

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

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

To Be Held the 21st Day of March 2023 at 9:00 a.m.

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

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

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

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

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

- 3. Consider Approval of the Minutes from the Meeting Held on February 21, 2023**
- 4. Consider Approval of Consent Agenda**
All items listed on the consent agenda are considered to be regular, routine, and ministerial items that require little or no discussion. Therefore, in the

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

- **Consider Approval of Contract with Force Logistics, LLC for Purchase of Materials for George Shannon Wetlands Maintenance**
 - **Consider Approval of Purchase from Texas Sand & Gravel for 1" Washed Rock and Pea Gravel to be Used During Pipe Replacement**
 - **Consider Approval of Contract with Brenntag Southwest, Inc. to Furnish and Deliver Liquid Ammonium Sulfate to Joint Cedar Creek Lake Pump Station**
5. **Consider Approval of Agreement with Hilltop Securities, Inc. for Municipal Advisory Services - Sandy Newby, Chief Financial Officer**
 6. **Consider Approval of TRWD Strategic Plan - Dan Buhman, General Manager**
 7. **Consider Approval of Contract with Tarrant County Elections Administrator's Office to Conduct an Election - Stephen Tatum, General Counsel**
 8. **Consider Approval of Revisions and Additions to Board Governance and Purchasing Policies - Stephen Tatum, General Counsel**
 9. **Consider Approval of Contract Amendment with Brenntag Southwest, Inc. to Furnish and Deliver Liquid Chlorine to Richland-Chambers Lake Pump Station - Jason Gehrig, Infrastructure Engineering Director**
 10. **Consider Approval of Contract Renewal and Extension with Mark L. Mazzanti for Consulting Services - Dan Buhman, General Manager**
 11. **Staff Updates**
 - **Recognize 50 Years of Service - Darrell Beason, Chief Operations Officer**
 - **Recreation Update - Darrell Beason, Chief Operations Officer**
 - **Communication Assets for Panther Island and Central City Flood Control Project Update - Natasha Hill, Director of Communications and Outreach**
 - **Capital Improvement Plan Update - Rachel Ickert, Chief Water Resources Officer**
 - **Water Resources Update - Rachel Ickert, Chief Water Resources Officer**

12. Executive Session under Texas Government Code:

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

Section 551.074 of the Texas Government Code Regarding Personnel Matters; and

Section 551.076 of the Texas Government Code Regarding Security Devices or Security Audits

13. Consider Approval of Purchase and Installation from Huffman Communications of Microwave Radio Equipment at Multiple District Sites - Travis Bird, Director of Information Services

14. Future Agenda Items

15. Schedule Next Board Meeting

16. Adjourn

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 21st DAY OF FEBRUARY 2023 AT 9:00 A.M.

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

Present
Leah King
James Hill
Mary Kelleher
Marty Leonard
C.B Team

Also present were Dan Buhman, Alan Thomas, Darrel Andrews, Darrell Beason, Steve Christian, Linda Christie, Ellie Garcia, Jason Gehrig, Zach Hatton, Zachary Huff, Rachel Ickert, Courtney Kelly, Laramie LaRue, Sandy Newby, Nicole Rutigliano, Stephen Tatum, Devin Taylor, and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

Public comment was received from Doreen Geiger, who spoke regarding item 6, changes to board policies. Public comment was received from Mark Bronson who spoke regarding TRWD support of Save Eagle Mountain Lake (SEML). Public comment was received from Joyce Baker regarding minutes from last meeting on January 17, information regarding candidates for May election, and agenda and meeting date not being officially posted until Monday February 20.

3.

Director Leonard moved to approve the minutes from the meetings held on January 12, 2023 and January 17, 2023. Director Hill seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Leonard moved to approve the consent agenda which includes human resources expenditures and operations and maintenance expenditures. Consent agenda items are detailed in the attached spreadsheet. Funding for these items is included in the Fiscal Year 2023 General, Revenue, Recreation and Bond Funds. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

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

HUMAN RESOURCES EXPENDITURES

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

OPERATIONS AND MAINTENANCE EXPENDITURES

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

5.

The Board held a discussion on the proposed TRWD Strategic Plan.

6.

Stephen Tatum, general counsel, reviewed proposed revisions and additions to Board Governance and Purchasing Policies. This item was tabled to allow time for further review.

7.

With the recommendation of counsel, Director Team moved to approve an interlocal agreement between TRWD and City of Fort Worth regarding funding for a Panther Island Development Consultant. The selected consultant will prepare a study which will evaluate development opportunities by reviewing current market conditions, the existing form-based code, and the project's associated plans and regulations. TRWD will contribute up to \$150,000 for the study, and those funds will be matched by City of Fort Worth and Tarrant County. Funding for this item is included in the Fiscal Year 2023 General Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Leonard moved to approve a resolution to preserve the water quality and open space benefits of its 6.5 acre parcel in the Benbrook watershed until such time as the regional demand for water reaches a level that requires the development of the parcel. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

9.

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

agreement with RO Two Media, LLC in the amount of \$1,600,000 to develop and manage a comprehensive and effective media campaign for the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$900,000 of the regional media purchase expenses. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Kelleher moved to approve an agreement with Glass House Strategy in the amount of \$143,210 to manage and develop new marketing material for the eighth year of the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$266,667 of the regional campaign expenses. Since time is of the essence, the Board delegates authority to the General Manager, or designee, to enter into agreements and use budgeted funds for production, media buys, and support services after obtaining approval from the Construction and Operations Committee for services over \$75,000. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

11.

With the recommendation of management, Director Hill moved to approve support for a request by Alliance Corridor, Inc., Grantee of Foreign-Trade Zone (FTZ) No. 196,

for a Subzone Expansion Application, specifically Subzone 196A on behalf of TTI, Inc. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, Director Team moved to approve changing the retail electricity provider for 86 non-pump station energy meters from Cavallo Energy to Direct Energy Business. Funding for this item is included in the Fiscal Year 2023 General and Revenue Fund Budgets. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Kelleher moved to approve a contract amendment in the amount of \$1,237,839 with Black & Veatch Corporation for the design of an additional mile of pipe and upsizing the current design from the S2x12 Interconnect to Mouser Way Road from 90-inch to 102-inch as part of the Cedar Creek Section 2 pipeline replacement project. Funding for this item is included in the Bond Fund. Director Leonard seconded the motion, and the votes were 5 in favor, 0 against.

14.

With the recommendation of management, Director Leonard moved to approve a contract amendment in the amount of \$125,348 with HDR Engineering, Inc. for corrosion control engineering services required for an additional mile of the Cedar Creek and adjacent Richland-Chambers pipeline, and for the upsizing the current design from the S2x12 Interconnect to Mouser Way Road from 90-inch to 102-inch diameter. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 4 in favor, 0 against. President King was absent for the vote.

15.

With the recommendation of management, Director Leonard moved to approve a an agreement in an amount not-to-exceed \$2,359,484 with Crispin Valve to manufacture, assemble, and deliver three (3) 90-inch diameter and two (2) 102-inch diameter butterfly valves for the Cedar Creek Section II Pipeline Replacement project, and one (1) 90-inch diameter butterfly valve for isolation on the Richland-Chambers Ennis Booster Pump Station Discharge Header Piping. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

16.

With the recommendation of management, Director Leonard moved to approve release of retainage, final payment totaling \$794,871.75, and contract closeout with BAR Constructors, Inc. for Joint Cedar Creek Lake Pump Station Package 2 Pump Station and Chemical Feed Facilities Project of the Integrated Pipeline Project. The General Manager or his designee is granted authority to execute all documents associated with this contract. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

17.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$317,700 with Dunaway Associates, L.P. for a Recreation Master Plan for the District's trailheads, parks, recreation facilities, trails and their usage. Funding for this item is included in the Fiscal Year 2023 Recreation Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

18.

Staff Updates

- Fleet Update presented by Darrell Beason, Chief Operations Officer
- Navarro County Electric Co-Op for Wholesale Power Service Update presented by Stephen Tatum, General Counsel
- Water Resources Update presented by Rachel Ickert, Chief Water Resources Officer

The Board of Directors recessed for a break from 10:41 a.m. to 10:46 a.m.

19.

The Board next held an Executive Session commencing at 10:46 a.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code, and to Discuss Pending or Contemplated Litigation; and Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property.

Upon completion of the executive session at 11:05 a.m., the President reopened the meeting.

20.

With the recommendation of management and outside counsel, Director Hill moved to accept from the City of Fort Worth an easement interest in the following described tract, which is necessary for the public use and purpose of construction and operation of the Integrated Pipeline Project (IPL Project).

- **IPL Parcel 1021
(City of Fort Worth)**

A permanent easement across approximately 53.719 acres of land situated in the J.J. Albirado Survey, Abstract Number 4, R.J. Ware Survey, Abstract Number 2008, A. Castello Survey, Abstract Number 272, J. Haynes Survey, Abstract Number 780, T. Moody Survey, Abstract 1070, E. Dishman Survey, Abstract 407, J. Wilcox Survey, Abstract 1743, S.A. & M.G. R.R. Co. Survey, Abstract 1462, and the C. Martin Survey, Abstract 1022, Tarrant County, Texas, and being further described in the accompanying resolution and in the survey plat for Parcel 1021 attached hereto.

EXHIBIT "A"
Property Description

Being 53.719 acres (2,339,998 square feet) of land situated in the J.J. Albirado Survey, Abstract Number 4, R.J. Ware Survey, Abstract Number 2008, A. Castello Survey, Abstract Number 272, J. Haynes Survey, Abstract Number 780, T. Moody Survey, Abstract 1070, E. Dishman Survey, Abstract 407, J. Wilcox Survey, Abstract 1743, S.A. & M.G. R.R. Co. Survey, Abstract 1462, and the C. Martin Survey, Abstract 1022, all in Tarrant County, Texas, being more particularly a portion of that certain right-of-way easement described by deed to City of Fort Worth, recorded in Instrument Number D206245569, Official Public Record, Tarrant County, Texas (O.P.R.T.C.T.), all of that certain right-of-way easement described by deed to City of Fort Worth, A Municipal Corporation, recorded in Instrument Number D206384268, O.P.R.T.C.T., a portion of that certain Final Plat of Summer Creek Drive and McPherson Boulevard Right-of-Way, in the City of Fort Worth, Tarrant County, Texas, recorded in Instrument Number D213105897, O.P.R.T.C.T., a portion of that certain right-of-way dedicated by Final Plat of Summer Creek South, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Cabinet A, Slide 11030, Plat Records, Tarrant County, Texas (P.R.T.C.T.), Instrument Number D206108553, O.P.R.T.C.T., all of that certain right-of-way dedicated by Final Plat of Summer Creek South, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Cabinet A, Slide 8806, P.R.T.C.T., Instrument Number D203434631, O.P.R.T.C.T., a portion of that certain plat, West Risinger Road Right-of-Way, in the City of Fort Worth, Tarrant County, Texas, recorded in Cabinet A, Slide 6286, P.R.T.C.T., Instrument Number D200265139, O.P.R.T.C.T., a portion of that certain plat, West Risinger Road and South Hulen Street, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 388-204, Page 89, P.R.T.C.T., Instrument Number D186045378, O.P.R.T.C.T., a portion of that certain plat of McCart Avenue and West Risinger Road, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 388-193, Page 98, P.R.T.C.T., a portion of that certain tract of land described by deed to 1419 Illinois Trust, recorded in Instrument Number D220171371, O.P.R.T.C.T., said portion is listed in Exhibit "B" Permitted Exceptions of deed described to previous owner Gutierrez Land Company, LLC, recorded in Instrument Number D220123438, O.P.R.T.C.T. as rights of the public to any portion of land lying within the area commonly known as West Risinger Road, a portion of that certain right-of-way dedicated by plat of Creekside Estates, in Tarrant County, Texas, recorded in Cabinet A, Slide 11604, P.R.T.C.T., Instrument Number D206403335, O.P.R.T.C.T., a portion of that certain tract of land described by deed to City of Fort Worth, A Municipal Corporation, recorded in Instrument Number D216044393, O.P.R.T.C.T., all of that certain right-of-way dedicated by Final Plat of Meadow Creek South, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Cabinet A, Slide 8822, P.R.T.C.T., Instrument Number D203450603, O.P.R.T.C.T., all of that certain tract of land described by deed to City of Fort Worth, A Municipal Corporation, recorded in Instrument Number D216049351, O.P.R.T.C.T., portion of that certain tract of land described by deed to Atchison Topeka & Santa Fe Railroad, recorded in Volume 34, Page 474, O.P.R.T.C.T. further described by adjoining deeds as Burlington Northern and Santa Fe Railroad (no deed of record listed), a portion of that certain road easement described by deed to Public of Tarrant County, State of Texas, recorded in Volume 5168, Page 278, O.P.R.T.C.T., all of that certain tract of land described by final judgement to City of Fort Worth, A Municipal Corporation, recorded in Instrument Number D218152066, O.P.R.T.C.T., all of that certain tract of land described by deed to City of Fort Worth, A Municipal Corporation, recorded in Instrument Number D217197961, O.P.R.T.C.T., all of that certain tract of land described by judgement in absence of objection to City of Fort Worth, A Municipal Corporation, recorded in Instrument Number D217232139, O.P.R.T.C.T., all of that certain tract of land described by deed to City of Fort Worth, A Municipal Corporation, recorded in Instrument Number D217143589, O.P.R.T.C.T., all of that certain tract of land described by final judgement to City of Fort Worth, A Municipal Corporation, recorded in Instrument Number D217244538, O.P.R.T.C.T., all of that certain tract of land described by deed to City of Fort Worth, A Municipal Corporation, recorded in Instrument Number D216044405, O.P.R.T.C.T., portion of that certain tract of land described by judgement in absence of objection to State of Texas and Tarrant County, Texas, recorded in Volume 9959, Page 605, O.P.R.T.C.T., all of that certain tract of land described by deed to City of Fort Worth, A Municipal Company, recorded in Instrument Number D216185409, O.P.R.T.C.T. corrected in Instrument Number D216240029, O.P.R.T.C.T., a portion of that tract of land described by judgement in absence of objection to State of Texas and Tarrant County, Texas, recorded in Instrument Number D189095915, O.P.R.T.C.T., all of that right-of-way

easement described by deed to Tarrant County, State of Texas, recorded in Volume 4467, Page 826, O.P.R.T.C.T., all of that certain right-of-way easement described by deed to Tarrant County, State of Texas, recorded in Volume 4467, Page 814, O.P.R.T.C.T., all of that certain right-of-way dedicated by plat of South Seminary Addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 388-I, Page 33, P.R.T.C.T., all that certain right-of-way easement described by deed to Tarrant County, State of Texas, recorded in Volume 4467, Page 816, O.P.R.T.C.T. and being further described as follows:

BEGINNING at a 5/8 inch iron rod with TranSystems cap found in the north line of said City of Fort Worth right-of-way easement recorded in Instrument Number D206245569, O.P.R.T.C.T. and the south line of Lot 1, Block 1, Final Plat of Life.Church Fort Worth, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in D216190111, O.P.R.T.C.T. and the north right-of-way line of West Risinger Road, a variable width right-of-way, being the **POINT OF BEGINNING** (N: 6,908,622.984, E: 2,304,939.769 Grid), being the beginning of a tangent curve to the left and the northwest corner of herein described tract;

- (1) **THENCE** along said tangent curve to the left, the south line of said Lot 1, the north line of said City of Fort Worth right-of-way easement, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 135.17 feet, through a central angle of $3^{\circ} 47' 14''$, a radius of 2,045.00 feet, and a chord which bears North $82^{\circ} 19' 53''$ East, a long chord of 135.15 feet to a 1/2 inch iron rod with Weir & Associates cap found;
- (2) **THENCE** North $80^{\circ} 26' 17''$ East, continuing along the south line of said Lot 1, the north line of said City of Fort Worth right-of-way easement, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 31.51 feet to a 1/2 inch iron rod found for the southwest corner of said City of Fort Worth right-of-way easement recorded in Instrument Number D206384268, O.P.R.T.C.T., at the intersection of the north right-of-way line of West Risinger Road and the west right-of-way line of Summer Creek Drive, a variable width right-of-way, being the beginning of a tangent curve to the left;
- (3) **THENCE** along said tangent curve to the left, the south line of said Lot 1, the north line of said City of Fort Worth right-of-way easement, said west right-of-way line of Summer Creek Drive and the north line of herein described tract, an arc length of 94.70 feet, through a central angle of $90^{\circ} 00' 00''$, a radius of 60.29 feet, and a chord which bears North $35^{\circ} 26' 17''$ East, a long chord of 85.26 feet to a 5/8 inch iron rod with TranSystems cap set for the northwest corner of said City of Fort Worth right-of-way easement and an entrant corner of said Lot 1, from which a 5/8 inch iron rod found bears South $78^{\circ} 01' 43''$ West, a distance of 5.14 feet;
- (4) **THENCE** North $80^{\circ} 26' 17''$ East, crossing said Summer Creek Drive, along the north line of said City of Fort Worth right-of-way easement and the north line of herein described tract, a distance of 71.71 feet to a 5/8 inch iron rod with TranSystems cap set for the northeast corner of said City of Fort Worth right-of-way easement, in the west line of right-of-way dedicated by said Final Plat of Summer Creek South, recorded in Instrument Number D206108553, O.P.R.T.C.T.;
- (5) **THENCE** North $63^{\circ} 58' 13''$ East, continuing across said Summer Creek Drive and along the north line of herein described tract, a distance of 62.53 feet to a 5/8 inch iron rod set in the west line of said Final Plat of Summer Creek South, the east line of said right-of-way dedicated by Final Plat of Summer Creek South and said east right-of-way line of Summer Creek Drive, being the beginning of a non-tangent curve to the left;

- (6) **THENCE** along said non-tangent curve to the left, the west line of said Final Plat of Summer Creek South, the east line of right-of-way dedicated by Final Plat of Summer Creek South, said east right-of-way line of Summer Creek Drive and the north line of herein described tract, an arc length of 96.32 feet, through a central angle of $91^{\circ} 58' 53''$, a radius of 60.00 feet, and a chord which bears South $55^{\circ} 33' 48''$ East, a long chord of 86.31 feet to a 5/8 inch iron rod found being the southwest corner of said Final Plat of Summer Creek South, at the intersection of said east right-of-way of Summer Creek Drive and said north right-of-way line of West Risinger Road, being the beginning of a tangent curve to the left;
- (7) **THENCE** along said tangent curve to the left, the south line of said Final Plat of Summer Creek South, the north line of right-of-way dedicated by said Final Plat of Summer Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 150.00 feet, through a central angle of $3^{\circ} 51' 27''$, a radius of 2,228.00 feet, and a chord which bears North $76^{\circ} 31' 02''$ East, a long chord of 149.97 feet to a corner, monument unable to be set, being the beginning of a tangent curve to the right;
- (8) **THENCE** along said tangent curve to the right, the south line of said Final Plat of Summer Creek South, the north line of right-of-way dedicated by said Final Plat of Summer Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 49.48 feet, through a central angle of $4^{\circ} 38' 51''$, a radius of 610.00 feet, and a chord which bears North $76^{\circ} 54' 44''$ East, a long chord of 49.47 feet to a corner, monument unable to be set, being the beginning of a tangent curve to the left;
- (9) **THENCE** along said tangent curve to the left, the south line of said Final Plat of Summer Creek South, the north line of right-of-way dedicated by said Final Plat of Summer Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 183.15 feet, through a central angle of $10^{\circ} 35' 59''$, a radius of 990.00 feet, and a chord which bears North $73^{\circ} 56' 10''$ East, a long chord of 182.89 feet to a 5/8 inch iron rod with TranSystems cap set, being the beginning of a tangent curve to the left;
- (10) **THENCE** along said tangent curve to the left, the south line of said Final Plat of Summer Creek South, the north line of right-of-way dedicated by said Final Plat of Summer Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, at an arc length of 191.84 feet passing a 5/8 inch iron rod found, in all an arc length of 206.74 feet, through a central angle of $5^{\circ} 17' 17''$, a radius of 2,240.00 feet, and a chord which bears North $65^{\circ} 59' 32''$ East, a long chord of 206.67 feet to a 5/8 inch iron rod found, being the beginning of a tangent curve to the right;
- (11) **THENCE** along said tangent curve to the right, the south line of said Final Plat of Summer Creek South, the north line of right-of-way dedicated by said Final Plat of Summer Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 607.15 feet, through a central angle of $27^{\circ} 17' 03''$, a radius of 1,275.00 feet, and a chord which bears North $76^{\circ} 59' 24''$ East, a long chord of 601.43 to a 1/2 inch iron rod with illegible cap found in the south line of said Final Plat of Summer Creek South recorded in Instrument Number D203434631, O.P.R.T.C.T. and the north line of right-of-way dedicated by the said Final Plat of Summer Creek South;

- (12) **THENCE** South $89^{\circ} 22' 05''$ East, along the south line of said Final Plat of Summer Creek South, the north line of right-of-way dedicated by said Final Plat of Summer Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 276.79 feet to a 5/8 inch iron rod with TranSystems cap set;
- (13) **THENCE** North $89^{\circ} 02' 30''$ East, along the south line of said Final Plat of Summer Creek South, the north line of right-of-way dedicated by said Final Plat of Summer Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 881.15 feet to 5/8 inch iron rod with TranSystems cap set in the south line of Summer Creek Ranch, recorded in Cabinet A, Slide 6341, P.R.T.C.T., Instrument Number D200287466, O.P.R.T.C.T. and the north line of said plat called West Risinger Road Right-of-Way, recorded in Cabinet A, Slide 6286, P.R.T.C.T., Instrument Number D200265139, O.P.R.T.C.T., being the beginning of a tangent curve to the left;
- (14) **THENCE** along said tangent curve to the left, the south line of said Summer Creek Ranch, the north line of said plat called West Risinger Road Right-of-Way, said north right-of-way line of West Risinger Road and the north line of herein described tract, at an arc length of 371.38 feet passing a 3/8 inch iron rod found, in all an arc length of 372.71 feet, through a central angle of $3^{\circ} 55' 32''$, a radius of 5,440.00 feet, and a chord which bears North $87^{\circ} 04' 44''$ East, a long chord of 372.64 feet to a 5/8 inch iron rod with TranSystems cap set;
- (15) **THENCE** North $84^{\circ} 41' 42''$ East, crossing said plat called West Risinger Road Right-of-Way, along said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 80.00 feet to a corner in the south line of said Summer Creek Ranch and the north line of said plat called West Risinger Road Right-of-Way, being the beginning of a tangent curve to the left from which a 5/8 inch iron rod found bears North $10^{\circ} 42' 23''$ West, a distance of 0.31 feet;
- (16) **THENCE** along said tangent curve to the left and continuing along the south line of said Summer Creek Ranch, the north line of said plat called West Risinger Road Right-of-Way, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 455.63 feet, through a central angle of $4^{\circ} 47' 56''$, a radius of 5,440.00 feet, and a chord which bears North $81^{\circ} 52' 27''$ East, a long chord of 455.50 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of Summer Creek Ranch, recorded in Cabinet A, Slide 6284, P.R.T.C.T., Instrument Number D200265137 O.P.R.T.C.T.;
- (17) **THENCE** North $79^{\circ} 28' 30''$ East, along the south line of said Summer Creek Ranch, the north line of said plat called West Risinger Road Right-of-Way, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 910.46 feet to a 5/8 inch iron rod with TranSystems cap set, being the beginning of a tangent curve to the right;
- (18) **THENCE** along said tangent curve to the right and continuing along the south line of said Summer Creek Ranch, the north line of said plat called West Risinger Road Right-of-Way, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 281.13 feet, through a central angle of $6^{\circ} 32' 52''$, a radius of 2,460.00 feet, and a chord which bears North $82^{\circ} 44' 55''$ East, a long chord of 280.98 feet to a 5/8 inch iron rod with TranSystems cap set;

