

RESOLUTION NO. 77-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN INTERLOCAL AGREEMENT WITH THE NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD”) AND OTHER MEMBER AND CUSTOMER CITIES OF THE NTMWD REGIONAL WASTEWATER SYSTEM FOR PARTICIPATION IN A REGIONAL CAPACITY, MANAGEMENT, OPERATIONS AND MAINTENANCE PROGRAM.

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Environmental Protection Agency (“EPA”) performed an audit on the wastewater collection systems and treatment facilities for the NTMWD and member cities; and

WHEREAS, comments from the EPA require implementation of a Regional Capacity, Management, Operations and Maintenance (“RCMOM”) program; and


WHEREAS, on September 8, 2015, City Council approved the execution of a Memorandum of Understanding with the NTMWD for the development of a RCMOM program; and

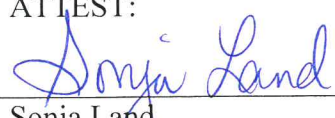
WHEREAS, the development of the RCMOM is now complete and ready for implementation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to finalize and execute the Interlocal Agreement, attached hereto as Exhibit “A,” between the City of Mesquite, the North Texas Municipal Water District (“NTMWD”), and other member and customer cities of the NTMWD Regional Wastewater System, for participation in a Regional Capacity, Management, Operations and Maintenance program.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 18th day of December, 2017.

  
\_\_\_\_\_  
Stan Pickett  
Mayor

ATTEST:  
  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED:  
  
\_\_\_\_\_  
B. J. Smith  
City Attorney

**INTERLOCAL AGREEMENT REGARDING REGIONAL CAPACITY,  
MANAGEMENT, OPERATIONS AND MAINTENANCE (RCMOM)  
PROGRAM**

**THIS AGREEMENT** is made by and between the Member and Customer Cities of the North Texas Municipal Water District Regional Wastewater System (RWWS) listed herein: **CITY OF ALLEN (ALLEN)**, the **CITY OF ANNA (ANNA)**, the **TOWN OF FAIRVIEW (FAIRVIEW)**, the **CITY OF FORNEY (FORNEY)**, the **CITY OF FRISCO (FRISCO)**, the **CITY OF HEATH (HEATH)**, the **CITY OF LUCAS (LUCAS)**, the **CITY OF MCKINNEY (MCKINNEY)**, the **CITY OF MELISSA (MELISSA)**, the **CITY OF MESQUITE (MESQUITE)**, the **CITY OF PARKER (PARKER)**, the **CITY OF PLANO (PLANO)**, the **CITY OF PRINCETON (PRINCETON)**, the **TOWN OF PROSPER (PROSPER)**, the **CITY OF RICHARDSON (RICHARDSON)**, the **CITY OF ROCKWALL (ROCKWALL)**, the **CITY OF SEAGOVILLE (SEAGOVILLE)**, and the **NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)**, acting by and through their City Managers and Executive Director, respectively, or their duly authorized representatives.

**WHEREAS**, in or near September of 2015, ALLEN, FORNEY, FRISCO, HEATH, MCKINNEY, MESQUITE, PLANO, PRINCETON, PROSPER, RICHARDSON, ROCKWALL, SEAGOVILLE AND NTMWD entered into a Memorandum of Understanding making agreements to work together in good faith to establish a model written Regional Capacity, Management, Operations and Maintenance (CMOM) program. A true and correct copy of that Memorandum of Understanding (hereinafter "MOU") is attached hereto as **Exhibit A** and is incorporated by reference herein; and

**WHEREAS**, the parties to the MOU did undertake and substantially complete the tasks outlined in the MOU and have developed a Regional Capacity, Management, Operation, and Maintenance Coordination Plan (RCMOM) as described therein. The RCMOM prepared by NTMWD on or about December 14, 2016 is incorporated herein by reference; and

**WHEREAS**, the MOU was executed by all Member Cities of the NTMWD RWWS (specifically, ALLEN, FORNEY, FRISCO, HEATH, MCKINNEY, MESQUITE, PLANO, PRINCETON, PROSPER, RICHARDSON, ROCKWALL, and SEAGOVILLE); and

