



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: FEBRUARY 17, 2023
SUBJECT: REGULAR MEETING – THURSDAY, FEBRUARY 23, 2023

While this month's agenda may seem light, the next few months will be extremely busy for the Board and staff as we tackle some of the "big rocks."

Strategic Initiative Highlight - 2.3.2 - Analyze Purchase Card Spending to Maximize Savings Opportunities

The Purchasing Card (P-Card) Program was created for small-dollar purchases under \$3,000 to increase efficiencies by reducing transaction costs. Effective management of this program occurs across every department and individual cardholder. The aims of this initiative include analyzing spend of frequently purchased items to secure better pricing and maintain policy compliance; shifting appropriate responsibilities from the Accounting Department to the Procurement Department; updating policy, procedures, and forms; and providing internal training and resources.

To ensure changes to this program meet operational needs, multi-departmental stakeholders have been assembled to provide feedback on this initiative. Review of best practices, internal forms, policy and process documents have been completed. An outside firm is in the process of finalizing a review of FY22 spend.

Changes to the program have already and will continue to strengthen internal controls and shift appropriate transactions through the competitive procurement process. As these changes are implemented, P-Card holders will be required to attend updated training.

Member City Meetings – As mentioned in a past update, we are in the process of scheduling our annual meetings with each of the Member Cities. These meetings will be scheduled over the months of March and April. For those who have not participated in these before, I and a small contingent of relevant staff go to each Member City for a meeting with the City Manager and other City staff. Directors for the relevant city are invited to attend and participate in the discussions. Some Cities ask their Mayor and/or other Council Members to attend. These meetings have become valuable touch points for the District and the leadership of our Member Cities. This year's topics to discuss include:

- Customer Premium
- Long Range Water Supply
- Water Conservation
- Annexation of new Member Cities

- Capital Projects related to services for that City

If you have not received an invitation from Leann, please be on the lookout as she works with the Cities on scheduling the meetings.

Strategic Plan Update – In March 2022, the Board of Directors adopted the Five-Year Strategic Plan. At next month's Board Meeting, we will be reviewing the progress of this plan after one year. There has significant advancement across the District, and I am excited to share completed initiatives and major milestones met on several "big rocks." Staff has remained focused on our commitments to the Goals and Objectives adopted by the Board, and I am pleased with the progress we have made.

Board Policies Manual Amendments – In January, President May appointed a Special Working Group to offer recommendations related to Section 2.4 – ED/GM Annual Evaluation Process and Section 3 – Executive Compensation. Directors Dyer, Imrie, Kever, and Stephens have been working under the leadership of Director Farmer to present recommendations to the Policy Committee. They have been diligently working through these tasks and plan to offer their recommendations at a March 8 Policy Committee Meeting. Once approved by the Committee, the policy changes will be brought to the Board for final adoption.

121 Regional Disposal Facility Tour – I wanted to make sure the Board had plenty of advance notice about a tour planned for Friday, March 17. After several reschedules, we will be touring the 121 RDF in Melissa. If you have never visited this enormous site, this will be an extremely informative experience. Staff has been working on an agenda that will give Directors an up-close view of the operations. More details will follow as we get closer to the date.



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**BOARD OF DIRECTORS
REGULAR MEETING (IN PERSON AND BY VIDEOCONFERENCE)
THURSDAY, FEBRUARY 23, 2023
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, February 23, 2023, 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. Bois d'Arc Lake Update
- B. Review Construction Inspection Services Request Process
- C. Communications Department Update

IX. EXECUTIVE SESSION (to begin at approximately 3:00 p.m. and end approximately at 3:30 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 3:30 p.m.

- A. Consultation with Attorney
(Tex. Gov't Code Section 551.071)
 - 1. Manuel Cole v. North Texas Municipal Water District, Cause No. 429-06813-2021
 - 2. Progressive County Mutual Insurance Company V. NTMWD, Cause No. 003-04136-2021

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. 23-2- 01**
 - 3- Consider approval of January 26, 2023, Board of Directors Regular meeting minutes
- B. **Approval of Modification of Capital Projects Request - Consent Agenda Item No. 23-02-02**
 - Consider approval of January 2023 Modification of Capital Projects Request

- C. **Authorize execution of an amendment to the Construction Manager At-Risk (CMAR) for the Bois d’Arc Lake Dam and Intake Structure project - Consent Agenda Item No. 23-02-03**
- Consider authorizing the Executive Director to execute Amendment No. 17 to the CMAR with Archer Western Construction, LLC to close eight work packages, reduce the Guaranteed Maximum Price, add contract time and reduce retainage resulting in a credit in the amount of (\$937,490.46) for Project No. 101-0344-13, Bois d’Arc Lake Dam and Intake Structure
- D. **Adoption of Resolution No. 23-03 authorizing the conveyance of property to the City of Allen - Consent Agenda Item No. 23-02-04**
- Consider adoption of Resolution No. 23-03 authorizing the Executive Director to execute transaction documents and convey property in fee simple of approximately 1.25 acres to the City of Allen near the North System Exchange Parkway Ground Storage Tank site for Project No. 101-0385-15
- E. **Adoption of Resolution No. 23-04 authorizing the conveyance of property to Oncor Electric Delivery Company, LLC (Oncor) - Consent Agenda Item No. 23-02-05**
- Consider adoption of Resolution No. 23-04 authorizing the Executive Director to execute a conveyance of property of approximately 0.064 acres of permanent easement to Oncor for Project No. 501-0513-18, North McKinney Transfer Lift Station
- F. **Authorization to declare certain NTMWD property as salvage or surplus and authorize the execution of a contract to facilitate sale of such assets - Consent Agenda Item No. 23-02-06**
- Consider declaring certain NTMWD property as salvage or surplus and authorizing the Executive Director to execute a contract with René Bates Auctioneers, Inc., for the auction sale of such assets listed in Consent Agenda Item No. 23-02-06
- G. **Adoption of Resolution No. 23-05 authorizing the First Amendment to the Interlocal Cooperation Agreement (ILA) with the City of Melissa - Consent Agenda Item No. 23-02-07**
- Consider adoption of Resolution No. 23-05 authorizing the Executive Director to execute the First Amendment to the ILA with the City of Melissa regarding the Stiff Creek Sewer Capital Improvements project

XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

WATER AGENDA ITEMS

- A. **Authorize execution of a potable water supply contract with Wylie Northeast Special Utility District (SUD) - Administrative Memorandum No. 5887**
- Consider authorizing the execution of a potable water supply contract with current customer, Wylie Northeast SUD, with a contract term of 20 years

WASTEWATER AGENDA ITEMS

- B. **Authorize construction Change Order No. 8 for the Buffalo Creek Parallel Interceptor , Phase I project - Administrative Memorandum No. 5888**
- Consider authorizing Change Order No. 8 with Mountain Cascade of Texas, LLC for additional vents and odor control improvements for Project No. 507-0484-17, Buffalo Creek Parallel Interceptor, Phase I
- C. **Authorize construction Change Order No. 4 for the Upper East Fork Interceptor System Relocation of 60-inch Wastewater Pipeline project - Administrative Memorandum No. 5889**
- Consider authorizing Change Order No. 4 with McKee Utility Contractors, Inc. in the amount of \$672,459.72, which is subject to Texas Department of Transportation reimbursement to resolve a utility conflict with the existing 60-inch NTMWD interceptors and additional pavement replacement necessary to facilitate the relocation for Project No. 101-0544-19, Upper East Fork Interceptor System Relocation of 60-inch Wastewater Pipeline

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

FEBRUARY 2023

CONSENT AGENDA ITEM NO. 23-02-01

JANUARY 2023 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, January 26, 2023, as presented. (See attached.)



NORTH TEXAS MUNICIPAL WATER DISTRICT

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MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS JANUARY 26, 2023

The North Texas Municipal Water District (NTMWD) Board of Directors met in a regular meeting on Thursday, January 26, 2023, 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 2:32 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 Rick Crowley 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:

<i>DIRECTOR</i>	<i>IN PERSON</i>	<i>REMOTE</i>
Terry Sam ANDERSON	√	

Robert APPOLITO	Absent	
Kalen BOREN		√
John CARR	√	
Rick CROWLEY	√	
George CRUMP	√	
Phil DYER	√	
Joe FARMER	√	
Marvin FULLER	√	
Don GORDON	√	
David HOLLIFIELD	√	
Chip IMRIE	√	
Blair JOHNSON	√	
Ronald KELLEY	√	
James KERR	√	
Geralyn KEVER	√	
Jack MAY	√	
Richard PEASLEY	√	
Randy ROLAND		√
Lynn SHUYLER	Absent	
Keith STEPHENS	√	
Jody SUTHERLAND	√	
John SWEEDEN	√	
Larry THOMPSON	√	

The following NTMWD legal and professional consultants attended the meeting:

- Lauren Kalisek – Lloyd Gosselink Rochelle & Townsend

- Kevin Smith – Crowe, LLP

VI. OPENING REMARKS

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

President May advised that he, Executive Director Covington and David Kelly recently attended the Water for Texas Conference. While in Austin they also visited the Capital and had the opportunity to speak to some legislators. Additionally, they attended a panel discussion in reference to the State's budget surplus. President May advised that primary needs discussed included infrastructure, flooding issues (Houston), water conservation, and future water supply needs.

President May reviewed the tentative schedule of meetings for February 2023 as follows:

- February 8th – Executive Committee
- February 16th – Board Work Session: Customer Premiums
- February 22nd – Water and Wastewater Committees
- February 23rd – Board Meeting

President May advised that after receiving multiple questions and comments regarding the Executive Director's annual evaluation process, he has created a special working group to review policies and make recommendations to the Policy Committee. The charge of this Special Working Group is to look at the Board Policies Manual related to the ED/GM Annual Evaluation Process and Executive Compensation. Dr. Farmer will head up this group consisting of Director Dyer, Director Imrie, Director Keever and Director Stephens. Once they have reviewed the policies, they will present a recommendation to the Policy Committee.

- 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 announced the 2022 Employee of the Year and Team of the Year.

Executive Director Covington reviewed that the Carl W. Riehn Employee of the Year award was created in 1999 to commemorate and memorialize the 28 years of dedicated service of Mr. Riehn, who served as the District's Executive Director from 1969 to 1998. She advised that for 2022, 25 employees were nominated. The four finalists include: Kevin Wiseman, Darrell Haynes, Pete Myers, and Katy Locke.

Pete Myers, Fleet Maintenance Shop Foreman is the recipient of the 2022 Employee of the Year. Mr. Myers also received this award in 2007.

Executive Director Covington advised that the Team of the Year Award was created to recognize outstanding teamwork and job performance to achieve the NTMWD mission –

“Provide high quality and dependable water, wastewater and solid waste services in a cost efficient manner.”

The intent of this award is to promote cooperation, communication, planning and prioritization and other attributes of a cohesive team while recognizing those that exceed these expectations. For 2022 there were 15 nominations with three finalists. Those include: the Shutdown Trailer Team, the Operations Challenge Team, and the Water Conveyance System Shutdown Field Operations Team.

The Team of the Year award was given to the Shutdown Trailer Team. Executive Director Covington stated this team of electrical professionals came together to design and build an electrical shut-down trailer which resulted in reliable shut-down procedures during electrical switchgear maintenance, increase safety factors for employees and contractors, and back-up for MCC for emergency power outages. This equipment took over a year to design, procure parts and build and was completed in November 2022.

Award recipients were present for the recognitions.

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.

Three representatives from the City of Rowlett spoke in favor of Rowlett becoming a Member of the NTMWD as follows:

- 1) Mayor Blake Margolis- requested the District commence annexation proceedings for Rowlett.
- 2) Councilmember Brian Galuardi- spoke in favor of an annexation policy for the District and against a buy-in policy.
- 3) Councilmember Jeff Winget- spoke of Rowlett’s and the District’s Strategic Plans.

VIII. DISCUSSION ITEMS

- A. Consider development of a Member City annexation policy

Attorney Lauren Kalisek provided a briefing in regard to a possible Member City annexation policy. She advised this is a follow up to input received from Member Cities and Customers following the 2022 Amawalk Report. This report was done relative to the Member City Public Utility Commission Rate Case Settlement and the current Customer Premium Study. Additionally, this discussion includes the City of Rowlett Petition to become a Member City of the NTMWD.

Attorney Kalisek reviewed the Enabling Legislation for the District which sets out the process for adding new Members (annexations); previous annexations; the 2016 Board Resolution No. 16-40 on a new Member City policy; and, the 2022 Stakeholder feedback received from Member Cities and Customers.

Attorney Kalisek advised that Rowlett's petition was presented to the District on December 8, 2022. She noted that the District is committed to remain in communication with Rowlett regarding the request.

Attorney Kalisek noted that the Customer Premium Study is a separate project but will inform the annexation policy discussion. She also advised that there is a Board Work Session scheduled for February 16, 2023 in regard to the Customer Premium Study.

IX. EXECUTIVE SESSION.

At 3:12 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. Consultation with Attorney
(Tex. Gov't Code Section 551.071)
 - 1. Consider development of a Member City annexation policy

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 4:05 p.m. The public teleconference line was reconnected.

No action was taken in Executive Session. No action was taken in Open Session.

Executive Director Covington thanked the Attorney and the Board Members for the Executive Session discussion. She advised that based on that discussion, the District's path forward will be to continue efforts to complete Bois d'Arc Lake and to commence delivery of water from the Leonard Water Treatment plant later this spring. She also advised that the District will continue its efforts associated with the Customer Premium and Buy-in Study with the intent of a potential discussion of developing this later this spring.

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 no requests for separate discussion of Consent Agenda items.

Upon a motion by Director Chip Imrie to approve the Consent Agenda items and a second by Director Joe Farmer, the Board of Directors voted unanimously to approve the Consent Agenda.

