

Minimum/Base Rate 2 inch meter:

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CodeRed

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Outside City Limits: \$4.86

4,011-therefore
(4th Tier):

Inside City Limits: \$5.47

Outside City Limits: \$5.73

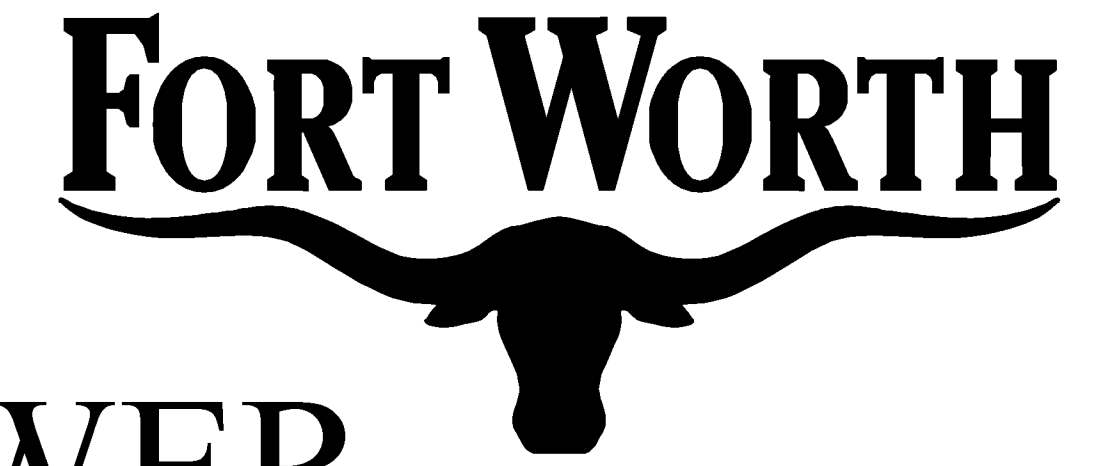
Billing where more than one user is tied to the same meter. For 3/4 inch meters it is the base rate times X where X is the number of users plus volume charges. For meters larger than a 3/4 meter, it is the 3/4 base rate times X where X is the number of users plus volume charges or the actual meter size base rate plus volume charges whichever is greater.

**WATER RATES MAY CHANGE DURING DECLARED DROUGHT EMERGENCIES IN ACCORDANCE WITH THE DROUGHT CONTINGENCY PLAN OF THE TOWN.*

-
- + How to Figure Your Water Bill
 - + Sewer Rate Schedule
 - + Water Consumer Confidence Report (CCR)
 - + Other Notices



**Attachments for
Part D, Question 12.A**



THE CITY OF FORT WORTH, TEXAS
WATER DEPARTMENT
LAKE WORTH WATER AND SANITARY SEWER
IMPROVEMENTS PART 1
CITY PROJECT NO. 100962

PENINSULA CLUB
(WATERCRESS TO WATERCRESS)

ELLA YOUNG
(WATERCRESS TO SURFSIDE)

ISLAND VIEW
(WATERCRESS TO WATERCRESS)

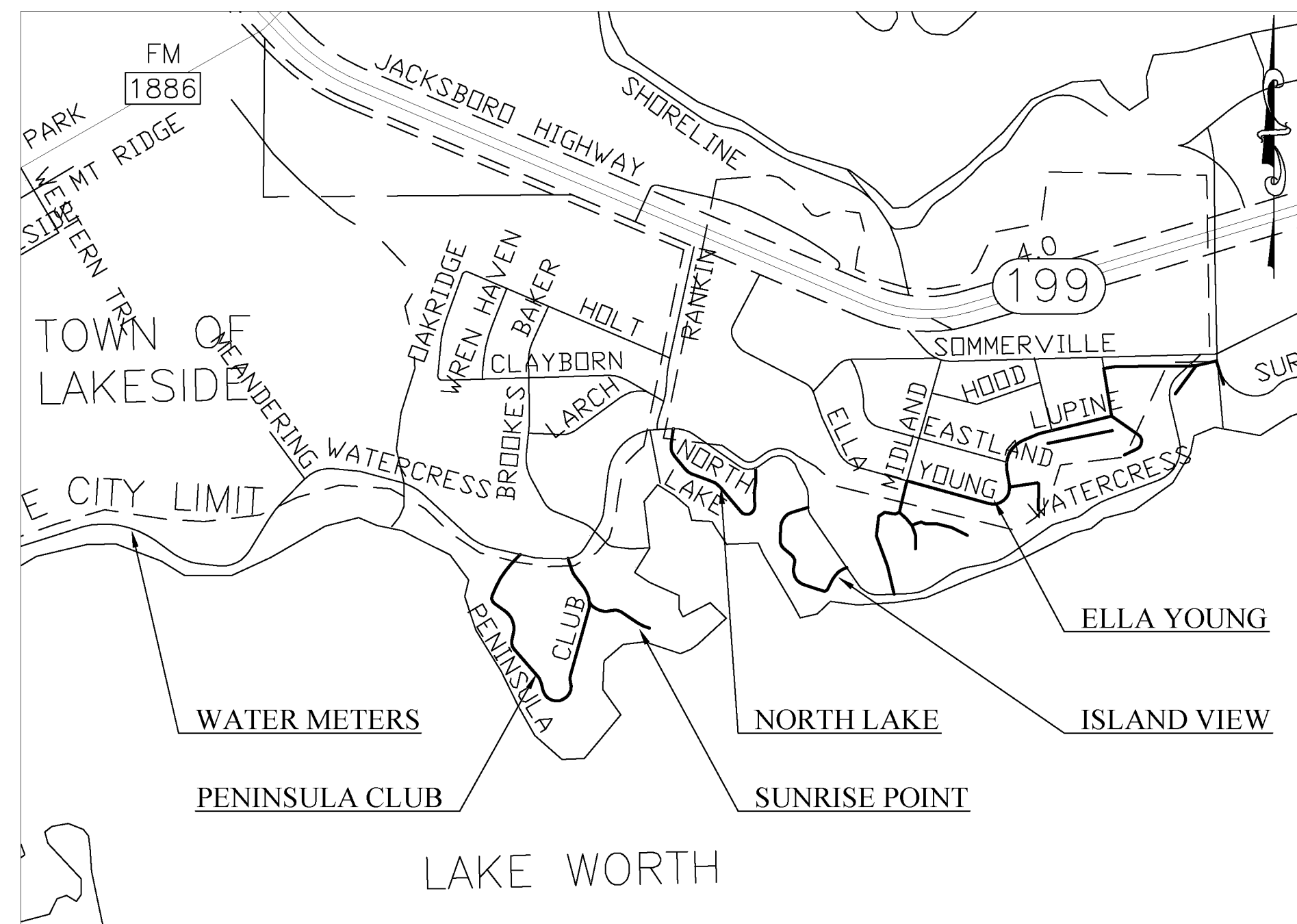
SUNRISE POINT
(PENINSULA CLUB TO MARINA)

NORTH LAKE
(WATERCRESS TO WATERCRESS)

BETSY PRICE
MAYOR

DAVID COOKE
CITY MANAGER

CHRIS P. HARDER, P.E.
ACTING WATER DIRECTOR



LOCATION MAP
N.T.S.

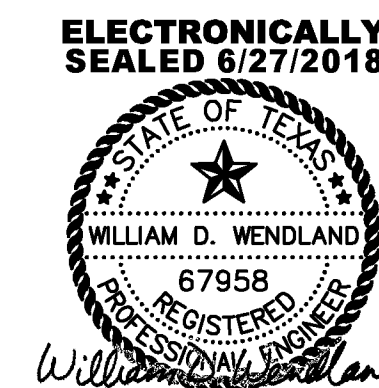
RECOMMENDED: _____ DATE: _____
TONY SHOLOLA, P.E.
ENGINEERING MANAGER, WATER DEPARTMENT

REVIEWED: _____ DATE: _____
WALTER NORWOOD, P.E.
PROJECT MANAGER, WATER DEPARTMENT

WATER DEPARTMENT

2018

WATER PROJECT NO. 56002-0600430-100962 C-01783
SEWER PROJECT NO. 56002-0700430-100962 C-01783
CITY PROJECT NO. 100962



BURGESS & NIPLE

3950 FOSSIL CREEK BLVD., SUITE 210
FORT WORTH, TEXAS 76137
PHONE: (817) 306-1444
TBPE FIRM REGISTRATION NO. F-10834

CITY COUNCIL AGENDA



COUNCIL ACTION: Approved on 9/11/2018 - Ordinance No. 23382-09-2018

DATE: 9/11/2018 **REFERENCE NO.:** C-28848 **LOG NAME:** 60LWWSSP1-RDBBROTHERS
CODE: C **TYPE:** NON-CONSENT **PUBLIC HEARING:** NO
SUBJECT: Authorize Execution of a Contract with R&D Burns Brothers, Inc., in the Amount of \$2,421,295.00 for Lake Worth Water and Sanitary Sewer Improvements, Part 1, Provide for Project Costs and Contingencies and Adopt Appropriation Ordinance (COUNCIL DISTRICT 7)

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt the attached Appropriation Ordinance increasing estimated receipts and appropriations in the Water and Sewer Capital Fund in the amount of \$2,827,023.00; and
2. Authorize execution of a contract with R&D Burns Brothers, Inc., in the amount of \$2,421,295.00 for Lake Worth Water and Sanitary Sewer Improvements, Part 1 and provide for project costs and contingencies (City Project No. 100962).

DISCUSSION:

On September 27, 2016 (M&C L-15954), the City Council authorized the settlement of an annexation lawsuit with the Town of Lakeside. One of the outcomes of this lawsuit was the Town of Lakeside agreed to release specified areas of its water Certificate of Convenience and Necessity (CCN) to Fort Worth to allow Fort Worth to be the water provider to its residents located inside the Fort Worth city limits. A CCN application has been submitted to the Public Utilities Commission to request this transfer, and the transfer is expected to take place prior to completion of this project.

On August 29, 2017 (M&C C-28352), the City Council authorized an engineering agreement with Burgess & Nipple, Inc., for Lake Worth Water and Sanitary Sewer improvements within the CCN and its immediate vicinity.

This Project, Part 1, provides for the installation of water and/or sanitary sewer mains on the following streets and easements to serve Fort Worth residents:

Street	From	To	Scope of Work
Peninsula Club Circle	Watercress Drive	Watercress Drive	Water
Sunrise Point Court	Peninsula Club Circle	Dead-End	Water
North Lake Drive	Watercress Drive	Watercress Drive	Water
Island View Drive	Watercress Drive	Watercress Drive	Water

Lupine Circle East	Ella Young Drive	Westerly 100 feet then Southerly 350 feet	Water
Lupine Court	Midland Drive	Cul-de-sac	Water
Lupine Circle	Midland Drive	Cul-de-sac	Water
Ella Young Drive	Watercress Drive	Midland Drive	Water/Sewer
Jarvis Way	Ella Young Drive	Cul-de-sac	Water/Sewer
Surfside Drive	Sommerville Place Road	400 feet South	Sewer
Sommerville Place Road	Surfside Drive	Ella Young	Water/Sewer
Midland Drive	Ella Young Drive	Lupine Circle East	Water/Sewer
Easement east of the Watercress Drive/Island View Drive Intersection	Watercress Drive	Northerly 900 feet	Water

A total of 91 customers will be connected to the Fort Worth water system as part of this project, including 31 customer that will be connected to a previously installed water main located on Watercress Drive.

The project was advertised for bid on June 28, 2018 and July 2, 2018 in the Fort Worth Star-Telegram. On July 19, 2018, the following bids were received:

Bidder	Amount	Time of Completion
R & D Burns Brothers, Inc.	\$2,421,295.00	270 Calendar Days
Ark Contracting Services, LLC	\$2,751,860.00	
Jackson Construction, Ltd.	\$2,886,849.00	
Woody Contractors, Inc.	\$3,423,415.50	
William J. Schultz, Inc. dba Circle C Construction Company	\$4,392,861.00	
Fort Worth Civil Constructors, LLC	\$4,395,971.30	

In addition to the contract amount, \$284,662.00 (water: \$170,936.00; sewer: \$113,726.00) is required for project management, material testing and inspection and \$121,065.00 (water: \$72,699.00; sewer: \$48,366.00) is provided for project contingencies for a total project amount of \$2,827,023.00.

This project will have no impact on the Water Department's annual operating budget when completed.

Construction of Part 1 will commence in October 2018 and be completed by July 2019. The design of the remaining project area will be completed by January 2019, with construction starting in July 2019 and be completed by September 2020.

M/WBE OFFICE: R&D Burns Brothers, Inc., is in compliance with the City's BDE Ordinance by committing to six percent MBE participation and documenting good faith effort. R&D Burns Brothers, Inc., identified several subcontracting opportunities. However, the firms contacted in the areas

identified did not respond or did not submit the lowest bids. The City's MBE goal on this project is 25 percent.

The project is located in COUNCIL DISTRICT 7.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendations and adoption of the attached appropriation ordinance, funds will be available in the current capital budget, as appropriated, of the Water and Sewer Capital Fund. The Fiscal Year 2018 Water Operating Fund Budget includes appropriations of \$29,069,236.00 for the purpose of providing Pay-As-You-Go funding for Water Capital Projects. After this transfer for Fiscal Year 2018, the balance will be \$3,314,051.00. The Fiscal Year 2018 Water Operating Budget includes appropriations of \$29,022,689.00 for the purpose of providing Pay-As-You-Go funding for Sewer Capital Projects. After this transfer for Fiscal Year 2018, the balance will be \$386,722.00.

Appropriations for the Lake Worth Water and Sanitary Sewer Improvements project:

FUND	Current Appropriations	Proposed Appropriations	Project Total*
Water and Sewer Capital Fund 56002	\$707,648.00	\$2,827,023.00	\$3,534,671.00
Project Total	\$707,648.00	\$2,827,023.00	\$3,534,671.00

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by: Jay Chapa (5804)

Originating Department Head: Chris Harder (5020)

Additional Information Contact: Walter Norwood (5026)

ATTACHMENTS

- [60LWWSSP1 RDBBROTHERS 1295 Form.pdf](#)
- [60LWWSSP1 RDBBROTHERS Map01.pdf](#)
- [60LWWSSP1 RDBBROTHERS Map02.pdf](#)
- [60LWWSSP1 RDBBROTHERS Map03.pdf](#)
- [60LWWSSP1-RDBBROTHERS AO - FY2018r.docx](#)



THE CITY OF FORT WORTH, TEXAS WATER DEPARTMENT WATER AND SANITARY SEWER REPLACEMENT CONTRACT 2019 WSM-G CITY PROJECT NO. 102303

ROADRUNNER RD.
TEXAS 199 TO TEXAS 199

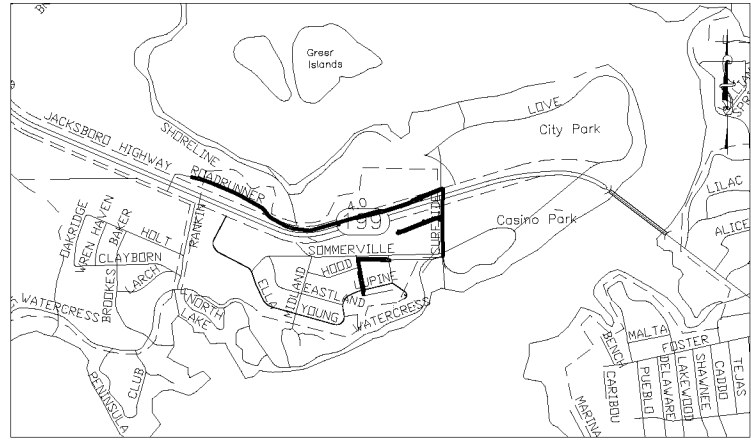
TX-199 N. FRONTAGE
ROADRUNNER RD. TO SURFSIDE DR.

TX-199 S. FRONTAGE
SURFSIDE DR. TO STA. 6+50

SURFSIDE DR.
TEXAS 199 TO WATERCRESS DR.

