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 July 2024 at 9:00 a.m. Front Doors to the Main Admin Building at 800 East Northside Drive Will Open to the Public at 8:30 a.m. 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 <u>HTTPS://WWW.TRWD.COM/BOARDVIDEOS</u>. A RECORDING OF THE MEETING WILL ALSO BE AVAILABLE AT <u>HTTPS://WWW.TRWD.COM/BOARDVIDEOS</u>.

- 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 June 18, 2024
- 4. Consider Approval of Order Authorizing the Issuance of Tarrant Regional Water District, a Water Control and Improvement District, Unlimited Tax Bonds; Levying an Ad Valorem Tax in Support of the Bonds; Establishing the Procedures of Selling and Delivering the Bonds; and Authorizing Other Matters Related to the Issuance of the Bonds - Sandy Newby, Chief Financial Officer
- 5. Consider Approval of Disposal of Surplus Equipment Sandy Newby, Chief Financial Officer
- 6. Consider Approval of Contract with The National Theatre for Children, Inc., for Elementary School Water Conservation Education Services - Linda Christie, Government Affairs Director

- 7. Consider Approval of Contract with Tinker LLC for Elementary School Water Conservation Education Services - Linda Christie, Government Affairs Director
- 8. Consider Approval of Contract Amendment with M&M Irrigation and Illumination to Provide Additional Services for Residential Sprinkler System Evaluation Program - Linda Christie, Government Affairs Director
- 9. Consider Approval of Acceptance of Philanthropic Donation of Smart Poles from Safe and Happy Trails - Darrell Beason, Chief Operations Officer
- 10. Staff Updates
 - Water Resources and Planning Update Rachel Ickert, Chief Water Resources Officer
 - Conservation Award and Update Linda Christie, Government Affairs Director
 - Fly Fest Update Darrell Beason, Chief Operations Officer
- 11. 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 related to the Cedar Creek Pipeline Rehabilitation Project

- 12. Consider Approval of Authorization to Acquire Real Property Interests by Purchase or by Exercise of Eminent Domain for the Cedar Creek Pipeline Rehab Project - Steve Christian, Real Property Director
 - Parcel 40 (RB Finch Family Partnership/Finch LP, LTD)

A temporary construction easement interest across a 4.949-acre tract of land in the B.F. Berry Survey, Abstract No. 98, the C. Self Survey, Abstract No. 994, and the A. Newton Survey, Abstract No. 806, City of Midlothian, Ellis County, Texas.

- 13. Future Agenda Items
- 14. Schedule Next Board Meeting
- 15. Adjourn

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF TARRANT REGIONAL WATER DISTRICT HELD ON THE 18th DAY OF JUNE 2024 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, Crystal Alba, Airin Barnett, Rick Carroll, Steve Christian, Linda Christie, Ellie Garcia, Jason Gehrig, Rachel Ickert, Laramie LaRue, Mick Maguire, Sandy Newby, Rick Odom, Stephen Tatum 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 Ben Rushing regarding "LaGrave Field demolition meeting." Public comment was received from Kay Fulgham regarding "LaGrave Field - save it." Public comment was received from Otila Boddy regarding "LaGrave Field." Public comment was received from Denise Salerno regarding "preserving rich history." Public comment was received from Sharon Gabert regarding "LaGrave Field."

Director Hill moved to approve the minutes from the meeting held on May 21, 2024.

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 Team moved to approve a contract amendment in an amount not-to-exceed \$358,248 with Accurate Inspections, LLC for construction materials inspection and testing services for IPL Pipeline Section 19-2 Part A project. The total not-to-exceed contract value, including this proposed amendment, is \$1,075,248. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract amendment. Funding for this item is included in the Dallas Bond Fund. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of management, Director Kelleher moved to approve a task order contract in an amount not-to-exceed \$947,790 with Kleinfelder, Inc. for construction materials inspection and testing services for IPL Pipeline Section 19-2 Part A project. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the task order contract. Funding for this item is included in the Dallas Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

6.

With the recommendation of management, Director Motheral moved to approve a contract amendment in an amount not-to-exceed \$355,000 with Steel Inspectors of Texas, Inc. for construction materials inspection and testing services for IPL Pipeline

Section 19-2 Part A project. The total not-to-exceed contract value, including this proposed amendment, is \$730,000. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract amendment. Funding for this item is included in the Dallas Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Team moved to approve a contract amendment in an amount not-to-exceed \$1,625,766.82 with CAS Consulting & Services, Inc. for Integrated Pipeline Resident Project Representative Services to continue supporting the IPL Phase 3 Section 19 Long Tunnel Crossing project. The total not-to-exceed contract value, including this proposed amendment will be \$11,980,538.12. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract amendment. Funding for this item is included in the Dallas 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 a contract in an amount not-to-exceed \$11,690,906 with BAR Constructors, Inc for Cedar Creek Section 2 Pipeline Replacement Phase 1A construction. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

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

contract in an amount not-to-exceed \$3,258,718 with Freese and Nichols, Inc. for construction management services for the Cedar Creek Section 2 Pipeline Replacement Phases 1A and 1B. Funding for this item is included in the Bond Fund. Director Motheral 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 an amount not-to-exceed \$5,947,925 with CDM Smith for engineering design and bidding services for the new Richland-Chambers Lake and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment project. The basic services for this contract are not-to-exceed \$5,689,905. Additional services are not-to-exceed \$258,020, which require written authorization from the District to be performed should the District elect to procure construction for the Richland-Chambers and Cedar Creek Lake Pump Station sites separately. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

11.

With the recommendation of management, Director Motheral moved to approve a task order contract in an amount not-to-exceed \$285,600 with Azcarate & Associates Consulting Engineers, LLC to provide engineering services, including design, bid and construction services, for the Benbrook Lake Pump Station Electrical Room Cooling Improvements. Funding for this item is included in the Bond Fund. 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 a task

order in an amount not-to-exceed \$174,687 with Freese and Nichols, Inc. to perform engineering, structural, and operational evaluation of the Eagle Mountain Dam Original Service Spillway (Phase II). Funding for this item is included in the Fiscal Year 2024 General Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Kelleher moved to approve task order in an amount not-to-exceed \$424,821 with Freese and Nichols, Inc. to perform engineering and subsurface investigations and analysis for Phase III of the Richland-Chambers Reservoir Comprehensive Evaluation. Funding for this item is included in the Fiscal Year 2024 Revenue Fund Budget and the Proposed Fiscal Year 2025 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

14.

With the recommendation of management, Director Kelleher moved to approve a contract in an amount not-to-exceed \$736,262 with Archer Western Construction, LLC for installation of three electro-hydraulic actuators on the pump discharge control valves at the Richland-Chambers Low-Capacity Waxahachie Pump Station. Funding for this item is included in the Fiscal Year 2024 Revenue Fund Budget and the Proposed Fiscal Year 2025 Revenue Fund Budget. Director Team seconded the motion, and the votes were 4 in favor, 0 against. Director Hill was not present for the vote.

15.

With the recommendation of management, Director Team moved to approve a

contract in an amount not-to-exceed \$342,165 with NSI Engineering for control systems integrator services for the Supervisory Control and Data Acquisition Programmable Logic Controller upgrades at Benbrook Lake Pump Station and Rolling Hills Booster Pump Station. Funding for this item is included in the Fiscal Year 2024 Revenue Fund Budget and the Proposed Fiscal Year 2025 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against. Director Hill was not present for the vote.

16.

With the recommendation of management, Director Kelleher moved to approve a contract in an amount not-to-exceed \$449,709.69 with CDM Smith for professional engineering services to develop a Supervisory Control and Data Acquisition System Master Plan. Funding for this item is included in the Fiscal Year 2024 Revenue Fund Budget and the Proposed Fiscal Year 2025 Revenue Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

17.

With the recommendation of management, Director Hill moved to approve a contract in the amount of \$190,559.05 with Zack Construction Company LLC for construction of a concrete slab and building shell for the Richland-Chambers Water Quality Lab. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract amendment. Funding for this item is included in the Fiscal Year 2024 Revenue Fund Budget. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

With the recommendation of management, Director Hill moved to approve insurance renewal for a one-year period in the amount of \$1,015,409 for Property Lines of Coverage, \$282,542 for Casualty Lines of Coverage, and \$185,123 for Workers' Compensation Coverage, with Sedgwick as the selected vendor of the Texas Water Conservation Association Risk Management Fund. The cost of Workers' Compensation coverage is an estimate based on actual salaries times job classification rates and the TRWD experience modifier. Funding for this item is included in the Proposed Fiscal Year 2025 General Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

19.

Staff Updates

- Water Resources and Planning Update presented by Rachel Ickert, Chief Water Resources Officer
- MWBE Vendor Participation Update presented by Crystal Alba, Diverse Business Specialist
- Recognize 50 Years of Service presented by Alan Thomas, Deputy General Manager

The Board of Directors recessed for a break from 10:05 a.m. to 10:09 a.m.

20.

The Board next held an Executive Session commencing at 10:10 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 11:11 a.m., the President reopened the meeting.

21.

With the recommendation of management, Director Team moved to preserve as much history and memorabilia as practical from the LaGrave Field structures, save the dugouts for possible future use and proceed with demolition of the stadium and bleachers. Director Hill seconded the motion and noted that this vote is consistent with the recommendations of the HR&A report and does not represent a decision on future land use. Director Motheral agreed with Director Hill's statement and reiterated the vote is regarding the current structures at the site and is not a vote regarding a possible future sporting use for the property. The votes were 5 in favor, 0 against.

22.

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 temporary easement interest across a 0.678-acre tract of land situated in the J. Lawrence Survey, Abstract No. 616, City of Midlothian, Ellis County, Texas, and being a portion of a called 20.88-acre tract of land conveyed to Larry Don Bankston as recorded in Volume 2142, Page 525 of the Deed Records of Ellis County, Texas, and being further described in the accompanying resolution and in the survey plat attached hereto for the appraised value of \$29,200.

EXHIBIT "A" TARRANT REGIONAL WATER DISTRICT CEDAR CREEK SECTION 2 REPLACEMENT PARCEL NO. 22-TCE

TEMPORARY CONSTRUCTION EASEMENT J. LAWRENCE SURVEY, ABSTRACT NO. 616 CITY OF MIDLOTHIAN ELLIS COUNTY, TEXAS

Being a temporary construction easement situated in the J. Lawrence Survey, Abstract No. 616, City of Midlothian, Ellis County, Texas, and being a portion of a called 20.88 acre tract of land conveyed to Larry Don Bankston as recorded in Volume 2142, Page 525 of the Deed Records of Ellis County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found for the southwest corner of said called 20.88 acre tract of land and for a northwest corner of a tract of land conveyed to the US Army Corps of Engineers (no record data found), said 1/2" iron rod being in the east line of F.M. Highway 661 (a variable width right-of-way); THENCE North 78 degrees 50 minutes 51 seconds East, with the southerly line of said called 20.88 acre tract of land and with a northerly line of said US Army Corps of Engineers tract of land, a distance of 441.97 feet to a calculated point for the **POINT OF BEGINNING**, said calculated point being in the northeast line of a 130' Pipeline Right-of-Way granted to Tarrant County Water Control and Improvement District Number One as recorded in Volume 493, Page 618 of said Deed Records of Ellis County, Texas, said calculated point having grid coordinates of N=6,879,614.56 and E=2,410,985.15;

- **THENCE** North 52 degrees 34 minutes 43 seconds West, with the northeast line of said 130' Pipeline Right-of-Way, a distance of 549.57 feet to a calculated point for corner in the west line of said called 20.88 acre tract of land and in the east line of said F.M. Highway 661;
- **THENCE** North 00 degrees 01 minutes 33 seconds East, with the west line of said called 20.88 acre tract of land and with the east line of said F.M. Highway 661, a distance of 62.94 feet to a calculated point for corner;
- **THENCE** South 52 degrees 34 minutes 43 seconds East, a distance of 631.91 feet to a calculated point for corner in the southerly line of said called 20.88 acre tract of land and in a northerly line of said tract of land conveyed to US Army Corps of Engineers, from which a 2 inch brass cap stamped "USACE" found for the southeast corner of said called 20.88 acre tract of land and in the west line of old F.M. Highway 661 (abandoned) bears North 78 degrees 50 minutes 51 seconds East, a distance of 54.69 feet;

(Exhibit "A")

GORRONDONA & ASSOCIATES, INC. 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TEXAS 76137 817-496-1424 FAX 817-496-1768

THENCE South 78 degrees 50 minutes 51 seconds West, with the southerly line of said 20.88 acre tract of land and with a northerly line of said tract of land conveyed to US Army Corps of Engineers, a distance of 66.68 feet to the **POINT OF BEGINNING**, and containing 29,537 square feet or 0.678 acres of land, more or less.

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.