**WHEREAS**, Customer Cities of the NTMWD RWWS are participating in the RCMOM developed in connection with aforementioned MOU (specifically, ANNA, FAIRVIEW, LUCAS, MELISSA, AND PARKER); and

**WHEREAS**, each of the Member Cities and Customer Cities who are parties to this Agreement shall hereinafter be referred to as "Communities" within this Agreement; and

**WHEREAS**, in order to implement portions of the RCMOM, it will be necessary for NTMWD representatives and its contractors to access wastewater pipelines and other wastewater facilities owned by the Communities; and

**WHEREAS**, in order to implement portions of the RCMOM, it will be necessary for NTMWD to expend funds and other NTMWD resources; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, implementing the RCMOM is a governmental function which will benefit the citizens of all parties to this Agreement; and

**WHEREAS**, the Communities and NTMWD have determined that the RCMOM may be implemented most expeditiously and economically through this Agreement.

**NOW, THEREFORE**, this Agreement is made and entered into by and between the Communities and NTMWD for the mutual consideration stated herein.

## **ARTICLE ONE**

### **The Project**

1.01 The RCMOM identifies roles and responsibilities for NTMWD and Communities. Each of the Communities and NTMWD shall endeavor to implement the components of RCMOM as appropriate for their respective systems.

1.02 This Agreement is necessary to execute the capacity coordination approach, developed in cooperation with Communities and NTMWD, as identified in the RCMOM. The purpose of the capacity coordination is to jointly establish a collaborative process and approach to capacity planning that will provide a common basis and understanding of regional system capacity, and foster interface between Communities and NTMWD systems.

1.03 The goals of the regional capacity coordination are to meet the level of service goals identified in the RCMOM, understand community system plans and operation impacts on the regional system, optimize capital and

operational improvements based on community considerations, and assist NTMWD and Communities in planning sewer capacity improvements, maintenance, and operation with an increased understanding of existing and future conditions of the regional system.

1.04 For Communities that execute this ILA, NTMWD representatives and its contractors will coordinate with signatory representatives to perform fieldwork at mutually agreeable locations within Communities' infrastructure for purposes such as field survey at critical Communities locations, installation and monitoring of rain gauges and flow meters, and other appropriate field activities to support the execution of the RCMOM plan. For Communities that do not execute this ILA, similar fieldwork will be conducted within NTMWD infrastructure at locations as near as reasonably possible to critical Communities locations.

1.05 NTMWD shall coordinate with Communities' representatives and obtain permits where required at least 14 days prior to entering Community infrastructure, and provide plans for work to be completed with the Communities' infrastructure. NTMWD shall provide, or cause its contractors to provide, adequate general liability and motor vehicle insurance protecting the Communities when conducting work within or at the Community's wastewater pipelines and other wastewater facilities; and to provide certificates of insurance and policy endorsements as applicable prior to such work.

1.06 Communities shall provide NTMWD representatives and its contractors reasonable access to each Community's wastewater pipelines and other wastewater facilities.

1.07 NTMWD and Communities will coordinate master planning efforts on a consistent and regular 5-year cycle to identify capacity needs early and prioritize Capital Improvement Plan efforts.

## **ARTICLE TWO**

### **Duties and Payment**

2.01 Each of the Communities participates in one or more of the following NTMWD wastewater systems and are responsible for payment of system costs in accordance with the contracts governing same:

- a. Forney Wastewater Interceptor System;
- b. Lower East Fork Wastewater Interceptor System;
- c. Buffalo Creek Interceptor System;
- d. Mustang Creek Wastewater Interceptor System; and
- e. Upper East Fork Wastewater Interceptor System.

2.02 These existing contracts define the allocation of charges between and among the Communities, based on metered volumes and others contractual

bases. The costs expended by NTMWD in furtherance of the RCMOM work contemplated by this Agreement will be funded by NTMWD through the normal budgeting process, which includes budget approval by the NTMWD Board. These RCMOM costs shall be charged to the appropriate system set forth in Section 2.01 and shall be reimbursed by Communities in accordance with said contracts.

### **ARTICLE THREE**

#### **Funding**

3.01 The Parties agree that the payments for the performance of governmental functions or services shall be made only from funds legally available to the paying party at the time the payment becomes due.

