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 25th Day of March 2025 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 HTTPS://WWW.TRWD.COM/BOARDVIDEOS. A RECORDING OF THE MEETING WILL ALSO BE AVAILABLE AT HTTPS://WWW.TRWD.COM/BOARDVIDEOS.**

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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 February 18, 2025**

4. **Consider Approval of Contract with Lambda Construction, Ltd. for Dallas Phase 3 Lake Palestine Pump Station - High Voltage Substation of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**

5. **Consider Approval of Contract with Crossroads Audio, Inc. to Provide Sound and Lighting for Fort Worth's Fourth - Darrell Beason, Chief Operations Officer**

6. **Consider Approval of Contract with Taylor's Rental Equipment, Co. for Event Rentals for Fort Worth's Fourth - Darrell Beason, Chief Operations Officer**

7. **Consider Approval of Contract with Tarrant County Elections Administrator's Office to Conduct an Election - Stephen Tatum, General Counsel**

8. **Consider Authorizing the General Manager to Sign a Participation Agreement to Pay Assessments Associated with the Public Improvement District for Panther Island - Susan Alanis, Director of Panther Island Program**

9. **Presentations**

   - **Water Resources - Rachel Ickert, Chief Engineering Officer**
   - **Tarrant Appraisal District Appointment - Stephen Tatum, General Counsel**

10. **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, regarding a draft development agreement on Panther Island; and**

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

11. **Consider Approval of Authorization to Acquire Real Property Interests by Purchase or by Exercise of Eminent Domain for the Panther Island Canals Project - Steve Christian, Real Property Director**

    **Dean Ventures, LLC**
    **Fee-simple title to the surface estate only, together with a waiver of all surface rights and all building and improvements located on a 10,000 square foot (0.2296 acre) tract of land situated in the Adolphe Gouhenant Survey, Abstract No. 582, City of Fort Worth, Tarrant County, Texas, and being all of Lots 14, 15, 34, and 35, Block 10, North Fort Worth, an addition to the City of Fort Worth according to the plat recorded in Volume 63, Page 149, Plat Records, Tarrant County, Texas, and being part of a tract of land described as Tract 1 in General Warranty Deed to Dean Ventures, LLC recorded in Instrument No. D221170297, Official Public Records, Tarrant County, Texas**

**Miller International Inc.**
**Fee-simple title to the surface estate only, together with a waiver of all surface rights and all building and improvements located on a 26,666 square foot (0.6122 acre) tract of land situated in the Adolphe Gouhenant Survey, Abstract No. 582, City of Fort Worth, Tarrant County, Texas, and being all of Lots 13, 14, 15, 16, 17, 32, 33, 34, 35, and 36, and a portion of Lots 18 and 31, Block 9, North Fort Worth, an addition to the City of Fort Worth according to the plat recorded in Volume 63, Page 149, Plat Records, Tarrant County, Texas, and being all of a called 0.61 acre tract of land described in Special Warranty Deed to Miller International Inc. recorded in Instrument No. D222076350, Official Public Records, Tarrant County, Texas.**

**12. Future Agenda Items**

**13. Schedule Next Board Meeting**

**14. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 18th DAY OF FEBRUARY 2025 AT 9:00 A.M.

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

Present
Leah King (joined the meeting at 9:08 a.m.)
James Hill
Mary Kelleher
C.B. Team
Paxton Motheral

Also present were Dan Buhman, Darrel Andrews, Darrell Beason, Kate Beck, Rick Carroll, Steve Chrisitan, Linda Christie, Dustan Compton, Brenton Dunn, Ellie Garcia, Zach Hatton, Rachel Ickert, Laramie LaRue, Sandy Newby, Stephen Tatum and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

In the absence of President King, Vice President Hill opened and presided over the meeting.

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 Eric Crile, who spoke regarding Tarrant Appraisal District participation.

3.

Director Team moved to approve the minutes from the meeting held on January 21, 2025. Director Kelleher seconded the motion, and the votes were 4 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the

District.

4.

Director Hill moved to delay this item to later in the meeting. Director Team seconded the motion, and the votes were 4 in favor, 0 against.

5.

With the recommendation of management, Director Motheral moved to approve a contract in the amount of $3,099,500 with Kimley-Horn and Associates, Inc. for professional design services for Canal B Phase II, Canal C Phase II, and Canal D on Panther Island. Funding for this item is included in the Fiscal Year 2025 Special Projects/Contingency Fund. Director Kelleher seconded the motion, and the votes were 4 in favor, 0 against.

President King joined the meeting.

6.

With the recommendation of management, Director Team moved to approve a time and materials motor maintenance contract with Shermco Industries with in-shop rates of $80/hour, $120/overtime hour and field rates of $90/hour, $135/overtime hour. This contact is for one year with four more optional renewable years. Funding for this item is included in the Fiscal Year 2025 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

4.

With the recommendation of management, Director Team moved to approve a contract with BAR Constructors, Inc. in the amount of $69,655,521 for construction of the Integrated Pipeline Section 19-1 Part A Project. In addition, the General Manager or

his designee is granted authority to execute all documents associated with this contract. Funding for this item is included in the Dallas Bond Fund Phase 3. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, President King moved to approve a contract extension in an amount not-to-exceed $279,361 with Deloitte for audit services for fiscal year 2025, which will be split between two financial systems due to the District implementing Workday, a new enterprise resource planning system. Funding for this item is included in the Fiscal Year 2026 budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, President King moved to approve the continuation of an existing contract in the amount of $200,000 with Insight Global, LLC, for a total contract value not-to-exceed $340,000. Insight Global, LLC is performing interim professional services for Workday enterprise resource planning software and implementation support. Funding for this item is included in the Fiscal Year 2025 and Fiscal Year 2026 General Fund Budgets. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, President King moved to adopt a resolution honoring Linda Christie, Government Affairs Director, on her retirement from the District following 20 years of dedicated service. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

10.