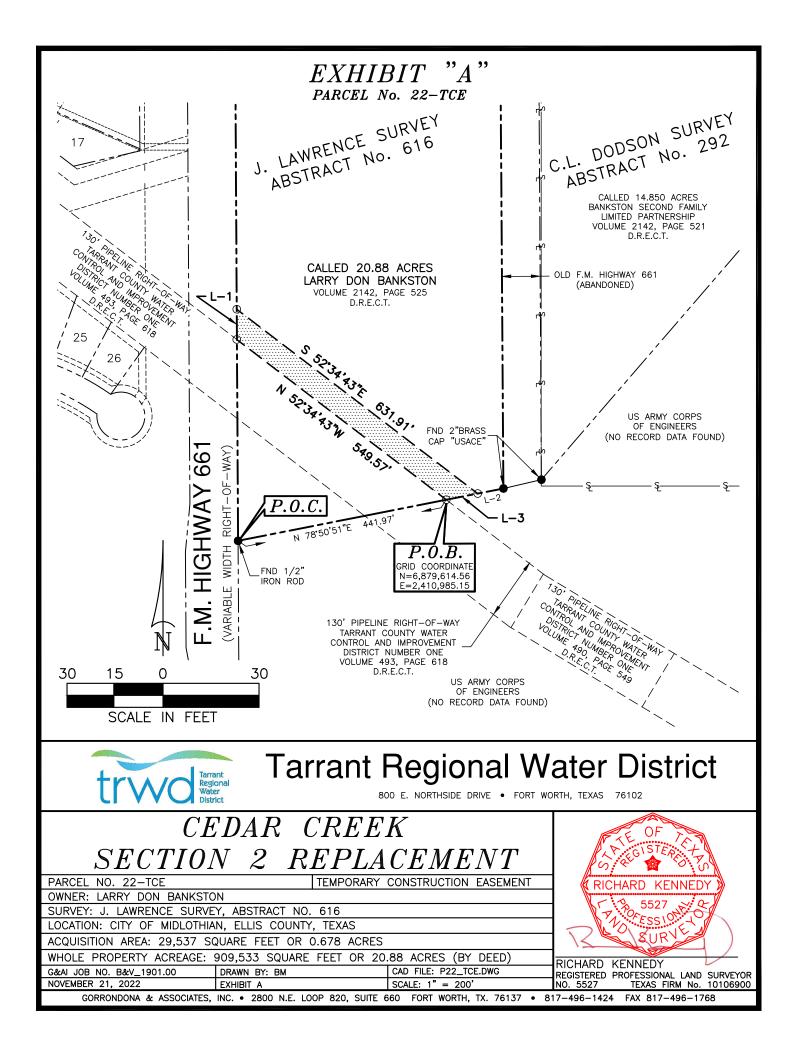
November 21, 2022

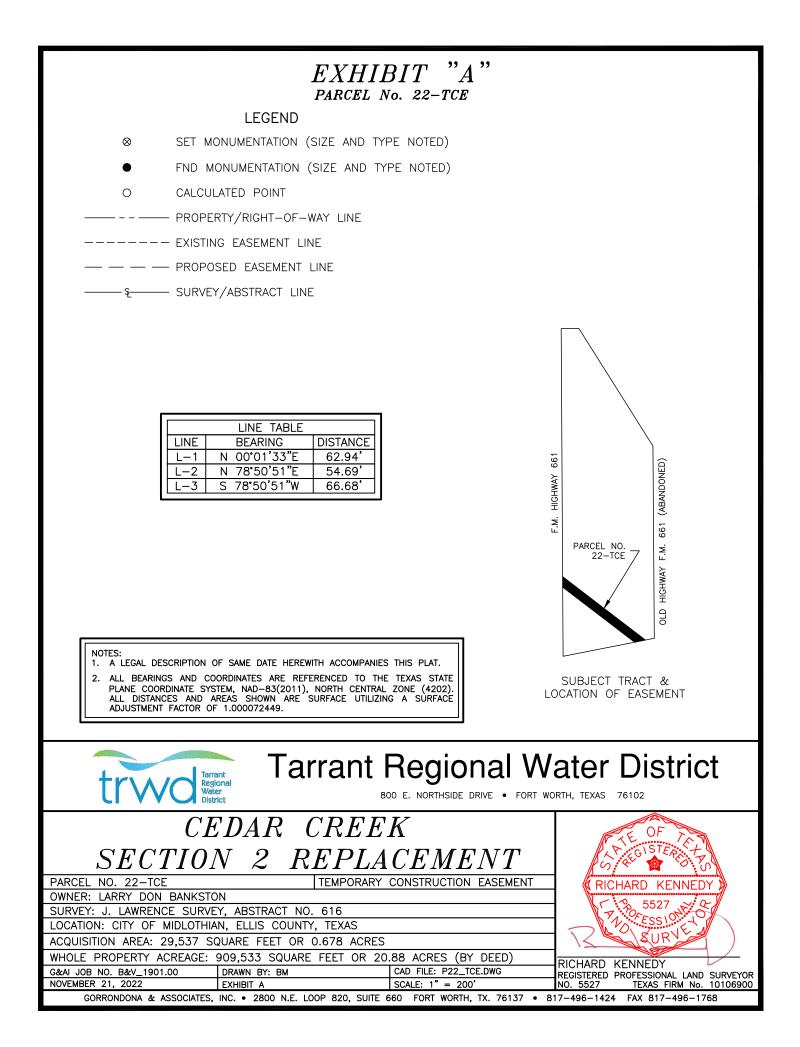


Richard Kennedy Registered Professional Land Surveyor Texas No. 5527 Gorrondona & Associates, Inc. Texas Firm No. 10106900

(Exhibit "A")

GORRONDONA & ASSOCIATES, INC. 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TEXAS 76137 817-496-1424 FAX 817-496-1768





In addition, the General Manager of the District 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 Motheral seconded the motion, and the votes were 5 in favor, 0 against.

23.

With the recommendation of management, Director Team moved to approve conveyance to Meacham Capital Partners, LLC, a Texas limited liability company, fee simple title to an approximately 0.393-acre tract of land situated in the J.T. Hobbs Survey, Abstract Number 806, in the City of Fort Worth, Tarrant County, Texas, and being part of a called 23.84-acre tract of land conveyed to the District by deed recorded in Instrument Number D221379636, Official Public Records, Tarrant County, Texas, such tract of land to be conveyed by the District being more specifically described on the accompanying resolution and by the metes and bounds description and survey plat attached hereto.

EXHIBIT "A"

TARRANT REGIONAL WATER DISTRICT 23.84 ACRE TRACT J.T. HOBBS SURVEY, A-806 FORT WORTH, TARRANT COUNTY, TEXAS

LAND PARTITION

BEING a 17,097 square foot (0.393 acre) tract of land situated in the J.T. Hobbs Survey, Abstract Number 806, in the City of Fort Worth, Tarrant County, Texas, and being part of a called 23.84 acre tract of land conveyed to the Tarrant Regional Water District (henceforth referred to as TRWD) by the Special Warranty Deed recorded in Instrument Number D221379636, Official Public Records, Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a TxDOT Monument found in the Northwesterly line of said TRWD tract and the Southeasterly line of Northwest Loop 820 right-of-way (a variable width public right-of-way) and being at the beginning of a curve to the left having a radius of 300.00 feet, from which a 1/2-inch iron pipe found in the Northwesterly line of said TRWD tract and the Southeasterly line of said Northwest Loop 820 right-of-way bears North 58 degrees, 23 minutes, 45 seconds East, a distance of 358.29 feet. Said **POINT OF COMMENCING** having coordinates of N: 6,986,236.267, E: 2,312,884.316, Grid;

THENCE: with the Northwesterly line of said TRWD tract and the Southeasterly line of said Northwest Loop 820 right-of-way and with said curve to the left, through a central angle of 59 degrees, 01 minutes, 20 seconds, an arc distance of 309.04 feet (the long chord of which bears South 29 degrees, 04 minutes, 31 seconds West, a distance of 295.56 feet) to a 1/2-inch iron pipe found in the West line of said TRWD tract and the East line of the Old Decatur Road right-of-way (a variable width public right-of-way);

THENCE: South 00 degrees, 29 minutes, 11 seconds East, with the West line of said TRWD tract and the East line of said Old Decatur Road right-of-way, a distance of 181.95 feet to an ell corner in said TRWD tract and said Old Decatur Road right-of-way;

THENCE: South 89 degrees, 30 minutes, 49 seconds West, with the common line of said TRWD tract and said Old Decatur Road right-of-way, a distance of 10.34 feet to an ell corner in said TRWD tract and said Old Decatur Road right-of-way;

THENCE: South 00 degrees, 28 minutes, 51 seconds East, with the West line of said TRWD tract and the East line of said Old Decatur Road right-of-way, a distance of 207.91 feet to the Southwest corner of said TRWD tract and the West most Northwest corner of a called 63.863 acre tract of land situated in said Hobbs Survey, conveyed to Meacham Capital Partners LLC by the Special Warranty Deed recorded in Instrument Number D218275695, said Official Public Records;

THENCE: North 89 degrees, 31 minutes, 09 seconds East, departing the East line of said Old Decatur Road right-of-way, with the South line of said TRWD tract and the South most North line of said Meacham Capital Partners tract, a distance of 136.83 feet to a 5/8-inch iron rod with a red plastic cap stamped 'CRIADO' set for the **POINT OF BEGINNING** of the tract herein described. Said **POINT OF BEGINNING** having coordinates of N: 6,985,589.573, E: 2,312,870.571, Grid;

THENCE: North 89 degrees, 31 minutes, 09 seconds East, departing the South most North line of said Meacham Capital Partners tract, over and across said TRWD tract, a distance of 758.37 feet to a 5/8-inch iron rod with a red plastic cap stamped 'CRIADO' set in the Southeasterly line of said TRWD tract and the Northwesterly line of said Meacham Capital Partners tract;

EXHIBIT "A"

TARRANT REGIONAL WATER DISTRICT 23.84 ACRE TRACT J.T. HOBBS SURVEY, A-806 FORT WORTH, TARRANT COUNTY, TEXAS

LAND PARTITION

THENCE: South 25 degrees, 46 minutes, 54 seconds West, with the Southeasterly line of said TRWD tract and the Northwesterly line of said Meacham Capital Partners tract, a distance of 15.44 feet to a 5/8-inch iron rod with a red plastic cap stamped 'CRIADO' set at the beginning of a curve to the right having a radius of 20.00 feet;

THENCE: continuing with the Southeasterly line of said TRWD tract and the Northwesterly line of said Meacham Capital Partners tract and with said curve to the right, through a central angle of 63 degrees, 44 minutes, 30 seconds, an arc distance of 22.25 feet (the long chord of which bears South 57 degrees, 39 minutes, 02 seconds West, a distance of 21.12 feet) to a 5/8-inch iron rod with a red plastic cap stamped 'CRIADO' set in the South line of said TRWD tract and the South most North line of said Meacham Capital Partners tract;

THENCE: South 89 degrees, 31 minutes, 12 seconds West, with the South line of said TRWD tract and the South most North line of said Mecham Capital Partners tract, a distance of 628.76 feet to a 5/8-inch iron rod with a red plastic cap stamped 'CRIADO' set at the beginning of a curve to the right having a radius of 20.00 feet;

THENCE: continuing with the South line of said TRWD tract and the South most North line of said Meacham Capital Partners tract and with said curve to the right, through a central angle of 28 degrees, 35 minutes, 26 seconds, an arc distance of 9.98 feet (the long chord of which bears North 77 degrees, 48 minutes, 26 seconds West, a distance of 9.87 feet) to a 5/8-inch iron rod with a red plastic cap stamped 'CRIADO' set at the beginning of a curve to the left having a radius of 210.00 feet;

THENCE: continuing with the South line of said TRWD tract and the South most North line of said Mecham Capital Partners tract and with said curve to the left, through a central angle of 26 degrees, 57 minutes, 42 seconds, an arc distance of 98.82 feet (the long chord of which bears North 76 degrees, 59 minutes, 58 seconds West, a distance of 97.91 feet) to the **POINT OF BEGINNING** and containing 17,097 square feet (0.393 acres) of land, more or less.

EXHIBIT "A"

TARRANT REGIONAL WATER DISTRICT 23.84 ACRE TRACT J.T. HOBBS SURVEY, A-806 FORT WORTH, TARRANT COUNTY, TEXAS

LAND PARTITION

Note: All bearings cited hereon are based on the North American Datum of 1983 (NAD '83), 2011 Adjustment, Texas State Plane Coordinate System, North Central Zone (4202). All distances cited are scaled to surface using a combined scale factor of 1.00012. All areas cited hereon are calculated based on surface measurements. Units are US Survey Feet.

This real property description is accompanied by a separate map of survey of even date.

This map or plat was prepared from an accurate survey conducted on the ground under my direct supervision in January 2024.

* 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 FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

