 authorizing the Executive Director to execute transaction documents and convey property in fee simple to the City of Lavon along the Lake Texoma Outfall to Wylie Water Treatment Plant Raw Water Pipeline project

**XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION**

**WATER AGENDA ITEMS**

- A. **Authorize a budget amendment for the Plano Water Transmission Facilities System project – Administrative Memorandum No. 5879**
- Consider authorizing a budget amendment in the amount of \$200,000 for the replacement of a 36-inch valve within the Plano Water Transmission Facilities System
- B. **Authorize execution of an engineering services agreement (ESA) for the Wylie Water Treatment Plants (WTP) I, II, III, and IV Filter Media Improvements project – Administrative Memorandum No. 5880**
- Consider authorizing the Executive Director to execute an ESA with Carollo Engineers, Inc., in the amount of \$1,769,387 to conduct a preliminary engineering study, including field pilot testing for Project No. 101-0615-22, Wylie Water Treatment Plants I, II, III, and IV Filter Media Improvements



- C. **Authorize execution of an engineering services agreement (ESA) for the pipeline relocations associated with the Texas Department of Transportation's (TxDOT's) expansions for US Highway 380, FM 1641 and FM 741 - Administrative Memorandum No. 5881**
- Consider authorizing the Executive Director to execute an ESA with Halff Associates, Inc., in the amount of \$3,910,000, for final engineering design for Project No. 101-0619-22, Pipeline Relocations at US 380, FM 1641 and FM 741

**WASTEWATER AGENDA ITEMS**

- D. **Authorize Amendment No. 2 to the Construction Manager At-Risk (CMAR) agreement for the South Mesquite Creek Regional Wastewater Treatment Plant (RWWTP) Peak Flow Management and Expansion project - Administrative Memorandum No. 5882**
- Consider authorizing the Executive Director to execute the second amendment to the CMAR agreement with Archer Western Construction, LLC in the amount of \$8,556,427.36 for partial Guaranteed Maximum Price No. 2 for construction of work packages including early peak relief construction for Project No. 301-0525-18, South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion
- E. **Adoption of Resolution No. 22-52 authorizing the execution of an Interlocal Agreement (ILA) between NTMWD and the City of Lucas - Administrative Memorandum No. 5883**
- Consider adoption of Resolution No. 22-52 authorizing an ILA with the City of Lucas to facilitate construction of a truck wash station at the Wilson Creek Regional Wastewater Treatment Plant

**XIII. CLOSING ITEMS**

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

**XIV. ADJOURNMENT**

**REQUIRED LEGAL NOTICES**

***The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); or discussing security personnel or devices (Section 551.076). If the Board of Directors determines to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.***

***Persons with disabilities who plan to attend the NTMWD meeting and who may need auxiliary aids or services are requested to contact Shannon Sauceman in the NTMWD Administrative Offices at (972) 442-5405 as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.***

***Pursuant to Section 30.05, Penal Code (criminal trespass), a person may not enter this property with a firearm. Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun. Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.***

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

DECEMBER 2022

CONSENT AGENDA ITEM NO. 22-12-01

NOVEMBER 2022 REGULAR BOARD MEETING MINUTES

---

## **RECOMMENDATION**

The Executive Director and NTMWD staff recommend the Board of Directors approve the minutes of the regular Board meeting held on Thursday, November 17, 2022, as presented. (See attached.)

---



**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
501 E. Brown Street • Wylie, Texas 75098  
(972) 442-5405 – Phone • (972) 295-6440 – Fax

**MINUTES OF REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
NOVEMBER 17, 2022**

The North Texas Municipal Water District (NTMWD) Board of Directors met in a regular meeting on Thursday, November 17, 2022, at 2:30 p.m. Notice of the meeting was legally posted in accordance with Government Code, Title 551, Open Meetings.

**I. CALL TO ORDER**

President Jack May called the meeting to order at approximately 2:30 p.m.

President May advised the following regarding the meeting:

The meeting today is being conducted in person with two-way video and audio communication between Board members participating by videoconference, establishing a quorum. The public may attend the meeting in person. Audio and video of Board members participating by videoconference will be visible. Members of the public wishing to listen to live audio from the meeting may do so by calling in.

**II. INVOCATION**

Director Terry Sam Anderson offered the invocation.

**III. PLEDGE OF ALLEGIANCE**

President May led the Pledge of Allegiance.

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

President May led the Pledge of Allegiance to the Texas Flag.

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

The roll was called, and attendance was confirmed as follows:

	<b>DIRECTORS</b>	<b>ABSENT</b>	<b>REMOTE</b>
1	Anderson, Terry Sam		
2	Appolito, Robert	√	
3	Boren, Kalen		
4	Carr, John	√	

5	Crowley, Rick		
6	Crump, George		
7	Dyer, Phil		
8	Farmer, Joe		
9	Fuller, Marvin		
10	Gordon, Don	√	
11	Hollifield, David		
12	Imrie, Chip		
13	Johnson, Blair		
14	Kelley, Ron		
15	Kerr, James (Jim)		
16	Kever, Geralyn		
17	May, Jack		
18	Peasley, Richard	Left at 3:35 p.m.	
19	Roland, Randy		
20	Shuyler, Lynn	√	
21	Stephens, Keith		
22	Sutherland, Jody		
23	Sweeden, John		
24	Thompson, Larry		√

The following NTMWD legal and professional consultants attended the meeting:

- Lauren Kalisek(remote), Sara Thornton – Lloyd Gosselink Rochelle & Townsend
- Lewis Isaacks – Saunders Walsh & Beard
- Greg Piatt, Sydney Hill - GAP Consulting
- Bryan Fried - Amber Integrated
- Nick Bulaich – Hilltop Securities
- Molly Carson – McCall, Parkhurst & Horton
- Lissa Gregg – Freese and Nichols

**VI. OPENING REMARKS**

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

President May reminded everyone that the District offices will be closed for Thanksgiving on Thursday and Friday, November 24-25<sup>th</sup>.

President May reviewed the following tentative list of meetings for December:

- There will not be any committee meetings on Wednesday, November 30<sup>th</sup>.
- Thursday, December 8<sup>th</sup>: Long Range Water Supply Work Session - 1:00 p.m.
- Wednesday, December 14<sup>th</sup>: Legislative, Wastewater and Water Committees
- Thursday, December 15<sup>th</sup>: Board Meeting

- B. Executive Director's Status Report concerning legislation and regulatory matters, budgets, current projects and ongoing programs of the District including the

Regional Water System, Regional Wastewater System, Regional Solid Waste System, Watershed Protection, and Water Conservation

Executive Director Covington recognized that Veteran's Day was on November 11<sup>th</sup> and recognized the veterans in attendance at this meeting, as well as staff and Directors who served this country in a military capacity. She thanked them for their service.

Executive Director Covington advised that even though the District's offices will be closed for the Thanksgiving holidays, many District employees will remain on duty to ensure services are continued. She expressed her appreciation to them.

Executive Director Covington advised that Director Jim Kerr is the owner of the Allen Flower Shop which is a family run business and the second oldest business in the Town of Allen. She added that the Allen Chamber of Commerce recently held a ribbon cutting at the Flower Shop recognizing its 50<sup>th</sup> anniversary, and the oldest business in Allen, Rodenbaugh's, was also recognized by the Chamber for their 60<sup>th</sup> anniversary.

Executive Director Covington advised that there have been several inquiries regarding membership in the NTMWD. The City of Rowlett would like to become a member and a discussion with the City Manager of Rowlett was recently held to explain the process, however noted that the process has not been formalized. She advised a discussion with the Board will be held in early 2023 to discuss a potential policy on this matter. She also advised that an informal request has been made regarding the Town of Prosper becoming a member of the Regional Solid Waste System. Staff will make contact to discuss this. Additionally, there are early discussions with communities in Kaufman County that are considering a feasibility study to determine how to provide for the growing needs of their area. This will be discussed at an upcoming Water Committee meeting and an upcoming Board meeting.

Executive Director Covington spoke of the potential threat of a railroad labor strike. She advised that the District receives its chlorine and other bulk chemicals by rail. Staff will monitor the situation.

Executive Director Covington reviewed two recently completed projects: the Forney Mustang Creek Lift Station and the Rowlett Creek Regional Wastewater Treatment Plant Primary Clarifier Replacement.

**VII. PUBLIC COMMENTS**

Prior to the start of the meeting, speakers must complete and submit a "Public Comment Registration Form." During the public comment portion of the meeting, speakers will be recognized by name and asked to provide their comments. The time limit is three (3) minutes per speaker, not to exceed a total of thirty (30) minutes for all speakers. The Board may not discuss these items but may respond with factual or policy information.

Justin Jinright spoke regarding a legal matter between his family and the District and his opinion regarding a potential solution.

**VIII. DISCUSSION ITEMS**

There were no discussion items.

**IX. EXECUTIVE SESSION**

At 2:49 p.m. President May announced the need for an Executive Session of the Board of Directors to discuss items IX. A. on the agenda pursuant to the Texas Government Code, Section 551.071, Consultation With Attorney.

A. Consult with legal counsel regarding pending or contemplated litigation (Tex. Gov't Code Section 551.071)

1. Update on Oklahoma Red River Boundary Commission
2. Buffalo Creek Parallel Interceptor, Phase I Project

President May confirmed with staff that the public access line was disconnected and that the audio recording was disabled during the Executive Session discussion.

**X. RECONVENE INTO REGULAR SESSION**

In accordance with Texas Government Code, Chapter 551, the Board of Directors of NTMWD will reconvene into regular session to consider action, if any, on matters discussed in Executive Session.

Open Session reconvened at 4:14 p.m. The public teleconference line was reconnected.

No action was taken in Executive Session.

President May advised that action will be taken in open session later in the agenda.

**XI. CONSENT AGENDA ITEMS**

President May inquired whether any Director would like to remove an item from the Consent Agenda for separate discussion. There were none.

Upon a motion by Director John Sweeden and a second by Director Phil Dyer, the Board of Directors voted unanimously to approve the Consent Agenda.

- A. **Approval of Regular Board Meeting Minutes - Consent Agenda Item No. 22-11-01**
  - Consider approval of October 27, 2022, Board of Directors Regular meeting minutes
- B. **Approval of Modification of Capital Projects Request - Consent Agenda Item No. 22-11-02**
  - Consider approval of November 2022 Modification of Capital Projects Request
- C. **Adoption of Resolution No. 22-48 authorizing the amendment of a previously approved right-of-way acquisition program for the McKinney Delivery Point**

**No. 3 to McKinney Delivery Point No. 4 Pipeline project - Consent Agenda Item No. 22-11-03**

- Consider authorizing the Executive Director to amend a previously approved right-of-way acquisition program, and adoption of Resolution No. 22-48 authorizing the use of eminent domain to acquire property for Project No. 101-0505-18, McKinney Delivery Point No. 3 to McKinney Delivery Point No. 4 Pipeline

**D. Adoption of Resolution No. 22-49 authorizing the amendment to a previously approved right-of-way acquisition program for the Beck Branch Parallel Interceptor project - Consent Agenda Item No. 22-11-04**

- Consider authorizing the Executive Director to amend a previously approved right-of-way acquisition program, and adoption of Resolution No. 22-49 authorizing the use of eminent domain for Project No. 501-0439-16, Beck Branch Parallel Interceptor

**XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION**

**GENERAL / ADMINISTRATIVE SERVICES AGENDA ITEMS**

**A. Authorize Water System Variable Cost Rebates for Fiscal Year 2021-2022 – Administrative Memorandum No. 5871**

- Consider authorizing Water System Variable Cost Rebates for Fiscal Year 2021-2022 in the amount of \$2,793,511.32

Executive Director Covington reviewed that the Regional Water System Variable Cost Policy was reviewed at the October Board meeting. At present the Regional Water System budget is \$2.79 million under budget in variable costs, which is \$167,000 less than was reported at the October meeting due to some late invoices. She advised that if the Board approves this item, the checks will be mailed tomorrow. She noted that the list of affected Customers and the amounts are provided in the agenda packet.

Upon a motion by Director Chip Imrie and a second by Director Jim Kerr, the Board of Directors voted unanimously to approve.