- (19) **THENCE** North $86^{\circ} 49' 30''$ East, crossing said plat called West Risinger Road Right-of-Way, along said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 69.99 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of said Summer Creek Ranch and the north line of said plat West Risinger Road Right-of-Way;
- (20) **THENCE** North $87^{\circ} 38' 25''$ East, continuing along the south line of said Summer Creek Ranch, the north line of said plat called West Risinger Road Right-of-Way, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 333.42 feet to a 5/8 inch iron rod set with TranSystems cap set for the southeast corner of said Summer Creek Ranch, the southwest corner of Stone Meadow Commercial Addition, recorded in Cabinet A, Slide 8215, P.R.T.C.T., Instrument Number D203092399, O.P.R.T.C.T., the northeast corner of said plat called West Risinger Road Right-of-Way and the northwest corner of said plat called West Risinger Road and South Hulen Street, being the beginning of a tangent curve to the right;
- (21) **THENCE** along said tangent curve to the right, the south line of said Stone Meadow Commercial Addition, the north line of said plat called West Risinger Road and South Hulen Street, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 430.15 feet, through a central angle of $2^{\circ} 21' 22''$, a radius of 10,460.00 feet, and a chord which bears North $88^{\circ} 30' 48''$ East, a long chord of 430.12 feet to a 5/8 inch iron rod with TranSystems cap set at the intersection of said north right-of-way line of West Risinger Road and the west right-of-way line of South Hulen Street, a variable width right-of-way, described by said plat called West Risinger Road and South Hulen Street, from which a 5/8 inch iron rod with WAI cap found bears South $80^{\circ} 47' 13''$ East, a distance of 1.32 feet;
- (22) **THENCE** North $87^{\circ} 56' 10''$ East, crossing said plat called West Risinger Road and South Hulen Street, along said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 311.37 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of Hulen Meadows, recorded in Cabinet A, Slide 12678, P.R.T.C.T., Instrument Number D208172491, O.P.R.T.C.T., in the north line of said plat called West Risinger Road and South Hulen Street, at the intersection of said north right-of-way line of West Risinger Road and the east right-of-way line of said South Hulen Street;
- (23) **THENCE** South $89^{\circ} 46' 08''$ East, along the south line of said Hulen Meadows, the north line of said plat called West Risinger Road and South Hulen Street, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 220.00 feet to a 5/8 inch iron rod with TranSystems cap set;
- (24) **THENCE** South $86^{\circ} 38' 32''$ East, continuing along the south line of said Hulen Meadows, the north line of said plat called West Risinger Road and South Hulen Street, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 220.00 feet to a 1/2 inch iron rod found;
- (25) **THENCE** South $89^{\circ} 46' 08''$ East, continuing along the south line of said Hulen Meadows, the north line of said plat called West Risinger Road and South Hulen Street, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 555.84 feet to a 5/8" iron rod with TranSystems cap set in the south line of Garden Springs Addition, recorded in Cabinet A, Slide 3157, P.R.T.C.T., Instrument Number D196213689, O.P.R.T.C.T., being the beginning of a tangent curve to the right;

- (26) **THENCE** along said tangent curve to the right, the south line of said Garden Springs Addition, the north line of said plat called West Risinger Road and South Hulen Street, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 520.97 feet, through a central angle of $15^{\circ} 48' 41''$, a radius of 1,887.85 feet, and a chord which bears South $81^{\circ} 51' 47''$ East, a long chord of 519.32 feet to a 5/8 inch iron rod with TranSystems cap set;
- (27) **THENCE** South $73^{\circ} 11' 20''$ East, crossing said plat called West Risinger Road and South Hulen Street, along said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 64.00 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of said Garden Springs Addition and the north line of said plat called West Risinger Road and South Hulen Street;
- (28) **THENCE** South $72^{\circ} 54' 08''$ East, along the south line of said Garden Springs Addition, the north line of said plat called West Risinger Road and South Hulen Street, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 793.78 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of Garden Springs Addition, recorded in Cabinet A, Slide 2620, P.R.T.C.T., Instrument Number D195230316, O.P.R.T.C.T., being the beginning of a tangent curve to the left;
- (29) **THENCE** along said tangent curve to the left, the south line of said Garden Springs Addition, the north line of said plat called West Risinger Road and South Hulen Street, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 685.01, through a central angle of $10^{\circ} 51' 35''$, a radius of 3,614.09 feet, and a chord which bears South $78^{\circ} 19' 55''$ East, a long chord of 683.98 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of Hulen Meadow Phase Five, recorded in Volume 388-216, Page 25, P.R.T.C.T., Instrument Number D188022227, O.P.R.T.C.T., from which a 5/8 inch iron rod found bears South $14^{\circ} 56' 18''$ East, a distance of 1.01 feet;
- (30) **THENCE** South $83^{\circ} 45' 44''$ East, along the south line of said Hulen Meadow Addition, the north line of said plat called West Risinger Road and South Hulen Street, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 1,486.01 feet, to a 5/8 inch iron rod with TranSystems cap set in the south line of a tract of land described by deed to Daniel H. Zeligson 1982 Trust, the Karen P. Zeligson 1982 Trust, and the Donna J. Trantham 1992 Trust, recorded in Volume 10918, Page 1047, O.P.R.T.C.T. and the north line of plat, McCart Avenue and West Risinger Road, recorded in Volume 388-193, Page 98, P.R.T.C.T., being the beginning of a tangent curve to the right;
- (31) **THENCE** along said tangent curve to the right, the south line of said Zeligson, et al tract, the north line of said plat called McCart Avenue and West Risinger Road, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 523.95 feet, through a central angle of $6^{\circ} 40' 16''$, a radius of 4,500.00 feet, and a chord which bears South $80^{\circ} 25' 35''$ East, a long chord of 523.65 feet to a 5/8 inch iron rod with TranSystems cap set at the intersection of said north right-of-way line of West Risinger Road and the west right-of-way line of McCart Avenue, described by said plat called McCart Avenue and West Risinger Road, a variable width right-of-way;

- (32) **THENCE** South $77^{\circ} 49' 48''$ East, crossing said plat called McCart Avenue and West Risinger Road, along said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 312.55 feet to a corner in the south line of Meadow Creek South, recorded in Cabinet B, Slide 2854, P.R.T.C.T., Instrument Number D204293281, O.P.R.T.C.T. and the north line of said plat McCart Avenue and West Risinger Road, being the beginning of a non-tangent curve to the left, from which a 5/8 inch iron rod found bears South $25^{\circ} 52' 44''$ West, a distance of 0.53 feet;
- (33) **THENCE** along said non-tangent curve to the left, the south line of said Meadow Creek South, the north line of said plat called McCart Avenue and West Risinger Road, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 199.80 feet, through a central angle of $3^{\circ} 24' 24''$, a radius of 3,360.18 feet, and a chord which bears South $77^{\circ} 51' 55''$ East, a long chord of 199.77 feet to a 5/8 inch iron rod with TranSystems cap set;
- (34) **THENCE** South $79^{\circ} 17' 58''$ East, continuing along the south line of said Meadow Creek South, the north line of said plat called McCart Avenue and West Risinger Road, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 263.78 feet to a 5/8 inch iron rod with RPLS 4151 cap found in the south line of a tract of land described by deed to 1419 Illinois Trust, recorded in Instrument Number D220171371, O.P.R.T.C.T., being the northwest corner of a portion of said 1419 Illinois Trust tract listed in Exhibit "B" Permitted Exceptions of deed described to previous owner Gutierrez Land Company, LLC, recorded in Instrument Number D220123438, O.P.R.T.C.T. as rights of the public to any portion of land lying within the area commonly known as West Risinger Road and being the beginning of a non-tangent curve to the left;
- (35) **THENCE** along said non-tangent curve to the left, the south line of said 1419 Illinois Trust tract, the north line of said area commonly known as West Risinger Road, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 764.85 feet, through a central angle of $12^{\circ} 59' 44''$, a radius of 3,372.10 feet, and a chord which bears North $89^{\circ} 21' 10''$ East, a long chord of 763.21 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of a tract of land described by deed to McCart-Risinger L.P., recorded in Instrument Number D204331963, O.P.R.T.C.T. and the north line of a tract of land described by deed to City of Fort Worth, a Municipal Corporation, recorded in Instrument Number D216044393, O.P.R.T.C.T., being the beginning of a tangent curve to the right;
- (36) **THENCE** along said tangent curve to the right, the south line of said McCart-Risinger L.P. tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 574.30 feet, through a central angle of $6^{\circ} 30' 34''$, a radius of 5,055.00 feet, and a chord which bears North $86^{\circ} 06' 34''$ East, a long chord of 573.99 feet to 5/8 inch iron rod with TranSystems cap set;
- (37) **THENCE** North $89^{\circ} 21' 51''$ East, along the south line of said McCart-Risinger L.P. tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 234.19 feet to a 5/8 inch iron rod with TranSystems cap set;
- (38) **THENCE** North $89^{\circ} 23' 57''$ East, crossing said City of Fort Worth tract, along said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 79.97 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of said McCart-Risinger L.P. tract and the north line of said City of Fort Worth tract;

- (39) **THENCE** North 89° 22' 46" East, along the south line of said McCart-Risinger L.P. tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 656.20 feet to a 5/8 inch iron rod with TranSystems cap set being the beginning of a tangent curve to the left;
- (40) **THENCE** along said tangent curve to the left, the south line of said McCart-Risinger L.P. tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 20.69, through a central angle of 0° 14' 23", a radius of 4,945.00 feet, and a chord which bears North 89° 15' 35" East, a long chord of 20.69 feet to a 5/8 inch iron rod with TranSystems cap set;
- (41) **THENCE** North 89° 08' 24" East, along the south line of said McCart-Risinger L.P. tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 60.73 feet to a 5/8 inch iron rod with TranSystems cap set in the west line of right-of-way dedicated by Final Plat of Meadow Creek South, recorded in Cabinet A, Slide 8822, P.R.T.C.T., Instrument Number D203450603, O.P.R.T.C.T. being a southeast corner of said McCart-Risinger L.P. tract and a northerly corner of said City of Fort Worth tract;
- (42) **THENCE** North 0° 49' 17" West, along the east line of said McCart-Risinger L.P. tract, the west line of right-of-way dedicated by said Final Plat of Meadow Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 5.00 feet to a 5/8 inch iron rod with C&B cap found being the northwest corner of said right-of-way dedicated by Final Plat of Meadow Creek South, the southwest corner of said Final Plat of Meadow Creek South;
- (43) **THENCE** North 89° 08' 47" East, along the south line of said Final Plat of Meadow Creek South, the north line of right-of-way dedicated by said Final Plat of Meadow Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 1,279.27 feet to a 5/8 inch iron rod found being the southeast corner of a tract of land described by deed to The City of Fort Worth, recorded in Instrument Number D208037608, O.P.R.T.C.T., the northeast corner of right-of-way dedicated by said Final Plat of Meadow Creek South in the west line of Meyer Utility Structures Addition, recorded in Instrument Number D219197514, O.P.R.T.C.T.;
- (44) **THENCE** South 0° 38' 44" East, along the west line of said Meyer Utility Structures Addition, the east line of right-of-way dedicated by said Final Plat of Meadow Creek South, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 4.99 feet to a 5/8 inch iron rod with Gorrodona cap found for the southwest corner of said Meyer Utility Structures Addition and the northwest corner of a tract of land described by deed to City of Fort Worth, a Municipal Corporation, recorded in Instrument Number D216049351, O.P.R.T.C.T.;
- (45) **THENCE** North 89° 45' 07" East, along the south line of said Meyer Utility Structures Addition, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 754.09 feet to a 5/8 inch iron rod with Gorrodona cap found being the southeast corner of said Meyer Utility Structures Addition, the northeast corner of said City of Fort Worth tract, in the west line of a tract of land called Burlington Northern and Santa Fe Railroad (BNSF), no deed of record found;

- (46) **THENCE** North $89^{\circ} 49' 08''$ East, crossing said BNSF tract, along said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 100.04 feet to a 5/8 inch iron rod with Gorrondona cap found being the southwest corner of the remainder of a tract of land described by deed to Southwest Metal Treating Corporation, LLC, recorded in Instrument Number D210264416, O.P.R.T.C.T. and the northwest corner of a tract of land described by deed to City of Fort Worth, a Municipal Corporation, recorded in Instrument Number D218152066, O.P.R.T.C.T.;
- (47) **THENCE** North $89^{\circ} 45' 37''$ East, along the south line of said Southwest Metal Treating Corporation tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 7.97 feet to a 5/8 inch iron rod with TranSystems cap set, being the beginning of a tangent curve to the right;
- (48) **THENCE** along said tangent curve to the right, the south line of said Southwest Metal Treating Corporation tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 357.28 feet, through a central angle of $16^{\circ} 18' 40''$, a radius of 1,255.00 feet, and a chord which bears South $82^{\circ} 05' 03''$ East, a long chord of 356.07 feet to a PK nail with washer stamped Gorrondona found, being the southeast corner of said City of Fort Worth tract in the north line of said road easement dedicated to the Public of Tarrant County, State of Texas, recorded in Volume 5168, Page 278, O.P.R.T.C.T.;
- (49) **THENCE** North $89^{\circ} 06' 35''$ East, along the south line of said Southwest Metal Treating Corporation tract, the north line of said Public road easement, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 160.60 feet to a PK nail with washer stamped Gorrondona found, being the southeast corner of said Metal Treating Corporation tract, a northeast corner of said Public road easement in the west line of Gibbs Industrial Addition, recorded in Instrument Number D201018221, O.P.R.T.C.T.;
- (50) **THENCE** South $0^{\circ} 47' 21''$ East, along the west line of said Gibbs Industrial Addition, an easterly line of said Public road easement, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 60.21 feet to a PK nail with washer stamped Gorrondona found, being the southwest corner of the remainder of a tract of land described by deed to Thomas D. Gibbs, recorded in Instrument Number D200111309, O.P.R.T.C.T. and the northwest corner of a tract of land described by deed to City of Fort Worth, a Municipal Corporation, recorded in Instrument Number D217232139, O.P.R.T.C.T.;
- (51) **THENCE** South $68^{\circ} 18' 52''$ East, along the south line of said Gibbs tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 102.97 feet to a PK nail with washer stamped Gorrondona found, being the beginning of a tangent curve to the left;

- (52) **THENCE** along said tangent curve to the left, continuing along the south line of said Gibbs tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, an arc length of 439.41 feet, through a central angle of $21^{\circ} 59' 18''$, a radius of 1,145.00 feet, and a chord which bears South $79^{\circ} 18' 31''$ East, a long chord of 436.72 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of the remainder of a tract of land described by deed to Michael William Hawkins, recorded in Instrument Number D216175289, O.P.R.T.C.T., and the north line of a tract of land described by deed to City of Fort Worth, a Municipal Corporation, recorded in Instrument Number D217244538, O.P.R.T.C.T.;
- (53) **THENCE** North $89^{\circ} 41' 50''$ East, along the south line of said Hawkins tract, the north line of said City of Fort Worth tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 337.49 feet to a 5/8 inch iron rod with TranSystems cap set, being the southeast corner of said Hawkins tract, the northeast corner of said City of Fort Worth tract at the intersection of said north right-of-way line of West Risinger Road and the west right-of-way line of FM 731, a variable width right-of-way;
- (54) **THENCE** North $88^{\circ} 54' 15''$ East, crossing said FM 731, along said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 236.67 feet to a 1/2 inch iron rod with YP Associates cap found, being the southeast corner of a tract of land described by said judgement in absence of objection to State of Texas and Tarrant County, Texas recorded in Instrument Number D189095915, O.P.R.T.C.T., the southwest corner of Final Plat of Lot 1, Block A Crowley Road Addition, recorded in Instrument D218178422, O.P.R.T.C.T. in the north line of a right-of-way easement described by deed to Tarrant County, State of Texas, recorded in Volume 4467, Page 826, O.P.R.T.C.T.;
- (55) **THENCE** North $89^{\circ} 42' 13''$ East, along the south line of said Lot 1, the north line of said Tarrant County tract, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 316.07 feet to a 5/8 inch iron rod with TranSystems cap set in the west line of a right-of-way dedicated by said South Seminary Addition, recorded in Volume 388-I, Page 33, P.R.T.C.T. and the east right-of-way line of Crowley Road, a variable width right-of-way;
- (56) **THENCE** North $0^{\circ} 37' 42''$ West, along the west line of right-of-way dedicated by said South Seminary Addition, said east right-of-way line of Crowley Road, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 6.14 feet to the southwest corner of said South Seminary Addition and the northwest corner of right-of-way dedicated by said South Seminary Addition, from which a 5/8 inch iron rod with Topographic cap bears S $14^{\circ} 17' 31''$ E, a distance of 0.55 feet;
- (57) **THENCE** North $89^{\circ} 41' 48''$ East, along the south line of said South Seminary Addition, north line of right-of-way dedicated by said South Seminary Addition, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 1,774.15 feet to a 5/8 inch iron rod with TranSystems cap set, being the southeast corner of said South Seminary Addition and the northeast corner of said right-of-way dedicated by said plat in the west line of a tract of land described by deed to Christopher R. Wilshire, recorded in Instrument Number D214106604, O.P.R.T.C.T.;

- (58) **THENCE** South 0° 26' 12" East, along the west line of said Wilshire tract, the east line of right-of-way dedicated by said South Seminary Addition, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 11.37 feet to a 1/2 inch iron rod found with illegible cap being the southwest corner of said Wilshire tract and the northwest corner of said right-of-way easement described by deed to Tarrant County, State of Texas, recorded in Volume 4467, Page 816, O.P.R.T.C.T.;
- (59) **THENCE** North 89° 47' 14" East, along the south line of said Wilshire tract, the north line of said right-of-way easement, said north right-of-way line of West Risinger Road and the north line of herein described tract, a distance of 250.05 feet to a 5/8 inch iron rod with TranSystems cap set being the southeast corner of said Wilshire tract, the northeast corner of said right-of-way easement and the northeast corner of herein described tract in west line of a tract of land described by deed to Willshire Farm, LLC, recorded in Instrument Number D214099817, O.P.R.T.C.T.;
- (60) **THENCE** South 3° 05' 10" East, along the west line of said Willshire Farm tract, the east line of said right-of-way easement and the east line of herein described tract, a distance of 30.66 feet, to a PK nail set in the north line of a tract of land described by deed to Crowley Independent School District (ISD), recorded in Instrument Number D206387276, O.P.R.T.C.T. and the south right-of-way line of West Risinger Road being the southeast corner of herein described tract;
- (61) **THENCE** South 89° 54' 43" West, along the north line of said Crowley ISD tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 344.10 feet to a PK nail found, being a northwesterly corner of said Crowley ISD;
- (62) **THENCE** South 0° 01' 16" East, along the westerly line of said Crowley ISD tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 26.63 feet to 5/8 inch iron rod with TranSystems cap set, being an entrant corner of said Crowley ISD tract and the southeast corner of a right-of-way easement described by deed to Tarrant County, State of Texas, recorded in Volume 4467, Page 814, O.P.R.T.C.T. from which a 5/8 inch iron rod with TNP cap bears North 78° 37' 44" East, a distance of 1.64 feet;
- (63) **THENCE** South 89° 35' 11" West, along the north line of said Crowley ISD tract, the south line of said right-of-way easement, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 1,636.23 feet to a 5/8 inch iron rod with TranSystems cap set, being a northwesterly corner of the remainder of a tract of land described by deed to B.N. Development Company, Inc., recorded in Instrument Number D206387272, O.P.R.T.C.T. and the northeast corner of a tract of land described by deed to City of Fort Worth, a Municipal Company, recorded in Instrument Number D216240029, O.P.R.T.C.T.;
- (64) **THENCE** South 0° 24' 02" East, along the westerly line of said B.N. Development tract, the east line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 48.24 feet to a 5/8 inch iron rod with Gorrondona cap found, being an entrant corner of said B.N. Development tract and the southeast corner of said City of Fort Worth tract;
- (65) **THENCE** South 89° 41' 12" West, along the north line of said B.N. Development tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 397.03 feet to a 5/8 inch iron rod with Gorrondona cap found;

- (66) **THENCE** South $74^{\circ} 37' 42''$ West, continuing along the north line of said B.N. Development tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 80.10 feet to the northwest corner of said B.N. Development tract and the southwest corner of said City of Fort Worth tract in the east line of a tract of land described by judgement in absence of objection to State of Texas and Tarrant County, Texas, recorded in Volume 9959, Page 605, O.P.R.T.C.T. as shown in TxDOT Right-of-Way Maps, being the east line of said FM 731, from which a 5/8 inch iron rod found bears South $11^{\circ} 51' 25''$ West, a distance of 0.67 feet;
- (67) **THENCE** North $85^{\circ} 02' 48''$ West, crossing FM 731, along said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 225.27 feet to a 5/8 inch iron rod with illegible cap found, being the northeast corner of Tract I described by deed to Allan S. Baumgardner, Sr. and Judy A. Baumgardner, recorded in Volume 14124, Page 371 and Instrument Number D199299231, O.P.R.T.C.T. and the southeast corner of a tract of land described by deed to City of Fort Worth, a Municipal Corporation, recorded in Instrument Number D216044405, O.P.R.T.C.T. in the west line of said FM 731;
- (68) **THENCE** South $89^{\circ} 41' 50''$ West, along the north line of said Baumgardner tract, the south line of said City of Fort Worth tract, said south right-of-way of West Risinger Road and the south line of herein described tract, a distance of 236.81 feet to a PK nail with washer stamped Gorrondona found, being the beginning of a tangent curve to the right;
- (69) **THENCE** along said tangent curve to the right, the north line of said Baumgardner tract, the south line of said City of Fort Worth tract, said south right-of-way of West Risinger Road and the south line of herein described tract, an arc length of 334.97 feet, through a central angle of $15^{\circ} 17' 34''$, a radius of 1,255.00 feet, and a chord which bears North $82^{\circ} 39' 23''$ West, a long chord of 333.98 feet to a 5/8 inch iron rod with Gorrondona cap found being the northwest corner of a tract of land described by deed to City of Fort Worth, a Municipal Corporation, recorded in Instrument Number D217143589, O.P.R.T.C.T., in the north line of a tract of land described by deed to Pedro Herrera and Norma Herrera, recorded in Instrument Number D209236836, O.P.R.T.C.T. and the south line of said road easement dedicated to the Public, recorded in Volume 5168, Page 278, O.P.R.T.C.T.;
- (70) **THENCE** South $89^{\circ} 06' 11''$ West, along the north line of said Herrera tract, the south line of said Public road easement, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 179.75 feet to a 3/4 inch iron rod found;
- (71) **THENCE** North $47^{\circ} 13' 49''$ West, continuing along the north line of said Herrera tract, the south line of said Public road easement, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 48.90 feet to a 5/8 inch iron rod with TranSystems cap set in the east line of the remainder of a tract of land described by deed to 2201 Risinger LLC, recorded in Instrument Number D209049450, O.P.R.T.C.T.;
- (72) **THENCE** North $0^{\circ} 49' 38''$ West, along the east line of said 2201 Risinger tract, the south line of said Public road easement, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 46.41 feet to a 1/2 inch iron rod with red illegible cap found, being the northeast corner of said 2201 Risinger tract and the southeast corner of a tract of land described by deed to City of Fort Worth, a Municipal Corporation, recorded in Instrument Number D217197961, O.P.R.T.C.T.;

