

The potential for inclement weather on January 15th and 16th may cause the Board meeting to be delayed, postponed or cancelled. Please monitor the TRWD website for updates: <https://www.trwd.com>

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 16th Day of January 2024 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. 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. 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 December 12, 2023**
- 4. Consider Approval of Contract with Plummer Associates, Inc. for Reservoir Model Development for Richland-Chambers Reservoir - Darrel Andrews, Environmental Director**
- 5. Consider Approval of Memorandum of Understanding Agreements with City of Dallas and North Texas Municipal Water District for the Regional Water Conservation Public Awareness Campaign - Linda Christie, Government Affairs Director**

6. Presentation of the District's Annual Comprehensive Financial Report for the Year Ended September 30, 2023 - Sandy Newby, Chief Financial Officer

7. Staff Updates

- **General Manager Update - Dan Buhman, General Manager**
- **Water Resources and Planning Update - Rachel Ickert, Chief Water Resources Officer**
- **UESI Project of the Year Award Update - Alan Thomas, Deputy General Manager**
- **IPL Tunnel Update - Ed Weaver, IPL Project Manager**
- **Water Conservation Awards Update - Linda Christie, Government Affairs Director**
- **Accounting and Purchasing Awards Update - Sandy Newby, Chief Financial Officer**
- **MWBE Vendor Participation Update - Crystal Alba, Diverse Business Specialist**

8. Executive Session under Texas Government Code:

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

Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property

9. Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Cedar Creek Pipeline Rehab Project - Steve Christian, Real Property Director

Parcel 22A

(Greenway Trails Owners Association, Inc.)

A temporary easement interest across a 0.750-acre tract of land in the J. Lawrence Survey, Abstract No. 616, City of Midlothian, Ellis County, Texas

Parcel 35

(Kakarla Family Limited Partnership)

A temporary easement interest across a 1.114-acre easement situated in the W.S Garvin Survey, Abstract No. 423, City of Midlothian, Ellis County, Texas

10. Future Agenda Items

11. Schedule Next Board Meeting

12. Adjourn

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 12th DAY OF DECEMBER 2023 AT 9:00 A.M.

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

Present
Leah King
James Hill
Mary Kelleher
C.B. Team
Paxton Motheral

Also present were Dan Buhman, Alan Thomas, Chris Akers, Darrel Andrews, Lisa Cabrera, Linda Christie, Dustan Compton, Ellie Garcia, Zach Huff, Rachel Ickert, Courtney Kelly, Dean Kuhn, Laramie LaRue, Michael Miller, Jennifer Mitchell, Sandy Newby, Jill Spurgeon, Stephen Tatum, Devin Taylor, Kirk Thomas, 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.

There were no persons from the general public requesting the opportunity to address the Board of Directors.

3.

Director Hill moved to approve the minutes from the meeting held on November 14, 2023. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Kelleher moved to approve the following changes to District policy: 1) amending current District policy on purchasing and procurement to increase certain board approval thresholds from \$75,000 to \$150,000 to reflect recent changes to state law, 2) adding a new Board Governance policy related to Board Compensation to incorporate recent changes to state law, and 3) adding a new Board-Approved policy for naming District-owned facilities in response to a Board request. No public comments were received after proposed policy changes and additions were posted to the District's website. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of general counsel, Director Kelleher moved to approve a resolution to set the fees of office at an amount not-to-exceed the amount of the per diem set by the Texas Ethics Commission for members of the Texas Legislature.

Under section 49.060 of the Texas Water Code, the members of the Board of Directors of TRWD are entitled to receive fees of office for each day spent performing the duties of a Director. Sections 49.060(a) and (a-1) of the Texas Water Code, as well as TRWD Board Governance Policy 3.13, require the Board to set by resolution the fees of office at an amount not to exceed the amount of the per diem set by the Texas Ethics Commission for members of the Texas Legislature. The Board is also legally required to set a limit on the amount a Director can receive in a year, at an amount not to exceed \$7,200. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

6.

With the recommendation of management, Director Hill moved to approve the

consent agenda. Consent agenda items include:

1) Release of retainage in the amount of \$19,730.78 to Garrett Demolition, Inc. for demolition and asbestos abatement of the South Bypass Channel - Package 1 for the Central City Flood Control Project. Funding for this item is included in the Fiscal Year 2024 Special Projects/Contingency Fund.

2) A contract in an amount not-to-exceed \$80,000 with Davis Crane Service for 110-Ton Hydraulic Crawler Crane. Funding for this item is included in Fiscal Year 2024 Revenue Fund Budget.

3) A contract in the year one amount of \$152,624 with Manual Chores for right of way grounds maintenance. This contract is for one year period with the option to renew for up to four additional one year periods, with a total potential spend of \$763,120. Funding for this item is included in Fiscal Year 2024 Revenue Fund Budget.

4) A contract in the year one amount of \$220,352 with Green World Care for right of way grounds maintenance. This contract is for one year period with the option to renew for up to four additional one year periods, with a total potential spend of \$1,101,760. Funding for this item is included in Fiscal Year 2024 Revenue Fund Budget.

5) A contract in the year one amount of \$68,517 with Lawn Patrol for central facilities grounds maintenance. This contract is for one year period with the option to renew for up to four additional one year periods, with a total potential spend of \$342,585. Funding for this item is included in Fiscal Year 2024 Revenue Fund Budget.

Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Hill moved to approve an amended Discretionary Services Agreement in the amount of \$1,850,000, not-to-exceed

a total of \$2,000,000, with Oncor Electric Delivery Company LLC to prepare and submit an application for a multi-route Certificate of Convenience and Necessity to complete routing of a 138-kV electrical transmission main to the IPL Lake Palestine Pump Station. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Team moved to approve an amendment in an amount not-to-exceed \$192,445 for engineering services with Black & Veatch Corporation for additional survey work and the design of an additional 476 feet of pipe at the FM 664 Highway Expansion adjacent to the current 11 miles being designed as part of the Cedar Creek Section 2 Pipeline Replacement project. As part of the utility adjustments for the highway expansion project, the District and TxDOT will work together to develop a cost-sharing agreement for the design and construction associated with the replacement of the District's existing pipelines at FM 664. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, Director Motheral moved to approve a task order in an amount not-to-exceed \$248,050 with HV Engineering to perform protective relay studies and arc flash studies for Richland-Chambers Lake Pump Station, Cedar Creek Lake Pump Station, Cedar Creek Waxahachie Booster Pump Station, and Joint Booster Pump Station No. 3, along with the Interconnect Section 2 x 12 Facility and the Midlothian Balancing Reservoir on a time and materials basis. Funding for this item is included in the Fiscal Year 2024 Revenue Fund. Director Team seconded the motion,

and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Team moved to approve a contract in a not-to-exceed annual amount of \$56,600 with Tarrant County Master Gardener Association for water conservation program services. The contract has up to three annual renewal options for a total potential cost not-to-exceed of \$226,400. Funding for this item is included in the Fiscal Years 2024 and 2025 Revenue Fund Budget. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

11.

With the recommendation of management, Director Hill moved to approve the following appointments to the Tax Increment Financing District (TIF) Board:

TIF District	Appointee
8 (Lancaster)	Paxton Motheral
9 (Trinity River Vision)	C.B. Team

Approval by the Board shall serve as a recommendation to the City Council of Fort Worth for final appointment by the City Council. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, Director Hill moved to approve the following as investment officers: Sandy Newby, Chief Financial Officer; Jennifer Mitchell, Finance Director; and Michael Miller, Treasury Manager. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Team moved to approve and adopt the Investment Policy and Strategies dated December 12, 2023. The Public Funds

Investment Act requires the District's Board to adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and must record any changes made to either document annually. The changes in policy from the prior year included the effective date of the policy and an update to the reserve funds discussion regarding the differences in the District and the Dallas Reserve requirements. President King seconded the motion, and the votes were 4 in favor, 0 against. Director Hill was not present for the vote.

