

**MEMORANDUM OF UNDERSTANDING  
BETWEEN NORTH TEXAS MUNICIPAL WATER DISTRICT  
AND COLLIN COUNTY**

**THIS MEMORANDUM OF UNDERSTANDING BETWEEN NORTH TEXAS MUNICIPAL WATER DISTRICT AND COLLIN COUNTY** (“Agreement”), dated as of the 22<sup>nd</sup> day of JANUARY, 2024 (“Effective Date”), is made and entered by and between **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a political subdivision of the State of Texas (“NTMWD”) and **COLLIN COUNTY**, a political subdivision of the State of Texas (“County”) (each individually a “Party” and collectively, the “Parties”).

WHEREAS, this Memorandum of Understanding Agreement is being entered into in order to clarify an Interlocal Cooperation Agreement for the Conveyance of Real Property (the “ILA”) between NTMWD, County, and the City of McKinney that was previously approved by NTMWD’s Board of Directors and the McKinney City Council; and

WHEREAS, the County and NTMWD desire to clarify Sections 2.03 and 2.04 of the ILA.

**ARTICLE ONE  
Incorporation of Recitals**

1.01 The Recitals set forth above are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

**ARTICLE TWO  
Clarification of Sections 2.03 and 2.04 of ILA**

2.01 All capitalized terms used in this Agreement that are not defined herein have the definitions set forth in the ILA.

2.02 NTMWD and County understand and agree that TxDOT is planning to build the Service Road prior to NTMWD’s demolition of the Existing Pavement and the commencement of any work performed for Phase 2 of the Project. If TxDOT does not build the Service Road within the required time in the ILA, then the County will perform its obligations as set out in the ILA.

**ARTICLE THREE  
Effective Date**

3.01 This Agreement shall be effective upon approval by the County Commissioners Court for Collin County, Texas and the NTMWD Board of Directors and subsequent execution by the Parties respective duly authorized representatives. The effective date will be the latter of the dates this Agreement is executed by the Parties authorized representatives (the “Effective Date”).

**ARTICLE FOUR  
Severability**

4.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision,

sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

**ARTICLE FIVE**  
**Successors and Assigns**

5.01 This Agreement shall be binding upon the Parties hereto, their successors and assigns. Neither Party will assign or transfer an interest in this Agreement without the written consent of the other Party.

**ARTICLE SIX**  
**Venue**

6.01 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 a state court in Collin County, Texas.

**ARTICLE SEVEN**  
**Interpretation**


7.01 This Agreement has been negotiated by and between the Parties, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

**ARTICLE EIGHT**  
**Remedies, Non-Waiver**

8.01 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 the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

[Signature Pages Follow]

**COLLIN COUNTY, TEXAS**  
A Texas political subdivision

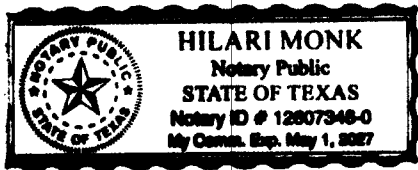
By:   
Chris Hill, County Judge

Date: 23 JAN 2024

STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Chris Hill, County Judge of Collin County, Texas, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative of and for the County of Collin, a Texas political subdivision, and he/she executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 23 day of January, 2024.





Notary Public in and for the State of Texas  
My Commission Expires: May 1, 2027

**INTERLOCAL COOPERATION AGREEMENT  
AMONG NORTH TEXAS MUNICIPAL WATER DISTRICT,  
THE CITY OF MCKINNEY, AND COLLIN COUNTY  
FOR THE CONVEYANCE OF REAL PROPERTY**

**THIS INTERLOCAL COOPERATION AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY** (“Agreement”), dated as of the 22<sup>nd</sup> day of January, 2023 (“Effective Date”), is made and entered by and between the **CITY OF MCKINNEY**, a municipal corporation located in Collin County, Texas, (“McKinney”), **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a political subdivision of the State of Texas (“NTMWD”) and **COLLIN COUNTY**, a political subdivision of the State of Texas (“County”) (each individually a “Party” and collectively, the “Parties”).