### **ARTICLE FOUR**

#### **Term and Termination**

4.01 This Agreement shall become effective on the earlier of either a.) the date of the last signature, or b.) November 30, 2017. It is contemplated that every Community listed in this Agreement may not execute the Agreement. In that event, the Agreement shall be valid and enforceable only as to each of the parties executing the Agreement. Unless terminated in accordance with Section 4.02, herein, This Agreement shall continue in effect annually until all obligations hereunder are completed and each party has given final acceptance of duties contemplated by this Agreement, in writing, to the other parties. This Agreement shall automatically renew annually during this period, if not terminated.

4.02. Any signatory to this Agreement may withdraw from the Agreement and terminate all duties, rights, and obligations hereunder by providing sixty (60) days' notice to each Party by providing a written notification to each signatory or their successor(s) at the applicable Town or City.

### **ARTICLE FIVE**

#### **Immunity**

5.01 It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**ARTICLE SIX  
Successors and Assigns**

6.01 This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. No party will assign or transfer an interest in this Agreement without the written consent of each of the other parties.

**ARTICLE SEVEN  
Venue**

7.01 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in the District Courts of Collin County, Texas.

**ARTICLE EIGHT  
Interpretation**

8.01 This is a negotiated document and should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**ARTICLE NINE  
Remedies, Non-Waiver**

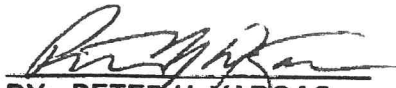
9.01 No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of each of the parties. It is further agreed that one or more instances of forbearance by any party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**ARTICLE TEN  
Entire Agreement**

10.01 This Agreement, including the MOU and the RCMOM incorporated by reference herein, embodies the entire agreement between the parties as to the matters contained within it and may only be modified in writing executed by all parties to the Agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

CITY OF ALLEN, TEXAS



BY: PETER H. VARGAS

TITLE: CITY MANAGER

DATE: November 30, 2017

ADDRESS: 305 CENTURY PARKWAY, ALLEN, TEXAS 75013

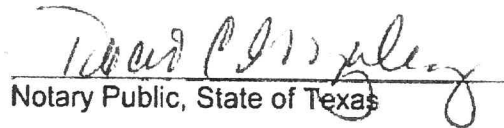
ACKNOWLEDGMENT

STATE OF TEXAS §

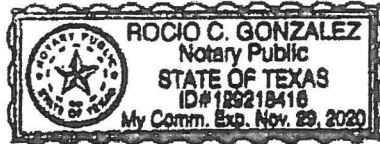
§

COUNTY OF COLLIN §

Before me, the undersigned authority on this day personally appeared Peter H. Vargas, City Manager of the City of Allen, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

  
Notary Public, State of Texas

[Notary Seal]



CITY OF ANNA, TEXAS

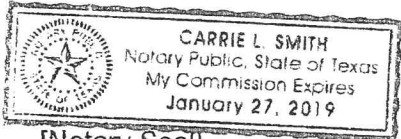
*Philip Sanders*

BY: PHILIP SANDERS  
TITLE: CITY MANAGER  
DATE: *November 30, 2017*  
ADDRESS: P.O. BOX 776, ANNA, TEXAS 75409

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

Before me, the undersigned authority on this day personally appeared Philip Sanders, City Manager of the City of Anna, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

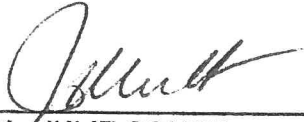


[Notary Seal]

*Carrie L. Smith*  
\_\_\_\_\_  
Notary Public, State of Texas



TOWN OF FAIRVIEW, TEXAS

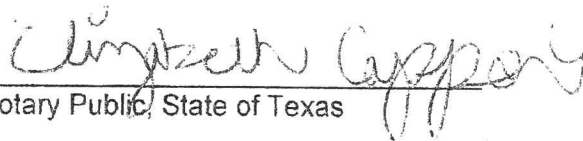


BY: JULIE COUCH  
TITLE: TOWN MANAGER  
DATE: November 30, 2017  
ADDRESS: 372 TOWN PLACE, FAIRVIEW, TEXAS 75069

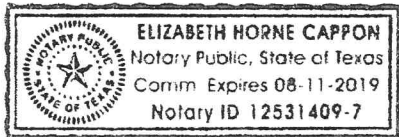
ACKNOWLEDGMENT

STATE OF TEXAS     §  
                                  §  
COUNTY OF COLLIN   §

Before me, the undersigned authority on this day personally appeared Julie Couch, Town Manager of the Town of Fairview, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