- A. **Approval of Regular Board Meeting Minutes - Consent Agenda Item No. 23-01-01**
 - Consider approval of December 15, 2022, Board of Directors Regular meeting minutes
- B. **Approval of Board of Directors Work Session Meeting Minutes - Consent Agenda Item No. 23-01-02**
 - Consider approval of December 8, 2022, Board of Directors Work Session meeting minutes
- C. **Approval of Modification of Capital Projects Request - Consent Agenda Item No. 23-01-03**
 - Consider approval of January 2023 Modification of Capital Projects Request
- D. **Adoption of Resolution No. 23-01 authorizing the conveyance of property to Farmers Electric Cooperative - Consent Agenda Item No. 23-01-04**
 - Consider adoption of Resolution No. 23-01 authorizing the Executive Director to execute a conveyance of property in the form of 0.027 acres of permanent easement to Farmers Electric Cooperative.
- E. **Adoption of Resolution No. 23-02 authorizing the execution of an amendment to a right-of-way acquisition program for the McKinney East Side Extension Improvements project - Consent Agenda Item No. 23-01-05**
 - Consider authorizing the Executive Director to amend a previously executed right-of-way acquisition program to add a permanent easement; adoption of Resolution No. 23-02 authorizing the use of eminent domain for Project No. 501-0551-19, McKinney East Side Extension Improvements

XII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

GENERAL / ADMINISTRATIVE AGENDA ITEMS

- A. **Acceptance of Annual Audit Report for fiscal year 2022 - Administrative Memorandum No. 5884**
 - Consider acceptance of the Annual Audit Report included in the Annual Comprehensive Financial Report (ACFR)

Director Chip Imrie advised that Crowe, LLP presented the draft audit results on January 11, 2023, to the Finance Committee. The final Annual Comprehensive Financial Report (ACFR) was emailed to the Board yesterday. The District's audit partner, Kevin Smith, was present for this item and provided the Board with a very high-level overview of the results.

Mr. Smith advised the Board that he has issued an "unmodified opinion" of the Report as well as for Grant Reporting. He advised that two (2) "material weaknesses" were identified under Financial Reporting that have been addressed by staff.

Director Imrie advised that the ACFR document will be mailed to the Board Members after the final printing.

Upon a motion by Director Chip Imrie and a second by Director John Sweeden, the Board of Directors voted unanimously to accept the FY22 Annual Comprehensive Financial Report (ACFR.)

WATER AGENDA ITEMS

B. Authorize execution of an interlocal agreement (ILA) with Tarrant Regional Water District (TRWD) - Administrative Memorandum No. 5885

- Consider authorizing the Executive Director to execute an ILA with TRWD in the amount of \$63,000 for a conceptual level study to evaluate the potential for collaboration on the Cedar Creek Wetlands project

Director Terry Sam Anderson advised that the Water Committee reviewed this item yesterday and voted to recommend the Board authorize the Executive Director to execute an Interlocal Agreement with Tarrant Regional Water District to study conceptual level options for incorporating NTMWD's available treated return flows into TRWD's Cedar Creek Wetlands Project. NTMWD anticipates having access to return flow volumes in excess of the existing capacity of its East Fork Wetlands.

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

C. Authorize award of construction contract and inspection services on the East System Control Valve project - Administrative Memorandum No. 5886

- Consider authorizing award of construction contract with MELA Contracting Inc., in the amount of \$4,109,000 and authorizing internal inspection services in the amount of \$450,000 for Project No. 101-0604-22, East System Control Valve

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 the installation of the East System Control Valve on the Wylie Water Treatment Plant Complex to supply additional treated water for growing water demands in the East Transmission System.

Upon a motion by Director Terry Sam Anderson and a second by Director Geralyn Keever, 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.

Director Anderson advised that the Water Committee will schedule an update in the future regarding water conservation and water reuse.

Director Crowley requested some information from staff as to how they determine whether inspection services are done in-house or contracted out.

President May reminded everyone of the Director's dinner that will be held this evening at 6:15 p.m.

B. Premier of video "Bois d'Arc Lake: Continuing the Legacy of Service"

Executive Director Covington presented an advanced viewing of the video-

"Bois d'Arc Lake: Continuing the Legacy of Service"

She advised the video was developed to be utilized in conjunction with the opening of the Lake for recreation and will be premiered to the public at that time.

XIV. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 4:26 p.m.

APPROVED:

JACK MAY, President

ATTEST:

GEORGE CRUMP, Secretary

NORTH TEXAS MUNICIPAL WATER DISTRICT

FEBRUARY 2023

CONSENT AGENDA ITEM NO. 23-02-02

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. None.

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. Project No. 301-0432-16, Floyd Branch Regional Wastewater Treatment Plant (RWWTP) Process Optimization Improvements

Description	Amount	Days
Original Contract Amount	\$14,193,000.00	945
Prior Change Order(s) Total	\$99,061.13	325
Proposed Change Order No. 7		
Credit for two (2) each 25-ton bulk Magnetite delivery	(\$37,500.00)	0
City of Richardson Permit allowance credit	(\$25,000.00)	0
Oncor utility services allowance credit	(\$25,000.00)	0
Proposed Change Order No. 7 Decrease	(\$87,500.00)	0
Final Contract Amounts	\$14,204,561.13	1,270

Original Completion Dates: Substantial – December 11, 2021; Final – February 9, 2022
Revised Completion Dates: Substantial – November 1, 2022; Final – December 31, 2022.

Funding in the amount of (\$87,500.00) for Change Order No. 7 from Eagle Contracting, LP, will be credited back to the Regional Wastewater System 2019 Construction Fund.

SOLID WASTE SYSTEM

- a. None.

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

WATER SYSTEM

- a. None.

WASTEWATER SYSTEM

- a. Project No. 501-0439-16, Beck Branch Parallel Interceptor

DESCRIPTION	AMOUNT
Original ESA	\$1,062,125.00
Prior Additional Services	\$632,043.00
Proposed Additional Services	\$77,430.00
Additional construction administration services and contract extension.	
Revised ESA Amount	\$1,771,598.00

Funding in the amount of \$77,430.00 for Amendment No. 7 to Lockwood, Andrews & Newman, Inc., is available in the Upper East Fork Interceptor System 2020 Construction Fund

SOLID WASTE SYSTEM

a. Project No. 401-0447-16, Parkway Transfer Station Conversion to Top Load

DESCRIPTION	AMOUNT
Original Permitting Phase ESA – Administrative Memorandum No. 4777	\$221,500.00
Prior Additional Services for Permitting Phase – Consent Agenda Item No. 18-06-04 and Administrative Memorandum No. 5401	\$110,000.00
Proposed Additional Services	\$18,500.00
Complete Type V application	\$8,500.00
First notice of deficiency response	\$4,000.00
Second notice of deficiency response	\$3,000.00
Air quality compliance study	\$3,000.00
Revised ESA Amount	\$350,000.00

Funding in the amount of \$18,500.00 for Amendment No. 3 to Weaver Consultants Group, LLC, is available in the Regional Solid Waste System 2022 Construction Fund

NORTH TEXAS MUNICIPAL WATER DISTRICT

FEBRUARY 2023

CONSENT AGENDA ITEM NO. 23-02-03

REGIONAL WATER SYSTEM BOIS D'ARC LAKE DAM AND INTAKE STRUCTURE PROJECT NO. 101-0344-13

CONSTRUCTION MANAGER AT-RISK AGREEMENT AMENDMENT NO. 17

ACTION (*What*)

Authorize Amendment No. 17 to a Construction Manager At-Risk (CMAR) agreement with Archer Western Construction, LLC (Archer Western) to close eight work packages, reduce the Guaranteed Maximum Price (GMP), add contract time and reduce retainage on the Bois d'Arc Lake (BDL) Dam and Intake Structure project.

PURPOSE (*Why*)

Amendment No. 17 reduces the GMP for eight completed work packages and credits back to NTMWD any amounts for unused work items. Amendment No. 17 also adds 150 days of contract time for additional work for the fabrication and installation of a sonde device stilling well and reduces retainage.

RECOMMENDATION

The Executive Director and NTMWD staff recommend the Board of Directors authorize the Executive Director to execute Amendment No. 17 to the Construction Manager At-Risk Agreement as follows:

- 1) Reduce the GMP for completion of eight work packages
- 2) Add 150 days of contract time
- 3) Reduce retainage to 4%

Consultant: Archer Western Construction, LLC

Scope: Amendment No. 17

Project: 101-0344-13, Bois d'Arc Lake Dam and Intake Structure

Amount: (\$937,490.46) (Credit)

Strategic Objective: 1.2 Successfully Deliver Capital Program

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

- Manage the construction of Bois d'Arc Lake Dam and Intake Structure, Lake Bonham Dam Improvements, BDL reservoir area clearing, and a 210 Million Gallon (MG) Terminal Storage Reservoir (TSR).

PROJECT COMPONENTS

- Construct a two-mile long, 90-foot high embankment with an uncontrolled three-cycle labyrinth service spillway
- Construct a reinforced concrete water supply intake tower, approximately 100 feet tall with two 78-inch conduits through the dam
- Improve the emergency spillway of Lake Bonham Dam and armor the downstream toe of the dam
- Construct 210 Million Gallon Terminal Storage Reservoir at Leonard Water Treatment Plant (WTP)
- Clear trees and brush within the reservoir footprint in accordance with the clearing plan
- Construct Fannin County Road (CR) No. 2715 for equipment and supply access
- Construct a 210 MG TSR cell consisting of an earthen embankment lined with high density polyethylene (HDPE) liner and soil cement for slope protection, including inlet and outlet structures and piping

AMENDMENT NO. 17 – CHANGES TO CMAR SERVICES

- **Work Package No. 1 – Dam Footprint Clearing.** Authorize the following changes to the Guaranteed Maximum Price (GMP) for: 1) decrease for deleting 41.5 acres of additional clearing; and 2) decrease for deleting 41.5 acres of additional burning. Authorize release of retainage and make final payment for Work Package No. 1 pending receipt of all closeout documents.
- **Work Package No. 3 – Reservoir Cleanup Package.** No adjustment to the GMP is required for this work package. All work is complete and ready for final payment. Authorize the release of retainage and make final payment for Work Package No. 3 pending receipt of all closeout documents.
- **Work Package No. 6 – Barrier and Warning System.** Authorize the following changes to the GMP for: 1) decrease for deleting unused items in purchasing the barrier and warning system materials; 2) decrease for deleting two (2) additional mobilizations for buoy work; 3) decrease for deleting one (1) additional mobilization for boat buster work; 4) decrease for deleting one (1) additional mobilization for debris barrier work; and 4) decrease for deleting CMAR allowance for hardware, signs, buoys. Authorize the release of retainage and make final payment for Work Package No. 6 pending receipt of all closeout documents.
- **Work Package No. 8 – Fencing.** Authorize the following changes to the GMP for: 1) increase for additional woven wire fencing; 2) increase for additional woven wire corner or pull post assemblies; 3) decrease for deleting woven wire sag assemblies; 4) decrease for deleting ditch or swale crossing; 5) decrease for deleting grassing disturbed areas; 5) decrease for deleting additional chain link fencing; 6) decrease for deleting temporary 5-strand barbed wire; 7) decrease for deleting H-braces for temporary 5-strand barbed wire;

8) decrease for deleting the removal of temporary barbed wire; 9) decrease for deleting Owner's Allowance for additional signage. Authorize the release of retainage and make final payment for Work Package No. 8 pending receipt of all closeout documents.

- **Work Package No. 9 – CR 2715 Development (base course and drainage improvements)**. Consent Agenda Item (CAI) No. 20-02-05 requested authorization to release retainage and make final payment for this work package; however, there was some funding from contingency that was authorized but not used. This CAI requests authorization for changes to the GMP for deletion some scope funded by contingency and credit the unused contingency associated with the installation of the CR 2715 Development (base course and drainage improvements) back to the BDL Program.
- **Work Package No. 10 – Materials Testing**. Authorize changes to the Guaranteed Maximum Price (GMP) for deducting scope of the materials testing package. Authorize release of retainage and make final payment for Work Package No. 10 pending receipt of all closeout documents.
- **Work Package No. 12 – Site Security**. Authorize changes to the GMP for deletion of scope associated the providing site security. Authorize the release of retainage and make final payment for Work Package No. 12 pending receipt of all closeout documents.
- **Work Package No. 13 – Survey Equipment**. Authorize changes to the GMP for deletion of work associated the purchase of surveying equipment used at the BDL dam. Authorize the release of retainage and make final payment for Work Package No. 13 pending receipt of all closeout documents.
- Releasing retainage and making final payment for individual work packages no longer involves the Texas Water Development Board (TWDB). While TWDB did review each work package in each GMP to make sure the CMAR followed TWDB's procurement rules, its current practice is to view project completion by project rather than by individual work packages. TWDB has reduced retainage for all BDL projects, and it will authorize final payment after it has inspected the work and received a completed Certificate of Acceptance from NTMWD. Archer Western is requesting NTMWD authorize reducing retainage by 1% leaving 4% retainage for the work packages.
- Archer Western is requesting 150 days of additional contract time for Final Completion for the fabrication and installation of a sonde device stilling well in the Intake Tower. The sonde device measures several water quality parameters, such as dissolved oxygen and temperature at different depths as required by the water rights permit. Final Completion Date per Amendment No. 16 – November 1, 2021; revised Final Completion Date - March 31, 2022.
- The proposed changes to the GMP result in a construction cost **credit of \$812,777.83** for the eight work packages, which results in an **overall credit of \$937,490.46** including the General Conditions, Contingency and Construction Services fees.

To determine the reduction in the GMP for the construction work associated with Work Package Nos. 1, 3, 6, 8, 9, 10, 12, and 13, the tables below summarize the cost of all the Work Packages, General Conditions, CMAR Contingency and CMAR Construction Services Fee (CMAR Fee) established in accordance with the CMAR Agreement.