14.

- Water Resources and Planning Update presented by Rachel Ickert, Chief Water Resources Officer
- Conservation Awards and Update presented by Linda Christie, Government Affairs Director
- Public Information Update presented by Courtney Kelly, Public Information Coordinator

The Board of Directors recessed for a break from 9:56 a.m. to 10:03 a.m.

15.

The Board next held an Executive Session commencing at 10:03 a.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code; and Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property.

Upon completion of the executive session at 10:53 a.m., the President reopened the meeting.

16.

With the recommendation of general counsel, Director Hill moved to approve a mediated settlement agreement in Cause No: 141-328142-21, *TRWD v. Enervest Operating, LLC, et al.*, in the 141st District Court in Tarrant County, Texas. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

17.

With the recommendation of management, Director Hill moved to approve and authorize submission of a letter of support to the Texas Commission on Environmental Quality (TCEQ) which offers the District's support to City of Fort Worth on the City's position regarding the BAP Kennor Landfill, LLC Municipal Solid Waste Registration application filed with the TCEQ to construct and operate a Type V Municipal Solid Waste facility for recycling construction and demolition wastes at 3411 Silver Creek Road. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

18.

With the recommendation of management, Director Hill moved to approve authorization to acquire, by purchase, interests in the following described tract(s), which are necessary for the public use and purpose of construction and operation of the Cedar Creek Pipeline Rehab Project.

A permanent easement interest across a 0.689-acre tract of land situated in M. Gregg Survey, Abstract No. 1555, City of Mansfield, Tarrant County, Texas, and being a portion of Lot 3, Block 2 of Heritage Industrial Park, an addition to the City of Mansfield as recorded in Instrument No. D209282956 of the Official Public Records of Tarrant County, Texas, said Lot 3, Block 2 conveyed to Lonejack LLC as recorded in Instrument No. D218257369 of said Official Public Records of Tarrant County, Texas, and being a portion of a called 12.512 acre tract of land conveyed to Lonejack LLC as recorded in Instrument No. D222183370 of said Official Public Records of Tarrant County, Texas, and being further described in the accompanying resolution and in the survey plats attached hereto for the negotiated purchase price of \$250,000.

EXHIBIT "A"
TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION 2 REPLACEMENT
PARCEL NO. 12A-PAE

PERMANENT ACCESS EASEMENT
M. GREGG SURVEY, ABSTRACT NO. 1555
CITY OF MANSFIELD
TARRANT COUNTY, TEXAS

Being a permanent access easement situated in the M. Gregg Survey, Abstract No. 1555, City of Mansfield, Tarrant County, Texas, and being a portion of Lot 3, Block 2 of Heritage Industrial Park, an addition to the City of Mansfield as recorded in Instrument No. D209282956 of the Official Public Records of Tarrant County, Texas, said Lot 3, Block 2 conveyed to Lonejack LLC as recorded in Instrument No. D218257369 of said Official Public Records of Tarrant County, Texas, and being a portion of a called 12.512 acre tract of land conveyed to Lonejack LLC as recorded in Instrument No. D222183370 of said Official Public Records of Tarrant County, Texas, said permanent access easement being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "RPLS 4838" found for the north corner of said Lot 3, Block 2 and for the west corner of said called 12.512 acre tract of land, said 5/8 inch iron rod with cap stamped "RPLS 4838" also being in the southeast line of Heritage Parkway (a 120.00' right-of-way), from which a Mag Nail found for the north corner of said called 12.512 acre tract of land and for the most southerly northwest corner of a tract of land conveyed to Mansfield Economic Development Corporation as recorded in Instrument No. D204166392 of said Official Public Records of Tarrant County, Texas bears North 59 degrees 07 minutes 10 seconds East, a distance of 256.76 feet; **THENCE** South 59 degrees 07 minutes 10 seconds West, with the northwest line of said Lot 3, Block 2 and with the southeast line of said Heritage Parkway, a distance of 130.75 feet to a calculated point for the **POINT OF BEGINNING**, said calculated point being the beginning of a curve to the left having a radius of 70.00 feet, a delta of 47 degrees 50 minutes 26 seconds, and whose chord bears South 87 degrees 56 minutes 29 seconds East, a chord distance of 56.76 feet, said calculated point having grid coordinates of N=6,888,290.52 and E=2,398,719.94;

THENCE Easterly, with said curve to the left, an arc distance of 58.45 feet to a calculated point for corner;

THENCE North 68 degrees 08 minutes 19 seconds East, passing at a distance of 84.18 feet to a calculated point in the northeast line of said Lot 3, Block 2 and the southwest line of said called 12.512 acre tract of land, in all, a distance of 380.13 feet to a calculated point for corner in the northeast line of said called 12.512 acre tract of land and in a southwest line of said tract of land conveyed to Mansfield Economic Development Corporation;

(Exhibit "A")

THENCE South 52 degrees 20 minutes 21 seconds East, with the northeast line of said called 12.512 acre tract of land and with a southwest line of said tract of land conveyed Mansfield Economic Development Corporation, a distance of 69.62 feet to a calculated point for corner;

THENCE South 68 degrees 08 minutes 19 seconds West, passing at a distance of 321.70 feet, a calculated point in the northeast line of said Lot 3, Block 2 and the southwest line of said called 12.512 acre tract of land, in all, a distance of 415.44 feet to a calculated point for the beginning of a curve to the right having a radius of 130.00 feet, a delta of 55 degrees 01 minutes 30 seconds, and whose chord bears North 84 degrees 20 minutes 56 seconds West, a chord distance of 120.11 feet;

THENCE Westerly, with said curve to the right, an arc distance of 124.85 feet to a calculated point for corner;

THENCE North 56 degrees 50 minutes 11 seconds West, a distance of 20.72 feet to a calculated point for corner in the northwest line of said Lot 3, Block 2 and in the southeast line of said Heritage Parkway;

THENCE North 59 degrees 07 minutes 10 seconds East, with the northwest line of said Lot 3, Block 2 and with the southeast line of said Heritage Parkway, a distance of 67.34 feet to the **POINT OF BEGINNING**, and containing 29,995 square feet or 0.689 acres of land, more or less.

(Exhibit "A")

Notes:


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

*** SURVEYOR'S CERTIFICATE ***

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

October 10, 2022




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

(Exhibit "A")

EXHIBIT "A"
PARCEL No. 12A-PAE

M. GREGG SURVEY
 ABSTRACT NO. 1555

LOT 1, BLOCK 1
 HERITAGE
 BUSINESS PARK
 VOL. 388-205, PG. 66
 P.R.T.C.T.

UNION PACIFIC RAILROAD

MANSFIELD ECONOMIC
 DEVELOPMENT CORPORATION
 INST. NO. D204166392
 O.P.R.T.C.T.

FND 5/8" IRON ROD W/CAP
 STAMPED "RPLS 4838"

P.O.C.

P.O.B.
 GRID COORDINATE
 N=6,888,290.52
 E=2,398,719.94

130' PIPELINE RIGHT-OF-WAY
 TARRANT COUNTY WATER
 DISTRICT AND IMPROVEMENT
 DISTRICT NUMBER ONE
 VOLUME 3796, PAGE 47
 D.R.T.C.T.

HERITAGE PARKWAY
 (120' RIGHT-OF-WAY)

VARIABLE WIDTH ACCESS
 & UTILITY EASEMENT
 INST. NO. D209282956
 O.P.R.T.C.T.