**BOIS D'ARC LAKE AGENDA ITEMS**

**B. Authorize a termination agreement with Rayburn Country Electric Cooperative (RCEC) for the Bois d'Arc Lake Power Supply project – Administrative Memorandum No. 5872**

- Consider authorizing the Executive Director to execute a termination agreement with RCEC for the electric transmission service to the Bois d'Arc Lake Raw Water Pump Station and the Leonard Water Treatment Plant. RCEC has completed both projects and the costs for those projects have been approved by the Public Utility Commission of Texas for recovery under the Transmission Cost of Service program, which allows NTMWD to unencumber funds in the amount of (\$5,229,000) reserved for Project No. 101-0362-14, Bois d'Arc Lake Power Supply



Director Terry Sam Anderson advised that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize a termination agreement for two projects undertaken by Rayburn Country Electric Cooperative, Inc. to supply electric transmission service to the Bois d'Arc Lake Raw Water Pump Station and the Leonard Water Treatment Plant.

The projects are complete and costs incurred by Rayburn County Electric Cooperative have been approved for reimbursement by the Public Utility Commission of Texas thereby satisfying NTMWD's obligation to reimburse \$5,229,000 of their costs.

A brief discussion followed to clarify that these funds will go into the Regional Water System Fund for other projects. Since these funds were originally obtained through debt issuance, use of the funds must be approved by the Board of Directors.

Upon a motion by Director Terry Sam Anderson and a second by Director Marvin Fuller, the Board of Directors voted unanimously to approve.

#### WATER AGENDA ITEMS

**C. Authorize award of construction contract and inspection services on the Bonham Water Treatment Plant Intake Improvements project - Administrative Memorandum No. 5873**

- Consider authorizing award of construction contract with Dredge America, Inc. in the amount of \$999,975 and authorizing internal inspection services in the amount of \$27,000 for Project No. 101-0582-21, Bonham Water Treatment Plant Intake Improvements

Director Terry Sam Anderson advised that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize award a construction contract and authorize inspection services for the Bonham Water Treatment Plant Intake Improvements project. This project will dredge the intake channel at the Bonham Water Treatment Plant and remove accumulated sediment.

Upon a motion by Director Terry Sam Anderson and a second by Director Gerylne Keever, the Board of Directors voted unanimously to approve.

**D. Authorize construction Change Order No. 1 for the Plano-McKinney Water Transmission System, Phase I project - Administrative Memorandum No. 5874**

- Consider authorizing Change Order No. 1 with Garney Companies, Inc. in the amount of \$525,171.88 for remobilization and additional work necessary to facilitate Texas Department of Transportation's proposed widening of Farm-to-Market Road FM 2551, Project No. No. 101-0544-19, Plano-McKinney Water Transmission System Phase I, Relocation of 84-inch and 42-inch Pipelines

President May advised this item was discussed at the Water Committee meeting.

Upon a motion by Director Terry Sam Anderson and a second by Director Phil Dyer, the Board of Directors voted unanimously to approve.

**E. Authorize award of a construction contract and internal inspection services for the Forney-to-Terrell Pump Station Communications Tower project - Administrative Memorandum No. 5875**

- Consider authorizing award of construction contract with Schofield Civil Construction, LLC in the amount of \$2,670,000 and authorizing internal inspections services in the amount of \$200,000 for Project No. 101-0542-19, Forney-to-Terrell Pump Station Communications Tower

Director Terry Sam Anderson advised that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize award of a construction contract and internal inspection services for construction of a new communications tower at the Forney-to-Terrell Pump Station to serve the southern area of the Water Transmission System.

Upon a motion by Terry Sam Anderson and a second by Director Chip Imrie, the Board of Directors voted unanimously to approve.

**WASTEWATER AGENDA ITEMS**

**F. Authorize construction Change Order No. 6 for the Buffalo Creek Parallel Interceptor, Phase I project - Administrative Memorandum No. 5876**

- Consider authorizing Change Order No. 6 with Mountain Cascade of Texas, LLC in the amount of \$384,011.82 to renew the required contractor flood insurance for work within the 100-year flood plain as a result of delays acquiring easements, and replace an existing pedestrian bridge and additional trail within an easement per easement settlement agreement for Project No. 507-0484-17, Buffalo Creek Parallel Interceptor, Phase I`

President May advised that this item was discussed in today's Executive Session.

Director Ron Kelley advised that the Wastewater Committee discussed this item at the October 25<sup>th</sup> meeting. The purpose of this change order is to: (1) renew the required contractor flood insurance for work within the 100-year flood plain as a result of delays acquiring easements, and (2) replace an existing pedestrian bridge and additional trail within an easement per easement settlement agreement.

Upon a motion by Director Ron Kelley and a second by Director Keith Stephens, the Board of Directors voted unanimously to approve.

**LAND ACQUISITION / RIGHT-OF-WAY AGENDA ITEMS**

**G. Adoption of Resolution No. 22-50 authorizing the execution of a Right-of-Way acquisition program for the Lake Texoma Pump Station 2019 Electrical Improvements, Phase I project - Administrative Memorandum No. 5877**

- Consider adoption of Resolution No. 22-50 authorizing the Executive Director to execute a right-of-way acquisition program with a budget of \$13,000; and

authorizing the acquisition of a permanent easement for Project No. 101-0530-19, Lake Texoma Pump Station 2019 Electrical Improvements, Phase I

Director David Hollifield advised that the Real Estate Committee reviewed this item yesterday and voted to recommend the Executive Director to execute a right-of-way acquisition program for Lake Texoma Pump Station 2019 Electrical Improvements with a budget of \$13,000. Approval of this item provides the necessary property for construction of an electrical building that would supply power to meet our current and future pump station improvements.

Upon a motion by Director David Hollifield and a second by Director Rick Crowley, the Board of Directors voted unanimously to approve.

### **SOLID WASTE AGENDA ITEMS**

H. **Authorize award of construction contract and inspection services agreement for the 121 Regional Disposal Facility (RDF) Sectors 6B and 6C Mass Excavation project - Administrative Memorandum No. 5878**

- Consider authorizing award of construction contract to Rigid Constructors, LLC in the amount of \$2,947,352 and award of inspection services agreement to Biggs and Mathews Environmental in the amount of \$184,000 for Project No. 401-0614-22, 121 RDF Sectors 6B and 6C Mass Excavation

Director James Kerr advised that the Solid Waste Committee reviewed this item yesterday and voted to recommend the Board authorize award of construction contract to Rigid Constructors, LLC and award of inspection services agreement to Biggs and Mathews Environmental for 121 RDF Sectors 6B and 6C Mass Excavation.

Upon a motion by Director Jim Kerr and a second by Director Randy Roland, the Board of Directors voted unanimously to approve.

### **XIII. CLOSING ITEMS**

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

There were no comments regarding the meeting or potential future agenda items requested.

There were inquiries regarding the health of Director Shuyler and former Director Patrick.

**XIV. ADJOURNMENT**

There being no further business, the meeting adjourned at approximately 4:29 p.m.

APPROVED:

\_\_\_\_\_  
JACK MAY, President

ATTEST:

\_\_\_\_\_  
GEORGE CRUMP, Secretary

DRAFT

# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

CONSENT AGENDA ITEM NO. 22-12-02

## MODIFICATION OF CAPITAL PROJECTS REQUEST

### RECOMMENDATION

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

#### I. CONSTRUCTION CHANGE ORDERS ONLY

##### WATER SYSTEM

a. None.

##### WASTEWATER SYSTEM

a. Project No. 101-0544-19, Upper East Fork Interceptor System Relocation of 60-inch Wastewater Pipeline, Change Order No. 3.

Description	Amount	Days
Original Contract Amount	\$10,695,000.00	420
Prior Change Order(s) Total	\$182,522.03	10
<b>Proposed Change Order No. 3</b>		
Power pole relocation and additional tunnel length	\$212,507.12	10
<b>Proposed Change Order No. 3 Increase</b>	<b>\$212,507.12</b>	<b>10</b>
<b>Revised Contract Amounts</b>	<b>\$11,090,029.15</b>	<b>440</b>

Original Completion Dates: Substantial – March 16, 2023; Final – May 15, 2023

Revised Completion Dates: Substantial – April 5, 2023; Final – June 4, 2023

Funding in the amount of \$212,507.12 for Change Order No. 3 to McKee Utility Contractors, Inc. is available in the Upper East Fork Interceptor System 2020 Construction Fund

b. Project No. 301-0497-18, South Mesquite Creek Regional Wastewater Treatment Plant Solids Handling Improvements, Change Order No. 12.

Description	Amount	Days
Original Contract Amount	\$26,318,000.00	668
Prior Change Order(s) Total	\$529,039.97	156
<b>Proposed Change Order No. 12</b>		
Dewatering sludge pump station non-potable water line	\$6,996.62	0

Cake storage silo bin material change	(\$141,000.00)	0
Centrifuge safety handrail	\$8,933.07	0
<b>Proposed Change Order No. 12 Decrease</b>	<b>(\$125,070.31)</b>	<b>0</b>
<b>Revised Contract Amounts</b>	<b>\$26,721,969.66</b>	<b>824</b>

Original Completion Dates: Substantial – June 19, 2022; Final – August 18, 2022  
Revised Completion Dates: Substantial – November 22, 2022; Final – January 21, 2023

Funding in the amount of \$125,070.31 for Change Order No. 12 to BAR Constructors, Inc., will be credited back to the Regional Wastewater System Extendable Commercial Paper (ECP) Program.

SOLID WASTE SYSTEM

a. None.

---

**II. AUTHORIZATION TO ISSUE CONSTRUCTION FINAL PAYMENT ONLY**

Work on the following projects is substantially complete with only minor deficiencies remaining. Final payment in the total amounts shown will be made on these projects when completion of all deficiency items is verified.

WATER SYSTEM

a. None.

WASTEWATER SYSTEM

a. None.

SOLID WASTE SYSTEM

a. None.

---

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

Work on the following projects is substantially complete with only minor deficiencies remaining. Final payment in the total amounts shown will be made on these projects when all work associated with the change order shown on the tabulation shall have been completed and accepted, and completion of all deficiency items is verified.

WATER SYSTEM

a. None.

WASTEWATER SYSTEM

a. None.

SOLID WASTE SYSTEM

a. None.

---

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

**WATER SYSTEM**

- a. Project No. 101-0344-13, Bois d’Arc Lake Dam and Intake Structure; Project No. 101-0358-14, Bois d’Arc Lake Raw Water Pump Station; Project No. 101-0366-14, Bois d’Arc Lake Mitigation Property; Project No. 101-0384-15, Leonard Water Treatment Plant; Project No. 101-0424-16, Bois d’Arc Lake Raw Water Pipeline; Project No. 101-0425-16, Treated Water Pipeline from Leonard Water Treatment Plant to McKinney No. 4; Project No. 101-0428-16, Leonard Water Treatment Plant High Service Pump Station; Project No. 101-0436-16, Bois d’Arc Lake Boat Ramps and Lake Facilities – Adjust Construction Management and Program Management Engineering Services and Inspection Services Agreements as follows:

DESCRIPTION	AMOUNT
Current Engineering Services Agreement (ESA) for Construction Management Services (CM) – Project No. 101-0344-13, Bois d’Arc Lake (BDL) Dam and Intake Structure	\$2,526,405.00
Current Inspection Services Agreement (ISA) – Project No. 101-0344-13, Bois d’Arc Lake (BDL) Dam and Intake Structure	\$5,855,330.00
Current ESA for CM Services – Project No. 101-0358-14, BDL Raw Water Pump Station	\$1,419,200.00
Current ESA for CM Services – Project No. 101-0366-14, BDL Mitigation Property	\$384,030.00
Current ISA – Project No. 101-0366-14, BDL Mitigation Property	\$1,135,096.00
Current ESA CM – Project No. 101-0384-15, Leonard Water Treatment Plant	\$2,434,915.00
Current ISA – Project No. 101-0384-15, Leonard Water Treatment Plant	\$772,458.00
Current ISA – Project No. 101-0424-16 Bois d’Arc Lake Raw Water Pipeline	\$3,142,700.00
Current ESA CM – Project No. 101-0425-16 Treated Water Pipeline from Leonard Water Treatment Plant to McKinney No. 4	\$2,058,450.00
Current ISA – Project No. 101-0425-16 Treated Water Pipeline from Leonard Water Treatment Plant to McKinney No. 4	\$3,359,645.00
Current ESA CM – Project No. 101-0428-16, Leonard Water Treatment Plant High Service Pump Station	\$832,590.00
Current ISA – Project No. 101-0436-16, BDL Operations Center and Boat Ramps	\$1,005,884.00
<b>Proposed Change in Services</b>	