- (73) **THENCE** North $68^{\circ} 18' 50''$ West, along the north line of said 2201 Risinger tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 68.46 feet to a 1/2 inch iron rod with Topographic cap found, being the beginning of a tangent curve to the left;
- (74) **THENCE** along said tangent curve to the left, the north line of said 2201 Risinger tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 438.16 feet, through a central angle of $21^{\circ} 55' 31''$, a radius of 1145.00 feet, and a chord which bears North $79^{\circ} 16' 38''$ West, a long chord of 435.49 feet to a 5/8 inch iron rod found;
- (75) **THENCE** South $89^{\circ} 45' 37''$ West, continuing along the north line of said 2201 Risinger tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 11.16 feet to a 5/8 inch iron rod with Gorrondona cap found, being the northwest corner of said 2201 Risinger tract and the southwest corner of said City of Fort Worth tract, in the east line of said BNSF tract;
- (76) **THENCE** South $89^{\circ} 49' 14''$ West, crossing said BNSF tract, along said south right-of-way of West Risinger Road and the south line of herein described tract, a distance of 99.96 feet to a 5/8 inch iron rod with Gorrondona cap found, being the northeast corner of said McCart-Risinger L.P. tract recorded in Instrument Number D204331963, O.P.R.T.C.T. and the southeast corner of said City of Fort Worth tract recorded in Instrument Number D216044393, O.P.R.T.C.T. in the west line of said BNSF tract;
- (77) **THENCE** South $89^{\circ} 45' 40''$ West, along the north line of said McCart-Risinger L.P. tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 724.07 to a 5/8 inch iron rod with TranSystems cap set, being the beginning of a tangent curve to the left;
- (78) **THENCE** along said tangent curve to the left, the north line of said McCart-Risinger L.P. tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 53.63 feet, through a central angle of $0^{\circ} 37' 17''$, a radius of 4,945.00 feet, and a chord which bears South $89^{\circ} 27' 02''$ West, a long chord of 53.63 feet to a 5/8 inch iron rod with TranSystems cap set;
- (79) **THENCE** South $89^{\circ} 08' 24''$ West, continuing along the north line of said McCart-Risinger L.P. tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 1,312.07 feet to a 5/8 inch iron rod with TranSystems cap set, being the beginning of a tangent curve to the right;
- (80) **THENCE** along said tangent curve to the right, the north line of said McCart-Risinger L.P. tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 21.15 feet, through a central angle of $0^{\circ} 14' 23''$, a radius of 5,055.00 feet, and a chord which bears South $89^{\circ} 15' 35''$ West, a long chord of 21.15 feet to a 5/8 inch iron rod with TranSystems cap set;

- (81) **THENCE** South $89^{\circ} 22' 46''$ West, continuing along the north line of said McCart-Risinger L.P. tract, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 656.20 feet to an "X" cut found being a northwesterly corner of Creekside Estates, recorded in Instrument Number D217184995, O.P.R.T.C.T.;
- (82) **THENCE** South $89^{\circ} 24' 09''$ West, crossing a portion of said City of Fort Worth tract, along said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 80.03 feet to a 5/8 inch iron rod with Dunaway cap found being a northeasterly corner of said Creekside Estates in the south line of said City of Fort Worth tract;
- (83) **THENCE** South $89^{\circ} 21' 51''$ West, along the north line of said Creekside Estates, the south line of said City of Fort Worth tract, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 149.56 feet to a 5/8 inch iron rod with Dunaway cap found in the north line of Creekside Estates, recorded in Cabinet A, Slide 11604, P.R.T.C.T., Instrument Number D206403335, O.P.R.T.C.T. and the south line of right-of-way dedicated by said Creekside Estates, being the beginning of a tangent curve to the left;
- (84) **THENCE** along said tangent curve to the left, the north line of said Creekside Estates, the south line of right-of-way dedicated by said Creekside Estates, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 611.03 feet, through a central angle of $7^{\circ} 04' 47''$, a radius of 4,945.00 feet, and a chord which bears South $85^{\circ} 49' 28''$ West, a long chord of 610.64 feet to an "X" cut found in the north line of said McCart-Risinger tract recorded in Instrument Number D204331963, O.P.R.T.C.T.;
- (85) **THENCE** South $82^{\circ} 34' 34''$ West, along the north line of said McCart-Risinger tract, south line of said right-of-way dedicated by said Creekside Estates, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 35.58 feet to an "X" cut found being a northwesterly corner of said McCart-Risinger tract and the beginning of a tangent curve to the right;
- (86) **THENCE** along said tangent curve to the right, crossing a portion of right-of-way dedicated by said Creekside Estates, along said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 1,287.28 feet, through a central angle of $21^{\circ} 07' 15''$, a radius of 3,492.10 feet, and a chord which bears North $86^{\circ} 34' 19''$ West, a long chord of 1,280.00 feet to the northwest corner of a tract of land described by deed to Mark Allen Hopkins, recorded in Instrument Number D204147709, O.P.R.T.C.T. at the intersection of said south right-of-way line of West Risinger Road and said east right-of-way line of McCart Avenue, from which a 5/8 inch iron rod with City of Fort Worth cap bears North $15^{\circ} 22' 50''$ East, a distance of 0.71 feet;
- (87) **THENCE** North $77^{\circ} 48' 56''$ West, crossing said right-of-way of McCart Avenue, along said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 317.01 feet a 5/8 inch iron rod with TranSystems cap set being the northeast corner of a tract of land described by deed to The City of Fort Worth, Texas, a Municipal Corporation, recorded in Instrument Number D218246111, O.P.R.T.C.T. at the intersection of said south right-of-way line of West Risinger Road and said west right-of-way line of McCart Avenue, being the beginning of a non-tangent curve to the left;

- (88) **THENCE** along said non-tangent curve to the left, along the north line of said City of Fort Worth tract, the south line of said plat called McCart Avenue and West Risinger Road, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 240.00 feet, through a central angle of $3^{\circ} 08' 53''$, a radius of 4,368.00 feet, and a chord which bears North $78^{\circ} 56' 40''$ West, a long chord of 239.97 feet to a corner from which a 1/2 inch iron rod with AEC cap found bears North $39^{\circ} 03' 36''$ East, a distance of 0.38 feet;
- (89) **THENCE** North $79^{\circ} 21' 59''$ West, continuing along the north line of said City of Fort Worth tract, the south line of said plat called of McCart Avenue and West Risinger Road, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 247.87 feet to a 1/2 inch iron rod with AEC cap found;
- (90) **THENCE** North $83^{\circ} 45' 43''$ West, continuing along the north line of said City of Fort Worth tract, the south line of said plat called of McCart Avenue and West Risinger Road, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 1,486.01 feet to a 5/8 inch iron rod with TranSystems cap set in the north line of Fox Run Addition, recorded in Cabinet A, Slide 3873, P.R.T.C.T., Instrument Number D197212679, O.P.R.T.C.T. and the south line of said plat called West Risinger Road and South Hulen Street, being the beginning of a tangent curve to the right;
- (91) **THENCE** along said tangent curve to the right, the north line of said Fox Run Addition, the south line of said plat called West Risinger Road and South Hulen Street, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 249.77 feet, through a central angle of $3^{\circ} 49' 57''$, a radius of 3,734.09 feet, and a chord which bears North $81^{\circ} 50' 44''$ West, a long chord of 249.72 feet to 5/8 inch iron rod with TranSystems cap set being a northwesterly corner of Fox Run Addition, recorded in Cabinet A, Slide 4630, P.R.T.C.T., Instrument Number D198267030, O.P.R.T.C.T.;
- (92) **THENCE** North $79^{\circ} 32' 45''$ West, crossing a portion of said plat called West Risinger Road and South Hulen Street, along said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 50.00 feet to a 5/8 inch iron rod with TranSystems cap set in a northeasterly corner of said Fox Run Addition and a southwesterly corner of said plat called West Risinger Road and South Hulen Street, being the beginning of a non-tangent curve to the right;
- (93) **THENCE** along said non-tangent curve to the right, the north line of said Fox Run Addition, the south line of said plat called West Risinger Road and South Hulen Street, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length 407.98 feet, through a central angle of $6^{\circ} 15' 36''$, a radius of 3,734.09 feet, and a chord which bears North $76^{\circ} 01' 56''$ West, a long chord of 407.78 feet to a 5/8 inch iron rod with TranSystems cap set;
- (94) **THENCE** North $72^{\circ} 54' 08''$ West, continuing along the north line of said Fox Run Addition, the south line of said plat called West Risinger Road and South Hulen Street, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 788.24 feet to a 5/8 inch iron rod with TranSystems cap set, being a northwesterly corner of said Fox Run Addition and a southeasterly corner of said plat called West Risinger Road and South Hulen Street;

- (95) **THENCE** North $73^{\circ} 07' 07''$ West, crossing a portion of said plat called West Risinger Road and South Hulen Street, along said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 64.00 feet to a 5/8 inch iron rod with TranSystems cap set, being the northeast corner of Hulen Meadows Addition, recorded in Cabinet B, Slide 2095, P.R.T.C.T., Instrument Number D200131827, O.P.R.T.C.T., a southwesterly corner of said plat called West Risinger Road and South Hulen Street and the beginning of a non-tangent curve to the left;
- (96) **THENCE** along said non-tangent curve to the left, along the north line of said Hulen Meadows Addition, the south line of said plat called West Risinger Road and South Hulen Street, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 491.18 feet, through a central angle of $15^{\circ} 55' 09''$, a radius of 1,767.85 feet, and a chord which bears North $81^{\circ} 48' 33''$ West, a long chord of 489.60 feet to 5/8 inch iron rod with TranSystems cap set, from which a 5/8 inch iron rod found bears South $2^{\circ} 50' 50''$ East, a distance of 0.76 feet;
- (97) **THENCE** North $89^{\circ} 46' 08''$ West, along the north line of said Hulen Meadows Addition, the south line of said plat called West Risinger Road and South Hulen Street, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 978.27 feet to a 5/8 inch iron rod with illegible cap found being the northwest corner of Hulen Risinger Addition, recorded in Cabinet A, Slide 11048, P.R.T.C.T., Instrument Number D206118672, O.P.R.T.C.T. at the intersection of said south right-of-way line of West Risinger Road and said east right-of-way line of South Hulen Street;
- (98) **THENCE** South $87^{\circ} 58' 02''$ West, crossing said right-of-way of South Hulen Street, along said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 313.00 feet to a 5/8 inch iron with illegible cap found being the northeast corner of Risinger Addition, recorded in Cabinet A, Slide 9526, P.R.T.C.T., Instrument Number D204277194, O.P.R.T.C.T. at the intersection of said south right-of-way line of West Risinger Road and said west right-of-way line of said South Hulen Street, being the beginning of a non-tangent curve to the right;
- (99) **THENCE** along said non-tangent curve to the right, along the north line of said Risinger Addition, the south line of said plat called West Risinger Road and South Hulen Street, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 200.00 feet, through a central angle of $1^{\circ} 06' 34''$, a radius of 10,328.00 feet, and a chord which bears South $89^{\circ} 10' 56''$ West, a long chord of 200.00 feet to 1/2 inch iron rod found in the north line of Risinger Addition recorded in Cabinet A, Slide 11220, P.R.T.C.T., Instrument Number D206181937, O.P.R.T.C.T.;
- (100) **THENCE** North $87^{\circ} 46' 03''$ West, along the north line of said Risinger Addition, the south line of said plat called West Risinger Road and South Hulen Street, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 168.76 feet to a 5/8 inch iron rod with TranSystems cap set being the northwest corner of said Risinger Addition, the northeast corner of Summer Creek Ranch, recorded in Cabinet A, Slide 9480, P.R.T.C.T., Instrument Number D204251919, O.P.R.T.C.T., a southwest corner of said plat called West Risinger Road and South Hulen Street, the southeast corner of said plat called West Risinger Road Right-of-Way and the beginning of a non-tangent curve to the left;

- (101) **THENCE** along said non-tangent curve to the left, the north line of said Summer Creek Ranch, the south line of said plat called West Risinger Road Right-of-Way, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 69.35 feet, through a central angle of $0^{\circ} 23' 03''$, a radius of 10,340.00 feet, and a chord which bears South $87^{\circ} 49' 04''$ West, a long chord of 69.35 feet to a 5/8 inch iron rod with Survcon cap found;
- (102) **THENCE** South $87^{\circ} 37' 31''$ West, continuing along the north line of said Summer Creek Ranch, the south line of said plat called West Risinger Road Right-of-Way, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 333.93 feet to the northwest corner of said Summer Creek Ranch and a southeasterly corner of said plat called West Risinger Road Right-of-Way from which a 5/8 inch iron rod found bears South $20^{\circ} 06' 08''$ East, a distance of 0.61 feet;
- (103) **THENCE** South $86^{\circ} 49' 45''$ West, crossing a portion of said plat called West Risinger Road Right-of-Way, along said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 70.00 feet to a northeasterly corner of Summer Creek Ranch, recorded in Cabinet A, Slide 7589, P.R.T.C.T., Instrument Number D202297140, O.P.R.T.C.T. and a southwesterly corner of said plat called West Risinger Road Right-of-Way, being the beginning of a non-tangent curve to the left, from which a 5/8 inch iron rod with Survcon cap found bears South $5^{\circ} 37' 17''$ East, a distance of 0.55 feet;
- (104) **THENCE** along said non-tangent curve to the left, the north line of said Summer Creek Ranch, the south line of said plat called West Risinger Road Right-of-Way, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 265.71 feet, through a central angle of $6^{\circ} 30' 22''$, a radius of 2,340.00 feet, and a chord which bears South $82^{\circ} 43' 40''$ West, a long chord of 265.57 feet to a corner from which a 5/8 inch iron rod with Survcon cap found bears South $3^{\circ} 44' 02''$ West, a distance of 0.51 feet;
- (105) **THENCE** South $79^{\circ} 28' 29''$ West, continuing along the north line of said Summer Creek Ranch, the south line of said plat called West Risinger Road Right-of-Way, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 910.47 feet to a 5/8 inch iron rod with Survcon cap found in the north line of Summer Creek Ranch, recorded in Cabinet A, Slide 8482, P.R.T.C.T., Instrument Number D203240178, O.P.R.T.C.T., being the beginning of a tangent curve to the right;
- (106) **THENCE** along said tangent curve to the right, along the north line of said Summer Creek Ranch, the south line of said plat called West Risinger Road Right-of-Way, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 471.56 feet, through a central angle of $4^{\circ} 51' 34''$, a radius of 5,560.00 feet, and a chord which bears South $81^{\circ} 54' 16''$ West, a long chord of 471.42 feet to a 5/8 inch iron rod with TranSystems cap set being a northwesterly corner of said Summer Creek Ranch and a southeasterly corner of said plat called West Risinger Road Right-of-Way;
- (107) **THENCE** South $84^{\circ} 41' 42''$ West, crossing a portion of said plat called West Risinger Road Right-of-Way, along said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 70.00 feet to the northeast corner of Summer Creek Ranch, recorded in Cabinet A, Slide 9122, P.R.T.C.T., Instrument Number D204107658, O.P.R.T.C.T. and a southwesterly corner of said plat called West Risinger Road Right-of-Way, being the beginning of a non-tangent curve to the right from which an "X" cut found bears North $44^{\circ} 08' 19''$ East, a distance of 0.33 feet;

- (108) **THENCE** along said non-tangent curve to the right, the north line of said Summer Creek Ranch, the south line of said plat called West Risinger Road Right-of-Way, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 386.82 feet, through a central angle of $3^{\circ} 59' 10''$, a radius of 5,560.00 feet, and a chord which bears South $87^{\circ} 02' 55''$ West, a long chord of 386.74 feet to a corner from which a 5/8 inch iron rod with Survcon cap found bears North $33^{\circ} 44' 20''$ East, a distance of 0.40 feet;
- (109) **THENCE** South $89^{\circ} 02' 30''$ West, continuing along the north line of said Summer Creek Ranch, the south line of said plat called West Risinger Road Right-of-Way, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 882.83 feet to an "X" cut set in the north line of said Final Plat of Summer Creek South, recorded in Cabinet A, Slide 11030, P.R.T.C.T., Instrument Number D206108553, O.P.R.T.C.T. and the south line of right-of-way dedicated by said Summer Creek South;
- (110) **THENCE** North $89^{\circ} 22' 05''$ West, along the north line of said Summer Creek South, the south line of right-of-way dedicated by said Summer Creek South, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 278.45 feet to a 5/8 inch iron rod with RPLS 4224 cap being the beginning of a tangent curve to the left;
- (111) **THENCE** along said tangent curve to the left, continuing along the north line of said Summer Creek South, the south line of right-of-way dedicated by said Summer Creek South, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 550.01 feet, through a central angle of $27^{\circ} 17' 03''$, a radius of 1,155.00 feet, and a chord which bears South $76^{\circ} 59' 23''$ West, a long chord of 544.83 feet to 5/8 inch iron rod with RPLS 4224 cap found being the beginning of a tangent curve to the right;
- (112) **THENCE** along said tangent curve to the right, continuing along the north line of said Summer Creek South, the south line of right-of-way dedicated by said Summer Creek South, said south right-of-way line of West Risinger Road and the south line of herein described tract, at an arc length of 4.76 feet passing a 5/8 inch iron rod with RPLS 4224 cap found, in all an arc length of 612.55 feet, through a central angle of $14^{\circ} 52' 17''$, a radius of 2,360.00 feet, and a chord which bears South $70^{\circ} 47' 02''$ West, a long chord of 610.83 feet to an "X" cut found being a northwesterly corner of Final Plat of Summer Creek South Phase Four, recorded in Instrument Number D216223520, O.P.R.T.C.T. and the northeast corner of Final Plat of Summer Creek Drive and McPherson Boulevard Right-of-Way, recorded in Instrument Number D213105897, O.P.R.T.C.T. at the intersection of said south right-of-way line of West Risinger Road and said east right-of-way line of Summer Creek Drive;
- (113) **THENCE** South $78^{\circ} 31' 06''$ West, crossing a portion of said Final Plat of Summer Creek Drive and McPherson Boulevard Right-of-Way and said right-of-way of Summer Creek Drive, along said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 256.11 feet, to a 5/8 inch iron rod with TranSystems cap set being a northeasterly corner of a tract of land described by deed to Total E&P USA Barnett, LLC, recorded in Instrument Number D216266568, O.P.R.T.C.T. in the south line of said City of Fort Worth right-of-way easement recorded in Instrument Number D206245569, O.P.R.T.C.T. at the intersection of said south right-of-way line of West Risinger Road and the west right-of-way line of Summer Creek Drive;

- (114) **THENCE** South 80° 25' 44" West, along the north line of said Total E&P tract, the south line of said City of Fort Worth right-of-way easement, said south right-of-way line of West Risinger Road and the south line of herein described tract, a distance of 43.51 feet, to a 1/2 inch iron rod with Weir & Associates cap found being the beginning of a tangent curve to the right;
- (115) **THENCE** along said tangent curve to the right, continuing along the north line of said Total E&P tract, the south line of said City of Fort Worth right-of-way easement, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 139.05 feet, through a central angle of 3° 40' 36", a radius of 2,167.00 feet, and a chord which bears South 82° 16' 02" West, a long chord of 139.03 feet to a 1/2 inch iron rod with Weir & Associates cap found being the beginning of a tangent curve to the right;
- (116) **THENCE** along said tangent curve to the right, continuing along the north line of said Total E&P tract, the south line of said City of Fort Worth right-of-way easement, said south right-of-way line of West Risinger Road and the south line of herein described tract, an arc length of 4.92 feet, through a central angle of 0° 27' 45", a radius of 609.50 feet, and a chord which bears South 84° 20' 11" West, a long chord of 4.92 feet to a 5/8 inch iron rod with TranSystems & Associates cap set being the southwest corner of herein described tract;
- (117) **THENCE** North 5° 25' 56" West, crossing said City of Fort Worth right-of-way easement and said right-of-way line of West Risinger Road, along the west line of herein described tract, a distance of 122.11 feet to the **POINT OF BEGINNING**, containing 53.719 acres (2,339,998 square feet) of land, more or less.

NOTE: Basis of bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum 1983 (NAD 83)(2007) with all distances adjusted to surface by project combined scale factor of 0.9998802448.

NOTE: Plat to accompany this legal description

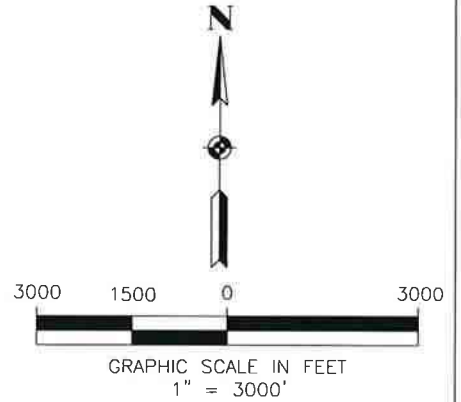
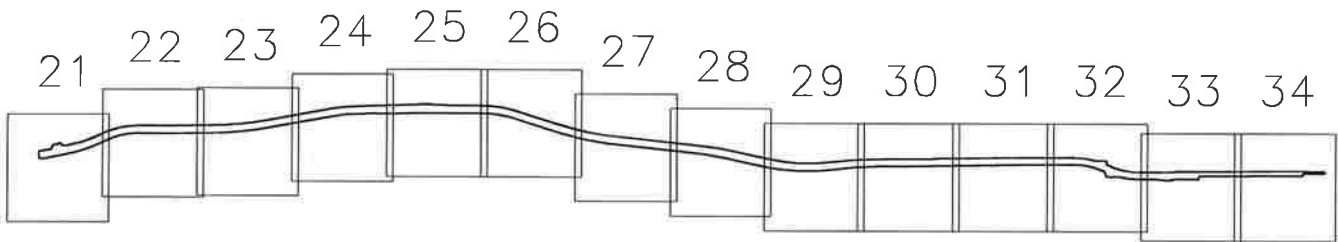
I, Daniel M. Putman, a Registered Professional Land Surveyor in the State of Texas, hereby state that this survey was made from an actual on the ground survey performed in August, 2020 under my supervision, that all monuments exist as shown hereon and this survey substantially conforms with the current professional and technical standards set forth by the Texas Board of Professional Engineers and Land Surveyors.