Scope of Work Description—Bois d’Arc Lake Dam and Intake Structure	
Description	Lump Sum Amount
Work Package (WP) No. 1 - Dam Footprint Clearing. Delete 41.5 acres of additional clearing and 41.5 acres of additional burning (decrease)	\$ (131,486.11)
Work Package (WP) No. 3 – Reservoir Cleanup Package (No change)	\$0.00
WP No. 6 - Barrier and Warning System. Delete unused items and additional mobilizations and CMAR allowance items (decrease)	\$ (53,764.52)
WP No. 8 - Fencing. Increase woven wire fencing and corner post assemblies. Delete woven wire sag assemblies, ditch or swale crossings, grassing disturbed areas, additional chain link fencing, temporary 5-strand barbed wire installation and removal, H-braces for temporary 5-strand barbed wire and Owner’s Allowance for additional signage. (decrease)	\$ (46,093.05)
WP No. 9 - CR 2715 Development. Delete scope not needed for the installation of the CR 2715 Subgrade and Drainage. (decrease)	\$ (53,183.76)
WP No. 10 - Materials Testing. Delete scope not needed from the materials testing package. (decrease)	\$ (236,204.38)
WP No. 12- (decrease)	(96,192.82)
WP No. 13- Survey Equipment. (decrease)	\$ (195,853.19)
Total Estimated Construction Cost (decrease)	\$ (812,777.83)
General Conditions (@ 6.8% of the subcontract costs, self-performed work, materials, equipment costs and allowances) (decrease)	\$ (55,268.89)
Total Cost of Work (decrease)	\$(868,046.72)

CMAR Fees – Bois d’Arc Lake Dam and Intake Structure	
Description	Lump Sum Cost
Contingency (@ 3% of Total Cost of Work) (decrease)	\$ (26,041.40)
CMAR Construction Services Fee (@ 5% of Total Cost of Work)	\$ (43,402.34)
Total CMAR Fees	\$ (69,443.74)
Amendment No. 17 (Change Order No. 5) (Sum of Total Cost of Work and CMAR Fees) – Decreased Amount	\$(937,490.46)

The following table provides the status of CMAR 1 construction costs as related to the estimated contract cost included in the \$1.6 billion program estimate. As can be seen from the last two lines in the table, the current contract amount \$217,545,502.27 for CMAR 1 through Amendment No. 14, including this Final GMP is \$16,383,060.27 (8.14%) greater than the estimated contract amount included in the \$1.6 billion program estimate \$201,162,442.00.

TOTAL MAXIMUM CONTRACT PRICE SUMMARY		
The total maximum contract price includes a summary of all construction costs, which is the sum of all construction work (including materials), applicable pre-negotiated preconstruction and procurement services fee, general conditions, contingency, and CMAR construction services fee.		
CMAR 1 Contract Price Summary Description	Status	Lump Sum Cost
Preconstruction Services Fee	Board Approved	\$990,467.00
Amendment No. 1- Additional Preconstruction Services for Dam and Intake Structure	Board Approved	\$142,000.00
Amendment No. 2- Preconstruction services for Impoundment Clearing and Leonard Terminal Reservoir	Board Approved	\$406,239.00
Amendment No. 3 Contract Modifications	No Additional Funding Requested	\$0.00
Amendment No. 4 Procurement Services for Dam, Intake Structure and Leonard Terminal Reservoir (Increase)	Board Approved	\$517,207.00
Amendment No. 5 Partial GMP for Fannin County Road (CR) 2715 Improvements	Board Approved	\$2,806,130.36
Amendment No. 6 Partial GMP for Dam Site Clearing	Board Approved	\$1,216,437.43
Amendment No. 7 Modify provisions in the Agreement and General Conditions to comply with Texas Water Development Board (TWDB) requirements	No Additional Funding Requested	\$0.00
Amendment No. 8 GMP (Dam, Intake Tower and Reservoir Clearing) less previously authorized Partial GMPs (includes work packages 1 and 9) and preconstruction services credit (unused services)	Board Approved	\$166,106,551.35
Amendment No. 9 Advance to CMAR the lump sum of the anticipated General Conditions to cover costs associated with CMAR's initial project mobilization, procuring payment and performance bonds (the Mobilization Advance of \$2,952,060.45)	No Additional Funding Requested	\$0.00
Amendment No.10 (Change Order No.1 for Dam, Intake Tower and Reservoir Clearing)-Additional Clearing due to recently acquired lands now available for clearing, remove work that will be addressed by the mitigation full service provider and remobilization cost necessary to remobilize the clearing subcontractor once the remaining lands are acquired	Board Approved	\$1,991,209.08

TOTAL MAXIMUM CONTRACT PRICE SUMMARY (continued)		
The total maximum contract price includes a summary of all construction costs, which is the sum of all construction work (including materials), applicable pre-negotiated preconstruction and procurement services fee, general conditions, contingency, and CMAR construction services fee.		
CMAR 1 Contract Price Summary Description	Status	Lump Sum Cost
Amendment No. 11 (Change Order No. 2)- Removal of Deleted Work from CMAR's Work resulting in a net reduction to the total estimated Cost of Work on the Dam and Reservoir Clearing Project	Board Approved	\$(93,630.25)
Amendment No.12 – Change Order No. 3 for a 58- day time extension due for the September 21, 2018 flood event	Board Approved	\$0.00
Amendment No. 13 – Partial GMP for construction work of the Leonard WTP Terminal Storage Reservoir	Board Approved	\$44,687,897.67
Amendment No.14 – Change Order No. 4	Board Approved	\$(287,515.91)
Amendment No. 15 – Permanent Impoundment	Board Approved	\$0.00
Amendment No. 16 – Additional Contract Time	Board Approved	\$0.00
Amendment No. 17	Current Request	\$(937,490.46)
CMAR 1 FINAL GMP FOR THE ENTIRE CMAR 1 PROJECT SCOPE		\$215,611,700.40
CMAR 1 Final Maximum Contract Price - Includes all Preconstruction and Procurement Fees		\$217,545,502.27
CMAR 1 Estimated Contract Price Included in the \$1.6B Program Summary		\$201,162,442.00

FUNDING

FUND(S): Funding in the amount of (\$937,490.46) is to be credited back to the Regional Water System SWIFT Construction Funds.

NORTH TEXAS MUNICIPAL WATER DISTRICT

FEBRUARY 2023

CONSENT AGENDA ITEM NO. 23-02-04

REGIONAL WATER SYSTEM
NORTH SYSTEM EXCHANGE PARKWAY GROUND STORAGE
PROJECT NO. 101-0385-15

RESOLUTION NO. 23-03

PROPERTY CONVEYANCE TO CITY OF ALLEN

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 Allen ("Allen") near the North System Exchange Parkway Ground Storage Tank site.

PURPOSE (*Why*)

NTMWD declared approximately 2 acres of land surplus to the needs of NTMWD at the North System Exchange Parkway Ground Storage Tank site. Allen requested to buy a 1.25 acre portion of the acreage at fair market value. The District obtained an appraisal of the property. As part of the transaction, Allen will replat the property to create the lot for its acquisition as well as the remainder lot. The remainder lot will be sold through the public bidding process.

RECOMMENDATION

The Executive Director and NTMWD staff recommend the Board of Directors adopt Resolution No. 23-03, *"A Resolution for Fee Simple Conveyance of Property to City of Allen at the North System Exchange Parkway Ground Storage Tank site, Project 101-0385-15."*

Acquiring

Party: City of Allen

Scope: Execution of a special warranty deed and transaction documents

Project: 101-0385-15

Strategic Objective: 3.3: Durable Strategic Partnerships

This was an item on the January 26, 2023, 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 checked="" type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

PROJECT PURPOSE

- The purpose of this item is to authorize the Executive Director to convey property in fee simple to City of Allen (Allen).
- In July 2019 NTMWD declared a 2-acre tract of land at Exchange Parkway North System Ground Storage Tank site to be surplus to the needs of the District via Resolution 19-34.
- NTMWD offered Allen the opportunity to acquire all or a portion of the 2-acre tract.
- Allen requested to acquire approximately 1.25 acres, with 1.0 acres being usable for development.
- As part of the transaction, Allen will replat the 2-acre surplus tract into a 1.25-acre tract and a 0.75-acre tract.
- NTMWD has facilities within approximately 0.25 acres of Allen's proposed 1.25-acre lot that the District wished to exclude from the area to be developed leaving 1 acre of land for development.
- Allen will acquire the approximately 1.25 acres at the appraised value of the usable 1.000 acres.
- NTMWD will retain the 0.75-acre lot and will attempt to sell it through the public bidding process.

FUNDING

FUND(S): Proceeds from the sale are planned to be used for the payment of outstanding Regional Water System Bonds.

NORTH TEXAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 23-03

A RESOLUTION FOR FEE SIMPLE CONVEYANCE OF PROPERTY TO CITY OF ALLEN AT THE NORTH SYSTEM EXCHANGE PARKWAY GROUND STORAGE TANK SITE, PROJECT 301-0385-15

WHEREAS, in July 2019 NTMWD declared a 2-acre tract of land at Exchange Parkway North System Ground Storage Tank site to be surplus to the needs of NTMWD, Resolution 19-34; and

WHEREAS, the City of Allen has requested to purchase 1.0 net usable acres, or 1.25 gross acres, of the 2 acre tract from the District; and,

WHEREAS, the 1.25 acres shown in Exhibit "A" is not required for operation of the District's Ground Storage Tank Facility; and,

WHEREAS, the City of Allen, Texas. is willing to pay market value based upon an appraisal obtained by the District; and,

WHEREAS, the District has authority to sell this surplus property to another political subdivision of the State of Texas.

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 the 1.25 acre, shown on Exhibit "A" NTMWD property in the form of a fee simple conveyance to The City of Allen, Texas.
2. It is the recommendation of the Executive Director and NTMWD staff that the Board authorize conveyance of approximately 1.25 acres shown on Exhibit "A" in fee simple for the appraised value.
3. The Executive Director is authorized to execute the deed and any and all transaction documents necessary to convey the 1.25 acres to the City of Allen, Texas.
4. The Executive Director will attempt to sell the remaining 0.75 acre lot through public bidding.

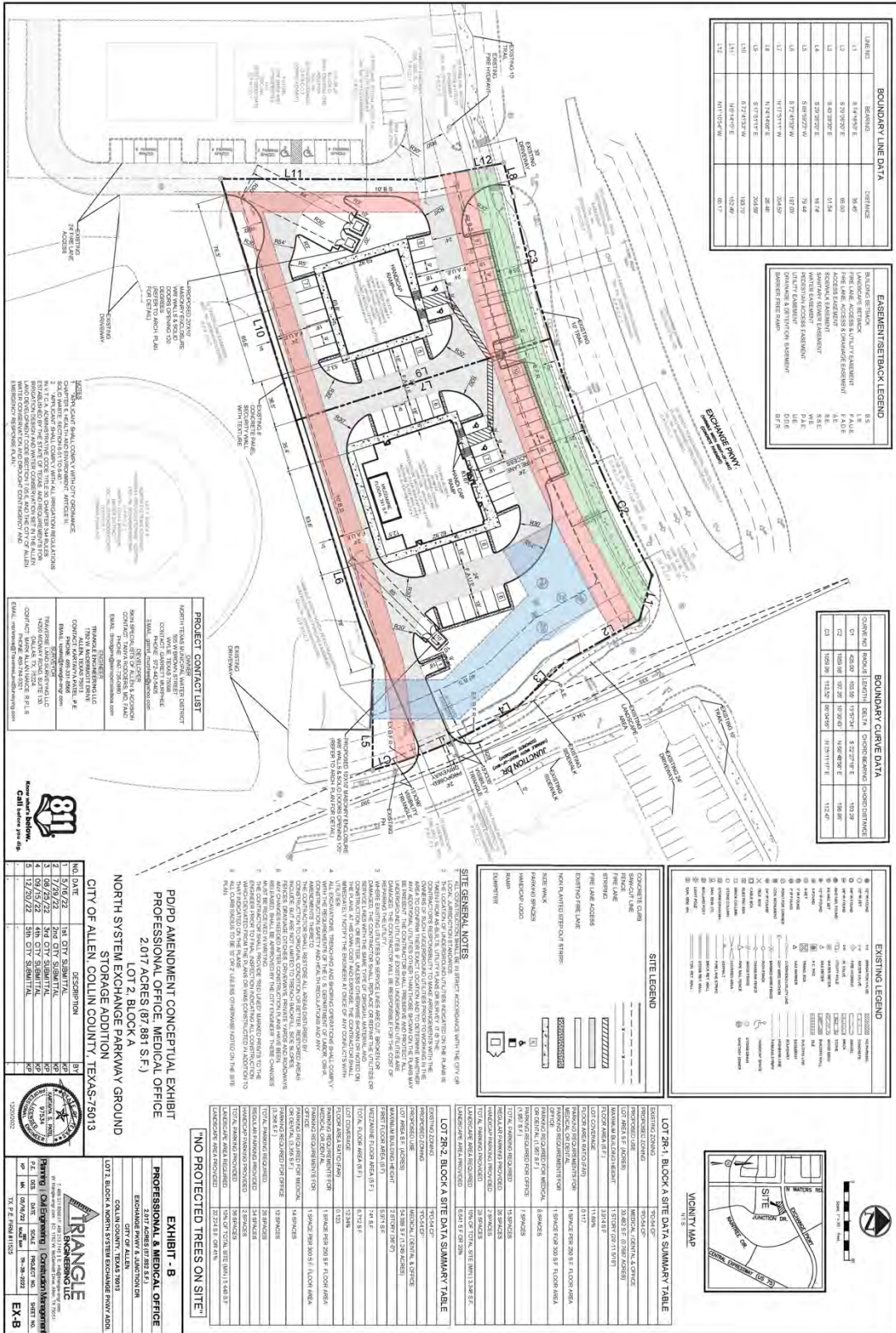
THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON FEBRUARY 23, 2023, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.

GEORGE CRUMP, Secretary

JACK MAY, President

(SEAL)

EXHIBIT "A" CONCEPT PLAN OF THE PROPERTY



NORTH TEXAS MUNICIPAL WATER DISTRICT

FEBRUARY 2023

CONSENT AGENDA ITEM NO. 23-02-05

UPPER EAST FORK INTERCEPTOR SYSTEM CONVEYANCE OF PROPERTY AT THE NORTH MCKINNEY TRANSFER LIFT STATION IN THE FORM OF PERMANENT EASEMENT TO ONCOR ELECTRIC PROJECT 501-0513-18

RESOLUTION NO. 23-04

ACTION *(What)*

Adopt a resolution to authorize the Executive Director to execute a permanent easement with Oncor Electric Delivery Company, LLC (Oncor).

PURPOSE *(Why)*

Oncor must install facilities in order for the North McKinney Transfer Lift Station to receive power.

RECOMMENDATION

The Executive Director and NTMWD staff recommend the Board of Directors adopt Resolution No. 23-04, "A Resolution for Conveyance of Property in the form of a Permanent Easement to Oncor Electric Delivery Company, LLC, at the North McKinney Transfer Lift Station, Project 501-0513-18."

Acquiring

Party: Oncor Electric Delivery Company, LLC

Scope: Execution of a permanent easement

Project: 501-0513-18, North McKinney Transfer Lift Station

Strategic

Objective:

This was an item on the January 25, 2023, Real Estate Committee agenda.