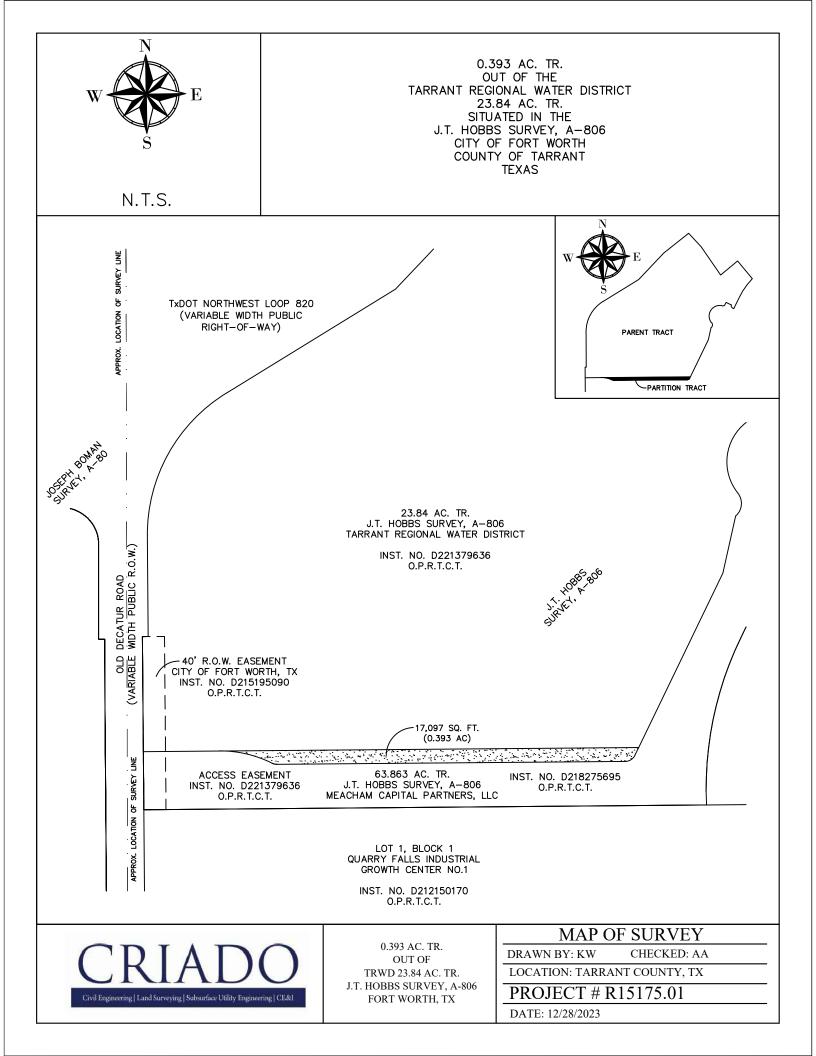
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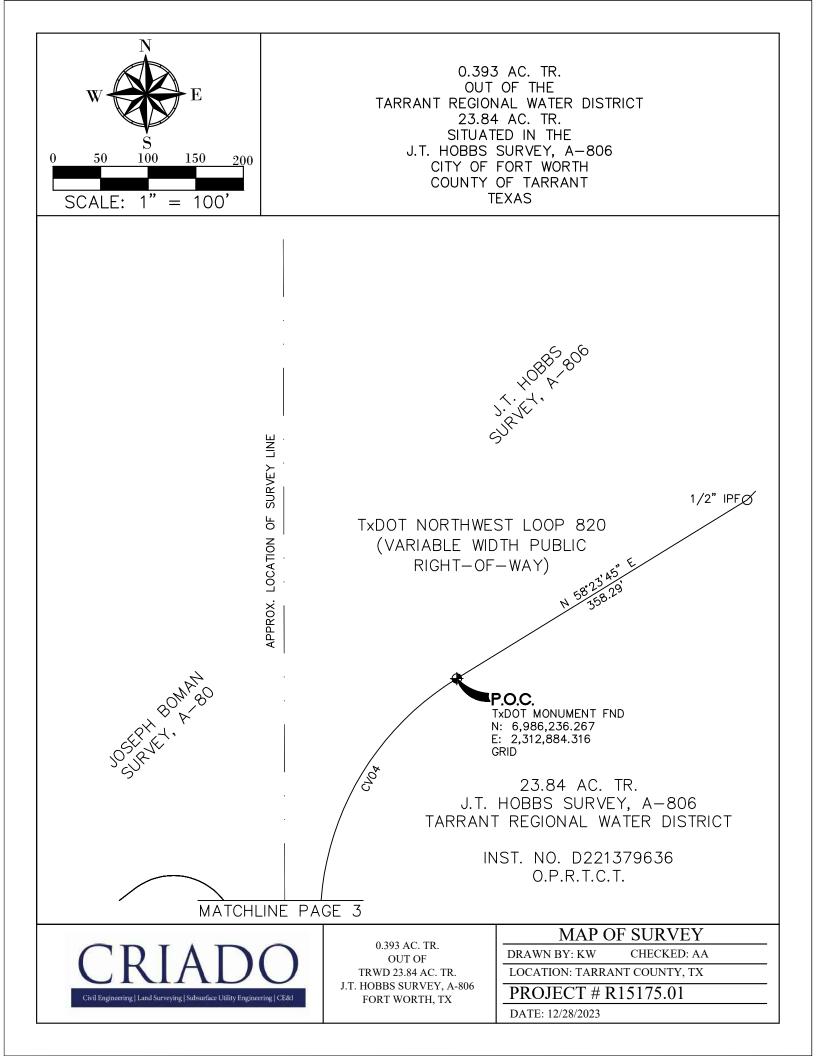
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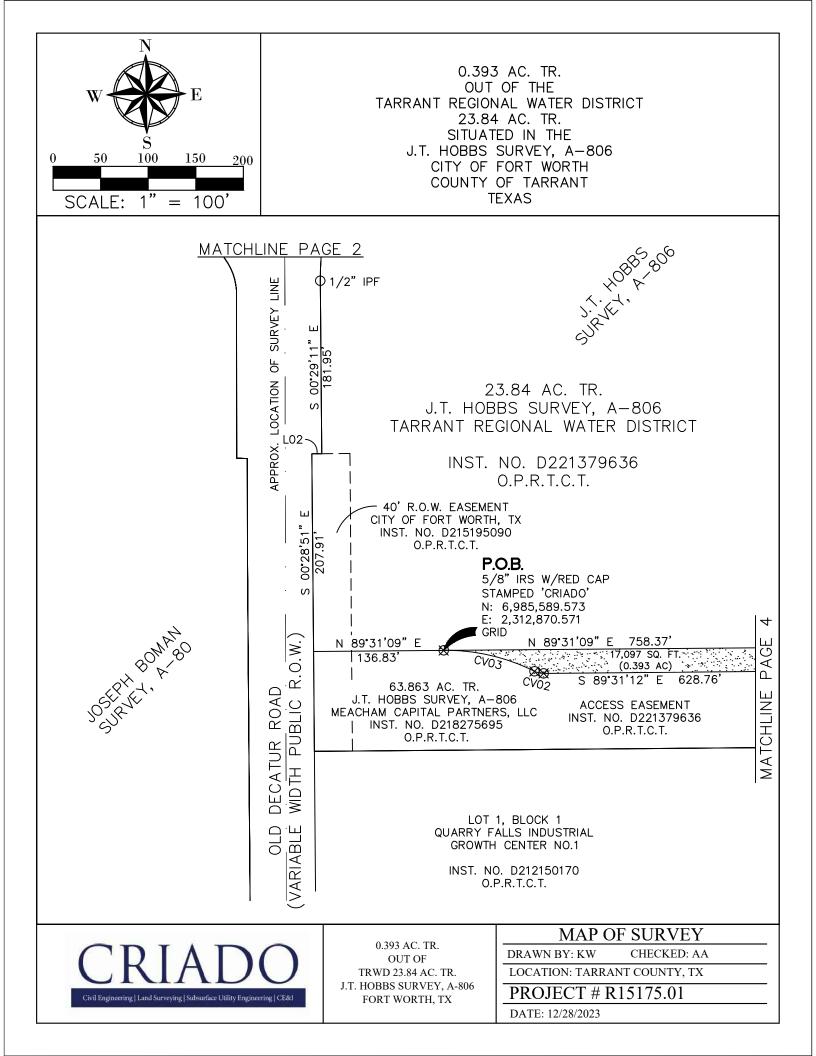
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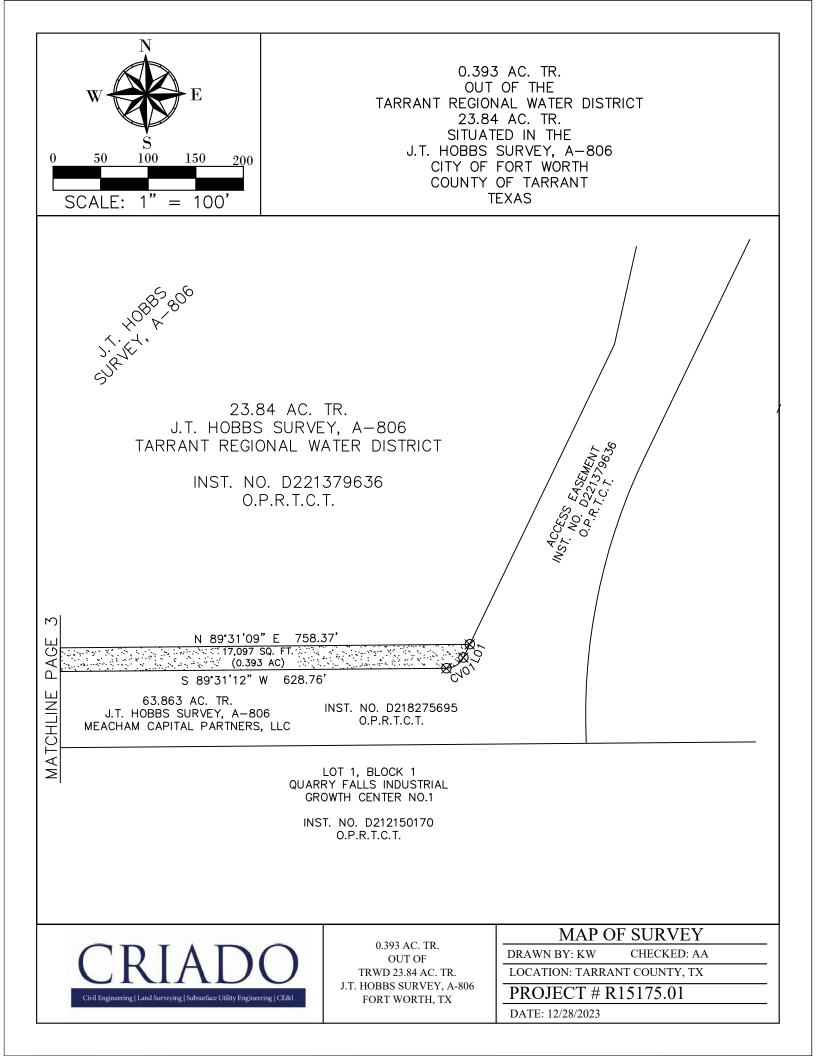
S/Kevin Wendell, RPLS #5500 Registered Professional Land Surveyor State of Texas

Criado and Associates, Inc TBPLS Firm Registration No. 10163300 3030 Lyndon B. Johnson Fwy, Suite 600 Dallas, Texas 75234 (469) 547-6057 kwendell@criadoassociates.com C. S. KEVIN WENDELL











0.393 AC. TR. OUT OF THE TARRANT REGIONAL WATER DISTRICT 23.84 AC. TR. SITUATED IN THE J.T. HOBBS SURVEY, A-806 CITY OF FORT WORTH COUNTY OF TARRANT TEXAS

LINE TABLE					
LINE NO.	BEARING	DISTANCE			
L01	S 25°46'54" W	15.44'			
L02	S 89°30'49" W	10.34'			

CURVE TABLE					
CURVE NO.	. △ ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
	63°44'30" RT		22.25'	S 57°39'02" W	21.12'
CV02	28°35'26" RT	20.00'	9.98'	N 77°48'26" W	9.87'
CV03	26°57'42" LT	210.00'	98.82'	N 76°59'58" W	97.91'
CV04	59°01'20" LT	300.00'	309.04'	S 29°04'31" W	295.56'

LEGEND					
0	MONUMENT FOUND (AS NOTED)				
Ø	5/8" IRON ROD WITH RED CAP STAMPED 'CRIADO' SET				
0.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS				
D.R.T.C.T.	DEED RECORDS OF ROCKWALL COUNTY, TEXAS				
INST. NO.	INSTRUMENT NUMBER				
VOL./PG.	VOLUME/PAGE				
P.O.C.	POINT OF COMMENCING				
P.O.B.	POINT OF BEGINNING				
IRF	IRON ROD FOUND				
IPF	IRON PIPE FOUND				
R.O.W.	RIGHT-OF-WAY				

NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD '83). ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.00012. UNITS ARE US SURVEY FEET.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE SURVEYOR DID NOT RESEARCH THE SUBJECT PROPERTY TITLE INFORMATION AND/OR ENCROACHMENTS. THERE MAY BE EASEMENT AND OR RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON.

3. THIS MAP OF SURVEY IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION OF EVEN DATE.

4. A 5/8-INCH IRON ROD WITH A RED PLASTIC CAP STAMPED 'CRIADO' SET AT ALL PARCEL CORNERS.



THIS IS TO CERTIFY THAT THIS MAP OF SURVEY WAS PREPARED FROM AN ACCURATE SURVEY CONDUCTED ON THE GROUND UNDER MY DIRECT SUPERVISION NOVEMBER 2023.

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KÉVIN WENDELL REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 5500

DATE: 05/01/24



0.393 AC. TR. OUT OF TRWD 23.84 AC. TR. J.T. HOBBS SURVEY, A-806 FORT WORTH, TX

DRAWN BY: KW CHECKED: AA LOCATION: TARRANT COUNTY, TX PROJECT # R15175.01

MAP OF SURVEY

DATE: 12/28/2023

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

24.

There were no future agenda items approved.

25.

The next board meeting was scheduled for July16, 2024, at 9:00 a.m.

26.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: July 16, 2024

SUBJECT: CONSIDER APPROVAL OF ORDER AUTHORIZING THE ISSUANCE OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, UNLIMITED TAX BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING THE PROCEDURES OF SELLING AND DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

FUNDING: N/A

RECOMMENDATION:

Management and the Finance Committee recommend approval of an order authorizing the issuance of Tarrant Regional Water District, a Water Control and Improvement District, Unlimited Tax Bonds; levying an Ad Valorem Tax in support of the bonds; establishing the procedures of selling and delivering the bonds; and authorizing other matters related to the issuance of the bonds.

DISCUSSION:

The Finance Committee reviewed the issuance of the Unlimited Tax Bonds on July 9, 2024. In May 2018, voters in the District approved \$250 million in flood control bond financing for the project. The Bonds are the first series of bonds issued from the voted authorization. The Bonds are being issued (i) for the purpose of purchasing, constructing, acquiring, owning, leasing, operating, repairing, improving, or extending land, improvements, facilities, plants, equipment, and appliances for flood control and drainage facilities (not to exceed \$66 million); and (ii) to pay costs associated with the issuance of the Bonds. In the Bond Order, the Board is delegating pricing authority to the General Manager, Deputy General Manager, and Chief Financial Officer, separately, subject to certain parameters being met, see attached Bond Order.

The Trinity River Vision Master Plan (the "Master Plan") is the result of a process which commenced approximately 23 years ago through a collaboration of community volunteers, elected officials, administrators and urban planners. The Master Plan encompasses 88 miles of the Trinity River and its greenbelts and tributaries throughout the Fort Worth area. The purpose of the "vision" is to advocate for this natural resource, keeping the river beautiful, accessible, enjoyable and productive and to ensure that it remains a valuable asset for the entire community. The Master Plan addresses such issues as flood protection, the environment, ecosystems, recreational opportunities, access to the waterfront, preserving green space and revitalization based around the

Trinity River at a cost of \$1.2 billion dollars. The Trinity River Vision Project is being funded with federal funds, captured property taxes ("TIF Revenues") on the development of property benefited by the Trinity River Vision Project and funds to be provided by the District (including proceeds from the Bonds), the City of Fort Worth and Tarrant County. On January 19, 2022, the Central City Flood Control Project received \$403 million in funding for the U.S. Army Corps of Engineers ("USACE") to complete the final design of all project components and construction of the bypass channel. The District and the other participants are continuing to complete the project components they are responsible for in order to stay ahead of the USACE.

The District has used the production royalties it received from its mineral interests within the Barnett Shale to meet its financial obligations on the Trinity River Vision Project thus far. Upon the issuance of the Bonds, the District will be obligated to levy a tax to repay the Bonds, as needed. However, the District intends to use TIF Revenues to repay the debt. Attached is an estimate of timing for the remaining voter authorized bond issues and a map showing the Central City Project area.

The District intends to offer the Bonds through a sealed bid competitive sale in August and then close and receive the bond proceeds in September.

Representatives of Hilltop Securities, Inc. and The RSI Group, LLC, the District's Co-Financial Advisors, and McCall, Parkhurst and Horton, LLP and Escamilla & Poneck, LLP, the District's Co-Bond Counsel, will be available should there be any questions.

This item was reviewed by the Finance Committee on July 9, 2024.

Submitted By:

Sandy Newby Chief Financial Officer ORDER AUTHORIZING THE ISSUANCE OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, UNLIMITED TAX BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING THE PROCEDURES OF SELLING AND DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

THE STATE OF TEXAS	§
COUNTY OF TARRANT	§
TARRANT REGIONAL WATER DISTRICT	
A WATER CONTROL AND IMPROVEMENT DISTRICT	§

WHEREAS, Tarrant Regional Water District, a Water Control and Improvement District, (formerly known as "Tarrant County Water Control and Improvement District Number One") (the "Issuer" or the "District") is a political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59 of the Texas Constitution, pursuant to the general laws of the State of Texas, including Chapters 49 and 51, Texas Water Code, and pursuant to the provisions of Chapter 268, Acts of 1957, 55th Legislature of Texas, Regular Session, as amended (collectively the "District Act"); and

WHEREAS, at an election held on May 5, 2018 (the "Bond Election"), the voters of the District authorized the Board of Directors (the "Board") of the District to issue bonds of the District maturing serially or otherwise over a period or periods not exceeding forty (40) years from their date or dates, bearing interest at a rate not to exceed the maximum authorized by law at the time such bonds are issued (in whole or in part thereof), all as may be determined by the Board, in the maximum amount of two hundred fifty million dollars (\$250,000,000) for the purpose of purchasing, constructing, acquiring, owning, leasing, operating, repairing, improving, or extending land, improvements, facilities, plants, equipment, and appliances for flood control and drainage facilities in order to gather, conduct, divert, and control local harmful excesses of water, as well as all expenses in any manner incidental thereto, all in accordance with the Engineer's Report filed in the office of the District; making payments under contracts pursuant to section 49.213 of the Texas Water Code; refunding bond anticipation notes; and paying such expenses as are incidental to the administration and financing of the District, which under applicable law may properly be paid from the proceeds of such bonds; and in an amount not in excess of one and one-half times the amount of bonds or other evidences of indebtedness previously issued by the District for the purpose of refunding any bonds or other evidences of indebtedness issued by the District for any of the foregoing purposes; and shall the Board be authorized to provide for the payment of the principal of and the interest and redemption price on all of such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District which, together with other funds of the district available therefor, will be sufficient to pay the bonds, as authorized by the Constitution and laws of the State of Texas, including particularly (but not by way of limitation Chapter 268, Acts of the 55th Legislature of the State of Texas, Regular Session, 1957, as amended) Chapters 49 and 51 of the Texas Water Code, to the extent applicable, together with all amendments and additions thereto.