TYLER PLACE
ELLA YOUNG DR. TO SOMMERVILLE PL. RD.

SOMMERVILLE PL. RD.
ELLA YOUNG DR. TO TYLER PL.



LOCATION MAP
N.T.S.

MATTIE PARKER
MAYOR

DAVID COOKE
CITY MANAGER

MICHAEL OWEN, P.E.
CITY ENGINEER
TRANSPORTATION AND PUBLIC WORKS

CHRISTOPHER P. HARDER, P.E.
DIRECTOR, WATER DEPARTMENT

MICHAEL OWEN, P.E. DATE: _____
CITY ENGINEER, TRANSPORTATION AND PUBLIC WORKS

RECOMMENDED: DATE: _____
TONY SHOLOLA, P.E.
ASSISTANT DIRECTOR, WATER DEPARTMENT

REVIEWED:
WALTER NORWOOD, P.E.
PROJECT MANAGER, WATER DEPARTMENT

WATER DEPARTMENT

2021

WATER PROJECT NO. 56002-0600430-102303-001730
SEWER PROJECT NO. 56002-0700430-102303-001730
CITY PROJECT NO. 102303

90% SUBMITTAL
FINAL DESIGN - FOR REVIEW ONLY
These documents are for Design Review
and not intended for Construction, Bidding
or Permit Purposes. They were prepared
by, or under the supervision of:
Wilson D. Wendland
P.E. # 67858 Date: 7/22/2021

BURGESS & NIPLE INC.
3950 FOSSIL CREEK BLVD., SUITE 210
FORT WORTH, TEXAS 76137
PHONE: (817) 306-1444
PELS FIRM REGISTRATION NO. 10834

**Attachment for
Part E, Question 18**



Water Department

Date	Violation No.	Notice of Violation Description	Corrective Action
4/4/2018	Violation No. 2018-0404	Failure to submit the City of Fort Worth Water Hauler required annual chemical analysis results report for nitrate and nitrite.	"Rescinded" The Notice of Violation has been rescinded by the TCEQ. The City of Fort Worth Water Hauler has not commenced service. Therefore, the annual chemical analysis results report submittal is not required at this time.
12/3/2019	Investigation No. 1604232	Failure to display an ownership sign at the McCart Pump Station and Sun Country Elevated Storage Tank. Failure to provide adequate containment facilities for the bulk chemical storage tanks holding ferric sulfate at the North Holly Water Treatment Plant (WTP).	On October 28, 2019, the City of Fort Worth Water Department submitted photographs of the ownership signs posted at the McCart Pump Station and Sun Country Elevated Storage Tank. Based on the documentation, the violation was resolved. On October 28, 2019, the City of Fort Worth Water Department submitted a response to the violation which included photographs of the improvements made to the ferric bulk storage area. A containment wall had been constructed to ensure any spilled material flows to the containment vault. Based on the documentation, the violation was resolved.

**Attachment for
Part F, Question 26A**

TARRANT COUNTY REGIONAL WATER SUPPLY FACILITIES
AMENDATORY CONTRACT

THE STATE OF TEXAS : CITY SECRETARY
COUNTY OF TARRANT : CONTRACT No. 12720

THIS AMENDATORY CONTRACT (the "Contract") made and entered into as of the 1st day of September, 1982 (the "Contract Date"), by and among TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE (the "District"), a water control and improvement district (and a conservation and reclamation district) and political subdivision of the State of Texas, created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to the general laws of the State of Texas, including Chapter 51, Texas Water Code, and which is authorized to issue bonds under the provisions of Chapter 268, Acts of the 55th Legislature, Regular Session, 1957, as amended (collectively the "District Act"), and the following:

CITY OF FORT WORTH, IN TARRANT COUNTY, TEXAS,
CITY OF ARLINGTON, IN TARRANT COUNTY, TEXAS,
CITY OF MANSFIELD, IN TARRANT AND JOHNSON COUNTIES,
TEXAS, and TRINITY RIVER AUTHORITY OF TEXAS

(collectively the "Initial Contracting Parties").

W I T N E S S E T H

WHEREAS, the Cities of Fort Worth, Arlington, and Mansfield are duly created cities and political subdivisions of the State of Texas operating under the Constitution and laws of the State of Texas, including their respective Home Rule Charters; and

WHEREAS, Trinity River Authority of Texas is an agency and political subdivision of the State of Texas, being a conservation and reclamation district created and operating under Chapter 568, Acts of the 54th Legislature, Regular Session, 1955, as amended (the "Authority Act"), pursuant to Article 16, Section 59, of the Texas Constitution; and

WHEREAS, the District and the Initial Contracting Parties are authorized to enter into this Contract pursuant to the District Act, Vernon's Ann. Tex. Civ. St. Article 4413(32c) (the "Interlocal Cooperation Act"), the Authority Act, and other applicable laws; and

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TEX.

WHEREAS, the District presently owns and operates surface raw water supply facilities which consist primarily of Eagle Mountain Dam and Reservoir and Bridgeport Dam and Reservoir, on the West Fork of the Trinity River, and Cedar Creek Dam and Reservoir on Cedar Creek in Henderson and Kaufman Counties (the "Existing System"); and

WHEREAS, the District duly issued the following described bonds which were issued to acquire and construct, or to refund bonds issued to acquire and construct, the Cedar Creek Dam and Reservoir and related facilities:

Tarrant County Water Control and Improvement District Number One Combined Water Revenue and Unlimited Tax Refunding Bonds, Series 1977, dated December 1, 1977, now outstanding in the aggregate principal amount of \$44,205,000 (the "Series 1977 Bonds"), and

Tarrant County Water Control and Improvement District Number One Water Revenue Bonds, Series 1979, dated March 1, 1979, in the original principal amount of \$7,750,000 (the "Series 1979 Bonds"), all of which Series 1979 Bonds were refunded by part of the Series 1979-A Bonds hereinafter described; and

WHEREAS, the District presently supplies and sells raw water from the Existing System to the Initial Contracting Parties under various contracts now in effect; and it is acknowledged and agreed that the Existing System is inadequate to provide known future raw water requirements, thus making contracts similar to this Contract necessary to enable the District to acquire and construct additional raw water supply facilities and make it possible for the District to supply such requirements; and

WHEREAS, the existing water supply contracts with the Initial Contracting Parties recognize that the District has assumed the responsibility for providing additional water supply sources as needed by the Initial Contracting Parties, subject to suitable feasibility and financing, and that the payments to be made by the Initial Contracting Parties would be increased in amounts sufficient to pay such parties' pro rata share of the necessary costs of such additional sources; and

WHEREAS the District proposes to acquire, construct, and complete additional surface raw water supply facilities, including a dam and reservoir on Richland and Chambers Creeks

in Navarro and Freestone Counties and an adjacent dam and reservoir on Tehaucana Creek in Freestone County, and all related pipelines, pumps, and other facilities to enable the District to supply raw water from such sources to Contracting Parties and to others (the "Project"); and

WHEREAS, the Project is described in a report of Freese and Nichols, Inc., Consulting Engineers, Fort Worth, Texas, entitled "Tarrant County Water Control and Improvement District Number One Report on Sources of Additional Water Supply, March, 1979"; and

WHEREAS, such report, including all amendments and supplements thereto made prior to the execution of acquisition and construction contracts for the Project and as changed by change orders entered after acquisition and construction contracts for the Project have been executed, is hereinafter called the "Engineering Report"; and

WHEREAS, the Existing Facilities and the Project hereinafter are referred to collectively as the "System"; and

WHEREAS, the District duly entered into a "Tarrant County Regional Water Supply Facilities Contract", dated as of August 29, 1979, with the Cities of Fort Worth and Mansfield (the "Base Contract"), which Base Contract is hereby adopted by reference with the same effect as if set forth in its entirety in this Contract; and

WHEREAS, pursuant to the Base Contract, and in connection with the Project and the refunding of the Series 1979 Bonds, on October 10, 1979, the District duly issued and presently has outstanding the following described bonds:

Tarrant County Water Control and Improvement District Number One Water Revenue Bonds, Series 1979-A, dated October 1, 1979, now outstanding in the principal amount of \$342,750,000 (the "Series 1979-A Bonds"); and

WHEREAS, the Base Contract provides that the District is authorized to enter into similar contracts with additional contracting parties, prescribed the procedures therefor, and specifically recognized that Trinity River Authority of Texas and the City of Arlington were expected to become such

additional contracting parties and execute contracts similar to the Base Contract; and

WHEREAS, the District and Trinity River Authority of Texas duly executed a "Tarrant County Regional Water Supply Facilities Supplemental Contract for Trinity River Authority of Texas", dated as of December 12, 1979 (the "Trinity River Authority Contract") which was similar to the Base Contract and complied with all requirements prescribed thereby, which Trinity River Authority Contract is hereby adopted by reference with the same effect as if set forth in its entirety in this Contract; and

WHEREAS, on or about July 13, 1971, the District and the City of Arlington executed a water supply contract (the "Arlington Contract"), which Arlington Contract is hereby adopted by reference with the same effect as if set forth in its entirety in this Contract; and

WHEREAS, the District and the City of Arlington now wish to enter into a contract similar to the Base Contract and the Trinity River Authority Contract, but due to the expiration of certain time limits set in such contracts for the City of Arlington to execute a similar contract so as to be on a parity with the Cities of Fort Worth and Mansfield and Trinity River Authority of Texas with respect to priority of water supply rights, it is necessary to obtain the approval of the Cities of Fort Worth and Mansfield and Trinity River Authority of Texas to enable the City of Arlington to have the status of an Initial Contracting Party under the Base Contract on a parity with the others; and

WHEREAS, it is deemed necessary and advisable by the parties hereto to make certain modifications and amendments to the Base Contract and the Trinity River Authority Contract with respect to billing procedures and other matters, and to modify and amend the Arlington Contract to set forth additional rights, duties, and obligations of the City of Arlington with respect to the System and the Bonds; and it is deemed convenient and advisable by the parties hereto that all of the

aforesaid existing water supply contracts between the parties hereto be modified and amended so that the entire relationship between the District and all of the Initial Contracting Parties with respect to the System and the Bonds will be set forth in this Contract; and

WHEREAS, it is specifically represented, certified, and covenanted by the parties hereto that none of the modifications or amendments to the Base Contract, the Trinity River Authority Contract, or the Arlington Contract which will occur as a result of entering into this Contract will in any way have an adverse effect on the operation of the System or the rights of the owners of the Bonds; and that this Contract will provide additional security for the owners of the Bonds by obligating the City of Arlington to make unconditional and specific additional payments with respect to the System and the Bonds; and

WHEREAS, the provisions of this Contract are in substance essentially the same as the provisions of the Base Contract and the Trinity River Authority Contract, and basically restate and follow the form and substance thereof except for adding the City of Arlington as an Initial Contracting Party, for certain updating, and for establishing certain billing procedures and adjustments between the parties with respect to the use of and payments with respect to certain water from the System, which billing procedures and adjustments are solely between the Initial Contracting Parties and do not affect the unconditional obligations of such parties with respect to the System and the Bonds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District agrees to use its best efforts to acquire, construct, and complete the Project in general accordance with the Engineering Report, and to supply raw water to the Contracting Parties and others from the System (which includes the Existing System and the Project), upon and subject to the terms and conditions hereinafter set forth; and subject to the provisions of Section 8(d) hereof, the District and the Initial Contracting Parties agree that the Base

Contract, the Trinity River Authority Contract, and the Arlington Contract are hereby modified, amended, combined, and consolidated so as henceforth to be in their entirety and for all purposes, as follows, to-wit:

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

A. "Additional Contracting Party" means any party not defined as one of the Initial Contracting Parties with which the District makes a contract similar to this Contract for supplying raw water from the System, provided that after execution of any such contract such party shall become one of the Contracting Parties for all purposes of this Contract, unless otherwise provided herein.

B. "Adjusted Annual Payment" means the Annual Payment, as adjusted during or after each Annual Payment Period, as provided by this Contract.

C. "Advisory Committee" means the committee to be created to consult with and advise the District with respect to the System as provided in Section 10 of this Contract.

D. "Annual Payment" means the amount of money to be paid to the District by each of the Contracting Parties during each Annual Payment Period as its proportionate share of the Annual Requirement.

E. "Annual Payment Period" means the period beginning on October 1 of each calendar year and ending on the last day of September of the next calendar year; provided, however, that the first Annual Payment Period under this Contract shall be the period of March 1, 1980, through February 28, 1981, and the second Annual Payment Period under this Contract shall be March 1, 1981, through September 30, 1981, and all payments heretofore made by all Initial Contracting Parties, including the City of Arlington, shall be revised and adjusted as if this Contract had been in effect as of March 1, 1980, subject to the provisions of Section 4C(b) hereof.

F. "Annual Requirement" means the total amount of money required for District to pay all Operation and Maintenance Expenses of the System, to pay the debt service on its Bonds, to pay or restore any amounts required to be deposited in any special or reserve funds required to be established and/or maintained by the provisions of the Bond Resolutions.

G. "Bond Resolution" means any resolution of the District which authorizes any Bonds.

H. "Bonds" means the Series 1977 Bonds, the Series 1979-A Bonds, and all bonds hereafter issued by the District, whether in one or more series or issues, and the interest coupons appertaining thereto, to acquire, construct, complete, improve, or extend the Project, and/or to improve or extend the Existing System, and any bonds issued to refund any Bonds or to refund any such refunding bonds.

I. "Contracting Parties" means the "Initial Contracting Parties", as defined in the first paragraph of this Contract, together with any other party or parties which hereafter becomes one of the Contracting Parties by becoming an Additional Contracting Party.

J. "Contracting Party" means any one of the Contracting Parties.

K. "District" means the "District" as defined in the preamble to this Contract.

L. "Engineering Report" means the "Engineering Report" as defined in the preamble to this Contract.

M. "Existing System" means the "Existing System" as defined in the preamble to this Contract.

N. "MGD" is an abbreviation for "million gallons of water per day" and means a quantity of water during a period of time expressed for convenience in terms of an average annual daily quantity during an Annual Payment Period. The value of two MGD, for example, is calculated as follows: two million gallons multiplied by the number of days in an Annual Payment Period.

O. "Operation and Maintenance Expenses" means all costs and expenses of operation and maintenance of the System, including (for greater certainty but without limiting the generality of the foregoing) repairs and replacements for which no special fund is created in the Bond Resolutions, operating personnel, the cost of utilities, the amounts required to pay the U.S. Army Corps of Engineers for water storage rights in Benbrook Reservoir used by Fort Worth as permitted by Section 3A(a) and 4C(b) hereof, the costs of supervision, engineering, accounting, auditing, legal services, supplies, services, administration of the System, and equipment necessary for proper operation and maintenance of the System, and payments made by District in satisfaction of judgments resulting from claims not covered by District's insurance arising in connection with the operation and maintenance of the System. The term also includes the charges of the bank or banks where the Bonds are payable. The term does not include depreciation.

P. "Project" means the "Project" as defined in the preamble to this Contract, and as provided in the Engineering Report.

Q. "Series 1977 Bonds" means the "Series 1977 Bonds" as defined in the preamble to this Contract.

R. "Series 1979 Bonds" means the "Series 1979 Bonds" as defined in the preamble to this Contract.

S. "Series 1979-A Bonds" means the "Series 1979-A Bonds" as defined in the preamble to this Contract.

T. "System" means collectively the Existing System and the Project; and the term System now means and includes and in the future shall mean and include only the water supply facilities of the District, and such term specifically does not mean or include and will not mean or include any flood control facilities or other non-water supply facilities of the District.

Section 2. CONSULTING ENGINEERS; CONSTRUCTION OF PROJECT.
The District and the Contracting Parties agree that Freese and Nichols, Inc. shall be the Consulting Engineers for the

Project, provided that the Consulting Engineers may be changed at the option of the District. The District agrees to use its best efforts to acquire and construct the Project, and agrees that the Project will be acquired and constructed in general accordance with the Engineering Report. It is anticipated that such acquisition and construction will be in phases and that each phase will be financed by the District through the issuance of one or more series or issues of its Bonds; and the District agrees to use its best efforts to issue its Bonds for such purpose. The proceeds from the sale and delivery of the Bonds will be used for the payment of all of the District's expenses and costs in connection with the Project and the Bonds, including, without limitation, all financing, legal, printing, and other expenses and costs incurred in issuing its Bonds.