Presentations

- Water Resources presented by Rachel Ickert, Chief Engineering Officer

The Board of Directors recessed for a break from 9:28 a.m. to 9:31 a.m.

11.

The Board next held an Executive Session commencing at 9:31 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, related to the settlement of claims in the Cedar Creek Pipeline Rehab Project - RB Finch Family Partnership/Finch FP, Ltd. (40) Lawsuit; 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 Rehab Project.

Upon completion of the executive session at 9:37 a.m., the President reopened the meeting.

12.

With the recommendation of management, Director Hill moved to approve a settlement agreement in the Cedar Creek Pipeline Rehab Project - RB Finch Family Partnership/Finch FP, Ltd (40) lawsuit. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

13.

Director Hill requested staff provide a presentation on District participation in Tarrant Appraisal District.

14.

The next board meeting was scheduled for March 25, 2025.

15.

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

| | |
|---|---|
| President | Secretary |

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 4**

**DATE:** March 25, 2025

**SUBJECT:** **Consider Approval of Contract with Lambda Construction, Ltd. for Dallas Phase 3 Lake Palestine Pump Station - High Voltage Substation of the Integrated Pipeline Project**

**FUNDING:** Dallas Bond Fund Phase 3

**RECOMMENDATION:**

Management recommends approval of a contract **in the amount of $12,435,850** with Lambda Construction, Ltd. for construction of the Integrated Pipeline Lake Palestine Pump Station - High Voltage Substation Project.

**DISCUSSION:**

In October 2019, the City of Dallas requested the District proceed with design and construction of Phase 3 of the Integrated Pipeline Project. Phase 3 spans from Lake Palestine to Cedar Creek. There are three Phase 3 projects currently underway – Section 19 Long Tunnel Crossing, Lake Palestine Pump Station Package 1, and Pipeline Section 19-2 Part A.

Lake Palestine Pump Station (LP1) – The High Voltage Substation of the Integrated Pipeline Project is part of the system that enables pumping of Dallas′ permitted water from Lake Palestine through the IPL to a Dallas delivery point in Grand Prairie. This contract includes construction of a 138kV Electric Substation and installation of Owner Furnished 138kv X 4.1kV transformers to power the Lake Palestine Pump Station the IPL.

Competitive sealed proposals were received from two offerors on February 20, 2025. The IPL Project Selection Team, consisting of two District members and two Dallas members, evaluated and scored the proposals.

The selection team determined that Lambda Construction I, Ltd. (Lambda), a regional company with offices in New Braunfels, Texas, submitted the proposal that provides the best value to Dallas and the District. Lambda's proposal demonstrated an excellent approach to the project and professionally qualified key personnel. Lambda proposed a higher cost proposal and a longer completion date than the other offeror. The other offeror, however, had several exclusions, terms, clarifications and qualifications that were incompatible with the contract terms and conditions. Lambda has successfully constructed the IPL JCC1 High Voltage Substation for TRWD and Dallas Water Utilities.

Lambda provided a plan for Fair Opportunities in Purchasing and Contracting Program showing 31.1% participation.

Management also requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

Included for reference are staff recommendation, Tabulation of Offers Received, and Fair Opportunity in Purchasing and Contracting Summary.

This item was reviewed by the Construction and Operations Committee on March 12, 2025.

**Submitted By:**

Ed Weaver
IPL Program Manager

# Memo

**TO:** Ed Weaver

**FROM:** Matt Gaughan

**DATE:** March 5, 2025

**SUBJECT:** Recommendation for Award of Contract for Construction of Lake Palestine Pump Station - High Voltage Substation of the Integrated Pipeline Project to Lambda Construction I, Ltd.

Two prospective Contractors submitted Competitive Sealed Proposals on February 20, 2025 for the referenced project.

The IPL selection team evaluated the Proposals. Scoring by the selection team is based on reviews of the Proposals by the members of the selection team. The Selection Team was assisted in their evaluation efforts by reports from the Review Team consisting of IPL staff members charged with reviewing documents and investigating references submitted by the Offerors. The results of the selection process are as follows in the Offeror Evaluation Worksheet:

| **IPL Lake Palestine Pump Station - High Voltage Substation (LP1HV) – IPL-CSP-25-058** | | | | |
|---|---|---|---|---|
| **Offeror Evaluation Worksheet** | | | | |
| **Tabulation of Scoring** | | | | |
| **Criteria** | **Criteria** | **Points** | **Lambda Construction I, Ltd.** | **Alterman, Inc.** |
| A | Proposed Contract Price and Contract Time | | | |
| | Proposed Contract Price | 40 | $12,435,850.00 | $11,672,828.00 |
| | Substantial Completion Days | | 943 | 899 |
| | Point Value | | 40.0 | 40.0 |
| B | Contractor's Approach to the Project | 20 | 17.8 | 3.8 |
| C | Experience / Past Performance of Offeror | 15 | 14.3 | 10.0 |
| D | Experience and Qualifications of Proposed Key Personnel | 15 | 14.3 | 10.0 |
| E | FOPC Participation | 10 | 10.0 | - |
| **Total Points** | | | **93.2** | **63.8** |

The selection team determined that Lambda Construction I, Ltd., a regional company with offices in new Braunfels, Texas, submitted the Proposal that provides the best value to Dallas and the District. Lambda's proposal demonstrated an excellent approach to the

project and professionally qualified key personnel. Lambda proposed the higher cost proposal and a longer completion time than the other offeror.