Project No. 101-0344-13 – ESA CM - <b>Increase</b>	\$40,000.00
Project NO. 101-0344-13 – ISA – <b>Decrease</b>	(\$10,000.00)
Project No. 101-0358-14 – ESA CM - <b>Decrease</b>	(\$2,000.00)
Project No. 101-0366-14 – ESA CM – <b>Decrease</b>	(\$2,000.00)
Project No. 101-0366-14 – ISA – <b>Decrease</b>	(\$17,000.00)
Project No. 101-0384-15 – ESA CM - <b>Decrease</b>	(\$146,000.00)
Project No. 101-0384-15 – ISA - <b>Decrease</b>	(\$18,000.00)
Project No. 101-0424-16 – ISA - <b>Decrease</b>	(\$25,000.00)
Project No. 101-0425-16 – ESA CM – <b>Increase</b>	\$140,000.00
Project No. 101-0425-16 – ISA - <b>Increase</b>	\$200,000.00
Project No. 101-0428-16 – ESA CM - <b>Decrease</b>	(\$90,000.00)
Project No. 101-0436-16 – ISA - <b>Decrease</b>	(\$70,000.00)
<b>Revised Contract Amounts</b>	
Project No. 101-0344-13 – Revised ESA CM	\$2,566,405.00
Project No. 101-0344-13 – Revised ISA	\$5,845,330.00
Project No. 101-0358-14 – Revised ESA CM	\$1,417,200.00
Project No. 101-0366-14 – Revised ESA CM	\$382,030.00
Project No. 101-0366-14 – Revised ISA	\$1,118,096.00
Project No. 101-0384-15 – Revised ESA CM	\$2,288,915.00
Project No. 101-0384-15 – Revised ISA	\$754,458.00
Project No. 101-0424-16 – Revised ISA	\$3,117,700.00
Project No. 101-0425-16 – Revised ESA CM	\$2,198,450.00
Project No. 101-0425-16 – Revised ISA	\$3,559,645.00
Project No. 101-0428-16 – Revised ESA CM	\$742,590.00
Project No. 101-0436-16 – Revised ISA	\$935,884.00

As projects are near completion, it is necessary to reallocate funding where needed and no additional funding is requested. All adjustments to Freese and Nichols, Inc. Construction Management and Inspection Services Agreements use previously authorized funding in the Regional Water System SWIFT Construction Funds contingent upon Texas Water Development Board approval of the contracts and release of funding.



WASTEWATER SYSTEM

- a. Project No. 501-0439-16, Beck Branch Parallel Interceptor Phase II, Plano Spring Creek Force Main Parallel

DESCRIPTION	AMOUNT
Original Internal Inspection Services	\$28,234.09
Prior Additional Services	\$0.00
<b>Proposed Additional Services</b>	<b>\$125,000.00</b>
Internal inspection budget for Fiscal Year 2023 for in-house inspection services	\$125,000.00
<b>Revised Amount</b>	<b>\$153,234.09</b>

Funding in the amount of \$125,000.00 for internal inspection services, is available in the Upper East Fork Interceptor System 2020 Construction Fund

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

DESCRIPTION	AMOUNT
Original Internal Inspection Services	\$72,790.91
Prior Additional Services	\$0.00
<b>Proposed Additional Services</b>	<b>\$125,000.00</b>
Internal inspection budget for Fiscal Year 2023 for in-house civil, electrical, and SCADA inspection services	\$125,000.00
<b>Revised Amount</b>	<b>\$197,790.91</b>

Funding in the amount of \$125,000.00 for internal inspection services, is available in the Upper East Fork Interceptor System 2020 Construction Fund

- c. Project 307-0493-18 Panther Creek Wastewater Treatment Plant (WWTP) Expansion to 15 MGD

DESCRIPTION	AMOUNT
Original ESA	\$5,364,255.00
Prior Additional Services	\$43,050.00
<b>Proposed Additional Services</b>	
Revision to the design scope in the Engineering Services Agreement including removal of new Influent Pump Station, new Headworks and new Fermentation Tank, and addition of flow metering	\$190,514.00

vaults, Chemical Facility and supervisory control and data acquisition (SCADA) upgrades to existing ultraviolet disinfection system.	
<b>Revised ESA Amount</b>	<b>\$5,597,819.00</b>

Funding in the amount of \$190,514.00 for Amendment No. 2 to HDR Engineering, Inc., is available in the Panther Creek Regional Wastewater Treatment Plant Capital Improvement Fund.

- d. Project No. 301-0525-18, South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion

DESCRIPTION	AMOUNT
Original ESA	\$10,866,700.00
Prior Additional Services	\$0.00
<b>Proposed Additional Services</b>	<b>\$105,830.00</b>
Design of the 42-inch gravity sewer relocation, additional shoring design, design of influent pump station (IPS) no. 3 elevator, and existing IPS control strategy adjustment	
<b>Revised ESA Amount</b>	<b>\$10,972,530.00</b>

Funding in the amount of \$105,830.00 for Amendment No. 1 to Carollo Engineers, Inc., is available utilizing the Regional Wastewater System Extendable Commercial Paper (ECP) Program as the appropriation source; actual issuance of ECP notes will occur as cash needs arise.

SOLID WASTE SYSTEM

- a. None.

# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

CONSENT AGENDA ITEM NO. 22-12-03

## LEGISLATIVE POSITION STATEMENT

---

### ACTION *(What)*

Approve NTMWD's Legislative Position Statement for policy issues in the 88<sup>th</sup> Texas Legislature and the 2023 session of the Oklahoma Legislature.

---

### PURPOSE *(Why)*

In consultation with the Legislative Committee, staff has developed a comprehensive legislative position statement that highlights particular areas of interest to NTMWD. The Legislative Position Statement gives staff and legislative consultants direction on certain issues that they can expeditiously move forward on during legislative session. The Texas Legislature in particular moves very quickly and consultation with the full Board in a timely manner is not always possible. Unanticipated issues not contained in the position statement document will still be brought to the Board for their direction as needed.

---

### RECOMMENDATION

The Executive Director and NTMWD staff recommend the Board of Directors approve the Legislative Position Statement.

This item was originally discussed at the October 12, 2022, Legislative Committee and will be on the December 14, 2022, Legislative Committee meeting agenda.

---

### DRIVER(S) FOR THIS PROJECT

- |  |  |
|--|--|
| <input type="checkbox"/> Regulatory Compliance           | <input type="checkbox"/> Asset Condition                     |
| <input type="checkbox"/> Capacity                        | <input type="checkbox"/> Redundancy/Resiliency               |
| <input type="checkbox"/> Relocation or External Requests | <input type="checkbox"/> Operational Efficiency              |
| <input type="checkbox"/> Safety                          | <input type="checkbox"/> Administrative                      |
| <input type="checkbox"/> Policy                          | <input checked="" type="checkbox"/> Other <u>Legislative</u> |

### BACKGROUND

- This Legislative Position Statement details certain policy areas and positions that NTMWD is particularly interested or concerned about and provides direction and guidance for staff and consultants during the busy Texas legislative session.
- In preparation for the 87<sup>th</sup> Texas Legislature in 2021, the Board of Directors adopted our first Legislative Position Statement. As the 88<sup>th</sup> Texas Legislature begins in January 2023, staff

recommends updates to the Legislative Position Statement commensurate with the new and ongoing legislative issues.

- This document also provides guidance related to the Red River Boundary Commission and provides direction for NTMWD's efforts with the 2023 Oklahoma Legislature.
  - The document is intended to provide guidance for staff and consultants but does not preclude further engagement by the Board on legislative issues as the session progresses.
  - The Executive Director and staff will continue to update the Legislative Committee, Executive Committee and the full Board as necessary as the various legislative sessions progress.
-



## **Legislative Position Statement December 15, 2022**

### **Introduction**

The purpose of this document is to outline the positions of the North Texas Municipal District (District) related to known or anticipated issues during the upcoming Texas legislative session. The intent is to outline both broad and specific positions to issues impacting the District and/or the Water, Wastewater and Solid Waste industries in Texas.

Once formally adopted by the NTMWD Board of Directors (Board), these positions will guide the actions of internal staff, legislative consultants, and legal counsel during the upcoming legislative sessions. This document is not intended to be comprehensive and District staff will continue to work closely with the Legislative and Executive Committees, as well as the full Board of Directors, as appropriate during the legislative session.

### **88<sup>th</sup> Texas Legislature Policy Priorities**

#### **Support Increased funding for SWIFT Endowment**

The State Comptroller has projected that the state will have a budget surplus of over 28 billion dollars and a rainy-day fund of over 13 billion dollars. There will be many competing proposals for the allocation of this funding. The District will support directing at least \$1 billion of the surplus towards the SWIFT endowment to allow for increasing the number and size of projects that are funded by the Texas Water Development Board (TWDB). The District will also be supportive of increasing flexibility for use of TWDB programs by supporting legislation with provisions such as an increased subsidies, structuring of debt, extending repayment terms, and extending the program to fund infrastructure renewal. Staff will engage in state-wide coalitions in this regard.

#### **Support for Texas Water Development Board (TWDB)**

The TWDB is under review by the Sunset Commission and has submitted a legislative appropriation request for additional staffing to improve project approval and funding delivery timelines. The District will support Sunset legislation that is in line with the TWDB's goals to improve their flexibility and capacity in supporting projects as well as full funding of all necessary staff positions for the TWDB.

#### **Monitor Water Infrastructure Regulations and Investment Legislation**

The District will monitor legislation for impacts that would limit the use of or investment in all available and viable long range water supply planning options in order to meet the state's water planning goals.

### **Wastewater Regionalization**

The District supports the statewide policy of regionalization pursuant to the Texas Water Code to serve the wastewater treatment needs of the citizens of the state. Under these statutory provisions, the Texas Commission on Environmental Quality may alter or deny an application for an individual permit for the discharge of treated wastewater if service is available from a regional entity. The regionalization policy memorialized in state law supports service from well-funded organizations with the resources and expertise capable of providing long-term operations and maintenance of wastewater collection and treatment facilities, such as the District.

### **Support Changes to the Texas Open Meetings Act**

Support legislation that will permanently provide greater flexibility to political subdivisions like the District in conducting their public meetings in a virtual format including expanded use of videoconferencing by both political subdivisions and the public.

### **Red River Boundary Commission (Oklahoma)**

The District will continue pursuing action of the Oklahoma Red River Boundary Commission.

### **Texas Boundary Commission**

The District will consider whether or not to pursue the passage of legislation to extend the authorization and activity of the Texas Boundary Commission through at least 2025.

### **Monitor Changes to Enabling Legislation**

District staff will continue to monitor proposals to change any provisions of the District's enabling legislation and will engage the Legislative Committee and the Board, and work with the Legislature to pursue the Board's desired outcomes.

# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

CONSENT AGENDA ITEM NO. 22-12-04

## REGIONAL WATER SYSTEM BOIS D'ARC LAKE

### MEMORANDUM OF UNDERSTANDING BETWEEN NORTH TEXAS MUNICIPAL WATER DISTRICT AND FANNIN COUNTY SHERIFF'S DEPARTMENT

---

#### ACTION (What)

Authorize the Executive Director to execute a Memorandum of Understanding (MOU) between NTMWD and the Fannin County Sheriff's Department (Fannin County) for Shared Governance Communications and Dispatch Services Systems.

---

#### PURPOSE (Why)

This Memorandum of Understanding grants NTMWD access to Fannin County's communications systems allowing NTMWD to better support Fannin County with emergency response activities on Bois d'Arc Lake.

---

#### RECOMMENDATION

The Executive Director, NTMWD staff, and Lloyd, Gosselink, Rochelle & Townsend, P.C., recommend the Board of Directors authorize execution of a Memorandum of Understanding with substantially the same terms as follows:

Party: Fannin County Sheriff's Department

Scope: Memorandum of Understanding for Shared Governance Communications and Dispatch Services Systems

Term: Initial 3-year term with automatic annual renewal

Amount: No funding required

Strategic Objective: 3.3 Durable Strategic Partnerships

---

#### DRIVER(S) FOR THIS PROJECT

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

### BACKGROUND

- NTMWD and Fannin County Sheriff's Department desire to coordinate and facilitate emergency operations on the lake and to maintain a safe environment for the public, NTMWD staff, Fannin County Sheriff staff and others.
- Fannin County Sheriff's Department is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Fannin County, Texas.
- Close communication and coordination between NTMWD and Fannin County may be necessary during emergency situations on Bois d'Arc Lake.
- Authorization from Fannin County is required for NTMWD to access to Fannin County's emergency communications radio frequency.
- The Bois d'Arc Lake Operations Center and associated facilities were designed to accommodate use by Fannin County Sheriff's Department staff.