Section 3. QUANTITY, QUALITY, AND UNIT OF MEASUREMENT.

A. QUANTITY. (a) The District agrees to sell and to deliver to each Initial Contracting Party, respectively, at the applicable Point or Points of Delivery for each Initial Contracting Party, as provided in Section 9 hereof, or at any other Point or Points of Delivery as may be agreed upon between the District and any Contracting Party. However, it is covenanted and agreed that in the future each Contracting Party shall have the sole responsibility, at its own cost and expense, for providing any additional pipelines and other facilities required for transporting water from the System facilities to new or additional Points of Delivery. Each Contracting Party agrees to take at its Point or Points of Delivery, except as otherwise specifically provided in this Contract, all water required for use by such Contracting Party during the entire term of this Contract, for such Contracting Party's own use and for distribution to all customers served by such Contracting Party's distribution system, whether inside or outside its boundaries. It is specifically provided, however, that after the Contract Date, no Contracting Party shall enter into any agreement to supply any water for use outside the boundaries of

any city or other political subdivision which has entered into a written water supply contract which was in force and effect with such Contracting Party on February 28, 1980, unless each such agreement is made subject and subordinate in all respects to the water requirements of all of the Contracting Parties collectively under this Contract. For the purposes of this Section, the Cities of Lake Worth and Everman shall be deemed to have had such a contract with the City of Fort Worth in effect prior to February 28, 1980. No Contracting Party shall become a party to any contract for the sale of water which would violate or be inconsistent with the provisions of this Contract, and all such contracts shall recognize the priority of water use as provided in this Contract. It is the intention of the parties hereto that, except for the City of Mansfield's use of ground water produced from wells within its city limits as said city limits existed on the Contract Date, which it is hereby authorized to use without payment hereunder, and except for the City of Arlington's use of water from Lake Arlington and ground water produced from wells to which it is entitled, but for all of which it must pay in accordance with Section 4(C) of this Contract, and except for the City of Fort Worth's use of water from the Benbrook Reservoir on the Clear Fork of the Trinity River, Lake Worth on the West Fork of the Trinity River, and ground water produced from wells to which it is entitled, but for all of which it must pay in accordance with Section 4(C) of this Contract, the System shall be the sole and exclusive source of all raw water supply for each of the Contracting Parties; provided, however, that as to Trinity River Authority of Texas the aforesaid provisions shall apply only to its Tarrant County Water Project, which supplies treated water to the Cities of Bedford, Euless, Grapevine, North Richland Hills, Colleyville, and others. It is specifically recognized that the City of Fort Worth is located wholly within the boundaries of the District, but sells water to customers outside of the boundaries of the District. The District will use its best efforts to remain in position to furnish raw water sufficient for the reasonable demands of each Contracting

Party, but its obligation shall be limited to the amount of water available to it from the System. The District agrees to use its best efforts to issue its Bonds in amounts necessary to acquire, construct, maintain, improve, and extend the entire System, including the Project, so as to enable the District to furnish such water. However, in the event it becomes necessary to ration water from the System, the Initial Contracting Parties shall, within the limits permitted by law, have absolute priority to the use of all System water over all other Additional Contracting Parties which later become Contracting Parties; and all contracts with such later Contracting Parties shall recognize such priority and be made subordinate thereto. As between the Initial Contracting Parties, if water from the System must be rationed such rationing shall, within the limits permitted by law, be done by the District on the basis of the relative actual total amount of all water from the entire System taken by each such Contracting Party, respectively, during the last preceding Annual Payment Period in which rationing among said parties was not necessary.

(b) If the District is at any time during the term of this Contract unable to supply all the raw water requirements of the Contracting Parties for any reason, or if it should become apparent that the District will become unable to supply the Contracting Parties with their raw water requirements, and any Contracting Party determines that it is necessary to procure or use raw water from sources other than the District, then such Contracting Party shall give written notice to the District of its intention and desire to procure raw water from sources other than the District. Within thirty (30) days from the receipt by the District of such written notice, the District shall advise the Contracting Party in writing of whether it agrees that such Contracting Party should procure raw water from sources other than the District. In the event that the District agrees that it is necessary for such Contracting Party to procure raw water from other sources, such Contracting Party may proceed to procure such raw water from other sources at its

sole cost, and without any liability for damages accruing in favor of or against the District by reason thereof. If such Contracting Party procures water additional to that supplied by the District under this Contract, then such Contracting Party shall nevertheless continue to take from the District and pay for all raw water thereafter available to such Contracting Party from the District's System up to the full raw water requirements of such Contracting Party. If the District disagrees with such Contracting Party's written notice concerning the adequacy of the supply of raw water to be furnished by the District, then the District within said thirty-day period shall so advise such Contracting Party and the Advisory Committee, and thereafter the Advisory Committee shall make its recommendations to the parties within sixty (60) days after receipt of such notice. All Contracting Parties shall at all times have the right to secure water from any possible source in any emergency when the District is unable to deliver water from the System because of any "Force Majeure" as defined in this Contract.

B. OTHER CONTRACTS. (a) The District reserves the right to supply water from the System to Additional Contracting Parties under contracts similar to this Contract, subject to the requirements concerning "minimums" and "premiums" as provided in Section 4C. hereof, and the priority of use of water as provided in Section 3A. hereof. Each contract with any Additional Contracting Party shall comply with the requirements of this Contract, shall substantially restate the essential provisions of this Contract, and shall be structured to be similar hereto to the fullest extent applicable and practicable, with such additions or changes as are necessary to meet the actual circumstances, with the effect that each Additional Contracting Party will adopt the provisions of this Contract, as supplemented and necessarily changed by its contract. However, after the date of this Contract the District shall not obligate itself to deliver raw water from the System to any future Additional Contracting Party if such obligation would

jeopardize the District's ability to meet its obligation to deliver the amounts of water from the System required by prior Contracting Parties as provided in this Contract; and any such contract with a future Additional Contracting Party shall recognize, and be made subordinate to, the prior rights to water from the System of the Initial Contracting Parties.

(b) It is recognized and agreed that the District now has System raw water supply contracts which will remain in full force and effect, in accordance with their terms and provisions, with the parties listed as follows:

CUSTOMER & SOURCE

LAKE BRIDGE PORT

Wise County Water Supply Dist.
Texas Industries
City of Bridgeport
Lake Bridgeport Properties

EAGLE MOUNTAIN

Tarrant Utility Co.
Community Water Supply Corp.
City of Azle
City of River Oaks
City of Springtown
Tarrant County M.U.D. #1
Texas Electric Service Co.

CEDAR CREEK LAKE

Ellis Water Co.
City of Mabank
City of Trinidad
Cedar Creek Country Club
SW Water Service, Inc. (Beachwood Estates)
Tamarak (Cross/Tam Venture)
City of Kemp
Community Water Co. (Tool Plant)
Community Water Co. (Woodcanyon Plant)
Community Water Co. (Southwood Plant)
Community Water Co. (Eastwood Plant)
Community Water Co. (Cedarcrest Plant)
Engel Utility Co.
C-T Water Supply Co. (Carolynn Estates)
Johnson Engineering Co. (Country Club)
C-T Water Supply Co. (Deep Water Plant)
C-T Water Supply Co. (Oak Shores)
Southwest Water Service, Inc.
Texas Electric Service Co.
West Cedar Creek Municipal Utility District

The District shall enforce the aforesaid existing raw water supply contracts and charge the maximum rates, including interest for late payment, permitted thereunder during the terms thereof. Upon the expiration of each such contract with any party the District thereafter may sell water to such party

only on the basis that it is a new customer with respect to System water.

It is further recognized and agreed that in the future the District may sell raw water from the System to parties which are not Additional Contracting Parties, provided that all such future sales of raw water from the System to parties which are not Additional Contracting Parties shall in all respects be subordinate to the prior rights of the Contracting Parties to raw water from the System, and all such sales and contracts relating thereto shall recognize, and be made subordinate to, such prior rights.

C. QUALITY. The water to be delivered by the District and received by each Contracting Party shall be raw, untreated water from the System. Each Contracting Party has satisfied itself that such water will be suitable for its needs. The District and the Contracting Parties shall cooperate, each within its legal powers, in preventing all possible pollution and contamination of the reservoirs and watersheds from which System water is obtained. To the extent practical the District shall operate the Cedar Creek and Project components of the System so as to provide approximately equal chemical raw water quality from such sources to each Contracting Party.

D. UNIT OF MEASUREMENT. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

Section 4. FISCAL PROVISIONS.

A. FINANCING THE SYSTEM. Subject to the terms and provisions of this Contract, the District will provide and pay for the cost of the acquisition and construction of the Project and all System facilities, by using its best efforts to issue its Bonds in amounts which will be sufficient to accomplish such purposes, and the District will own and operate the System.

B. ANNUAL REQUIREMENT. It is acknowledged and agreed that payments to be made under this Contract and similar con-

tracts with Additional Contracting Parties will be the primary source available to the District to provide the Annual Requirement, and that, in compliance with the District's statutory duty to fix and from time to time revise the rates of compensation or charges for water sold and services rendered and made available by the District, the Annual Requirement will change from time to time, and that each such Annual Requirement shall be allocated among the Contracting Parties as hereinafter provided, and that the Annual Requirement for each Annual Payment Period shall at all times be not less than an amount sufficient to pay or provide for the payment of:

- (a) An "Operation and Maintenance Component" equal to the amount paid or payable for all Operation and Maintenance Expenses of the System; and
- (b) A "Bond Service Component" equal to:
 - (1) the principal of, redemption premium, if any, and interest on, its Bonds, as such principal, redemption premium, if any, and interest become due, less interest to be paid out of Bond proceeds or from other sources if permitted by any Bond Resolution, and all amounts required to redeem any Bonds prior to maturity when and as provided in any Bond Resolution; and
 - (2) the proportionate amount of any special or reserve funds required to be accumulated and maintained by the provisions of any Bond Resolution; and
 - (3) any amount in addition thereto sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of any Bond Resolution.

C. PAYMENTS FOR SERVICES. (a) For the water supply to be provided to the Contracting Parties under this Contract, each of the Contracting Parties agrees to pay, at the time and

in the manner hereinafter provided, its proportionate share of the Annual Requirement, which shall be determined as hereafter described and shall constitute a Contracting Party's Annual Payment. Each of the Contracting Parties shall pay its part of the Annual Requirement for each Annual Payment Period directly to the District, in approximately equal monthly installments to the extent that equal installments are practicable, on or before the 10th day of each month.

(b) For each Annual Payment Period each Contracting Party's proportionate share of the Annual Requirement shall be the amount calculated by estimating each Contracting Party's total annual water use during such period (and, for Fort Worth, the estimated portion of such total usage that will be attributable to its sale of water to its customers outside the boundaries of the District), all as determined by the District in consultation with each of the Contracting Parties, and by multiplying the number of thousands of gallons so estimated to be used by each Contracting Party times the sum of the rate of x and the applicable premium per thousand gallons, with x and the applicable premium per thousand gallons to be calculated for such Contracting Party in accordance with paragraph (d), below. Fort Worth's use of Benbrook Reservoir water, Lake Worth water, and ground water produced from wells and Arlington's use of all Lake Arlington water and ground water produced from wells shall be included and deemed to be the use of System water for all purposes of this Contract, but Mansfield's use of ground water produced from wells within its city limits as said city limits existed on the Contract Date shall be excluded and shall not be paid for. All such payments for each Annual Payment Period shall be made in accordance with a schedule of payments for the appropriate Annual Payment Period which will be supplied to each of the Contracting Parties by the District. At the close of each Annual Payment Period the District shall determine the actual measured number of thousands of gallons of raw water taken by each Contracting Party during said period; and each Contracting Party's Adjusted

Annual Payment shall be the amount calculated by multiplying the number of thousands of gallons so taken by such Contracting Party times the sum of the rate of x and the applicable premium per thousand gallons, with x and the applicable premium to be calculated in accordance with paragraph (d), below. The difference between each estimated Annual Payment pursuant to which each Contracting Party has made payments and the actual Annual Payment, if any, when determined, shall be applied as a credit or a debit to each Contracting Party's account with the District and shall be credited or debited in one-twelfth increments to each Contracting Party's next twelve monthly payments, or as otherwise agreed between the District and the affected Contracting Party, provided that all such credits and debits shall be made in a timely manner within the next Annual Payment Period. It is recognized, however, that the Contract Date is within the third Annual Payment Period, and that the payments which would have been due prior to the Contract Date must be adjusted among the Initial Contracting Parties as if it had been in full force in effect on March 1, 1980. Therefore, notwithstanding the other provisions of this Contract, any adjusted amounts due by any Initial Contracting Party with respect to the first two Annual Payment Periods, and for that part of the third Annual Payment Period to the Contract Date, shall be paid, in addition to the monthly payments required for the remainder of the third Annual Payment Period and each Annual Payment Period thereafter, in approximately equal monthly installments over the five year period following the Contract Date, and any party to this Contract entitled to a credit because of such adjustments shall be credited in approximately equal monthly installments during such five-year period.

(c) Notwithstanding the provisions of paragraph (b), above, and as an exception thereto, it is agreed that if, during any Annual Payment Period, any Contracting Party, for any reason whatsoever, actually takes or uses less than the minimum amount prescribed for it as hereinafter provided in this paragraph (c), such Contracting Party nevertheless shall

pay its share of each Annual Requirement as if it had actually taken and used such minimum amount; provided that if any such party takes and uses an amount equal to or in excess of such minimum amount, its share of each Annual Requirement shall be calculated on the basis of estimated and actual use as provided in paragraph (b), above. All contracts with Additional Contracting Parties shall provide for equitable minimums similar to those provided for below. Such minimums shall be fixed in amounts at least sufficient, as determined by the District, to assure an initial annual payment by such Additional Contracting Party for not less than the amount of its estimated use of raw water during the first year of service under such contract. All such contracts further shall provide for an equitable premium or surcharge to be paid by each Additional Contracting Party (using methodology similar to that expressed in paragraph (d), below, to the extent applicable and practical) so as to cause equitable treatment of all Contracting Parties to the end that each Additional Contracting Party will pay a fair share of previous capital expenditures with respect to the System as it then exists, including a fair share of the Bond Service Component previously paid by the Contracting Parties, all as determined by the District. For the purpose of calculating the minimum amount of each Annual Requirement for which each Contracting Party is unconditionally liable, without offset or counterclaim (also see Section 7), each Contracting Party, during each Annual Payment Period, shall be deemed to have taken and used the minimum annual average daily amount of System water (regardless of whether or not such amount is or was actually taken or used) specified for such Contracting Party above and as follows:

- (1) for each of the Initial Contracting Parties,
as an initial minimum amount during each of the
Annual Payment Periods within the period commencing March 1, 1980, and ending September 30, 1984:

City of Fort Worth: 43.28 MGD

City of Arlington: 30.00 MGD

City of Mansfield: 1.3 MGD

Trinity River Author-

ity of Texas: 5.5 MGD; and

- (2) during the Annual Payment Period commencing October 1, 1984, and during each Annual Payment Period thereafter, an amount for each Contracting Party, expressed in MGD, equal to the greater of: (i) the initial minimum amount fixed for such Contracting Party (being for each of the Initial Contracting Parties the amount fixed for it in clause (1), above), or (ii) the average annual MGD actually taken from the System by such Contracting Party during the period of the immediately preceding five consecutive Annual Payment Periods; provided, however, that for the purposes of this clause (ii) all System water up to (but not in excess of) 61.6 MGD taken by Fort Worth for sale to its out-of-District customers during each Annual Payment Period shall be deducted from the amount actually taken by Fort Worth during such Annual Payment Period and shall be disregarded in calculating the average annual MGD taken from the System by Fort Worth under this clause (ii).