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

- The purpose of this consent agenda item is to authorize the Executive Director to execute a permanent easement with ONCOR.
 - ONCOR needs this easement in order to provide power to North McKinney Transfer LS.
 - The permanent easement is written for electric supply and communication facilities.
 - Approximately 0.064 acres of Permanent easement are needed.
 - The easement is attached.
-

FUNDING

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

NORTH TEXAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 23-04

A RESOLUTION FOR CONVEYANCE OF PROPERTY IN THE FORM OF A PERMANENT EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, AT THE NORTH MCKINNEY TRANSFER LIFT STATION, PROJECT NO. 501-0513-18

WHEREAS, North McKinney Transfer Lift Station will receive electricity delivered through Oncor Electric Delivery Company, LLC (ONCOR) facilities; and,

WHEREAS, ONCOR must install transmission lines across a portion of the North McKinney Transfer Lift Station property; and,

WHEREAS, it is necessary to convey a permanent easement required for the installation, operation, and maintenance of ONCOR transmission lines.

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

1. There is a public need for and that the public welfare and convenience are to be served by the conveyance of NTMWD property to Oncor Electric Delivery Corporation, LLC.
2. It is the recommendation of the Executive Director and NTMWD staff that the Board authorize conveyance of approximately 0.064 acres of permanent easement located at the North McKinney Transfer Lift Station.
3. The Executive Director is authorized to execute the easement with Oncor Electric Delivery Corporation, LLC.

THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON FEBRUARY 23, 2023, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.

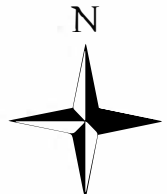
GEORGE CRUMP, Secretary

JACK MAY, President

(SEAL)



**North McKinney Transfer Lift Station
Oncor Easement
Project No. 501-0513-18
Consent Agenda Item No. 23-02-05**



PT #: _____
District: MCK
WO #: 20382781
ER #: _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS
COUNTY OF **COLLIN**

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That, **North Texas Municipal Water District**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of poles, guys, anchors, wires and cables, supporting structures, surface mounted equipment, transformers, switchgears, auto-transformers, conduits, manholes, vaults, and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2023.

GRANTOR:

North Texas Municipal Water District

By: _____
Jennafer P. Covington,
Executive Director Authorized by Board of Directors Action

STATE OF TEXAS §
 §
COUNTY OF **COLLIN** §

BEFORE ME, the undersigned authority, on this day personally appeared **Jennafer P. Covington**, as the **Executive Director Authorized by Board of Directors Action of North Texas Municipal Water District**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
this _____ day of _____, A. D. 2023.

Notary Public in and for the State of Texas

NORTH TEXAS MUNICIPAL WATER DISTRICT

FEBRUARY 2023

CONSENT AGENDA ITEM NO. 23-02-06

REQUEST TO DECLARE CERTAIN NTMWD PROPERTY SALVAGE OR SURPLUS AND AUTHORIZATION TO ENTER INTO A CONTRACT TO FACILITATE THE AUCTION SALE OF SUCH ASSETS

ACTION (*What*)

Declare certain NTMWD property salvage or surplus and authorize the Executive Director to enter into a contract to facilitate the auction sale of such assets.

PURPOSE (*Why*)

Each asset listed below has been replaced with a new unit or determined to be of no further beneficial use to NTMWD. Any items not sold at the auction will be disposed of as scrap.

RECOMMENDATION

The Executive Director and NTMWD staff recommend the Board of Directors declare the assets listed below as salvage or surplus, and authorize the Executive Director to enter into a contract with René Bates Auctioneers, Inc., for the auction sale of such assets as follows:

Vendor: René Bates Auctioneers, Inc. (BuyBoard Contract 620-20)

Scope: Auction NTMWD Property Declared Salvage or Surplus

Project: N/A

Amount: 7.5% of Sale Value

Strategic Objective: 1.3 Proactive Asset & Maintenance Management

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 type="checkbox"/> Administrative |
| <input type="checkbox"/> Policy | <input type="checkbox"/> Other _____ |

BACKGROUND

PURPOSE OF ACTION

- All actions taken on the disposition of these assets are in accordance with past NTMWD practices, state law, and the NTMWD Personnel Policies Manual and Board Policies Manual.

Vehicles

Dept.	Asset Number	Description	Serial Number	Mileage
301-5080	0409	2006 DODGE 2500	3D7KS26C66G206451	169,717
401-5530	0440	2007 FORD FUSION	3FAHP07117R183552	73,607
307-5000	0568	2008 FORD F150	1FTRF12238KD08967	174,851
100-5713	0594	2008 FORD F150	1FTRF12W79KB35975	111,308
301-5080	0603	2009 FORD F150	1FTRF12W59KB57540	198,189
100-5773	0616	2009 FORD ¾ T ECONOLINE	1FTNE24WX9DA41842	103,017
401-5530	0609	2010 FORD FUSION	3FAHP0HG9AR105613	86,841
101-5338	0643	2010 FORD F150	1FTMF1CW5AKB36507	128,810
100-5723	0646	2010 FORD F150	1FTMF1CW3AKB36506	104,695
100-5713	0697	2011 FORD F150	1FTMF1EM0BKD23084	159,600
100-5723	0700	2011 FORD F150	1FTMF1CM8BKD23076	128,000
100-5723	0702	2011 FORD F150	1FTMF1CM1BKD23078	126,710
301-5090	0725	2012 FORD F150	1FTMF1CMXCKD45226	142,404
310-5000	0726	2012 FORD F150	1FTMF1CM8CKD45225	124,588
100-5723	0728	2012 FORD F150	1FTMF1CM9CKD45220	199,975
100-5722	0743	2012 DODGE 2500	3C6TD5HT7CG189198	113,375
100-5713	0757	2012 FORD F150	1FTMF1EM4CKD50144	171,087
101-5334	0761	2012 FORD F150	1FTMF1EM1CKD50148	228,224
401-5523	0782	2013 FORD F250 CR4X4	1FT7W2BT3DEA62176	91,437
100-5753	0786	2013 FORD F150	1FTMF1CMXDKE24400	164,160
100-5722	0790	2013 FORD F150	1FTFX1CF5DKE18821	179,394
601-5000	0804	2013 FORD F150 SUPER	1FTFX1CF3DKE18817	204,641
501-5000	0864	2015 FORD F350 4X4 CREW CAB	1FD8W3DT2FEA60389	155,877
100-5722	0907	2015 CHEVROLET 1500	1GCVKPEH1FZ378176	185,128
100-5722	0914	2015 CHEVROLET 1500	1GCVKPEH0FZ379433	212,910
501-5000	0916	2015 CHEVROLET 1500	1GCVKPEH8FZ378661	168,827
401-5530	0896	2015 TOYOTA PRIUS	JTDKN3DU2F1940618	15,280
401-5530	0897	2015 TOYOTA PRIUS	JTDKN3DU9F1939594	22,020
401-5530	0898	2015 TOYOTA PRUIS	JTDKN3DU0F1940665	61,127
100-5713	0977	2016 CHEVROLET 1500	1GCVKNEH8GZ217698	82,996

Trailers

Dept.	Asset Number	Description	Serial Number	Mileage
100-5722	0110	1987 NABORS TRANS TRAILER	1NT207436H10X0186	N/A
100-5722	0031	1998 TRAIL KING TRAILER	1TKC02528WM043742	N/A
401-5523	0070	1999 CM CARGO TRAILER	49TCB1016X1042896	N/A
100-5722	0459	2002 KEARNEY FLATBED TRAILER	1K9JF202221056090	N/A
100-5722	0264	2003 TEMP-TRAIL FLATBED TRAILER	F201039267	N/A
100-5722	0462	2005 MAXE TRAIL PRESSWASHER	5GXSL12275M004512	N/A
301-5180	0479	2005 GALBREATH ROLL-OFF TRAILER	1G9F127276A157625	N/A
100-5722	0465	2006 KEARNEY UTILITY TRAILER	5LCJF101761007206	N/A

Heavy Equipment

Dept.	Asset Number	Description	Serial Number	Hours
401-5523	0324	2002 VOLVO G740	33943	14,610
401-5523	0526	2002 CAT D9R CRAWLER TRACTOR	ABK00682	40,068
401-5523	0521	2004 CAT 836G COMPACTOR	BRL00498	26,700

Heavy Tractor Trucks

Dept.	Asset Number	Description	Serial Number	Mileage
301-5100	0416	2006 STERLING L9500	2FWJAZCGX6AV69255	341,540
401-5523	0638	2010 WESTERN STAR 4900	5KJALCKXAPAR5794	488,071
301-5100	0711	2012 KENWORTH T800 TRUCK TRACTOR	1XKDD40X3CJ297939	324,392
401-5511	0823	2014 KENWORTH T800 TRUCK TRACTOR	1XKDD40X6EJ407191	426,804
401-5512	0825	2014 KENWORTH T800 TRUCK TRACTOR	1XKDD40XXEJ407193	467,917
401-5511	0826	2014 KENWORTH T800 TRUCK TRACTOR	1XKDD40X1EJ407194	362,153

Light Equipment

Dept.	Asset Number	Description	Serial Number	Hours
601-5000	0149	1994 FORD 1715 TRACTOR	M4211RR09	1,727
401-5523	0222	1995 GORMAN PORTABLE PUMP	1057330	11,025
401-5523	0223	1995 GORMAN RUPP GORMAN RUPP	1061522	10,250
100-5722	0458	2004 KUBOTA FRONT LOADER, BUSH HOG	32567,22116,1229365	4,083
100-5722	1076	2016 HUSTLER MOWER	16067429	813
401-5523	1249	2017 GENERAC RDO1523ADAE	3001570688	6,254
401-5523	1252	2017 GENERAC RDO1523ADAE	3001566978	3,323

ATV

Dept.	Asset Number	Description	Serial Number	Mileage
100-5723	0475	2003 POLARIS 6X6 RANGER	4XARF50A52D157957	526
301-5080	0775	2012 CUSHMAN 1200X	2827786	N/A
301-5080	0776	2012 CUSHMAN 1200X	2827787	N/A
301-5180	0831	2013 CUSHMAN 1200X	3046983	N/A
301-5180	0867	2015 POLARIS RANGER R15RUE87AM	3NSRUE872FG881457	3,667(H), 13,646(M)
301-5080	1171	2018 YAMAHA 2X2 ADVENTURE SPORT	J0D-0102581	763(H), 1,077(M)
301-5080	1223	2018 YAMAHA 2X2 ADVENTURE SPORT	J0D-106733	676

Miscellaneous

Dept.	Lot Number	Description	Serial Number
100-5723	1	LOT OF REDWOOD BOARDS USED IN WATER TREATMENT PROCESS	N/A
401-5523	2	LOT OF ORANGE BUOYS	N/A
401-5523	3	2006 EAGLE/EXCEL RADIAL STACKER (0527-0811)	30356,30357, SN01034
401-5530	4	MISC. SHOP SUPPLIES/EQUIPMENT	N/A
501-5000	5	MISC. PUMPS/MOTORS	N/A
401-5523	6	30 YD OPEN TOP CONTAINER	N/A
401-5523	7	30 YD OPEN TOP CONTAINER	N/A
401-5523	8	30 YD OPEN TOP CONTAINER	N/A

N/A – Not Available

NORTH TEXAS MUNICIPAL WATER DISTRICT

FEBRUARY 2023

CONSENT AGENDA ITEM NO. 23-02-07

REGIONAL SOLID WASTE SYSTEM
FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY
OF MELISSA, TEXAS AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT REGARDING
STIFF CREEK SEWER CAPITAL IMPROVEMENTS

RESOLUTION NO. 23-05

ACTION (*What*)

Adopt a resolution to authorize the Executive Director to execute the First Amendment to the Interlocal Cooperation Agreement (ILA) between the City of Melissa (City) and the North Texas Municipal Water District (NTMWD).

PURPOSE (*Why*)

In May 2016 the Board of Directors approved Administrative Memorandum 4664 authorizing the Executive Director to execute the above-referenced ILA. The First Amendment clarifies the language in Section 6 of the ILA defining the calculation of the gallons of water discharged into the Stiff Creek sewer line by the 121 Regional Disposal Facility (121 RDF).

RECOMMENDATION

The Executive Director, NTMWD staff, and Lloyd Gosselink, Rochelle & Townsend, P.C. recommend the Board of Directors authorize the Executive Director to:

- 1) Authorize the Executive Director to execute the First Amendment to the ILA with the City of Melissa
- 2) Adopt Resolution No. 23-05, *“A Resolution Authorizing the Executive Director to Execute the First Amendment to Interlocal Cooperation Agreement between the City of Melissa, Texas and the North Texas Municipal Water District Regarding Stiff Creek Sewer Capital Improvements.”*

Contracting Party: City of Melissa

Scope: Approval of First Amendment to the ILA with the City of Melissa

Project: Stiff Creek Sewer Capital Improvements

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 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

- The purpose of this consent agenda item is to authorize the Executive Director to approve the First Amendment to the Stiff Creek Capital Improvements Interlocal Cooperation Agreement.
- The city of Melissa requested to modify Section 6 of the existing ILA to clarify the definition of the Discharge Report which is used to calculate the monthly sewage invoice.
- No changes to the flow tracking and invoicing methodology will occur. The current process regarding tracking sewage flows from 121 RDF buildings wasn't explicitly captured in the original ILA and now will be.
- A copy of the First Amendment is attached.

FUNDING

FUND(S): No funding is requested.

NORTH TEXAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 23-05

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MELISSA, TEXAS AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT REGARDING STIFF CREEK SEWER CAPITAL IMPROVEMENTS

WHEREAS, the original Stiff Creek Sewer Capital Improvements agreement amongst other things, establishes the rates that North Texas Municipal Water District (NTMWD) is required to pay for certain sewer services provided to the 121 Regional Disposal Facility (121 RDF); and,

WHEREAS, while the parties desire to clarify certain terms of the Original Agreement; and,

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

1. The first amendment to the Interlocal Cooperation Agreement regarding the Stiff Creek Sewer Capital Improvements is in the public's interest.
2. The amendment is budget neutral for the 121 RDF.
3. The Executive Director is authorized to execute the First Amendment to the Interlocal Agreement with the City of Melissa.

THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON FEBRUARY 23, 2023, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.