WHEREAS, the Issuer will authorize the Bonds (hereinafter defined) pursuant to the District Act and Chapter 1371, Texas Government Code, as amended; and

WHEREAS, the Board deems it necessary and advisable at this time to issue the Bonds, reserving the right in the future to issue the remaining bonds authorized at the Bond Election; and

WHEREAS, the meeting was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT:

ARTICLE ONE

PREAMBLE

SECTION 1.01 INCORPORATION OF PREAMBLE. The Board of Directors of the District hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that the recitals are true and correct.

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01. **DEFINITIONS**. When used in this Order, except in Article Six, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Additional Bonds" means the additional bonds payable from ad valorem taxes which the Board of Directors expressly reserves the right to issue in Section 11.01 of this Order.

"Approval Certificate" means the certificate to be executed and delivered pursuant to Section 3.02 hereof in connection with the issuance of the Bonds.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Bonds.

"Authorized Investments" means authorized obligations as set forth in the Public Funds Investment Act, Chapter 2256, Texas Government Code and the District's Investment Policy.

"Authorized Officer" means the President, Vice President, Secretary or Assistant Secretary of the District.

"Authorized Representative" means the General Manager, the Deputy General Manager, and the Chief Financial Officer of the District authorized, appointed, and designated to act on behalf of the District as provided herein.

"Board of Directors" or "Board" means the governing body of the District.

"Bond Election" means the election held on May 5, 2018, at which the issuance of a maximum amount of \$250,000,000 in bonds was authorized to be issued by the District for the purpose of providing flood control and drainage facilities and an amount not exceeding one and one-half times the amount of bonds or other evidences of indebtedness previously issued by the District was authorized for the purpose of refunding bonds or other obligations of the District issued for providing flood control and drainage facilities.

"Bond Order" or "Order" means, this Order of the Board of Directors authorizing the issuance of the Bonds.

"Bonds" means the Bonds, as defined in section 3.01 of the Order, issued and delivered pursuant to this Order and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Business Day" means any day which is not a Saturday, Sunday, or day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent.

"District" or "Issuer" means Tarrant Regional Water District, A Water control and Improvement District and any other public agency succeeding to the powers, rights, privileges, and functions of the District and, when appropriate, the Board of Directors of the District.

"DTC" means The Depository Trust Company of New York.

"Exchange Bonds" means Bonds registered, authenticated, and delivered by the Registrar, as provided in Section 4.01 of this Order.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fiscal Year" means the twelve-month accounting period for the District, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Board of Directors.

"Initial Bond" means the Bond authorized, issued, and initially delivered as provided in Section 3.02 of this Order.

"Interest Payment Date" means a date on which interest on the Bonds is due and payable. Interest on the Bonds is due and payable semi-annually on each March 1 and September 1, commencing on the Interest Payment Date set forth in the Approval Certificate thereafter until the earlier of maturity or redemption.

"Issuance Date" means the date of initial delivery of the Bonds to the Underwriter.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the District at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Order.

"Paying Agent/Registrar" or "Registrar" means BOKF, NA, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the District to act as paying agent and registrar for the Bonds in accordance with the terms of this Order.

"Record Date" means the fifteenth day of the month immediately preceding an Interest Payment Date whether or not a business day.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Order.

"Register" means the registry system maintained on behalf of the District by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Replacement Bonds" means the Bonds authorized by the District to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 4.02 of this Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"System" means the land, improvements, facilities, plants, equipment, and appliances for the purpose of purchasing, constructing, acquiring, owning, leasing, operating, repairing, improving, or extending land, improvements, facilities, plants, equipment, and appliances for flood control and drainage facilities in order to gather, conduct, divert, and control local harmful excesses of water, as well as all expenses in any manner incidental thereto, all in accordance with the Engineer's Report filed in the office of the District; provided that the System shall not include facilities acquired or constructed to perform contracts between the District and other persons, including private corporations, municipalities and political subdivisions which are financed by proceeds of the District's revenue bonds issued particularly to finance facilities needed to perform such contracts.

"Underwriter" means the initial purchaser or purchasers of the Bonds.

SECTION 2.02. INTERPRETATIONS. The titles and headings of the articles and sections and the page numbers of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof.

ARTICLE THREE

<u>AUTHORIZATION, REGISTRATION, EXECUTION,</u> <u>AND AUTHENTICATION OF BONDS</u>

AMOUNT, NAME, PURPOSE, AND AUTHORIZATION. **SECTION 3.01**. Each Bond issued pursuant to this Order shall be issued under and by virtue of the Constitution and laws of the State of Texas, including particularly Article XVI, Section 59 of the Texas Constitution, the District Act, Chapter 1371, Texas Government Code, as amended, and, to the extent applicable, Chapters 49 and 51, Texas Water Code, as amended, and shall be known and designated as "Tarrant Regional Water District, A Water Control and Improvement District Unlimited Tax Bonds," shall be dated the date and shall be issued in the aggregate principal amount set forth in the Approval Certificate for the purpose of purchasing, constructing, acquiring, owning, leasing, operating, repairing, improving, or extending land, improvements, facilities, plants, equipment, and appliances for flood control and drainage facilities in order to gather, conduct, divert, and control local harmful excesses of water, as well as all expenses in any manner incidental thereto, all in accordance with the Engineer's Report filed in the office of the District; making payments under contracts pursuant to section 49.213 of the Texas Water Code; refunding bond anticipation notes; and paying such expenses as are incidental to the administration and financing of the District, which under applicable law may properly be paid from the proceeds of such Bonds; and paying certain costs of issuing the Bonds. The authority of the Authorized Representative to execute the Approval Certificate shall expire on July 16, 2025. Bonds priced on or before July 16, 2025, may close after such date.

<u>SECTION 3.02.</u> <u>FORM, DATE, NUMBERS, AND DENOMINATION</u>. (a) There initially shall be issued, sold and delivered fully registered bonds, without interest coupons, numbered consecutively from R-1 upward (except the initial Bonds delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than forty (40) years from their date, serially or otherwise on the dates, in the years and in the principal amounts, respectively, all as set forth in the Approval Certificate to be executed and delivered by the Authorized Representative pursuant to subsection (b) of this Section. The Approval Certificate is hereby incorporated in and made a part of this Order and shall be filed in the minutes of the Board as a part of this Order.

As authorized by Chapter 1371, Texas Government Code, as amended, the General (b) Manager, the Deputy General Manager, and the Chief Financial Officer of the Issuer are each hereby designated as an "Authorized Representative" of the Issuer, and each is hereby authorized, appointed, and designated as the officer or employee of the Issuer authorized to act on behalf of the Issuer, which actions shall be evidenced by a certificate executed by such Authorized Representative (the "Approval Certificate") for a period not to extend beyond July 16, 2025, in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including the use of a book-entry only system with respect to the Bonds and the execution of an appropriate letter of representations if deemed appropriate, the determining and fixing of the date and the date of delivery of the Bonds, any additional or different designation or title by which the Bond shall be known (including, if the Bonds are issued on a taxable basis, inclusion of an appropriate designation as such), the price at which the Bonds will be sold (but in no event less than 97% of the principal amount of the Bonds), the principal amount (not exceeding \$66,000,000) of the Bonds, the amount of each maturity of principal thereof, the due date of each such maturity (not exceeding forty years from the date of the Bonds), the rate of interest to be borne by each such maturity (but in no event to result in the net effective interest rate on the Bonds exceeding 5.25% per annum), the initial interest payment date, the date or dates of any optional redemption thereof, any mandatory sinking fund redemption provisions, procuring municipal bond insurance, if any, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, and all other matters relating to the issuance, sale and delivery of the Bonds. It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless the Bonds are then rated by a nationally recognized rating agency in one of the four highest rating categories for a long-term instrument.

(c) The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BOND set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in the Approval Certificate.

SECTION 3.03. **PAYMENT OF PRINCIPAL AND INTEREST**. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds, shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable, whether at maturity or by prior redemption in the case of the Bonds, at the designated office for payment of the Registrar. The interest on each Bond shall be payable as provided in the Form of Bond by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Registered Owner as shown on the Register on the Record Date or, at the request of a Registered Owner, and at the Registered Owner's risk and expense, in such other manner as may be acceptable to the Registered Owner and the Registrar. Any accrued interest payable at maturity or earlier redemption, in the case of the Bonds, shall be paid upon presentation and surrender of the Bond to which such interest appertains.

If the date for payment on any Bond is a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions are authorized by law or executive order to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

<u>SECTION 3.04.</u> <u>SUCCESSOR REGISTRARS</u>. The District covenants that at all times while any Bonds are outstanding it will provide a bank, trust company, financial institution or other entity duly qualified and duly authorized to act as Registrar for the Bonds. The District reserves the right to change the Registrar on not less than 30 days written notice to the Registrar, so long as any such notice is effective at such time as to not disrupt payment on the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Registered Owner, by United States mail, first-class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

SECTION 3.05. SPECIAL RECORD DATE. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first-class, postage prepaid, not later than 5 days prior to the Special Record Date, to each affected Registered Owner of record as of the close of business on the day prior to the mailing of such notice.

SECTION 3.06. REGISTERED OWNERS. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Registered

Owner of such Bond for the purpose of making payment of principal or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District, nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section 3.06 shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

SECTION 3.07. EXECUTION OF BONDS. The Bonds shall be signed on behalf of the District by the President of the Board of Directors and attested by the Secretary or other Authorized Officer of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. The facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and the facsimile seal on the Bonds shall have the same effect as if the official seal of the District whose manual or facsimile signature appears on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

SECTION 3.09. AUTHENTICATION. The Initial Bond shall bear thereon a certificate of registration of the Comptroller of Public Accounts of the State of Texas, substantially in the form provided in Section 6.02 of this Order, manually executed by the Comptroller or a duly authorized deputy. All other Bonds shall bear a certificate of authentication, substantially in the form provided in Section 6.03 of this Order, manually executed by an authorized officer of the Registrar. No Bond shall be valid or obligatory for any purpose unless either the registration certificate of the Comptroller or the authentication certificate of the Registrar has been signed by a duly authorized officer thereof.

ARTICLE FOUR

REGISTRATION, TRANSFER, AND EXCHANGE

SECTION 4.01. REGISTRATION, TRANSFER, AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep at its designated office for payment the Register, in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the designated office for payment of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or an authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within 72 hours after such presentation, a new Bond or Bonds of the same type, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount, and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated office for payment of the Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 4.01. Each Bond delivered in accordance with this Section 4.01 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

<u>SECTION 4.02.</u> <u>MUTILATED, LOST, OR STOLEN BONDS</u>. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Registered Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Registered Owner of a lost, destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (a) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to

recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section 4.02 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement is delivered.

<u>SECTION 4.03.</u> <u>BOOK-ENTRY-ONLY SYSTEM</u>. (a) The Bonds issued in exchange for the Initial Bond shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in subsection (b) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the District to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(b) <u>Successor Securities Depository; Transfer Outside Book-Entry-Only System</u>. In the event that the District determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the District shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Order.

(c) <u>Payments to Cede & Co</u>. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the District to DTC.

(d) <u>DTC Blanket Letter of Representations</u>. The District authorizes execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(e) <u>Cancellation of Initial Bond</u>. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter of the Bonds or its designee set forth in Section 15.01 of this Order, executed by manual or facsimile signature of the President and Secretary or other Authorized Officer of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriter or its designee set forth in Section 15.01 of this Order. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Underwriter one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

SECTION 4.04. CANCELLATION OF BONDS. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated, registered, and delivered in accordance herewith, shall be canceled and disposed of upon the making of proper records regarding such payment, redemption, exchange, or replacement. The Registrar shall furnish the District with appropriate certificates of disposition of such Bonds.

ARTICLE FIVE

REDEMPTION OF BONDS BEFORE MATURITY

<u>SECTION 5.01</u>. **<u>REDEMPTION OF BONDS</u>**. The Bonds shall be subject to redemption, including redemption at the option of the District, as set forth in the FORM OF BOND in Section 6.01.

ARTICLE SIX

FORM OF BOND

SECTION 6.01. FORM OF BOND. The Bonds authorized by this Order shall be in substantially the following form, with such omissions, insertions, and variations, including variations in form, spacing, and style, as may be necessary and desirable and consistent with the terms of this Order and the Approval Certificate. The District shall provide sufficient printed bond forms, duly executed by the District, to the Registrar for registration, authentication, and delivery of the Bonds in accordance with the provisions of this Order.

FORM OF BOND

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the District or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

As provided in the Bond Order referred to herein, until the termination of the system of book-entry-only transfers through DTC, and notwithstanding any other provision of the Bond Order to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

UNITED STATES OF AMERICA STATE OF TEXAS

TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT UNLIMITED TAX BONDS, SERIES 2024

	PRINCIPAL
	AMOUNT
5	

NO. R-

INTEREST RATE DATE OF BONDS MATURITY DATE CUSIP NO. _______* September 1, _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT (the "District"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assign (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from _____*, at the interest rate per annum specified above. Interest is payable semiannually on each March 1 and September 1 (each, an "Interest Payment Date"), commencing on _____1, ____,* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the Interest Payment Date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following Interest Payment Date, in which case such principal amount shall bear interest from such next following Interest Payment Date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the District and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity at BOKF, NA, which is the "Registrar" or "Paying Agent/Registrar" for this Bond at its designated office for payment in Dallas, Texas. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each Interest Payment Date by check or draft, dated as of such Interest Payment Date, drawn by the Registrar on, and payable solely from, funds of the District required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Registrar by United States mail, first-class postage prepaid, on or before each such Interest Payment Date, to the Registered Owner hereof, at its address as it appeared on the fifteenth (15th) calendar day of the month next preceding each such date (the "Record Date") on the Register kept by the Registrar listing the names and addresses of the Registered Owners (the "Register").

^{*} From Approval Certificate

In addition, interest may be paid by such other method, acceptable to the Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 calendar days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 calendar days after the Special Record Date) shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner as it appears on the Register at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Bond is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the District and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the designated office for payment of the Paying Agent/Registrar. The District covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and any redemption date for this Bond it will make available to the Registrar, from the "Debt Service Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the designated office for payment of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated as of _____, ___* and authorized to be issued pursuant to the Bond Order adopted by the Board of Directors of the District in the principal * FOR THE PURPOSE OF PURCHASING, CONSTRUCTING, amount of \$ ACQUIRING, OWNING, LEASING, OPERATING, REPAIRING, IMPROVING, OR EXTENDING LAND, IMPROVEMENTS, FACILITIES, PLANTS, EQUIPMENT, AND APPLIANCES FOR FLOOD CONTROL AND DRAINAGE FACILITIES IN ORDER TO GATHER, CONDUCT, DIVERT, AND CONTROL LOCAL HARMFUL EXCESSES OF WATER, AS WELL AS ALL EXPENSES IN ANY MANNER INCIDENTAL THERETO, ALL IN ACCORDANCE WITH THE ENGINEER'S REPORT FILED IN THE OFFICE OF THE DISTRICT: MAKING PAYMENTS UNDER CONTRACTS PURSUANT TO SECTION 49.213 OF THE TEXAS WATER CODE; REFUNDING BOND ANTICIPATION NOTES; AND PAYING SUCH EXPENSES AS ARE INCIDENTAL TO THE ADMINISTRATION AND FINANCING OF THE DISTRICT, WHICH UNDER

* From Approval Certificate

APPLICABLE LAW MAY PROPERLY BE PAID FROM THE PROCEEDS OF SUCH BONDS; AND PAYING CERTAIN COSTS OF ISSUING THE BONDS.