Daniel M. Putman
Registered Professional Land Surveyor
Texas Registration Number 6729
Texas Surveying Firm 10038300
TranSystems Corporation
500 West 7th Street, Suite 1100
Fort Worth, TX 76102



SHEET LAYOUT

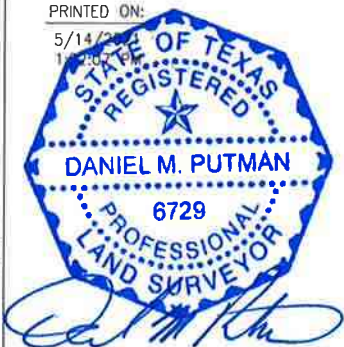


500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO: P202090330
SCALE: 1" = 3000'
DATE: 12-14-2020
DRAWN BY: DMP
CHECKED BY: KDE
REVISED DATE: 5-14-2021

PRINTED ON:

5/14/2021
11:30 AM



SHEET TITLE

EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

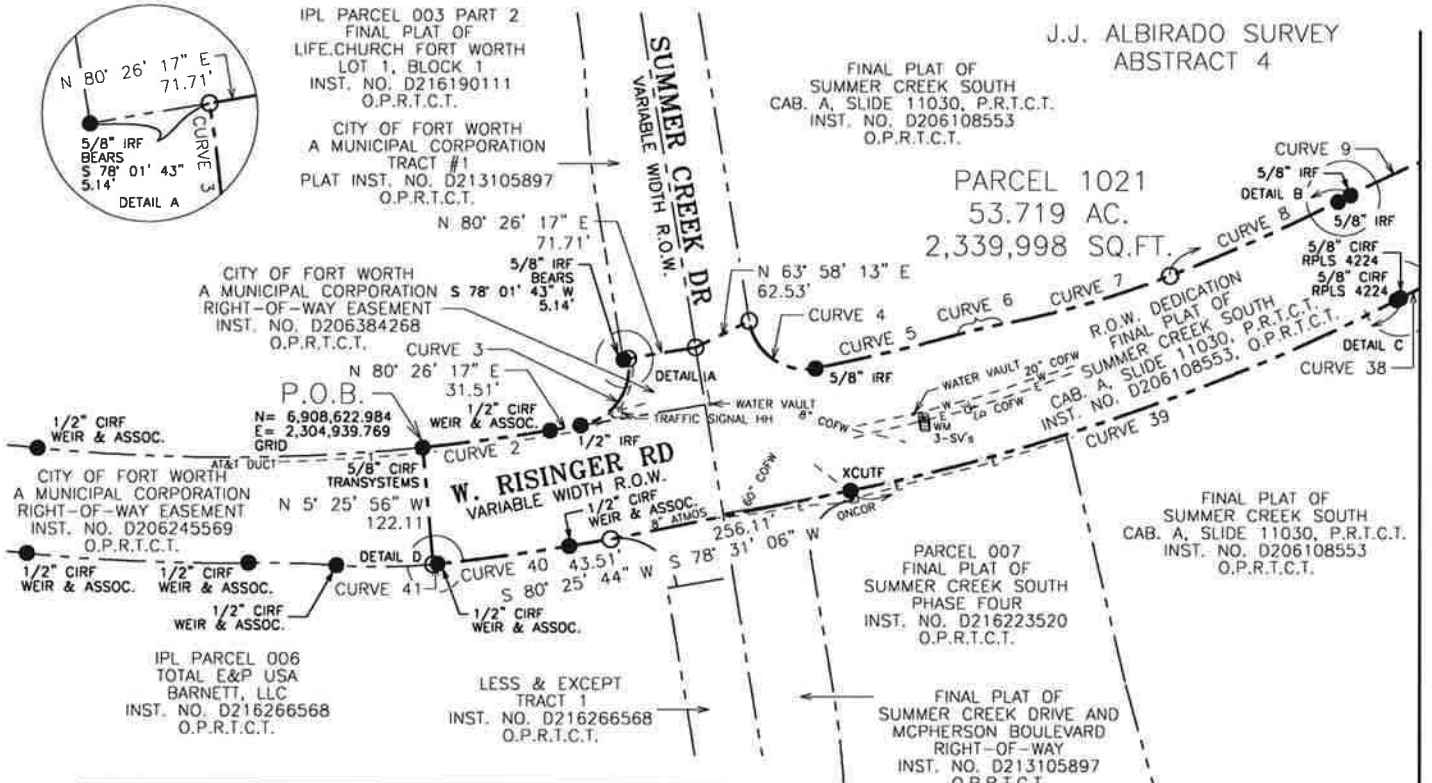
PROJECT

INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983
(NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY
PROJECT COMBINED SCALE FACTOR 0.9998802448

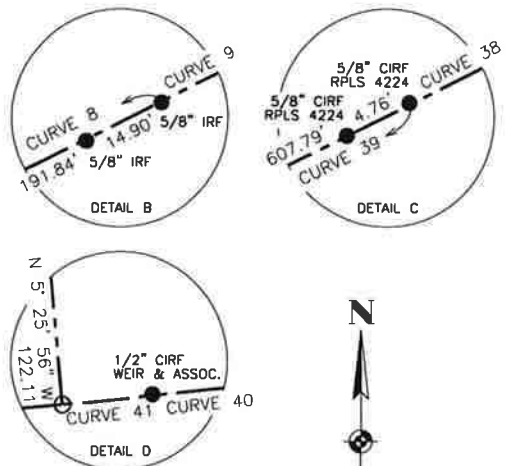
EXHIBIT "A"
PARCEL 1021

J.J. ALBRADO SURVEY
ABSTRACT 4



SEE SHEET 22

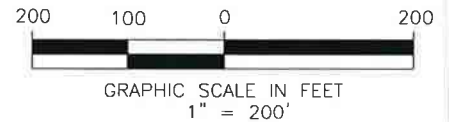
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	LONG CHORD
2	3' 47' 14" (LT)	2,045.00	135.17	N 82° 19' 53" E	135.15
3	90° 00' 00" (LT)	60.29	94.70	N 35° 26' 17" E	85.26
4	91° 58' 53" (LT)	60.00	96.32	S 55° 33' 48" E	86.31
5	3° 51' 27" (LT)	2,228.00	150.00	N 76° 31' 02" E	149.97
6	4° 38' 51" (RT)	610.00	49.48	N 76° 54' 44" E	49.47
7	10° 35' 59" (LT)	990.00	183.15	N 73° 56' 10" E	182.89
8	5° 17' 17" (LT)	2,240.00	206.74	N 65° 59' 32" E	206.67
9	27° 17' 03" (RT)	1,275.00	607.15	N 76° 59' 24" E	601.43
38	27° 17' 03" (LT)	1,155.00	550.01	S 76° 59' 23" W	544.83
39	14° 52' 17" (RT)	2,360.00	612.55	S 70° 47' 02" W	610.83
40	3° 40' 36" (RT)	2,167.00	139.05	S 82° 16' 02" W	139.03
41	0° 27' 45" (RT)	609.50	4.92	S 84° 20' 11" W	4.92



- NOTES:
 1. KNOWN UNDERGROUND UTILITIES SHOWN ARE QUALITY LEVEL B AND D SUE (09-20-2016).
 2. LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRS STAMPED TRANSYSTEMS



TranSystems

500 WEST SEVENTH STREET
 SUITE 1100
 FORT WORTH, TX 76102
 (817) 339-8950 (TEL)
 (817) 549-7524 (FAX)
 TX SURV FIRM NO. 10038300

PROJ NO:	P202090330
SCALE:	1" = 200'
DATE:	12-14-2020
DRAWN BY:	DMP
CHECKED BY:	KDE
REVISED DATE:	5-14-2021

PRINTED ON:
5/14/2021
1:52:27 PM

DANIEL M. PUTMAN
6729
PROFESSIONAL
LAND SURVEYOR

SHEET TITLE
 EXHIBIT "A"
 SEGMENT 9, PARCEL 1021
 WEST RISINGER ROAD

PROJECT
 INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9998802448

EXHIBIT "A"
PARCEL 1021

R.J. WARE SURVEY
ABSTRACT 2008

A. CASTELLO SURVEY
ABSTRACT 272

FINAL PLAT OF
SUMMER CREEK SOUTH
CAB. A, SLIDE 8806, P.R.T.C.T.
INST. NO. D203434631
O.P.R.T.C.T.

SUMMER CREEK RANCH
CAB. A, SLIDE 6341, P.R.T.C.T.
INST. NO. D200287466
O.P.R.T.C.T.

SUMMER CREEK SOUTH
CAB. A, SLIDE 11030, P.R.T.C.T.
INST. NO. D206108553
O.P.R.T.C.T.

R.O.W. DEDICATION
FINAL PLAT OF
SUMMER CREEK SOUTH
CAB. A, SLIDE 8806, P.R.T.C.T.
INST. NO. D203434631
O.P.R.T.C.T.

PARCEL 1021
53.719 AC.
2,339,998 SQ.FT.

S 89° 22' 05" E 276.79'

N 89° 02' 30" E 881.15'

1/2" CIRF
ILLEGIBLE

WEST RISINGER ROAD RIGHT-OF-WAY
CAB. A, SLIDE 6286, P.R.T.C.T.
INST. NO. D200265139
O.P.R.T.C.T.

W. RISINGER RD
VARIABLE WIDTH R.O.W.

N 89° 22' 05" W 278.45'

S 89° 02' 30" W 882.83'

R.O.W. DEDICATION
FINAL PLAT OF
SUMMER CREEK SOUTH
CAB. A, SLIDE 11030, P.R.T.C.T.
INST. NO. D206108553
O.P.R.T.C.T.

FINAL PLAT OF
SUMMER CREEK SOUTH
CAB. A, SLIDE 11030, P.R.T.C.T.
INST. NO. D206108553
O.P.R.T.C.T.

SUMMER CREEK RANCH
CAB. A, SLIDE 9122, P.R.T.C.T.
INST. NO. D204107658
O.P.R.T.C.T.

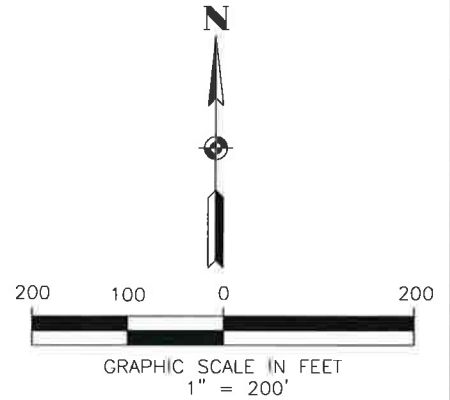
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	LONG CHORD
9	27° 17' 03" (RT)	1,275.00	607.15	N 76° 59' 24" E	601.43
38	27° 17' 03" (LT)	1,155.00	550.01	S 76° 59' 23" W	544.83

J.J. ALBRADO
SURVEY
ABSTRACT 4

NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRFS STAMPED TRANSYSTEMS
- = X-CUT SET



TranSystems

500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO:	P202090330
SCALE:	1" = 200'
DATE:	12-14-2020
DRAWN BY:	DMP
CHECKED BY:	KDE
REVISED DATE:	5-14-2021

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5/14/2021
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Daniel M. Putman

SHEET TITLE
EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT
INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983
(NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY
PROJECT COMBINED SCALE FACTOR 0.9998802448

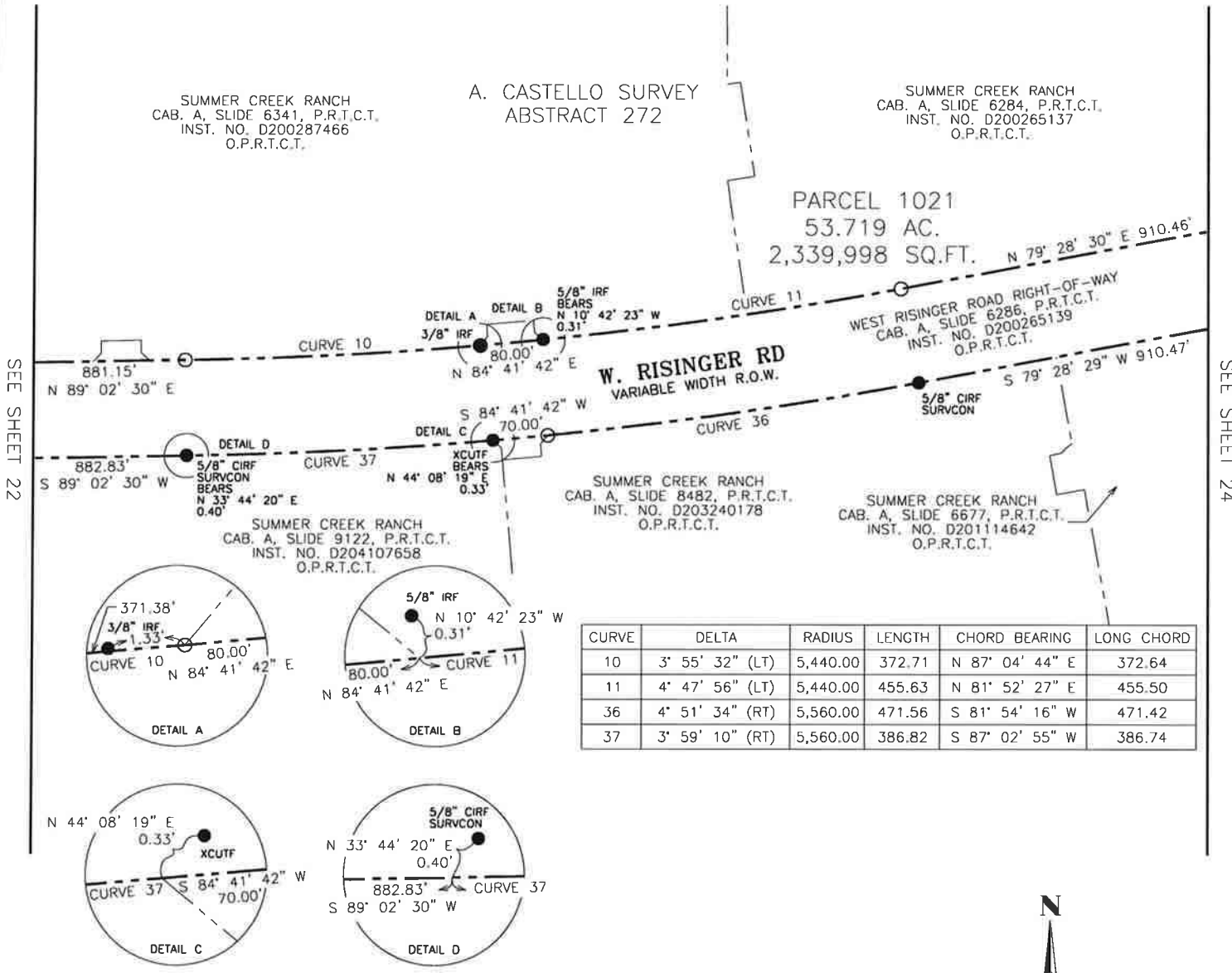
EXHIBIT "A"
PARCEL 1021

SUMMER CREEK RANCH
CAB. A, SLIDE 6341, P.R.T.C.T.
INST. NO. D200287466
O.P.R.T.C.T.

A. CASTELLO SURVEY
ABSTRACT 272

SUMMER CREEK RANCH
CAB. A, SLIDE 6284, P.R.T.C.T.
INST. NO. D200265137
O.P.R.T.C.T.

PARCEL 1021
53.719 AC.
2,339,998 SQ.FT.



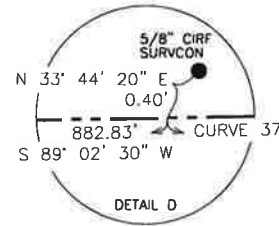
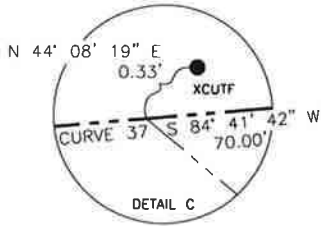
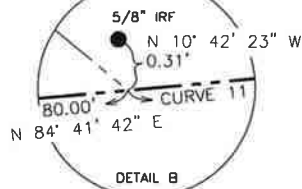
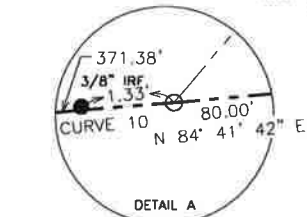
SEE SHEET 22

SEE SHEET 24

SUMMER CREEK RANCH
CAB. A, SLIDE 8482, P.R.T.C.T.
INST. NO. D203240178
O.P.R.T.C.T.

SUMMER CREEK RANCH
CAB. A, SLIDE 6677, P.R.T.C.T.
INST. NO. D201114642
O.P.R.T.C.T.

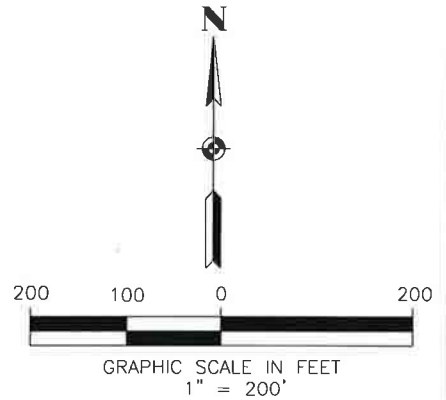
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	LONG CHORD
10	3° 55' 32" (LT)	5,440.00	372.71	N 87° 04' 44" E	372.64
11	4° 47' 56" (LT)	5,440.00	455.63	N 81° 52' 27" E	455.50
36	4° 51' 34" (RT)	5,560.00	471.56	S 81° 54' 16" W	471.42
37	3° 59' 10" (RT)	5,560.00	386.82	S 87° 02' 55" W	386.74



NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRF STAMPED TRANSYSTEMS

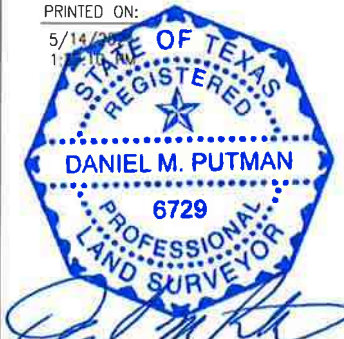


500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO: P202090330
SCALE: 1" = 200'
DATE: 12-14-2020
DRAWN BY: DMP
CHECKED BY: KDE
REVISED DATE: 5-14-2021

PRINTED ON:

5/14/2021
12:21:00 PM



SHEET TITLE

EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT

INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983
(NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY
PROJECT COMBINED SCALE FACTOR 0.9998802448

EXHIBIT "A"
PARCEL 1021

A. CASTELLO SURVEY
ABSTRACT 272

PARCEL 1021
53.719 AC.
2,339,998 SQ.FT.

SUMMER CREEK RANCH
CAB. A, SLIDE 6284, P.R.T.C.T.
INST. NO. D200265137
O.P.R.T.C.T.

STONE MEADOW
COMMERCIAL ADDITION
CAB. A, SLIDE 8215, P.R.T.C.T.
INST. NO. D203092399
O.P.R.T.C.T.

WEST RISINGER ROAD AND
SOUTH HULEN STREET
VOL. 388-204, PG. 89, P.R.T.C.T.
INST. NO. D186045378
O.P.R.T.C.T.

WEST RISINGER ROAD RIGHT-OF-WAY
CAB. A, SLIDE 6286, P.R.T.C.T.
INST. NO. D200265139
O.P.R.T.C.T.

SUMMER CREEK RANCH
CAB. A, SLIDE 6677, P.R.T.C.T.
INST. NO. D201114642
O.P.R.T.C.T.

SUMMER CREEK RANCH
CAB. A, SLIDE 7589, P.R.T.C.T.
INST. NO. D202297140
O.P.R.T.C.T.

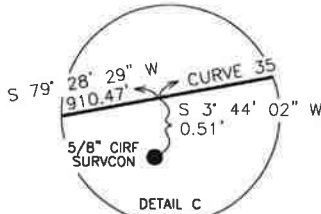
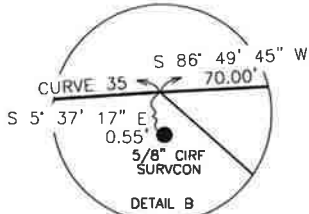
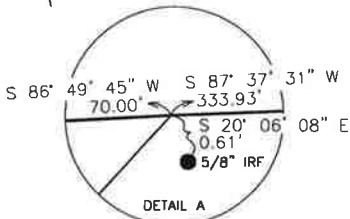
SUMMER CREEK RANCH
CAB. A, SLIDE 9480, P.R.T.C.T.
INST. NO. D204251919
O.P.R.T.C.T.

RISINGER ADDITION
CAB. A, SLIDE 11220, P.R.T.C.T.
INST. NO. D206181937
O.P.R.T.C.T.

RISINGER ADDITION
CAB. A, SLIDE 9526, P.R.T.C.T.
INST. NO. D204277194
O.P.R.T.C.T.

W. RISINGER RD
VARIABLE WIDTH R.O.W.

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	LONG CHORD
12	6° 32' 52" (RT)	2,460.00	281.13	N 82° 44' 55" E	280.98
13	2° 21' 22" (RT)	10,460.00	430.15	N 88° 30' 48" E	430.12
33	1° 06' 34" (RT)	10,328.00	200.00	S 89° 10' 56" W	200.00
34	0° 23' 03" (LT)	10,340.00	69.35	S 87° 49' 04" W	69.35
35	6° 30' 22" (LT)	2,340.00	265.71	S 82° 43' 40" W	265.57



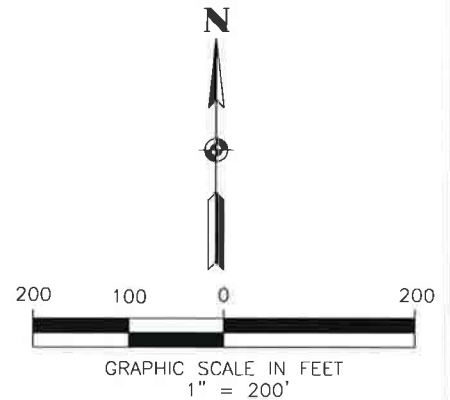
SEE SHEET 23

SEE SHEET 25

NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRS STAMPED TRANSYSTEMS



500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO: P202090330
SCALE: 1" = 200'
DATE: 12-14-2020
DRAWN BY: DMP
CHECKED BY: KDE
REVISED DATE: 5-14-2021

PRINTED ON:



SHEET TITLE

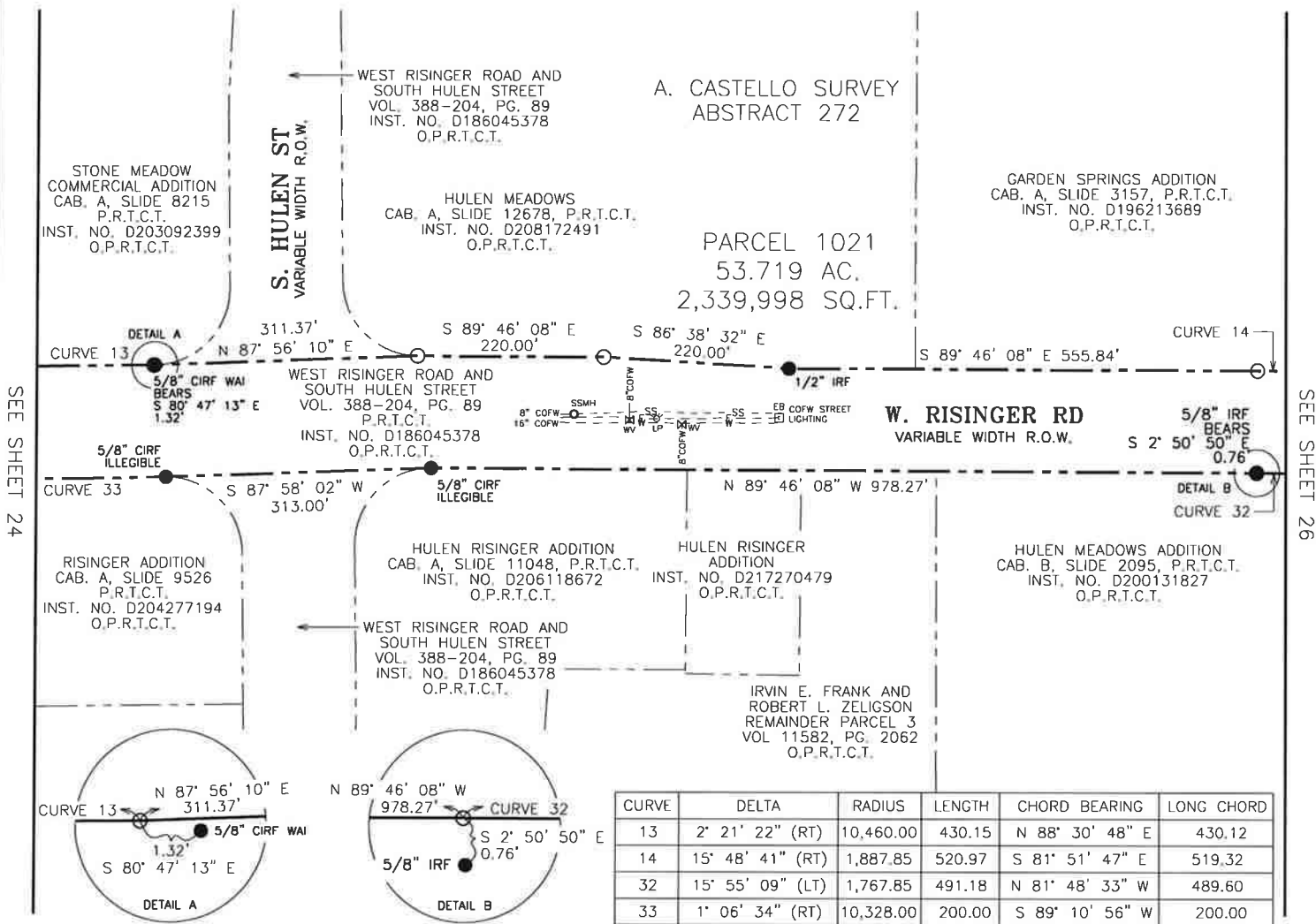
EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT

INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983
(NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY
PROJECT COMBINED SCALE FACTOR 0.9998802448

EXHIBIT "A"
PARCEL 1021



SEE SHEET 24

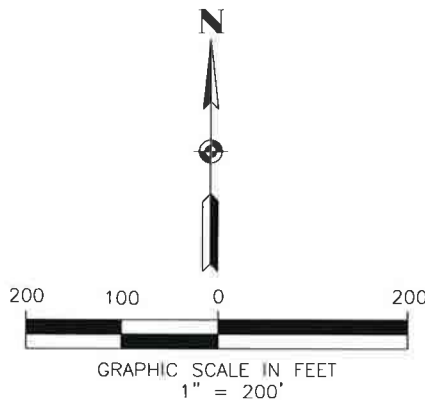
SEE SHEET 26

NOTES:

1. KNOWN UNDERGROUND UTILITIES SHOWN ARE QUALITY LEVEL B SUE (09-20-2016).
2. LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRTS STAMPED TRANSYSTEMS



TranSystems

500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL.)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO:	P202090330
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DATE:	12-14-2020
DRAWN BY:	DMP
CHECKED BY:	KDE
REVISED DATE:	5-14-2021

PRINTED ON:
5/14/2021
1:27:12 PM

STATE OF TEXAS
REGISTERED
DANIEL M. PUTMAN
6729
PROFESSIONAL
LAND SURVEYOR

SHEET TITLE

EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT

INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9998802448

EXHIBIT "A"
PARCEL 1021

A. CASTELLO SURVEY
ABSTRACT 272

GARDEN SPRINGS ADDITION
CAB. A, SLIDE 3157, P.R.T.C.T.
INST. NO. D196213689
O.P.R.T.C.T.