### MEMORANDUM OF UNDERSTANDING

- The MOU allows NTMWD access to certain Fannin County emergency telecommunications and dispatch services, including access to dedicated emergency radio frequencies.
- The MOU recognizes Fannin County's authority and responsibility for law enforcement and emergency response activities on Bois d'Arc Lake. It does not convey any responsibilities for law enforcement or emergency response activities to NTMWD.
- NTMWD is responsible for adhering to Fannin County communications rules when accessing the emergency telecommunications system and for maintaining its own radio communications equipment.
- The initial term of this agreement is three (3) years from the date of execution and may be renewed automatically.
- The agreement substantially conforms to the attached.

---

### FUNDING

FUND(S): No funding required.

---



**MEMORANDUM OF UNDERSTANDING FOR SHARED GOVERNANCE  
COMMUNICATIONS AND DISPATCH SERVICES SYSTEMS**

This Memorandum of Understanding for Shared Governance Communications and Dispatch Services Systems (the “Agreement”) is made by and between the Fannin County Sheriff’s Department (the “County”) and the North Texas Municipal Water District (the “District”). The District and the County are individually referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Fannin County, Texas; and

WHEREAS, the District is a conservation and reclamation district created and operating pursuant to Article XVI, Sec. 59 of the Texas Constitution, and engaged in the provision of governmental services for the benefit of its Member Cities and Customers, including customers in Fannin County, Texas; and

WHEREAS, the District is the owner and operator of Bois d’ Arc Lake (the “Lake”), a reservoir constructed for municipal water supply and recreational purposes; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 62, Acts of the 52<sup>nd</sup> Legislature, 1951 (Article 8280-141, Vernon’s Texas Civil Statutes) and Chapter 791 of the Texas Government Code, and other applicable laws; and

WHEREAS, the County is a law enforcement agency with legal authority and responsibility for policing activities at the Lake; and

WHEREAS, the parties agree that the utilization of a combined communications and dispatch services system will be in the best interests of both the County and the District.

NOW THEREFORE, the Parties, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish the responsibilities of the Parties for the use of certain emergency telecommunications and dispatch services. The County has the facilities to provide emergency telecommunications and dispatch services (“Services”) throughout Fannin County. The District desires to utilize the County’s available Services during the term of this Agreement to assist with emergency response activities and communicate with the County in its policing of the Lake and surrounding areas and the County agrees to grant the District authority to utilize such available Services as provided herein.
2. **EFFECTIVE DATE AND TERM OF AGREEMENT.** The initial term of this Agreement shall be for a three-year period beginning upon the latest date of execution of this Agreement. The Agreement shall renew automatically unless terminated by either party in writing as described in Section 3 of this Agreement.

3. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement, with or without cause, after providing thirty (30) days written notice to the other party.

4. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

4.1 County shall furnish full-time communications services including a twenty-four (24) hours per day, seven (7) days per week public safety answering point, radio services, dispatching services, or law enforcement transmission to receive communications originating from the District requesting law enforcement and fire protection services, including District access to, and use of, the County emergency communications radio frequency.

4.2 The services provided by the County include the following:

4.2.1 Twenty-four (24) hours per day, seven (7) days per week public safety answering point;

4.2.2 Receiving emergency and routine calls related to law enforcement, fire, and medical services;

4.2.3 Directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;

4.2.4 Providing ongoing communication support to the emergency personnel in the field; and

4.2.5 Updating, maintaining, and managing the County-owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

4.3 County may add new law enforcement agencies not currently served by Fannin County at the discretion of Fannin County and the Fannin County Sheriff's Office.

5. **DISTRICT RESPONSIBILITIES.** The District agrees to the following responsibilities:

5.1 Providing updated GIS data of District-owned facilities and real property associated with or in close proximity to the Lake.

5.2 Furnish County with a current list of all personnel authorized by the District to use the communications system.

5.3 District is responsible for the costs and upgrades associated with maintaining District's communication equipment.

5.4 Adherence to all County communications rules and regulations.

6. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this Agreement. This Agreement may be amended only by a written instrument signed by both parties.
7. **DISTRICT LIABILITY.** The District understands and agrees that the District, its employees, servants, agents, and representatives shall at no time present themselves to be employees, servants, agents, or representatives of the County. The District shall not be required to indemnify or defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.
8. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time present themselves to be employees, servants, agents, or representatives of the District. The County shall not be required to indemnify or defend District for any liability arising out of the wrongful acts of employees or agents of District to the extent allowed by Texas law.
9. **DISPUTES/RECOURSE.** County and District agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Agreement liaisons for each party. Any further disputes arising from the failure of either District or County to perform shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes involving sufficiency of performance. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Fannin County, Texas.
10. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
11. **NOTICES.** All notices, demands, or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

Fannin County  
Sheriff Mark Johnson  
2375 Silo Road  
Bonham, Texas 75418

North Texas Municipal Water District  
Executive Director/General Manager  
P.O. Box 2408  
505 E Brown St  
Wylie, Texas 75098

12. **SEVERABILITY.** The validity of this Agreement and/or any of its terms and provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed in Fannin County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force to the extent possible.
13. **THIRD PARTIES.** This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided by this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.
14. **VENUE.** This Agreement shall be governed and construed according to the laws of the State of Texas. This Agreement shall be performed in Fannin County, Texas.
15. **WAIVER.** The failure of County or District to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.
16. **AUTHORIZED OFFICIALS.** Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent that they have been properly authorized to sign on behalf of their respective governmental entity.
17. **DISPATCH AND COMMUNICATION RECORDS.** The parties acknowledge that the Fannin County Sheriff's Office may release dispatch and communication records of District pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to District.

*[Signatures on following page]*

**FANNIN COUNTY, TEXAS**

\_\_\_\_\_  
By: Mark Johnson

Title: Fannin County Sheriff

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

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

\_\_\_\_\_  
By: Jennafer P. Covington

Title: Executive Director

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

# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

CONSENT AGENDA ITEM NO. 22-12-05

REGIONAL WATER SYSTEM  
WATER TRANSMISSION SYSTEM CIP UPDATE  
PROJECT NO. 101-0588-21

ENGINEERING SERVICES AGREEMENT  
ADDITIONAL SERVICES

---

## ACTION (*What*)

Authorize additional engineering services for evaluating the feasibility of constructing a new pipeline in NTMWD's South Transmission System. The evaluation is requested and will be funded by three customers – College Mound Special Utility District (SUD), Gastonia-Scurry SUD and Rose Hill SUD and two indirect customers – Becker-Jiba SUD and North Kaufman Water Supply Corporation (WSC).

---

## PURPOSE (*Why*)

To determine the feasibility of constructing one shared pipeline to provide additional water supply instead of multiple pipelines by each individual customer. This is intended to be an update to the Water Transmission System Capital Improvements Plan (CIP).

---

## RECOMMENDATION

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

Consultant:	Hazen and Sawyer
Scope:	Feasibility evaluation
Project:	No. 101-0588-21, Water Transmission System CIP Update
Amount:	\$70,000
Strategic Objective:	1.4 Reliable and Resilient Systems 2.2 Engaged Members, Customers and Stakeholders 2.3 Durable Strategic Partnerships

---

DRIVER(S) FOR THIS PROJECT

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

PROJECT PURPOSE

- College Mound SUD, Gastonia-Scurry SUD, and Rose Hill SUD, customers of the North Texas Municipal Water District (NTMWD), are projecting increased population growth and have requested that NTMWD evaluate the feasibility of constructing a new pipeline in NTMWD’s South Transmission System to provide additional water supply. These three entities are currently the Participants of the evaluation.
- This new pipeline, if determined feasible, would be jointly funded by the customers to provide a more cost-effective solution instead of multiple pipelines by each individual customer.
- Two of the NTMWD’s indirect customers, Becker-Jiba SUD, the wholesale customer of City of Kaufman, and North Kaufman Water Supply Corporation (WSC), the wholesale customer of the City of Kaufman and the City of Terrell, would also like to participate in this evaluation and have obtained consent from their wholesale providers.
- Adding the evaluation to this project is the most efficient way to accommodate the Participants’ needs. The number of Participants will increase from three to five with the addition of the two indirect customers, Becker-Jiba SUD and the North Kaufman WSC. These five Participants have agreed to split the cost evenly and have obtained the approval from their respective boards.

ADDITIONAL PROJECT COMPONENTS

- Review and validate demand projections
- Evaluate two options to supply treated water service to the customers
- Planning level cost estimates and cost sharing analysis among the customers
- Technical memorandum

ENGINEERING SERVICES FEE

Description	Amount
Original ESA	\$1,383,700.00
Prior Additional Services	0.00
<b>Proposed Additional Services</b>	<b>\$70,000.00</b>
<b>Revised ESA Amount</b>	<b>\$1,453,700.00</b>

FUNDING

FUND(S): Funding in the amount of \$70,000 is to be made available in the Regional Water System Capital Improvement Fund contingent upon the receipt of funds of \$14,000 from each

entity; College Mound SUD, Gastonia Scurry SUD, Rose Hill SUD, Becker-Jiba SUD and North Kaufman WSC.

---



# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

CONSENT AGENDA ITEM NO. 22-12-06

UPPER EAST FORK INTERCEPTOR SYSTEM  
BECK BRANCH PARALLEL INTERCEPTOR IMPROVEMENTS  
PROJECT NO. 501-0439-16

LEGAL SERVICES  
BECK BRANCH PARALLEL INTERCEPTOR PHASE II  
AND  
PLANO SPRING CREEK FORCE MAIN PARALLEL

---

## ACTION (*What*)

Authorize legal services with Saunders, Walsh & Beard, Attorney's & Counselors (SW&B) for the Plano Spring Creek Force Main Parallel portion of the Beck Branch Parallel Interceptor Improvements project.

---

## PURPOSE (*Why*)

Legal services and support are needed to attend mediation for the Plano Spring Creek Force Main Parallel project.

---

## RECOMMENDATION

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

Consultant: Saunders, Walsh & Beard, Attorneys & Counselors  
Scope: Legal Services  
Project: No. 501-0439-16, Beck Branch Parallel Interceptor Improvements, Beck Branch Parallel Interceptor Phase II and Plano Spring Creek Force Main Parallel  
Amount: \$15,000

---

## DRIVER(S) FOR THIS PROJECT

- |  |   |
|--|---|
| <input type="checkbox"/> Regulatory Compliance           | <input type="checkbox"/> Asset Condition                        |
| <input type="checkbox"/> Capacity                        | <input type="checkbox"/> Redundancy/Resiliency                  |
| <input type="checkbox"/> Relocation or External Requests | <input type="checkbox"/> Operational Efficiency                 |
| <input type="checkbox"/> Safety                          | <input type="checkbox"/> Administrative                         |
| <input type="checkbox"/> Policy                          | <input checked="" type="checkbox"/> Other <u>Legal Services</u> |

PROJECT PURPOSE

- On or about May 28, 2020, NTMWD entered into a construction contract for the Beck Branch Parallel Interceptor Improvements, which consists of the Phase II portion of the Beck Branch Parallel Interceptor and the Plano Spring Creek Force Main Parallel, with ARK Contracting Services, LLC (ARK) (reference Administrative Memorandum No. 5557).
- On July 15, 2022, ARK's attorney, Kelsoe, Khoury, Rogers & Clark, PC served a request for a contract modification and equitable compensation claiming "NTMWD encroached on the manner, means, and methods being employed by ARK in and during its work on the project." NTMWD and its engineering consultants dispute this claim. ARK requested mediation to determine if this matter can be resolved short of litigation.
- NTMWD's attorney, Saunders, Walsh & Beard (SW&B), consulted with NTMWD staff, reviewed the claim and contract documents, and recommended NTMWD attend the requested mediation.
- The purpose of this Administrative Memorandum is to prepare for, support, and attend the mediation, as well as any post-mediation negotiations.

LEGAL SERVICES

- NTMWD staff recommends SW&B be retained for legal services to prepare for and attend the Contractor's attorney's requested mediation and pay for the per-party estimated cost of \$4,250.00/day, one-day, mediation fees.

---

LEGAL SERVICES FEE

Description	Amount
Legal Services	\$15,000
<b>Requested Amount</b>	<b>\$15,000</b>

---

FUNDING

FUND(S): Funding in the amount of \$15,000 is to be made available in the Upper East Fork Interceptor System 2020 Construction Fund.