APPROXIMATE LOCATION
 MIDSTREAM GAS SERVICES, LLC
 (NO RECORDING INFORMATION)

15' SIDEWALK EASEMENT
 INST. NO. D209282956
 O.P.R.T.C.T.

5' UTILITY EASEMENT
 INST. NO. D209282956
 O.P.R.T.C.T.

LOT 3
 LONEJACK LLC
 INST. NO. D218257369
 O.P.R.T.C.T.

**BLOCK 2
 HERITAGE
 INDUSTRIAL PARK**
 INST. NO. D209282956
 O.P.R.T.C.T.

CALLED 12.512 ACRES
 LONEJACK LLC
 INST. NO. D222183370
 O.P.R.T.C.T.

LOT 2
 LONEJACK, LLC
 INST. NO. D210088116
 O.P.R.T.C.T.

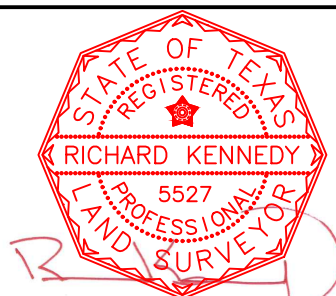


Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

**CEDAR CREEK
 SECTION 2 REPLACEMENT**

PARCEL NO. 12A-PAE		PERMANENT ACCESS EASEMENT
OWNER: LONEJACK LLC		
SURVEY: M. GREGG SURVEY, ABSTRACT NO. 1555		
LOCATION: CITY OF MANSFIELD, TARRANT COUNTY, TEXAS		
ACQUISITION AREA: 29,995 SQUARE FEET OR 0.689 ACRES		
WHOLE PROPERTY ACREAGE: 981,135 SQUARE FEET OR 22.52 ACRES (BY DEED)		
G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P12A_PAE.DWG
OCTOBER 10, 2022	EXHIBIT A	SCALE: 1" = 200'



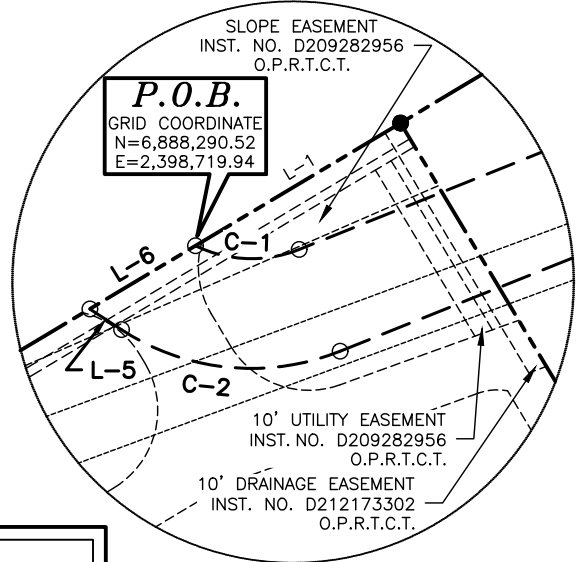
RICHARD KENNEDY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5527 TEXAS FIRM No. 10106900

EXHIBIT "A"

PARCEL No. 12A-PAE

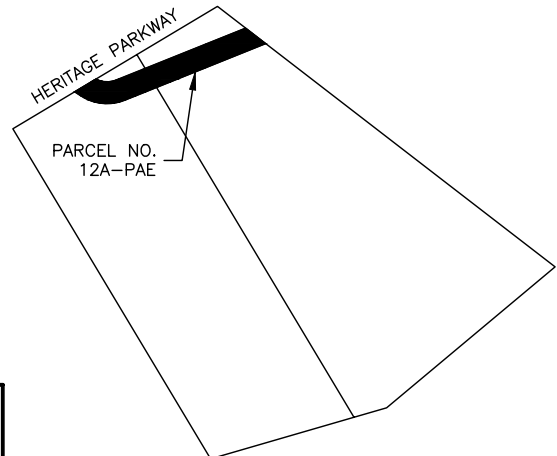
LEGEND

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



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C-1	70.00'	47°50'26"	S 87°56'29"E	56.76'	58.45'
C-2	130.00'	55°01'30"	S 84°20'56"E	120.11	124.85'

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 59°07'10"W	130.75'
L-2	N 68°08'19"E	380.13'
L-3	S 52°20'21"E	69.62'
L-4	S 68°08'19"W	415.44'
L-5	N 56°50'11"W	20.72'
L-6	N 59°07'10"E	67.34'



NOTES:

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

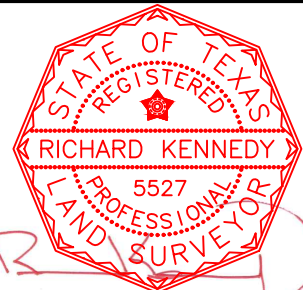


Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

CEDAR CREEK SECTION 2 REPLACEMENT

PARCEL NO. 12A-PAE		PERMANENT ACCESS EASEMENT
OWNER: LONEJACK LLC		
SURVEY: M. GREGG SURVEY, ABSTRACT NO. 1555		
LOCATION: CITY OF MANSFIELD, TARRANT COUNTY, TEXAS		
ACQUISITION AREA: 29,995 SQUARE FEET OR 0.689 ACRES		
WHOLE PROPERTY ACREAGE: 981,135 SQUARE FEET OR 22.52 ACRES (BY DEED)		
G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P12A_PAE.DWG
OCTOBER 10, 2022	EXHIBIT A	SCALE: 1" = 200'



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

In addition, the General Manager of TRWD or his designee is authorized to take all steps which may be reasonably necessary to complete the acquisition, including, but not limited to, the authority to pay all customary, reasonable and necessary closing and related costs. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

19.

There were no future agenda items approved.

20.

The next board meeting was scheduled for January 16, 2024, at 9:00 a.m.

21.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: January 16, 2024

SUBJECT: Consider Approval of Contract with Plummer Associates, Inc. for Reservoir Model Development for Richland-Chambers Reservoir

FUNDING: Fiscal Year 2024 Revenue Fund - \$167,473
Fiscal Year 2025 Revenue Fund - \$212,345

RECOMMENDATION:

Management recommends approval of a contract **in the amount of \$379,818** with Plummer Associates, Inc. for Reservoir Model Development for Richland-Chambers Reservoir.

DISCUSSION:

The District's Environmental Division has used a suite of models over the last 30 years to simulate our reservoirs and scientifically evaluate changes that might affect water quality. The fundamental goal of these investigations has been understanding dilution and mixing in our reservoirs of various types of inflows. In the last 3 years, the District has contracted for the development of the hydrodynamic portion of two CE-QUAL-W2 models. One was for Cedar Creek Reservoir and the second was for Eagle Mountain Reservoir. The Environmental staff added water quality and calibrated both models to observed data. These models have been useful for evaluation and justification of the proposed Cedar Creek wetland project and to study options for transmission of reclaimed water from the proposed Fort Worth Mary's Creek Water Reclamation facility into the District's existing water supply system.

District staff recommends that a similar CE-QUAL-W2 model and a 3D model (called AEM3D) be developed for the Richland-Chambers Reservoir. The CE-QUAL-W2 model will be useful for evaluation of a second wetland project or expansion of customer water withdrawals, and the AEM3D model will provide state-of-the-art understanding of the dilution, transport, and mixing of wetland water when diverted from the wetlands to the Richland-Chambers Reservoir. This level of understanding will help with operational planning and decision-making.

A Request for Statement of Qualifications was solicited per statute (Texas Government Code Chapter 2254), and five submittals were received. The evaluation team determined the most qualified vendor to complete the project is Plummer Associates, Inc. due to their experience with both of these models and reclaimed water projects. The scope and fee that were successfully negotiated with Plummer are attached.