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the “Act”); and

WHEREAS, under the Act, property may be sold, assigned, and transferred at market value or for no consideration; and

WHEREAS, McKinney owns and/or maintains 6.076 acres (264,677 square feet) of the Bloomdale Road Right-of-Way, from approximately 700 feet west of Lake Forest Drive to approximately 650 feet west of Baneberry Lane, which is depicted in Exhibit A-1 and attached hereto (the “Bloomdale Property”); and

WHEREAS, McKinney desires to convey and NTMWD desires to purchase the Bloomdale Property for capital improvement projects, including the installation of two water pipelines to support the NTMWD Regional Water System (the “Project”), to occur in two phases of construction; and

WHEREAS, Phase 1 of the Project shall include installing the 1st NTMWD Pipe and performing all work appurtenant thereto, including the relocation of certain city facilities, such as storm drainage, electrical, and communication lines, within the Bloomdale Property as needed for the construction of the 1st NTMWD Pipe and operation of the Bloomdale Road roadway system (“Road System”), as more particularly described in Exhibit B, attached hereto and incorporated by reference;

WHEREAS, Phase 2 of the Project shall include the removal of the Existing Pavement and construction of the 2nd NTMWD Pipe, as more particularly described in Exhibit B, attached hereto and incorporated by reference; and

WHEREAS, NTMWD will allow the currently existing Bloomdale Road pavement (the “Existing Pavement”) to remain open for public use until the proposed U.S. 380 Bypass Service Road from Lake Forest to Ridge Road (the “Service Road”) is constructed by the County and open to the public; and

WHEREAS, NTMWD will grant a right of way easement to McKinney (the “ROW Easement”) to maintain the existing Roadway System as well as the Bloomdale Road storm drainage system (“Drainage System”) prior to the construction of the 2nd NTMWD Pipe; and

WHEREAS, after construction of the 2nd NTMWD Pipe, the ROW Easement will be reduced to only

include a storm drainage easement for Bloomdale Road (the "Drainage Easement"); and  
WHEREAS, NTMWD will clear and maintain the grass median of the Bloomdale Property; and

WHEREAS, MCKINNEY will retain the southernmost 15-foot right-of-way of Bloomdale Road for city infrastructure and franchise utilities that is separate and apart from the Bloomdale Property; and

WHEREAS, the Existing Pavement shall remain in operation until the County completes construction of the Service Road, at which time the County will barricade the Existing Pavement; and

WHEREAS, upon completion of Phase 2 of the Project, the Drainage System will be modified; and

WHEREAS, any existing crossing facilities will require NTMWD to grant easement(s) across the Bloomdale Property; and

WHEREAS, transition pavement will be provided by NTMWD, beginning at the Existing Pavement and running to County Road 123; and

WHEREAS, all work performed as a part of this Agreement shall meet the latest standards of the Code of Ordinances of the City of McKinney, Texas ("McKinney Code").

#### **ARTICLE ONE Incorporation of Recitals**

1.01 The Recitals set forth above are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

#### **ARTICLE TWO Purchase of Land**

2.01 **Conveyance of the Bloomdale Property.** McKinney hereby agrees to sell, assign, and transfer all of its right, title, and interest in and to the Bloomdale Property, containing 6.076 acres of land (264,677 square feet), as described collectively in Exhibits A-2 and A-3, to support NTMWD's capital improvement projects, including the installation of two water pipelines supporting the NTMWD Regional Water System. Additionally, McKinney and County shall convey to NTMWD a variable width (estimated to be 15 to 30 feet) temporary construction easement, depending on NTMWD's needs, along the northern boundary of the Bloomdale Road Right-of-Way during the construction of Phase 1 of the Project. McKinney shall convey Parcel 22A and Parcel 22C of the Bloomdale Property, as described in the field notes contained within Exhibit A-2, to NTMWD by special warranty deed. McKinney shall convey whatever right, title, and interest it has in and to Parcel 22B and Parcel 22D of the Bloomdale Property, as described in the fields notes contained in Exhibit A-3, to NTMWD through a deed without warranty as these parcels were each dedicated to McKinney and/or the public by plat.