The Operation and Maintenance Component and the Bond Service Component of each Annual Requirement shall be calculated on the basis of estimated and actual use, as provided in paragraph (b), above, except for, and subject to, the foregoing minimums, which shall be applicable as provided herein.

(d) Each Contracting Party's share of each Annual Requirement shall be calculated as provided in paragraphs (a), (b), and (c), above. The applicable rate of x cents per thousand gallons of raw water shall be calculated as provided in this paragraph (d), which rate includes certain premiums prescribed below, for each Initial Contracting Party. In

calculating the rate of x cents per thousand gallons, the term x shall be determined by the following formula:

$$F_i(x) + F_o(x + P_{fo}) + A(x + P_a) + T(x + P_t) + M(x + P_m) + C(x + P_c) = E - R$$

Where:

- F_i = Fort Worth's total water taken for use within the District expressed in thousands of gallons
- F_o = Fort Worth's total water taken for sale to its out-of-District customers expressed in thousands of gallons
- A = Arlington's total usage of water expressed in thousands of gallons
- T = Trinity River Authority's total usage of water expressed in thousands of gallons
- M = Mansfield's total usage of water (other than ground water produced from wells within its city limits) expressed in thousands of gallons
- C = Total usage of water by each Additional Contracting Party expressed in thousands of gallons (there may be more than one $C(x + P_c)$ terms in the equation depending upon the number of Additional Contracting Parties)
- P_{fo} = Premium per 1000 gallons applicable to water taken by the City of Fort Worth for sale outside of the District as specified below
- P_a = Premium per 1000 gallons applicable to City of Arlington as specified below
- P_t = Premium per 1000 gallons applicable to the Trinity River Authority as specified below
- P_m = Premium per 1000 gallons applicable to the City of Mansfield as specified below
- P_c = Premium per 1000 gallons applicable to each Additional Contracting Party as specified below
- E = Annual Requirement
- R = All revenues of the System excluding (i) revenues derived by the District from the Contracting Parties, (ii) revenues derived by the District from the production of oil, gas, and other minerals owned by the District, and the revenues derived from the granting, sale, or lease of the right to explore for and produce same, and (iii) the royalties, rentals, license fees, and other income (other than from water sales) derived by the District from (a) lands and assets owned by the District as flood control facilities and (b) property of the District at Eagle Mountain Dam and Reservoir and Bridgeport Dam and Reservoir on the West Fork of the Trinity River.

The premiums referred to in the preceding portion of this paragraph (d) shall be, respectively, as follows:

(i) For the City of Arlington, 7.00 cents per thousand gallons for the period March 1, 1980 - February 28, 1981; 6.825 cents per thousand gallons for the period March 1, 1981 - September 30, 1981; 6.65 cents per thousand gallons for the period October 1, 1981 - September 30, 1982, and shall be reduced for each successive twelve-month period by an additional 0.175 cents per thousand gallons.

(ii) For Trinity River Authority and the City of Mansfield, and for raw water taken by Fort Worth and sold to its out-of-District customers, 12.00 cents per thousand gallons for the period March 1, 1980 - February 28, 1981; 11.70 cents per thousand gallons for the period March 1, 1981 - September 30, 1981; 11.40 cents per thousand gallons for the period October 1, 1981 - September 30, 1982, and shall be reduced for each successive twelve-month period by an additional 0.30 cents per thousand gallons. Fort Worth shall keep records, which shall be available for inspection during all reasonable business hours to the District and each Contracting Party, showing its sales of water to its out-of-District customers.

After each Initial Contracting Party's premium specified above shall have been reduced to zero by the application of the reductions as so provided, each Initial Contracting Party shall make the foregoing payments due under this Contract calculated with a premium of zero.

(e) It is further specifically provided, however, notwithstanding the foregoing provisions of this Contract, that during each Annual Payment Period from October 1, 1982, through September 30, 1995, each Contracting Party's share of each Annual Requirement shall be further adjusted as follows: the District shall make a surcharge per thousand gallons for raw water taken by the City of Arlington, Trinity River Authority, the City of Mansfield, any Additional Contracting Parties, and for raw water taken by the City of Fort Worth and sold to its out-of-District customers, with such surcharge to be equal to the number of cents which, when multiplied by the aggregate number of thousands of gallons of water so taken, will produce

the sum of \$282,000, and said sum shall be applied to the payment of each such Annual Requirement, and the amount which otherwise would be due from the City of Fort Worth under this Contract in payment of its share of each such Annual Requirement shall be reduced by said sum.

(f) It is specifically covenanted among the parties to this Contract that the payment of the premiums and surcharges set forth above will constitute an agreed method of adjusting the equities of the Initial Contracting Parties with respect to the Existing Facilities, and will result in placing such Initial Contracting Parties on a substantial parity in connection therewith.

(g) Each Contracting Party's share of the Annual Requirement shall be redetermined, after consultation with each of the Contracting Parties, at any time during any Annual Payment Period, to the extent deemed necessary or advisable by the District, if:

- (i) The District commences supplying System water to an Additional Contracting Party or Parties;
- (ii) Unusual, extraordinary, or unexpected expenditures for Operation and Maintenance Expenses are required which are not provided for in the District's Annual Budget for the System or in any Bond Resolution;
- (iii) Operation and Maintenance Expenses are substantially less than estimated;
- (iv) The District issues Bonds which require an increase in the Bond Service Component of the Annual Payment; or
- (v) The District receives either significantly more or significantly less revenues or other amounts than those anticipated.

(h) During each Annual Payment Period the revenues of the System described and defined as constituting "R" under the formula set forth in paragraph (d), above, shall be credited to, and be used for paying part of the Annual Requirement, with

the result that such credits shall reduce, to the extent of such credits, the amounts which otherwise would be payable by the Contracting Parties pursuant to the methods prescribed in paragraphs (b), (c), and (d), above. The District shall estimate all such credits which it expects to make during each Annual Payment Period in calculating each Annual Payment.

(i) As soon as practicable after the execution of this Contract, and on or before June 15 of each calendar year thereafter, the District shall furnish each Contracting Party with a tentative schedule of the aggregate monthly payments to be made by such party to the District for the ensuing Annual Payment Period. As soon as practicable after the date of this Contract, and on or before October 1 of each calendar year thereafter the District shall furnish each Contracting Party with a final estimated schedule of the monthly payments to be made by such party to the District for the ensuing Annual Payment Period, together with supporting budgetary or proposed budgetary data showing the basis for arriving at such schedule. Each Contracting Party hereby agrees that it will make such payments to the District on or before the 10th day of each month of such Annual Payment Period. If any Contracting Party at any time disputes the amount to be paid by it to the District, such complaining party shall nevertheless promptly make such payment or payments, but if it is subsequently determined by agreement or court decision that such disputed payments made by such complaining party should have been less, or more, the District shall promptly revise and reallocate the charges among all Contracting Parties in such manner that such complaining party will recover its overpayment or the District will recover the amount due it. All amounts due and owing to the District by each Contracting Party or due and owing to any Contracting Party by the District shall, if not paid when due, bear interest at the rate of ten (10) percent per annum from the date when due until paid. The District shall, to the extent permitted by law, suspend delivery of water from the System to any Contracting Party which remains delinquent in any payments

due hereunder for a period of sixty days, and shall not resume delivery of water while such Contracting Party is so delinquent. It is further provided and agreed that if any Contracting Party should remain delinquent in any payments due hereunder for a period of one hundred twenty days, and if such delinquency continues during any period thereafter, such Contracting Party's minimum amount of MGD as described in (c) above, shall be deemed to have been zero MGD during all periods of such delinquency, for the purpose of calculating and re-determining the percentage of each Annual Payment to be paid by the non-delinquent contracting Parties. However, the District shall pursue all legal remedies against any such delinquent Contracting Party to enforce and protect the rights of the District, the other Contracting Parties, and the holders of the Bonds, and such delinquent Contracting Party shall not be relieved of the liability to the District for the payment of all amounts which would have been due hereunder, in the absence of the next preceding sentence. It is understood that the foregoing provisions are for the benefit of the holders of the Bonds so as to insure that all of the Bond Service Component of each Annual Requirement will be paid by the non-delinquent Contracting Parties during each Annual Payment Period regardless of the delinquency of a Contracting Party. If any amount due and owing by any Contracting Party to the District is placed with an attorney for collection, such Contracting Party shall pay to the District all attorneys fees, in addition to all other payments provided for herein, including interest.

(j) If, during any Annual Payment Period, any Contracting Party's Annual Payment is redetermined as provided in (g), above, the District will promptly furnish such Contracting Party with an updated schedule of monthly payments reflecting such redetermination.

Section 5. SPECIAL PROVISIONS.

A. The District will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and

expense. By executing this Contract the Contracting Parties waive any and all claims, as against each other, to any preferential right or entitlement to the capacity or use of specific water sources of the District. The District recognizes its right and duty to operate the various facilities of the System in the most prudent and economical manner for the benefit of all the Contracting Parties.

B. The District agrees to carry fire, casualty, public liability, and other insurance on the System for purposes and in amounts which ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the District shall not be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the District's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute an Operation and Maintenance Expense of the System.

C. It is estimated that the Project will be placed in operation in 1990. It is expressly understood and agreed, however, that any obligations on the part of the District to acquire, construct, and complete the Project and to provide raw water from the Project to the Contracting Parties shall be (i) conditioned upon the District's ability to obtain all necessary permits, material, labor, and equipment, and upon the ability of the District to finance the cost of the Project through the actual sale of the District's Bonds and (ii) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction.

D. Title to all water supplied hereunder to each Contracting Party shall be in the District up to each Point of Delivery, at which point title shall pass to the receiving

Contracting Party. Each of the parties hereto hereby agrees to save and hold each other party hereto harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party.

E. The District shall never have the right to demand payment by any Contracting Party of any obligations assumed by it or imposed on it under and by virtue of this Contract from funds raised or to be raised by taxes, and the obligations under this Contract shall never be construed to be a debt of such kind as to require any of the Contracting Parties to levy and collect a tax to discharge such obligation.

F. Each of the Cities of Fort Worth, Arlington, and Mansfield, respectively, represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary "operating expenses" of its combined waterworks and sewer system, as defined in Vernon's Ann. Tex. Civ. St. Article 1113, and that all such payments will be made from the revenues of its combined waterworks and sewer System. The obligation of Trinity River Authority of Texas to make payments under this Contract shall constitute reasonable and necessary "operating expenses" of its Tarrant County Water Project, which supplies treated water to the Cities of Bedford, Euless, Grapevine, North Richland Hills, Colleyville, and others, and such payments shall be made from the revenues received by Trinity River Authority of Texas from said Tarrant County Water Project. Each of the Contracting Parties, respectively, represents and has determined that the water supply to be obtained from the System, including the Project, is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of water therefor, and, accordingly, all payments required by this Contract to be made by each Contracting Party shall constitute reasonable and necessary operating expenses of its respective system or systems as described above with the effect that the obligation to make

such payments from revenues of such system or systems shall have priority over any obligation to make any payments from such revenues, whether of principal, interest, or otherwise, with respect to all bonds heretofore or hereafter issued by such Contracting Party.

G. Each of the Contracting Parties agrees throughout the term of this Contract to continuously operate and maintain its combined waterworks and sewer system or water system, as the case may be, and to fix and collect such rates and charges for water and sewer services or water services to be supplied by its combined waterworks and sewer system or water system as aforesaid as will produce revenues in an amount equal to at least (i) all of its payments under this Contract and (ii) all other amounts as required by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding.

Section 6. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of each Contracting Party to make the payments required under Section 4C. of this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any Civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions,

breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and inability on the part of the District to deliver water hereunder for any reason, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 7. UNCONDITIONAL OBLIGATION TO MAKE PAYMENTS. Recognizing the fact that the Contracting Parties urgently require the facilities and services of the System, and that such facilities and services are essential and necessary for actual use and for standby purposes, and recognizing the fact that the District will use payments received from the Contracting Parties to pay and secure the Bonds, it is hereby agreed that each of the Contracting Parties shall be unconditionally obligated to pay, without offset or counterclaim, its proportionate share of each Annual Requirement, as provided and determined by this Contract (including the obligations for paying for "minimums" as described in Section 4C. hereof), regardless of whether or not the District actually acquires, constructs, or completes the Project or is actually delivering water from the System to any Contracting Party hereunder, or whether or not any Contracting Party actually receives or uses water from the System whether due to Force Majeure or otherwise, regardless of any other provisions of this or any other contract or agreement between any of the parties hereto. This covenant by the Contracting Parties shall be for the benefit of the holders of the Bonds.

Section 8. TERM OF CONTRACT; MODIFICATION; NOTICES; STATE OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS.

A. TERM OF CONTRACT. (a) This Contract shall be effective as of March 1, 1980, and this Contract shall continue in force and effect until all Bonds and all interest coupons appertaining thereto shall have been paid, and thereafter shall continue in force and effect during the entire useful life of the System. The requirement for making the Annual Payments as prescribed in Section 4 of this Contract shall commence on March 1, 1980.

(b) It is recognized that the District issued the Series 1979-A Bonds after the date of the Base Contract and before the first Annual Payment Period, but that no payments of principal of or interest on such Bonds were required prior to the first Annual Payment Period under the Base Contract.

(c) It is specifically agreed and understood that this Contract, as of its date, will supersede all of the contracts, agreements, and arrangements between each of the parties hereto with respect to the System and the water therefrom and the Bonds, and that this Contract, as of March 1, 1980, will completely amend and supersede all such contracts, agreements, and arrangements with respect to the System and the water therefrom and the Bonds, and will constitute the sole agreement between the parties hereto or any of them with respect to the System and the water therefrom and the Bonds; and all such previous contracts, agreements, and arrangements shall be void and shall be of no force or effect, except for liabilities accrued thereunder prior to March 1, 1980, and except as provided in subsection (d), below. Notwithstanding and regardless of the foregoing provisions of this subsection (c) it is specifically agreed and understood that all rights of the District and of each of the Initial Contracting Parties which existed and accrued under any contract or agreement described in this Contract shall continue to exist, be preserved, and be fully enforceable with respect to and against any entity which is not an Additional Contracting Party or a party to this Contract, the same as if such contract or agreement were in full force and effect for all purposes, and all legal and equitable remedies with respect to such rights shall be available and may be pursued against any entity which is not an Additional Contracting Party or a party to this Contract.

(d) It is recognized by the parties to this Contract that an executed copy of the Base Contract and the proceedings relating thereto were submitted to the Honorable Mark White, Attorney General of Texas, along with the Series 1979-A Bonds, as provided by the District Act, and that the Attorney General,

in his certificate and opinion dated October 9, 1979, found specifically that the Base Contract had been made in accordance with the Constitution and laws of the State of Texas and that the Base Contract was valid and enforceable in accordance with its terms and provisions; and further the Attorney General approved the 1979-A Bonds and the Base Contract, with the effect that pursuant to the provisions of the District Act the Base Contract "shall be valid and binding and shall be incontestable for any cause". In order to protect the rights of the owners of the Bonds and the parties to this Contract, it is specifically agreed and understood by the parties to this Contract that, any provisions of this Contract to the contrary notwithstanding, if for any reason whatsoever this Contract, or any part of this Contract significantly affecting the rights of the owners of the Bonds, should be held to be invalid or unconstitutional, or in contravention of any law or any constitutional provisions, then the Base Contract, the Trinity River Authority Contract, and the Arlington Contract shall be construed and deemed to be and to have been in full force and effect at all times to the extent required to protect the rights of the owners of the Bonds and the parties to such contracts, with the Base Contract at the time of execution thereof constituting the underlying security for the Series 1979-A Bonds. It is further agreed and understood by the parties to this Contract that this Contract is amendatory in nature and is not intended to abrogate the rights of the owners of the Bonds or to affect adversely in any way the security therefor, but is intended to increase the security therefor, substantially restate, carry forward, and update the provisions of the Base Contract, and add additional parties thereto as permitted thereby.

B. MODIFICATION. No change or modification of this Contract shall be made which will affect adversely the prompt payment when due of all moneys required to be paid by each Contracting Party under the terms of this Contract and no such

change shall be effective which would cause a violation of any provisions of any Bond Resolution.