Plummer Associates, Inc. is not a prime certified diverse business and has subcontracted portions of this contact to certified diverse business(es), resulting in diverse business participation commitment of 40%.

This item was reviewed by the Construction and Operations Committee on January 11, 2024.

Submitted By:

Darrel Andrews
Environmental Director

Exhibit A

RICHLAND CHAMBERS CE-QUAL-W2 AND AEM3D MODEL DEVELOPMENT

Scope of Work and Schedule

Background

Plummer Associates, Inc., (“ENGINEER”) is assisting Tarrant Regional Water District (“CLIENT”) in developing 2D and 3D water quality models for Richland Chambers Reservoir (RC) for the purpose of evaluating nutrient and other water quality impacts in the reservoir, and to evaluate the impact of various wetland discharge and water supply intake locations on blending and travel times between the discharge and intakes. The 2D model will be developed using CE-QUAL-W2 and the 3D model will be developed using AEM3D. Water Quality Solutions (WQS) will be performing the 3D modeling as a subconsultant to Plummer. The focus of this project is on setting up and calibrating the hydrodynamic component of each model. Following calibration, both models will be used to evaluate travel time and percent dilution of the wetland discharge. The 2D model will then be provided to the CLIENT for development of the water quality component. A report summarizing the results of the modeling will be delivered to the CLIENT at the end of the project.

Basic Services

Task 1. Project Management and Meetings

- 1.1 **Kickoff Meeting:** Conduct a virtual kickoff meeting at the beginning of the Project to review and confirm the scope, schedule, resources, and responsibilities.
 - Confirm the project objectives, scope of work, milestone schedule, and the CLIENT’s expectations.
 - Confirm and Identify information needed from the CLIENT and determine the most efficient method for obtaining information.
 - Confirm critical project success factors and project deliverables.
 - Identify reporting requirements and other information needed to manage and monitor the progress of the project.
 - Prepare draft meeting notes and list of action items resulting from the meeting. Provide a draft copy of meeting notes in portable document format (PDF) to the CLIENT.
 - Prepare final meeting notes and list of action items incorporating comments from the CLIENT. Provide a final copy of meeting notes in PDF to the CLIENT.
- 1.2 **Progress Meetings:** ENGINEER will schedule and conduct up to five (5) progress meetings with the CLIENT to provide an update on project status. Meetings are assumed to be virtual. However, if desired, Plummer staff can meet in person at TRWD’s main office for some of these meetings.
- 1.3 **Project Administration:** ENGINEER will perform general project management services including coordination with the CLIENT, preparation of invoices and documentation of expenses, and other tasks required for effective and efficient project administration.

Task 2. CE-QUAL-W2 Model Development and Calibration

2.1 Develop Model Segmentation: ENGINEER will develop model segmentation from the Texas Water Development Board (TWDB) hydrographic survey data of RC. Using the segmentation, ENGINEER will set up an initial, executable, CE-QUAL-W2 model (“skeleton” model). For testing purposes, the skeleton model can be set up to simulate RC draining from conservation pool to a historical low water surface elevation. The model segmentation of the skeleton model will be fine-tuned to ensure the following:

- model execution times are acceptable;
- model reservoir volume rating curve matches that in the TRWD water balance spreadsheet;
- model reservoir area rating curve matches that in the TRWD water balance spreadsheet; and,
- the range of reservoir elevations experienced during the hydrologic period (2010-2023) do not cause significant wetting and drying issues.

The milestone from this task is a skeleton CE-QUAL-W2 model that executes properly and has segmentation that adequately represents the geometry of EM.

2.2 Develop Initial CE-QUAL-W2 Uncalibrated Model: ENGINEER will develop meteorological, inflow and withdrawal files for the modeled hydrological period (2010-2023). This includes:

- Meteorological input files from nearby sites
- Inflow files for tributaries
- Inflow files for wetland pumpage into RC
- Inflow files from wastewater dischargers
- Withdrawal files to WTPs or raw water conveyance system
- Withdrawal files from RC dam/spillway

For each of the inflow files, ENGINEER will develop temperature input files for 2010-2023. Because of the sparseness of water temperature data (typically collected less than once monthly), ENGINEER will develop air temperature/water temperature regressions to create daily water temperature inputs to the model. ENGINEER will incorporate all the initial input files into the skeleton CE-QUAL-W2 model. The milestone from this task is a preliminary uncalibrated CE-QUAL-W2 model with initial flow estimates.

2.3 Water Level and Temperature Calibration:

- ENGINEER will refine inflows and withdrawals to achieve an acceptable water level match.
- ENGINEER will calibrate parameters associated with temperature/heat transfer to match RC data collected by the CLIENT.
- ENGINEER will review data for total dissolved solids (TDS), chloride and specific conductance and will collaborate with CLIENT to identify the best conservative parameter to use for calibration.
- ENGINEER will compute statistical parameters such as Mean Error (ME), Root Mean Square Error (RMSE), Relative Absolute Error (RAE) and Mean Absolute Error (MAE). Targets of MAE < 0.1 m water surface level and MAE < 1.0 deg C for temperature (surface and bottom).
- The milestone from this task is a preliminary CE-QUAL-W2 model calibrated to water level and temperature.

Task 3. AEM3D Model Development and Calibration

3.1 Review and Format Data:

- ENGINEER will review meteorological and limnological data developed in Task 2 and augment/process as needed. Unexpected or missing values will be flagged.
 - Hourly meteorological data from nearby sites
 - Inflow temperature, TDS, and flow rate for all inflows to be modeled
 - Outflow rates
 - In-reservoir temperature and TDS profile data
 - Bathymetry data and DEM data for up to 1 meter above conservation pool
- ENGINEER will reformat all input data for use in AEM3D
- ENGINEER will reformat profile data for post-processing

3.2 Develop 3D Model:

- ENGINEER will generate the 3D model grid as follows:
 - Obtain higher-resolution DEM data, if necessary
 - Set up grid- grid is assumed to have a resolution of approximately 1 m vertically and 400 m x 400 m horizontally. A finer grid (e.g. 100 m x 100 m) in the vicinity of the wetland discharge and pump station locations will be used.
 - Compare elevation-area and elevation-volume curves to TRWD curves and to those generated from CE-QUAL-W2. Refine grid as necessary to provide a reasonable match.
 - The proposed grid resolution will be evaluated for accuracy and runtime, and a final grid resolution will be determined with input from the project team.
- ENGINEER will set up all input files and prepare model parameter files.

It is assumed that the work in this task is for simulation of the physical parameters in the AEM3D model, including temperature, conductivity, and other conservative substances.

3.3 AEM3D Model Calibration:

- ENGINEER will adjust the model parameters to match measured temperature and salinity profiles at 4 measured stations over a continuous 2-year period.
- ENGINEER will compute statistical parameters such as ME, RMSE, RAE, and MAE.

Task 4. Modeling of Future Scenarios

ENGINEER will use the calibrated models to simulate up to 6 scenarios representing different wetland discharge and/or water supply intake locations, flow rates and initial water surface elevations. The modeling scenarios will be selected in collaboration with the CLIENT.

- Both the CE-QUAL-W2 and AEM3D models will be used to perform tracer evaluations for the same 2-year period that was used for calibration of AEM3D. Note: TRWD will be doing the model runs for tracer evaluations with CE-QUAL-W2.
- Virtual 24-hour tracer injections, occurring every 2 weeks (for a total of 52 weeks), will be modeled for each scenario.
- Tracer travel time and dilution factors computed from AEM3D will be analyzed and plotted for each scenario.

Task 5. Report

5.1 ENGINEER will prepare a draft executive summary document summarizing tracer study results and conclusions related to the proximity of the wetland discharge to the pump station intakes. Model assumptions and results will be documented on powerpoint slides presented at regular progress meetings. The draft executive summary document will be provided to the CLIENT in electronic format (MS Word or pdf) for comments.