2.02 **Purchase Price.** The total consideration to be paid by NTMWD for the Bloomdale Property is \$1,000.00 total.

2.03 **Existing Pavement, Pavement, and Maintenance.** NTMWD will allow the Existing Pavement to remain for public use within, along, and through the Bloomdale Property until the County

completes construction of the Service Road and is open to the public, until which time McKinney will pay for and maintain the existing Road System. NTMWD will clear and maintain the grass median of the Bloomdale Property in compliance with the McKinney Code. NTMWD shall remove the existing asphalt pavement lane from the Existing Pavement to existing County Road 123 (approx. 500 feet east of Baneberry Lane). Once NTMWD paves from existing County Road 123 to Bloomdale Road, NTMWD shall not be responsible for any maintenance or expenses related to said pavement.

2.04 **Service Road.** Collin County, at its sole cost and expense, shall construct the Service Road to be in service for vehicular traffic previously used by the pavement of Bloomdale Road, prior to the demolition of the Existing Pavement, which must occur prior to the commencement of any work performed pursuant to Phase 2 of the Project.

2.05 **15-foot Right of Way.** McKinney will retain the southernmost 15-foot Right-of-Way of Bloomdale Road that is separate and apart from the Bloomdale Property for existing infrastructure including sidewalk, waterline, and franchise utilities.

2.06 **Utility Coordination.** Upon request by McKinney, NTMWD at its own expense shall relocate city facilities out of the Bloomdale Property prior to commencement of Phase 1.

2.07 **Closing.** The Parties agree to close the purchase and sale of the Bloomdale Property no later than 120 days after the Effective Date at a Title Company to be agreed to by the parties.

2.08 **Bloomdale Property Vegetation.** The Bloomdale Property shall be kept clear of vegetation other than grass. If McKinney requires mitigation, then McKinney and NTMWD must negotiate regarding same.

2.09 **Access Drives.** Access shall be provided to the north and south of Bloomdale Road at all existing access locations unless reductions are approved by each of the Parties.

### **ARTICLE THREE**

#### **Effective Date**

3.01 This Agreement shall be effective upon approval by the McKinney City Council, the County Commissioners Court for Collin County, Texas, and the NTMWD Board of Directors and subsequent execution by the Parties respective duly authorized representatives. The effective date will be the latter of the dates this Agreement is executed by the Parties authorized representatives (the "Effective Date").

### **ARTICLE FOUR**

#### **Hold Harmless**

4.01 Each Party does hereby agree to waive all claims against, release, and hold harmless the other Party and its respective officials, officers, directors, agents, employees, in both their public and private capacities, from and against any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

4.02 In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any party individually under Texas law. McKinney shall be responsible for its sole negligence. NTMWD shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**ARTICLE FIVE**  
**Immunity**

5.01 It is expressly understood and agreed that, in the execution of this agreement, neither 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**  
**Notices**

6.01 All notices required under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail, with a copy sent via email, to the addresses below:

McKinney:

Attention:  
Gary Graham, P.E.  
Director of Engineering  
P.O. Box 517  
McKinney, TX 75069  
ggraham@McKinneytexas.org

Collin County:

Attention:  
Clarence Daugherty  
Collin County Director of Engineering  
4690 Community Avenue, Suite 200  
McKinney, TX 75011  
cdaugherty@collincountytexas.gov

NTMWD:

Jennafer P. Covington  
Executive Director and General Manager  
P.O. Box 2408  
Wylie, TX 75098  
jcovington@ntmwd.com

The name, address, and email address for notification may be changed by notice to the other parties.

**ARTICLE SEVEN**  
**Severability**

7.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

**ARTICLE EIGHT**  
**Successors and Assigns**

8.01 This Agreement shall be binding upon the Parties hereto, their successors and assigns. Neither Party will assign or transfer an interest in this Agreement without the written consent of the other Party.