C. ADDRESS AND NOTICE. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the District, to:

Tarrant County Water Control and
Improvement District Number One
P. O. Box 4508
Fort Worth, Texas 76106

If to the Initial Contracting Parties, as follows:

City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

City of Arlington
200 West Abram
P. O. Box 231
Arlington, Texas 76010

City of Mansfield
100 E. Broad Street
Mansfield, Texas 76063

Trinity River Authority of Texas
P. O. Box 10
Arlington, Texas 76010

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by

at least fifteen (15) days' written notice to the other parties hereto.

D. STATE OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS. This Contract is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

Section 9. POINTS OF DELIVERY; MEASUREMENT; OPERATION OF FACILITIES.

A. CITY OF FORT WORTH FACILITIES. (a) The City of Fort Worth, hereinafter in this Section 9A called the "City", receives raw water from the District at three points of delivery. Water from Lake Bridgeport and Eagle Mountain Lake (the "West Fork System") is delivered to the City by releases from Eagle Mountain Lake into Lake Worth, and the City withdraws water from Lake Worth as needed through pipelines leading to the City's Holly Filtration Plants. Water from Cedar Creek Reservoir and Richland-Tehuacana Reservoir will be delivered to the City at the Rolling Hills Filtration Plant. Water is also delivered to the City by deliveries from Lake Benbrook into the Clear Fork of the Trinity River. For purposes of Section 9A of this agreement, the point of discharge of the Eagle Mountain Dam outlets into the upper end of Lake Worth shall be known as the "Northwest Point of Delivery", the point of entry of raw water into the Rolling Hills Filtration Plant shall be known as the "Southeast Point of Delivery", and the point of discharge at the Benbrook Dam outlet shall be known as the "Benbrook Dam Point of Delivery."

(b) The City, at its sole cost, and without credits or reimbursements from the District or other Contracting Parties, shall maintain and operate the Lake Worth reservoir, dam, spillway, and appurtenances and all operations and facilities, including pipelines, used to transport and deliver water from

the Clear Fork of the Trinity River to the Fort Worth Holly water treatment plant. The District shall have the right, but not the obligation, to notify the City of maintenance or repair work deemed necessary by District, and the City agrees to take appropriate steps to effect that identified maintenance and repair work, and in the event that such work is not done and performed by the City, to diminish or withhold deliveries of water at the Point of Delivery until such work is accomplished. In the event of measurable and preventable leakage of raw water from any of the facilities to be maintained by the City, the City shall pay the District for such raw water losses as if it had taken and used same from the System. The District shall make releases from Eagle Mountain Dam sufficient to maintain the water surface of Lake Worth at or above elevation 590.0. The City agrees to limit its annual diversions from the existing System facilities on the West Fork of the Trinity River to not more than 100,000 acre-feet per year whenever the combined contents of Lake Bridgeport and Eagle Mountain Lake total 250,000 acre-feet or more. At such times as the combined contents of Lake Bridgeport and Eagle Mountain Lake total less than 250,000 acre-feet, the City agrees to limit its annual diversions from Lake Worth to not more than 46,000 acre-feet, beginning with the next Annual Payment Period. For purposes of determining the volume of water available for diversion by the City from Lake Worth in any given month, the contents of Lake Bridgeport and Eagle Mountain Lake as of the first day of the month shall be considered to apply for the full month. It is recognized that the City's requirements vary seasonally, and the City shall be entitled to vary the monthly diversions from Lake Worth in accordance with the normal pattern of its seasonal requirements provided the annual rate of diversion is kept within the above stated limits. The District shall have the right to pass water through Lake Worth for District's use or sale to the City of River Oaks and to Texas Electric Service Company, and other water customers of the District.

(c) The City shall be entitled to receive, and the District shall be obligated to deliver, raw water at the Northwest, Benbrook, and Southeast Points of Delivery as necessary to supply the City's raw water needs, subject to limitations as set out elsewhere herein.

(d) (i) The City shall provide, operate, maintain and read meters which shall record water taken by the City to the extent such metering is practicable. The principal points of measurement for water taken by the City under this Contract shall be at the City's water treatment plants by standard totalizing-indicating-recording meters which shall measure the volume of water with an accuracy between the limits of 98 percent and 102 percent of true volume. Other raw water taken by the City shall be measured through a conventional type of approved meter wherever practicable or by other approved method of measurement or estimate where the use of conventional meters is not practicable. In general, the City shall measure the water supplied under this Contract by the most accurate devices and methods practicable for use by the City.

(ii) The City shall keep accurate records of all the measurements of water required under this Contract, and the measuring devices and such records shall be open to inspection of the District at all times. The District shall have access to the metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of the City. For the purpose of this Contract the original record or reading of the meter or meters shall be the journal or other record book of the City in its office in which the records of the employees or agents of the City who take the readings are or may be transcribed. Upon written request of the District, the City will give the District a copy of such journal or record book, or permit the District to have access to the same in the office of the City during reasonable business hours.

(iii) Not more than once in each calendar month, on a date as near the end of such calendar month as practical, the

City shall calibrate its raw water meters at the City's water treatment plants if requested in writing by the District to do so, in the presence of a representative of the District, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary. If the District shall in writing request the City to calibrate its raw water meters at the City's water treatment plants, the City shall give the District notice of the time when any such calibration is to be made and if a representative of the District is not present at the time set, the City may proceed with the calibration and adjustment in the absence of any representative of the District.

(iv) If upon any test of the raw water meters at the City's treatment plants, the percentage of inaccuracy of such metering equipment is found to be in excess of two (2) percent, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then for a period extending back one half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purposes, the best data available shall be deemed to be the registration of high service pump station meter or meters at the City's water treatment plants, if the same have been installed and are accurately registering, to which registration the filter plant losses between the raw water meters and the high service meters shall be added based on a mutually agreed estimate of such losses. Otherwise, the amount of water delivered during such period may be estimated by:

- (a) Correcting the error if the percentage of the error is ascertainable by calibration tests or

mathematical calculation, or

- (b) Estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Similarly, the District shall have the right to make checks, at its expense but with the cooperation of the City of all other measuring devices required under this Contract and to check the computations or estimates of unmetered raw water used to meet the requirements of the City under this Contract. Any necessary corrections of such meter readings, estimates, or determination of use shall comply as far as practicable with the methods set forth in the foregoing paragraph. Monthly readings of the totalizing meters at the City's treatment plants shall be made by the City, and by the District if it so elects, at a regular hour on the morning of the 1st day of each month. Other meter readings and determinations of water used during a monthly period shall be made in accordance with the customary practice of the City, but in no case later than the 15th day of each month.

B. CITY OF ARLINGTON FACILITIES. (a) The City of Arlington, hereinafter in this Section 9B. called the "City", uses Lake Arlington (the "Lake") as a source of raw water supply and as a storage reservoir, and owns 56 per cent of the conservation capacity and safe yield of the Lake, with the remaining 44 per cent being owned by the Texas Electric Service Company under the terms of an Agreement with the City dated June 29, 1955. The City presently receives delivery of water from the District at the Lake (the "Lake Arlington Point of Delivery"). Deliveries at the Lake Arlington Point of Delivery shall be sufficient to permit all of the raw water requirements of the City to be diverted from the lake until the new Southwest Arlington treatment plant is operational. The District shall provide an additional Point of Delivery at a connection on the Cedar Creek pipeline, or, at the City's option, at the District's balancing reservoir on such pipeline, to supply the

new Southwest Arlington water treatment plant to be located at Eden Road and U.S. Highway 287 ("Southwest Arlington Point of Delivery"), such connection at the Southwest Arlington Point of Delivery to be completed and ready to deliver water when that plant is operational, and the District shall thereafter make available from its System at the Lake Arlington Point of Delivery and at the connection at the Southwest Arlington Point of Delivery all of the raw water requirements of the City. All facilities required to transport water from the connection on the Cedar Creek pipeline to the Southwest Arlington treatment plant shall be acquired, constructed, owned, and maintained by the City at its sole cost.

(b) The District shall release water from the Cedar Creek and/or Richland Chambers pipelines into Village Creek, or shall otherwise deliver water into the Lake, in amounts which will maintain the Lake water surface at or above Elevation 531. All water taken by the City from the Lake shall be deemed to be System water, and shall be paid for as such in accordance with the provisions of this Contract, regardless of the actual source of such water.

(c) The District shall have the right to utilize the Lake for the storage of water up to its full capacity and shall have the right to divert water from the Lake for District's use or sale to others when the Lake level is above Elevation 545, or when the Lake level is below Elevation 545 provided the District replaces an amount of water equal to the diversion as soon as feasible.

(d) The City, at its sole cost, and without credits or reimbursements from the District, shall maintain and operate the Lake reservoir, dam, spillways and appurtenances. The District shall have the right, but not the obligation, to notify the City of maintenance or repair work deemed necessary by District, and in the event that such work is not done and performed by the City, to diminish or withhold deliveries of water at the Point of Delivery until such work is accomplished. In the event of measurable and preventable leakage of raw water

from any of the facilities to be maintained by the City, the City shall pay District for such raw water losses as if it had taken and used same from the System.

(e) (i) The City shall provide, operate, maintain, and read meters which shall record water taken by the City to the extent such metering is practicable. The principal points of measurement for water taken by the City under this Contract shall be at the City's water treatment plants by standard totalizing-indicating-recording meters which shall measure the volume of water with an accuracy between the limits of 98 per cent and 102 per cent of true volume. Other raw water taken by the City shall be measured through a conventional type of approved meter wherever practicable or by other method of measurement or estimate where the use of conventional meters is not practicable. In general, the City shall measure the water supplied under this Contract by the most accurate devices and methods practicable for use by the City.

(ii) The City shall keep accurate records of all the measurements of water required under this Contract, and the measuring devices and such records shall be open to inspection of the District at all times. The District shall have access to the metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of the City. For the purpose of this Contract the original record or reading of the meter or meters shall be the journal or other record book of the City in its office in which the records of the employees or agents of the City who take the readings are or may be transcribed. Upon written request of the District, the City will give the District a copy of such journal or record book, or permit the District to have access to the same in the office of the City during reasonable business hours.

(iii) Not more than once in each calendar month, on a date as near the end of such calendar month as practical, the City shall calibrate its raw water meters at the City's water treatment plants if requested in writing by the District to do

so, in the presence of a representative of the District, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary. If the District shall in writing request the City to calibrate its raw water meters at the City's water treatment plants, the City shall give the District notice of the time when any such calibration is to be made and if a representative of the District is not present at the time set, the City may proceed with the calibration and adjustment in the absence of any representative of the District.

(iv) If upon any test of the raw water meters at the City's treatment plants, the percentage of inaccuracy of such metering equipment is found to be in excess of two (2) per cent, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then for a period extending back one half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purposes, the best data available shall be deemed to be the registration of high service pump station meter or meters at the City's water treatment plants, if the same have been installed and are accurately registering, to which registration the filter plant losses between the raw water meters and the high service meters shall be added based on a mutually agreed estimate of such losses. Otherwise, the amount of water delivered during such period may be estimated by:

- (a) Correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or

- (b) Estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Similarly, the District shall have the right to make checks, at its expense but with the cooperation of the City of all other measuring devices required under this Contract and to check the computations or estimates of unmetered raw water used to meet the requirements of the City under this Contract. Any necessary corrections of such meter readings, estimates, or determination of use shall comply as far as practicable with the methods set forth in the foregoing paragraph. Monthly readings of the totalizing meters at the City's treatment plants shall be made by the City, and by the District if it so elects, at a regular hour on the morning of the 1st day of each month. Other meter readings and determinations of water used during a monthly period shall be made in accordance with the customary practice of the City, but in no case later than the 15th day of each month.

C. CITY OF MANSFIELD FACILITIES. (a) Subject to the following provisions hereof, the District shall release water from the existing System pipeline into a Point of Delivery at the existing pipeline constructed by the City of Mansfield, hereinafter in this Section 9C. called the "City", in amounts which shall be sufficient to permit City to divert all of its raw water requirements from the System under this Contract. The City at its sole cost shall maintain and operate the connecting pipeline and appurtenances. The District shall have the right, but not the obligation, to notify City of maintenance or repair work deemed necessary by District, and in the event that such work is not done and performed by City, to diminish or withhold deliveries of water to City until such work is accomplished. In the event of measurable and preventable leakage of raw water from any of the facilities to be maintained by the City, the City shall pay District for such raw water losses as if it had taken and used same from the System.

(b) (i) The City shall provide, operate, maintain, and read meters which shall record water taken by the City to the extent such metering is practicable. The principal points of measurement for water taken by the City under this Contract shall be at the City's water treatment plants by standard totalizing-indicating-recording meters which shall measure the volume of water with an accuracy between the limits of 98 per cent and 102 per cent of true volume. Other raw water taken by the City shall be measured through a conventional type of approved meter wherever practicable or by other approved method of measurement or estimate where the use of conventional meters is not practicable. In general, the City shall measure the water supplied under this Contract by the most accurate devices and methods practicable for use by the City.

(ii) The City shall keep accurate records of all the measurements of water required under this Contract and the measuring devices and such records shall be open to inspection of the District at all times. The District shall have access to the metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of the City. For the purpose of this Contract the original record or reading of the meter or meters shall be the journal or other record book of the City in its office in which the records of the employees or agents of the City who take the readings are or may be transcribed. Upon written request of the District, the City will give the District a copy of such journal or record book, or permit the District to have access to the same in the office of the City during reasonable business hours.

(iii) Not more than once in each calendar month, on a date as near the end of such calendar month as practical, the City shall calibrate its raw water meters at the City's water treatment plants if requested in writing by the District to do so, in the presence of a representative of the District, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary.

If the District shall in writing request the City to calibrate its raw water meters at the City's water treatment plants, the City shall give the District notice of the time when any such calibration is to be made and if a representative of the District is not present at the time set, the City may proceed with the calibration and adjustment in the absence of any representative of the District.

(iv) If upon any test of the raw water meters at the City's treatment plants, the percentage of inaccuracy of such metering equipment is found to be in excess of two (2) per cent, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then for a period extending back one half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purposes, the best data available shall be deemed to be the registration of high service pump station meter or meters at the City's water treatment plants, if the same have been installed and are accurately registering, to which registration the filter plant losses between the raw water meters and the high service meters shall be added based on a mutually agreed estimate of such losses. Otherwise, the amount of water delivered during such period may be estimated by:

- (a) Correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or
- (b) Estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Similarly, the District shall have the right to make checks, at its expense but with the cooperation of the City of all other measuring devices required under this Agreement and to check the computations or estimates of unmetered raw water used to meet the requirements of the City under this Contract. Any necessary corrections of such meter readings, estimates, or determination of use shall comply as far as practicable with the methods set forth in the foregoing paragraph. Monthly readings of the totalizing meters at the City's treatment plants shall be made by the City, and by the District if it so elects, at a regular hour on the morning of the 1st day of each month. Other meter readings and determinations of water used during a monthly period shall be made in accordance with the customary practice of the City, but in no case later than the 15th day of each month.

D. TRINITY RIVER AUTHORITY OF TEXAS FACILITIES.

(a) Trinity River Authority of Texas (the "Authority") is entitled to receive raw water from the System for the sole purpose of treating such water to provide potable water from its facilities known as the "Tarrant County Water Project", to serve areas described as "Potential Service Areas" of the District or the Authority in the North Central Regional Water Supply Study dated November, 1974. The Authority agrees that it will not serve any other areas with water derived from the System.

(b) The District will release raw water from the System into Village Creek (which shall be the Point of Delivery to the Authority) in such amounts as are required by the Authority under this Contract. The Authority at its sole cost shall make such arrangements and provide such facilities as are necessary to divert its System water from Lake Arlington and transport same to its treatment plant. The District shall have the right, but not the obligation, to notify the Authority of reasonable maintenance or repair work deemed necessary by the District to the Authority's intake facilities, and in the event such work is not done and performed by the Authority, to

diminish or withhold deliveries of water to the Authority until such work is accomplished. In the event of measurable and preventable raw water leakages from the intake facilities, the Authority shall pay the District for such raw water losses as if it had taken and used same from the System.