The other offeror, Alterman, had several exclusions, terms, clarifications and qualifications that were incompatible with the contract terms and conditions.

- Alterman provided statement that price proposal is only valid for 30 days – IPL standard contract requires 60 days for price validity
- Alterman proposal requires higher advance payments for key equipment than in contract; IPL standard contract has a fixed milestone payments for key equipment of 5% at Purchase Order and 10% at completion of submittals.
- Alterman excluded taxes; IPL standard contract requires contractor to include taxes on rental equipment and non-consumed materials / equipment
- Alterman noted that the price is contingent on execution of mutually acceptable contract which implies other non-specified changes.

Lambda has successfully completed the previous IPL JCC1 Pump Station – High Voltage Substation project.

It is recommended that a contract be awarded to Lambda Construction I, Ltd. in the amount of $12,435,850.00 to construct the Project.

**Fair Opportunity in Purchasing and Contracting**
**Project:** Integrated Pipeline Project – Lake Palestine Pump Station - High Voltage Substation

Lambda Construction I, Ltd., with offices in New Braunfels, Texas, has signed the IPL Project Fair Opportunity Purchasing documentation, and proposes employing the following subcontractors, suppliers, and sub-consultants:

**Project Category:** Construction

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**LOCAL/NON-LOCAL CONTRACT SUMMARY**

| | Amount | Percent |
|---|---|---|
| Local Contracts | $6,407,737.45 | 50.5% |
| Non-Local Contracts | $5,982,112.55 | 47.2% |
| Optional Supplemental Services | $296,000.00 | 2.3% |
| **Total This Agenda** | **$12,435,850.00** | **100.0%** |

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**LOCAL/NON-LOCAL DBE/HUB PARTICIPATION THIS ACTION**

| Local | Certification |
|---|---|
| BAR Constructors | DBE / HUB |
| Electrical Power Products, Inc. | DBE / HUB |
| Buzz Custom Fence | DBE / HUB |

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DBE/HUB Subcontractor Participation is 31.1%.

**Tabulation of Offers Received**

**Project:** IPL Lake Palestine Pump Station - High Voltage Substation (LP1HV)

**Owner:** Tarrant Regional Water District

**Engineer:** Burns and McDonnel

**Project Number:** IPL-CSP-25-058

**Date:** February 20, 2025

| Name of Offeror | Addenda Received | Bid Bond Attached | Total Offer Amount | Substantial Completion Days | Final Completion Days |
|---|---|---|---|---|---|
| Lambda Construction I, Ltd. | ☒ Yes ☐ No | ☒ Yes ☐ No | $12,435,850.00 | 943 | 1003 |
| Alterman, Inc. | ☒ Yes ☐ No | ☒ Yes ☐ No | $11,672,828.00 | 899 | 959 |

Note 1 – Alterman, Inc. offer amount corrected from as-read numbers.

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 5**

**DATE:** March 25, 2025

**SUBJECT:** **Consider Approval of Contract with Crossroads Audio, Inc. to Provide Sound and Lighting for Fort Worth's Fourth**

**FUNDING:** Fiscal Year 2025 General Fund Budget - $50,000

**RECOMMENDATION:**

Management recommends approval of contract **in the amount of $39,978** with Crossroads Audio, Inc to provide sound and lighting for Fort Worth's Fourth. This contract is for one (1) year with four (4) additional one-year renewal options, for a potential total spend of $199,890.

**DISCUSSION:**

The District hosts a community event called Fort Worth's Fourth each year on July 4th that includes an evening of festival food, drinks, kids' activities, live music, and fireworks along the banks of the Trinity River at Panther Island Pavilion. The District solicited request for proposals for sound and/or lighting production services for this outdoor event.

The Request for Proposals were solicited per statute (Texas Local Government Code Chapter 252) and two proposals were received. The evaluation team determined that Crossroads Audio submitted the proposal providing the best value to the District. Three vendors were solicited.

There is no diverse business goal for this project.

This item was reviewed by the Recreation Committee on March 12, 2025.

**Submitted By:**

Darrell Beason
Chief Operations Officer

**Evaluation Sheet**

# 25-076 2025 Fort Worth Fourth - Sound and Lighting

| Technical Quality Criteria | Total Points Available | Crossroads Audio, Inc. | Starwest Solutions, LLC |
|---|---|---|---|
| Price | 40.00 | 40.00 | 20.00 |
| | Price | $39,978.00 | $89,800.00 |
| References | 20.00 | 20.00 | 20.00 |
| | | | |
| Experience of Company and Assigned Personnel with Large Special Events and Experience with Panther Island Pavilion | 20.00 | 20.00 | 15.00 |
| | | | |
| Design Plan | 20.00 | 20.00 | 18.00 |
| | | | |
| **Total** | **100.00** | **100.00** | **73.00** |

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 6**

**DATE:** March 25, 2025

**SUBJECT:** **Consider Approval of Contract with Taylor's Rental Equipment, Co. for Event Rentals for Fort Worth's Fourth**

**FUNDING:** Fiscal Year 2025 General Fund Budget - $108,000

**RECOMMENDATION:**

Management recommends approval of a contract **in the amount of $45,726** with Taylor's Rental Equipment, Co. to provide tents, tables and miscellaneous rentals for Fort Worth's Fourth. This contract is for one (1) year with four (4) additional one-year renewal options, for a potential total spend of $228,630.