GARDEN SPRING ADDITION
CAB. A, SLIDE 2620, P.R.T.C.T.
INST. NO. D195230316
O.P.R.T.C.T.

PARCEL 1021
53.719 AC.
2,339,998 SQ.FT.

HULEN MEADOWS ADDITION
CAB. B, SLIDE 2095, P.R.T.C.T.
INST. NO. D200131827
O.P.R.T.C.T.

WEST RISINGER ROAD AND
SOUTH HULEN STREET
VOL. 388-204, PG. 89, P.R.T.C.T.
INST. NO. D186045378
O.P.R.T.C.T.

W. RISINGER RD
VARIABLE WIDTH R.O.W.

FOX RUN ADDITION
CAB. A, SLIDE 4630, P.R.T.C.T.
INST. NO. D198267030
O.P.R.T.C.T.

SEE SHEET 25

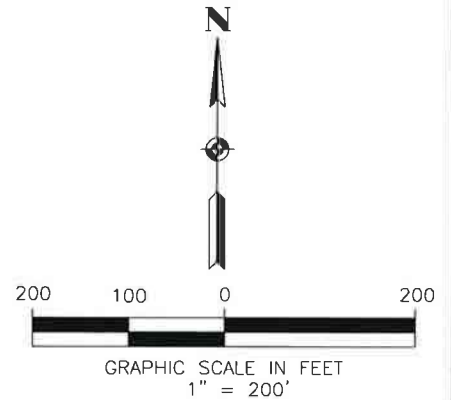
SEE SHEET 27

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	LONG CHORD
14	15' 48' 41" (RT)	1,887.85	520.97	S 81' 51' 47" E	519.32
15	10' 51' 35" (LT)	3,614.09	685.01	S 78' 19' 55" E	683.98
31	6' 15' 36" (RT)	3,734.09	407.98	N 76' 01' 56" W	407.78
32	15' 55' 09" (LT)	1,767.85	491.18	N 81' 48' 33" W	489.60

NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRS STAMPED TRANSYSTEMS



TranSystems

500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO:	P202090330
SCALE:	1" = 200'
DATE:	12-14-2020
DRAWN BY:	DMP
CHECKED BY:	KDE
REVISED DATE:	5-14-2021

PRINTED ON:
5/14/2021
10:21 AM

Daniel M. Putman

SHEET TITLE

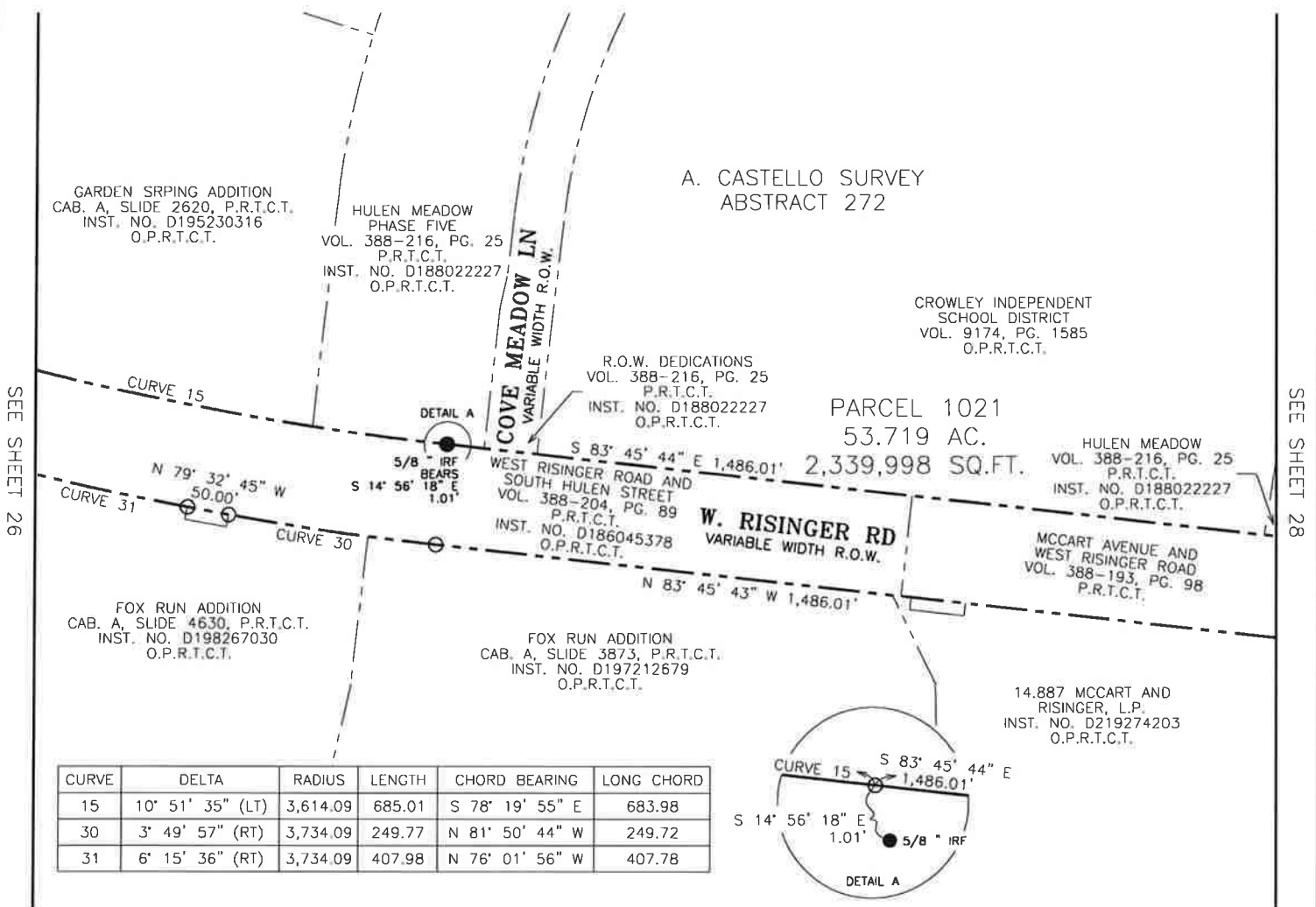
EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT

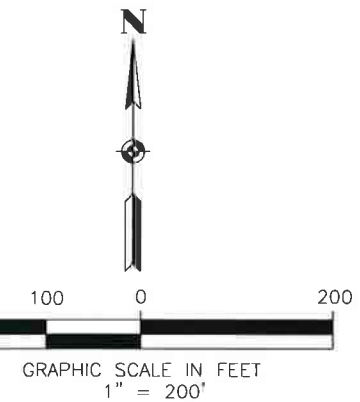
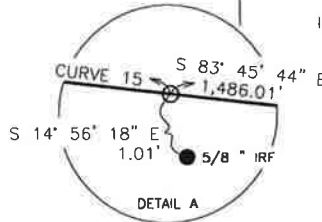
INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9998802448

EXHIBIT "A"
PARCEL 1021



CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	LONG CHORD
15	10° 51' 35" (LT)	3,614.09	685.01	S 78° 19' 55" E	683.98
30	3° 49' 57" (RT)	3,734.09	249.77	N 81° 50' 44" W	249.72
31	6° 15' 36" (RT)	3,734.09	407.98	N 76° 01' 56" W	407.78



NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRS STAMPED TRANSYSTEMS

TranSystems

500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
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(817) 549-7524 (FAX)
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REVISED DATE:	5-14-2021

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5/14/2021
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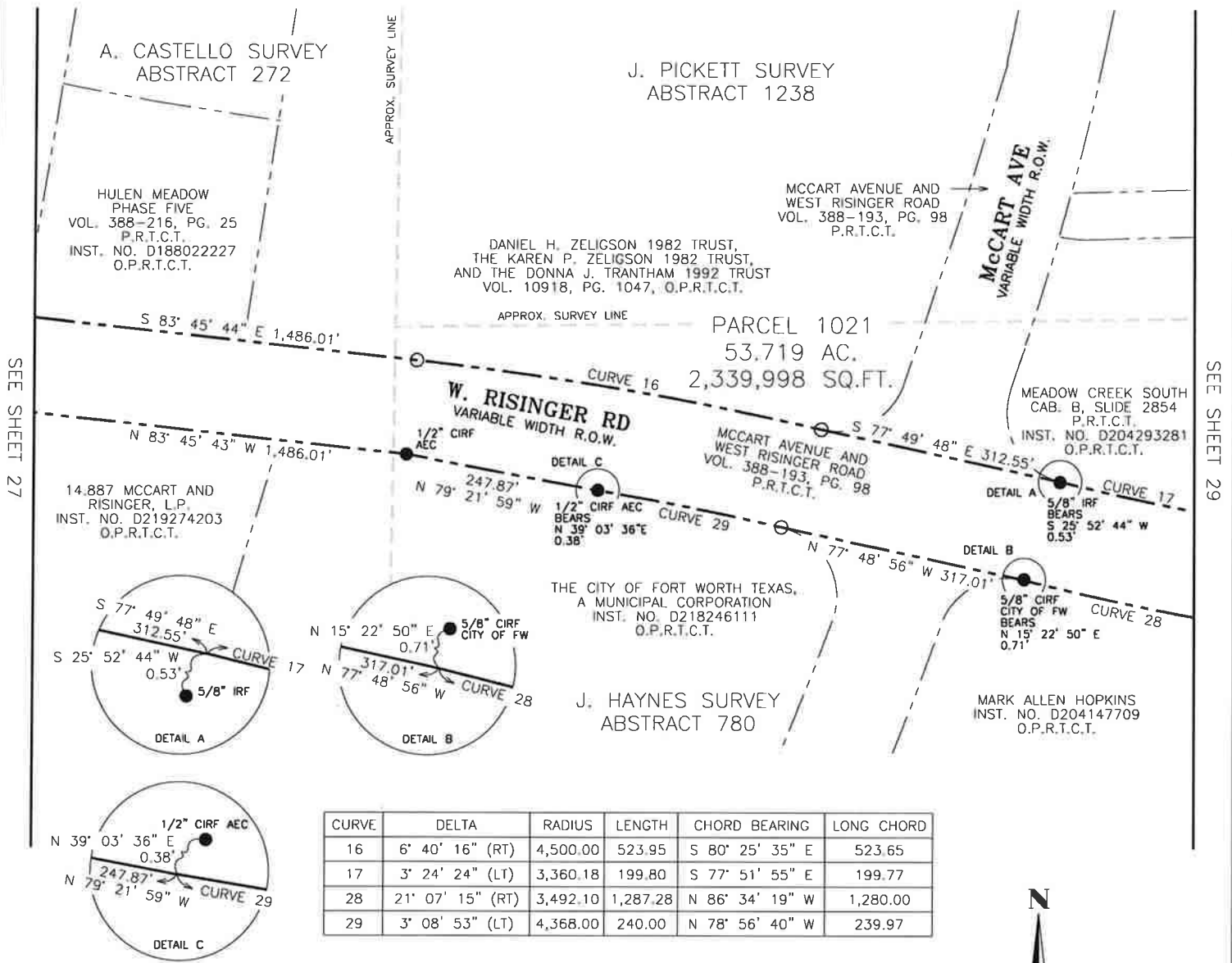
STATE OF TEXAS
REGISTERED
DANIEL M. PUTMAN
6729
PROFESSIONAL
LAND SURVEYOR

SHEET TITLE
EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

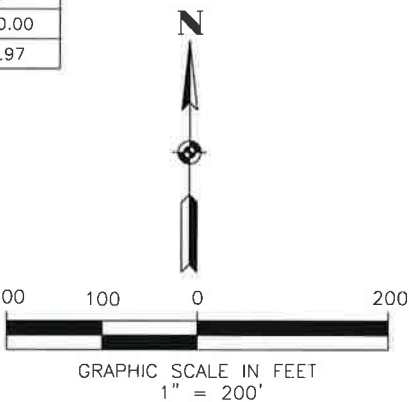
PROJECT
INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983
(NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY
PROJECT COMBINED SCALE FACTOR 0.9998802448

EXHIBIT "A"
PARCEL 1021



CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	LONG CHORD
16	6° 40' 16" (RT)	4,500.00	523.95	S 80° 25' 35" E	523.65
17	3° 24' 24" (LT)	3,360.18	199.80	S 77° 51' 55" E	199.77
28	21° 07' 15" (RT)	3,492.10	1,287.28	N 86° 34' 19" W	1,280.00
29	3° 08' 53" (LT)	4,368.00	240.00	N 78° 56' 40" W	239.97



NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
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TranSystems

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FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

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SCALE:	1" = 200'
DATE:	12-14-2020
DRAWN BY:	DMP
CHECKED BY:	KDE
REVISED DATE:	5-14-2021

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DANIEL M. PUTMAN
6729
PROFESSIONAL
LAND SURVEYOR

SHEET TITLE

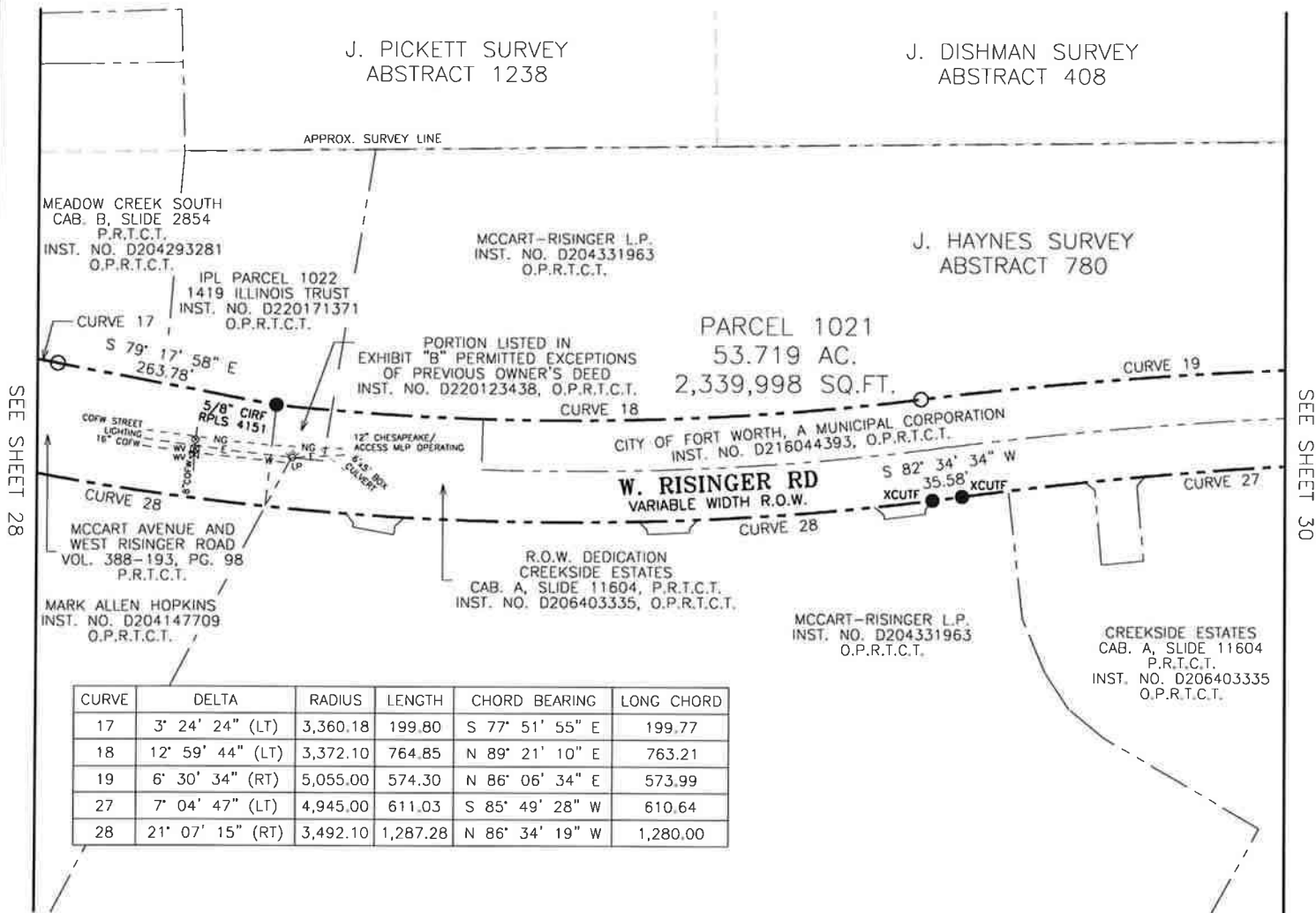
EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT

INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9998802448

EXHIBIT "A"
PARCEL 1021



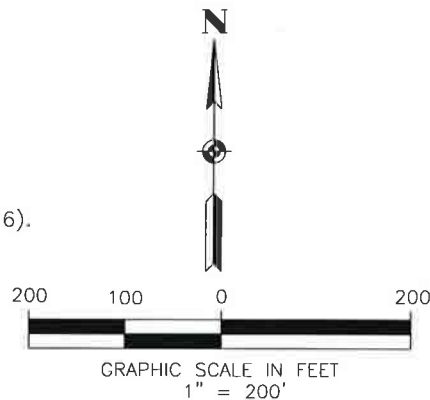
SEE SHEET 28

SEE SHEET 30

- NOTES:
1. KNOWN UNDERGROUND UTILITIES SHOWN ARE QUALITY LEVEL B AND D SUE (09-20-2016).
 2. LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRS STAMPED TRANSYSTEMS



TranSystems

500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
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TX SURV FIRM NO. 10038300

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REVISED DATE:	5-14-2021

PRINTED ON:
5/14/2021
12:21 PM

STATE OF TEXAS
REGISTERED
DANIEL M. PUTMAN
6729
PROFESSIONAL
LAND SURVEYOR

SHEET TITLE

EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT

INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9998802448

EXHIBIT "A"
PARCEL 1021

J. DISHMAN SURVEY
ABSTRACT 408

E. DISHMAN
SURVEY
ABSTRACT 407

FINAL PLAT OF
MEADOW CREEK SOUTH
CAB. A, SLIDE, 8822
P.R.T.C.T.
INST. NO. D203450603
O.P.R.T.C.T.

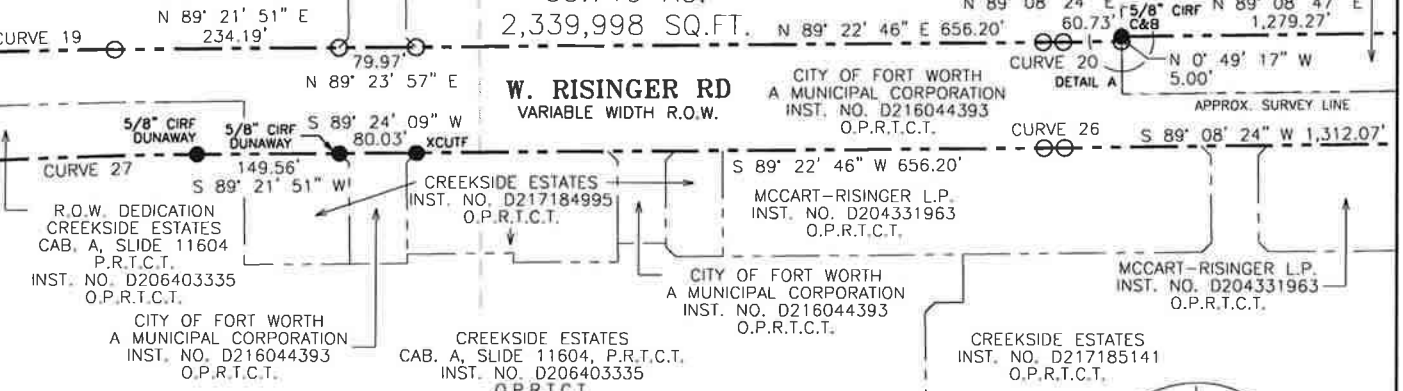
R.O.W. DEDICATION
FINAL PLAT OF
MEADOW CREEK SOUTH
CAB. A, SLIDE, 8822, P.R.T.C.T.
INST. NO. D203450603
O.P.R.T.C.T.

PARCEL 1021
53.719 AC.
2,339,998 SQ.FT.

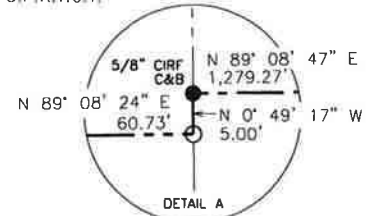
W. RISINGER RD
VARIABLE WIDTH R.O.W.