GEORGE CRUMP, Secretary

JACK MAY, President

(SEAL)

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MELISSA, TEXAS
AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT
REGARDING STIFF CREEK SEWER CAPITAL IMPROVEMENTS**

This FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT (“First Amendment”) is made and entered into by and between the CITY OF MELISSA, 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 are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, City and NTMWD entered into that certain Interlocal Cooperation Agreement dated May 31, 2016 regarding the Stiff Creek Sewer Capital Improvements Project (the “Original Agreement” and together with this First Amendment, the “Agreement”), which is incorporated herein by reference for all purposes; and

WHEREAS, under the Original Agreement, the parties agreed, among other things, to establish the rates that NTMWD is required to pay for certain sewer services provided to the Landfill¹ by City; and

WHEREAS, the parties desire to clarify certain terms of the Original Agreement as set forth in this First Amendment and to otherwise agree as set forth herein; and

WHEREAS, although the modifications to the Original Agreement approved in this First Amendment are written as if contemplated at the time the Original Agreement was executed, the changes are only intended to take effect on and after the First Amendment Effective Date and shall not be retroactive.

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this First Amendment are true and correct, are incorporated into the body of this First Amendment and are adopted as findings of City and NTMWD.
2. Amendment to Original Agreement, Second Recital (“Discharge” Definition). The Second Recital of the Original Agreement is replaced in its entirety to read as follows:

“WHEREAS, NTMWD owns and operates the 121 Regional Disposal Facility (the “Landfill”), which generates leachate and condensate, which is removed from the Landfill by truck for disposal, and sewage, which is disposed of in septic systems at the Landfill (leachate and condensate collectively referred to herein as “Discharge”); and”

¹ Capitalized terms not defined in this First Amendment shall have the meanings ascribed to them in the Original Agreement.

3. Amendment to Original Agreement, Section 6 (NTMWD's Sewer Rate). Section 6 of the Original Agreement is replaced in its entirety to read as follows:

“6. **NTMWD's Sewer Rate**. In addition, after NTMWD has tied the Landfill into the Project, the rate for sewer service that NTMWD shall pay to City is established as a percentage of City's standard sewer rate, as that rate may be adjusted from time to time, set forth in Exhibit C attached hereto and incorporated herein for all purposes. Specifically, within three (3) days of tying in to the Project, NTMWD shall notify City in writing (the “Tie-In Date”). Beginning on the Tie-In Date, and each month thereafter, NTMWD shall meter the amount of Discharge (leachate and condensate) discharged to the Project during each month, and shall report the number of gallons of such Discharge discharged during the prior month to City (the “Discharge Report”). City shall invoice NTMWD within thirty-one (31) days of receiving the Discharge Report an amount equal to the amount of water delivered from City to the Landfill (in gallons) through the four (4) water meters located along State Highway 121 plus the amount of Discharge (leachate and condensate, in gallons) reported in the most recent Discharge Report, together multiplied by City's standard sewer rate (in dollars per gallon), multiplied by the Sewer Rate Adjustment for the year shown on Exhibit C. The year shown in Exhibit C shall be determined based on the Tie-In Date (by way of example, if the Tie-In Date is May 1, 2017, Year 1 shall begin on May 1, 2017 and end on April 30, 2018). NTMWD shall pay the amount due within thirty (30) days of receiving the invoice.”

4. Ratification. NTMWD and City hereby ratify and confirm all the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this First Amendment.
5. Controlling Agreement. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provisions contained in the Original Agreement.
6. Entire Agreement/First Amendment. This First Amendment and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This First Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
7. Authority to Execute. The individuals executing this First Amendment on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this First Amendment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this First Amendment in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this First Amendment and that each individual affixing his or her

signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

- 8. Counterparts. This First Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this First Amendment and caused this First Amendment to be effective when all the parties have signed it. The date this First Amendment 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 First Amendment (“First Amendment Effective Date”).

CITY OF MELISSA, TEXAS,
a home-rule municipality

By: _____
Jason Little, City Manager

Date: _____

Attested to by:

Hope Cory, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Jason Little, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Melissa, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

Notary Public, State of Texas
My Commission Expires: _____

NORTH TEXAS MUNICIPAL WATER DISTRICT
a political subdivision of the State of Texas

By: _____
Name: Jennafer P. Covington
Title: Executive Director/General Manager
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Jennafer P. 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 duly authorized representative of the NORTH TEXAS MUNICIPAL WATER DISTRICT, a political subdivision of the State of Texas, and that she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2023.

Notary Public, State of Texas
My Commission Expires: _____

NORTH TEXAS MUNICIPAL WATER DISTRICT

FEBRUARY 2023

ADMINISTRATIVE MEMORANDUM NO. 5887

AUTHORIZATION OF EXECUTION OF POTABLE WATER SUPPLY CONTRACT WITH WYLIE NORTHEAST SPECIAL UTILITY DISTRICT

ACTION (*What*)

Authorize execution of a Potable Water Supply Contract with Wylie Northeast Special Utility District (SUD), a current customer of NTMWD.

PURPOSE (*Why*)

NTMWD and Wylie Northeast SUD wish to restate and enter into a new Potable Water Supply Contract. The customer has achieved the sixth-year annual minimum amount established for their Point of Delivery No. 2.

RECOMMENDATION

The Executive Director, NTMWD staff and Lloyd, Gosselink, Rochelle & Townsend, P. C., recommend the Board of Directors authorize execution of a potable water supply contract with the Wylie Northeast SUD.

Contracting

Party: Wylie Northeast Special Utility District

Purpose: Potable Water Supply Contract

Contract

Term: 20 years

Strategic Objective: 3.2 Engaged Members, Customers and Stakeholders

This item is on the February 22, 2023, Water 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 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

PURPOSE

- NTMWD and Wylie Northeast SUD previously entered into the Potable Water Supply Contract dated July 26, 2018.
- Wylie Northeast SUD has achieved the sixth year minimum established for their Point of Delivery No. 2.

COMPONENTS OF THE CONTRACT WITH WYLIE NORTHEAST SUD

- Contract term of 20 years.
- Point of Delivery No. 1: is located at 745 Parker Road, Wylie, Texas on the NTMWD twenty-inch (20") Wylie-McKinney Pipeline.
- Point of Delivery No. 2: located at 2800 Aztec Trail, Wylie, Texas on the NTMWD ninety-six-inch (96") Allen/Plano/Frisco/McKinney Pipeline.
- Will provide new methodology for calculating annual minimums.
- An annual maximum of 485,000,000 gallons per year.
- Cost of potable water is set at the current water rate established for customer entities by the Board of Directors.
- Any water delivered in excess of the annual minimum will also be purchased at the water rate established by the Board of Directors.
- If Wylie Northeast SUD exceeds the maximum rate of delivery of 2.2 times the daily average Wylie Northeast SUD shall pay three times the customer entity water rate for such quantity. There is a provision for emergency conditions extending up to 48 hours during which NTMWD may, at its sole discretion, waive the additional cost.
- NTMWD, in its sole discretion and at any time, may deliver water to Wylie Northeast SUD at a delivery rate greater than 2.2 times the daily average for the purpose of (i) minimizing or managing energy costs (4CP); or (ii) managing hydraulic constraints in NTMWD's system. If NTMWD exercises either of these options, Wylie Northeast SUD shall only pay the contract water rate for water received.
- If NTMWD does not have infrastructure installed with the capability of limiting the delivery rate of water to 2.2 times the daily average, or such infrastructure is currently inoperable, Wylie Northeast SUD shall pay the contract water rate for water received from NTMWD.
- A provision that allows NTMWD to charge three times the water rate for such quantity of water used by the customer that is above the authorized amount or authorized rate of delivery as allowed by NTMWD's Water Conservation and Drought Contingency Plan, as such plan may be amended from time to time.

Wylie Northeast SUD plans to approve the contract amendment at their March 2023 Board meeting. A copy of the proposed contract is attached.

**NORTH TEXAS MUNICIPAL WATER DISTRICT
WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
AMENDED AND RESTATED POTABLE WATER SUPPLY CONTRACT**

THE STATE OF TEXAS §
 §
THE COUNTY OF COLLIN §

THIS CONTRACT (the “Contract”) made and entered into as of this the _____ day of _____, 2023, by and between the North Texas Municipal Water District, hereinafter called “NTMWD,” a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, and the Wylie Northeast Special Utility District, hereinafter called “Customer,” a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, and Chapter 65 of the Texas Water Code. NTMWD and Customer are each referred to herein as “party” and jointly referred to as “parties” in this Contract.

W I T N E S S E T H :

WHEREAS, NTMWD and Customer are authorized to enter into this Contract pursuant to Chapter 62, Acts of the 52nd Legislature, 1951 (Article 8280-141, Vernon’s Texas Civil Statutes), Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”) and other applicable laws;

WHEREAS, Customer and NTMWD previously entered into that certain Amended and Restated Potable Water Supply Contract dated July 26, 2018, (the “Previous Contract”);

WHEREAS, Customer has achieved the sixth year annual minimum amount for Point of Delivery No. 2 per the previous contract;

WHEREAS, Customer and NTMWD desire to amend and completely restate the terms of the Previous Contract, and supersede and replace the Previous Contract in its entirety, as provided herein, and the Previous Contract shall have no further force and effect;

WHEREAS, Customer desires to obtain an adequate and dependable water supply from NTMWD;

WHEREAS, NTMWD was created, among other things, to serve the water needs of its Member Cities, as defined below;

WHEREAS, Customer acknowledges and understands that this Contract establishes a maximum amount of potable water that NTMWD is required to deliver to Customer;

WHEREAS, Customer agrees to construct and operate adequate water distribution, storage and pump station facilities so that the maximum delivery rate of water will not exceed, at any time, 2.2 times the Highest Historical Average, as such term is defined herein;

WHEREAS, Customer acknowledges and understands that NTMWD determines the rates to be paid by Member Cities and Customer and that rates for Customer will not be the same as and are higher than the rates for Member Cities; and

WHEREAS, Customer is not compelled to purchase water from NTMWD and is voluntarily entering into this Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD agrees to furnish water, and Customer agrees to pay for water, upon the terms and conditions and for the consideration hereinafter set forth, to wit:

Section 1. DEFINITION OF TERMS. The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

- (a) “Annual Minimum” means the minimum amount of potable water Customer must compensate NTMWD for during the Annual Payment Period, and each year thereafter, regardless of whether Customer actually takes such quantity of water. The Annual Minimum shall be adjusted annually after the first Annual Payment Period as provided in Section 8;
- (b) “Annual Maximum” means the maximum amount of potable water that NTMWD agrees to sell and deliver to Customer during any Water Year under this Contract;
- (c) “Annual Payment” means the amount of money to be paid to NTMWD by Customer during each Annual Payment Period;
- (d) “Annual Payment Period” means NTMWD’s fiscal year, which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve (12) consecutive month period fixed by NTMWD;
- (e) “Contract Date” means the effective date of this Contract as executed by both parties, which is the day and year first above written;
- (f) “Customer” means Wylie Northeast Special Utility District as defined in the preamble to this Contract;
- (g) “Customer Entity” or “Customer Entities” means any customer other than the Member Cities with which NTMWD contracts with to furnish water;
- (h) “Emergency Condition” means a condition that necessitates an expeditious delivery of water to prevent or combat imminent peril to the public health, safety, or welfare;
- (i) “Highest Historical Average” means the higher of 1,318,109 gallons per day or 1/365 of the highest annual amount of potable water delivered to the Customer at Point(s) of Delivery in a Water Year during the term of this Contract, but never to exceed 1/365 of the Annual Maximum. Fifty percent (50%) of the Highest Historical Average is allocated to Point of Delivery No. 1 and fifty percent (50%) of the Highest Historical Average is allocated to Point of Delivery No. 2, as such points are defined in Section 5. In NTMWD’s sole discretion, NTMWD may adjust these Point(s) of Delivery percent allocations, as needed, based upon System operation and/or a Customer request for adjustment without requiring an amendment or modification to this Contract.
- (j) “Member City” or “Member Cities” means the Cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, Wylie, and any other city that may hereafter legally be annexed into the service area of NTMWD in accordance with Tex. Rev. Civ. Stat. Art. 8280-141;

- (k) “NTMWD” means the North Texas Municipal Water District as defined in the preamble to this Contract;
- (l) “Point(s) of Delivery” means the meter vault(s) at which water service is delivered by NTMWD to Customer at the locations specified in Section 5, all facilities upstream of which shall be the sole responsibility of NTMWD, and all facilities downstream of which shall be the sole responsibility of the Customer except as otherwise provided herein by this Contract;
- (m) “Regional Contract” means the “North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract,” dated August 1, 1988, as amended, together with all similar contracts between NTMWD and contracting parties;
- (n) “System” means, collectively, the existing system and the future improvements and water of NTMWD included as part of the System under the Regional Contract for projects, water storage, treatment, transmission and supply, including all dams, reservoirs, and other properties or interests therein wherever located. Said terms do not include any of NTMWD’s facilities that provide wastewater treatment or disposal services, or solid waste disposal services, of any kind. Said terms do not include any facilities acquired or constructed by NTMWD with the proceeds from the issuance of “Special Facilities Bonds,” which are payable from any source, contract, or revenues whatsoever, other than revenues from the System; and,
- (o) “Water Year” means the period of August 1 of each calendar year through July 31 of the next following calendar year, or such other twelve (12) month period designated by NTMWD to all Member Cities and Customer Entities.

Section 2. DELIVERY OF WATER. NTMWD agrees to sell and to deliver potable water under this Contract to Customer at its Point(s) of Delivery as described in Section 5 hereof, and Customer agrees to take at its Point(s) of Delivery all water required for use by Customer during the term of this Contract, including all potable water for Customer’s own use and for distribution to all customers served by Customer’s water distribution system, or within Customer’s existing certificated retail service area regulated by the Public Utility Commission of Texas (“PUCT”), or any successor agency. It is specifically provided, however, that after the Contract Date, Customer shall be required to enter into a new potable water supply contract with NTMWD to replace and supersede this Contract in its entirety prior to the Customer entering into, renewing, or amending with regard to volume of water to be supplied, any agreement to provide wholesale or retail potable water for use outside its boundaries, its extraterritorial jurisdiction, or its certificated retail service area. Customer shall not become a party to any contract for the sale of potable water that would violate or be inconsistent with the provisions of this Contract. NTMWD will use its best efforts to furnish and remain in a position to furnish potable water sufficient for all reasonable potable water requirements of Customer, but its obligation shall be limited to the amount of potable water available to it from the System during routine operation.