---

# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

CONSENT AGENDA ITEM NO. 22-12-07

## REGIONAL WATER SYSTEM

FEE SIMPLE CONVEYANCE OF PROPERTY TO CITY OF LAVON ALONG THE LAKE  
TEXOMA OUTFALL TO WYLIE WATER TREATMENT PLANT RAW WATER PIPELINE

RESOLUTION NO. 22-51

---

### ACTION *(What)*

Adopt a resolution to authorize the Executive Director to execute transaction documents and a deed for a fee simple conveyance of property to City of Lavon along the Lake Texoma Outfall to Wylie Water Treatment Plant Raw Water Pipeline (Project).

---

### PURPOSE *(Why)*

NTMWD acquired a small tract of land while acquiring easements for the Project in the City of Lavon. Major housing developments within City of Lavon require a roadway and utilities be constructed over the tract of land. NTMWD desires to convey the land to City of Lavon, while retaining easement rights for existing facilities.

---

### RECOMMENDATION

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

- 1) Authorize the Executive Director to execute transaction documents and a deed for a fee simple conveyance of property to City of Lavon (Lavon); and,
- 2) Adopt Resolution No. 22-51, *"A Resolution for Fee Simple Conveyance of Property to the City of Lavon along the Lake Texoma Outfall to Wylie Water Treatment Plant Raw Water Pipeline."*

Acquiring

Party: City of Lavon

Scope: Execution of special warranty deed and transaction documents

Project: N/A

This was an item on the July 27, 2022, Real Estate Committee agenda.

---

DRIVER(S) FOR THIS PROJECT

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

PROJECT PURPOSE

- This consent agenda item is to authorize the Executive Director to convey property in fee simple to the City of Lavon.
- NTMWD previously acquired a 0.478-acre tract of land from Union Pacific Railroad Company in lieu of receiving an easement for the Lake Texoma Outfall to Wylie Water Treatment Plant Raw Water Pipeline.
- City of Lavon requires the approximately 0.478 acres of land for a roadway and associated drainage and utilities.
- The 0.478 acres is not needed by the District for its operations and cannot be used independently by anyone other than City of Lavon.
- NTMWD will convey property rights while retaining easement rights for its pipeline and related facilities.
- City of Lavon approved the easement rights reserved by NTMWD at the November 1, 2022 Lavon City Council meeting.
- The conveyance will be made at no cost to the City of Lavon.

---

FUNDING

FUND(S): No additional Funding is requested.

---

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

**RESOLUTION NO. 22-51**

**A RESOLUTION FOR FEE SIMPLE CONVEYANCE OF PROPERTY TO THE CITY OF LAVON ALONG THE LAKE TEXOMA OUTFALL TO WYLIE WATER TREATMENT PLANT RAW WATER PIPELINE**

**WHEREAS**, NTMWD previously acquired approximately 0.478 acres of land within the Lavon city limits from Union Pacific Railroad Company in lieu of an easement for the Lake Texoma Outfall to Wylie Water Treatment Plant Raw Water Pipeline; and,

**WHEREAS**, City of Lavon has requested the District convey fee simple title of the 0.478 acres for the purposes of constructing a roadway, with related drainage and utility corridor; and,

**WHEREAS**, the 0.478 acres because of its size, shape and lack of access to public roads cannot be independently used or developed; and,

**WHEREAS**, NTMWD will convey fee simple ownership rights of the 0.478 acres while retaining easement rights for the operation of the pipeline and existing facilities; and,

**WHEREAS**, the conveyance of property to the City of Lavon will be at no cost.

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

1. There is a public need for, and the public welfare and convenience are to be served by the conveyance of NTMWD property in fee simple to City of Lavon.
2. It is the recommendation of the Executive Director and NTMWD staff that the Board authorize conveyance of approximately 0.478 acres in fee simple while retaining easement rights located at and near the Lake Texoma Outfall to Wylie Water Treatment Plant Raw Water Pipeline.
3. The Executive Director is authorized to execute the deed and any and all transaction documents necessary to convey the 0.478 acres to City of Lavon.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON DECEMBER 15, 2022, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.**

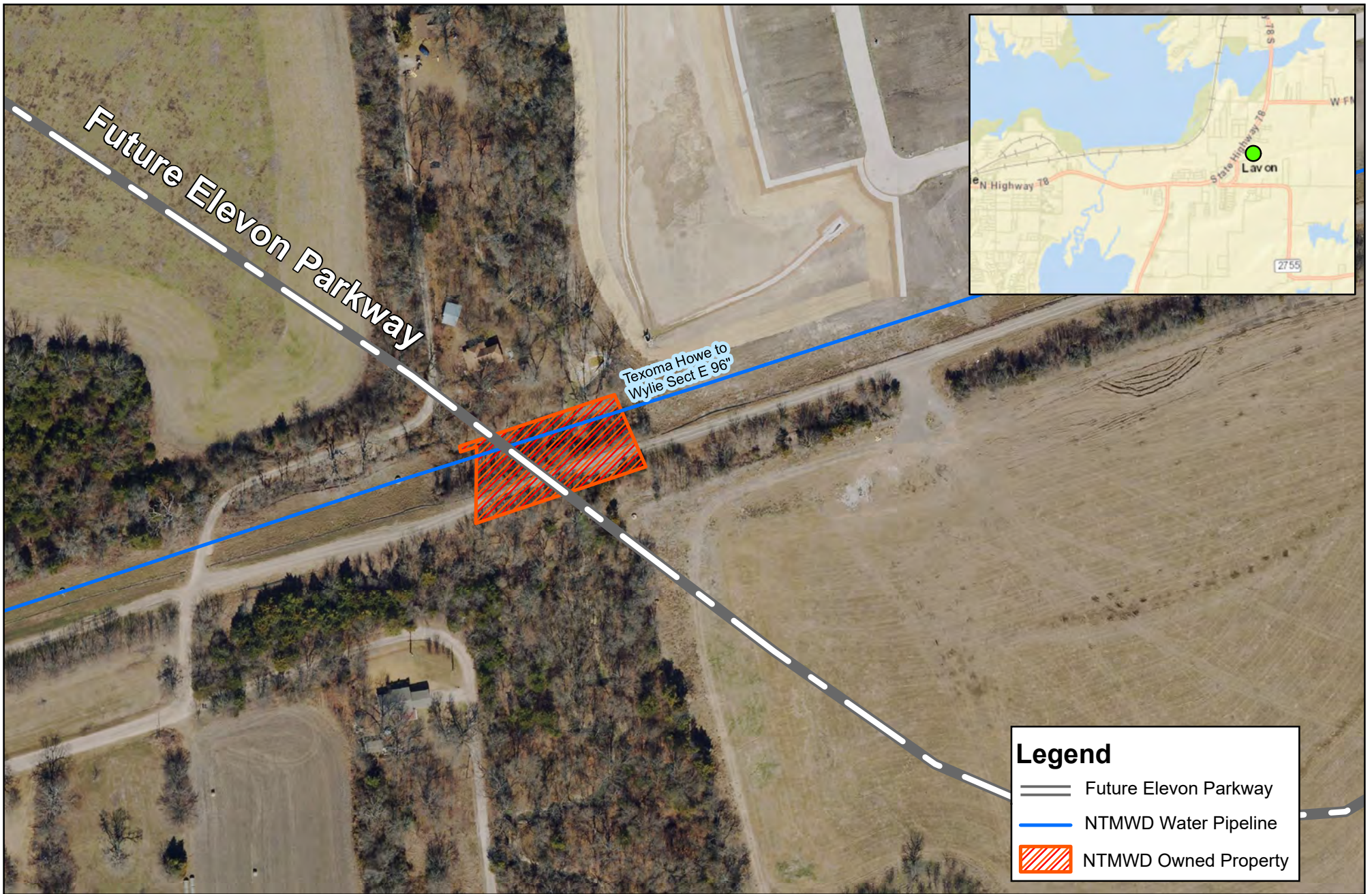
---

**GEORGE CRUMP, Secretary**

---

**JACK MAY, President**

**(SEAL)**



**Conveyance of Property to the City of Lavon  
 along the Lake Texoma Outfall to  
 Wylie Water Treatment Plant Raw Water Pipeline  
 Consent Agenda Item No. 22-12-07**



# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

ADMINISTRATIVE MEMORANDUM NO. 5879

## 2022-23 BUDGET AMENDMENT PLANO WATER TRANSMISSION FACILITIES SYSTEM BUDGET AMENDMENT

---

### ACTION (*What*)

Authorize a budget amendment for the replacement of a 36-inch valve on Phase I in the Plano Water Transmission Facilities System.

---

### PURPOSE (*Why*)

This action will provide funding for the replacement of an inoperable 36-inch valve within the Plano Water Transmission Facilities System to ensure the City of Plano's ability to supply water to the western portion of the city during all demand conditions.

---

### RECOMMENDATION

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

Scope: Budget amendment for repair of 36-inch isolation valve

Project: Plano Water Transmission Facilities System

Amount: \$200,000 (FY2022-23 Annual Operating Budget)

Strategic Objective: 3.2 Engaged Members, Customers and Stakeholders  
2.1 Efficient Business Practices

This will be an item on the December 14, 2022, Water Committee Agenda

---

### DRIVER(S) FOR THIS PROJECT

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

### BACKGROUND

- In March 1997, the North Texas Municipal Water District and City of Plano entered into a Water Transmission Facilities Contract for the funding, construction, operation, and

maintenance of a major pipeline facility within the city. Under the terms of the contract, NTMWD was responsible for the design, construction and debt funding of certain major pipelines with the city retaining responsibility to fund NTMWD's costs related to the same.

- The agreement also establishes NTMWD's responsibility to operate and maintain the pipeline facilities "in accordance with accepted good business and engineering practices" for their useful life.
- NTMWD budgets annually for the operation and maintenance (O&M) expenses in accordance with the terms of the 1997 agreement and includes O&M funding in NTMWD's adopted budget within the "Small Systems" specialty contracts, "202 – Plano Water Transmission Facilities." The FY 2022-23 NTMWD annual O&M budget includes \$86,410 with a projected ending contingency fund balance of \$50,912 (The 1997 agreement caps the contingency fund balance at \$75,000).
- In September of this year, city staff notified NTMWD that a 36" valve originally installed by NTMWD's contractor with phase 1 of the project appeared to be malfunctioning. The valve feeds the internal City of Plano water distribution system off of the main 72" waterline near McDermott and Coit Road. NTMWD confirmed that the valve is inoperable and requires replacement for Plano's system to function properly.
- In coordination with NTMWD staff, the city is providing the valve and associated appurtenances to complete the replacement and has agreed to immediately remit an additional \$200,000 to NTMWD to reimburse NTMWD's costs associated with replacing the valve and restoring the site. The work is in a highly congested area and will involve removal and replacement of pavement. NTMWD plans to begin mobilizing during the week of December 12, 2022.
- In order to receive the additional \$200,000 and make necessary expenditures to replace the valve and restore the site, an amendment to the FY 2022-23 budget is required.

---

#### FUNDING

FUND(S): Funding in the amount of \$200,000 is to be provided to NTMWD by the City of Plano and will be deposited into the Plano Water Transmission Facilities Operating Fund. The Plano Water Transmission Facilities FY 2022-23 Annual Operating Budget (Account No: 202-5000-533300 Maintenance Services) is to be amended to reflect the repair cost.

---



# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

ADMINISTRATIVE MEMORANDUM NO. 5880

REGIONAL WATER SYSTEM  
WYLIE WATER TREATMENT PLANTS I, II, III, AND IV  
FILTER MEDIA IMPROVEMENTS  
PROJECT NO. 101-0615-22

PRELIMINARY ENGINEERING  
ENGINEERING SERVICES AGREEMENT

---

## ACTION (*What*)

Authorize an Engineering Services Agreement to conduct a preliminary engineering study, including field pilot testing, for the filters at all four Wylie water treatment plants (WTPs).

---

## PURPOSE (*Why*)

The current filter media for all four treatment plants at the Wylie complex will be evaluated to provide a target filtering bed composition to optimize biological active filtration (BAF) performance. Design parameters that determine the performance include media grain size, media depth, and underdrain block configuration and material that minimizes plugging due to unwanted biological growth in the underdrain. Pilot testing of several media conditions is recommended to provide the basis for comprehensive, coordinated design of the Wylie WTP filters.

---

## RECOMMENDATION

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute an engineering services agreement (ESA) as follows:

Consultant:	Carollo Engineers, Inc.
Scope:	Preliminary Engineering Study
Project:	No. 101-0615-22, Wylie Water Treatment Plants I, II, III, and IV Filter Media Improvements
Amount:	\$1,769,387
Strategic Objective:	1.1.2 – Complete Wylie WTP Conversion to BAF 1.3 – Proactive Asset & Maintenance Management 1.4 – Reliable and Resilient Systems

This will be an item on the December 14, 2022, Water Committee meeting agenda.