SEE SHEET 29

SEE SHEET 31



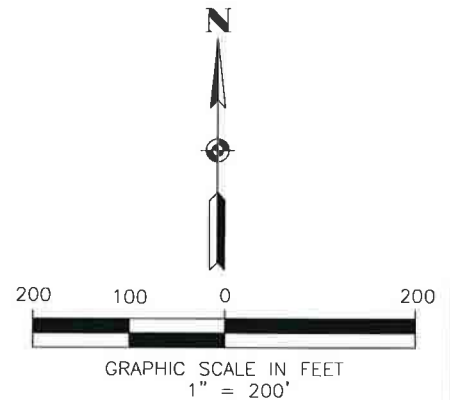
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	LONG CHORD
19	6° 30' 34" (RT)	5,055.00	574.30	N 86° 06' 34" E	573.99
20	0° 14' 23" (LT)	4,945.00	20.69	N 89° 15' 35" E	20.69
26	0° 14' 23" (RT)	5,055.00	21.15	S 89° 15' 35" W	21.15
27	7° 04' 47" (LT)	4,945.00	611.03	S 85° 49' 28" W	610.64



NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRF STAMPED TRANSYSTEMS



TranSystems

500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO:	P202090330
SCALE:	1" = 200'
DATE:	12-14-2020
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CHECKED BY:	KDE
REVISED DATE:	5-14-2021

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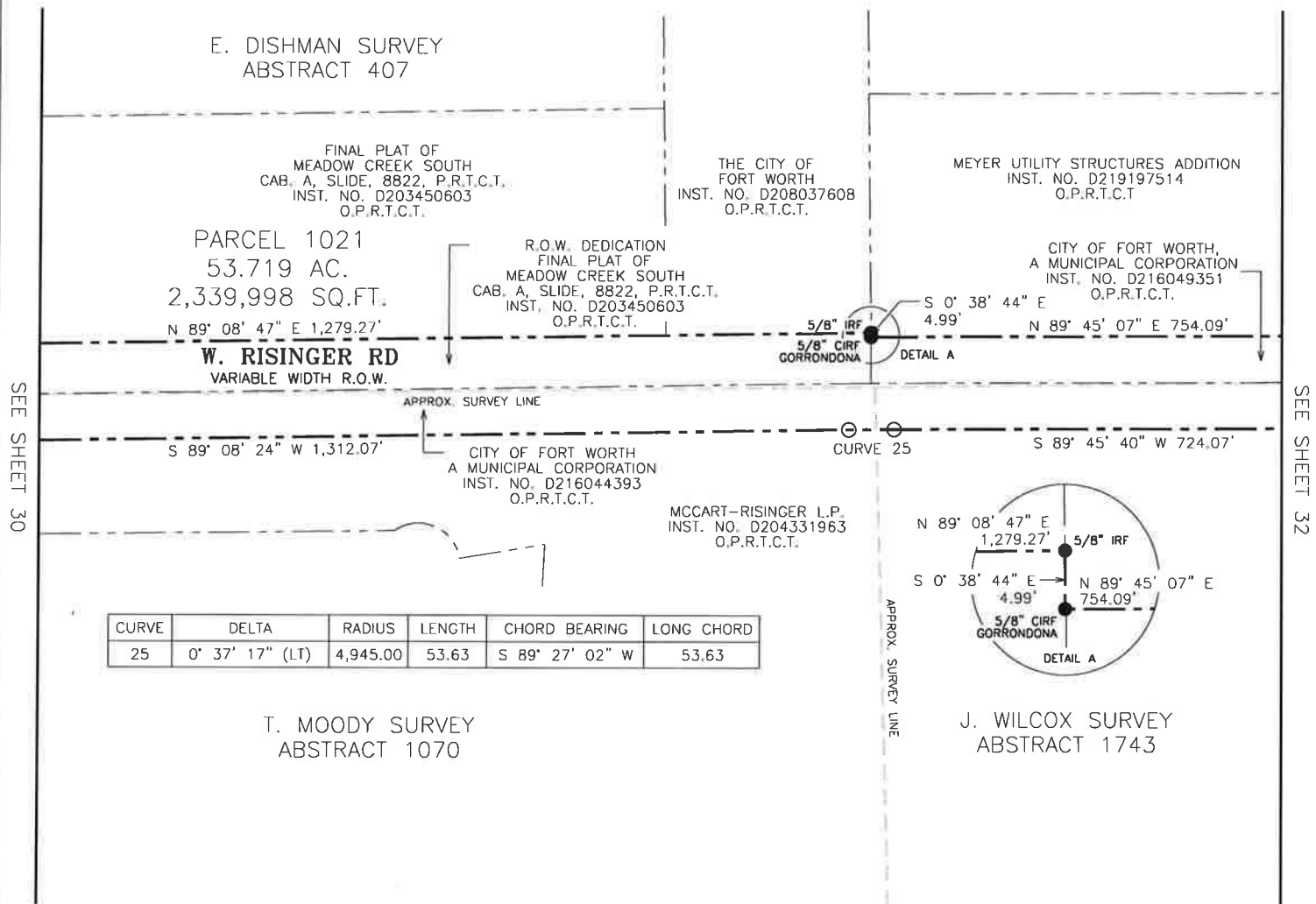
DANIEL M. PUTMAN
6729
PROFESSIONAL
LAND SURVEYOR

SHEET TITLE
EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT
INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9998802448

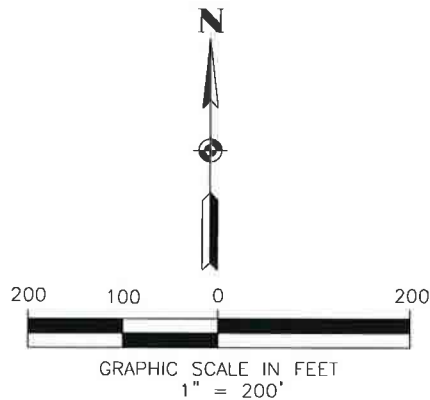
EXHIBIT "A"
PARCEL 1021



NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
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TranSystems

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DATE:	12-14-2020
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REVISED DATE:	5-14-2021

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5/14/2021
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DANIEL M. PUTMAN
6729
PROFESSIONAL
LAND SURVEYOR

SHEET TITLE

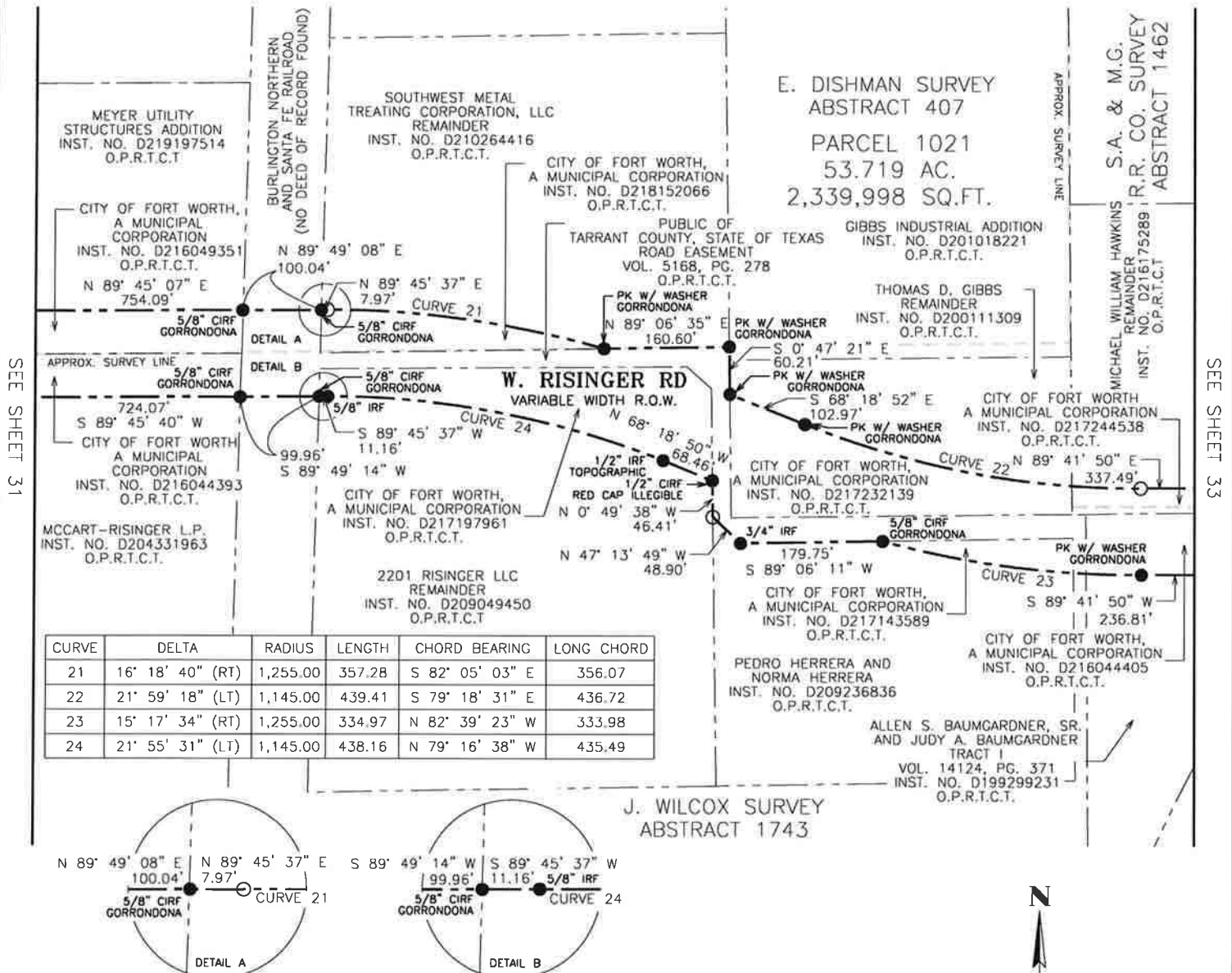
EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT

INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9998802448

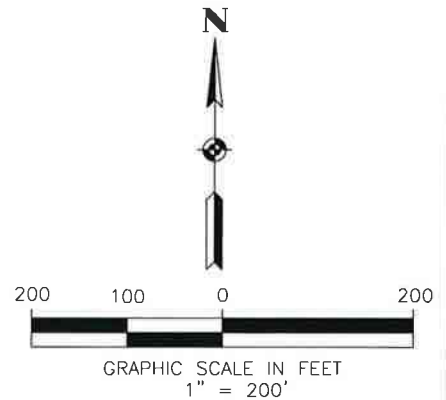
EXHIBIT "A"
PARCEL 1021



NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
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TranSystems

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SUITE 1100
FORT WORTH, TX 76102
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(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO:	P202090330
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DATE:	12-14-2020
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REVISED DATE:	5-14-2021

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5/14/2021
12:13 PM

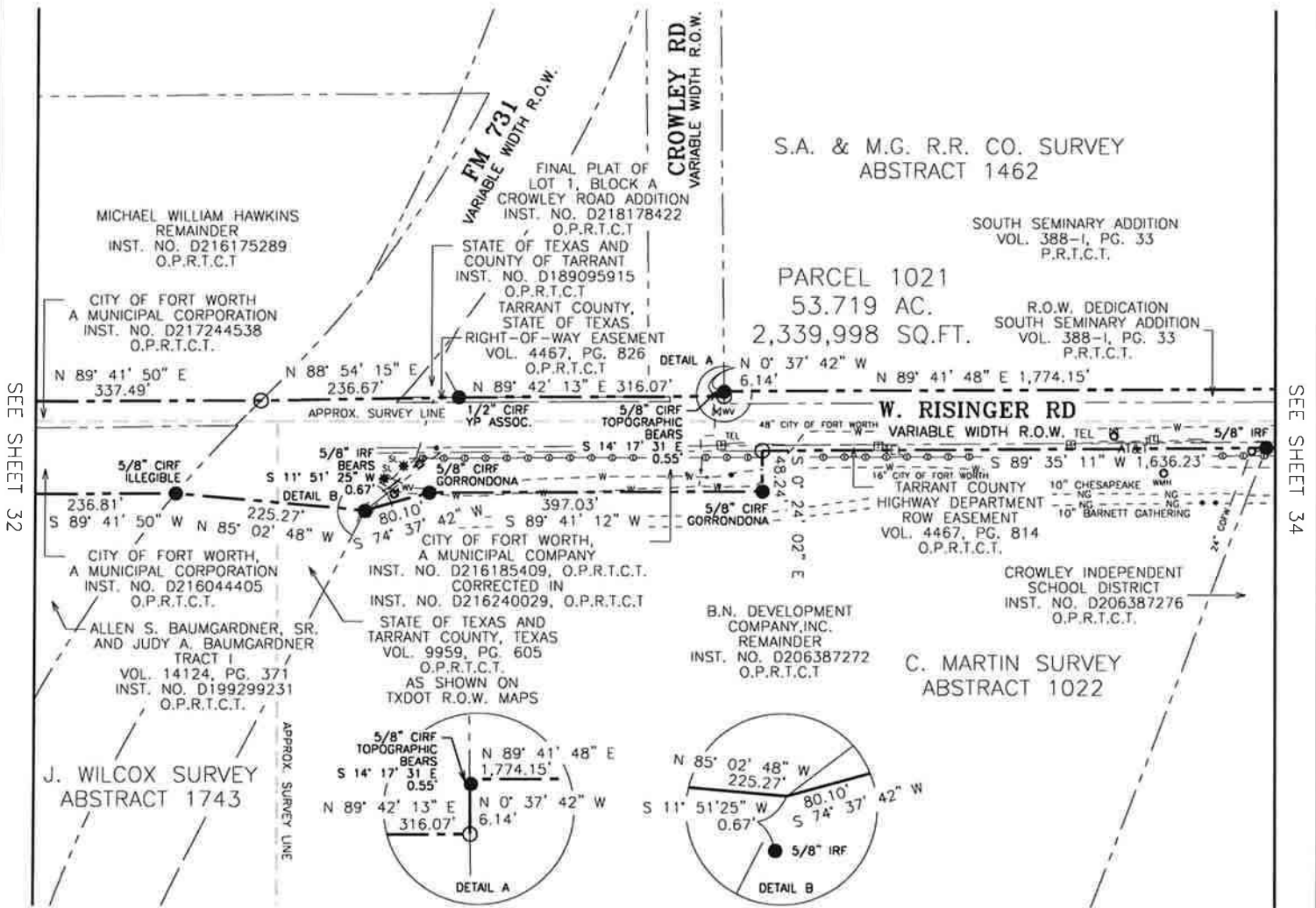
Daniel M. Putman

SHEET TITLE
EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT
INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9998802448

EXHIBIT "A"
PARCEL 1021



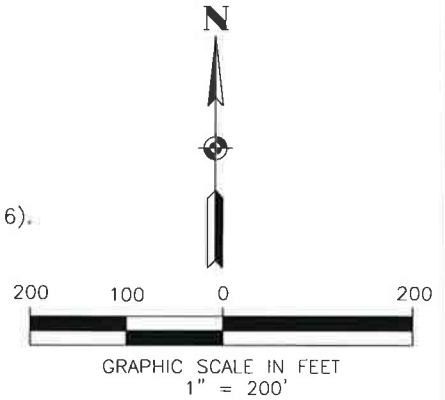
SEE SHEET 32

SEE SHEET 34

- NOTES:
1. KNOWN UNDERGROUND UTILITIES SHOWN ARE QUALITY LEVEL B AND D SUE (09-20-2016).
 2. LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

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- = 5/8" CIRS STAMPED TRANSYSTEMS



TranSystems

500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

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DATE:	12-14-2020
DRAWN BY:	DMP
CHECKED BY:	KDE
REVISED DATE:	5-14-2021

PRINTED ON:
5/14/2021
12:30 PM

DANIEL M. PUTMAN
6729
PROFESSIONAL
LAND SURVEYOR

Daniel M. Putman

SHEET TITLE	EXHIBIT "A" SEGMENT 9, PARCEL 1021 WEST RISINGER ROAD	
PROJECT	INTEGRATED PIPELINE PROJECT	
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9998802448		

EXHIBIT "A"
PARCEL 1021

S.A. & M.G. R.R. SURVEY
ABSTRACT 1462

SOUTH SEMINARY ADDITION
VOL. 388-1, PG. 33
P.R.T.C.T.

CHRISTOPHER R.
WILSHIRE
INST. NO. D214106604
O.P.R.T.C.T.

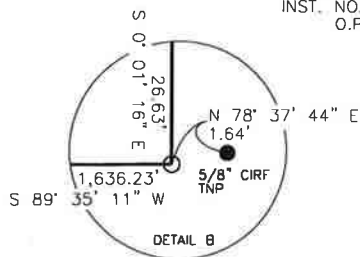
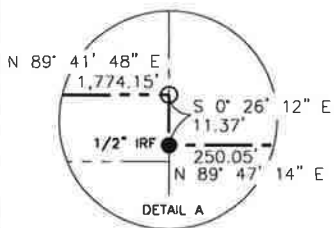
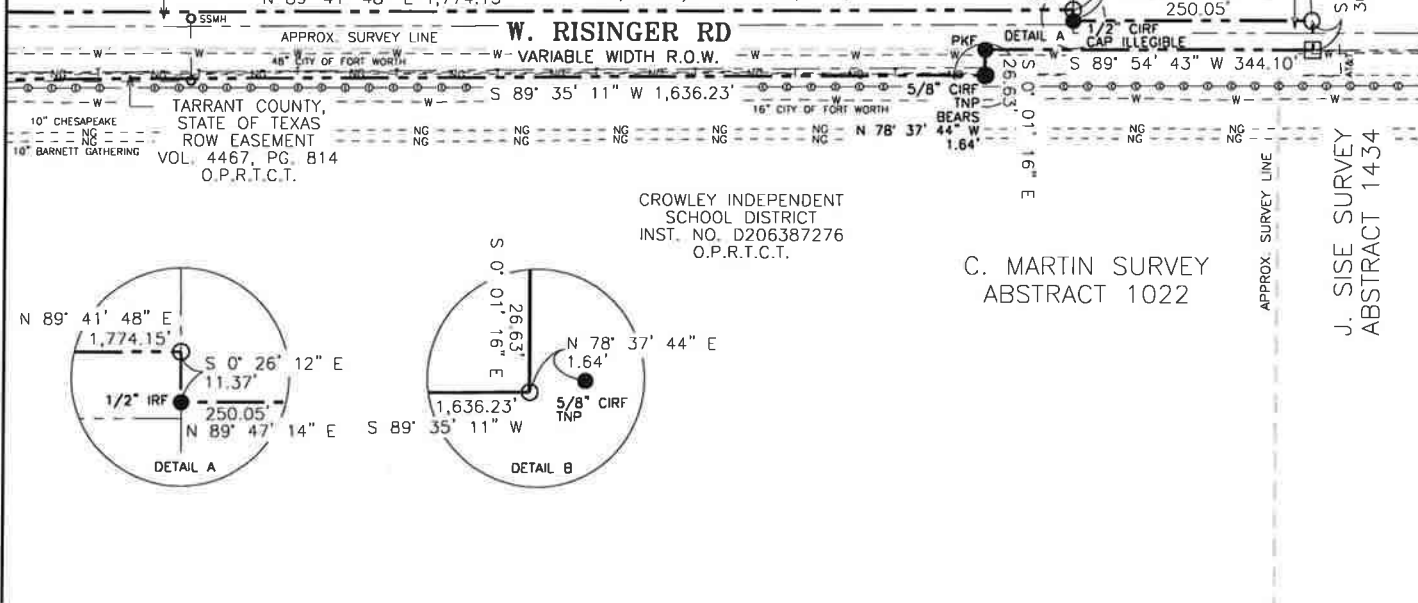
WILLSHIRE FARM, LLC
INST. NO. D214099817
O.P.R.T.C.T.

TARRANT COUNTY,
STATE OF TEXAS
R.O.W. EASEMENT
VOL. 4467, PG. 816
O.P.R.T.C.T.

PARCEL 1021
53.719 AC.
2,339,998 SQ.FT.

R.O.W. DEDICATION
SOUTH SEMINARY ADDITION
VOL. 388-1, PG. 33
P.R.T.C.T.

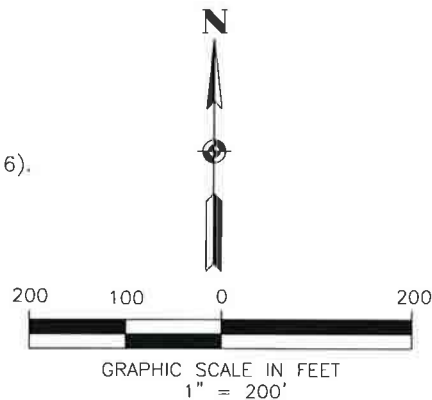
SEE SHEET 33



- NOTES:
1. KNOWN UNDERGROUND UTILITIES SHOWN ARE QUALITY LEVEL B AND D SUE (09-20-2016).
 2. LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

LEGEND

- = MARKER FOUND AS NOTED
- = 5/8" CIRS STAMPED TRANSYSTEMS
- = PK NAIL SET



500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO: P202090330
SCALE: 1" = 200'
DATE: 12-14-2020
DRAWN BY: DMP
CHECKED BY: KDE
REVISED DATE: 5-14-2021

PRINTED ON:

5/14/2021
12:24 PM



SHEET TITLE

EXHIBIT "A"
SEGMENT 9, PARCEL 1021
WEST RISINGER ROAD

PROJECT

INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983
(NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY
PROJECT COMBINED SCALE FACTOR 0.9998802448

In addition, the General Manager of TRWD or his designee is authorized to take all steps as may be reasonable and necessary to facilitate acquisition of the above-described properties for the IPL Project, with title to be held in the name of TRWD, and in connection therewith to pay all reasonable and necessary costs incurred with such acquisition. Funding for this item is included in the Bond Fund. Director Leonard seconded the motion, and the votes were 5 in favor, 0 against.

21.

With the recommendation of management and outside counsel, Director Kelleher moved to authorize the exchange of the following described land:

TRWD will partially release its floodway easement covering an approximately .5987-acre tract of land over part of Lot 1, Block 1, Trinity River Addition, an Addition to the City of Fort Worth as shown on the Plat Recorded in Cabinet B, Slide 2904, Plat Records, Tarrant County, Texas, such tract of land being further described and depicted on the survey attached as Exhibit "1" to the accompanying resolution, such survey being incorporated herein by reference (the "Release Property").

Summit Land Development, LLC, a Delaware limited liability company ("Summit"), will convey to TRWD a fee simple title to the surface estate only of a 0.6778-acre tract of land, being part of a floodway easement described in deed to Tarrant County Water Control and Improvement District No. 1 as Recorded in volume 2285, page 188, Deed Records, Tarrant County, Texas and being part of Lot 1, block 1, Trinity river Addition, an Addition to the City of Fort Worth as shown on the plat recorded in Cabinet B, slide 2904, Plat Records, Tarrant County, Texas, such tract of land being more particularly described and depicted on the survey attached as Exhibit "2" to the accompanying resolution, such survey being incorporated herein by reference (the "Fee Property").

In addition to the conveyance of the Fee Property, Summit will pay all closing costs.

EXHIBIT "1"

See attached.

EXHIBIT "A"
EASEMENT RELEASE
0.5987 ACRES/26,080 SQ. FT.