The Annual Maximum that NTMWD agrees to sell and deliver to Customer under this Contract at the Point(s) of Delivery shall be 485,000,000 gallons per year. If Customer exceeds the Annual Maximum for the Point(s) of Delivery during any Water Year, within sixty (60) days of such exceedance Customer agrees to commence negotiations with NTMWD for the execution of a new or an amended or restated contract.

Except as provided in Section 8(j), the maximum rate of delivery supplied to the Customer at the Point(s) of Delivery shall not exceed 2.2 times the Highest Historical Average, which is consistent with the capabilities and abilities of NTMWD facilities, and it is understood that NTMWD may from time to time adjust the maximum rate of delivery.

Section 3. OTHER CONTRACTS. NTMWD reserves the right to supply potable water from the System to additional parties as determined by the Board of Directors of NTMWD.

Section 4. QUALITY. The water to be delivered by NTMWD and received by Customer shall be potable water. Customer has satisfied itself that such water will be suitable for its needs, but NTMWD is obligated to treat such water so as to meet the standards of all State and Federal agencies having jurisdiction over water quality. NTMWD and Customer shall cooperate, each within its legal powers, in preventing, to the extent practicable, the pollution and contamination of the reservoirs and watersheds from which water is obtained.

Section 5. POINT(S) OF DELIVERY. A description and the location of the Point(s) of Delivery for the Customer are as follows:

Point of Delivery No. 1: located at 745 Parker Road, Wylie, Texas, on the NTMWD twenty-inch (20") Wylie/McKinney pipeline.

Point of Delivery No. 2: located at 2800 Aztec Trail, Wylie, Texas on the NTMWD ninety-six-inch (96") Allen/Frisco/McKinney Pipeline.

Exhibits A1 and A2 attached hereto identify the location of the Point(s) of Delivery. The parties agree that if the Wylie-McKinney Pipeline or the Allen/Frisco/McKinney Pipeline is abandoned or relocated either at the request of the Customer, or for any other reason, the Customer shall pay all costs associated with the construction of a new Point(s) of Delivery or connection to a different pipeline at the discretion of NTMWD, including any and all costs associated with furnishing the site of the new Point(s) of Delivery as described in this section. NTMWD, in its sole discretion, may pay the costs associated with the construction of a new Point of Delivery.

Customer agrees to furnish the site at the Point(s) of Delivery and to construct and operate adequate water distribution, storage, and pump station facilities so that the maximum rate of delivery will not exceed 2.2 times the Highest Historical Average. Customer shall design and construct a separate vault for the Point(s) of Delivery. The vault will include the billing meter, control valve, and appropriate SCADA equipment. Customer shall also provide one level transmitter for the ground storage tank for NTMWD use and shall provide a separate air gap for the Point(s) of Delivery at the ground storage tank. At the request of the Customer, or upon NTMWD's own determination, NTMWD may install isolation valves associated with the Point(s) of Delivery. NTMWD may require Customer to bear all costs associated with such installation.

Customer shall provide to NTMWD all plans for the design, construction, and installation of any facilities and equipment required to receive and take all potable water delivered to it under this Contract and Customer shall not proceed with any construction or installation without NTMWD's prior written approval of such plans, which approval shall not be unreasonably withheld. Further, NTMWD shall have the right to inspect any and all facilities and equipment to ensure compliance with the NTMWD approved plans. Customer shall also perform and coordinate with NTMWD regarding any and all construction activities that involve the System. Customer shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all potable water delivered to it under this Contract. Regardless of NTMWD's approval of any Customer plans for the design, construction, and installation of any facilities and equipment required to receive and take all potable water delivered to it under this Contract, Customer is solely responsible for the sufficiency of design to receive volume(s) of water established pursuant to this Contract. Any construction from NTMWD's pipeline through the air gap must meet NTMWD standard specifications. Any change in the Point(s) of Delivery, including but not limited to a change in the type or size of meters, or size of tap, shall only be allowed if the Customer enters into a new or an amended and restated contract in accordance with Section 10, MODIFICATION. In NTMWD's sole discretion, NTMWD may waive the requirement for a new or an amended and restated contract for a change in the Point(s) of Delivery and allow such change through an amendment to this Contract.

Section 6. MEASURING EQUIPMENT. Customer shall furnish, and install at its own expense at, or near, the Point(s) of Delivery the necessary rate of flow equipment, of a standard type approved by NTMWD, for measuring properly in both low and high flow periods the quantity of potable water delivered under this Contract and such billing meter and other equipment so installed shall become the property of NTMWD. In its sole discretion, NTMWD may furnish, install and/or replace at its own expense at, or near, the Point(s) of Delivery the necessary rate of flow equipment for measuring properly in both low and high flow periods the quantity of potable water delivered under this Contract and such billing meter and other equipment so installed shall remain the property of NTMWD. Customer shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be accomplished only by the employees or agents of NTMWD. For the purpose of this Contract, the original record or reading of the meter shall be the journal or other record book, including, but not limited to electronic databases, maintained by NTMWD in its office in which the records of the employees or agents of NTMWD who take the reading may be transcribed. Upon written request of Customer, NTMWD will provide a copy of such journal or record book, or permit it to have access to the same in the office of NTMWD during reasonable business hours.

Not more than once in any six (6) month time period, NTMWD shall test its billing meter if requested in writing by Customer to do so, in the presence of a representative of Customer, and the parties shall jointly observe any adjustments that are made to the billing meter in case any adjustments shall be necessary. If upon any test, the percentage of inaccuracy of any billing meter equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any billing meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such billing meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the billing meter or meters were registering accurately.

Customer may, at its option and its own expense, install and operate a check meter downstream of the Point(s) of Delivery to check each billing meter installed by NTMWD, but the measurement of water for the purpose of this Contract shall be solely by NTMWD's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of NTMWD.

Section 7. UNIT OF MEASUREMENT. The unit of measurement for potable water delivered under this Contract shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

Section 8. PRICE AND TERMS. The service to be performed under this Contract by NTMWD consists of the readiness of NTMWD to deliver to Customer upon its demand, water in accordance with the conditions, limitations and provisions of this Contract.

In return for such service, Customer agrees to compensate NTMWD by payment of certain minimum annual sums of money, for each of which said sums NTMWD agrees, if required by Customer, to deliver all, or so much thereof as Customer may desire, of a certain corresponding volume of water, as follows:

(a) Customer will compensate NTMWD at the current water rate established for Customer Entities by the Board of Directors of NTMWD ("Water Rate"), as such Water Rate may be changed from time to time, for an Annual Minimum of 481,110,000 gallons of water (a daily average of 1,318,109 gallons per day), regardless of

whether said quantity is actually taken by Customer, and any water delivered in excess of the amount allowed for the Annual Minimum will also be purchased at the Water Rate. The Board of Directors of NTMWD shall have exclusive authority to establish the Water Rate. The Annual Minimum Customer will be required to purchase at the above Water Rate, or such other Water Rate as may be from time to time determined by NTMWD, shall be calculated annually for each ensuing year and such minimum amount shall not be less than the value as calculated by using the same methodology as applied to the Member Cities or 481,110,000 gallons, whichever is greater; provided however, Customer cannot take more than 485,000,000 gallons per year as provided in Section 2 of this Contract, and Customer shall pay the Water Rate for any water taken in excess of 485,000,000 gallons per year.

(b) If potable water must be rationed, such rationing shall, within the limits permitted by law, be accomplished by NTMWD on an equal basis of the relative actual total amount of all potable water taken by each Customer Entity, respectively, during the last preceding Annual Payment Period in which rationing among said Customer Entities was not necessary.

(c) The Annual Minimum as set forth in Section 8 hereof shall be reviewed at the end of the first Annual Payment Period, and each year thereafter, and shall be re-determined by the Board of Directors of NTMWD at that time.

(d) Payment of the minimum annual service charge listed above shall be made each year by Customer to NTMWD in twelve (12) equal monthly installments, each of which shall be due and payable on or before the 10th day of the month following the service.

(e) It is further agreed that, in addition to the amounts required to be paid by Customer herein, if during any Water Year Customer uses System treated water in excess of the Annual Minimum for the Annual Payment Period that commenced during such Water Year up to the Annual Maximum allowed in Section 8(a) or in excess of the Annual Maximum allowed in Section 8(a), then Customer shall pay for excess water in accordance with the provisions of Section 8(a). Excess water charges shall be billed by NTMWD to Customer as soon as practicable after the end of such Water Year and shall be paid to NTMWD as soon as practicable thereafter, and in all events prior to the beginning of the next Annual Payment Period.

(f) Liability for making payments, as herein set forth, shall commence on the date of the first tender of delivery of water to Customer by NTMWD at the Point(s) of Delivery.

(g) In the event that Customer shall fail to make any such monthly payment or annual payment within the time herein in this section specified, interest on such amount shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with the interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, NTMWD may at its option discontinue delivery of water to Customer until the amount due NTMWD is paid in full with interest as herein specified.

(h) If Customer takes an amount of water above the authorized amount or authorized rate of delivery allowed by NTMWD's water conservation plan and drought contingency plan, as may be amended from time to time, NTMWD may require the Customer to pay three (3) times the Water Rate for water taken in excess of the authorized amount or authorized rate of delivery under either plan.

(i) Any time Customer exceeds the maximum rate of delivery of 2.2 times the Highest Historical Average determined by the NTMWD, Customer shall pay three (3) times the Water Rate for such water.

(j) In the event of an Emergency Condition, as that term is defined herein, NTMWD may, in its sole discretion, waive this increased rate in Section 8(i) for exceedance of the maximum rate of delivery of 2.2 times the Highest Historical Average. This waiver shall apply for a 48-hour period, after which such waiver shall terminate.

In its sole discretion, NTMWD may extend the waiver for additional 48-hour periods, if NTMWD determines that an extension of the waiver is warranted.

NTMWD, at its sole discretion and at any time, may deliver water to Customer at a delivery rate greater than 2.2 times the Highest Historical Average for the purpose of (i) minimizing or managing energy costs (e.g. 4 Coincident Peak (4CP), minimizing pump starts and/or stops, etc.); or (ii) managing hydraulic constraints in the System. In the event NTMWD exercises either of these options, Customer shall pay only the Water Rate for water received. Additionally, if NTMWD does not have infrastructure installed with the capability of limiting the delivery rate of water to 2.2 times the Highest Historical Average, or such infrastructure is inoperable, Customer shall pay the Water Rate for water received from NTMWD.

(k) Customer shall have the right to challenge any change in the Water Rate in violation of this Contract before the PUCT, or any successor agency having jurisdiction over same. If Customer initiates or participates in any proceeding regarding the Water Rate and NTMWD's policies under this Contract and advocates a position that is adverse to NTMWD, and NTMWD prevails, Customer shall reimburse NTMWD for its reasonable expenses, including attorneys' fees in the proceeding, within thirty (30) days after NTMWD's demand for payment.

Section 9. TERM OF CONTRACT. This Contract shall commence on the Contract Date and shall continue for a term of twenty (20) years following the Contract Date.

Section 10. MODIFICATION. This Contract may be changed or modified only by written agreement of the parties and only after having obtained approval from the governing bodies of both NTMWD and Customer. No change or modification shall be made to this Contract which will affect adversely the prompt payment when due of all monies required to be paid by Customer under the terms of this Contract.

Section 11. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Customer to make the payments required under Section 8 of this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics (including pandemics), landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 12. INSURANCE. NTMWD agrees to carry and arrange for fire, casualty, public liability, and/or other insurance, including self-insurance for purposes and in amounts which, as determined by NTMWD, ordinarily would be carried by a privately-owned utility company owning and operating such facilities, except that NTMWD shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of NTMWD's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute just and reasonable operation and maintenance expense. The insurance coverage referenced herein does not extend to any facility owned by Customer.

Section 13. REGULATORY BODIES AND LAWS. This Contract is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal

governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction.

Section 14. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the party to be notified and sent via first-class mail and by certified mail/return-receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manners hereinabove described shall be deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to NTMWD, to:

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

If to Customer, to:

Wylie Northeast SUD
c/o General Manager
P.O. Box 1029
Wylie, Texas 75098

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other parties hereto.

Section 15. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 16. VENUE. All amounts due under this Contract including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Collin County, Texas, which is the County in which the principal administrative offices of NTMWD are located. It is specifically agreed among the parties to this Contract that Collin County, Texas, is a principal place of performance of this Contract.

Section 17. OPERATING CONDITIONS AND PROVISIONS.

(a) Operation and Maintenance of System. NTMWD will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.

(b) Title to Water; Indemnification. NTMWD shall retain title to all water supplied to Customer up to the Point(s) of Delivery, at which point title to such water shall pass to Customer. NTMWD and Customer shall save and hold each other harmless from all claims, demands, and causes of action that may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party. As between the parties, Customer shall have the first right to use all effluent produced from any wastewater treatment plant that treats the wastewater resulting from the use of the water made available under this Contract for direct reuse, but solely for its own purposes, and not for sale to, or use by, any customer of the Customer. To the extent that effluent produced by a wastewater treatment plant that treats the wastewater resulting from the use of water made available under this Contract is discharged to water courses of the State, the right of Customer to reuse such effluent produced from such wastewater treatment is terminated, and NTMWD shall have the right, as between the parties, pursuant to any necessary authorization of the State, to indirectly reuse said effluent. Customer shall ensure via any wholesale contract with a subsequent customer, entered into after the Contract Date, to maintain NTMWD's right to indirectly reuse treated effluent, the underlying source of which is water from NTMWD made available under this Contract.

(c) Operating Expenses of Customer. Customer represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary operating expenses of its system and that all such payments will be made from the revenues of its system. Customer represents and has determined that the potable water supply to be obtained from the System is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of potable water. Accordingly, all payments required by this Contract to be made by Customer shall constitute reasonable and necessary operating expenses of its respective system as described above, with the effect that the obligation to make such payments from revenues of such system shall have priority over any obligation to make any payments from such revenues (whether of principal, interest, or otherwise) with respect to all bonds or other obligations heretofore or hereafter issued by Customer.

(d) Customer's Rate for Waterworks System. Customer agrees throughout the term of this Contract to continuously operate and maintain its waterworks system, and to fix and collect such rates and charges for water services to be supplied by its waterworks system as aforesaid as will produce revenues in an amount equal to at least (i) all of its payments under this Contract and (ii) all other amounts required to be paid from said revenues by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding and to file appropriate financial reports related to the Customer's system including annual audits.

(e) Equity. Customer acknowledges that it will accrue no equity or any other interest in the System or any other assets of NTMWD as a result of payment or other performance pursuant to this Contract.