5.2 ENGINEER will address comments from CLIENT and prepare a final executive summary document. The final document will be delivered to the CLIENT in electronic (pdf) format.

Assumptions

- 1) All relevant water quality, wetland discharge, water withdrawal, and water level data will be provided to ENGINEER by CLIENT.
- 2) If needed, CLIENT will assist ENGINEER in obtaining relevant water quality and flow data for the four wastewater treatment plants that discharge into or near RC and are to be included in the models.
- 3) Bathymetry data will be based on a survey performed by the TWDB in 2018.
- 4) TRWD will calibrate the CE-QUAL-W2 model for the conservative substance and perform all subsequent model evaluations with the CE-QUAL-W2 model following calibration.

Compensation

Compensation will be on a time and materials basis, for a not-to-exceed amount of **\$379,818**. The total estimated effort by task and for FY24/FY25 is summarized below.

Total	Task	Task Description	Total
	1	Project Management and Meetings	\$ 47,697
	2	CE-QUAL-W2 Model Development/Calibration	\$ 87,006
	3	AEM3D Model Development/Calibration	\$ 122,928
	4	Modeling of Future Scenarios	\$ 86,162
	5	Report	\$ 36,024
		TOTAL	\$ 379,818

FY24	Task	Task Description	Total
	1	Project Management and Meetings	\$ 22,333
	2	CE-QUAL-W2 Model Development/Calibration	\$ 87,006
	3	AEM3D Model Development/Calibration	\$ 58,134
	4	Modeling of Future Scenarios	\$ -
	5	Report	\$ -
		TOTAL	\$ 167,473

FY25	Task	Task Description	Total
	1	Project Management and Meetings	\$ 25,365
	2	CE-QUAL-W2 Model Development/Calibration	\$ -
	3	AEM3D Model Development/Calibration	\$ 64,794
	4	Modeling of Future Scenarios	\$ 86,162
	5	Report	\$ 36,024
		TOTAL	\$ 212,345

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: January 16, 2024

SUBJECT: Consider Approval of Memorandum of Understanding Agreements with City of Dallas and North Texas Municipal Water District for the Regional Water Conservation Public Awareness Campaign

FUNDING: Fiscal Year 2024 Revenue Fund - \$1,750,002

RECOMMENDATION:

Management recommends approval of a Memorandum of Understanding between the District and City of Dallas and a Memorandum of Understanding between the District and North Texas Municipal Water District for shared participation in the regional water conservation public awareness campaign.

DISCUSSION:

Every year since 2019, the City of Dallas, North Texas Municipal Water District (NTMWD) and the District have successfully worked together to deliver the regional water conservation public awareness campaign. The current memorandum of understandings (MOU) defining the establishment, management and funding of the campaign will expire soon and all parties want to renew for another five-year term. The proposed MOUs are consistent with previous agreements and include description of shared costs for creative development, production of media, and a regional media buy.

The District, NTMWD, and Dallas will each provide a total annual contribution of \$583,334 for the campaign, for a total of \$1,750,002. With approval, staff will allocate funds for shared creative, production, support services and advertising for the regional water conservation public awareness campaign. The MOU with Dallas and the District also provides for additional funding up to \$86,666 per year to accommodate annual shared costs for the weekly watering advice tool. The MOU with Dallas has up to four (4) annual renewal options for a total potential cost not-to-exceed of \$3,350,000 and the MOU with NTMWD has a five (5) year term limit for a total cost not-to-exceed of \$2,916,670.

This item was reviewed by the Construction and Operations Committee on January 11, 2024.

Submitted By:

Linda Christie
Government Affairs Director

STATE OF TEXAS §
 § MEMORANDUM OF UNDERSTANDING
COUNTY OF DALLAS §

This Agreement is made and entered into by and between the CITY OF DALLAS, a Texas municipal corporation of Dallas County, Texas (hereinafter called “Dallas”), acting by and through its duly authorized officers, and Tarrant Regional Water District, a political subdivision of the State of Texas (hereinafter called “TRWD”), acting by and through its duly authorized officers. TRWD and Dallas may hereinafter be referred to individually as a “Party” and jointly as the “Parties.”

WITNESSETH:

WHEREAS, the TRWD and Dallas have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, water conservation is a critical component of managing regional water supplies; and

WHEREAS, the purpose of this agreement is to fund a cooperative agreement to develop creative content for a regional public awareness campaign to encourage efficient water use, reduce water waste, and reduce water demand in the Dallas-Fort Worth area.

WHEREAS, TRWD and Dallas previously entered into a Memorandum of Understanding on June 26, 2019 (the “Dallas-TRWD MOU”), in order to jointly establish, manage and fund certain water conservation public awareness campaign initiatives; and

WHEREAS, TRWD and Dallas specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party.

NOW THEREFORE, this contract is made and entered into by TRWD and Dallas in consideration of the aforementioned recitals and for the mutual consideration stated herein (“the Agreement”):

WATER CONSERVATION PUBLIC AWARENESS CAMPAIGN

Background

As water suppliers for over 5 million people in the Dallas-Fort Worth Metroplex and surrounding communities, the City of Dallas (Dallas) and Tarrant Regional Water District (TRWD) have a keen interest in the wise and efficient use of the regional water supply.

Since 2009, Dallas and TRWD have worked together on the development and funding of a regional campaign. The two parties first executed a Memorandum of Understanding (MOU) in 2014 which was updated in 2019. The campaign also expanded its reach in 2019 with the participation of the North Texas Municipal Water District (NTMWD).

The Water Conservation Public Awareness Campaign goal is to continue to build awareness of the importance of using water wisely and to provide useful tips on efficient water use. The regional campaign launches annually in summer, as the peak irrigation season begins. Outdoor irrigation is a primary target, since it has the highest potential water savings for water customers and water providers.

Working together on a regional campaign has resulted in significant financial savings and advantages for both entities. By sharing a common message and creative product, each agency has reduced creative development and production costs. By using the same advertising creative, each agency also benefits by the other's media purchase, doubling the message exposure per media dollar. Since 2009, Dallas and TRWD have each saved a total of \$2.2 million in creative production costs and gained advertising exposure worth \$11.25 million.

As in prior Water Conservation Public Awareness Campaigns, future creative produced for the campaign will include television, radio, on-line advertising, billboards, transit and newspaper advertising. Funds for regional media buy purchases will be combined. By pooling our regional advertising dollars, a shared media buyer can better negotiate rates for the combined regional media buy. Additionally, Dallas and TRWD will share the costs to maintain and update the regional campaign website and the regional weekly watering advice tool developed as a free resource for customers.

Campaign Steering Committee

- A. The campaign steering committee shall be comprised of an equal number of representatives from TRWD, Dallas and NTMWD. Each agency will be represented by a minimum of two (2) committee members.
- B. Final approval on all joint creative campaign concepts shall rest with the steering committee, subject to sufficient appropriations by each agency. One selected Dallas committee member shall provide written approval of the campaign concept to TRWD committee members. TRWD steering committee member(s) will then authorize the campaign contractor to proceed with the joint creative campaign concept.
- C. Joint creative concept meetings will be planned and coordinated by TRWD steering committee members. Dallas steering committee members shall receive at least forty-eight (48) hours' notice, unless the meeting is an emergency, and

Dallas shall have the option to attend all joint creative concept contractor meetings.

- D. TRWD steering committee member(s) will be responsible for providing final joint creative campaign concept approval to the campaign contractor.
- E. In the event of disagreement over any issue within the campaign steering committee, the issue shall be determined by a vote, with each Party having an equally-weighted vote. A majority vote shall determine any such issue.