**DISCUSSION:**

The District hosts a community event called Fort Worth's Fourth each year on July 4th that includes an evening of festival food, drinks, kids' activities, live music, and fireworks along the banks of the Trinity River at Panther Island Pavilion. The District provided an invitation to bid for rental companies to provide tents, tables, chairs, and miscellaneous rentals for this event.

Invitation to Bid was solicited per statute (Texas Water Code Chapter 49) and two bids were received. Taylor's Rental Equipment, Co. was the lowest conforming bidder. Four vendors were solicited.

There is no diverse business goal for this project .

This item was reviewed by the Recreation Committee on March 12, 2025.

**Submitted By:**

Darrell Beason
Chief Operations Officer

Tarrant Regional Water District
Purchasing
TRWD Purchasing Department, Purchasing Supervisor
800 E Northside Dr, Fort Worth, TX 76102

# EVALUATION TABULATION

## ITB No. 25-074

## Fort Worths Fourth- Tents, Tables, and Misc. Rentals

RESPONSE DEADLINE: February 21, 2025 at 1:00 pm
Report Generated: Friday, February 21, 2025

### SELECTED VENDOR TOTALS

| Vendor | Total |
|---|---|
| Taylor's Rental Equipment Co. | $45,726.00 |
| Carolina Rental Group, Inc. | $72,031.60 |

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 7**

**DATE:** March 25, 2025

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

**FUNDING:** Fiscal Year 2025 General Fund Budget - $250,000

**RECOMMENDATION:**

Management recommends approval of a contract **in the amount of $228,821.20** with Tarrant County Elections Administrator's Office for election services to fill three (3) seats on the District's Board of Directors at the May 3, 2025 election.

General Counsel and Tarrant County Elections Administrator's Office recommend the presiding officer sign this contract rather than a designee. Should a recount be required, the Elections Administrator can serve as Recount Supervisor under Section XV (page 7) only if the document is signed by the entity's presiding officer.

**DISCUSSION:**

The terms of office of three (3) incumbent members of the Board of Directors will expire in May 2025. This contract will authorize Tarrant County to administer and conduct the election to fill the expiring seats on behalf of the District as it has in the past.

The contract is made pursuant to Texas Election Code Sections 31.092 and 271.002.

This item was reviewed by the Administration and Policy Committee on March 12, 2025.

**Submitted By:**

Stephen Tatum
General Counsel

**THE STATE OF TEXAS**

**COUNTY OF TARRANT**

# JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

| | |
|---|---|
| ALEDO ISD | CITY OF ROANOKE |
| ARLINGTON ISD | CITY OF SAGINAW |
| AZLE ISD | CITY OF SANSOM PARK |
| CASTLEBERRY ISD | CROWLEY ISD |
| CITY OF ARLINGTON | EAGLE MOUNTAIN-SAGINAW ISD |
| CITY OF BEDFORD | FORT WORTH ISD |
| CITY OF COLLEYVILLE | GODLEY ISD |
| CITY OF EULESS | GRAPEVINE-COLLEYVILLE ISD |
| CITY OF EVERMAN | HURST-EULESS-BEDFORD ISD |
| CITY OF FOREST HILL | KELLER ISD |
| CITY OF FORT WORTH | KENNEDALE ISD |
| CITY OF GRAND PRAIRIE | LEWISVILLE ISD |
| CITY OF GRAPEVINE | MANSFIELD ISD |
| CITY OF HALTOM CITY | NORTHWEST ISD |
| CITY OF HASLET | TARRANT REGIONAL WATER |
| CITY OF KELLER | TARRANT COMMUNITY COLLEGE |
| CITY OF KENNEDALE | TOWN OF EDGECLIFF VILLAGE |
| CITY OF MANSFIELD | TOWN OF FLOWER MOUND |
| CITY OF NORTH RICHLAND HILLS | TOWN OF TROPHY CLUB |
| CITY OF RICHLAND HILLS | WHITE SETTLEMENT ISD |

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

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 3, 2025 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as “Elections Administrator.” This term includes the Assistant Elections Administrator in the Elections Administrator’s absence or disability.

## RECITALS

Each Participating Authority listed above plans to hold a general and/or special election on May 3, 2025. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 7, 2025.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.7), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as “Entities” or “Participating Authority(ies)”, desire to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County’s elections



_____ _____
EA Initials Entity Rep Initials

services through the Elections Administrator's office, and to compensate the County for such use and to share in other expenses connected with join elections in accordance with the applicable provisions of law and of this contract.

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

## I. ADMINISTRATION

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

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

Each Participating Authority agrees to adopt the Verity Voting System v. 2.7, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

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

## II. LEGAL DOCUMENTS

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

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

## III. VOTING LOCATIONS

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

If polling places for the May 3, 2025 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 3, 2025 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 3, 2025 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

## IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

## V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

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

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

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

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

## VI. EARLY VOTING

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

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

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

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

## VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

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

The Elections Administrator shall determine whether a Signature Verification Committee (SVC) is necessary, and if so, shall appoint the members as listed on Attachment C.

## VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

The Participating Authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the central counting station officials as listed in Attachment C.

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

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

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

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

## IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

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

## X. RUNOFF ELECTIONS

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

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

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 3, 2025 election.

Each Participating Authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 7, 2025.

## XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Participating Authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the number of registered voters in each Participating Authorities' territory and is determined by adding together the overall expenses and dividing the expenses among the Participating Authorities on a pro-rata basis dependent on the number of registered voters in each Participating Authority's jurisdiction that are participating in the election.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each Participating Authority shall be responsible for a pro-rata portion of the actual costs associated with each voting site.

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

Participating Authorities having the majority of their voters in another county, and fewer than 700 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of $500 for election expenses. There is a minimum $500 per election charge.

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

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

**Cost schedule and invoicing.**

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

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

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

## XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each Participating Authority under the terms of this Agreement is listed below. Each Participating Authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each Participating Authority's obligation under the terms of this Agreement shall be calculated after the May 3, 2025 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

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

| | Registered | Percent | Estimated | Deposit |
|---|---|---|---|---|



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EA Initials Entity Rep Initials

| Political Subdivision | Voters in Election | Split of Election | Cost | Due |
|---|---|---|---|---|
| ALEDO ISD | 1,757 | 0.07% | $890.69 | $668.02 |
| ARLINGTON ISD | 179,025 | 6.97% | $90,895.92 | $68,171.94 |
| AZLE ISD | 17,119 | 0.67% | $8,682.17 | $6,511.63 |
| CASTLEBERRY ISD | 9,953 | 0.39% | $5,048.00 | $3,786.00 |
| CITY OF ARLINGTON | 205,114 | 7.98% | $104,153.51 | $78,115.13 |
| CITY OF BEDFORD | 30,781 | 1.20% | $15,627.41 | $11,720.56 |
| CITY OF COLLEYVILLE | 20,944 | 0.82% | $10,641.65 | $7,981.24 |
| CITY OF EULESS | 31,732 | 1.23% | $16,104.67 | $12,078.50 |
| CITY OF EVERMAN | 2,949 | 0.11% | $1,494.97 | $1,121.22 |
| CITY OF FOREST HILL | 7,412 | 0.29% | $3,768.13 | $2,826.10 |
| CITY OF FORT WORTH | 488,738 | 19.02% | $247,942.73 | $185,957.05 |
| CITY OF GRAND PRAIRIE | 38,487 | 1.50% | $19,521.49 | $14,641.12 |
| CITY OF GRAPEVINE | 32,340 | 1.26% | $16,416.79 | $12,312.59 |
| CITY OF HALTOM CITY | 20,016 | 0.78% | $10,162.44 | $7,621.83 |
| CITY OF HASLET | 3,325 | 0.13% | $1,685.57 | $1,264.18 |
| CITY OF KELLER | 33,533 | 1.30% | $17,034.19 | $12,775.64 |
| CITY OF KENNEDALE | 5,789 | 0.23% | $2,939.17 | $2,204.38 |
| CITY OF MANSFIELD | 44,048 | 1.71% | $22,368.54 | $16,776.41 |
| CITY OF NORTH RICHLAND HILLS | 46,272 | 1.80% | $23,482.38 | $17,611.79 |
| CITY OF RICHLAND HILLS | 4,932 | 0.19% | $2,500.26 | $1,875.19 |
| CITY OF ROANOKE | 47 | 0.00% | $500.00 | $375.00 |
| CITY OF SAGINAW | 14,926 | 0.58% | $7,567.55 | $5,675.66 |
| CITY OF SANSOM PARK | 2,300 | 0.09% | $1,168.87 | $876.65 |
| CROWLEY ISD | 67,937 | 2.64% | $34,471.40 | $25,853.55 |
| EAGLE MOUNTAIN-SAGINAW ISD | 77,428 | 3.01% | $39,269.20 | $29,451.90 |
| FORT WORTH ISD | 90,190 | 3.51% | $45,753.16 | $34,314.87 |
| GODLEY ISD | 508 | 0.02% | $500.00 | $375.00 |
| GRAPEVINE-COLLEYVILLE ISD | 55,709 | 2.17% | $28,288.72 | $21,216.54 |
| HURST-EULESS-BEDFORD ISD | 92,488 | 3.60% | $46,951.40 | $35,213.55 |
| KELLER ISD | 119,885 | 4.67% | $60,847.45 | $45,635.58 |
| KENNEDALE ISD | 13,842 | 0.54% | $7,029.29 | $5,271.96 |
| LEWISVILLE ISD | 734 | 0.03% | $500.00 | $375.00 |
| MANSFIELD ISD | 105,002 | 4.09% | $53,306.68 | $39,980.01 |
| NORTHWEST ISD | 44,364 | 1.73% | $22,506.62 | $16,879.96 |
| TARRANT REGIONAL WATER | 451,041 | 17.55% | $228,821.40 | $171,616.05 |
| TARRANT COMMUNITY COLLEGE | 182,886 | 7.12% | $92,825.76 | $69,619.32 |
| TOWN OF EDGECLIFF VILLAGE | 2,509 | 0.10% | $1,273.84 | $955.38 |
| TOWN OF FLOWER MOUND | 734 | 0.03% | $500.00 | $375.00 |
| TOWN OF TROPHY CLUB | 459 | 0.02% | $500.00 | $375.00 |
| WHITE SETTLEMENT ISD | 22,400 | 0.87% | $11,363.22 | $8,522.42 |
| **Election Totals** | **2,569,655** | **100.00%** | **$1,305,305.22** | **$978,978.91** |

## XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten



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percent (10%) of such expenses (but not less than $ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

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

## XIV. RECORDS OF THE ELECTION

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

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

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

## XV. RECOUNTS

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

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

## XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the Participating Authorities.

2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this Contract prevents any Party from taking appropriate legal action against any other Party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.

4. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas.