BEING A 0.5987 ACRE (26,080 SQUARE FOOT) TRACT OF LAND, BEING PART OF FLOODWAY EASEMENT DESCRIBED IN DEED TO TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT No. 1 AS RECORDED IN VOLUME 2285, PAGE 188, DEED RECORDS, TARRANT COUNTY, TEXAS AND BEING PART OF LOT 1, BLOCK 1, TRINITY RIVER ADDITION, AN ADDITION TO THE CITY OF FORT WORTH AS SHOWN ON THE PLAT RECORDED IN CABINET B, SLIDE 2904, PLAT RECORDS, TARRANT COUNTY, TEXAS. SAID 0.5987 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(BEARINGS AND COORDINATES ARE GRID BASED ON THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE" AS DETERMINED BY GPS OBSERVATIONS. THE CONVERGENCE ANGLE AT THE POINT OF COMMENCING IS 0°38'55.7". THE DISTANCES SHOWN WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136772746)

COMMENCING AT A 5/8" YELLOW PLASTIC CAPPED IRON STAMPED "MMA" PREVIOUSLY SET (N: 6,964,700.03, E: 2,334,141.70) FOR THE NORTH CORNER OF SAID LOT 1 AND BEING IN THE SOUTHEAST RIGHT-OF-WAY LINE OF EAST BELKNAP STREET (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, SOUTH 59°28'14" WEST, WITH THE COMMON NORTHWEST BOUNDARY LINE OF SAID LOT 1 AND SAID SOUTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 246.92 FEET TO THE POINT OF BEGINNING AND BEING AT THE INTERSECTION OF SAID COMMON LINE WITH THE NORTHEAST EASEMENT LINE OF SAID FLOODWAY EASEMENT;

THENCE, SOUTH 18°32'14" EAST, WITH SAID NORTHEAST EASEMENT LINE, OVER AND ACROSS SAID LOT 1, A DISTANCE OF 233.76 FEET TO A POINT IN THE COMMON SOUTHEAST BOUNDARY LINE OF SAID LOT 1 AND THE NORTHWEST RIGHT-OF-WAY LINE OF AIRPORT FREEWAY/STATE HIGHWAY No. 121 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4024.72 FEET, A DELTA ANGLE OF 01°40'35" AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 80°53'02" WEST, 117.74 FEET;

THENCE, SOUTHWESTERLY, WITH SAID COMMON LINE AND SAID NON-TANGENT CURVE TO THE LEFT, AN ARC-DISTANCE OF 117.75 FEET TO A POINT FROM WHICH A 1/2" CAPPED IRON ROD FOUND STAMPED "CBG SURVEY" FOR THE SOUTH CORNER OF SAID LOT 1 BEARS SOUTH 78°47'55" WEST, A DISTANCE OF 175.20 FEET;

THENCE, OVER AND ACROSS SAID FLOODWAY EASEMENT AND SAID LOT 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

NORTH 28°04'10" WEST, A DISTANCE OF 35.17 FEET TO A POINT, AND

NORTH 21°01'51" WEST, A DISTANCE OF 152.62 FEET TO A POINT IN THE COMMON NORTHWEST BOUNDARY LINE OF SAID LOT 1 AND THE AFORESAID SOUTHEAST RIGHT-OF-WAY LINE;

THENCE, NORTH 59°28'14" EAST, WITH SAID COMMON LINE, A DISTANCE OF 131.49 FEET TO THE **POINT OF BEGINNING** AND BEING 0.5987 ACRES OR 26,080 SQUARE FEET OF LAND, MORE OR LESS.



Timothy A. Nold 5658

2/8/2023

TIMOTHY A. NOLD
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION No. 5658

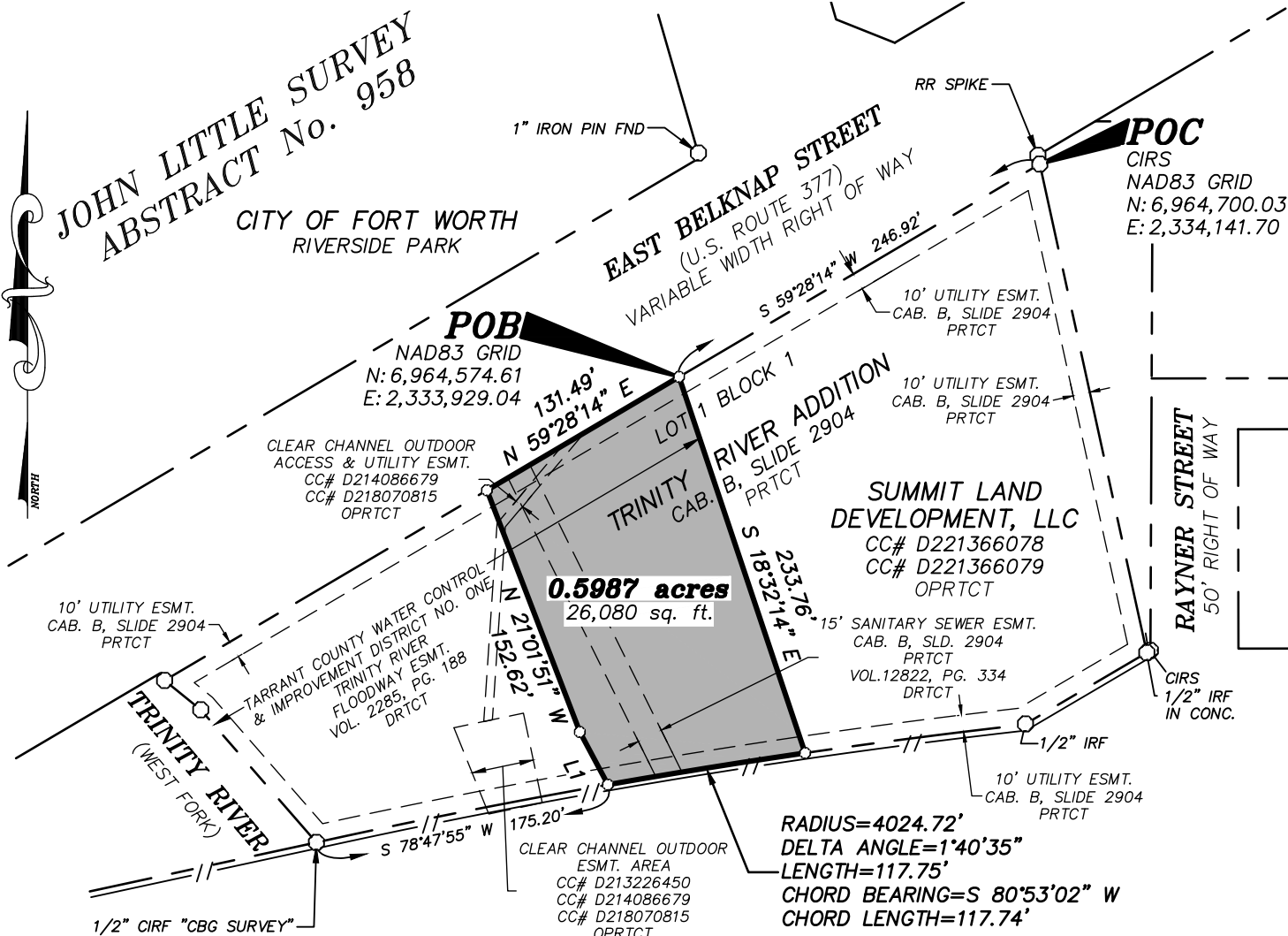
DATE

EXHIBIT "A"

TRINITY RIVER FLOODWAY EASEMENT

PART OF LOT 1, BLOCK 1, TRINITY RIVER ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET B, SLIDE 2904, PLAT RECORDS, TARRANT COUNTY, TEXAS

PLOTTED BY: JENNIFER STORZ DATE: 2/7/2023 1:56 PM PATH: P:\3402-00-01\500 Land Surveying\506 Easements\Easement Release\3402-00-01 PARTIAL ESMT RELEASE.dwg



ABBREVIATIONS

- POC POINT OF COMMENCING
- POB POINT OF BEGINNING
- IRF IRON ROD FOUND
- CIRS 5/8" YELLOW PLASTIC
CAPPED IRON ROD
SET STAMPED "MMA"
- MNS MAG NAIL SET
- CIRF CAPPED IRON ROD FOUND
- OPRTCT OFFICIAL PUBLIC RECORDS,
TARRANT COUNTY, TEXAS
- PRTCT PLAT RECORDS, TARRANT
COUNTY, TEXAS
- ESMT. EASEMENT
- // - HIGHWAY ACCESS PROHIBITED

BEARINGS AND COORDINATES ARE GRID BASED ON THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE" AS DETERMINED BY GPS OBSERVATIONS. THE CONVERGENCE ANGLE AT THE POINT OF COMMENCING IS 0°38'55.7". ALL DISTANCES HAVE BEEN ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136772746.

DATE: 02/07/2023 SCALE: 1" = 100' DRAWN BY: JMS CHECKED BY: TAN JOB. NO.: 3402-00-01

**AIRPORT FREEWAY
(STATE HWY. 121)**
(VARIABLE WIDTH RIGHT OF WAY)
VOL. 3694, PG. 102
VOL. 4020, PG. 145
DRTCT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 28°04'10" W	35.17'



civil engineering surveying landscape architecture planning

tbpls registration number: f - 2759
 tbpls registration/license number: 10088000
 519 east border
 arlington, texas 76010
 817-469-1671
 fax: 817-274-8757
 www.mmatexas.com

EXHIBIT "2"

See attached.

EXHIBIT "A"
FLOODWAY EASEMENT
0.6778 ACRES/29,523 SQ. FT.

BEING A 0.6778 ACRE (29,523 SQUARE FOOT) TRACT OF LAND, BEING PART OF A FLOODWAY EASEMENT DESCRIBED IN DEED TO TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT No. 1 AS RECORDED IN VOLUME 2285, PAGE 188, DEED RECORDS, TARRANT COUNTY, TEXAS AND BEING PART OF LOT 1, BLOCK 1, TRINITY RIVER ADDITION, AN ADDITION TO THE CITY OF FORT WORTH AS SHOWN ON THE PLAT RECORDED IN CABINET B, SLIDE 2904, PLAT RECORDS, TARRANT COUNTY, TEXAS. SAID 0.6778 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(BEARINGS AND COORDINATES ARE GRID BASED ON THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE" AS DETERMINED BY GPS OBSERVATIONS. THE CONVERGENCE ANGLE AT THE POINT OF COMMENCING IS 0°38'55.7". THE DISTANCES SHOWN WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136772746)

COMMENCING AT A 5/8" YELLOW PLASTIC CAPPED IRON STAMPED "MMA" PREVIOUSLY SET (N: 6,964,700.03, E: 2,334,141.70) FOR THE NORTH CORNER OF SAID LOT 1 AND BEING IN THE SOUTHEAST RIGHT-OF-WAY LINE OF EAST BELKNAP STREET (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, SOUTH 59°28'14" WEST, WITH THE COMMON NORTHWEST BOUNDARY LINE OF SAID LOT 1 AND SAID SOUTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 378.42 FEET TO THE **POINT OF BEGINNING** (N: 6,964,507.83, E: 2,333,815.79);

THENCE, OVER AND ACROSS SAID FLOODWAY EASEMENT AND SAID LOT 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

SOUTH 21°01'51" EAST, A DISTANCE OF 152.62 FEET TO A POINT, AND

SOUTH 28°04'10" EAST, A DISTANCE OF 35.17 FEET TO A POINT IN THE COMMON SOUTHEAST BOUNDARY LINE OF SAID LOT 1 AND THE NORTHWEST RIGHT-OF-WAY LINE OF AIRPORT FREEWAY/STATE HIGHWAY No. 121 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4024.72, A DELTA ANGLE OF 2°29'40" AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 78°47'55" WEST, 175.20 FEET;

THENCE, SOUTHWESTERLY, WITH SAID COMMON LINE AND SAID NON-TANGENT CURVE TO THE LEFT, AN ARC-DISTANCE OF 175.21 FEET TO A 1/2" CAPPED IRON ROD FOUND STAMPED "CBG SURVEY" FOR THE SOUTH CORNER OF SAID LOT 1 AND BEING ON THE BANK OF THE WEST FORK OF THE TRINITY RIVER;

THENCE, WITH THE COMMON SOUTHWEST BOUNDARY LINE OF SAID LOT 1 AND SAID RIVER BANK THE FOLLOWING TWO (2) COURSES AND DISTANCES:

NORTH 41°06'03" WEST, A DISTANCE OF 103.73 FEET TO A 5/8" YELLOW PLASTIC CAPPED IRON STAMPED "MMA" PREVIOUSLY SET, AND

NORTH 50°58'51" WEST, A DISTANCE OF 27.44 FEET TO A 5/8" YELLOW PLASTIC CAPPED IRON STAMPED "MMA" PREVIOUSLY SET FOR THE WEST CORNER OF SAID LOT 1 AND BEING IN THE AFORESAID SOUTHEAST RIGHT-OF-WAY LINE;

THENCE, NORTH 59°28'14" EAST, WITH THE COMMON NORTHWEST BOUNDARY LINE OF SAID LOT 1 AND SAID SOUTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 220.64 FEET TO THE **POINT OF BEGINNING** AND BEING 0.6778 ACRES OR 29,523 SQUARE FEET OF LAND, MORE OR LESS.



Timothy A. Nold 5270

2/8/2023

TIMOTHY A. NOLD
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION No. 5658

DATE

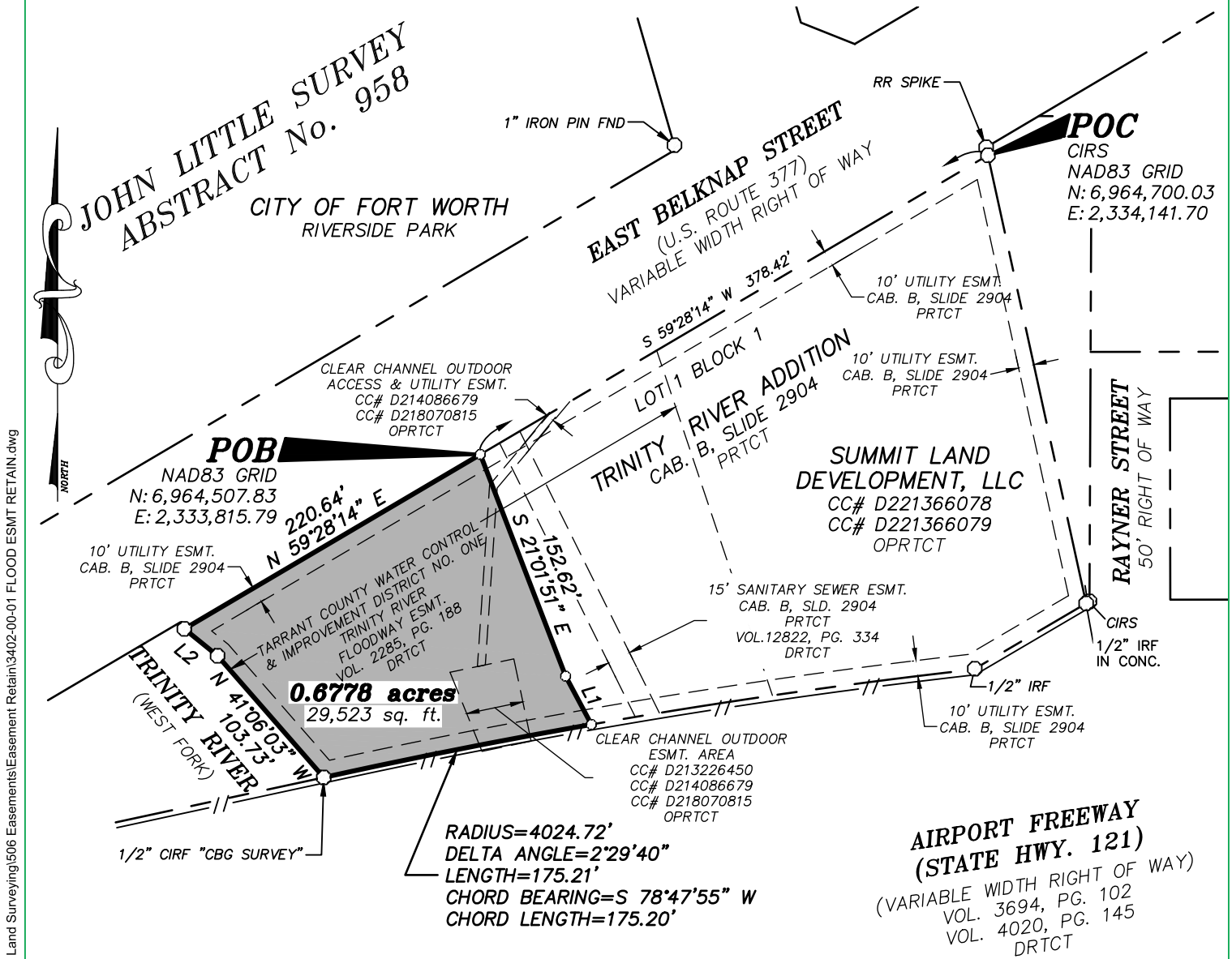


519 east border
arlington, texas 76010
817-469-1671
TNold@mmatexas.com

EXHIBIT "A"

TRINITY RIVER FLOODWAY EASEMENT

PART OF LOT 1, BLOCK 1, TRINITY RIVER ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET B, SLIDE 2904, PLAT RECORDS, TARRANT COUNTY, TEXAS



PLOTTED BY: JENNIFER STORZ DATE: 2/7/2023 1:37 PM PATH: P:\3402-00-01\500 Land Surveying\506 Easements\Easement Retain\3402-00-01 FLOOD ESMT RETAIN.dwg

BEARINGS AND COORDINATES ARE GRID BASED ON THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE" AS DETERMINED BY GPS OBSERVATIONS. THE CONVERGENCE ANGLE AT THE POINT OF COMMENCING IS 0°38'55.7". ALL DISTANCES HAVE BEEN ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136772746.

DATE: 02/07/2023 SCALE: 1" = 100' DRAWN BY: JMS CHECKED BY: TAN JOB. NO.: 3402-00-01



civil engineering surveying landscape architecture planning

tbpels registration number: f - 2759
tbpels registration/license number: 10088000

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In addition, the General Manager or his designee is authorized to take all steps as may be reasonable and necessary to facilitate the exchange of the above-described property with title to the permanent easement over and across the Fee Property to be held in the name of TRWD, including, without limitation, the execution of an exchange agreement and all conveyance and closing documents. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

22.

There were no future agenda items approved.

23.

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

24.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: March 21, 2022

SUBJECT: Consider Approval of Consent Agenda

FUNDING: Fiscal Year 2023 Revenue Fund

RECOMMENDATION:

Management recommends approval of the Consent Agenda.

DISCUSSION:

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

Consider Approval of Operations and Maintenance Expenditures

(1) Force Logistics, LLC

- Purchase of Materials for George Shannon Wetlands Maintenance
- Total expenditure amount: \$349,935.75

(2) Texas Sand & Gravel

- Purchase of 1" Washed Rock and Pea Gravel to be Used During Pipe Replacement
- Total expenditure amount: \$88,500

(3) Brenntag Southwest, Inc.

- Furnish and deliver liquid ammonium sulfate to Joint Cedar Creek Lake Pump Station (JCC1)
- Total expenditure amount: \$478.60 per ton and a total cost not-to-exceed \$150,000

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

OPERATIONS AND MAINTENANCE EXPENDITURES

Project	Vendor	Amount	Purpose	Budget	
1 Purchase of materials for George Shannon Wetlands maintenance	Force Logistics, LLC	\$349,935.75	This item is for the purchase and delivery of 7,785 tons of 8"-15" riprap. This material will be used to repair approximately 16,000 linear feet of bank erosion that has occurred along the levees and embankments of Sed Ponds #3 and #4, as well as several cell locations throughout the system.	Revenue	350,000
2 Purchase of 1" washed rock and pea gravel to be used during pipe replacement	Texas Sand & Gravel	\$88,500	This item is for the purchase of approximately 1,500 tons of 1" washed rock and 1,500 tons of pea gravel to be used during FY24 annual pipe replacement at Richland-Chambers Pipeline.	Revenue	65,000
3 Furnish and deliver liquid ammonium sulfate to Joint Cedar Creek Lake Pump Station (JCC1)	Brenntag Southwest, Inc.	\$478.60 per ton and a total cost not-to-exceed \$150,000	At the District's newly constructed JCC1, an expanded chemical system was installed to give the District greater flexibility in treating the water being delivered from Cedar Creek Reservoir. Part of this new chemical feed system is liquid ammonium sulfate. Liquid ammonium sulfate is combined with on-site generated sodium hypochlorite (bleach) to form chloramines, which are fed into the raw water for pipeline biofilm control purposes. Keeping pipeline biofilm growth in check through chloramine feed maintains desired flow capacity in the raw water transmission pipeline.	Revenue	\$150,000
	Approximate Total	<u>\$588,435.75</u>		Total	<u>\$565,000</u>



Bid Tabulation

ITB No. 23-091
Description Rip Rap for RCWL Erosion Control
Due Date and Time February 14, at 2PM

Company Name	Quantity Tons	Rip Rap Unit Cost	Delivery Unit Cost	Extended Price
Force Logistics, LLC of Mexia, Texas	7,785	\$28.00	\$16.95	\$349,935.75
Tellus Consulting, LLC of Midland, Texas	4,375	\$39.99	\$40.00	\$349,956.50



Bid Tabulation

ITB No. 23-082
Description Rock and Pea Gravel for FY 24 RC Replacement
Due Date and Time January 31, 2023 at 2:00 PM

Company Name	Bid Amount
Texas Sand & Gravel	\$88,500.00



Bid Tabulation

ITB No. 23-093
Description Furnish and Delivery of Chemicals to JCC1 Facility
Due Date and Time March 8, 2023 at 2:00 PM

Company Name	Liquid Ammonium Sulfate (Aquamine) Price per Ton
Brenntag Southwest, Inc. of Lancaster, TX	\$478.60

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: March 21, 2023

SUBJECT: Consider Approval of Agreement with Hilltop Securities, Inc. for Municipal Advisory Services

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of agreement **in the amount of \$57,333 base fee, plus \$1.00 per \$1,000 for each new issuance of municipal securities**, with Hilltop Securities, Inc. to continue as the Municipal Advisory Services provider for the District.

DISCUSSION:

The District received two proposals from the Request for Statement of Qualifications (RFSOQ) for Municipal Advisory Services. Based on the proposals, management is recommending approval of Hilltop Securities, Inc. (Hilltop) as the Municipal Advisor for the District in the amount of \$57,333 base fee plus \$1.00 per \$1,000 for each new issuance of municipal securities. The fee will be paid 75% to Hilltop and 25% to RSI Group, an MWBE firm.

Hilltop is the industry leader in Texas bond transactions, as well as in advisors for Texas Water Development Board transactions. Hilltop (previously First Southwest Company) has been the District's Municipal Advisory Services provider to the District for more than 20 years, and in that history, they have provided excellent value and service both with recommendations and managing bond issuances. Their proposal was centered on the District's unique individual environment, and clearly showed that they will be able to support us with many of the changing debt issuance needs in the future.

This item was reviewed by the Finance Committee on March 7, 2023.