(c) (i) The Authority shall provide, operate, maintain, and read meters which shall record water delivered to the Authority. The principal measurement points for water taken by the Authority under this Contract shall be the Authority's intake facilities at Lake Arlington and the water treatment plant of its Tarrant County Water Project. Measurement will be by standard totalizing-indicating- recording meters which shall measure the water volume with an accuracy between the limits of 98 per cent and 102 per cent of true volume, with a type mutually agreed upon by Authority and District. Authority shall measure the water supplied under this Contract by the most accurate devices and methods practicable for use by the Authority.

(ii) The Authority shall keep accurate records of all measurement of water required under this Contract and the measuring devices and such records shall be open to inspection of District during reasonable business hours. The District shall have access to the metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of the Authority. The original record or reading of meter(s) shall be the journal or other record book of the Authority in its office in which the records of the employees or agents of the Authority who take the readings are transcribed. Upon written request of the District, the Authority will give the District a copy of such journal or record book, or permit the District to have access to same in the Authority's office during reasonable business hours.

(iii) Not more than once each calendar month, on a date as near the end of such calendar month as practical, the Authority shall calibrate its raw water meters in the presence

of a District representative, if requested in writing by the District to do so. The parties shall jointly observe any adjustments which are made to the meters at the Authority's intake facilities and water treatment plant. The Authority shall give the District notice of the time when any such calibration is to be made and if a District representative is not present at the time set, the Authority may proceed with the calibration and adjustment.

(iv) If upon any test of the raw water meters, the percentage of inaccuracy is found to be in excess of two (2) per cent, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable then back one half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purposes, the best data available shall be deemed to be the registration of high service pump station meter(s) at the Authority's water treatment plant, if same have been installed and are accurately registering, to which registration of treatment plant losses between the raw water meters and the high service meters shall be added based on a mutually agreed estimate of such losses. Otherwise, the amount of water delivered during such period may be estimated by:

- (a) Correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or
- (b) Estimating the quantity delivered during preceding periods under similar conditions when meter(s) were registering accurately.

Similarly, the District shall have the right to make checks, at its own expense but with the cooperation of the Authority, of all other measuring devices required under this Contract and to check the computation or estimates of unmetered raw water used to meet the requirements of the Authority under this Contract. Any necessary corrections of such meter readings, estimates, or determination of use shall comply as far as practicable with the methods set forth in the foregoing paragraph. Monthly readings of the totalizing meters at the Authority's treatment plants shall be made by the Authority, and by the District if it so elects, at a regular hour on the morning of the first day of each month. Other meter readings and determinations of water used during a monthly period shall be in accordance with the Authority's customary practice, but in no case later than the 15th day of each month.

Section 10. A. ADVISORY COMMITTEE: The governing body of each of the Initial Contracting Parties (but no other Contracting Party) annually shall appoint one of the members of its governing body or one of its officers as a voting member of the Advisory Committee for the System, which Advisory Committee is hereby created and established. Additionally, the Board of Directors of the District annually shall appoint to serve as a voting member of the Advisory Committee one of the members of said Board of Directors or one of the officers of the District. The Advisory Committee, at its first meeting, shall elect a Chairman, a Vice Chairman, and a Secretary. The Advisory Committee may establish bylaws governing the election of officers, meeting dates, and other matters pertinent to the functioning of the Advisory Committee. The Advisory Committee shall consult with and advise the District, through its General Manager, with regard to the following matters pertaining to the System:

- (i) The issuance of Bonds;
- (ii) The operation and maintenance of the System;
- (iii) Additional Contracting Parties and the terms and conditions of the contracts with such

parties, consistent with the provisions of this Contract;

- (iv) Sales of water to entities which are not Additional Contracting Parties, and the prices, terms, and conditions of such sales, consistent with the provisions of this Contract;
- (v) The District's Annual Budget, prior to its submission by the District's General Manager to the District's Board;
- (vi) Review of the District's Annual Audit;
- (vii) All other pertinent matters relating to the management of the System; and
- (viii) Improvements and extensions of the System and the providing of any additional source of water supply.

Said Committee shall have access to and may inspect at any reasonable times all physical elements of the System and all records and accounts of the District pertaining to the System. A copy of the minutes of the meetings of the Advisory Committee and all other pertinent data, shall be provided to the District's President.

B. The term of membership on the Advisory Committee shall be for twelve (12) months, beginning on March 1 of each year. A member may serve more than one (1) term if so appointed by the governing body represented. All expenses of the Advisory Committee in discharging its duties under this Section shall be considered as an Operation and Maintenance Expense of the System.

Section 11. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the

United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 12. REMEDIES UPON DEFAULT. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing however, that the District's undertaking to provide and maintain a supply of water hereunder is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the District agrees, in the event of any default on its part, that each Contracting Party shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available. Recognizing that failure in the performance of any Contracting Party's obligations hereunder could not be adequately compensated in money damages alone, each Contracting Party agrees in the event of any default on its part that the District shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to the District. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the District to receive the Annual Payment which

shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.

Section 13. VENUE. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Tarrant County, Texas, which is the County in which the principal administrative offices of the District and of each of the Initial Contracting Parties are located. It is specifically agreed among the parties to this Contract that Tarrant County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Tarrant County, Texas.

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

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

BY Wayne E. Newton
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Attorneys for the District

(DISTRICT SEAL)

CITY OF ARLINGTON, TEXAS

BY *A. Stovall*
Mayor

ATTEST:

Billie Ray
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Tom Todd
City Attorney

(CITY SEAL)

CITY OF FORT WORTH, TEXAS

Robert L. Heubel
City Manager

ATTEST:

Ruth Alexander
not a City Secretary

APPROVED BY CITY COUNCIL

C-6457
City Secretary
8-24-82
Date

APPROVED AS TO FORM AND LEGALITY:

Steve Adkins
City Attorney
8-27-82

(CITY SEAL)

CITY OF MANSFIELD, TEXAS

BY *Tom Cobb*
Mayor

ATTEST:

Kathryn Howard
City Secretary

APPROVED AS TO FORM AND LEGALITY:

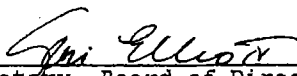
Judith W.
City Attorney

(CITY SEAL)

TRINITY RIVER AUTHORITY OF TEXAS

BY *Sammy Vance*
General Manager

ATTESTED AND APPROVED AS TO FORM AND LEGALITY:



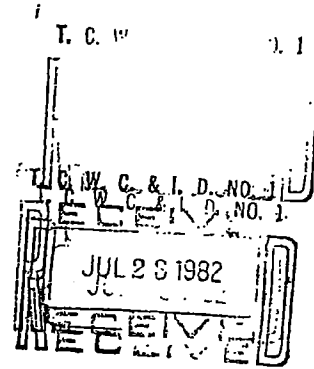
Secretary, Board of Directors, and
Staff Attorney for the Authority

(AUTHORITY SEAL)

LAW OFFICES
BOOTH, LLOYD AND SIMMONS
A PROFESSIONAL CORPORATION
302 SAN JACINTO BUILDING
9TH & SAN JACINTO
AUSTIN, TEXAS 78701-2554
512-478-9506

BOOTH
I. LLOYD
B. SIMMONS
BOSSSELINK
SOM
W. LINDNER
RYAN
G. CAROOM
V. WALKER

July 21, 1982



Mr. Ben Hickey
General Manager
Tarrant County Water Control
and Improvement District No. 1
Box 4508
Fort Worth, Texas 76106

RE: Arlington Rate Case

Dear Ben:

Enclosed for your file are certified copies of the following:

1. Settlement Agreement;
2. Trinity River Authority Intervention Petition with Commission Order designating TRA as a party; and
3. Final Order of Dismissal.

Pursuant to Texas Water Code §5.351, an appeal from a final order of the Texas Water Commission must be filed in a district court of Travis County within 30 days after the effective date of the order appealed. Our courts have held the 30 day requirement to be jurisdictional. Therefore, in our opinion, the effective date of the Final Order of Dismissal is June 25, 1982, and in accordance with the Texas Rules of Civil Procedure, the Order will become final and non-appealable after July 26, 1982, unless an appeal is filed.

Pursuant to TEX. REV. CIV. STAT. ANN. art. 6252-13a (Administrative Procedure and Texas Register Act), §16 (Vernon 1976), the parties to the case were required to file a motion for rehearing on or before July 12, 1982, as a prerequisite to an appeal. Our courts have held this provision to be mandatory. Therefore, it is our further opinion that no party to the case can successfully appeal at this date.

In accordance with Article II of the Settlement Agreement, each party to the agreement is obligated to execute the Amendatory Contract within 30 days from July 26, 1982, providing

July 21, 1982
page two

no appeal is filed. Since the Amendatory Contract relates to the issuance of bonds, we recommend that you consult with Paul Horton concerning the formalities needed for each party's signing the Amendatory Contract.

You should consider the Settlement Agreement as well as the Amendatory Contract, since the Settlement Agreement contains representations and actions required of the district and other parties as a part of the settlement. We shall advise you on July 27, 1982, whether any appeals were filed.

Kindest personal regards.

Very truly yours,


Frank R. Booth

FRB/ckk

Enclosures
cc w/encls: Warren Brewer
James Strawn
George Christie
Paul Horton

SETTLEMENT AGREEMENT

This settlement agreement ("the Settlement Agreement") by and among the Tarrant County Water Control and Improvement District No. 1 (the "District"), the City of Arlington ("Arlington"), the City of Fort Worth ("Fort Worth"), the City of Mansfield ("Mansfield") and the Trinity River Authority ("TRA") (hereinafter sometimes collectively referred to as "the Parties"), witnesseth:

WHEREAS, the District presently owns and operates surface raw water supply facilities which consist primarily of Eagle Mountain Dam and Reservoir, Bridgeport Dam and Reservoir, and Cedar Creek Dam, Reservoir and Pipeline (the "Existing System"); and

WHEREAS, the District proposes to acquire, construct and complete certain additional surface raw water supply facilities, including a dam and reservoir on Richland and Chambers Creeks in Navarro and Freestone Counties and an adjacent dam and reservoir on Tehuacana Creek in Freestone County and related facilities to enable the District to supply raw water from such sources to its customers (the "Project"); and

WHEREAS, the Existing System and the Project hereinafter are referred to collectively as the "System"; and

WHEREAS, the District has under study the question of whether it would be prudent and economical for the benefit of all its customers to build, as a part of the Project, a pipeline between Benbrook Reservoir and the Cedar Creek pipeline (the "Benbrook Project") to provide terminal storage.

WHEREAS, Arlington, Fort Worth, Mansfield and TRA obtain raw water from the System under separate contracts

with the District, specifically, under the Tarrant County Regional Water Supply Facilities Contract entered into August 29, 1979 for the Cities of Fort Worth and Mansfield, a similar contract entered into December 12, 1979 with the the Trinity River Authority (both hereinafter referred to as the "1979 Contract"), and under a contract dated July 1, 1971 for the City of Arlington (the "1971 Arlington Contract"); and

WHEREAS, a dispute has arisen and resulted in litigation before the Texas Water Commission over the desires of the District, Fort Worth, Mansfield and TRA that Arlington sign a contract similar to the 1979 Contract, over the District's obligation to supply water to Arlington under the 1971 Arlington Contract, and over the allocation of the operations and maintenance and debt service costs incurred to perform the water supply functions of the Existing System and to be incurred in connection with the Project; and

WHEREAS, the Parties have reached a compromise and settlement of their dispute whereby they have agreed to a single contract specifying a uniform rate computed by prorating such costs over all water delivered by the District and applicable to all water delivered by the District, adjusted through (1) payment of certain equitable premiums in addition to such rate for water used outside the boundaries of the District and a schedule of elimination of such premiums, and (2) surcharges and reductions related to taxes levied for System water supply purposes, all of which the Parties agree operate together to fully compensate all equities and which the Parties further agree operate together to fully reflect the costs of providing raw water service thereby fairly and properly apportioning the District's water supply costs among its customers over the life of the System;

WHEREAS, the Parties desire to implement such agreement upon appropriate approval by the Water Commission of the State of Texas ("the Commission");

NOW, THEREFORE, the Parties mutually agree and covenant as follows:

I.

Scope of the Settlement Agreement

The Settlement Agreement involves three elements:

(1) The Parties agree upon a contract among them, in the form of an amended version of the 1979 Contract, fixing terms of raw water service by the District, including terms for the calculation of rates to be charged for such service, effective March 1, 1980 (the "Amendatory Contract");

(2) the Parties agree upon the amounts owed by each, pursuant to the terms of the Settlement, for service rendered from March 1, 1980 to the present, and for repayment of such amounts over a five-year period; and

(3) the Parties' agreement is conditional upon and subject to entry by the Commission of an appropriate final, non-appealable order (the "Commission Order") on or before October 1, 1982.

II.

The Amendatory Contract

The Amendatory Contract is attached hereto as Exhibit A. Each of the Parties agrees to execute the Amendatory Contract within thirty days following the date that the Commission Order becomes final and non-appealable. The

Parties agree and represent the following concerning the Amendatory Contract:

(1) The District intends, to the maximum extent feasible, to pay System expenses itself and to do so out of revenues from sources other than taxes. However, in some instances it may be necessary for the District to rely on payment by a particular customer of a System expense or to rely on tax revenues to pay certain System expenses. Whenever this happens, suitable adjustments will be made for the sharing of such System expenses among all of the customers who are parties to the Amendatory Contract, in a manner consistent with the rights of the owners of the District's bonds. Section 4,C,(e) of the Amendatory Contract provides for such an adjustment with respect to taxes used to pay the water supply portion of the debt service on the District's 1965 and 1965 Second Series bonds until such bonds are paid off in 1995. In the event that payment of such debt service by taxes shall reduce or cease, the surcharge provided in Section 4,C,(e) of the Amendatory Contract shall be adjusted accordingly.

(2) The District undertakes to make a prompt decision on the prudence and economics of the Benbrook Project. If the District determines that the Benbrook Project would be prudent and economical for the benefit of all its customers, the District will undertake the Benbrook Project as a part of the Project, by securing an appropriate and timely amendment or supplement to the Engineering Report on the Project, and the Benbrook Project will become a part of the System for all purposes under the Amendatory Contract.

(3) Exhibit B illustrates the intended application of the terms of the Amendatory Contract for the period October 1, 1982 - September 30, 1983 and thereafter, using hypothetical expenses and volumes of water.

III.

Settle-up Payments and Contract Rate Illustration

Calculations of adjustments to reflect the amounts that each of Arlington, Fort Worth, Mansfield and Trinity River Authority would have paid through September 30, 1982, pursuant to the terms of the settlement, but did not pay, are attached as Exhibit C ("Settle-up Amounts"). Settle-up Amounts shown for the periods March 1, 1980 - February 28, 1981 and March 1, 1981 - September 30, 1981 are as shown on Exhibit C. For the period October 1, 1981 - September 30, 1982, Settle-up Amounts will be calculated following the close of that period using the same method used in Exhibit C for the two prior periods. The Parties agree that each such customer will pay the District or receive from the District its Settle-up Amounts in equal monthly installments over a five-year period commencing on the first billing date following the Contract Date as that term is defined in the Amendatory Contract.

IV.

The Commission Order

This Settlement Agreement is contingent upon the entry by the Commission of the Commission Order substantially in the form attached hereto as Exhibit D. No Party to the Settlement Agreement is bound by the terms of this Settlement Agreement unless the Commission Order becomes final and non-appealable as provided in Part I, (3).

V.

Undertakings of the Parties

A. Each Party to this Settlement Agreement undertakes to support and defend the Settlement Agreement, the Amendatory Contract and the Commission Order at all times and in

all forums as necessary to implement and enforce the Settlement Agreement, the Amendatory Contract or the Commission Order. In particular, without limitation, each Party to this Settlement Agreement agrees to permit the entire record, including the prefiled exhibits filed by each party to the proceeding (including the Commission Staff) and including the Settlement Agreement, to be admitted in evidence by stipulation and waives its right to cross-examine the sponsoring witnesses of those exhibits.