  
Notary Public, State of Texas

[Notary Seal]



CITY OF FORNEY, TEXAS

*Wendle Medford*  
BY: ~~JAMES FISHER~~ *Wendle Medford*  
TITLE: ~~CITY MANAGER~~ *Interim City Manager*  
DATE: *November 30, 2017*  
ADDRESS: P.O. BOX 826, FORNEY, TEXAS 75126

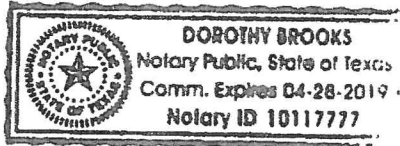
ACKNOWLEDGMENT

STATE OF TEXAS       §  
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                                      §  
COUNTY OF KAUFMAN §

*Wendle Medford* Before me, the undersigned authority on this day personally appeared ~~James Fisher, City Manager~~ *Wendle Medford, Interim City Manager* of the City of Forney, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

*Dorothy Brooks*  
\_\_\_\_\_  
Notary Public, State of Texas

[Notary Seal]



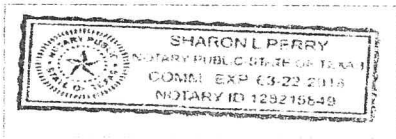
CITY OF FRISCO, TEXAS

George Purefoy  
BY: GEORGE PUREFOY  
TITLE: CITY MANAGER  
DATE: November 30, 2017  
ADDRESS: 6101 FRISCO SQUARE BLVD., FRISCO, TEXAS 75064

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

Before me, the undersigned authority on this day personally appeared George Purefoy, City Manager of the City of Frisco, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.



[Notary Seal}

Sharon Perry  
Notary Public, State of Texas

CITY OF HEATH, TEXAS

*B. B.*

BY: BRIAN BERRY

TITLE: MAYOR

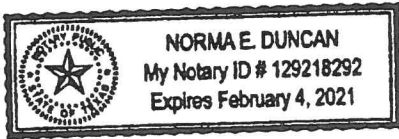
DATE: *November 30, 2017*

ADDRESS: 200 LAURENCE DRIVE, HEATH, TEXAS 75032

ACKNOWLEDGMENT

STATE OF TEXAS §  
  §  
COUNTY OF ROCKWALL§

Before me, the undersigned authority on this day personally appeared Brian Berry, Mayor of the City of Heath, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.



*Norma E. Duncan (09/26/2017)*  
Notary Public, State of Texas

[Notary Seal}

**CITY OF LUCAS, TEXAS**

\_\_\_\_\_  
**BY: JOE GORFIDA**  
**TITLE: CITY ATTORNEY**  
**DATE:**  
**ADDRESS: 665 COUNTRY CLUB ROAD, LUCAS, TX 75002-7651**

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF COLLIN   §**

Before me, the undersigned authority on this day personally appeared Joe Gorfida, City Attorney of the City of Lucas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

[Notary Seal]

CITY OF MCKINNEY, TEXAS



BY: PAUL GRIMES

TITLE: CITY MANAGER

DATE: November 30, 2017

ADDRESS: P.O. BOX 517, MCKINNEY, TEXAS 75069

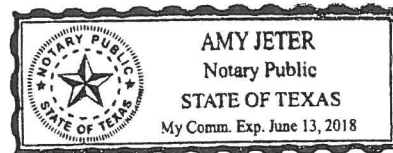
ACKNOWLEDGMENT

STATE OF TEXAS     §  
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COUNTY OF COLLIN   §

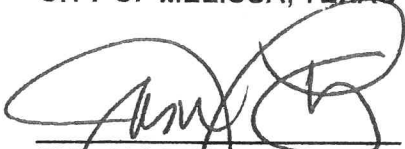
Before me, the undersigned authority on this day personally appeared Paul Grimes, City Manager of the City of McKinney, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

  
\_\_\_\_\_  
Notary Public, State of Texas

[Notary Seal]



CITY OF MELISSA, TEXAS



BY JASON LITTLE

TITLE: CITY MANAGER

DATE: *November 30, 2017*

ADDRESS: 3411 BARKER AVENUE, MELISSA, TEXAS 75454

ACKNOWLEDGMENT

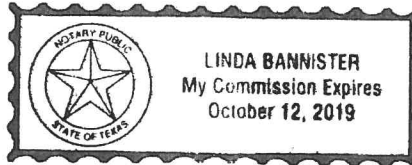
STATE OF TEXAS       §  
  §  
COUNTY OF COLLIN   §

Before me, the undersigned authority on this day personally appeared Jason Little, City Manager of the City of Melissa, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.