---

### DRIVER(S) FOR THIS PROJECT

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

### BACKGROUND

#### PROJECT PURPOSE

- The existing media in the filters has been maintained and periodically replaced in accordance with a grain size specification that was developed many years ago
- The media will naturally break down with use, resulting in an evolving particle size distribution that may not be optimal for the intended service
- Evaluate the condition and design parameters of existing filter media, support media, and underdrains with respect to BAF process
- Install, operate, and monitor a pilot filter unit to identify an optimal grain size for BAF treatment, and to assess the extent of media replacement or enhancement methods for operation of BAF
- The study phase includes planning of phased implementation to manage the potential release of manganese from existing media (if re-used) during the transition to BAF

#### PROJECT COMPONENTS

- Preparation of a comprehensive filter study for all plants at the Wylie Water Treatment Plant complex.
- Review of previous filter studies and performance data
- Analysis and sampling of existing filter media size and manganese coating
- Assessment of existing filter condition
- Conduct pilot studies

#### BASIC SERVICES

- Project meetings and project management
- Historical data collection and review
- NTMWD staff interviews
- Filter Media Analysis
  - Development of filter entry plan
  - Laboratory selection for sample analysis
  - Filter media size investigation
  - Manganese sample collection and analysis
  - Technical Memorandum and review workshop
- Filter Condition Assessment
  - Filter underdrain assessment
  - Support system condition assessment
  - Technical Memorandum and review workshop
- Filter Data Analytical Assistance
- Pilot Study
  - Development of protocol and work plan
  - Set up, operation, sampling, and breakdown
  - Full-Scale filter monitoring

- Evaluation of performance optimization methods
- Draft and final pilot study test report
- Protocol and test report workshops
- Development of final filter rehabilitation and manganese release plan and review workshop

**SPECIAL SERVICES**

- Extended pilot study data collection period
- Historical data gap collection
- Analysis delays due to capacity restrictions

**CONSULTANT SELECTION PROCESS**

A total of three engineering firms, Hazen and Sawyer, HDR Engineering, Inc., and Carollo Engineers, Inc. were interviewed and Carollo Engineers, Inc. was deemed as the most highly qualified firm for this project.

---

**ENGINEERING SERVICES FEE**

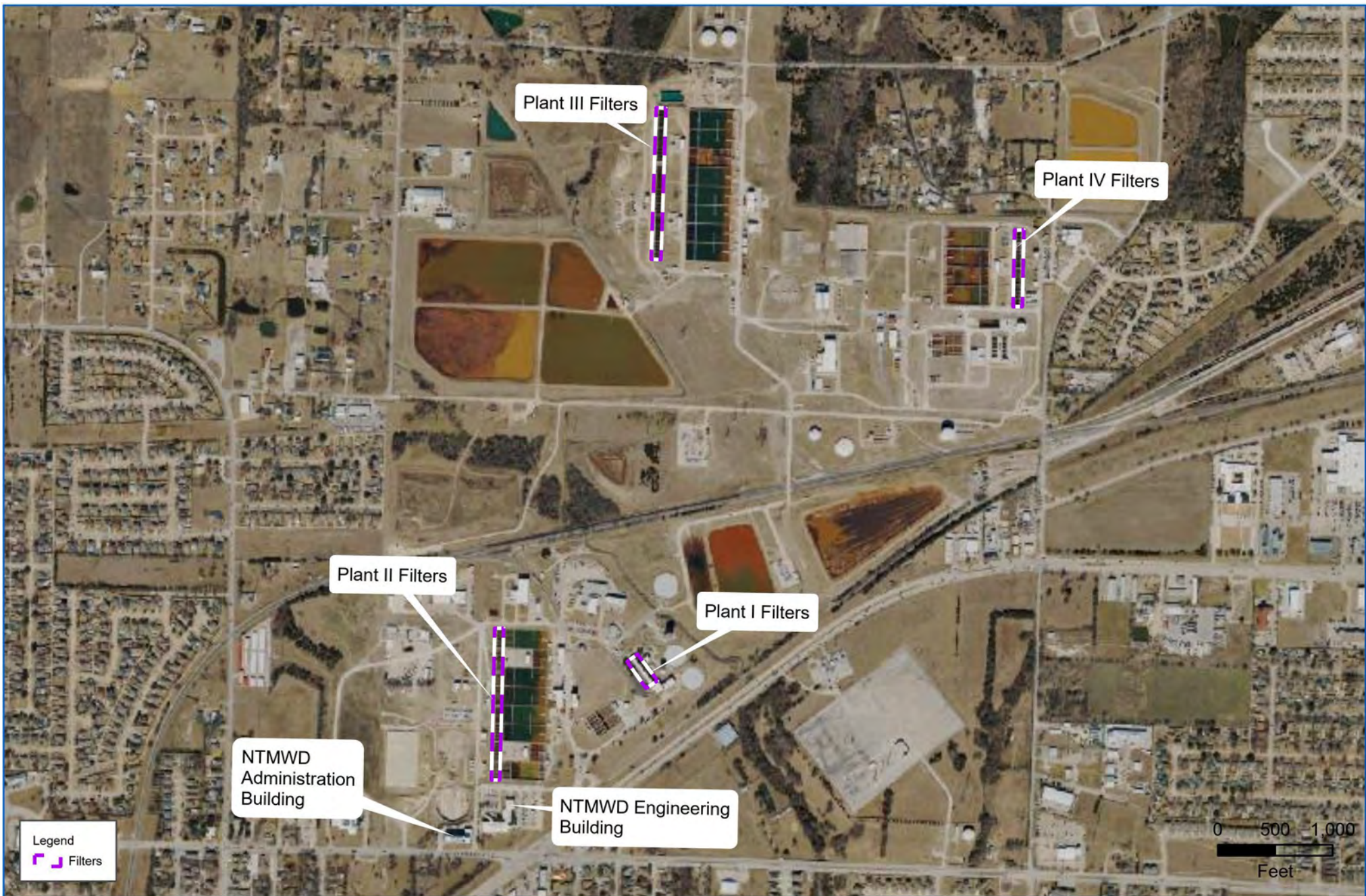
<b>DESCRIPTION</b>	<b>AMOUNT</b>
Basic Services	\$1,650,265
Special Services	\$119,122
<b>Requested Amount</b>	<b>\$1,769,387</b>

---

**FUNDING**

FUND(S): Funding in the amount of \$1,769,387 to Carollo Engineers, Inc. is to be made available from the Regional Water System 2019A Construction Fund.

---



**Wylie Water Treatment Plants I, II, III and IV Filter Media Improvements  
Project No. 101-0615-22  
Administrative Memorandum No. 5880**



# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

ADMINISTRATIVE MEMORANDUM NO. 5881

REGIONAL WATER SYSTEM  
PIPELINE RELOCATIONS AT US 380, FM 1641 AND FM 741  
PROJECT NO. 101-0619-22

## ENGINEERING SERVICES AGREEMENT

---

### ACTION (What)

Authorize execution of an engineering services agreement with Halff Associates, Inc. for final engineering design of relocations associated with The Texas Department of Transportation's (TxDOT's) planned expansions for US Highway 380, FM 1641 and FM 741.

---

### PURPOSE (Why)

TxDOT has announced plans to widen US 380, FM 1641 and FM 741. Portions of the following pipelines have been determined to be in conflict with TxDOT's new roadways: McKinney No. 1 to Princeton No. 1 Pipeline, McKinney-Princeton-Farmersville Pipeline, Kaufman Water Supply Pipeline, and the East Fork Raw Water Supply Conveyance Pipeline.

---

### RECOMMENDATION

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute an engineering services agreement (ESA) as follows:

Consultant: Halff Associates, Inc.

Scope: Final Engineering Design

Project: No. 101-0619-22, Pipeline Relocations at US 380, FM 1641 and FM 741

Amount: \$3,910,000

Strategic Objective: 1.3 Proactive Asset & Maintenance Management

This will be an item on the December 14, 2022, Water Committee meeting agenda.

---

### DRIVER(S) FOR THIS PROJECT

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

## BACKGROUND

The Texas Department of Transportation (TxDOT) has plans for roadway right-of-way (ROW) enlargements that will create conflicts with existing NTMWD facilities in the following areas:

- US 380 through certain portions of the Cities of Princeton, Lowry Crossing, and McKinney.
- FM 1641 between US 80 and FM 148 in Kaufman County.
- Sections of FM 741 through the Cities of Forney, Crandall in Kaufman County.

NTMWD owns and operates the following pipeline facilities with related appurtenances in the vicinity of the above-referenced TxDOT roadways:

- McKinney No. 1 to Princeton No. 1 30-inch and 24-inch Pipelines.
- McKinney-Princeton-Farmersville 14-inch Pipeline.
- Kaufman Water Supply 20-inch Pipeline.
- East Fork Raw Water Supply Project Conveyance Pipeline.

This project provides professional engineering services to facilitate the design for relocation and/or protection of the NTMWD's facilities determined to be in conflict with TxDOT's proposed improvements.

## PROJECT PURPOSE

- Accommodate TxDOT's plans for the future widening of US 380, FM 1641 and FM 741.
- This project is subject to TxDOT reimbursement.
- The planning level construction cost estimate for US 380 relocations is \$10,336,000.
- The planning level construction cost estimate for FM 1641 relocations is \$22,761,000.
- The planning level construction cost estimate for FM 741 relocations is \$230,000.

## PROJECT COMPONENTS

- Acquiring property outside of new TxDOT ROW
- Relocating necessary portions of existing pipelines
- Remove and replace or relocate existing BOVs, ARVs, existing isolation valves, tie-ins, and cathodic protection monitoring stations.
- Extension of existing casings

## BASIC SERVICES

- Design phase services, including plans, specifications, contract documents
- Permitting and Coordination Services
- Bid phase services
- Construction phase services
- TxDOT coordination

## SPECIAL SERVICES

- Topographic survey for design
- SUE
- Easement document preparation
- Geotechnical investigation

## CONSULTANT SELECTION PROCESS

- The District Engineering staff interviewed, CP&Y, KCI Technologies, BGE, and Half Associates for this selection, and recommend Half as the most highly qualified firm for this project.
-

ENGINEERING SERVICES FEE

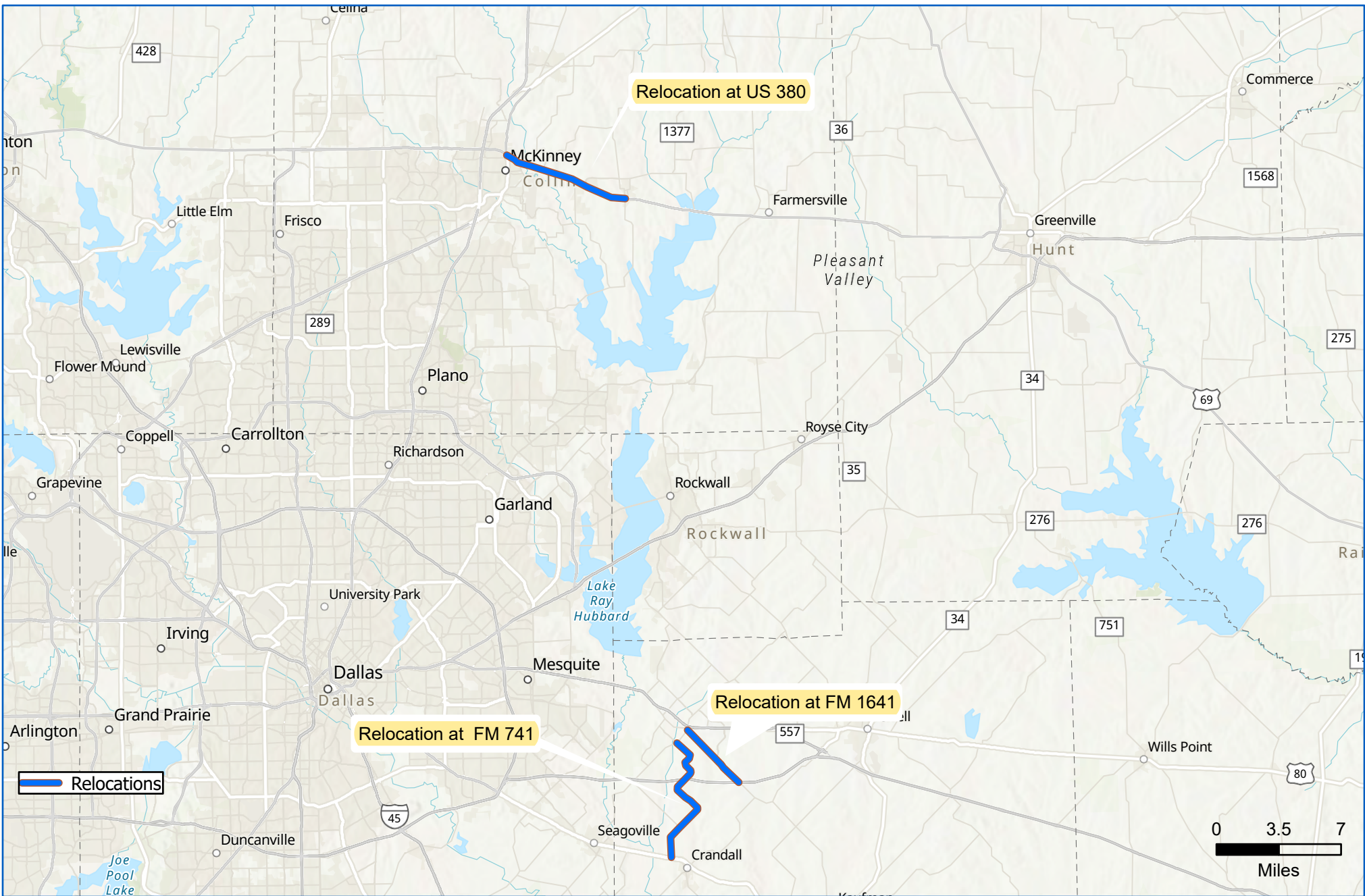
DESCRIPTION	AMOUNT
Basic Services	\$2,370,000.00
Special Services	\$1,540,000.00
<b>Requested Amount</b>	<b>\$3,910,000.00</b>