5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other

provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any Amendments of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.

9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

[Signature Pages Follow]



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EA Initials Entity Rep Initials

## XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

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

The Elections Administrator:

_____
Clinton Ludwig
Elections Administrator

Date_____

The State of Texas §
County of Tarrant §

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

(Seal)

_____
Signature of Notary



_____ _____
EA Initials Entity Rep Initials

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

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

NAME OF ENTITY: Tarrant Regional Water District

_____
(Signature of Entity Representative)
(Leah King, Board President)

Date_____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Leah King, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this, the 25th day of March, 2025.

(Seal)

_____
Signature of Notary



_____ _____
EA Initials Entity Rep Initials

# Attachment C: Appointed Election Officials

**EARLY VOTING BALLOT BOARD MEMBERS:**

| | |
|---|---|
| Presiding Judge: | Amie Super |
| Alternate Presiding Judge: | Kat Cano |

Other members as appointed.

**CENTRAL COUNTING STATION MEMBERS:**

| | |
|---|---|
| Counting Station Manager: | Clinton Ludwig, Elections Administrator |
| Tabulation Supervisor: | Stacey Behymer, Technology Resources Coordinator |
| Presiding Judge: | Amie Super |



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EA Initials Entity Rep Initials

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 8**

**DATE:** March 25, 2025

**SUBJECT:** **Consider Authorizing the General Manager to Sign a Participation Agreement to Pay Assessments Associated with the Public Improvement District for Panther Island**

**FUNDING:** General Fund

**RECOMMENDATION:**

Management recommends authorizing the General Manager to sign the Participation Agreement to Pay Assessments associated with the Public Improvement District for Panther Island by the City of Fort Worth. Payments, **at an approximate amount of $150,000 per year**, would begin in Fiscal Year 2026.

**DISCUSSION:**

On December 17, 2024, the Board authorized the General Manager to sign the landowners' petition requesting establishment of the Operating Public Improvement District (PID) for Panther Island. At that time, the City advised that TRWD was able to sign the creation petition as a tax-exempt entity that agreed to self-assess and contribute to the PID. Since that time, the City determined that it is legally prudent to create the PID without TRWD counting towards the minimum property owner threshold.

As a result, this action authorizes the General Manager to sign the Participation Agreement while relying on private property owners to petition for the PID. The executed Participation Agreement will accompany the petition that is circulated to landowners to convey TRWD's commitment.

The proposed assessment, budget and TRWD anticipated cost described in the original action item remains the same.

Signing the Participation Agreement to Pay Assessments indicates TRWD's intent to fund the future PID budget beginning in Fiscal Year 2026 from the General Fund, at an approximate amount of $150,000 per year. The amount will vary by year based on land ownership and value. The Board's action is to allow for the General Manager to sign this agreement in its substantial form, as slight changes may be made prior to it being finalized. The draft agreement is attached.

Establishment of the Panther Island O-PID requires two public hearings in the Spring and

late Summer to approve the Service and Assessment Plan (SAP) and to levy the assessment, respectively.

**Submitted By:**

Susan Alanis
Director of Panther Island Program

**DRAFT Panther Island O-PID Budget**

| | |
|---|---|
| **Public Participation?** | **Yes** |
| **Tax Rate (Public)** | **0.165** |

**BUDGET FORECAST**

| | | 2026 | | 2027 | | 2028 | | 2029 | | 2030 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Private Taxable Value:** | | **109,842,285** | | **115,334,399** | | **126,867,839** | | **139,554,623** | | **160,487,817** | |
| | | *YoY Growth* | | *5.00%* | | *10.00%* | | *10.00%* | | *15.00%* | |
| **Revenues** | | | | | | | | | | | |
| **PRIVATE ASSESSMENTS** | | **181,361** | **52.6%** | **190,429** | **53.3%** | **209,471** | **55.2%** | **230,419** | **57.1%** | **264,981** | **60.0%** |
| **PUBLIC ASSESSMENTS** | *Assessed Value* | **163,341** | **47.4%** | **166,608** | **46.7%** | **169,940** | **44.8%** | **173,339** | **42.9%** | **176,805** | **40.0%** |
| *TRWD Assessment* | *88,699,166* | *146,451* | | *149,380* | | *152,368* | | *155,415* | | *158,523* | |
| *TCC Assessment* | *9,387,062* | *15,499* | | *15,809* | | *16,125* | | *16,448* | | *16,777* | |
| *CoFW Assessment* | *401,402* | *663* | | *676* | | *690* | | *703* | | *717* | |
| *Tarrant County Assessment* | *440,850* | *728* | | *742* | | *757* | | *772* | | *788* | |
| *CoFW Parks Department* | *0* | *0* | | *0* | | *0* | | *0* | | *0* | |
| *Other Public Assessment* | *0* | *0* | | *0* | | *0* | | *0* | | *0* | |
| **Total Budgeted Revenues** | | **344,701** | | **357,036** | | **379,411** | | **403,757** | | **441,787** | |
| Use of Fund Balance | | 0 | | 0 | | 0 | | 0 | | 0 | |
| **Total Revenues Available for Use** | | **344,701** | | **357,036** | | **379,411** | | **403,757** | | **441,787** | |
| **Expenses** | | | | | | | | | | | |
| Management Fee | | 115,000 | *40.1%* | 126,500 | | 139,150 | | 153,065 | | 168,372 | |
| Operation & Maintanence | | 107,000 | *37.3%* | 144,000 | | 151,200 | | 158,760 | | 166,698 | |
| Security | | 30,000 | *10.5%* | 33,000 | | 36,300 | | 39,930 | | 43,923 | |
| Marketing | | 15,000 | *5.2%* | 17,250 | | 19,838 | | 22,813 | | 26,235 | |
| Public Events | | 10,000 | *3.5%* | 11,000 | | 12,100 | | 13,310 | | 14,641 | |
| City Audit | | 3,000 | *1.0%* | 3,000 | | 3,000 | | 3,000 | | 3,000 | |
| City Administrative Fee (2.0%) | | 6,894 | *2.4%* | 7,141 | | 7,588 | | 8,075 | | 8,836 | |
| **Total Budgeted Expenses** | | **286,894** | | **341,891** | | **369,176** | | **398,953** | | **431,704** | |
| Contribution to Fund Balance | | 57,807 | | 15,146 | | 10,236 | | 4,804 | | 10,082 | |
| **Total Expenses** | | **344,701** | | **357,036** | | **379,411** | | **403,757** | | **441,787** | |
| Net Change in Fund Balance | | 57,807 | | 15,146 | | 10,236 | | 4,804 | | 10,082 | |
| Estimated Fund Balance (EOY) | | 57,807 | | 72,953 | | 83,188 | | 87,992 | | 98,075 | |
| Anticipated Reserve Requirement for Upcoming FY (16.67% of FY BE) | | 56,982 | | 61,529 | | 66,492 | | 71,951 | | 71,951 | |
| Over (Under) Reserve | | 826 | | 11,424 | | 16,696 | | 16,042 | | 26,124 | |