Notary Public, State of Texas

[Notary Seal]



CITY OF MESQUITE, TEXAS

*Clifford V. Keheley, Jr.*

BY: CLIFFORD V. KEHELEY, JR.

TITLE: CITY MANAGER

DATE: December 18, 2017

ADDRESS: P.O. BOX 850137, MESQUITE, TEXAS 75185-0137

ACKNOWLEDGMENT

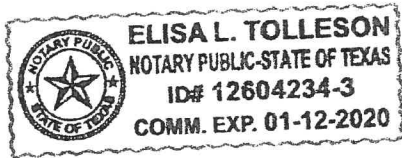
STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

Before me, the undersigned authority on this day personally appeared Clifford V. Keheley, Jr., City Manager of the City of Mesquite, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

*Elisa L. Tolleson*

Notary Public, State of Texas

[Notary Seal]



APPROVED AS TO FORM:

*Clifford V. Keheley, Jr.*  
CITY ATTORNEY



**CITY OF PARKER, TEXAS**

\_\_\_\_\_  
**BY: JEFFRY FLANIGAN**  
**TITLE: CITY ADMINISTRATOR**  
**DATE:**  
**ADDRESS: 5700 E PARKER RD PARKER, TEXAS 75002-6767**

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF COLLIN   §**

Before me, the undersigned authority on this day personally appeared Jeffry Flanigan, City Administrator of the City of Parker, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

[Notary Seal]

CITY OF PLANO, TEXAS

APPROVED AS TO FORM:

*For* Walter D. Amulo  
BY: BRUCE D. GLASSCOCK  
TITLE: CITY MANAGER  
DATE: November 30, 2017  
ADDRESS: P.O. BOX 860358, PLANO, TEXAS 75086-0358

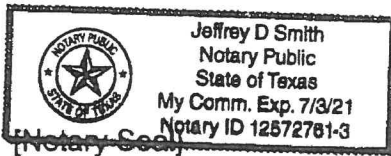
BY: Michelle D'Andrea  
*for* Paige Mims, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                      §  
COUNTY OF COLLIN   §

*Mark Israelson, Deputy City Manager*

Before me, the undersigned authority on this day personally appeared ~~Bruce D. Glasscock, City Manager~~ of the City of Plano, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.



*Jeffrey D Smith*  
Notary Public, State of Texas

CITY OF PRINCETON, TEXAS



BY: DEREK BORG

TITLE: CITY MANAGER

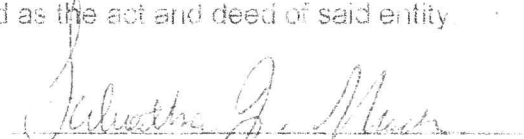
DATE: *November 30, 2017*

ADDRESS: 123 W. PRINCETON DRIVE, PRINCETON, TEXAS 75407

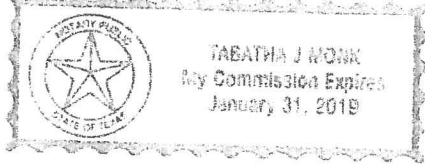
ACKNOWLEDGMENT

STATE OF TEXAS     §  
  §  
COUNTY OF COLLIN   §

Before me, the undersigned authority on this day personally appeared Derek Borg, City Manager of the City of Princeton, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed and as the act and deed of said entity.