---

FUNDING

FUND(S): Funding in the amount of \$3,910,000 to Halff Associates, Inc. is to be made available in the Regional Water System Capital Improvement Fund.

---



**Pipeline Relocations at U.S. 380, FM 741 and FM 1641**  
**Project No. 101-0619-22**  
**Administrative Memorandum No. 5881**





# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

ADMINISTRATIVE MEMORANDUM NO. 5882

REGIONAL WASTEWATER SYSTEM  
SOUTH MESQUITE CREEK REGIONAL WASTEWATER TREATMENT PLANT  
PEAK FLOW MANAGEMENT AND EXPANSION  
PROJECT NO. 301-0525-18

AMENDMENT NO. 2 TO CONSTRUCTION MANAGER AT-RISK AGREEMENT  
PARTIAL GUARANTEED MAXIMUM PRICE NO. 2

---

## ACTION (*What*)

Authorize funding for Amendment No. 2 to the Construction Manager At-Risk (CMAR) Agreement for South Mesquite Creek Regional Wastewater Treatment Plant (RWWTP) Peak Flow Management and Expansion project.

---

## PURPOSE (*Why*)

The CMAR has submitted a partial Guaranteed Maximum Price (GMP) No. 2 for construction of work packages including early peak flow relief construction. Future amendments will be presented to the Board as remaining work packages are developed, procured and evaluated.

---

## RECOMMENDATION

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute Amendment No. 2 to the Construction Manager At-Risk Agreement as follows:

CMAR: Archer Western Construction, LLC (Archer Western)

Scope: Construction, Partial GMP No. 2

Project: No. 301-0525-18, South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion

Amount: \$8,556,427.36

Strategic Objective: 1.4 Reliable and Resilient Systems

This will be an item on the December 14, 2022, Wastewater Committee meeting agenda.

---

DRIVER(S) FOR THIS PROJECT

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

PROJECT PURPOSE

- Flow monitoring studies show the South Mesquite Creek RWWTP to have influent flows higher than its rated wet weather capacity of 82.5 MGD (million gallons per day). The South Mesquite Creek RWWTP Peak Flow Management preliminary design report determined that onsite storage facilities need to be provided to store peak flows in excess of the wet weather capacity with a phased approach that will provide early peak flow relief for the facility.
- The Capacity Assessment Study of the southern service area shows the South Mesquite Creek RWWTP needs to expand from 33 MGD to 41 MGD average daily flow by 2026 to meet the growth projections through 2033.
- Provide condition assessment and criticality assessment to determine which critical items need to be repaired or replaced in the expansion project, and which items need to be included in a future master plan authorization.

PROJECT COMPONENTS

- Early peak flow relief upgrading the existing influent pump station no. 1, force main, and repurposing an existing basin for peak flow storage basin no. 3.
- Peak flow management new influent pump station no. 3, force mains, new headworks facility no. 2, new peak flow storage basin no. 1 and supporting facilities.
- Expansion of plant to 41 MGD which includes a primary clarifier, aeration basins, blower building, secondary sludge pump station, tertiary filters, disinfection, effluent metering, plant water pump station, solids handling, and supporting facilities.

ADDITIONAL CMAR SERVICES

- Bid Package 3 – Early Peak Flow Relief Construction including a new plant drain pipeline

The total 90% CMAR estimate for the solicitation set included herein totaled \$8.0 million. The final bid package cost is higher due to upsizing the drain pipeline from 24-inch to 36-inch diameter to allow future connections to secondary clarifiers. Also, the CMAR found an abandoned sludge drying bed in the drain pipeline alignment that requires the removal and disposal of this material.

To determine the Partial Guaranteed Maximum Price No. 2 associated with this Amendment No. 2, the following table details the costs of the bid work package, general conditions, CMAR contingency, and the CMAR fee.

---

<b>Major Scope of Work Description – Partial GMP No. 2</b>	<b>Lump Sum Amount</b>
Bid Package 3 – Early Peak Flow Relief Construction	\$7,301,952.00
<b>Total Construction Cost</b>	<b>\$7,301,952.00</b>
<b>General Conditions (@8.5% of the Estimated Construction Cost)</b>	<b>\$620,665.92</b>
<b>Total Cost of Work</b>	<b>\$7,922,617.92</b>
<b>CMAR Fees (@6.5% of the Cost of Work)</b>	<b>\$514,970.17</b>
<b>CMAR Contingency (@1.5% of the Cost of Work)</b>	<b>\$118,839.27</b>
<b>Partial Guaranteed Maximum Price No. 2 (Sum of Total Cost of Work and CMAR Fees)</b>	<b>\$8,556,427.36</b>

---

FUNDING

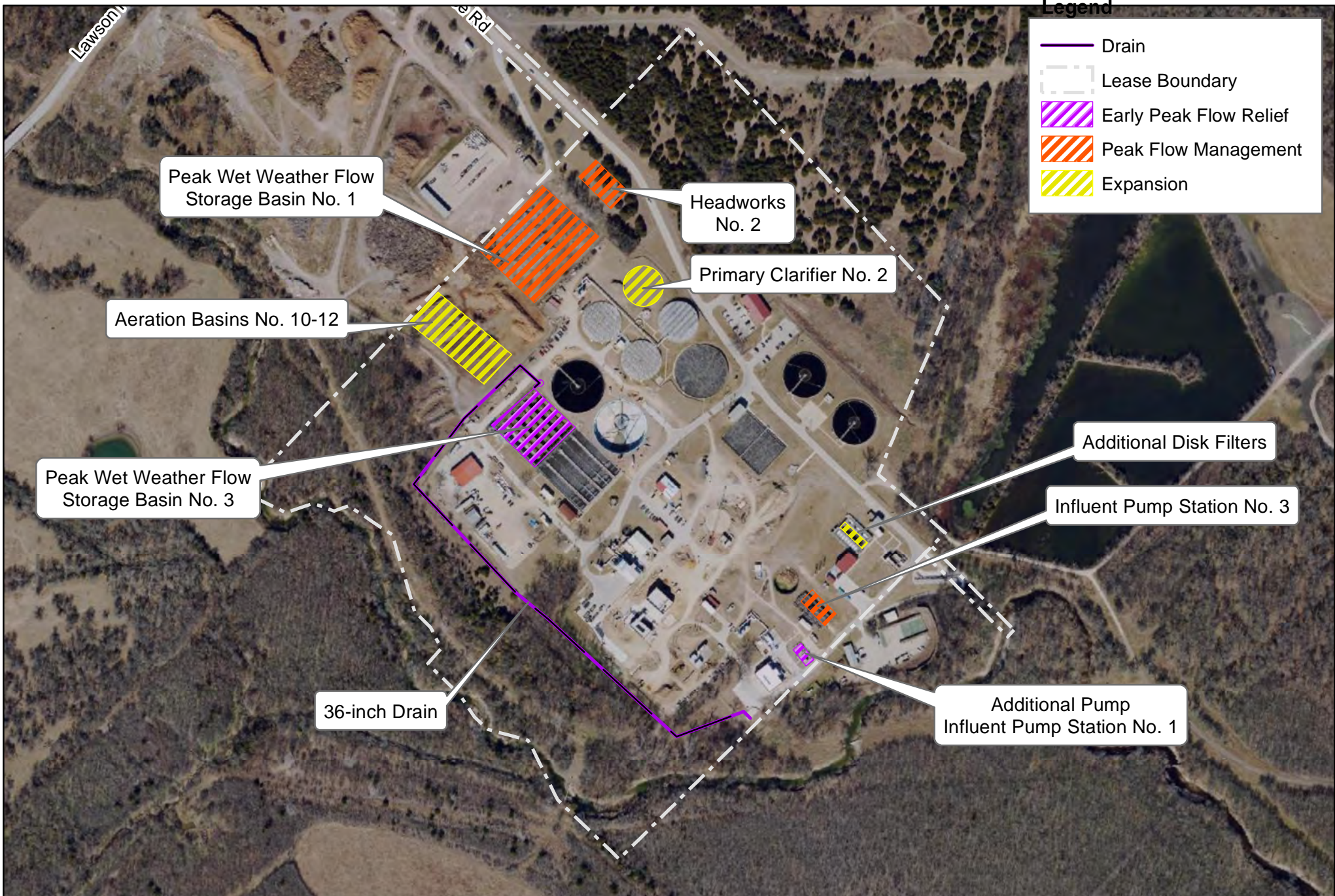
FUND(S): Funding in the amount of \$8,556,427.36 to Archer Western Construction, LLC is to be available utilizing the Regional Wastewater System Extendable Commercial Paper (ECP) Program as the appropriation source; actual issuance of ECP notes will occur as cash needs arise.

---

**ATTACHMENT A**

<b>TOTAL CONTRACT PRICE SUMMARY</b>	
The total contract price includes a summary of all construction costs, which is the sum of all construction work, pre-negotiated preconstruction and procurement services fee, general conditions, contingency, and CMAR construction services fee.	
<b>Total Contract Price – South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion</b>	
Preconstruction Services Fee	\$900,000.00
Procurement Services Fee	\$350,000.00
Partial GMP No. 1	\$10,193,261.00
Total Estimated Construction Cost (GMP No. 2)	\$7,301,952.00
General Conditions (@ 8.5% of Construction Costs)	\$1,487,093.11
CMAR Construction Services Fee (@ 6.5% of Total Cost of Work)	\$1,233,849.90
Contingency (@ 1.5% of Total Cost of Work)	\$284,734.59
<b>Total Contract Price – South Mesquite Creek Regional Wastewater Treatment Plant Peak Flow Management and Expansion</b>	<b>\$21,750,890.60</b>

<b>CONTRACT AMENDMENT SUMMARY</b>		
<b>SOUTH MESQUITE CREEK REGIONAL WASTEWATER TREATMENT PLANT PEAK FLOW MANAGEMENT AND EXPANSION</b>		
Description	Status	Amount
Original Agreement - Partial Preconstruction and Procurement Services Fee	Board Approved	\$1,250,000.00
Amendment No. 1 – Partial GMP No. 1	Board Approved	\$11,944,463.24
<b>Amendment No. 2 – Partial GMP No. 2</b>	<b>Current Request</b>	<b>\$8,556,427.36</b>
<b>Total Contract Price</b>		<b>\$21,750,890.60</b>



**South Mesquite Creek RWWTP Peak Flow Management and Expansion  
 Project No. 301-0525-20  
 Administrative Memorandum No. 5882**



# NORTH TEXAS MUNICIPAL WATER DISTRICT

DECEMBER 2022

ADMINISTRATIVE MEMORANDUM NO. 5883

INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF LUCAS, TEXAS AND NORTH TEXAS MUNICIPAL WATER DISTRICT  
FOR A TRUCK WASH STATION AT THE  
WILSON CREEK REGIONAL WASTEWATER TREATMENT PLANT

RESOLUTION NO. 22-52

---

## ACTION *(What)*

Interlocal Cooperation Agreement (ILA) between the City of Lucas and the North Texas Municipal Water District (NTMWD) to facilitate construction of a truck wash station at the Wilson Creek Regional Wastewater Treatment Plant (RWWTP).