Contracting

- A. As with the previous MOU, TRWD shall enter into such contracts as are necessary with creative, consulting, communications, advertising, media or other agencies to develop and support the creative concept, direction, production and related services for the public awareness campaign. TRWD shall strive to involve Minority and Women-Owned Business Enterprises (M/WBE) and/or Historically Underutilized Businesses (HUB) to the greatest extent feasible on the joint creative contract.
- B. Each Party will share an equal voice in the selection of the contractors and the direction of the creative work and regional media buy developed for the campaign. While TRWD will enter into contracts as described in the previous paragraph, TRWD will take into account to the maximum extent practicable the other Parties' direction regarding contractor selection as part of the campaign steering committee. The Parties will further share an equal voice through the campaign steering committee in identification, review, and approval of the creative work and regional media buy and each will continue to be an equal Party in the development of any new or modified versions of the creative for the Water Conservation Public Awareness Campaign and will be included in any and all communications relating to the cost, creative direction, and contract negotiations related to this effort.
- C. Once selected, the campaign advertising contractor will present initial creative development and campaign proposals in a timely manner and in collaboration with TRWD, NTMWD and Dallas to allow the launch of a campaign in June of each year. The production schedule and final budget will be determined by TRWD, NTMWD and Dallas after the creative direction for the campaign has been determined. The media buyer will create a media plan based on the annual amount budgeted for the regional media buy and in collaboration with TRWD, NTMWD and Dallas. Each agency will participate in and fund the annual media buy plan, pursuant to the terms set forth in the Funding section of this Agreement. Parties will communicate and respond in a timely manner at all stages of the campaign to avoid any delays.

Funding

- A. Upon the execution of this MOU and for the purposes of funding the Water Conservation Public Awareness Campaign, TRWD shall contribute an amount not to exceed SIX HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$670,000) and Dallas shall contribute an amount not to exceed SIX HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$670,000) on an annual basis, subject to appropriation. The TRWD and Dallas combined annual budget will not exceed ONE MILLION, THREE HUNDRED FORTY THOUSAND DOLLARS AND NO/100 (\$1,340,000), and will cover all costs necessary to develop the campaign, as defined by all Parties, including but not limited to:
- a. the creative development for the campaign concept;
 - b. the creative production for all shared print, outdoor, transit and internet advertising;
 - c. the production of TV ads, radio ads and web videos;
 - d. social media content and development, as needed;
 - e. design, maintenance and support for the campaign website, as needed;
 - f. the development and production of other campaign creative, as needed;
 - g. the development and execution of a regional end-of-campaign survey;
 - h. the development of the regional media buy, to include broadcast TV, radio, and regional digital advertising; and
 - i. the on-going costs for the technical support, modification and promotion of the on-line weekly watering advice tool, as needed.
- B. The number and sort of advertisements to be created in each category will be agreed to by the Parties. All creative and production costs for the development of the campaign will be itemized for budgetary approval by the Parties.
- C. A media buy budget and plan will be agreed to and developed each year of the campaign, to include:
- a. An overall media budget, and the dollars budgeted for each media type/category. The annual media plan shall also include the estimated customer exposure to the messaging by media type/category.
 - b. At the conclusion of the media buy campaign, a detailed media buy reconciliation will be produced by the contractor to include:
 1. the final dollar amount spent, by media outlet and type/category;
 2. the final customer exposure totals, by media outlet and type/category; and
 3. proof of purchase/invoices for each media outlet by type/category.

- D. Costs for technical support, modification and promotion of the on-line weekly watering advice tool will be agreed to by both TRWD and Dallas before costs are incurred, and those costs will be divided equally.
- E. Before TRWD incurs any costs related to the development of the Water Conservation Public Awareness Campaign, a budget will be agreed to in writing by the Parties, in an annual amount not to exceed \$670,000 for either party.
- F. Dallas agrees to make payments to TRWD for campaign expenses under this agreement within thirty (30) days of the receipt of a payable invoice. The invoice from TRWD will be an equal share of the contractor's cost and will include a copy of the original invoice from the contractor.
- G. Both TRWD and Dallas funding for the Water Conservation Public Awareness Campaign are subject to annual appropriations.
- H. Both TRWD and Dallas support a regional approach to water efficiency awareness and remain open to discussing the option for other North Texas public entities responsible for water service, conservation, or planning to participate in this agreement.

Withdrawal from Conservation Campaign

- A. All Parties choosing to withdraw from the campaign will be responsible for their share of any costs associated with prior approvals. For example:
 - a. Parties who participate in determining the campaign creative direction are responsible for their percentage share of the creative production, if the Party approved that creative production or agreed to that creative direction before their decision to withdraw.
 - b. Parties who participate in final media buy commitments will pay for any and all costs or fees associated with their withdrawal from that approved plan.
- B. All Parties who choose to withdraw from the campaign agree to not use any future conservation campaign related materials, messaging, likeness, media, etc. once the request for withdraw has been made. Withdrawal from the campaign agreement rescinds all rights to use any and all future creative that has not yet been developed for the campaign.

Fair Opportunity Purchasing and Contracting

- A. In accordance with the "City of Dallas-Tarrant Regional Water District Interlocal Cooperation Contract" Article IV Fair Opportunities Purchasing and Contracting, Dallas and TRWD will strive to ensure that all qualified businesses, regardless of size, economic, social, racial, gender, or ethnic status

have a fair opportunity to participate in joint projects undertaken by Dallas and TRWD.

- B. Dallas and TRWD have jointly established requirements for prospective consultants to ensure a good faith effort to achieve a subcontracting goal of 25% to participation by Minority/Women Owned Business Enterprises (M/WBE) and Historically Underutilized Businesses (HUB).

Binding Nature of MOU

It is the intent of the Parties that this MOU be a binding agreement between them in principle with regard to the provisions set forth herein. This MOU is subject to the approval of TRWD's Board of Directors (or designated staff member) and Dallas' City Council. The Parties shall have a duty of good faith and fair dealing with regard to agreeing on the scope, terms, unanticipated details, and changes in the Water Conservation Public Awareness Campaign. Neither Party shall have any obligation that is inconsistent with the general principles, objectives, and provisions set forth herein, or which increases its costs or expenses beyond what is herein contemplated.

Notices

All written notices required under this MOU must be hand delivered or sent by certified mail, return receipt requested, addressed to the proper party at the following address:

To TRWD:

Tarrant Regional Water District
Attn: Dan Buhman, General Manager
800 E. Northside Drive
Fort Worth, Texas 76102

To Dallas:

City of Dallas
Attn: City Manager
1500 Marilla, 4AN
Dallas, Texas 75201

Governing Law

The Parties agree that this MOU shall in all respects be governed by, and construed in accordance with, the laws of the State of Texas, (without regard to principles of conflict of laws that would require the application of a law of another jurisdiction), and exclusive venue shall lie in the courts of competent jurisdiction in Tarrant County, Texas.

Captions and Headings

Captions and headings used in this MOU are for reference purposes only and shall not be deemed a part of this MOU.

Counterparts

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the

same instrument, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart.

Entire Agreement

This MOU represents the entire understanding of the Parties in relation to the subject matter hereof, and supersedes any and all previous agreements, arrangements or discussions between them (whether written or oral) in respect of the subject matter hereof.

Governmental Powers

By execution of this MOU, neither TRWD nor Dallas waives their sovereign or governmental powers or immunities, all of which are expressly reserved.

Severability

If any provision of this MOU shall be determined to be unenforceable, void or otherwise contrary to law, such condition shall in no manner operate to render any other provision of this MOU unenforceable, void or contrary to law, and this MOU shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this MOU.