  
Notary Public, State of Texas

[Notary Seal]



TOWN OF PROSPER, TEXAS



BY: HARLAN JEFFERSON

TITLE: TOWN MANAGER

DATE: *November 30, 2017*

ADDRESS: P.O. BOX 397, PROSPER, TEXAS 75078

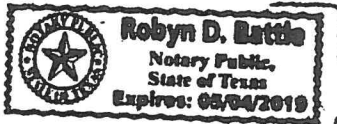
ACKNOWLEDGMENT

STATE OF TEXAS §

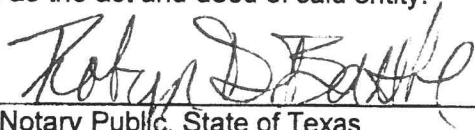
§

COUNTY OF COLLIN §

Before me, the undersigned authority on this day personally appeared Harlan Jefferson, Town Manager of the Town of Prosper, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.



[Notary Seal]

  
\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF RICHARDSON, TEXAS**



**BY: DAN JOHNSON**

**TITLE: CITY MANAGER**

**DATE: November 30, 2017**

**ADDRESS: P.O. BOX 830309, RICHARDSON, TEXAS 75083**

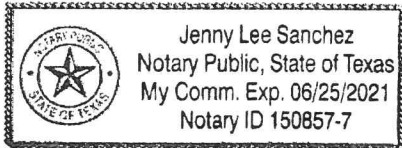
**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**

**§**

**COUNTY OF DALLAS   §**

Before me, the undersigned authority on this day personally appeared Dan Johnson, City Manager of the City of Richardson, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.



[Notary Seal]

  
\_\_\_\_\_  
Notary Public, State of Texas

CITY OF ROCKWALL, TEXAS

*Richard Crowley*

BY: RICHARD CROWLEY

TITLE: CITY MANAGER

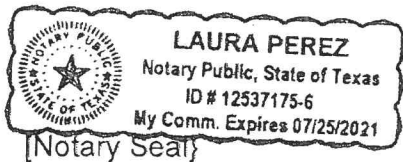
DATE: 9-25-17

ADDRESS: 385 S. GOLIAD, ROCKWALL, TEXAS 75087

ACKNOWLEDGMENT

STATE OF TEXAS       §  
  §  
COUNTY OF ROCKWALL§

Before me, the undersigned authority on this day personally appeared Richard Crowley, City Manager of the City of Rockwall, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.



[Notary Seal]

*Laura Perez*  
\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF SEAGOVILLE, TEXAS**

*Patrick Stallings*

**BY: PATRICK STALLINGS**

**TITLE: CITY MANAGER**

**DATE: November 30, 2017**

**ADDRESS: 702 N. HIGHWAY 175, SEAGOVILLE, TEXAS 75159**

**ACKNOWLEDGMENT**

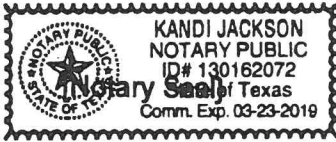
**STATE OF TEXAS       §**

**§**

**COUNTY OF DALLAS   §**

Before me, the undersigned authority on this day personally appeared Patrick Stallings, City Manager of the City of Seagoville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

*Kandi Jackson*  
\_\_\_\_\_  
Notary Public, State of Texas



**NORTH TEXAS MUNICIPAL WATER DISTRICT**

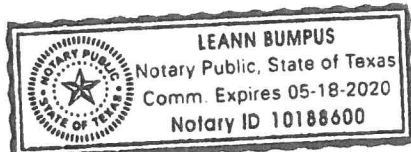
*Thomas W. Kula*

**BY: THOMAS W. KULA**  
**TITLE: EXECUTIVE DIRECTOR**  
**DATE: November 30, 2017**  
**ADDRESS: 501 E. BROWN STREET, WYLIE, TEXAS 75098**

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF COLLIN   §**

Before me, the undersigned authority on this day personally appeared Thomas W. Kula, Executive Director of the North Texas Municipal Water District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.