Section 18. WATER CONSERVATION. Customer agrees to adopt, implement, and enforce any and all ordinances and policies related to water conservation and drought management as required by the Texas Water Code, rules of the TCEQ and/or as may be adopted by the Board of Directors of NTMWD. NTMWD's obligations pursuant to this Contract shall be subject to Customer preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by NTMWD and required or approved by the TCEQ, the Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Contract, Customer shall submit its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval, and Customer agrees to amend its water conservation plan or water conservation measures, and drought contingency plan as requested by NTMWD in order to comply with requirements of NTMWD's water conservation plan and drought contingency plan, program and/or

rules. Customer shall also submit any changes or amendments to its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval.

NTMWD has adopted a water conservation plan and a drought contingency plan, and may amend both from time to time. If Customer fails to implement NTMWD's and its own drought contingency plan when trigger conditions occur, NTMWD may implement rationing and collect the rate for water withdrawn as provided in Section 8(h) of this Contract, as well as enforce any contractual, statutory, or common law remedies available. The amount of water that is provided pursuant to this Contract when Customer is not in compliance with NTMWD's water conservation plan and drought contingency plan will be reduced to the amount estimated as necessary to satisfy Customer's demand if Customer was operating in compliance with both NTMWD's and Customer's drought contingency plans.

If NTMWD authorizes Customer to resell water from the System pursuant to the conditions included herein, Customer shall require through a contract condition that any successive user(s) of water from the System must implement water conservation measures that comply with NTMWD's and Customer's water conservation plans, measures, programs, and/or rules.

Section 19. DEMAND ASSESSMENT. The location of the delivery point(s) and any quantity set forth in this Contract are intended to meet the water needs of Customer. The needs of Customer are independently determined by Customer, and NTMWD has conducted no independent evaluation of the Customer's water system.

Section 20. SOLE AGREEMENT. This Contract constitutes the sole and only agreement of Customer and NTMWD and supersedes any prior understanding or oral or written agreements between Customer and NTMWD with respect to the subject matter of this Contract.

Section 21. NO THIRD PARTY BENEFICIARIES. This Contract shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Contract. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and NTMWD shall not be construed to be responsible for Customer's contracts or commitments by virtue of this Contract or any provision contained herein.

Section 22. WAIVER. Failure to enforce or the waiver of any provision of the Contract or any breach or nonperformance by the Customer or NTMWD shall not be deemed a waiver by the Customer or NTMWD of the right in the future to demand strict compliance and performance of any provision of this Contract. No officer or agent of Customer or NTMWD is authorized to waive any provision of the Contract.

Section 23. DISPUTES OTHER THAN RATE OR FEE DISPUTES; ABATEMENT. In accordance with the provisions of Subchapter I, Chapter 271, Texas Local Government Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Contract, the parties will first attempt to resolve the dispute as provided as follows:

(a) The dissatisfied party shall deliver a written notice substantially describing the nature of the dispute to the other party, requesting the other party to deliver a written response within ten (10) business days after receipt of the notice of dispute;

(b) If the response does not, in the opinion of the dissatisfied party, reasonably resolve the dispute, the dissatisfied party shall notify the other party in writing. Each party shall then appoint a person having authority over the activities of the respective parties who shall promptly meet, in person or via a virtual meeting, in an effort to resolve the dispute; and

(c) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person or via a virtual meeting, in an effort to resolve the dispute.

Any lawsuit filed prior to performing these steps shall be abated pending completion of this dispute resolution process. This section shall not apply to any disputes regarding rates or fees NTMWD charges Customer. The provisions of this section are a condition precedent to the filing of any other action or complaint with any regulatory authority, governing body, or state or federal court.

Section 24. RATE OR FEE DISPUTES. Customer agrees that, as a condition precedent to instituting any lawsuit or other proceeding arising from a rate or fee dispute (including any other charges NTMWD may assess) under this Contract, Customer shall first attempt to resolve the dispute as provided as follows:

(a) Customer shall deliver a written notice substantially describing the nature of and reasons for the dispute to NTMWD;

(b) NTMWD shall respond to the dispute notification in writing within ten (10) business days after receipt of the notice of dispute;

The provisions of this section are a condition precedent to the filing of any other action or complaint with any regulatory authority, governing body, or state or federal court.

Section 25. TERMINATION AND MATERIAL BREACH. Any material breach of the duties or obligations of this Contract, or failure to faithfully keep and perform any of the terms, conditions and provision hereof shall be subject to the remedies provided in Section 26, including but not limited to termination. The non-breaching party shall provide the breaching party ninety (90) days written notice of its intention to terminate this Contract if the breaching party fails to cure the material breach. The written notice shall include a reasonable description of the breach. If the Customer is the breaching party, and fails or refuses to cure the breach, then NTMWD shall have the right, with five (5) years advance written additional notice to Customer and without any liability whatsoever on the part of NTMWD, to declare the Contract terminated. In the event of termination of this Contract, all rights, powers, and privileges of Customer pursuant to this Contract shall cease and terminate and Customer shall make no claim of any kind whatsoever against NTMWD, its agents or representatives, by reason of such termination or any act incident thereto. In any event, the non-breaching party shall advise the alleged breaching party in writing immediately upon acceptance of the cure of any default. The following shall, without limitation, be considered to be a material breach:

(a) Customer's failure to adopt and enforce policies or standards necessary to enforce any applicable NTMWD policies, contractual requirements, or any applicable state or federal laws or regulations;

(b) Customer's failure to pay any bill, charge or fee as provided for in this Contract;

(c) Customer's failure to provide NTMWD ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility; and

(d) NTMWD's failure to timely provide water to Customer in an amount sufficient to serve existing customers of the Customer, up to the Annual Maximum set forth in Sections 2 and 8.

Section 26. REMEDIES. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies, including termination as provided in Section 25, existing at law or in equity may be availed of by any party hereto and shall be cumulative.

Section 27. INDEMNITY. BY SIGNING THIS CONTRACT, CUSTOMER AGREES, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, THAT IT RELINQUISHES AND DISCHARGES, AND WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS NTMWD AND NTMWD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS AND OF EVERY KIND AND CHARACTER WHATSOEVER (INCLUDING BUT NOT LIMITED TO ALL COSTS OF DEFENSE, SUCH AS FEES AND CHARGES OF ATTORNEYS, EXPERT WITNESSES, AND OTHER PROFESSIONALS INCURRED BY NTMWD AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR INCIDENT TO, DIRECTLY OR INDIRECTLY, THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, ANY SUCH CLAIM FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE, OR ECONOMIC LOSS AND ANY CLAIM THAT MAY ARISE IN CONNECTION WITH THE QUALITY, QUANTITY, USE, MISUSE, IMPOUNDMENT, DIVERSION, TRANSPORTATION, AND MEASUREMENT OF WATER AND ANY CLAIM THAT MAY ARISE AS A RESULT OF INSTALLATION, INSPECTION, ADJUSTING, OR TESTING OF MEASURING AND RECORDING EQUIPMENT INVOLVING NTMWD DELIVERY OF WATER TO CUSTOMER, AS WELL AS ANY CLAIM THAT MAY ARISE FROM ANY CONDITION OF CUSTOMER'S FACILITIES, SEPARATE OPERATIONS BEING CONDUCTED ON CUSTOMER'S FACILITIES, OR THE IMPERFECTION OR DEFECTIVE CONDITION, WHETHER LATENT OR PATENT, OF ANY WATER, MATERIAL OR EQUIPMENT SOLD, SUPPLIED, OR FURNISHED BY NTMWD. THIS AGREEMENT BY CUSTOMER TO INDEMNIFY AND HOLD HARMLESS EXPRESSLY EXCLUDES ANY CLAIMS, LOSSES, EXPENSES, COSTS DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS AND LIABILITY IN TORT, OR ANY OTHER BASIS, ARISING SOLELY FROM ANY NEGLIGENT ACT OR OMISSION OF NTMWD, ITS EMPLOYEES, AGENTS OR CONTRACTORS.

PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.

Section 28. ASSIGNMENT. Customer shall not assign this Contract or any of its rights hereunder without first obtaining the express prior written consent of NTMWD.

Section 29. RECITALS AND EXHIBITS INCORPORATED. The recitals contained in the preamble hereof and the exhibit(s) hereto are hereby found to be true, and such recitals and exhibit(s) are hereby made a part of this Contract for all purposes.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Contract Date.

signatures on following pages

EXHIBIT A1
Location of Point of Delivery No. 1



Exhibit A1
Existing Wylie Northeast S.U.D. Delivery Point No. 1



EXHIBIT A2
Location of Point of Delivery No. 2

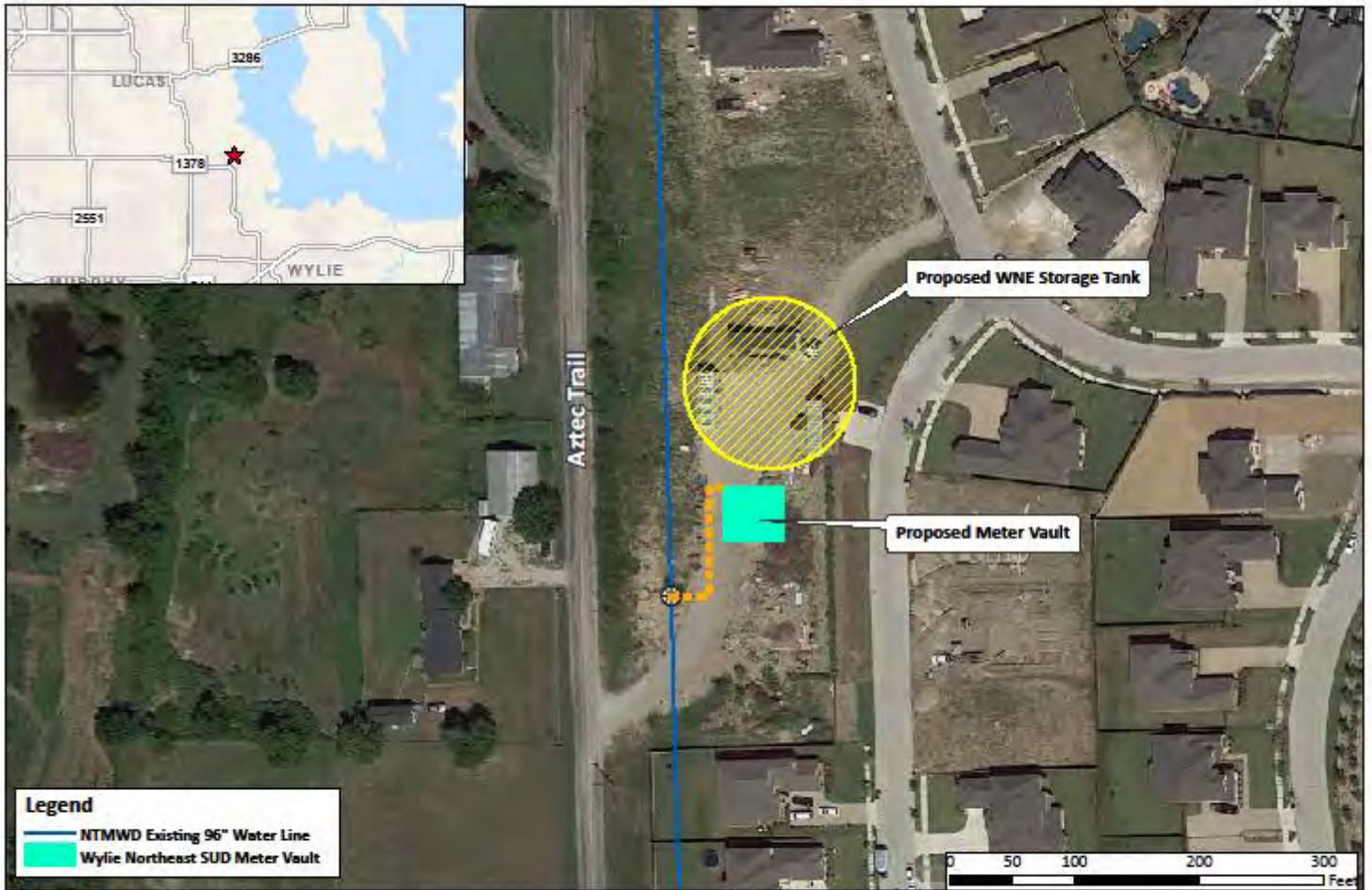


Exhibit A2
Wylie Northeast S.U.D Point of delivery No. 2



NORTH TEXAS MUNICIPAL WATER DISTRICT

FEBRUARY 2023

ADMINISTRATIVE MEMORANDUM NO. 5888

BUFFALO CREEK INTERCEPTOR SYSTEM
BUFFALO CREEK PARALLEL INTERCEPTOR, PHASE I
PROJECT NO. 507-0484-17

CHANGE ORDER NO. 8

ACTION *(What)*

Authorize funding for Change Order No. 8 with Mountain Cascade of Texas, LLC for additional vents and odor control systems on the Buffalo Creek Parallel Interceptor, Phase I project.

PURPOSE *(Why)*

Additional vents and odor control improvements are needed to meet the Texas Commission on Environmental Quality (TCEQ) review comments.

RECOMMENDATION

The Executive Director, NTMWD staff and Huitt-Zollars, Inc. recommend the Board of Directors authorize a construction change order as follows:

Contractor: Mountain Cascade of Texas, LLC

Scope: Construction, Change Order No. 8

Project: No. 507-0484-17, Buffalo Creek Parallel Interceptor, Phase I

Amount: \$0

Strategic
Objective: 1.2 Successfully Deliver Capital Program
1.4 Reliable and Resilient System

This item is on the February 22, 2023, Wastewater Committee meeting agenda.

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

- Increase conveyance capacity to meet the immediate and projected 2040 projected flow conditions due to population growth in the cities of Forney, Heath, and Rockwall as recommended by the Buffalo Creek Interceptor System, Forney Interceptor System, Lower East Fork Interceptor System, and Mustang Creek Interceptor System Capacity Assessment by Burgess and Niple in 2017.
- Provide a new gravity interceptor to parallel the existing Buffalo Creek Interceptor from the Buffalo Creek Wastewater Treatment Plant (WWTP) to Manhole No. 3015 north of Farm-to-Market Road (F.M.) 740, with interconnections to the existing interceptor.
- Provide for the rehabilitation of manholes located along the existing Gravity Sewer Section 1 and Gravity Sewer Section 2 interceptors.