Amendment

No amendment, modification, or alteration of the terms of this MOU shall be binding unless it is in writing, dated subsequent to this MOU, and duly executed by the Parties hereto.

Third Party Rights

The provisions and conditions of this MOU are solely for the benefit of TRWD and Dallas and are not intended to create any rights, contractual or otherwise, for any person or entity.

Conflict

In the event of any dispute over the meaning or application of any provision of this MOU, this MOU shall be interpreted fairly and reasonably, and neither more strongly for or against any Party, regardless of the actual drafter of this MOU.

Dispute Resolution

- A. If a dispute arises out of or related to the interpretation of this MOU the Parties' performance hereunder, or the breach thereof, the Parties agree to negotiate and to pursue alternative dispute resolution prior to prosecuting a suit for damages or other relief. This section, however, does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either

Party may make a written request for a meeting between representatives of both Parties within fourteen (14) calendar days after receipt of the request. Each Party shall include in the requested meeting, at a minimum, one (1) senior level official with the authority to make recommendations regarding the dispute to its governing body. The purpose of the requested meeting and any subsequent meeting is to attempt, in good faith, to negotiate resolution of the dispute. No statements made by any Party at such a meeting shall be admissible in any legal proceeding between the Parties for any purpose. If, within thirty (30) calendar days after such initial meeting, the Parties have not succeeded in negotiating a resolution of the dispute, the Parties will proceed to mediation as described below. Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation as described above fail or the Parties waive the negotiation process, the Parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should the Parties choose this option, each Party agrees to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this MOU prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Presiding Judge of the Eighth Administrative Judicial Region for the State of Texas.
- C. The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Parties will equally share the costs of the mediator selected to mediate the dispute.

No Partnership

Nothing in this MOU shall be deemed to create a partnership, agency, joint venture, or joint enterprise between the Parties.

Term and Termination

- A. The term of the joint Water Conservation Public Awareness Campaign shall be for a period of five (5) years, unless otherwise terminated by either Party in its sole discretion upon (30) days written notice and payment of any outstanding amounts due from the terminating party, if any.
- B. If a Party terminates its participation, it agrees to make reasonable efforts to coordinate with other Parties for the purpose of minimizing messaging and/or advertisement placement conflicts as it relates to the use of campaign materials

previously created under this MOU. The withdrawing Party recognizes the potential confusion resulting from continued use of campaign materials created under this MOU and will use its best efforts to follow the direction of the remaining Parties to prevent the confusion in the DFW media market. Parties intend to create and publish campaign materials that are beneficial to furthering regional water conservation activities, whether or not this MOU remains effective.

EXECUTED this, the ____ day of _____, 2024, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 24-_____, adopted by the City Council on _____, 2024, and by TRWD, acting through its duly authorized official.

TARRANT REGIONAL WATER DISTRICT,
A Water Control and Improvement District

By: _____
Leah King - President, Board of Directors

ATTEST:

Mary Kelleher - Secretary,
Board of Directors

CITY OF DALLAS, TEXAS
T.C. Broadnax, City Manager

By: _____
Assistant City Manager

APPROVED AS TO FORM:
Tammy L. Palomino, City Attorney

By: _____
Assistant City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
NORTH TEXAS MUNICIPAL WATER DISTRICT AND
TARRANT REGIONAL WATER DISTRICT TO DEVELOP A
PUBLIC AWARENESS CAMPAIGN**

This Memorandum of Understanding (MOU) to develop a Water Conservation Public Awareness Campaign is entered into this ___ day of _____, 2024, (“Effective Date”) by and between the **TARRANT REGIONAL WATER DISTRICT**, a Water Control and Improvement District, a conservation and reclamation district and political subdivision of the State of Texas, created and functioning under Article 16, Section 59, of the Texas Constitution (hereafter referred to as “TRWD”) and the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district and political subdivision of the State of Texas, created and functioning under Article 16, Section 59, of the Texas Constitution (hereafter referred to as “NTMWD”). TRWD and NTMWD may hereinafter be referred to individually as a “Party” and jointly as the “Parties.”

WITNESSETH:

WHEREAS, water conservation is a critical component of managing regional water supplies; and

WHEREAS, TRWD and City of Dallas (“Dallas”) previously entered into a Memorandum of Understanding on September 26, 2012 (the “TRWD-Dallas MOU”), in order to jointly establish, manage and fund certain water conservation public awareness campaign initiatives; and

WHEREAS, TRWD and NTMWD previously entered into an MOU (“TRWD-NTMWD MOU”) on May 15, 2019, to coordinate with TRWD and Dallas in managing and funding campaigns to enhance public awareness for the protection and conservation of public water sources; and

WHEREAS, the purpose of this agreement is to establish a cooperative agreement between NTMWD and TRWD for the development of a regional public awareness campaign to encourage the efficient use of water, reduce water waste, and reduce water demand in the Dallas-Fort Worth area; and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and provide the governmental function or service which is the subject matter of this Agreement: and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

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

AGREEMENT

Scope

This Agreement sets forth the roles, responsibilities and conditions for funding and managing a joint regional water conservation awareness campaign to take advantage of economies of scale for purchasing media and consulting services, and combining resources for expanded reach in TV, radio, and digital media assets.

Term and Termination

- A. The term of this MOU shall be five (5) years from the effective date of this MOU, commencing on _____ and terminating on September 30, 2028. Notwithstanding any of the foregoing, this MOU may be terminated for convenience by either Party in its sole discretion upon thirty (30) days written notice to the other Party. The Parties shall make payment of any outstanding amounts due up to the date of termination, including budgeted amounts for the Public Awareness Campaign previously approved.
- B. If a Party terminates its participation, it agrees to make reasonable efforts to coordinate with other Parties for the purpose of minimizing messaging and/or advertisement placement conflicts as it relates to the use of campaign materials previously created under this MOU. The withdrawing Party recognizes the potential confusion resulting from continued use of campaign materials created under this MOU and will use its best efforts to follow the direction of the remaining Parties to prevent the confusion in the DFW media market. Parties intend to create and publish campaign materials that are beneficial to furthering regional water conservation activities, whether or not this MOU remains effective.

Campaign Steering Committee

- A. The Parties agree to establish a joint Conservation Campaign Steering Committee comprised of an equal number of representatives from TRWD, Dallas and NTMWD. Each agency will be represented by a minimum of two (2) committee members.
- B. Final approval on all joint creative conservation campaign concepts shall rest with the Steering Committee, subject to sufficient appropriations by each agency. The Director of Communications or NTMWD committee member shall provide written approval of the conservation campaign concept to TRWD committee members. TRWD Steering Committee member(s) will then authorize the campaign contractor to proceed with the joint creative conservation campaign concept.
- C. Joint creative concept meetings will be planned and coordinated by TRWD Steering Committee members. Non-TRWD steering committee members shall receive at least forty-eight (48) hours' notice, unless the meeting is an emergency, and NTMWD shall have the option to attend all joint creative concept contractor meetings.
- D. TRWD Steering Committee member(s) will be responsible for providing final joint creative Conservation Campaign concept approval to the Conservation Campaign contractor.
- E. In the event of disagreement over any issue within the Conservation Campaign Steering Committee, the issue shall be determined by a vote, with each Party having an equally-weighted vote. A majority vote shall determine any such issue.
- F. TRWD and NTMWD agree that no joint creative Conservation Campaign shall in any way conflict with NTMWD local water conservation campaigns, initiatives, and programs as they exist on the effective date of this agreement.