[Notary Seal]

*Leann Bumpus*  
\_\_\_\_\_  
Notary Public, State of Texas



# **EXHIBIT A**

## **MEMORANDUM OF UNDERSTANDING REGARDING DEVELOPMENT OF A REGIONAL CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE (CMOM) PROGRAM**

## **NORTH TEXAS MUNICIPAL WATER DISTRICT**

### **MEMORANDUM OF UNDERSTANDING REGARDING DEVELOPMENT OF A REGIONAL CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE (CMOM) PROGRAM**

WHEREAS, the City of Allen, the City of Forney, the City of Frisco, the City of Heath, the City of McKinney, the City of Mesquite, the City of Plano, the City of Princeton, the Town of Prosper, the City of Richardson, the City of Rockwall and the City of Seagoville, (individually and collectively the "Communities"), have entered into various contracts (the "Contracts") for the collection, conveyance, and treatment of wastewater from their various systems (the "Systems"); and

WHEREAS, the Contracts do not include explicit provisions related to maintenance, management, and operation of the Systems; and

WHEREAS, each entity has its own unique collection system and appropriations approval by their respective governing body, the program will be implemented consistent with the needs and appropriated funding of each entity; and

WHEREAS, North Texas Municipal Water District ("NTMWD") and the Communities have a goal to improve wastewater collection capacity, management, operations, and maintenance programs of the Systems; and

NOW THEREFORE, NTMWD and the Communities agree to the following:


NTMWD and the Communities shall work together in good faith to establish a model written Regional Capacity, Management, Operations, and Maintenance (CMOM) program related to the following aspects of NTMWD's and Communities' practices, assets, and programs.

- a. Emergency response and mitigation plan,
- b. Collection system cleaning program,
- c. Comprehensive Fats, Roots, Oil, and Grease (FROG) program,
- d. Condition assessment: Force mains, lift stations, manholes, gravity sewers, and service laterals,
- e. Hydraulic modeling capacity assessment,
- f. Formalized operation and maintenance ("O&M") training program including standard operating procedures and classroom training,
- g. Point of entry and flow metering program,
- h. Maintenance management system, and
- i. Framework for identification and implementation of NTMWD and Community capital project needs resulting from condition and capacity assessments.

This Memorandum of Understanding will be effective the date of the last signature with an awareness all Communities may not participate.

MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 2

AGREED:

  
\_\_\_\_\_  
Thomas W. Kula  
Executive Director, NTMWD

9/14/2015  
\_\_\_\_\_  
Date

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Peter H. Vargas  
City Manager, City of Allen

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Date

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Brian Brooks  
City Manager, City of Forney

\_\_\_\_\_  
Date

\_\_\_\_\_  
George Purefoy  
City Manager, City of Frisco

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Date

\_\_\_\_\_  
Ed Thatcher  
City Manager, City of Heath

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Muehlenbeck  
Interim City Manager, City of McKinney

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Date

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Ted Barron  
City Manager, City of Mesquite

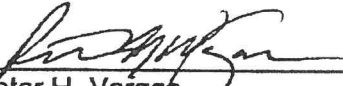
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MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 2

AGREED:

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Thomas W. Kula  
Executive Director, NTMWD

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Date

  
\_\_\_\_\_  
Peter H. Vargas  
City Manager, City of Allen

\_\_\_\_\_  
September 9, 2015  
Date

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Brian Brooks  
City Manager, City of Forney

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Date

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George Purefoy  
City Manager, City of Frisco

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Date

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Ed Thatcher  
City Manager, City of Heath

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Date

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Tom Muehlenbeck  
Interim City Manager, City of McKinney

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Date

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Ted Barron  
City Manager, City of Mesquite

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Date

MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 2

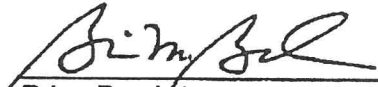
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Thomas W. Kula  
Executive Director, NTMWD

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Date

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Peter H. Vargas  
City Manager, City of Allen

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Brian Brooks  
City Manager, City of Forney

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8/18/2015  
Date

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George Purefoy  
City Manager, City of Frisco

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Ed Thatcher  
City Manager, City of Heath

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Tom Muehlenbeck  
Interim City Manager, City of McKinney

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Ted Barron  
City Manager, City of Mesquite

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MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 2

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Thomas W. Kula  
Executive Director, NTMWD

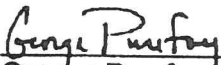
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Peter H. Vargas  
City Manager, City of Allen

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Brian Brooks  
City Manager, City of Forney

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George Purefoy  
City Manager, City of Frisco

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September 1, 2015  
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Ed Thatcher  
City Manager, City of Heath

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Tom Muehlenbeck  
Interim City Manager, City of McKinney