ON SEPTEMBER 1, _____*, **OR ON ANY DATE THEREAFTER**, the Bonds maturing on and after September 1, _____*, may be redeemed prior to their scheduled maturities, at the option of the District, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the District, and if less than all of a maturity is to be redeemed the Registrar shall determine by lot or other customary method of random selection the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

**[THE BONDS MATURING ON ______ AND _____

(the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date.

Term Bonds Maturing on

Redemption Date

Principal Amount

Term Bonds Maturing on

Redemption Date

Principal Amount

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the direction of the District by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with monies in the Debt Service Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]

* From Approval Certificate

** From Approval Certificate

AT LEAST 30 calendar days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register on the 45th calendar day prior to such redemption date at least 30 days prior to the date fixed for redemption and to major securities depositories and bond information services. By the date fixed for any such redemption due provision shall be made with the Registrar for the payment of the required redemption price for the Bonds or portions for which such payment is made, all as provided above. The Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any authorized denomination or denominations, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the District, all as provided in the Bond Order.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the District and the securities depository.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the District, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the principal denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such

assignment and transfer, this Bond must be presented and surrendered to the Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the District. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Registrar shall not be required to make any such transfer, conversion or exchange of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or Interest Payment Date or (ii) within 45 calendar days prior to its redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Registrar for the Bonds is changed by the District, resigns, or otherwise ceases to act as such, the District has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

THE BONDS are payable from the proceeds of an ad valorem tax, without legal limit as to rate or amount, levied upon all taxable property within the District. The Bond Order further provides that the pledge of taxes to the payment of the Bonds shall terminate at such time, if ever, as (i) money and/or Defeasance Securities (as defined in the Bond Order) are deposited with or made available to the Registrar in accordance with the Bond Order or (ii) the District is abolished and the obligations of the District are assumed pursuant to existing Texas law.

THE BONDS are issued pursuant to the Bond Order, whereunder the District covenants to levy a continuing, direct annual ad valorem tax, without legal limit as to rate or amount, on taxable property within the District, for each year while any part of the Bonds are considered outstanding under the provisions of the Bond Order, in sufficient amount to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due or the redemption price at any earlier required redemption date with respect to the Bonds, and to pay the expenses of assessing and collecting such tax, all as more specifically provided in the Bond Order. Reference is hereby made to the Bond Order for provisions with respect to the

custody and application of funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owners of the Bonds. By acceptance of this Bond the Registered Owner hereof consents to all of the provisions of the Bond Order, a certified copy of which is on file in the office of the District.

THE OBLIGATION to pay the principal of and the interest on this Bond is solely and exclusively the obligation of the District until such time, if ever, as the District is abolished and this Bond is assumed as described above. No other entity, including the State of Texas, any political subdivision thereof other than the District, or any other public or private body, is obligated, directly, indirectly, contingently, or in any other manner, to pay the principal of or the interest on this Bond from any source whatsoever. No part of the physical properties of the District, including the properties refinanced by the proceeds of the Bonds, is encumbered by any lien for the benefit of the Registered Owner of this Bond.

THE DISTRICT RESERVES THE RIGHT to issue additional bonds heretofore or hereafter duly authorized at elections held in the District payable from a lien on and pledge of taxes; bonds, notes and other obligations of inferior liens, and revenue bonds, notes and other obligations payable solely from revenues of the District or revenues to be received under contracts with other persons, including private corporations, municipalities and political subdivisions or from any other source. The District further reserves the right to issue refunding bonds in any manner permitted by law to refund any bonds (including the Bonds) at or prior to their respective dates of maturity or redemption.

TO THE EXTENT permitted by and in the manner provided in the Bond Order, the terms and provisions of the Bond Order and the rights of the Registered Owners of the Bonds may be modified with, in certain circumstances, the consent of the Registered Owners of a majority in aggregate principal amount of the Bonds affected thereby; provided, however, that, without the consent of the Registered Owners of all of the Bonds affected, no such modification shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of the Bonds required for consent to any such modification.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order unless this Bond either (a) is registered by the Comptroller of Public Accounts of the State of Texas as evidenced by execution of the registration certificate endorsed hereon or (b) is authenticated as evidenced by execution of the authentication certificate endorsed hereon by the Registrar.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the District have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Bonds by the levy of a continuing, direct annual ad valorem tax upon all taxable property within the District and that

issuance of the Bonds does not exceed any constitutional or statutory limitation. In the event that any provisions herein contained do or would, presently or prospectively, operate to make any part hereof void or voidable, such provisions shall be without effect or prejudice to the remaining provisions hereof, which shall nevertheless remain operative, and such violative provisions, if any, shall be reformed by a court of competent jurisdiction within the limits of the laws of the State of Texas.

IN WITNESS WHEREOF, the District has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Directors of the District and countersigned with the manual or facsimile signature of the Secretary or other Authorized Officer of the Board of Directors of the District, and has caused the official seal of the District to be duly impressed, or placed in facsimile, on this Bond.

TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT

xxxxxxxxxxx Secretary, Board of Directors xxxxxxxxxx President, Board of Directors

(SEAL)

<u>SECTION 6.02.</u> <u>REGISTRATION OF INITIAL BOND BY STATE</u> <u>COMPTROLLER AND CERTIFICATE</u>. The Initial Bond shall be registered by the Comptroller of Public Accounts of the State of Texas as provided by law. The registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed on the face of the Initial Bond and shall be in substantially the following form:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

<u>SECTION 6.03.</u> FORM OF AUTHENTICATION CERTIFICATE. The following form of authentication certificate shall be printed on the face of each of the Bonds other than the Initial Bond:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

BOKF, NA,

Registrar

By_____

Authorized Representative

SECTION 6.04. FORM OF ASSIGNMENT. A form of assignment shall be printed on the back of each of the Bonds and shall be in substantially the following form:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee

(Please print or typewrite name and address, including zip code of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _______, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ______ Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of

NOTICE: The signature above must correspond with the name

the New York Stock Exchange or a commercial bank or trust company.

of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

SECTION 6.05. CUSIP REGISTRATION. The President of the Board of Directors may secure the printing of identification numbers on the Bonds through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association.

<u>SECTION 6.06.</u> <u>LEGAL OPINION AND BOND INSURANCE</u>. (a) The approving opinions of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, and Escamilla & Poneck, LLP, Fort Worth, Texas may be printed on the back of the Bonds over the certification of the Secretary of the Board of Directors which may be executed in facsimile.

(b) If bond insurance is obtained for the Bonds, a Statement of Insurance may be placed on the back of, or attached to, the Bonds.

<u>SECTION 6.07.</u> INITIAL BOND. The Initial Bond shall be in the form set forth in this Section, except that:

A. immediately above the name of the Bond, the two paragraphs with respect to DTC shall be removed.

B. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown in below" and "CUSIP NO." shall be deleted.

C. the principal amount specified in the Approval Certificate shall be entered under the heading "PRINCIPAL AMOUNT."

D. the first paragraph shall be deleted and the following will be inserted:

"TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT (the "District"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the principal amount specified above, payable in annual installments on September 1 in each of the years and in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

	Principal	Interest
Year	Amount	Rate

(Information from Approval Certificate to be inserted)

The District promises to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on the unpaid principal amount hereof from ______, ____*, at the respective interest rate per annum specified above. Interest is payable semiannually on each March 1 and September 1, commencing ______ 1, ____,* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

E. The Initial Bond shall be numbered "T-1."

ARTICLE SEVEN

SECURITY OF THE BONDS

SECTION 7.01. SECURITY OF BONDS AND PERFECTION OF LIEN. The Bonds are secured by and payable from the levy of a continuing, direct annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property within the District.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the District under this Article Seven, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the District under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7.02. LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes, there is hereby levied, and there shall be assessed and collected in due time, a continuing, direct annual ad valorem tax without legal limit as to rate or amount on all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except expenses incurred in that connection, shall be paid into the Debt Service Fund, and the aforementioned tax and such payments into such fund shall continue until the Bonds and the interest thereon have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax that will be ample and sufficient to provide funds to pay the interest on said Bonds and to provide the necessary sinking fund to pay the principal when due, full allowance being made for delinquencies and costs of collection, together with revenues

* From Approval Certificate

and receipts from other sources that are legally available for such purpose, shall be levied and collected and applied to the payment of principal and interest on the Bonds, as follows:

- (a) By September 1 in each year, or as soon thereafter as practicable, the Board shall consider the taxable property in the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and levy the tax against all taxable property in the District.
- (b) In determining the actual rate to be levied in each year, the Board shall consider among other things:
 - (i) the amount which should be levied for maintenance and operation purposes;
 - (ii) the amount which should be levied for the payment of principal, interest, and redemption price of each series of bonds or notes payable in whole or in part from taxes;
 - (iii) the amount which should be levied for the purpose of paying all other contractual obligations of the District payable in whole or in part from taxes; and
 - (iv) the percentage of anticipated tax collections and the cost of collecting the taxes.
- (c) In determining the amount of taxes which should be levied each year, the Board shall consider whether proceeds from the sale of Bonds have been placed in the Debt Service Fund (as defined in Section 8.01 of this Order) to pay interest on the Bonds and whether the Board reasonably expects to have revenue or receipts available from other sources which are legally available to pay debt service on the Bonds.

SECTION 7.03. PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Order, and to keep and perform faithfully all of its covenants, undertakings, and agreements contained in this Order, or in any Bond executed, authenticated, and delivered hereunder.

SECTION 7.04. ABOLITION OF DISTRICT. To the extent provided by law, the pledge of taxes set forth in Section 7.02 will terminate if properties and assets are taken over, all debts, liabilities, and obligations are assumed, and all functions and services of the District are assumed, and the District is abolished pursuant to law.

ARTICLE EIGHT

FLOW OF FUNDS AND INVESTMENTS

SECTION 8.01. FUNDS. The Series 2024 Debt Service Fund (the "Debt Service Fund") and the Series 2024 Capital Projects Fund (the "Capital Projects Fund") are hereby created or confirmed. The Debt Service Fund shall be kept separate and apart from all other funds of the District. Each fund shall be kept separate and apart from all other funds of the District. The Debt Service Fund shall constitute a trust fund which shall be held in trust for the benefit of the owners of the Bonds. All funds shall be used solely as provided in this Order until all of the Bonds have been retired, both as to principal and interest.

SECTION 8.02. **CAPITAL PROJECTS FUND**. The Capital Projects Fund shall comprise the capital improvements fund of the District for the System. The District shall deposit to the credit of the Capital Projects Fund the balance of the proceeds of the Bonds remaining after the deposits to the Debt Service Fund provided in Section 9.02 of this Order. The Capital Projects Fund shall be applied solely to pay (i) the costs necessary or appropriate to accomplish such of the purposes for which the Bonds are issued and (ii) the costs of issuing the Bonds. Interest earnings derived from the investment of proceeds from the sale of the Bonds deposited in the Capital Projects Fund shall be used for the purpose for which the Bonds are issued. After completion of the purposes set forth in Section 3.01 of this Order, any funds remaining shall be deposited in the Debt Service Fund.

SECTION 8.03. **SECURITY OF FUNDS**. Any cash balance in any fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured in the manner provided by law for the security of funds of counties of the State of Texas.

<u>SECTION 8.04.</u> <u>DEPOSIT AND USE OF DEBT SERVICE FUND</u></u>. The District shall deposit or cause to be deposited into the Debt Service Fund the aggregate of the following at the time specified:

- (a) As soon as practicable after the Bonds are sold, accrued interest on the Bonds from their date to the date of their delivery, if any; and
- (b) The proceeds from collection of the ad valorem taxes levied, assessed and collected for and on account of the Bonds pursuant to Section 7.02 hereof, less costs of collection, as collected.

On or before the date for payment of the principal and/or Interest Payment Date on the Bonds, the Board of Directors shall cause the transfer of moneys out of the Debt Service Fund to the Registrar in an amount not less than that which is sufficient to pay the principal which matures on such date and the interest which accrues on such date. The District shall pay fees and charges of the Registrar for its services as paying agent and registrar for the Bonds from the Debt Service Fund.

SECTION 8.05. INVESTMENTS; EARNINGS. Moneys deposited into the Debt Service Fund and any other fund or funds which the District may lawfully create may be invested or reinvested in Authorized Investments. All investments and any profits realized from and interest accruing on investments made from any fund may be transferred to the Debt Service Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested funds on hand to meet the obligations payable out of such fund. After such sale the moneys resulting therefrom shall belong to the fund from which the moneys for such investments were initially taken. The District shall not be responsible to the Registered Owners for any loss arising out of the sale of any investments.

ARTICLE NINE

APPLICATION OF BOND PROCEEDS

SECTION 9.01. BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article.

<u>SECTION 9.02.</u> <u>ACCRUED INTEREST</u>. Moneys received from the Underwriter of the Bonds representing accrued interest on the Bonds from their date to the date of their actual delivery, if any, shall be deposited into the Debt Service Fund.

<u>SECTION 9.03</u>. <u>**CAPITAL PROJECTS**</u>. Proceeds of the Bonds necessary to complete the purposes set forth in Section 3.01 herein and to pay the costs of issuance of the Bonds shall be deposited in the Capital Projects Fund.

ARTICLE TEN

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

<u>SECTION 10.01.</u> <u>COVENANTS REGARDING TAX EXEMPTION OF</u> <u>INTEREST ON THE BONDS.</u> If the Bonds are to be issued on a tax-exempt basis, the following shall apply: (a) <u>Covenants</u>. The District covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the District covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the District, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and (9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

Compliance with Code. The District understands that the term "proceeds" includes (b) "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs any Authorized Representative to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. The District covenants to comply with the covenants contained in this section after defeasance of the Bonds.

(c) <u>Disposition of Project</u>. The District covenants that the property refinanced with the proceeds of the Bonds (the "Project") will not be sold or otherwise disposed in a transaction resulting in the receipt by the District of cash or other compensation, unless the District obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the District shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Bonds.

(d) <u>Allocation of, and Limitation on, Expenditures for the Project</u>. The District covenants to account for the expenditure of sale proceeds and investment earnings on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the District shall not expend sale proceeds or investment earnings thereon more than 60 days after the later of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the District obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the District

shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) <u>Rebate Fund</u>. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the District for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation, the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(f) <u>Written Procedures</u>. Unless superseded by another action of the District to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the District hereby adopts and establishes the instructions attached hereto as <u>Exhibit "A"</u> as their written procedures applicable to the Bonds and Additional Bonds.