Contracting

- A. TRWD, as the managing Party, shall enter into such contracts as are necessary with creative, consulting, communications, advertising, media or other agencies to develop and support the creative concept, direction, production and related services for the public awareness campaign. TRWD shall strive to involve Minority and Women-Owned Business Enterprises (M/WBE) and/or Historically Underutilized Businesses (HUB) to the greatest extent feasible on the joint creative contract.
- B. Each Party will share an equal voice in the selection of the contractors and the direction of the creative work and regional media buy developed for the Conservation Campaign. While TRWD will enter into contracts as described in the previous paragraph, TRWD will take into account to the maximum extent practicable the other Parties' direction regarding contractor selection as part of the Campaign Steering Committee. The Parties will further share an equal voice through the Campaign Steering Committee in

identification, review, and approval of the creative work and regional media buy, and each will continue to be an equal Party in the development of any new or modified versions of the creative for the Conservation Campaign and will be included in any and all communications relating to the cost, creative direction, and contract negotiations related to this effort.

- C. Once selected, the Conservation Campaign advertising contractor will present initial creative development and Conservation Campaign proposals in a timely manner and in collaboration with TRWD, Dallas and NTMWD to allow the launch of a Conservation Campaign in June of each year. The production schedule and final budget will be determined by TRWD, Dallas and NTMWD after the creative direction for the Conservation Campaign has been determined. The media buyer will create a media plan based on the annual amount budgeted for the regional media buy and in collaboration with TRWD, Dallas and NTMWD. Each agency will participate in and fund the annual media buy plan, pursuant to the terms set forth in the Funding section of this Agreement. Parties will communicate and respond in a timely manner at all stages of the Conservation Campaign to avoid any delays.

Funding

- A. Upon the execution of this MOU, NTMWD shall contribute an amount not to exceed \$583,334.00 on an annual basis, as appropriated, for a total not to exceed amount of \$2,916,670 for the full term of this MOU. The combined annual cost of the Conservation Campaign will not exceed \$1,750,002.00, and will cover all costs necessary to develop the Conservation Campaign, as defined by all Parties, including but not limited to:
1. the creative development for the Conservation Campaign concept;
 2. the creative production for all shared print, outdoor, transit and internet advertising;
 3. the production of TV ads, radio ads and web videos;
 4. social media content and development, as needed;
 5. design, maintenance and support for the Conservation Campaign website, as needed;
 6. the development and production of other Conservation Campaign creative, as needed;
 7. the development and execution of a regional end-of-Conservation Campaign survey; and
 8. the development of the regional media buy, to include broadcast TV, radio, and regional digital advertising.
- B. The number and type of advertisements to be created in each category will be agreed to by the Parties. All creative and production costs for the development of the Conservation Campaign will be itemized for budgetary approval by the Parties.

- C. A media buy budget and plan will be agreed to and developed each year for the Conservation Campaign, to include:
 - 1. An overall media budget, and the dollars budgeted for each media type/category. The annual media plan shall also include the estimated customer exposure to the messaging by media type/category; and
 - 2. At the conclusion of the media buy campaign, a detailed media buy reconciliation will be produced by the contractor to include:
 - a. the final dollar amount spent, by media outlet and type/category;
 - b. the final customer exposure totals, by media outlet and type/category; and
 - c. proof of purchase/invoices for each media outlet by type
- D. Before TRWD incurs any costs related to the development of the Conservation Campaign, a budget will be agreed to in writing by the Parties, in an aggregate annual amount not to exceed \$1,750,002.00.
- E. NTMWD agrees to make payments to TRWD for campaign expenses under this Conservation Campaign within thirty (30) days of the receipt of a payable invoice. The invoice from TRWD will be sharing ratio of the contractor's cost and will include a copy of the original invoice from the contractor. TRWD agrees that all invoices shall be submitted for payment to NTMWD by October 10 for each budget year.

Withdrawal from Conservation Campaign

- A. Parties choosing to withdraw from the campaign will be responsible for their share of any costs associated with prior approvals. For example:
 - 1. Parties who participate in determining the campaign creative direction are responsible for their percentage share of the creative production, if the Party approved that creative production or agreed to that creative direction before their decision to withdraw.
 - 2. Parties who participate in final media buy commitments will pay for any and all costs or fees associated with their withdrawal from that approved plan.
- B. Parties who choose to withdraw from the campaign agree to not use any future conservation campaign related materials, messaging, likeness, media, etc. once the request for withdraw has been made. Withdrawal from the campaign agreement rescinds all rights to use any and all future creative that has not yet been developed for the campaign.

Severability

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

Governing Law; Venue

The Parties agree that this MOU shall in all respects be governed by, and construed in accordance with, the laws of the State of Texas (without regard to principles of conflict of laws that would require the application of a law of another jurisdiction), This MOU is performable in Tarrant County, Texas and exclusive venue shall lie in its courts of competent jurisdiction.

Amendment

No amendment, modification, or alteration of the terms of this MOU shall be binding unless it is in writing, dated subsequent to this MOU, and duly executed by the Parties hereto.

Conflict

In the event of any dispute over the meaning or application of any provision of this MOU, this MOU shall be interpreted fairly and reasonably, and neither more strongly for or against any Party, regardless of the actual drafter of this MOU.

Dispute Resolution

- A. If a dispute arises out of or related to the interpretation of this MOU the Parties' performance hereunder, or the breach thereof, the Parties agree to negotiate and to pursue alternative dispute resolution prior to prosecuting a suit for damages or other relief. This section, however, does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of both Parties within fourteen (14) calendar days after receipt of the request. Each Party shall include in the requested meeting, at a minimum, one (1) senior level executive with the authority to make recommendations regarding the dispute to its governing body. The purpose of the requested meeting and any subsequent meeting is to attempt, in good faith, to negotiate

resolution of the dispute. No statements made by any Party at such a meeting shall be admissible in any legal proceeding between the Parties for any purpose. If, within thirty (30) calendar days after such initial meeting, the Parties have not succeeded in negotiating a resolution of the dispute, the Parties will proceed to mediation as described below. Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation as described above fail or the Parties waive the negotiation process, the Parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should the Parties choose this option, each Party agrees to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this MOU prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Presiding Judge of the Eighth Administrative Judicial Region for the State of Texas.
- C. The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Parties will equally share the costs of the mediator selected to mediate the dispute.

Notices

All written notices required under this MOU must be hand-delivered or sent by certified mail, return receipt requested, addressed to the proper Party at the following addresses:

To TRWD:

Tarrant Regional Water District
Attn: Dan Buhman
800 E. Northside Drive
Fort Worth, Texas 76102

To NTMWD:

North Texas Municipal Water District
Attn: Jennafer P. Covington
501 East Brown Street
Wylie, Texas 75098

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

TARRANT REGIONAL WATER DISTRICT

By: _____
Dan Buhman
General Manager

Date: _____

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____
Jennafer P. Covington
Executive Director

Date: _____

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: January 16, 2024

SUBJECT: Presentation of the District's Annual Comprehensive Financial Report for the Year Ended September 30, 2023

FUNDING: N/A

DISCUSSION:

To view the Annual Comprehensive Financial Report click here:

<https://www.trwd.com/ACFR>.

The fiscal year 2023 Annual Comprehensive Financial Report was audited by Deloitte & Touche LLP and received an unmodified (clean) opinion. The opinion can be found on pages 21 through 23 of the report. Representatives from the Deloitte & Touche will be on-hand to answer any questions.

Please note that the District's fiscal year 2022 Annual Comprehensive Financial Report received the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. This certificate can be found on page 17 of the fiscal year 2023 Annual Comprehensive Financial Report.

This item was reviewed by the Finance Committee on January 11, 2024.

Submitted By:

Sandy Newby
Chief Financial Officer

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: January 16, 2024

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

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

Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property

DISCUSSION:

- Pending litigation
- Real property issues

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: January 16, 2024

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

DISCUSSION:

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

Next Scheduled Board Meeting

February 20, 2024 at 9:00 AM