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Ted Barron  
City Manager, City of Mesquite

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MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 2

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Thomas W. Kula  
Executive Director, NTMWD

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Peter H. Vargas  
City Manager, City of Allen


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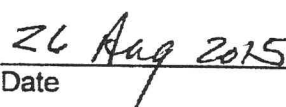
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Brian Brooks  
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City Manager, City of Mesquite

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MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
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Brian Brooks  
City Manager, City of Forney

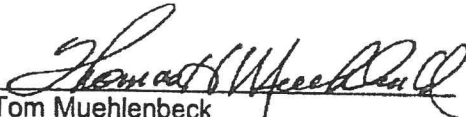
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George Purefoy  
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Interim City Manager, City of McKinney

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Ted Barron  
City Manager, City of Mesquite

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MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 2

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Ted Barron  
City Manager, City of Mesquite

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9-17-15  
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MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 3

  
\_\_\_\_\_  
Bruce D. Glasscock  
City Manager, City of Plano

8/10/15  
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Date

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Derek F. Borg  
City Manager, City of Princeton

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Harlan Jefferson  
Town Manager, Town of Prosper

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Dan Johnson  
City Manager, City of Richardson

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Rick Crowley  
City Manager, City of Rockwall

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Pat Stallings  
Acting City Manager, City of Seagoville

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MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 3

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Bruce D. Glasscock  
City Manager, City of Plano

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Derek F. Borg  
City Manager, City of Princeton

9-8-15  
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Town Manager, Town of Prosper

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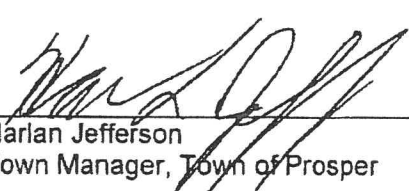
MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 3

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Bruce D. Glasscock  
City Manager, City of Plano

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City Manager, City of Princeton

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Harlan Jefferson  
Town Manager, Town of Prosper

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*9/8/2017*

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Dan Johnson  
City Manager, City of Richardson

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Rick Crowley  
City Manager, City of Rockwall

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Pat Stallings  
Acting City Manager, City of Seagoville

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MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 3

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Bruce D. Glasscock  
City Manager, City of Plano

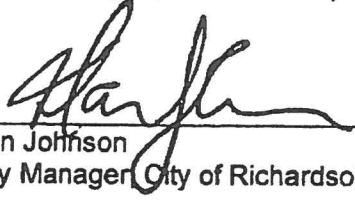
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City Manager, City of Princeton

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Town Manager, Town of Prosper

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Dan Johnson  
City Manager, City of Richardson

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Rick Crowley  
City Manager, City of Rockwall

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Pat Stallings  
Acting City Manager, City of Seagoville

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MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 3

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Bruce D. Glasscock  
City Manager, City of Plano

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Derek F. Borg  
City Manager, City of Princeton

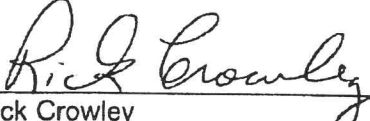
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Harlan Jefferson  
Town Manager, Town of Prosper

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Dan Johnson  
City Manager, City of Richardson

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*TAT*  
  
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Rick Crowley  
City Manager, City of Rockwall

*11/9/15*  
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Date

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Pat Stallings  
Acting City Manager, City of Seagoville

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Date

MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM  
PAGE 3

\_\_\_\_\_  
Bruce D. Glasscock  
City Manager, City of Plano

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Date

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Derek F. Borg  
City Manager, City of Princeton

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Date

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Ray Smith  
Mayor, Town of Prosper

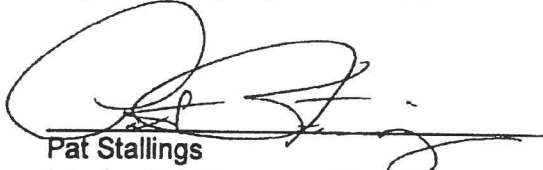
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Dan Johnson  
City Manager, City of Richardson

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Rick Crowley  
City Manager, City of Rockwall

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Date

  
\_\_\_\_\_  
Pat Stallings  
Interim City Manager, City of Seagoville

\_\_\_\_\_  
08/10/2015  
Date