Submitted By:

Sandy Newby
Chief Financial Officer



Final Evaluation Sheet

23-079 RFSOQ for Financial Advisors

Technical Quality Criteria	Total Points Available	<i>PFM Advisors and Tijerina Galvan Lawrence</i>	<i>Hilltop Securities</i>
Firms Qualifications and Experience	55.00	43.00	50.00
Understanding the Needs of the District	25.00	9.00	25.00
References	15.00	11.00	15.00
Soundness of Approach	5.00	3.00	5.00
Total	100.00	66.00	95.00

APPENDIX A MUNICIPAL ADVISORY SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an “issuance”) shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information.*** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including

applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. ***Elections.*** In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

6. ***Method of Sale.*** Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

- a. If the issuance is to be sold by a competitive sale:
 - (1) Supervising the sale of the municipal securities;
 - (2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
 - (3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
 - (4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - (5) Obtaining CUSIP numbers on behalf of the Issuer.
- b. If the issuance is to be sold by negotiated sale:
 - (1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
 - (2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;
 - (3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;
 - (4) Advising the Issuer on the fairness of the price offered by the underwriters;

(5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

(6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

(7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.

7. ***Offering Documents for Competitive Offerings.*** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.

8. ***Credit Ratings.*** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.

9. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.*** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.

10. ***Financial Publications.*** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

11. ***Consultants.*** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.

12. ***Auditors.*** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

13. **Issuer Meetings.** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.
14. **Printing.** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.
15. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.
16. **Delivery of the Municipal Securities.** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.
17. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
18. **Continuing Disclosure.** Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. **Exercising Calls.** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
2. **Refundings and Tender Offers.** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.
3. **Continuing Disclosure.** Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with

continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. Particularized Services on Outstanding Issuances of Municipal Securities. HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services.*** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.

2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by Hilltop Securities Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. Services as Independent Registered Municipal Advisor (“IRMA”). At the written request of the Issuer, HilltopSecurities shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. Other Services Relating to Municipal Securities. HilltopSecurities agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.

2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.

3. ***Refundings and Tender Offers.*** Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.

4. ***Continuing Disclosure Documents.*** Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer’s continuing disclosure

undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

* * * * *

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

APPENDIX B FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. New Issuances of Municipal Securities. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

\$57,333 base fee plus \$1.00 per \$1,000

Which fee shall be paid 75% to Hilltop Securities Inc. and 25% to a certain Minority Women Business Enterprise ("MWBE") firm.

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

III. Particularized Services on Outstanding Issuances of Municipal Securities. In connection with Other Post-Sale Services described in Section III of Appendix A hereto, HilltopSecurities shall not charge a fee. In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities shall not charge a fee.

V. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

VI. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and

expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: March 21, 2023

SUBJECT: Consider Approval of TRWD 2023-2026 Strategic Plan

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of the TRWD 2023-2026 Strategic Plan.

DISCUSSION:

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

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

Management will use the Strategic Plan in external and internal communications, budget development, employee goal setting and annual reviews, and in many other ways to align staff, our customers, and other partners to meet our missions of water supply, flood control, and recreation.

Submitted By:

Dan Buhman
General Manager

TRWD Strategic Plan

Fiscal Years 2023-2026

Our Purpose

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

Our People, Our Values

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

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

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

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

We are prepared for when the public needs us most.

Our People are:

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

Our Plan

An opportunity to invest in our People.

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

Strategy:

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

Our Approach:

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

Our Plan (continued)

An opportunity to meet the rapid Growth in our communities.

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

Strategy:

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

Our Approach:

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

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

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

Strategy:

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

Our Approach

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

Our Plan (continued)

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

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

Strategy:

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

Our Approach

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

An opportunity to further enhance our Fiscal Responsibility.

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

Strategy:

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

Our Approach

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

An opportunity to improve Community Stewardship.

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

Strategy:

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

Our Approach

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: March 21, 2023

SUBJECT: Consider Approval of Contract with Tarrant County Elections Administrator's Office to Conduct an Election

FUNDING:

RECOMMENDATION:

Management recommends approval of a contract **in the estimated amount of \$207,199.68** with Tarrant County Elections Administrator's Office for election services to fill two (2) seats on the District's Board of Directors at the May 6, 2023 election.

It is also recommended that the General Manager's designee be granted permission to sign the contract with the Tarrant County Elections Administrator's Office.

DISCUSSION:

The terms of office of two (2) incumbent members of the Board of Directors will expire in May 2023. This contract will authorize Tarrant County to administer and conduct the election to fill the expiring seats on behalf of the District as it has in the past.

This item was reviewed by the Administration and Policy Committee on March 8, 2023.

Submitted By:

Stephen Tatum
General Counsel

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

ALEDO ISD	CITY OF SANSOM PARK
ARLINGTON ISD	CITY OF WATAUGA
BURLESON ISD	CITY OF WESTWORTH VILLAGE
CARROLL ISD	CITY OF WHITE SETTLEMENT
CASTLEBERRY ISD	CROWLEY ISD
CITY OF ARLINGTON	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF AZLE	FOREST HILL PUBLIC LIBRARY DISTRICT
CITY OF BLUE MOUND	FORT WORTH ISD
CITY OF BURLESON	GODLEY ISD
CITY OF COLLEYVILLE	GRAPEVINE-COLLEYVILLE ISD
CITY OF FOREST HILL	HURST-EULESS-BEDFORD ISD
CITY OF FORT WORTH	KELLER ISD
CITY OF GRAND PRAIRIE	KENNEDALE ISD
CITY OF HALTOM CITY	LEWISVILLE ISD
CITY OF HASLET	MANSFIELD ISD
CITY OF KELLER	NORTHWEST ISD
CITY OF KENNEDALE	TARRANT COUNTY COLLEGE DISTRICT
CITY OF MANSFIELD	TARRANT REGIONAL WATER DISTRICT
CITY OF NORTH RICHLAND HILLS	TOWN OF FLOWER MOUND
CITY OF RICHLAND HILLS	TOWN OF LAKESIDE
CITY OF RIVER OAKS	TOWN OF TROPHY CLUB
CITY OF SAGINAW	WHITE SETTLEMENT ISD

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or individually as a "Party".

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 6, 2023 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each Participating Authority listed above plans to hold a general and/or special election on May 6, 2023. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 10, 2023.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as "Entities" or "Participating Authority(ies)", desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses

connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County's elections services through the Elections Administrator's office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a joint election with each other ("Joint Election") in accordance with Chapter 271 of the Texas Election Code and this Agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Each Participating Authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/Participating Authorities by the Election Administrator's office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

Each Participating Authority agrees to adopt the adopt the Verity Voting System v. 2.5, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The Participating Authorities shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. Each Participating Authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this Agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for

use of an alternate location with the approval of the affected Participating Authorities. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment A.

If polling places for the May 6, 2023 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 6, 2023 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 6, 2023 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Tarrant County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each Participating Authority agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both English and Spanish, or both English and Vietnamese, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the Participating Authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the judge of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election, as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any Participating Authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail, including maintaining and making available the early voting roster information in conformance with Section 87.121 of the Texas Election Code. Upon request of a participating authority, the Early Voting Clerk will promptly make all information contained within the early voting roster available for inspection by the participating authority, including the information maintained under Section 87.121(f). The Participating Authorities understand that, as specified in section 87.121, information on the roster for a person to whom an early voting mail ballot has been sent is not available for public inspection, except to the voter seeking to verify that the information pertaining to the voter is accurate, until the first business day after election day.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website each Participating Authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Agreement.

The Participating Authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Heider Garcia, Elections Administrator
Tabulation Supervisor:	Troy Havard, Assistant Elections Administrator
Presiding Judge:	David Lambertsen

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the Participating Authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted and will deliver a copy of these unofficial canvass reports to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each Participating Authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each Participating Authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this Agreement shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days after the original election, not counting election day.

Each Participating Authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 6, 2023 election.

Each Participating Authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 10, 2023.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Participating Authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one Participating Authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate Participating Authority rather than averaging those costs among all participants.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each Participating Authority shall be responsible for a pro-rata portion of the actual costs associated with the voting sites located within their jurisdiction. Participating authorities that do not have a voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each Participating Authority's voters.

Participating Authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

Each Participating Authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Elections Administrator for the election and the runoff election is shown below and in section XII of this Agreement. This cost estimate shall serve as the cost schedule agreed upon by the contracting Parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Elections Administrator will submit an itemized invoice to each Party: (i) for the actual expenses he/she incurred as described above and (ii) for the Elections Administrator's fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Elections Administrator will use his/her best efforts to submit the invoice within thirty (30) days after the election or within ten (10) days after the runoff election.

The Elections Administrator's invoice shall be due and payable by each Party to the address set forth in the invoice within thirty (30) days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Elections Administrator in writing within such thirty-day period, or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each Participating Authority under the terms of this Agreement is listed below. Each Participating Authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each Participating Authority's obligation under the terms of this Agreement shall be calculated after the May 6, 2023 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

The total estimated obligation and required deposit for each Participating Authority under the terms of this Agreement shall be as follows:

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ALEDO ISD	1	0.25	\$ 6,218.04	\$ 4,670.00
ARLINGTON ISD	31	9.71	\$ 89,432.39	\$ 67,080.00
BURLESON ISD	2	0.42	\$ 7,135.25	\$ 5,360.00
CARROLL ISD	2	0.75	\$ 10,936.34	\$ 8,210.00
CASTLEBERRY ISD	3	0.57	\$ 6,175.38	\$ 4,640.00
CITY OF ARLINGTON	33	10.04	\$ 88,814.23	\$ 66,620.00
CITY OF AZLE	1	0.33	\$ 6,728.90	\$ 5,050.00
CITY OF BLUE MOUND	1	0.20	\$ 8,437.26	\$ 6,330.00
CITY OF BURLESON	2	0.42	\$ 7,135.25	\$ 5,360.00
CITY OF COLLEYVILLE	1	0.33	\$ 9,087.43	\$ 6,820.00
CITY OF FOREST HILL	1	0.25	\$ 8,681.07	\$ 6,520.00
CITY OF FORT WORTH	115	27.23	\$ 210,808.75	\$ 158,110.00
CITY OF GRAND PRAIRIE	5	1.31	\$ 13,452.01	\$ 10,090.00
CITY OF HALTOM CITY	4	0.95	\$ 26,634.52	\$ 19,980.00
CITY OF HASLET	1	0.20	\$ 6,078.72	\$ 4,560.00
CITY OF KELLER	2	0.58	\$ 10,228.13	\$ 7,680.00
CITY OF KENNEDALE	2	0.34	\$ 8,915.91	\$ 6,690.00
CITY OF MANSFIELD	6	1.70	\$ 17,650.43	\$ 13,240.00
CITY OF NORTH RICHLAND HILLS	3	1.08	\$ 36,110.03	\$ 27,090.00
CITY OF RICHLAND HILLS	1	0.50	\$ 10,271.39	\$ 7,710.00
CITY OF RIVER OAKS	2	0.40	\$ 5,467.17	\$ 4,110.00
CITY OF SAGINAW	3	0.73	\$ 10,877.71	\$ 8,160.00
CITY OF SANSOM PARK	1	0.17	\$ 5,811.68	\$ 4,360.00
CITY OF WATAUGA	2	0.42	\$ 5,143.93	\$ 3,860.00
CITY OF WESTWORTH VILLAGE	1	0.14	\$ 4,419.28	\$ 3,320.00
CITY OF WHITE SETTLEMENT	2	0.34	\$ 6,563.35	\$ 4,930.00
CROWLEY ISD	13	2.90	\$ 51,752.12	\$ 38,820.00
EAGLE MOUNTAIN-SAGINAW ISD	8	1.83	\$ 23,035.08	\$ 17,280.00
FOREST HILL PUBLIC LIBRARY DISTRICT	1	0.25	\$ 8,681.07	\$ 6,520.00
FORT WORTH ISD	85	20.35	\$ 104,280.64	\$ 78,220.00
GODLEY ISD	0	0.00	\$ 400.00	\$ 300.00
GRAPEVINE-COLLEYVILLE ISD	3	0.73	\$ 15,690.32	\$ 11,770.00
HURST-EULESS-BEDFORD ISD	6	2.09	\$ 52,681.12	\$ 39,520.00
KELLER ISD	10	2.48	\$ 26,727.07	\$ 20,050.00
KENNEDALE ISD	2	0.34	\$ 8,915.91	\$ 6,690.00
LEWISVILLE ISD	1	0.25	\$ 6,322.54	\$ 4,750.00
MANSFIELD ISD	11	3.20	\$ 29,159.43	\$ 21,870.00
NORTHWEST ISD	8	1.88	\$ 13,243.89	\$ 9,940.00

TARRANT COUNTY COLLEGE DISTRICT	169	45.35	\$ 251,987.78	\$ 189,000.00
TARRANT REGIONAL WATER DISTRICT	110	25.81	\$ 207,199.68	\$ 155,400.00
TOWN OF FLOWER MOUND	1	0.25	\$ 6,322.54	\$ 4,750.00
TOWN OF LAKESIDE	1	0.33	\$ 6,728.90	\$ 5,050.00
TOWN OF TROPHY CLUB	1	0.25	\$ 8,498.20	\$ 6,380.00
WHITE SETTLEMENT ISD	6	1.33	\$ 11,107.57	\$ 8,340.00
TOTALS	664	169	\$1,459,948.43	\$1,095,200.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining Participating Authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining Participating Authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the Contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or public information request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or public information request which may be filed with the Participating Authority.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the Participating Authorities.
2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this Contract prevents any Party from taking appropriate legal action against any other Party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
4. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any Amendments of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.
9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

[Signature Pages Follow]

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Elections Administrator and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: March 21, 2023

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

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of Board Governance and Purchasing Policy updates.

DISCUSSION:

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

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

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

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

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

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

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

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

This item was reviewed by the Administration and Policy Committee on March 8, 2023.

Submitted By:

Stephen Tatum
General Counsel



Board Governance Policies

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

1.0 LEGAL STATUS

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

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

2.0 MISSION AND OBJECTIVES

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

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

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

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

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

3.0 THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

Each year, the Board shall adopt an annual budget.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AUTHORITY

Tex. Elec. Code § 67.003(b)

Tex. Gov't Code §§ 551.001, et seq.

Tex. Water Code § 49.053

Tex. Water Code § 49.054

Tex. Water Code § 49.056

Tex. Water Code § 49.057

Tex. Water Code § 49.105

Tex. Water Code, Chapter 49, subchapter D

4.0 THE GENERAL MANAGER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

6.0 BOARD MEETINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AUTHORITY

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

7.0 BOARD MEETING AGENDAS

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

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

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

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

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

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

1. Items that are routine and ministerial in nature; ~~or~~
2. Items not involving an expenditure of funds; or
- ~~2-3.~~ Items involving a minimal or nominal expenditure of funds.

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

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

AUTHORITY

Tex. Gov't Code §§ 551.001, et seq.

8.0 BOARD COMMITTEES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.0 BOARD OF DIRECTORS STANDARDS OF CONDUCT AND ETHICAL OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This prohibition on illegal gifts does not apply to:

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

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

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

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

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

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

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

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

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

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

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

AUTHORITY

Tex. Gov’t Code §§ 551.001, et seq.

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

10.0 COUNSEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 AUDITORS AND AUDIT REPORTING

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

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

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

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

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

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

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

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

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

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201.0 PURCHASING AND PROCUREMENT POLICY

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

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

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

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

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

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

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

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

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

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

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

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

Vendor – A supplier of goods or services to TRWD.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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a single purchase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRWD shall establish administrative procedures regarding energy procurement that address:

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

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

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

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: March 21, 2023

SUBJECT: Consider Approval of Contract Amendment with Brenntag Southwest, Inc. to Furnish and Deliver Liquid Chlorine to Richland-Chambers Lake Pump Station

FUNDING: Fiscal Year 2023 Revenue Fund Budget - \$150,000

RECOMMENDATION:

Management recommends approval of a contract amendment **in the amount of \$300,000** with Brenntag Southwest, Inc. to furnish and deliver liquid chlorine to Richland-Chambers Lake Pump Station. The current contract is \$150,000, and the revised not-to-exceed contract amount, including this contract amendment will be \$450,000.

DISCUSSION:

Chlorine is fed at our Richland-Chambers Lake Pump Station (RC1) to reduce biofilm growth inside the pipeline and to prevent growth of zebra mussels. The District is required to feed chlorine at RC1 from mid-March to mid-October per the District's agreement with Texas Parks and Wildlife and the Army Corps of Engineers for zebra mussel control.

On August 16, 2022, the Board approved a contract with Brenntag Southwest, Inc for a not-to-exceed amount of \$150,000. The reason a contract amendment is needed for the current chlorine contract is the sharp rise in cost of chlorine over the past year. Based on current prices and continued expected, elevated pumping flows to meet customer and terminal storage requirements, the District needs to expand the current contract to cover the difference. With this amendment, the chlorine contract will bring the total not-to-exceed amount to \$450,000.

This item was reviewed by the Construction and Operations Committee on March 10, 2023.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: March 21, 2023

SUBJECT: Consider Approval of Contract Renewal and Extension with Mark L. Mazzanti for Consulting Services

FUNDING: Fiscal Year 2022 Special Projects/Contingency Fund - \$200,000

RECOMMENDATION:

Management recommends approval of contract renewal and extension **in the amount of \$5,000/month** with Mark L. Mazzanti for consulting services.

DISCUSSION:

The Trinity River Vision Authority (TRVA) Board of Directors entered into a Consulting Services Agreement with former USACE executive Mark L. Mazzanti effective November 15, 2019 for a twenty-four (24) month term.

Effective December 4, 2019, the Agreement was assigned to TRWD. Amendment 1 renewed the Agreement until February 2022 and Amendment 2 renewed the Agreement until February 2023.

The term of the Agreement has expired, and the TRVA Board recommends its renewal and extension to the TRWD Board on the following material terms:

- One-year term from February 15, 2023
- Compensation of \$5,000 per month
- Retention of the right by either party to terminate on 30 days notice

This item was approved by the TRVA Board of Directors on January 26, 2023.

Submitted By:

Dan Buhman
General Manager

AMENDMENT NO. 3 TO CONSULTING SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO CONSULTING SERVICES AGREEMENT (this “Amendment”) is between Mark L. Mazzanti (“Consultant”) and TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District (“TRWD” or “District”), and is dated to be effective February 15, 2023 (the “Effective Date”).

WHEREAS, the Trinity River Vision Authority (“TRVA”), a Texas non-profit corporation, was created by and exists and operates as the instrumentality of TRWD;

WHEREAS, TRVA and Consultant entered into a Consulting Services Agreement dated November 15, 2019 (the “Agreement”), pursuant to which Consultant and TRVA contracted for certain consulting services as set forth in the Agreement for a stated term of twenty-four (24) months;

WHEREAS, by Amendment No. 1 to Consulting Services Agreement dated to be effective December 4, 2019, the Agreement was assigned from TRVA to District; and

WHEREAS, the parties desire to further amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms which are not specifically defined in this Amendment and which are defined in the Agreement will have the same meaning for purposes of this Amendment as they have in the Agreement.

2. Paragraph 1 of the Agreement is deleted and restated to read as follows:

1. **Consulting Services**. Consultant agrees to provide Consulting Services which are necessary and appropriate to assist in implementation of the Central City Flood Control Project as more specifically set forth in the attached Exhibit "A", Scope of Services, attached hereto and incorporated herein. Consultant will make reports to the TRVA Board, and, when requested, to the TRWD Board. The parties hereto recognize that it is difficult to define with precision the scope of Consulting Services to be rendered by Consultant. Therefore, Consultant agrees to provide such Consulting Services as may be reasonably required to effectuate the purposes of this Agreement. If it is determined by either party that Consultant's services are needed for a purpose that is outside the scope of this agreement, such services will be procured in a separate Agreement. In addition to the Consulting Services, upon TRVA or TRWD request, Consultant shall participate and assist TRVA and/or the District in administrative and judicial hearings, litigation and/or proceedings.

3. Paragraph 2 of the Agreement is amended to change the fee amount to be paid to Consultant to FIVE THOUSAND DOLLARS (\$5,000.00) per month, commencing March 1, 2023.

4. Paragraph 5 of the Agreement is amended to change the stated term to twelve (12) months from the Effective Date of this Amendment.

5. Exhibit "A" to the Agreement is replaced by Exhibit "A" attached hereto.

6. All parties hereby adopt, ratify, and confirm all terms and provisions of the Agreement, as amended.

7. Nothing herein shall be interpreted to waive or limit the District's sovereign or governmental immunity.

8. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Amendment. The parties agree that this Amendment may be transmitted between them by facsimile machine or email. The parties intend by faxed or scanned signatures (such as, without limitation, scanned signatures in .pdf format) constitute original signatures and that a faxed or scanned agreement containing the signatures (original, faxed or scanned) of all the parties is binding on the parties.

9. As modified hereby, the Agreement and all of the terms and provision thereof remain in full force and effect and are incorporated herein as if herein fully recited.

IN WITNESS WHEREOF, District and Consultant have executed this Amendment No. 3 to be effective February 15, 2023.

DISTRICT:

CONSULTANT:

TARRANT REGIONAL WATER DISTRICT,
a Water Control and Improvement District

By: _____
Dan Buhman
General Manager

Mark L. Mazzanti

Date: _____

Date: _____

EXHIBIT “A”

[SCOPE OF SERVICES]

Flood Control Project Program Coordinator

Background

The Trinity River Vision Authority (TRVA) is an instrumentality of TRWD and exists and acts subject to the authority of the TRWD Board. TRVA membership is comprised of representatives of TRWD, the City of Fort Worth, Tarrant County, and Streams & Valleys. The Authority’s purpose is to coordinate the participants’ completion of the publicly funded components of the Project, including flood protection, environmental cleanup, and infrastructure improvements like new bridges, improved utilities and new/improved roads.

This position will report directly to the TRVA Board of Directors and, upon request, to the TRWD Board of Directors.

Scope of Work

Consultant shall include the following specific services to the TRVA Board and when requested to the TRWD Board:

- Provide engineering and technical support to the District and TRVA on issues and challenges in implementing a federal Project, especially relating to US Army/Corps’ policies, rules, regulations, and processes
- Provide support and consultation to the District and TRVA in improving coordination, negotiation, and/or discussions with Federal agencies, especially the U.S. Army Corps of Engineers and the Assistant Secretary of the Army for Civil Works
- Provide support and consultation to the District when coordinating, meeting or holding discussions on Project implementation and funding with the Federal Administration and, if needed, Members of Congress
- Provide support and assistance to the District and TRVA with Project development strategies and implementation of project, including key meetings and conferences with the US Army Corps of Engineers
- Provide monthly progress report to the TRWD General Manager or his designee in a format as requested by the General Manager (e.g. through a progress meeting, or a written report)

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: March 21, 2023

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

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

Section 551.074 of the Texas Government Code Regarding Personnel Matters; and

Section 551.076 of the Texas Government Code Regarding Security Devices or Security Audits

DISCUSSION:

- Conflict of duty of counsel
- Pending litigation

Submitted By:

Alan Thomas
Deputy General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: March 21, 2023

SUBJECT: Consider Approval of Purchase and Installation from Huffman Communications of Microwave Radio Equipment at Multiple District Sites

FUNDING: Fiscal Year 2023 General Fund Budget - \$500,000

RECOMMENDATION:

Management recommends approval of a purchase **in the amount of \$484,467** from Huffman Communications for installation of radio equipment.

DISCUSSION:

The microwave radio system has been designed for security and resiliency to provide the primary means of communication required to manage our system. The radios in question have reached their end of life and need to be replaced prior to a failure that might impact critical TRWD operations. Seven (7) radio locations will be updated under this project completing efforts to bring all microwave radio communications across our service footprint up to date.

This item was reviewed by the Construction and Operations Committee on March 10, 2023.

Submitted By:

Travis Bird
Director of Information Services

Next Scheduled Board Meeting

April 18, 2023 at 9:00 AM