**Draft Budget**

# Draft Participation Agreement

## PARTICIPATION AGREEMENT TO PAY ASSESSMENTS - PUBLIC IMPROVEMENT DISTRICT NUMBER 23, CITY OF FORT WORTH, TEXAS (PANTHER ISLAND O-PID )

This **PARTICIPATION AGREEMENT TO PAY ASSESSMENTS - PUBLIC IMPROVEMENT DISTRICT NUMBER 23, CITY OF FORT WORTH, TEXAS** (**"Agreement"**) is entered into by and between the **CITY OF FORT WORTH, TEXAS** (**"City"**), a Texas home-rule municipal corporation, and **TARRANT REGIONAL WATER DISTRICT** (**"TRWD"**), a Texas water control and improvement district. The City and TRWD may each be referred to herein individually as a party and collectively as the parties.

**Recitals**

**A.** The City and TRWD, in conjunction with private landowners, are cooperatively pursing creation of an operating public improvement district (**"O-PID"**) in accordance with the Public Improvement District Assessment Act, Texas Local Government Code Chapter 372 (the **"Act"**), and with the City's Policy for Operating Public Improvements Districts (**"O-PID Policy"**), to undertake identified public improvement projects conferring special benefit on the definable part of the City generally known as Panther Island (**"Panther Island O-PID"** or **"O-PID"**), with the understanding that creation and operation of such O-PID shall be contingent on, and subject to, City Council approval and the adoption of a governing ordinance (**"O-PID Ordinance"**). A copy of the O-PID is attached hereto as **Exhibit "A"** and incorporated herein.

**B.** Establishment of the Panther Island O-PID will finance and pay for construction and maintenance of public improvements within and specially benefitting the O-PID, at least in part, through special assessments on taxable real property contained in the O-PID, with such improvements anticipated to spur and accelerate development of property in the Panther Island O-PID, increasing values and tax revenues for both the City and the TRWD along with other benefits to the parties and the public.

**C.** Under the Act and authorities construing the same, the properties liable for paying assessment must be specially benefitted by PID-funded improvements.

**D.** Pursuant to Texas Constitution, personal or real property owned by TRWD is not subject to state or local taxation, but Section 372.014(b) of the Act allows exempt jurisdictions, such as TRWD, to pay special assessments by contract.

**E.** TRWD owns a large amount of real property located within boundaries of the Panther Island O-PID and desires to have its real property benefit from the O-PID-

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funded public improvements. It therefore agrees to pay special assessments related to the Panther Island O-PID through a contract with the City as allowed under the Act, with the expectation that an executed copy of this Agreement may serve as an attachment to the petition seeking creation of the O-PID in order to demonstrate to owners of taxable real property the commitment of TRWD.

**NOW, THEREFORE,** for and in consideration of the mutual agreements and conditions set forth herein, the sufficiency of which is hereby acknowledged, the City and the TRWD do contract, covenant and agree as follows:

**1. INCORPORATION OF RECITALS.**

The parties agree that the recitals set forth above are true and correct and form the basis upon which they have entered into this Agreement.

**2. MANANGEMENT, OPERATION, ADMINISTRATION OF PANTHER ISLAND O-PID BY CITY.**

**A. Conformance with the Act and O-PID Policy.** The Panther Island PID will be managed, operated, and administered by the City, directly or through a contracted third party, in accordance with the Act and, except as otherwise set forth herein, with the O-PID Policy.