---

## PURPOSE *(Why)*

In an effort to reduce odors associated with the transportation of biosolids through the local community, the Wilson Creek Oversight Committee determined that an on-site vehicle washdown station at the Wilson Creek RWWTP would allow NTMWD to eliminate odors more effectively, which is a stated purpose of the Settlement Agreement.

---

## RECOMMENDATION

The Executive Director and NTMWD staff recommend the Board of Directors adopt Resolution No. 22-52, *"A Resolution Authorizing an Interlocal Cooperation Agreement for a Truck Wash Station at the Wilson Creek Regional Wastewater Treatment Plant."*

### Contracting

Parties: City of Lucas, Texas and the North Texas Municipal Water District

Purpose: Enter into Interlocal Cooperation Agreement

Project: Wilson Creek RWWTP Truck Wash Station

Amount: \$0

Strategic Objective: 2.2 Conscientious Environmental Stewardship  
3.2 Engaged Members, Customers and Stakeholders

This will be an item on the December 14, 2022, Wastewater Committee agenda.

---

DRIVER(S) FOR THIS PROJECT

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

---

BACKGROUND

- The Wilson Creek RWWTP is located at 3020 Orr Road, Allen, Texas 75002.
- In November of 2000, NTMWD executed a settlement agreement with 30 Protestants of the TCEQ discharge permit to allow Wilson Creek RWWTP to be expanded to 64 MGD. One of the terms within the settlement agreement indicates NTMWD will not operate a truck wash station at the facility. The primary signer of the Settlement Agreement was the City of Lucas.
- The settlement agreement established a Wilson Creek Oversight Committee which operates to this day for the purpose of monitoring activities at the Wilson Creek RWWTP and to provide input on various matters. One activity that is discussed regularly at oversight committee meetings is the occurrence of odor complaints surrounding the RWWTP and NTMWD's actions taken in response to those complaints.
- The Wilson Creek RWWTP has advanced measures in place to capture and minimize unpleasant odors produced during the wastewater treatment process to include physical and chemical elimination methods as well as monitors located strategically around the RWWTP perimeter. The odor control methods have been effective at eliminating most offsite odors, yet there are times when odor excursions do occur and neighbors report experiencing foul odors.
- After an extensive review of the option to install a truck wash station, the Wilson Creek Oversight Committee recommended installing a truck was station at the Wilson Creek RWWTP for the purpose of cleaning solids transport trucks to reduce the potential for unpleasant odors leaving the RWWTP property.
- The City of Lucas City Council has approved the execution of an ILA with the NTMWD for the purpose of authorizing a truck wash at the Wilson Creek RWWTP.

---

FUNDING

FUND(S): No funding is requested at this time.

---

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **RESOLUTION NO. 22-52**

### **A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF LUCAS, TEXAS AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT FOR A TRUCK WASH STATION AT THE WILSON CREEK REGIONAL WASTEWATER TREATMENT PLANT**

**WHEREAS**, the NTMWD utilizes Orr Road and Stacey Road near the City of Lucas for ingress and egress to its Wilson Creek Regional Wastewater Treatment Plant (RWWTP) and for transportation of biosolids; and,

**WHEREAS**, while pursuing the permit to expand the Wilson Creek RWWTP to 64 million gallons per day; NTMWD, the City of Lucas and other protestants entered into a settlement agreement that prohibited the construction of a truck wash station; and,

**WHEREAS**, the settlement agreement establish the Wilson Creek Oversight Committee with “broad authority to review treatment plant operations, water quality, odor control, air monitoring, budgets, and staffing, and to make recommendations regarding same”; and,

**WHEREAS**, after careful consideration and review, the Wilson Creek Oversight Committee recommends the installation of a truck wash station for improving odor control at the Wilson Creek RWWTP; and,

**WHEREAS**, The City of Lucas City Council authorized the execution an ILA with the NTMWD to approve the construction of a truck wash station at the Wilson Creek Regional Wastewater Treatment Plant.

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

1. The addition of a truck wash station at the Wilson Creek Regional Wastewater Treatment Plant to reduce odor during biosolids transportation is in the public’s interest.
2. Funding for construction of the truck wash station is approved with the fiscal year 2023 Operations and Maintenance Budget for the Wilson Creek RWWTP.
3. The Executive Director is authorized to execute the Interlocal Agreement with the City of Lucas.

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON DECEMBER 15, 2022, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.**

---

**GEORGE CRUMP, Secretary**

---

**JACK MAY, President**

**(SEAL)**



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF LUCAS, TEXAS  
AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT  
FOR A TRUCK WASH STATION AT THE  
WILSON CREEK REGIONAL WASTEWATER TREATMENT PLANT**

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into by and between the **City of Lucas, Texas**, a home rule municipality (“**City**”), and the **North Texas Municipal Water District**, a political subdivision of the State of Texas (“**NTMWD**”). City and NTMWD at times are referred to herein as a “**Party**” or collectively as the “**Parties.**”

**WITNESSETH:**

**WHEREAS**, NTMWD and City entered into that certain Settlement Agreement dated April 4, 2001 (the “**Settlement Agreement**”) to effectuate a full and complete settlement and resolution of concerns raised by the City regarding the NTMWD’s then-pending application to amend the wastewater discharge permit for the Wilson Creek Regional Wastewater Treatment Plant (“**Wilson Creek RWWTP**”);

**WHEREAS**, at the recommendation of NTMWD, the Oversight Committee, created pursuant to Section I(A) of the Settlement Agreement, determined that an on-site vehicle washdown station at the Wilson Creek RWWTP would allow NTMWD to treat odors more effectively, which is a stated purpose of the Settlement Agreement;

**WHEREAS**, NTMWD continues to operate the Wilson Creek RWWTP in compliance with its wastewater discharge permit, state laws and regulations, and the Settlement Agreement and is committed to its duties as a good neighbor and wastewater treatment plant owner and operator;

**WHEREAS**, City and NTMWD have agreed that a need exists for the design and construction of an on-site vehicle washdown station to serve the Wilson Creek RWWTP (the “**Project**”), as described in further detail below, and the ongoing operation and maintenance of the Project after completion;

**WHEREAS**, the Parties seek to allow NTMWD to construct an on-site truck washdown station at the Wilson Creek RWWTP as a part of the Project;

**WHEREAS**, the Project will permit NTMWD to wash vehicles and containers used to transport for disposal sludge produced on-site at the Wilson Creek RWWTP;

**WHEREAS**, by cleaning vehicles and containers on-site, NTMWD can proactively remove any potential odor causing bacteria, prevent new bacteria from growing, and contain bacteria at the Wilson Creek RWWTP;

**WHEREAS**, NTMWD will fund, conduct, and oversee the Project entirely, including all subsequent maintenance and ongoing operations;

**WHEREAS**, the Interlocal Cooperation Act, codified at Chapter 791 of the Texas Government Code (the “**Act**”), authorizes local governments to contract with one another to perform governmental functions and services;

**WHEREAS**, this Agreement is entered into pursuant to the Act for the performance of governmental functions and services; and

**WHEREAS**, City and NTMWD find that the Project will provide a public benefit to both Parties and that a cooperative effort by the Parties pursuant to the Act will more efficiently accomplish the purposes set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, City and NTMWD agree as follows:

## **ARTICLE 1** **PROJECT IMPROVEMENTS**

**1.1 Location of Project.** The Project consists of the design, construction, operation, and maintenance of an on-site vehicle washdown station located at the Wilson Creek RWWTP, 3020 Orr Road, Allen in Collin County, Texas 75002.

**1.2 Design and Construction of Project.** NTMWD shall design, procure, construct, and manage the Project. NTMWD shall be responsible for any and all permits required for the Project. NTMWD shall be responsible for all ongoing operation and maintenance of the Project after the Project is completed. The City agrees to fully support and not oppose NTMWD’s design, construction, operation, and maintenance of the Project.

**1.3 Project Description.** The Project as defined will include the construction of an on-site washdown station to clean vehicles and containers used in the treatment process. NTMWD will construct a washdown station for the Project that consists of a stainless-steel hopper and concrete containment area. Vehicles will back the container and drain into the hopper while being rinsed out. The water and other materials rinsed from the container will drain directly into the Wilson Creek RWWTP headworks. By placing the washdown station in front of the Wilson Creek RWWTP’s headworks, the Project’s washdown station will ensure that materials washed out will be screened and properly treated. While NTMWD intends that all water will be captured by the hopper, NTMWD will also construct a secondary concrete containment area to capture potential spills, which will also drain to the Wilson Creek RWWTP’s headworks. NTMWD will also install a gate on the hopper discharge to contain odors while the washdown station is not in use.

**1.4 Project Modifications.** If the Project increases odor issues at Wilson Creek RWWTP, NTMWD will either modify the washdown station for better performance or cease use of the washdown station in the event modifications are infeasible and/or do not remedy the increased odor issues.

**1.5 Ownership of Project Improvements.** Any and all Project improvements constructed pursuant to this Agreement shall, at all times, remain the sole property of NTMWD. City shall not, at any time, have or claim any ownership interest in Project improvements constructed by NTMWD.

## ARTICLE 2 GENERAL PROVISIONS

**2.1 Recitals and Exhibits Incorporated.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are hereby incorporated into the body of this Agreement and are adopted as findings of City and NTMWD.

**2.2 Authority to Execute.** Each person signing on behalf of the Parties hereby confirms that they have the authority to execute this Agreement on behalf of the Party indicated by their signature.

**2.3 Liability.** Each Party does hereby agree to waive all claims against, release and hold harmless the other Party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. However, nothing herein shall release the Parties from their respective obligations created through this Agreement. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without waiving any governmental immunity or defense available to any Party individually under Texas law. City shall be responsible for its sole negligence. NTMWD shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**2.4 Remedies.** Nothing in this Agreement shall be construed as, in any manner, to abridge, limit or deprive any Party hereunto of any means which it could otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

**2.5 Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:  
City of Lucas  
Attn: Joni Clark  
665 Country Club Road  
Lucas, Texas 75002-7651  
Telephone: (972) 727-8999  
Email: jclarke@lucastexas.us

If to NTMWD, addressed to it at:

North Texas Municipal Water District  
Attn: Jennafer Covington  
Address: P.O. Box 2408  
City, State Zip Code: Wylie, Texas 75098  
Telephone: (972) 442-5405  
Email: jcovington@ntmwd.com

**2.6 Succession and Assignment.** This Agreement is binding upon and shall inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement may not be assigned by any Party hereto without the prior written notice to, and prior written approval by, the other Parties, which consent may be withheld without cause.

**2.7 Governing Law/Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

**2.8 Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for adequate consideration, the sufficiency of which is forever confessed.

**2.9 Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

**2.10 Severability.** If any term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted, and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable, or unlawful provision had never been contained in this Agreement.

**2.11 Representations.** Each Party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof, and is signing the same solely of its own judgment.

**2.12 Responsibilities.** The Parties agree that neither Party is an agent, servant, or employee of the other Party and that each Party is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents. The Parties agree that the Project is not a joint venture or joint enterprise.

**2.13 Immunity.** The Parties acknowledge and agree that, in executing and performing this Agreement, the Parties have not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign, and official immunity, that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

**2.14 No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

**2.15 Waiver.** Any waiver at any time by any Party of its rights with respect to default under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

**2.16 Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party’s signature below) will be deemed the effective date of this Agreement (“**Effective Date**”).

**CITY OF LUCAS, TEXAS,**  
A Home-Rule Municipality

By: \_\_\_\_\_  
Joni Clarke, City Manager  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NORTH TEXAS MUNICIPAL WATER  
DISTRICT,**  
A Conservation and Reclamation District and  
Political Subdivision of Texas

By: \_\_\_\_\_  
Jennafer Covington  
Executive Director/General Manager  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared **JONI CLARKE**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the City Manager and duly authorized representative of the **CITY OF LUCAS, TEXAS**, a home-rule municipality, and that she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the **CITY OF LUCAS, TEXAS**.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared **JENNAFER COVINGTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the Executive Director and duly authorized representative of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district and political subdivision of the State of Texas, and that she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_