B. Each Party expressly agrees and represents that the Settlement Agreement, the Amendatory Contract and the Commission Order together provide a reasonable, comprehensive and final compromise resolution of all claims that have heretofore been made, or that might have been made, by any party to this Settlement Agreement concerning the provision of raw water by the District to the other Parties and the rates charged to the Parties by the District for raw water, including without limitation the claims of Fort Worth and Arlington to equity investments in certain District facilities, the claim of Arlington concerning responsibility for the costs of delivering raw water to its treatment plant, and the claims of the District, Fort Worth and Arlington concerning the extent of their respective rights and duties under all prior contractual agreements.

C. This Settlement Agreement is a negotiated compromise. The Parties hereto do not agree that any rate-making principles underlying this Settlement Agreement, or believed to underlie it, would be reasonable or appropriate for any other set of facts and circumstances.

VI.

Effective Date and Term

Subject to the provisions of Part IV, this Settlement Agreement becomes binding as soon as it has been approved by

the City Councils of Arlington, Fort Worth and Mansfield and the Boards of the District and TRA. Its effective date will be March 1, 1980, and its term will extend through the life of the System.

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

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. ONE

By Wayne E. Newton
President, Board of Directors

ATTEST:

R. G. [Signature]
Secretary, Board of Directors

APPROVED AS TO FORM AND LEGALITY:

Frank R. Smith
Attorneys for the District

(DISTRICT SEAL)

THE CITY OF ARLINGTON, TEXAS

By Ross B. Callion
City Manager

ATTEST:

Roblynn Ray
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Tom Todd
City Attorney

(CITY SEAL)

CITY OF FORT WORTH, TEXAS

By *[Signature]*
City Manager

TEST:

[Signature]
City Secretary

APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney
6-22-12

CITY SEAL)

CITY OF MANSFIELD, TEXAS

BY Tom Corbin
Mayor

ATTEST:

Vicki Cox
City Secretary

APPROVED AS TO FORM AND LEGALITY:

(CITY SEAL)

James D. ...
City Attorney

TRINITY RIVER AUTHORITY

By *Danny Vance*
General Manager

ATTEST:

Jim Elliott
Secretary, Board of Directors

APPROVED AS TO FORM AND LEGALITY:

(CORPORATE SEAL)

Frank R. Booth
Booth, Lloyd & Simmons, P.C.
by Frank R. Booth
General Counsel for the Authority

TEXAS DEPARTMENT OF WATER RESOURCES
TEXAS WATER COMMISSION

In The Matter of
The Complaint Filed by
The City of Arlington
v. The Tarrant County
Water Control and Improvement
District No. 1

FINAL ORDER OF DISMISSAL

It appears to the Commission, and the Commission so finds, that a Settlement Agreement has been entered into between the Tarrant County Water Control and Improvement District No. 1, the Cities of Arlington, Fort Worth and Mansfield, and the Trinity River Authority ("the parties") resolving this entire matter upon reasonable terms and conditions, and copies of the Settlement Agreement and its attachments and of the prefiled exhibits of the parties having been filed with the Commission, it appears to the Commission and the Commission so finds that this matter should be dismissed in its entirety, with prejudice, upon the terms and subject to the conditions agreed to by the parties.

It is therefore ordered that this matter be dismissed in its entirety, with prejudice, upon the terms and subject to the conditions agreed to by the parties.

Signed and entered into this ____ day of _____,
1982.

TEXAS WATER COMMISSION

Lee B. M. Biggart, Chairman

Felix McDonald, Commissioner

TEST:

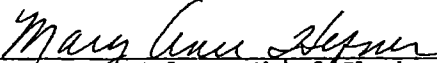
Mary Ann Hefner
Chief Clerk

John D. Stover, Commissioner

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

I, Mary Ann Hefner, Chief Clerk of the Texas Water Commission of the Department of Water Resources, do hereby certify that the attached and foregoing is a true and correct copy of a Settlement Agreement between Tarrant County Water Control and Improvement District No. One, Fort Worth, Arlington, Mansfield and Trinity River Authority filed with the Commission in the case entitled IN RE: CITY OF ARLINGTON, TEXAS VS. TARRANT COUNTY WCID NO. 1 CONCERNING THE RATES TO BE CHARGED ARLINGTON FOR RAW WATER FURNISHED BY THE DISTRICT, the original of which was filed with the Commission on June 25, 1982, and is now in the permanent records of the Department.

Given under my hand and the seal of the Texas Water Commission, this the 25th day of June, 1982.



Mary Ann Hefner, Chief Clerk
Texas Water Commission

IN RE: CITY OF ARLINGTON, § BEFORE THE
TEXAS VS. TARRANT COUNTY §
WCID NO. 1, CONCERNING THE § TEXAS WATER COMMISSION
RATES TO BE CHARGED ARLINGTON §
FOR RAW WATER FURNISHED BY IN AUSTIN, TEXAS
THE DISTRICT

INTERVENTION PETITION OF THE
TRINITY RIVER AUTHORITY OF TEXAS

TO THE HONORABLE TEXAS WATER COMMISSION:

NOW COMES petitioner Trinity River Authority of Texas requesting leave to intervene in the above-entitled proceeding and for designation as a party for the limited purpose of joining the Settlement Agreement pending before the Commission for reasons as follows:

1.

Trinity River Authority has obtained a raw water supply from Tarrant County WCID No. 1 since 1973 in accordance with a 1971 and, later, a 1979 contract.

2.

Trinity River Authority has reviewed the proposed amended 1979 contract between the district, Fort Worth, Arlington, and Mansfield and desires to amend its 1979 contract with the district by signing the amended contract.

WHEREFORE, PREMISES CONSIDERED, petitioner Trinity River Authority prays that the Commission grant its petition for leave to intervene and designate petitioner a party to the hearing.

Respectfully submitted,

BOOTH, LLOYD AND SIMMONS, P.C.
302 San Jacinto Building
Austin, Texas 78701

BY: 

FRANK R. BOOTH
General Counsel
Attorneys for Petitioner
Trinity River Authority
of Texas

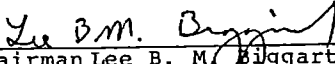
Date: June 25, 1982

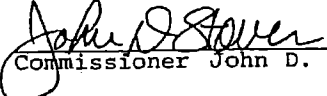
ORDER

On this the 25th day of June, 1982, petitioner

Trinity River Authority of Texas appeared before the Texas Water Commission in open hearing and filed the above-entitled Intervention Petition. After considering the petition and no objection to granting the same being made by any party,

IT IS ORDERED that Trinity River Authority of Texas is hereby granted leave to intervene for the limited purpose of joining the Settlement Agreement proposed by some of the parties and Trinity River Authority of Texas is hereby designated a party to these proceedings.


Chairman Lee B. M. Higgart


Commissioner John D. Stover

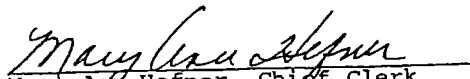
Attest:


Chief Clerk

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

I, Mary Ann Hefner, Chief Clerk of the Texas Water Commission of the Department of Water Resources, do hereby certify that the attached and foregoing is a true and correct copy of the Intervention Petition of the Trinity River Authority of Texas in the proceeding styled City of Arlington, Texas Vs. Tarrant County Water Control and Improvement District No. 1, concerning the rates to be charged Arlington for raw water furnished by the District, together with the Order of the Commission entered June 25, 1982, designating Trinity River Authority as a party to the proceedings, the original of which is on file in the office of the Commission.

Given under my hand and the seal of the Texas Water Commission, this the 30th day of June, 1982.


Mary Ann Hefner, Chief Clerk
Texas Water Commission

TEXAS DEPARTMENT OF WATER RESOURCES

TEXAS WATER COMMISSION



COUNTY OF TRAVIS

X
X
X
X
X
X

IN THE MATTER OF THE
COMPLAINT FILED BY THE
CITY OF ARLINGTON V. THE
TARRANT COUNTY WATER
CONTROL AND IMPROVEMENT
DISTRICT NO. 1

STATE OF TEXAS


FINAL ORDER OF DISMISSAL

On June 25, 1982 came on to be considered before the Texas Water Commission the Motion to Dismiss the rate complaint action filed by the City of Arlington on March 26, 1980 with the Texas Department of Water Resources. All parties to this matter appeared and stated that all matters in controversy relating to this complaint had been settled, compromised and agreed upon.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS WATER COMMISSION THAT the rate complaint filed by the City of Arlington is in all things dismissed, with prejudice.

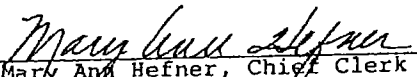
Entered and ordered this the 25th day of June, 1982.

TEXAS WATER COMMISSION


Lee B. M. Biggart, Chairman


John D. Stover, Commissioner

ATTEST:


Mary Ann Hefner, Chief Clerk

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

I, Mary Ann Hefner, Chief Clerk of the Texas Water Commission of the Department of Water Resources, do hereby certify that the attached and foregoing is a true and correct copy of the Final Order of Dismissal in the matter of the complaint filed by the City of Arlington v. the Tarrant County Water Control and Improvement District No. 1 dated June 25, 1982, the original of which is on file in the office of the Commission.

Given under my hand and the seal of the Texas Water Commission, this the 30th day of June, 1982.



Mary Ann Hefner, Chief Clerk
Texas Water Commission

City of Fort Worth, Texas

Mayor and Council Communication

DATE 8/24/82	REFERENCE NUMBER **C- 6457	SUBJECT: Raw Water Settlement Contract	PAGE 1 1 of _____
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On June 22, 1982 (M&C C-6389), the City Council authorized the City Manager to execute a Settlement Agreement to end the dispute concerning raw water rates charged by the Tarrant County Water Control and Improvement District No. 1 ("District").

By executing the Settlement Agreement, the City of Fort Worth agreed to the terms of a proposed raw water contract with the District, which will replace the existing 1979 water contract with the District (City Secretary Contract No. 10631). Final execution of the new contract document was contingent on acceptance of the terms by the other parties to the contract (Mansfield, Arlington, the District and the Trinity River Authority) in order that a pending suit before the Texas Water Rights Commission ("Commission") be dismissed.

The Commission received the proposed Settlement Agreement, contract and other documents on June 27, 1982, and provided a 30-day review and comment period prior to the settlement suit being dismissed. The 30-day period has passed with no adverse comments and the suit before the Commission has been dismissed. It is now appropriate for the contracting parties to adopt ordinances approving the new contract.

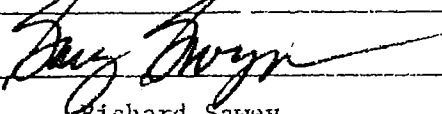
The law firm of McCall, Parkhurst and Horton, bond counsel for the District, has prepared an ordinance for adoption by the contracting parties which will protect future bond issues of the District.

After each of the contracting parties have adopted ordinances or resolutions authorizing execution of the new contract, each contracting party will execute the contract.

Recommendation

It is recommended that the City Council adopt the attached ordinance authorizing and directing the City Manager to execute the "Tarrant County Regional Water Supply Facilities Amendatory Contract," which replaces City Secretary Contract No. 10631.

GG:jc
Attachment

SUBMITTED FOR THE CITY MANAGER'S OFFICE BY:		DISPOSITION BY COUNCIL: <input type="checkbox"/> APPROVED	PROCESSED BY CITY SECRETARY
ORIGINATING DEPARTMENT HEAD:	Richard Sawey	<input type="checkbox"/> OTHER (DESCRIBE)	
FOR ADDITIONAL INFORMATION CONTACT:	Richard Sawey Ext. 8220		DATE

**Attachment for
Part F, Question 28**



Public Water System Operator Notice Form

PWS Name	City of Fort Worth
PWS ID	2200012
Date	June 17, 2021

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name (Printed)	Charly Angadicheril	Title	Assistant Director of Water Utilities
Signature		Date	June 17, 2021

Introduction

The Texas Commission on Environmental Quality (TCEQ) requires the owner of a public water system to submit a list of all the operators and operating companies that the public water system uses as described in 30 Title, Texas Administrative Code (TAC) §290.46(p)(2), (relating to Minimum Acceptable Operating Practices for Public Drinking Water Systems).

Submission to TCEQ

The following form may be used to facilitate compliance with this requirement. The complete Operator Notice form may be submitted to:

Texas Commission on Environmental Quality
Attn: Drinking Water Inventory and Enforcement Team
Public Drinking Water Section, Mail Code 155
PO Box 13087
Austin, TX 78711-3087

OR

PWSINVEN@tceq.texas.gov

This notice may also be submitted to the TCEQ by facsimile at (512)239-6050.

Upon request, the "Operator Notice" form shall also be provided to the executive director during on-site inspections.

Operator Notice

Section I

- Specifically, §290.46(p)(2) states; "On an annual basis, the owner of a public water system shall provide the executive director with a list of all the operators and operating companies that the public water system uses. The notice shall contain the name, contact information, work status, license number, and license class of each operator and the name and registration number of each operating company. Public water systems may report the list of operators and operating companies to the executive director by utilizing the Texas Commission on Environmental Quality (TCEQ) online "Operator Notice" form. If reporting cannot be accomplished utilizing the TCEQ online "Operator Notice" form, then a public water system may report the list of operators and operating companies on the written "Operator Notice" form to the executive director by mail, email or facsimile. (See §290.47(d) of this title)."
- Public water systems must also develop and maintain specific records for part-time and volunteer operators to meet the requirements as described in §290.46(f)(3)(A)(vii) and (viii) as follows:
 - Part-Time Licensed Operators:** In addition to the information provided in this Operator Notice Form, public water systems shall develop and maintain a daily record or a monthly summary of the work performed and the number of hours worked by each of the part-time operators.
 - Full-Time and Part-Time Licensed Volunteer Operators:** In addition to the information provided in this Operator Notice Form, public water systems that use a full-time or part-time licensed volunteer operator shall develop and maintain a record of each volunteer operator indicating the time period for which the volunteer is responsible for operating the public water system.