ARTICLE ELEVEN

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 11.01. ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, for the purpose of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving, or extending the System, or for any other lawful purpose:

- (a) the unissued unlimited tax bonds which were authorized pursuant to the Bond Elections; and
- (b) such other unlimited tax bonds as may hereafter be authorized at subsequent elections.

SECTION 11.02. OTHER BONDS AND OBLIGATIONS. The District further reserves the right to issue unlimited tax bonds and combination unlimited tax and revenue bonds, if authorized by election, and such other bonds or other obligations as may be lawfully issued by the District including any obligations issued for special projects or defined areas.

SECTION 11.03. REFUNDING BONDS. The District further reserves the right to issue refunding bonds in any manner permitted by law to refund the Bonds, any outstanding bonds, any Additional Bonds, or other obligations of the District, at or prior to their respective dates of maturity or redemption.

ARTICLE TWELVE

DEFAULT PROVISIONS

SECTION 12.01. REMEDIES IN EVENT OF DEFAULT. In addition to any other rights and remedies provided by the laws of the State of Texas, the District covenants and agrees

that in the event of default in payment of principal of or interest on any of the Bonds when due, or, in the event it fails to make the payments required to be made into the Debt Service Fund, or defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations, or conditions prescribed in this Order. Any delay or omission to exercise any right or power or be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

<u>SECTION 12.02.</u> <u>BOND ORDER IS CONTRACT</u>. In consideration of the purchase and acceptance of the Bonds authorized to be issued hereunder by the Registered Owners, the provisions of this Order shall be deemed to be and shall constitute a contract between the District and the Registered Owners; and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection, and security of each of the Registered Owners. The Bonds, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority, or distinction of any Bond over any other, except as expressly provided herein.

ARTICLE THIRTEEN

DISCHARGE BY DEPOSIT

SECTION 13.01. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the District with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar as provided in this Section may at the discretion of the Board of Directors also be invested in Defeasance Securities,

maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Board of Directors.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside or made available to with the Paying Agent/Registrar pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the District retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Order authorizing its issuance, the District may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

ARTICLE FOURTEEN

MISCELLANEOUS PROVISIONS

SECTION 14.01. DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Order the District is named and referred to, it shall be deemed to include its successors and assigns, and all covenants and agreements in this Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

SECTION 14.02. NO RECOURSE AGAINST DISTRICT OFFICERS OR DIRECTORS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any officer or director of the District or any person executing the Bonds. **SECTION 14.03. REGISTRAR**. The Registrar shall act as agent for the payment of principal of and interest on the Bonds and shall maintain the Register for the Bonds, all in accordance with the terms of this Order. If the Registrar or its successor becomes unable for any reason to act as Registrar hereunder, or if the Board of Directors of the District determines that a successor Registrar should be appointed, a successor Registrar shall be selected by the District. Any successor Registrar shall be either a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve and perform the duties as paying agent and registrar for the Bonds.

SECTION 14.04. REGISTRAR MAY OWN BONDS. The Registrar, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Registrar.

SECTION 14.05. BENEFITS OF PROVISIONS. Nothing in this Order or in the Bonds, expressed or implied, shall give or be construed to give any person, firm, or corporation, other than the District, the Registrar, and the Registered Owners, any legal or equitable right or claim under or in respect of this Order, or under any covenant, condition, or provision herein contained, all the covenants, conditions, and provisions contained in this Order or in the Bonds being for the sole benefit of the District, the Registrar, and the Registrar, and the Registered Owners.

<u>SECTION 14.06.</u> <u>UNAVAILABILITY OF AUTHORIZED PUBLICATION</u>. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the District shall most effectively approximate such required publication, and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 14.07. SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section, or other part of this Order, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Order and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Order to any other persons or circumstances shall not be affected thereby.

<u>SECTION 14.08.</u> <u>ACCOUNTING</u>. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made available to any Registered Owner on reasonable request. Each year while any of the Bonds are outstanding, the District shall have an audit of its books and accounts by a certified public accountant or firm of certified public accountants, based on its Fiscal Year, and copies of such audits will be made available to any Registered Owner upon request.

SECTION 14.09. FURTHER PROCEEDINGS. The President and Secretary or other Authorized Officer of the Board of Directors and other appropriate officials of the District

are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order.

ARTICLE FIFTEEN

SALE AND DELIVERY OF BONDS AND APPROVAL OF DOCUMENTS

SALE OF BONDS. Pursuant to the authorizations in Article 3 **SECTION 15.01.** hereof, as approved by the Authorized Representative, the Bonds may be sold either pursuant to the taking of bids therefor as provided in the Official Notice of Sale or by negotiated sale or placement pursuant to a purchase agreement or other agreement (the "Purchase Agreement") with a purchaser or purchasers (collectively, the "Underwriters") to be approved by an Authorized Representative, and any supplements thereto which may be necessary to accomplish the issuance of Bonds. Such Purchase Agreement is hereby authorized to be dated, executed and delivered on behalf of the Issuer by an Authorized Representative, with such changes therein as shall be approved by an Authorized Representative, the execution thereof by an Authorized Representative to constitute evidence of such approval. The delegation of authority to an Authorized Representative to approve the final terms of the Bonds as set forth in this Order is, and the decisions made by an Authorized Representative pursuant to such delegated authority will be, in the best interests of the Issuer, and an Authorized Representative is authorized to make a finding to such effect in the Approval Certificate.

SECTION 15.02. APPROVAL, REGISTRATION, AND DELIVERY. The President of the Board of Directors of the District and representatives of McCall, Parkhurst & Horton L.L.P. and/or Escamilla & Poneck, LLP are each hereby authorized and directed to submit the Initial Bond and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of the State of Texas for approval and, following said approval, to submit the Initial Bonds to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Initial Bond, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be printed and endorsed on the Initial Bond, and the seal of the Comptroller shall be impressed or placed in facsimile on the Initial Bond. After the Initial Bond has been registered, signed, and sealed by the Comptroller, they shall be delivered to the Underwriter, but only upon receipt of the full purchase price.

SECTION 15.03 APPROVAL OF OFFERING DOCUMENTS AND PAYING AGENT/REGISTRAR AGREEMENT. The Authorized Representative is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto (collectively, the "Offering Documents"). For the purpose of review by the Underwriter prior to purchasing the Bonds, the District deems said Preliminary Official Statement to have been "final as of its date" within the meaning of the Rule. The District further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as an Authorized Representative executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The Paying Agent/Registrar Agreement by and between the District and BOFK, NA ("Paying Agent Agreement") in substantially the form and substance attached hereto as <u>Exhibit</u> "<u>B</u>" is hereby approved and the President or Vice President is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary and the Secretary or Assistant Secretary or other Authorized Officer of the Board is authorized and directed to attest such agreement.

ARTICLE SIXTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 16.01. OPEN MEETING. The Board of Directors officially finds, determines, and declares that this Order was reviewed, carefully considered, and adopted at a meeting of the Board, and that a sufficient written notice of the date, hour, place, and subject of this meeting was posted as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting was open to the public as required by law at all times during which this Order and the subject matter hereof has been discussed, considered, and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

<u>SECTION 16.02.</u> <u>EFFECTIVE DATE OF BOND ORDER</u></u>. This Order shall take effect and be in full force and effect upon and after its passage.

ARTICLE SEVENTEEN

AMENDMENTS

SECTION 17.01. AMENDMENTS. (a) Amendment with Consent of Owners of 51% of Bonds. The owners of 51% in aggregate principal amount of then outstanding Bonds shall have the right from time to time to approve any amendment to this Order which may be deemed necessary or desirable by the District; provided however, that, other than as permitted by subsection (f) of this Section 17.01, nothing herein contained shall permit or be construed to permit the amendment, without the consent of the owner of each of the outstanding Bonds affected thereby, of the terms and conditions of this Order or the Bonds so as to:

(1) change debt service requirements, interest payment dates or the maturity or maturities of the outstanding Bonds;

(2) reduce the rate of interest borne by any of the outstanding Bonds;

(3) reduce the amount of the principal of, redemption premium, if any, or interest on the outstanding Bonds or impose any conditions with respect to such payments;

(4) modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Bonds, or impose any conditions with respect to such payments;

(5) affect the right of the Registered Owners of less than all of the Bonds then outstanding; or

(6) decrease the minimum percentage of the principal amount of Bonds necessary for consent to any such amendment.

(b) <u>Notice of Amendment</u>. If at any time the District shall desire to amend this Order it may cause a written notice of the proposed amendment to be published at least once on a business day in a financial newspaper, journal, or publication of general circulation in the City of New York, New York, or in the State of Texas. If, because of temporary or permanent suspension of the publication or general circulation of all such newspapers, journals, or publications, it is impossible or impractical to publish such notice in the manner provided herein, then such publication in lieu thereof as shall be made by the Registrar shall constitute a sufficient publication of notice. In addition to such publication, the Registrar shall cause a written notice of the proposed amendment to be given by registered or certified mail to Registered Owners of the Bonds as shown on the Registration Books maintained by the Registrar; provided, however, that failure to receive such written notice of the proposed amendment, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding in connection with, or the adoption of, such amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all Registered Owners of Bonds.

(c) <u>Consent to Amendment</u>. Whenever at any time not less than 30 days, and within one year, from the date of the first publication of said notice or other services of written notice the District shall receive an instrument or instruments executed by the Registered Owners of at least 51% in aggregate principal amount of all Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve such amendment, the District may adopt the amendatory resolution or order in substantially the same form.

(d) <u>Effect of Amendment</u>. Upon the adoption of any amendatory resolution or order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with such amendatory resolution or order, and the respective rights, duties, and obligations under such amendatory resolution or order of all the Registered Owners shall thereafter be determined and exercised subject in all respects to such amendments.

(e) <u>Consent of Registered Owners</u>. Any consent given by a Registered Owner pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the Bonds during such period. Such consent may be revoked by the Registered Owner who gave such consent at any time after six months from the date of the first giving of such notice, or by a successor in title, by filing notice thereof with the Registrar and the District, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the then outstanding Bonds have, prior to the attempted revocation, consented to and approved the amendment.

(f) <u>Amendments Without Consent</u>. Notwithstanding the provisions of (a) through (e) of this Section, and without notice of the proposed amendment and without the consent of the Registered Owners, the District may, at any time, amend this Order to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained therein, or to make any other change that does not in any respect materially and adversely affect the interest of the Registered Owners, provided that no such amendment shall be made contrary to the provision to Section 17.01 (a), and a duly certified or executed copy of each such amendment shall be filed with the Registrar.

ARTICLE EIGHTEEN

CONTINUING DISCLOSURE UNDERTAKING

Section 18.01. CONTINUING DISCLOSURE UNDERTAKING.

(a) <u>Annual Reports</u>. (i) The Issuer shall provide annually to the MSRB, within six months after the end of the most recent fiscal year, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 15.03 of this Order, being the information described in Exhibit "C". Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Exhibit "C", or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB, or filed with the SEC.

(b) <u>Disclosure Event Notices</u>. The Issuer shall notify the MSRB, in a timely manner, of any of the following events with respect to the Bonds, not in excess of ten Business Days after occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material within the meaning of the federal securities laws;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-EB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;

8. Bond calls, if material within the meaning of the federal securities laws;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the District;

13. The consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or a obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

15. Incurrence of a Financial Obligation of the District, if material within the meaning of federal securities laws, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material within the meaning of federal securities laws; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United

States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) as used in clauses 15 and 16 above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with this subsection by the time required. As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board of Directors and official or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(c) <u>Limitations, Disclaimers, and Amendments</u>. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Order or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer

does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell the Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to (v) adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

ARTICLE NINETEEN

OTHER ACTIONS

SECTION 19.01. ATTORNEY GENERAL FEES. The District hereby authorizes and directs payment from legally available funds of the District, of the nonrefundable examination fee of the Attorney General of the State of Texas required by Section 1202.004, Texas Government Code, as amended.

SECTION 19.02. OTHER ACTIONS. The President or Vice President and Secretary or other Authorized Officer of the Board of Directors of the District, and all other officers, employees and agents of the District, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all instruments as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the sale of the Bonds and the Official Statement. In addition, prior to the initial delivery of the Bonds, President, Vice President or Treasurer and Secretary of the Board of Directors of the District, the District's Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

SECTION 19.03. APPROPRIATION. To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds and any Additional Bonds (the "Obligations") the District's Bookkeeper and Financial Advisor (the "Responsible Persons") will:

For Obligations issued for newly acquired property or constructed property:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the date of delivery of the Obligations ("Issue Date");
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the Issue Date;
- restrict the yield of the investments (other than those in the Reserve Fund) to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- assure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;

For Obligations issued for refunding purposes:

• monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to assure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

For all Obligations:

• maintain any official action of the District (such as a reimbursement resolution) stating its intent to reimburse itself with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

- assure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Obligations the Responsible Persons will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the District, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the resolution authorizing the Obligations.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained

until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the District's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT "C"

CONTINUING DISCLOSURE

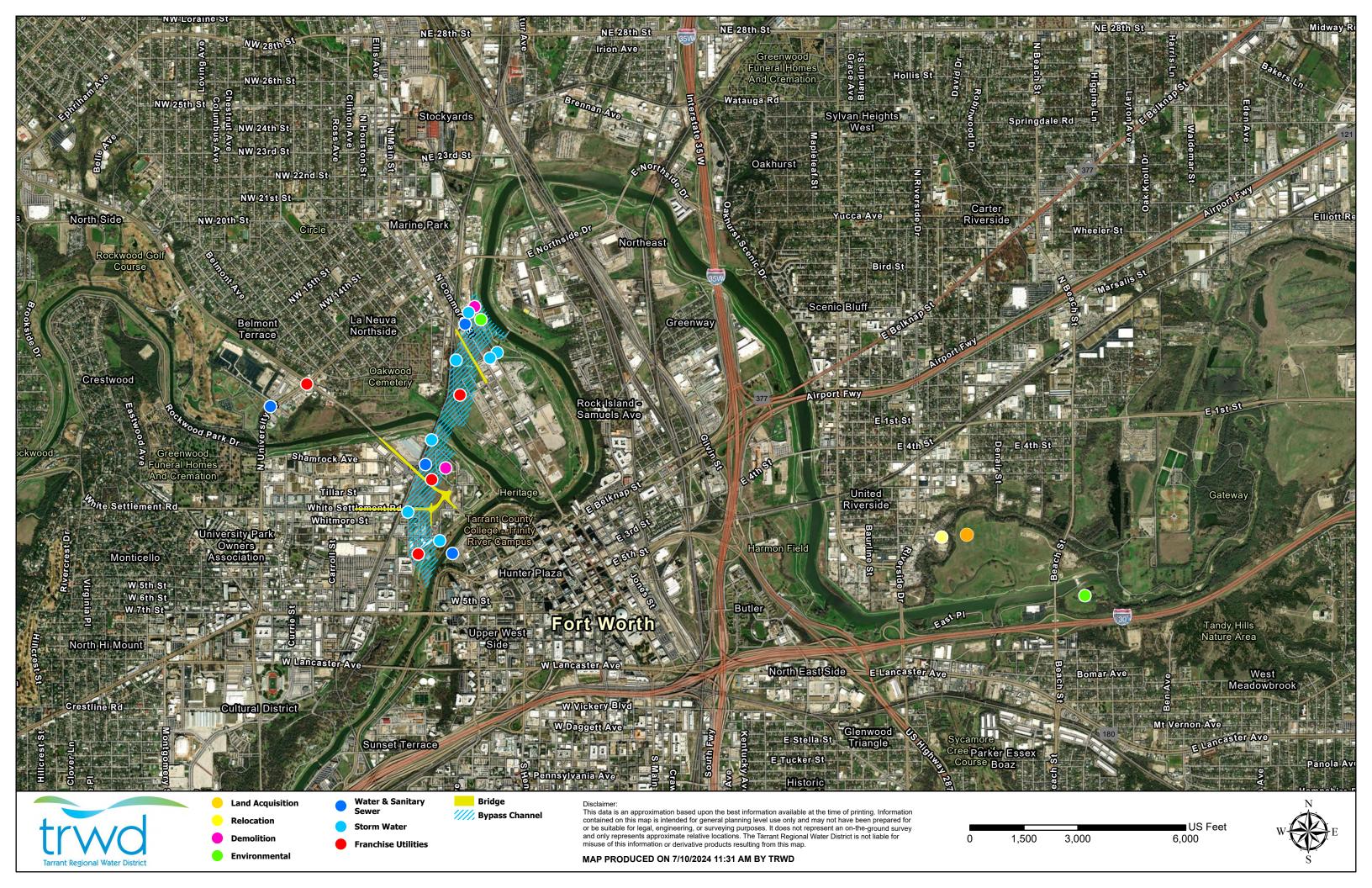
1. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are of the general type included in the Offering Documents contained in Tables 1 through 6 and 8 through 13, inclusive, and in APPENDIX A (Financial Statements of the District including supplemental schedules).