**B. TRWD Assessments Established by the Agreement.**

i. TRWD agrees to pay assessment on all real property that it owns within the boundaries of the O-PID in amounts calculated as though such real property were subject to taxation, with the process for determining and collecting such assessments set forth in this Section 2(B) and not the process specified in the O-PID Policy.

ii. Calculation of TRWD's assessment shall be determined annually by multiplying the assessment rate by the value of each parcel of TRWD property as detailed below.

iii. The assessment rate for TRWD shall be the same as that applicable to taxable property within the O-PID and reflect the rate established by City Council each year in approval of the then-current service and assessment plan for the Panther Island O-PID ("**Assessment Rate**"), provided however, that the rate may not be greater than the not-to-exceed assessment rate reflected in the O-PID Ordinance.

iv. For purposes of calculating assessments on TRWD, City staff will use the total market value of each TRWD-owned tract as shown

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on the appraisal records of the Tarrant Appraisal District (the "**TAD Market Value**"). A list of each TRWD-owned parcel of real property within the O-PID and subject to assessment is attached a "**Exhibit C**" which is incorporated herein ("**TRWD Tracts**").

v. It is anticipated that TRWD may sell one of or more of the TRWD Tracts during the term of this Agreement. Only those parcels owned by TRWD as of January 1 of the year in which assessments are being calculated and billed will be subject to assessment under this Agreement. To the extent a former TRWD Tract is owned by a non-exempt party as of January 1, such new owner shall be liable for assessment in accordance with the O-PID Ordinance and the then-current service and assessment plan for the O-PID.

vi. On October 1 of each year (or as soon thereafter as practicable), City staff will send an assessment invoice to TRWD with the invoice designed to show value and assessment information for all TRWD Tracts broken out on a parcel-by-parcel basis. Payment of the invoice shall be due in accordance with the same deadlines and other general terms applicable to invoices issued by and payable to the Tarrant County Assessor Collector, provided, however, that payment shall be made directly to the City.

vii. Payments received under this Agreement will be deposited by the City to a fund or account dedicated solely for the benefit of the Panther Island O-PID.

viii. In the event TRWD does not pay an assessment invoice in a timely fashion, City may institute a breach of contract action against TRWD for collection of the same. Penalties and interest shall not apply with respect to unpaid assessment amounts, and in the event of litigation of other collection proceeding, each party shall be responsible for its own attorney's fees.

**ix. TRWD EXPRESSLY WAIVES ITS IMMUNITY:**

**a. TO SUIT FOR PURPOSES OF THE CITY COLLECTING ANY OF ITS UNPAID ASSESSMENTS.**

**b. TO LIABILITY AS IT RELATES TO THE CITY COLLECTING ANY OF ITS UNPAID ASSESSMENTS.**

**3. TERM.**

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This Agreement shall take effect on the date as of which both parties have executed it and shall expire on the expiration or termination of the Panther Island O-PID, unless this Agreement is terminated earlier as provided herein.

**4. TERMINATION.**

A. The parties acknowledge and agree that proper budgeting for the improvements within the O-PID requires advance planning and that limitation of termination rights hereunder is therefore reasonable.

B. Because assessments are calculated based on ownership and values as of January 1 each year, but invoices do not issue until October 1 for that same year, either party may terminate this Agreement with respect to the then-current year by providing written notice on or before April 1, in order to afford 180 days' notice prior to the commencement of the O-PID's fiscal year and issuance of invoices. If notice of termination is provided after April 1, such notice shall be considered to take effect as of January 1 of the immediately succeeding year.

**C. Effect of Termination.** Termination shall not reduce or absolve TRWD's liability for payment of assessment invoices preceding the date of TRWD's termination notice, and TRWD's shall be entitled to benefits of the O-PID through the effective date of termination.

**5. RESPONSIBILITY FOR ACTS.**

The City and the TRWD shall each be responsible for the sole negligent acts of their officers, agents, employees or separate contractors. In the event of joint and concurrent negligence of both the City and the TRWD, responsibility, if any, shall be apportioned proportionately based on each party's relative fault as determined by a court of competent jurisdiction. Unless otherwise explicitly provided herein, neither party waives any governmental powers or immunities or any other defenses available to each individually.

**6. NOTICES.**

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party may subsequently designate in writing, by certified mail, postage prepaid, or by hand delivery:

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| City: | TRWD : |
| --- | --- |
| City of Fort Worth<br>Attn: City Manager<br>100 Fort Worth Trail<br>Fort Worth, Texas 76102 | Tarrant Regional Water District<br>Attn: General Manager<br>800 E. Northside Dr.<br>Fort Worth, Texas 76102-1016 |

***with copies to:***

the City Attorney and
Economic Development
Director at the same address

**7. NO WAIVER.**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**8. VENUE AND JURISDICTION.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or in the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**9. NO THIRD-PARTY RIGHTS.**

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

**10. FORCE MAJEURE.**

The parties shall exercise every reasonable effort to meet their respective obligations as set forth in this Agreement, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems and/or any other cause beyond the reasonable control of either party.

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**11. REVIEW OF COUNSEL.**

The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement and agree that, in the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

**12. CAPTIONS.**

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

**13. ELECTRONIC SIGNATURES.**

This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via email or other electronic transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

**14. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**15. ENTIRETY OF AGREEMENT.**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the TRWD as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

**EXECUTED** as of the later date below:

**THIS SPACE LEFT BLANK INTENTIONALLY. SIGNATURE BLOCKS AND EXHIBITS FOLLOW.**

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------> ADD SIGNATURE BLOCK AND EXHIBITS <-----

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**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 10**

**DATE:** March 25, 2025

**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, regarding a draft development agreement on Panther Island; and

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

**DISCUSSION:**

- Pending litigation
- Real property issues

**Submitted By:**

Stephen Tatum
General Counsel

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 11**

**DATE:** March 25, 2025

**SUBJECT:** **Consider Approval of Authorization to Acquire Real Property Interests by Purchase or by Exercise of Eminent Domain for the Panther Island Canals Project**

**DISCUSSION:**

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

# Next Scheduled Board Meeting

April 15, 2025 at 9:00 AM