PROJECT COMPONENTS

- Construct approximately 43,600 linear feet of wastewater pipe (36-inch to 48-inch diameter) from the Buffalo Creek WWTP to F.M. 740, including bore with encasement at selected locations.
- Construct manholes and odor control equipment as required to meet the anticipated operating conditions of the gravity sewer.
- Rehabilitate manholes along the existing Buffalo Creek Interceptor, from the Buffalo Creek WWTP to the Buffalo Creek Lift Station.

PROPOSED CHANGE ORDER

NTMWD staff had originally requested a total of 7 vents and odor control systems on the project and requested a variance from the TCEQ. That plan was incorporated into the construction documents for bidding. TCEQ subsequently did not accept the variance stating that additional vents and odor control systems are necessary. The change order consists of 40 vent and odor control systems as required and deducts of unused or underused bid items to reduce net cost to zero to avoid encumbering additional funds. The Buffalo Creek Golf Course restoration bid item is not needed since the restoration will be reimbursed under the authorized Real Estate budget.

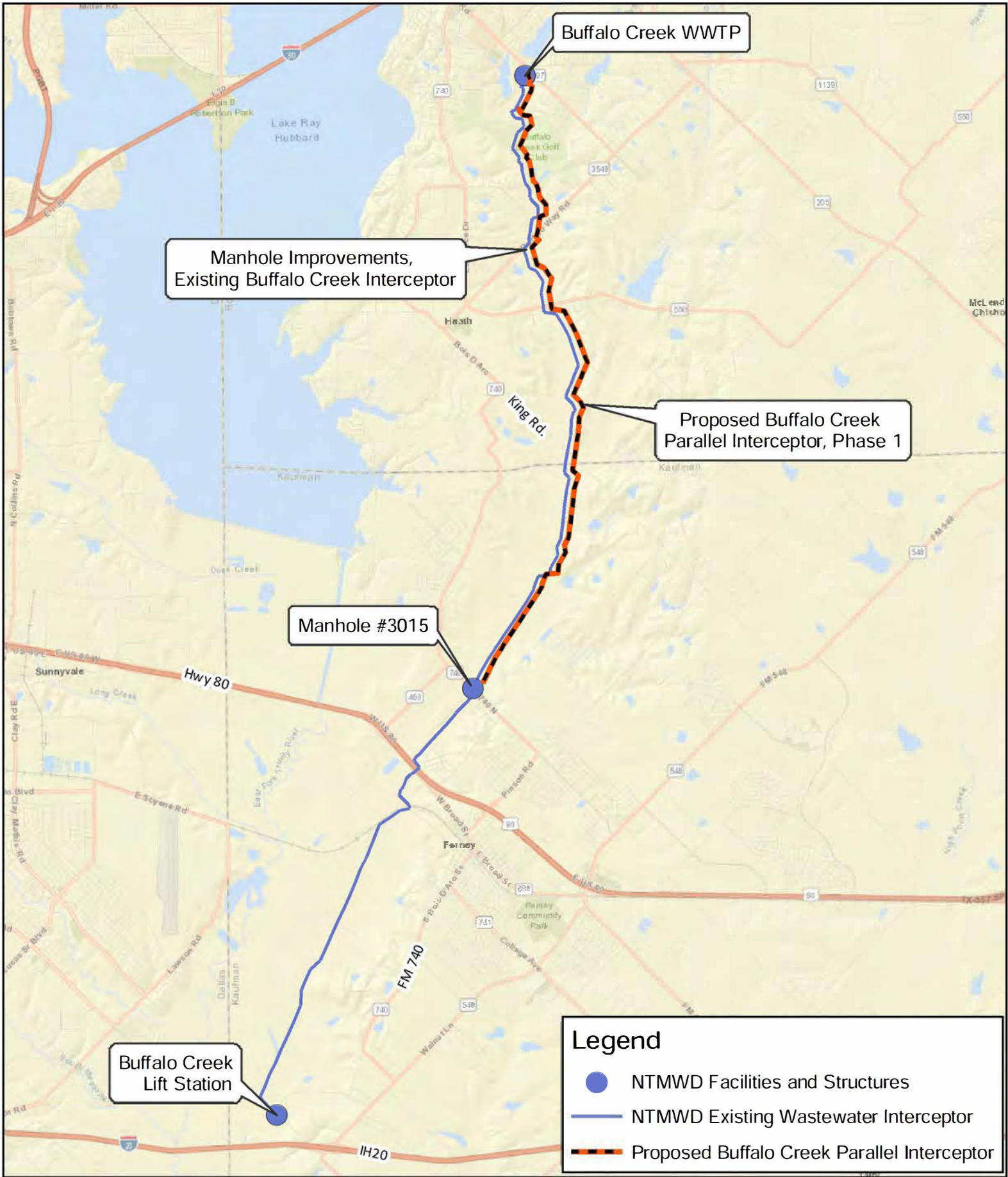
Additional contract time of 240 days is needed for ordering the new materials and installation.

CHANGE ORDER NO. 8

Description	Amount	Days
Original Contract Amount	\$24,630,180.00	610
Prior Change Order(s) Total	\$1,440,924.14	105
Proposed Change Order No. 8		
Additional 33 odor control systems within the floodplain	\$497,266.44	0
Additional 7 odor control system systems improvements outside of the floodplain	\$173,390.56	0
Deduct the 7 original odor control systems from the contract documents that were not accepted by TCEQ; this cost was part of the new manhole Bid Item Nos. 17A, 18A, and 19A-1	(\$74,857.00)	0
Deduct golf course restoration allowance, unused Bid Item No. 37A	(\$500,000.00)	0
Deduct 428 square yards (SY) of all widths pavement/trails, underused Bid Item No. 33A	(\$42,800.00)	0
Deduct 200 cubic yards (CY) of flowable fill, underused Bid Item No. 41A	(\$23,000.00)	0
Deduct 200 cubic yards (CY) of concrete encasement, underused Bid Item No. 42A	(\$30,000.00)	0
Additional Contract Time	\$0.00	240
Proposed Change Order No. 8 Amounts	\$0.00	240
Revised Contract Amounts	\$26,071,104.14	955

FUNDING

FUND(S): No additional funding is requested.



Buffalo Creek Parallel Interceptor, Phase I
Project No. 507-0484-17
Administrative Memorandum No. 5888



NORTH TEXAS MUNICIPAL WATER DISTRICT

FEBRUARY 2023

ADMINISTRATIVE MEMORANDUM NO. 5889

UPPER EAST FORK INTERCEPTOR SYSTEM RELOCATION OF 60-INCH WASTEWATER PIPELINE PROJECT NO. 101-0544-19

CHANGE ORDER NO. 4

ACTION (*What*)

Authorize funding for a construction change order to the Upper East Fork Interceptor System Relocation of 60-inch Wastewater Pipeline project, which is subject to Texas Department of Transportation (TxDOT) reimbursement.

PURPOSE (*Why*)

The purpose of this change order is to: (1) resolve a utility conflict with the existing 60-inch NTMWD interceptors, and (2) additional pavement replacement necessary to facilitate the relocation.

RECOMMENDATION

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

Contractor: McKee Utility Contractors, Inc.

Scope: Construction, Change Order No. 4

Project: No. 101-0544-19, Upper East Fork Interceptor System Relocation of 60-inch Wastewater Pipeline

Amount: \$672,459.72

Strategic Objective: 3.2: Engaged members, customers, and stakeholders

This item is on the February 22, 2023, 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 type="checkbox"/> Operational Efficiency
<input type="checkbox"/> Safety	<input type="checkbox"/> Administrative
<input type="checkbox"/> Policy	<input type="checkbox"/> Other _____

PROJECT PURPOSE

- Relocate a segment of two existing parallel 60-inch wastewater pipelines (60-inch Rowlett Cottonwood Transfer Sewer Parallel and Rowlett Cottonwood Transfer Sewer) by combining flows into a single 84-inch wastewater pipeline to accommodate Texas Department of Transportation (TxDOT) improvements in F.M. 2551.

PROJECT COMPONENTS

- Approximately 4,664 linear feet (LF) of 84-inch Fiberglass Reinforced Plastic (FRP) pipe
- Approximately 102 linear feet of 60-inch FRP pipe
- Associated manholes

PROPOSED CHANGE ORDER

- Additional bypass pumping and piping extending the bypass pumping operation for 2 months. The additional work is necessary to remove approximately 350 linear feet of additional conflicting existing interceptor, provide for 24/7 bypass operation and monitoring, odor controls, additional subsurface utility investigations, and additional embedment.
- Remove and replace a conflicting existing 4-inch AT&T conduit that closely parallels the interceptor improvements.
- Remove and replace approximately 300 square yards (SY) of additional concrete pavement to facilitate the additional work. Payment would be made per Bid item 18, Permanent Concrete Pavement Repair.
- Add 96 calendar days to the contract time.
- This project is subject to TxDOT reimbursement. NTMWD staff has discussed this change order with TxDOT staff. In the interest of meeting TxDOT's let date schedule for bidding F.M. 2551 highway improvements, NTMWD staff is first submitting this change order to the Board for review and approval and will then submit to TxDOT for reimbursement approval.

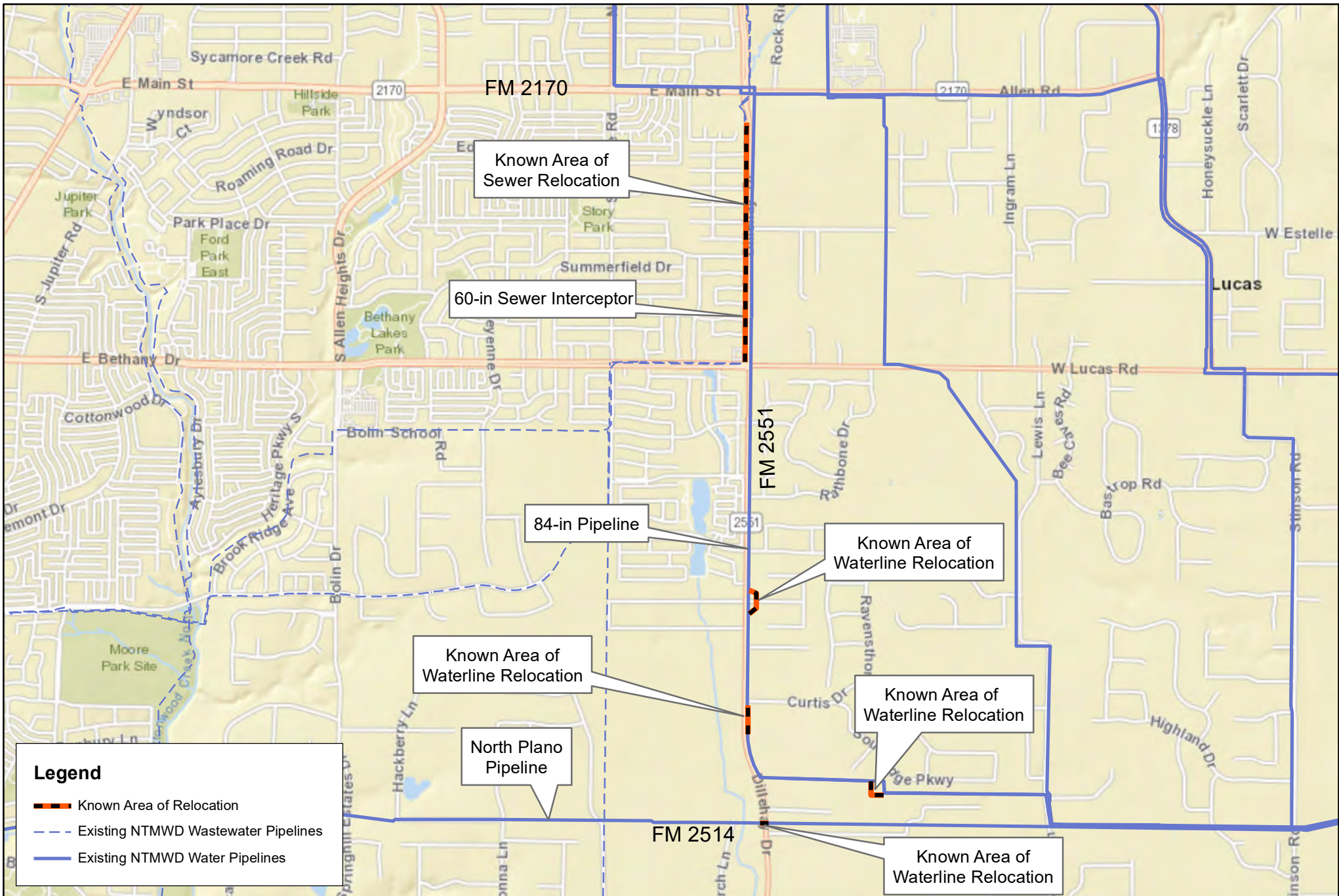
CHANGE ORDER NO. 4

Description	Amount	Days
Original Contract Amount	\$10,695,000.00	420
Prior Change Order(s) Total	\$395,029.15	20
Proposed Change Order No. 4		
Extended bypass pumping operation	\$561,259.72	96
Additional Bid Item 22 - Remove 60-inch diameter sewer	\$35,000.00	0
Additional Bid Item 36 - SUE Level A borings	\$16,800.00	0
AT&T conduit replacement	\$12,000.00	0

Additional Bid Item 18 – Permanent concrete pavement repair	\$47,400.00	0
Proposed Change Order No. 4 Amounts	\$672,459.72	96
Revised Contract Amounts	\$11,762,488.87	536

FUNDING

FUND(S): Project 101-0544-19 includes pipeline relocations for the Regional Water System and Upper East Fork Interceptor System. Change Order No. 4 amounts are assigned to the Upper East Fork Interceptor System only. Funding in the amount of \$672,459.72 to McKee Utility Contractors, Inc. is to be made available utilizing the Upper East Fork Interceptor System Extendable Commercial Paper (ECP) Program as the appropriation source; actual issuance of ECP notes will occur as cash needs arise.



Legend

- Known Area of Relocation
- Existing NTMWD Wastewater Pipelines
- Existing NTMWD Water Pipelines



Upper East Fork Interceptor System
Relocation of 60-inch Wastewater Pipeline
Project No. 101-0544-19
Administrative Memorandum No. 5889