2. Accounting Principles

The accounting principles to be applied to the financial statement of the District are described in the financial statement contained in Appendix A to the Offering Documents.

	Central	City F	Project Cost Esti	mate	es by Year - Use	e of B	ond Proceeds		
	2024		2025		2026	l.	2027	2028	Total
TRWD									
Land	\$ 2,494,913	\$	1,131,253	\$	-	\$	-	\$ - 9	\$ 3,626,166
Cash Match	\$ 5,500,000	\$	700,000	\$	23,800,000	\$	25,124,991	\$ 30,072,752	\$ 85,197,743
Relocation	\$ 705,235	\$	450,903	\$	-	\$	-	\$ - 9	\$ 1,156,138
Demolition	\$ 862,508	\$	615,694	\$	1,062,576	\$	336,424		\$ 2,877,202
Environmental	\$ 2,580,000	\$	2,293,623	\$	633,065	\$	-	\$ - 9	\$ 5,506,688
Bypass Local share	\$ 9,904,596	\$	4,696,190	\$	-	\$	-	\$ - 9	\$ 14,600,786
Bond Issuance Costs	\$ 30,000	\$	30,000	\$	30,000	\$	30,000	\$ 117,500	\$ 237,500
Project Management	\$ 1,015,395	\$	310,791	\$	-	\$	-	\$ - 9	\$ 1,326,186
Subtotal	\$ 23,092,647	\$	10,228,454	\$	25,525,641	\$	25,491,415	\$ 30,190,252	\$ 114,528,409
CFW									
Sewer & Water	\$ 13,954,470	\$	40,014,921	\$	22,568,435	\$	7,205,067	\$ - 9	\$ 83,742,893
Storm Water	\$ 15,253,107	\$	19,900,335	\$	205,875	\$	-	\$ - 9	\$ 35,359,317
Franchise	\$ 7,641,628	\$	1,715,416	\$	311,053	\$	-	\$ - 9	\$ 9,668,097
Gateway Park	\$ -	\$	322,627	\$	1,479,849	\$	4,811,406	\$ 54,731	\$ 6,668,613
Subtotal	\$ 36,849,205	\$	61,953,299	\$	24,565,212	\$	12,016,473	\$ 54,731	\$ 135,438,920
Total	\$ 59,941,852	\$	72,181,753	\$	50,090,853	\$	37,507,888	\$ 30,244,983	\$ 249,967,329



AGENDA ITEM 5

DATE: July 16, 2024

SUBJECT: Consider Approval of Disposal of Surplus Equipment

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of disposal of surplus equipment as outlined in the chart below.

Fund	Item	Disposal Explanation	
General	Brick Paver Salvage	Brick pavers salvaged as part of the TxDOT Main Street Bridge Project. Selling 158 pallets for a total of \$118,500 x 8.25% sales tax = \$128,276.25	
General	Chairs	Stadium chairs at LaGrave Field	
General	Handrails	Handrails at LaGrave Field	
General	Pavers	Brick and granite pavers at LaGrave Field	
General	Misc. Metal	Metal within LaGrave Field	

DISCUSSION:

This item was reviewed by the Finance Committee on July 9, 2024.

Submitted By:

Sandy Newby Chief Financial Officer

AGENDA ITEM 6

DATE: July 16, 2024

- SUBJECT: Consider Approval of Contract with The National Theatre for Children, Inc., for Elementary School Water Conservation Education Services
- **FUNDING:** Fiscal Year 2024 Revenue Fund Budget and Proposed Fiscal Year 2025 Revenue Fund Budget \$154,200

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$154,200** with The National Theatre for Children, Inc., to provide elementary school water conservation education services. The contract has up to four annual renewal options for a total potential cost not-to-exceed of \$771,000.

DISCUSSION:

Staff has worked with The National Theatre for Children (NTC) since 2020 to expand knowledge of the importance of water services and water conservation through youth education programs. Throughout the 2023-2024 school year, the program served 59 elementary schools in 12 school districts with in-person performances. A total of 20,149 students and 804 teachers participated in the *Winning Water Tales of Tarrant County* program. Teachers rated the program 6.76 on a 7-point scale for overall educational value and all teachers indicated they would participate in the program again.

The proposed FY24/25 contract will provide education program services for approximately 60 schools and 15,000 students. The program includes live performances, e-learning resources, bilingual content and unique shows for grades K-2 and 3-5.

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 NTC. The scope and fee that were successfully negotiated with NTC are attached.

A portion of the work will use FY24 funds for services in August and September. The contract proposes to also use funds in the FY25 budget and will reflect services are subject to FY25 budget appropriations.

NTC is a certified prime vendor. There are no other subcontracting opportunities for this project.

The Construction and Operations Committee reviewed this item on July 11, 2024.

Submitted By:

Linda Christie Government Affairs Director



A Proposal for

Tarrant Regional Water District



Presented by: The National Theatre for Children (NTC) 7003 West Lake Street Suite 200 Minneapolis, MN 55426

Company Contact: Eddie Eames Chief Revenue Officer & Director of Client Success <u>eeames@ntccorporate.com</u> (763) 452-1100 ext. 466

PROGRAM OVERVIEW

On behalf of Tarrant Regional Water District (TRWD), The National Theatre for Children (NTC) proposes to deliver an education program to schools containing grades K-5 in Tarrant Regional Water District's communities for the school year 2024-2025. NTC proposes to deliver an education program designed for students in grades K-5, aimed at promoting positive choices regarding water usage and conservation within TRWD's communities. Our program is aligned with state and national education standards for lower and upper elementary audiences. It will focus on the following educational topics:

- How we can save and protect water
- The amazing ways we use water
- Water's incredible journey
- How we move water to where we need it

LIVE IN-SCHOOL PERFORMANCES

Our live in-school performances feature two professional actor-educators representing the diverse racial and ethnic backgrounds of Tarrant County residents, who will travel to schools within TRWD's service area and perform a 25-minute show on water conservation and usage. These performances will engage students through comedy, a compelling story, and student participation. To cater to different age groups, we will offer two distinct programs with the same titles and themes but unique versions for grades K-2 and grades 3-5. The scripts, concepts and vocabulary will be age-appropriate maximizing student comprehension and engagement.

SUPPLEMENTAL PRINT and DIGITAL MATERIALS

To enhance the educational content and provide additional resources, we will develop a comprehensive e-learning package. Hosted on NTCplayworks.com and branded by TRWD, this package will include educational games, activities, hands-on lessons, e-books with prerecorded narration, follow-up assessments for educators, a graphic novel, and links specific to TRWD. These materials are designed to reinforce learning and engage students both in the classroom and at home.

In addition to the e-learning package, NTC will design, print, and distribute supplemental materials to participating schools. Our printed curriculum will consist of a bilingual student playbook featuring educational games and activities, divided into lower elementary (K-2) and upper elementary (3-5) levels. We will also provide a bilingual infographic poster with water-saving tips specific to TRWD. These materials will bring TRWD's messaging into homes and accommodate classrooms without regular internet access, ensuring that every student can benefit from the program.

PROGRAM REVIEW AND TIMELINE

NTC understands the importance of delivering high-quality program deliverables. We will work closely with TRWD to define a timeline for the review of program materials, including script revisions, printed activities and a live review of the performance no later than one week prior to the first in-school performance. NTC will inform TRWD if new actors are to tour the program in the winter-spring portion of the tour. Our goal is to ensure that all elements meet your expectations and incorporate your desired messaging and educational content effectively.

PRICING

NTC's all-inclusive pricing covers expenses for production and personnel for the educational events; design, fulfillment, and delivery of supplemental materials; scheduling and coordination with schools; performance personnel; weekly status reports; and insurance and management. Following is the pricing for NTC's live in-school educational program for the 2024-2025 school year:

Program	Number of Schools	Price Per School	Total Cost
Live In-School	60	\$2,570	154,200
Performances including			(Price includes video of
video recording of the			2023-24 recording)
live show, print and			
digital materials			

*A video recording can be created in addition to the live in-school performances for an additional fee. New/updated video - \$5,000

NTC will only schedule schools that did not participate in the 2023-2024 school year, unless they receive approval from TRWD. Each enrolled school will aim to reach a minimum of 257 students or all school student participation numbers will be aggregated with the total number of schools participating to achieve an average of 257 student minimum enrollment goal per billable school.

MARKETING & SCHOOL OUTREACH

NTC will deliver a marketing campaign through a variety of tactics to ensure that TRWD's water education program impacts each customer segment with TRWD's focused messaging. From emails to phone calls to direct mailers, NTC will use the live in-school performances, print and e-learning package as a conduit to inspire water advocates and build brand awareness in TRWD's school communities. NTC's educational programs are fully turnkey for our clients. NTC will manage the acquisition of school lists, program marketing materials, and outreach to educators.

MEASUREMENT & REPORTING

TRWD will receive feedback and reports affiliated with the program, including:

- Teacher comments throughout the run of the program and teacher evaluation summary following the live in-school tour
- Weekly status reports with scheduling updates and student and teacher attendance
- Distribution reports of printed materials

PROGRAM EVALUATION

NTC has identified six key components for successful educational programming. These are our program measures:

- Educational Value Leaving the students more informed and empowered than we found them. This is the primary factor for determining the academic success of our programs.
- Consistency at Scale Bringing TRWD's educational messaging to the largest possible audience while retaining quality.
- Cost per Resident Calculating how much TRWD is spending per resident.

- Measurable Usage Ensuring that the information and material TRWD brings to schools is being used, making a long-term difference.
- Parental Activation Getting the families aware of and involved in TRWD's program.
- Public Relations Value How well the sponsorship serves TRWD's image in the community.

CONCLUSION

NTC is thrilled to promote foundational water conservation education and awareness to the schools in TRWD's service territory. By prioritizing unique educational programming that advances positive water messages, NTC's programs will help strengthen TRWD's brand reputation and cultivate water advocates. Thank you for the opportunity to deliver programming that inspires communities through education and demonstrates that TRWD makes a difference in the lives of its customers and stakeholders.

AGENDA ITEM 7

DATE: July 16, 2024

SUBJECT: Consider Approval of Contract with Tinker LLC for Elementary School Water Conservation Education Services

FUNDING: Fiscal Year 2024 Revenue Fund Budget and Proposed Fiscal Year 2025 Revenue Fund Budget - \$90,000

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$90,000** with Tinker LLC to provide elementary school water conservation education services. The contract has up to four annual renewal options, with ten percent annual increases, for a total potential cost not-to-exceed of \$549,459.

DISCUSSION:

Staff has worked with Tinker LLC (Tinker) since 2022 to provide the *Conservation Captains Water Conservation Program* for 5th grade students. In the 2023-2024 school year, the program served 4,481 students and 84 teachers in 58 elementary schools with teacher-led lessons, homework exercises, and take-home water conservation kits. The program offers teachers customized lessons with content specific to the District and its customer cities. Students also have access to digital learning resources, optional advanced indoor and outdoor saver kits, student challenges, and a video contest.

The proposed contract with Tinker is anticipated to provide services for approximately 4,800 students in the 2024-2025 school year. It includes matching funds from customer cities in the estimated amount of \$50,715 and \$39,285 is for new school participation.

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 Tinker. The scope and fee that were successfully negotiated with Tinker are attached.

A portion of the work will use FY24 funds for services in August and September. The contract proposes to also use funds in the FY25 budget and will reflect services are subject to FY25 budget appropriations.

Tinker is not a certified prime vendor. There are no other subcontracting opportunities for this project.

The Construction and Operations Committee reviewed this item on July 11, 2024.

Submitted By:

Linda Christie Government Affairs Director

Tarrant Regional Water District 2024-2025 Conservation Captains Water Conservation Education Program Statement of Work

This Statement of Work ("SOW") is entered into to be effective as of the _____day of _____, 2024 ("SOW Effective Date") by and between Tarrant Regional Water District ("CLIENT") and TINKER LLC ("CONTRACTOR").

Name(s) of Contact(s) for SOW:

TINKER LLC Joseph Thrasher President (925) 208-4497 Joe.thrasher@tinkerprograms.com TARRANT REGIONAL WATER DISTRICT Betsy Marsh Conservation Supervisor (817) 720-4361 Betsy.Marsh@trwd.com

Time for Performance of Services

The guaranteed completion date for the Service is July 31, 2025 ("Guaranteed Completion Date").

Program Overview

The Conservation Captains education program is a locally based curriculum designed to teach fifth-grade school students about their water supply and how to conserve water at home and school. The CONTRACTOR manages all aspects of program implementation, while funding is provided by the CLIENT and, in select areas, program partners.

Working with CLIENT staff, CONTRACTOR will update the existing lessons appropriate for fifth-grade students attending schools in Tarrant County. Next, CONTRACTOR will contact fifth-grade teachers in participating cities using a variety of communication tools to introduce the program and collect enrollment commitments.

The program is structured to be delivered by the classroom teacher. Therefore, upon enrollment, each teacher is provided a classroom set of student workbooks, water conservation kits and access to an on-line platform or Web Application. The Web Application contains resources required to implement the program in the classroom. These include classroom lessons, video content, assessments, contests, and more.

Using resources from the Web Application, teachers deliver the curriculum to their students. Students and parents are also provided access to the Web Application, which includes online portals designed specifically for each participating segment.

Each partner city is provided with its own customized version of the Web Application that displays its logo at the top of each page and references it throughout the pages.