Section II

Total number of licensed operators =

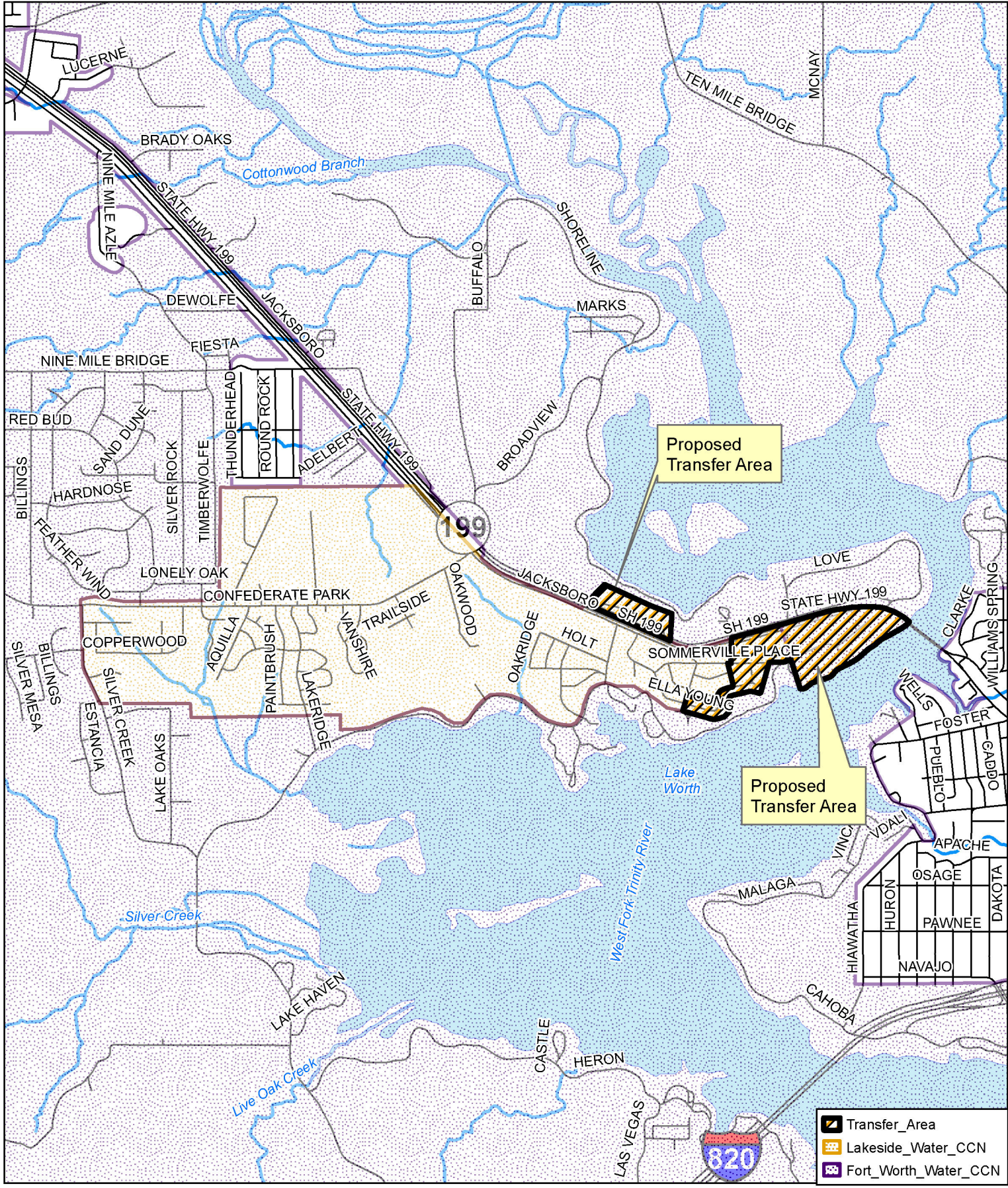
Name of Operator or Operating Company	For Operators				For Companies
	Phone Number	Full, Part-time or Volunteer	License No.	Class of License	Registration No.
CHARLY ANGADICHERIL	817 392 8125	FULL TIME	WO0005922	A WATER	
RUSSELL BATTISE	817 392 8125	FULL TIME	WO0035582	A WATER	
DONALD BLUE	817 392 8125	FULL TIME	WO0029740	A WATER	
KHURDSHID CHOWDHRY	817 392 8125	FULL TIME	WO0019860	A WATER	
ERIK IRWIN	817 392 8125	FULL TIME	WO0010339	A WATER	
PAUL JOHN	817 392 8125	FULL TIME	WO0022023	A WATER	
GEORGE JOSEPH	817 392 8125	FULL TIME	WO0014762	A WATER	
GARY MORRIS	817 392 8125	FULL TIME	WO0020979	A WATER	

PAUL WRIGHT	817 392 8125	FULL TIME	WO0003351	A WATER	
	817 392 8125				
RUSS PIOR	817 392 8125	FULL TIME	WO0007778	A WATER	
JAMES BEASLEY	817 392 8125	FULL TIME	WS0000380	B SURFACE	
ROY ISAAC	817 392 8125	FULL TIME	WS0005760	B SURFACE	
TIMOTHY JACKSON	817 392 8125	FULL TIME	WS0008839	B SURFACE	
MAHESWARI JAIKUMAR	817 392 8125	FULL TIME	WS0011817	B SURFACE	
AFZAL YUSUFF	817 392 8125	FULL TIME	WS0001257	B SURFACE	
JOE MANN	817 392 8125	FULL TIME	WS0009047	B SURFACE	
BASSY PHILIP	817 392 8125	FULL TIME	WS0011818	B SURFACE	
TYLER HORTON	817 392 8125	FULL TIME	WS0013253	B SURFACE	
ROBERT VANN	817 392 8125	FULL TIME	WS0004077	B SURFACE	
JOEL WHITEHOUSE	817 392 8125	FULL TIME	WS0011915	B SURFACE	
EARL YOUNG	817 392 8125	FULL TIME	WS0007499	B SURFACE	
NICOLAS CRUZ	817 392 8125	FULL TIME	WS0014011	B SURFACE	
ANTHONY AGUIRRE	817 392 8125	FULL TIME	WS0014405	B SURFACE	
MARTIN RODRIGUEZ	817 392 8125	FULL TIME	WS0014195	B SURFACE	
TODD BARTON	817 392 8125	FULL TIME	WS0011262	B SURFACE	
BRYAN TRAVIS	817 392 8125	FULL TIME	WS0012738	C SURFACE	
PAUL ADKISSON	817 392 8125	FULL TIME	WS0014117	C SURFACE	
KENNETH BAKER	817 392 8125	FULL TIME	WS0009872	C SURFACE	
SEBASTIAN WHITE	817 392 8125	FULL TIME	WS0014029	C SURFACE	
BRENDAN O'KEEFFE	817 392 8125	FULL TIME	WS0014014	C SURFACE	
ERIC JOHNSON	817 392 8125	FULL TIME	WS0004172	C SURFACE	
JAMES MIDKIFF	817 392 8125	FULL TIME	WS0003923	C SURFACE	

RANDY BLAIR	817 392 8125	FULL TIME	WS00013881	C SURFACE	
ULYSES GONZALEZ	817 392 8125	FULL TIME	WS00013098	C SURFACE	
SILAS ARIZOLA	817 392 8125	FULL TIME	WS0009800	C SURFACE	
JAMES HOPPERS	817 392 8125	FULL TIME	WS0001949	C SURFACE	
STEVEN FARRAR	817 392 8125	FULL TIME	WS0010865	C SURFACE	
GLENDA SWAN	817 392 8125	FULL TIME	WS0007109	C SURFACE	
ZACHARY STILES	817 392 8125	FULL TIME	WS0013535	C SURFACE	
MARIANNE SEIGLER	817 392 8125	FULL TIME	WS0011867	C SURFACE	
JOHN SMITH	817 392 8125	FULL TIME	WS0012071	C SURFACE	
RANDY STONER	817 392 8125	FULL TIME	WS0012082	C SURFACE	
ALFREDO FLORES	817 392 8125	FULL TIME	WS0010574	C SURFACE	
ROY NAREKATTU	817 392 8125	FULL TIME	WS0010400	C SURFACE	
EUGENE KWAN	817 392 8125	FULL TIME	WS0009166	C SURFACE	
JOSHUA PETERSON	817 392 8125	FULL TIME	WS0011612	C SURFACE	
CHARLES PICKETT	817 392 8125	FULL TIME	WS0010421	C SURFACE	
KENNY WILSON	817 392 8125	FULL TIME	WS0010356	C SURFACE	
CHARLES RICE	817 392 8125	FULL TIME	WS0003634	C SURFACE	
ADAM CHEEK	817 392 8125	FULL TIME	WS0014447	C SURFACE	
NATHAN HUFF	817 392 8125	FULL TIME	WS0014476	C SURFACE	
RICHARD PRICE	817 392 8125	FULL TIME	WS0014147	C SURFACE	
MARIO RODRIGUEZ	817 392 8125	FULL TIME	WS0014489	C SURFACE	
TYLIN VILLARREAL	817 392 8125	FULL TIME	WO0046250	D WATER	
JORDAN WOOTEN	817 392 8125	FULL TIME	WO0042797	D WATER	
CHARLES WILLIAMS	817 392 8125	FULL TIME	WO0045507	D WATER	
ELIZABETH VERRETT	817 392 8125	FULL TIME	WO0046618	D WATER	

This Operator Notice form may be used by public water systems to meet the requirements of 30 Title, Texas Administrative Code (TAC) §290.46(p)(2), (relating to Minimum Acceptable Operating Practices for Public Drinking Water Systems).

**Attachments for
Part G_Mapping**



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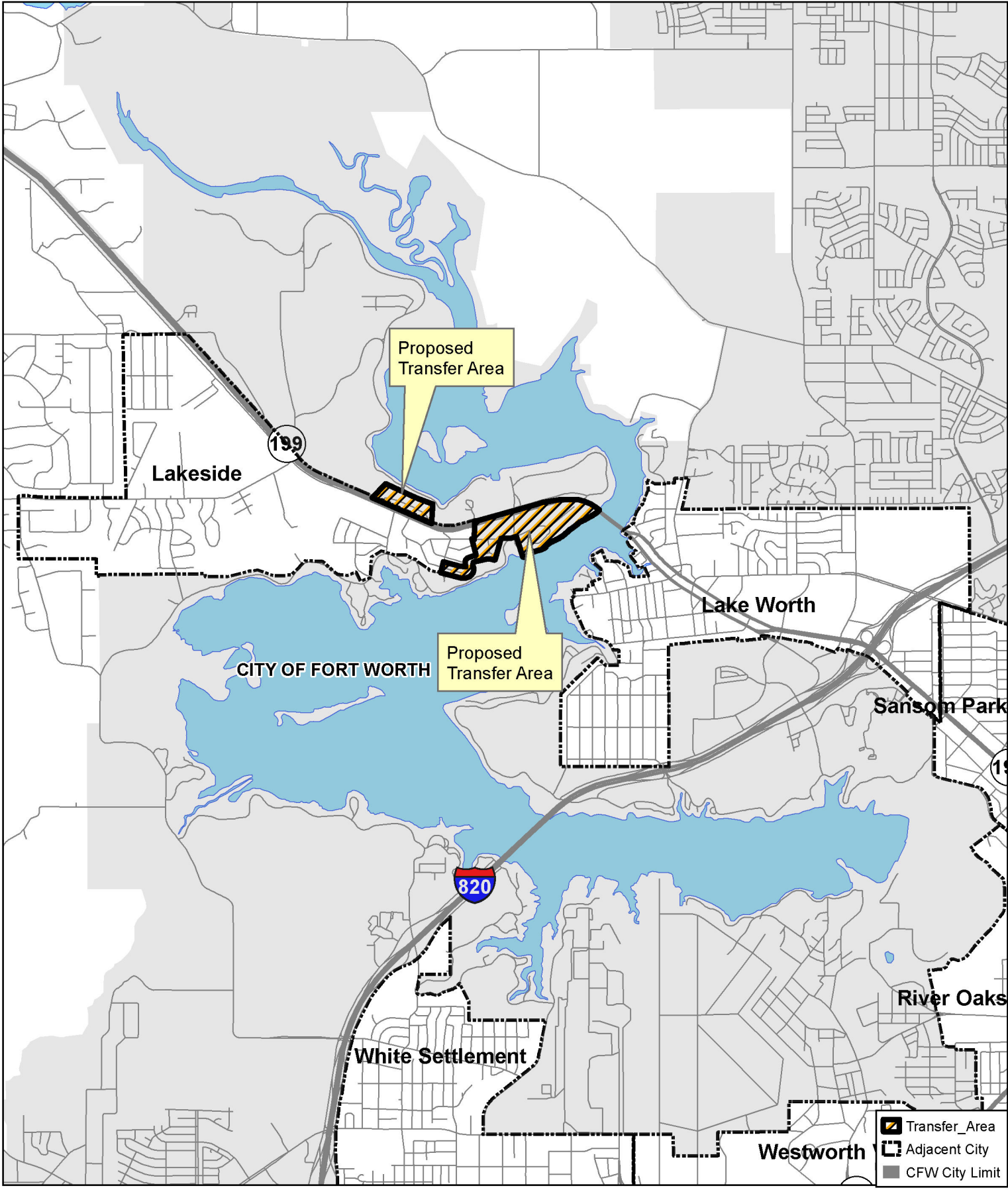
8/17/2021

**CCN Map
 Proposed Transfer
 to City of Fort Worth
 (Water CCN No. 12311)
 from Town of Lakeside**

FORT WORTH
 WATER

0 2,000 4,000 Feet

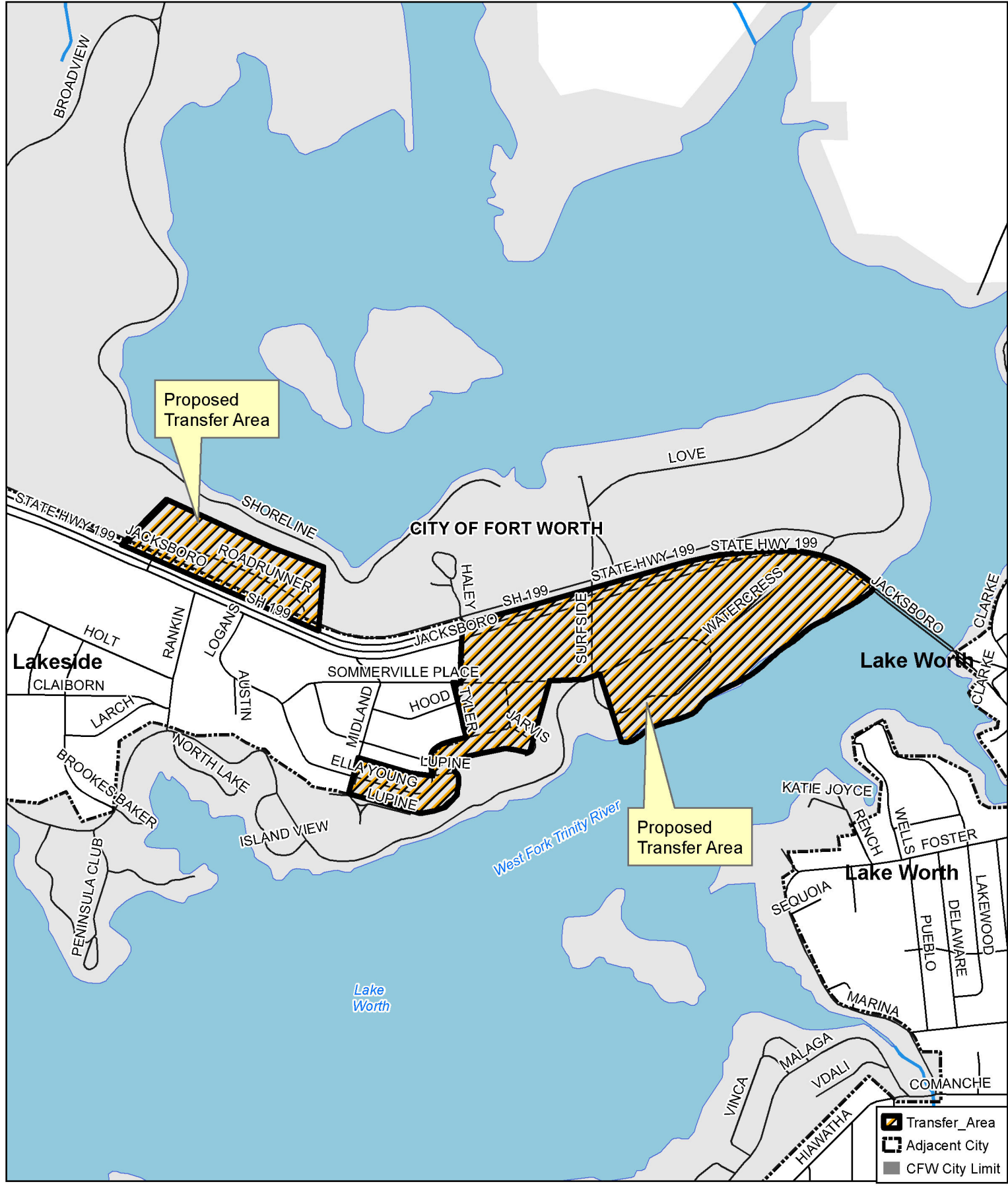
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8/17/2021

**Small Scale Map
 Proposed Transfer
 to City of Fort Worth
 (Water CCN No. 12311)
 from Town of Lakeside**



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8/17/2021

**Large Scale Map
 Proposed Transfer
 to City of Fort Worth
 (Water CCN No. 12311)
 from Town of Lakeside**

FORT WORTH
 WATER

N

0 1,000 2,000 Feet

The following files are not convertible:

Transfer_Area.cpg
Transfer_Area.dbf
Transfer_Area.prj
Transfer_Area.sbn
Transfer_Area.sbx
Transfer_Area.shp

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact centralrecords@puc.texas.gov if you have any questions.