Upon completion of the lessons, each student is provided a Water Conservation Kit containing water-saving devices. During the final lesson, students' complete exercises using the devices included in the kit, to give their families an opportunity to immediately and consistently conserve water.

In addition to the Water Conservation Kit, some partner cities have elected to provide each student's family the opportunity to request an Advanced Saver Kit. Families can choose from an Indoor Advanced Saver Kit, an Outdoor Advanced Saver Kit, or both.

Throughout the program, students complete simple surveys and assessments. This data is collected, analyzed, and summarized to gauge the curriculum's impact on students. At the close of the unit, students and parents complete a pledge to continue to conserve water.

At the end of the school year, all data generated from the lessons and any predefined success metrics are collected to present in a Final Report.

Materials

The program consists of both print and digital materials. Materials are as follows:

Each student will receive:

Student Materials					
DIGITAL	Letter to Parents Introducing the Program (also Spanish / TBD)				
DIGITAL	Student Portal - Access to the Tinker Web Application				
PRINT	(Upon Request) Printed set of Student Materials				

Digital Shower Timer (Customized with TRWD messaging)

Shower Bucket (Customized with TRWD messaging)

Pan Scraper

Toilet Leak Detector Tablets (2-Pack)

Water Flow Meter Bag

*Packaged in Bucket

Based on customer city preference, students may also have the option to receive:

Advanced Saver Outdoor Kit
Sprinkler Gauge (Customized with TRWD messaging) Quantity:
Rain Gauge (Customized with TRWD messaging)
Moisture Meter

Tips for saving outdoors (Customized with TRWD messaging)

Custom Labeled Tote | Royal Blue

Take-Home Water Conservation Advanced Saver Indoor Kit

High Efficiency Showerhead (1.5 GPM, WaterSense Certified)

Bathroom Faucet Aerator (1.0 GPM, Bubble Spray)

Kitchen Faucet Aerator (1.5 GPM, multi-function, swivel, shut-off valve)

Toilet Displacement Bag

Teflon Tape

Tips for saving indoors (Customized with TRWD messaging)

Custom Labeled Tote | Navy Blue

Each teacher will receive:

Teacher Materials		
PRINT	Teacher Edition Guide	
DIGITAL	Teacher Portal - Access to the Tinker Web Application	

Key Tasks for the Conservation Education Program

- Task 1: Launch
 - 1.1 Establish Communication Plan
 - 1.2 Identify Eligible Schools
 - 1.3 Program Customization
 - 1.4 Materials Publication / Kit Production

Task 2: Implementation

- 2.1 Teacher Recruitment
- 2.2 Materials Assembly & Shipment
- 2.3 Teacher Confirmation & Support

Task 3: Assessment & Reporting

- 3.1 Data Collection
- 3.2 Teacher Program Evaluation
- 3.3 Reporting

Task 1: Launch

1.1 Establish Communication Plan

CONTRACTOR will work with the CLIENT to establish a program communications plan. The plan will establish a schedule of regular meetings, by phone or in person, identify data points to be reported upon, determine regular or ad-hoc reporting requirements as well as any other desired communiqué.

Deliverable: Communication Plan

Due Date: One week from contract execution

1.2 Identify Eligible Schools

The CLIENT is free to identify any specific areas to target for outreach and program participation. Target program area(s) will be defined by a list of zip codes or schools supplied by the CLIENT.

Deliverable: Targeted School List Due Date: Two weeks from contract execution

1.2 Program Update

CONTRACTOR will update the program materials from the previous school year to incorporate the CLIENT's desired changes. This includes the following:

1. CONTRACTOR will collaborate with the CLIENT to review and update the educational content for the following:

- a. Review the latest TEKS from TEA and update the materials accordingly.
- b. Develop potential bilingual print materials.
- c. Translate the water conservation kit challenge lesson into Spanish, including all print and digital materials.
- d. Update lesson assessments to further differentiate between classroom assessments and homework exercise assessments.
- 2. CONTRACTOR will collaborate with the CLIENT to review and update the gamification content for the following:
 - a. Identify a modified student points structure to emphasize the completion of the kit activities.
 - b. Modify the current teacher mini-grant program into a system of real-time mini-grants in smaller amounts to reward specific actions.
- 3. CONTRACTOR will collaborate with the CLIENT to develop and implement a methodology to further engage parents in the following areas:
 - a. Provide student rewards for engaging parents in the kit activities.
 - b. Encourage parents to explore the webpage savetarrantwater.com.
 - c. Increase the return rate of parent evaluations through a parent engagement piece included with the kit, containing a QR code linked to a survey.
- 4. CONTRACTOR will add a decal to the water conservation kit to promote the online kit activities.
- 5. CONTRACTOR will contact teachers one week prior to receiving the program to remind them of the implementation requirements and expectations of the program.

Digital samples or mock-ups of the materials will be sent to the CLIENT for review and approval prior to production. Upon receipt of final approval, materials will be produced in preparation for shipment to enrolled classrooms.

Deliverable: Digital proofs of customized materials Due Date: Three weeks from contract execution

1.3 Materials Publication / Kit Production

Upon receipt of final approval, materials will be produced in preparation for shipment to enrolled classrooms. Completed print materials and all three versions of the Take-Home Water Conservation Kits will be held for direct distribution to classes based on their preferred implementation timing.

Deliverable: Sample of printed material Due Date: Four weeks from contract execution

Task 2: Implementation

2.1 Teacher Recruitment

CONTRACTOR will make direct contact with individual eligible teachers, using a variety of communication tools to introduce the program and collect enrollment commitments. During the recruitment process, teachers will be required to commit to the minimum implementation requirements as follows:

- Distribute the Parent Letter
- Teach one content-based lesson and the Water Conservation Kit lesson
- Assign one homework exercise
- Assign as homework that students to use the online portal to install items for the Take-Home Conservation Kit
- Confirm student completion of the Post-program Evaluation
- Complete the Teacher Post-program Evaluation

Deliverable: Executed enrollment commitment

Due Date: Three weeks from contract execution to May 2, 2025

2.2 Materials Assembly & Shipment

Water Conservation Kits and materials are shipped in bulk to the enrolled classrooms. The quantity of materials sent is based upon the Teacher's verbal or written confirmation of the number of students enrolled in their class. Specific materials are defined in Table 1 above.

Deliverable: Shipment and tracking information

Due Date: Three weeks from contract execution to May 2, 2025

2.3 Participant Support

CONTRACTOR will provide support for participating schools, teachers, students, and parents from contract execution until contract termination. Proactive communication via email and phone with participating schools and teachers will be conducted in the following intervals:

- One week prior to classroom implementation
- Classroom launch
- Two weeks after launch
- Monthly until the teacher concludes the program

Proactive communication with teachers will be provided ad-hoc based upon the predefined situations. These will be defined in the Communication Plan.

In addition to prescribed communication intervals, responsive program support will be available through the following mediums:

- Phone. Support will be available from 7:30am to 5pm Monday through Friday.
- Email. Responses to emails received from 7:30am to 5pm Monday through Friday will be provided within two hours. Responses to emails received afterhours, on weekends or holidays will be provided the next business day.
- Chat. Support will be provided via an online chat feature from 7:30am to 5pm Monday through Friday.

Due Date: Two weeks from contract execution to June 28, 2024

Task 3: Assessment and Reporting

3.1 Data Collection

CONTRACTOR will collect data from teachers, students and parents through assessments and survey's during the implementation of the program. Collected data will be securely stored and available in real-time to the CLIENT.

Due Date: Contract execution to June 28, 2025

3.2 Teacher Program Evaluation

CONTRACTOR will work with the CLIENT to develop, coordinate, and implement a program evaluation for teachers.

Deliverable: Teacher Program Evaluation Due Date: Three weeks from contract execution

3.3 Reporting

CONTRACTOR will prepare a Final Program Report presenting information on program participation, implementation steps and data collected. The Final Program Report will be prepared at the end of the school year and provided to the CLIENT.

Deliverable: Final Program Report Due Date: June 28, 2025

Budget and Pricing TOTAL BUDGET NOT TO EXCEED: \$90,000

Below you will find the budget details:

- CONTRACTOR will not exceed the budget without written authorization from the CLIENT.
- The per-participant amount is the all-inclusive cost. No other fees or costs will be incurred.
- CONTRACTOR will only invoice for classrooms recruited and materials shipped.
- CLIENT is collaborating with its customer cities to match their costs contributed to the program. The CLIENT will be invoiced based on customer cities participation using the two pricing structures detailed below.

Two sets of pricing are provided to support the addition of program partners throughout the region. Pricing details are below:

Pricing – No Partner

Program Price:

\$27.46 per student

Program price includes implementation services, custom curriculum, student access, contests, basic water conservation kit and shipping.

Advanced Saver Outdoor \$14.20 per kit Kit

Kit cost: \$11.45 Shipping cost: \$2.75

Advanced Saver Indoor Kit \$16.40 per kit

Kit cost: \$13.65 Shipping cost: \$2.75

Pricing – Partner with customer city

Partner Program Price: \$13.73 per student

50% cost share with partner Program price includes implementation services, custom curriculum, student access, contests, basic water conservation kit and shipping.

Advanced Saver Outdoor \$7.10 per kit

Kit Kit cost: \$11.45 Shipping cost: \$2.75 50% cost share with partner

Advanced Saver Indoor Kit \$8.20 per kit

Kit cost: \$13.65 Shipping cost: \$2.75 50% cost share with partner AGREED AND ACCEPTED to be effective as of the SOW Effective Date.

 TINKER LLC
 TARRANT REGIONAL WATER DISTRICT

 SIGNATURE / DATE
 SIGNATURE / DATE

 PRINTED NAME
 PRINTED NAME

 TITLE
 TITLE

AGENDA ITEM 8

DATE: July 16, 2024

SUBJECT: Consider Approval of Contract Amendment with M&M Irrigation and Illumination to Provide Additional Services for Residential Sprinkler System Evaluation Program

FUNDING: Fiscal Year 2024 Revenue Fund Budget - \$81,394.55

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$81,394.55** with M&M Irrigation and Illumination to provide additional services for residential sprinkler system evaluations.

DISCUSSION:

Since 2012, staff has managed the Residential Sprinkler System Evaluation Program to provide Tarrant County residents the opportunity to receive an educational walk-through and efficiency report at no-charge. This program provides conservation support for our customer cities and aims to reduce outdoor water waste. M&M Irrigation and Illumination has provided services since 2018 and completed just over 2,000 evaluations in each of the last two years.

Currently, support and interest in the program has exceeded expectations and close to 1,900 evaluations have been provided this fiscal year. The proposed amendment will help meet the needs of our customers and serve an additional 1,013 requests through September 2024.

M&M Irrigation and Illumination is not a certified prime vendor. There are no other subcontracting opportunities for this project.

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

Submitted By:

Linda Christie Government Affairs Director

AGENDA ITEM 9

DATE: July 16, 2024

SUBJECT: Consider Approval of Acceptance of Philanthropic Donation of Smart Poles from Safe and Happy Trails

FUNDING: Fiscal Year 2024 General Fund Budget

RECOMMENDATION:

Management recommends accepting **a philanthropic donation valued at \$35,000** of smart poles from Safe and Happy Trails.

DISCUSSION:

This generous donation will allow the District and Fort Worth Police Department's Real Time Crime Center an opportunity to test a smart pole which comes equipped with solar power, LED lighting, emergency call button, and gunshot detection. The pole will be the platform for testing of various security equipment, including cameras and elevated voice detection systems. The District is currently exploring a pilot program of different solar lights to provide viable options for lighted loop trails in the future. As the District further investigates improvements of safety along the trail system through our master plan, testing smart poles and solar powered lights are among the many opportunities being considered.

This item was reviewed by the Recreation Committee on July 11, 2024.

Submitted By:

Darrell Beason Chief Operations Officer Dear David,

We are excited to donate two test poles to the Tarrant Regional Water District (TRWD). The equipment included in this donation will be dedicated to and maintained by TRWD and installed on TRWD property at TRWD's expense. The two poles are approximately \$35,000.

The detailed features of the Smart Poles to be donated are made by ClearWorld as follows:

- 600W RetroFlex Solar LED Smart Pole Hybrid System (Model # RWSMC6002490-Hybrid)
- 60W LED Light (9720 Total Lumens)
- RW Pole Kit: 26' Straight Aluminum Pole with HandHole, 6' Straight Cap Arm, and Standard Base
- Install Kit includes: Four J-Bolts 18" x 3/4" OD, Eight Washers/Nuts, and ClearWorld Bolt Pattern
- Preparation of mount and readiness for PTZ Camera Axis P5676-LE to be installed by FWPD
- Preparation of mount and readiness for 360 Degree Axis Q6010-E to be installed by FWPD
- Gun Shot Detection Acoem (only on one of the two poles)
- Ubiquiti Gigabeam plus 60ghz P2P AP GBE-Plus-US
- Emergency Call Button

We believe that these poles will contribute significantly to TRWD's masterplan to enhance the quality of life for communities along TRWD's Trinity Trail by creating safer outdoor recreational opportunities to enable active lifestyles.

The Trinity Trails are a treasured asset in Fort Worth - promoting recreation, exercise, and serenity in nature. However, because the trails have limited patrol, they do provide a perfect opportunity for perpetrators to commit heinous and violent crimes due to the secluded nature of many portions of the trail and the lack of police presence, security cameras, or emergency call buttons.

Our cofounder, Jesca Arnold, has direct experience with violent crime. While enjoying an afternoon walk in the Clearfork section of the Trinity Trails, Jesca was attacked by a man on a bicycle. She called 911 and told the operator she was being attacked, and warned her attacker that she was talking to 911, but he grabbed her phone and threw it into the river before her location could be pinned down by 911. Having no way to contact police and no way to defend herself, she was strangled and beaten unconscious and sexually assaulted. Jesca is using her experience as a catalyst for pursuing tangible and effective safety improvements on the Trinity Trails. Jesca's experience fully demonstrated that self-defense and a 911 call is not sufficient protection. We are donating the Smart Poles for a prototype validation with FWPD's Real Time Crime Center to explore effective ways to monitor the trails to help prevent what happened to Jesca, so that people can feel safe to enjoy the trails.

Thank you for giving us the opportunity to contribute to making the trails safer. We look forward to a long-term relationship with TRWD dedicated to making our wonderful trail system a safe and happy place to walk, jog, and ride. We have a great opportunity to make our section of the Trinity Trail the safest and thus the happiest in the U.S.

Sincerely,

Don Arnold and the SAFE+ Happy Trails Team

Don Arnold PRESIDENT 817.692.9722 SAFEandHappyTrails.org



AGENDA ITEM 11

DATE: July 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 related to the Cedar Creek Pipeline Rehabilitation Project.

DISCUSSION:

- Pending litigation
- Real property issues

Submitted By:

Stephen Tatum General Counsel

AGENDA ITEM 12

DATE: July 16, 2024

SUBJECT: Consider Approval of Authorization to Acquire Real Property Interests by Purchase or by Exercise of Eminent Domain 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 Meetings

July 25, 2024 at 9:00 AM, Board Budget Workshop August 19, 2024 at 9:00 AM, Board Budget Workshop August 20, 2024 at 9:00 AM