**ARTICLE NINE**  
**Venue**

9.01 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 a state court in Collin County, Texas.

**ARTICLE TEN**  
**Interpretation**

10.01 This Agreement has been negotiated by and between the Parties, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

**ARTICLE ELEVEN**  
**Remedies, Non-Waiver**

11.01 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 the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

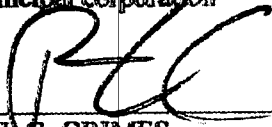
**ARTICLE TWELVE**  
**Entire Agreement**

12.01 This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both Parties.

[Signature Pages Follow]



**CITY OF MCKINNEY, TEXAS**  
a Texas municipal corporation

By:   
PAUL G. GRIMES  
City Manager

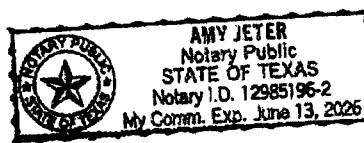
Date: 3/7/24

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

Before me, the undersigned authority, on this day personally appeared PAUL G. GRIMES of City of McKinney, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative of and for the City of McKinney, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 7 day of March, 202<sup>4</sup>.

Notary Public in and for the State of Texas  
My Commission Expires:



**COLLIN COUNTY, TEXAS**  
A Texas political subdivision

By:   
Chris Hill, County Judge


Date: 1 FEB 2024

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

Before me, the undersigned authority, on this day personally appeared Chris Hill, County Judge of Collin County, Texas, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative of and for the County of Collin, a Texas political subdivision, and he/she executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 1st day of February, 2024.



  
Notary Public in and for the State of Texas  
My Commission Expires: May 1, 2027

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

By: Jennifer Covington  
Jennafer P. Covington  
Executive Director/General Manager

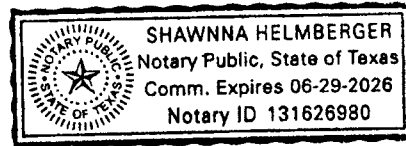
Date: 2/21/24

STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared JENNAFER P. COVINGTON, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the duly authorized representative of and for the NORTH TEXAS MUNICIPAL WATER DISTRICT, a Texas political subdivision, and she executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 21 day of February, 2024.

Shawna Helmburger  
Notary Public in and for the State of Texas  
My Commission Expires: 06/29/2026



# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **RESOLUTION NO. 23-44**

### **A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN AMONG NORTH TEXAS MUNICIPAL WATER DISTRICT, THE CITY OF MCKINNEY, AND COLLIN COUNTY FOR THE CONVEYANCE OF REAL PROPERTY**

**WHEREAS**, the North Texas Municipal Water District ("NTMWD"), a Texas conservation and reclamation district and political subdivision of the State of Texas, the City of McKinney, a municipal corporation located in Collin County, Texas, ("McKinney"), and Collin County, a political subdivision of the State of Texas ("County") agree to enter into an interlocal cooperation agreement; and

**WHEREAS**, from which McKinney owns and/or maintains portions of Bloomdale Road Right-of-Way, from approximately 700 feet west of Lake Forest Drive to approximately 650 feet west of Baneberry Lane; and

**WHEREAS**, McKinney desires to convey and NTMWD desires to purchase the Bloomdale Property for capital improvement projects, including the installation of two water pipelines to support the NTMWD Regional Water System, to occur in two phases of construction; and

**WHEREAS**, in Phase 1, NTMWD will install the first of two water pipelines including all appurtenant work including the relocation of certain city facilities within the Bloomdale Road ROW. During the construction of the first pipeline, the Bloomdale Road roadway system will remain in operation and NTMWD will maintain vehicular access; and

**WHEREAS**, in Phase 2, NTMWD will remove the existing pavement of Bloomdale Road and the construction of the second water pipeline.

**WHEREAS**, Collin County ensures construction of the proposed U.S. 380 Bypass Service Road from Lake Forest to Ridge Road prior to the removal of the existing Bloomdale Road pavement and the installation of the second water pipeline; and

**WHEREAS**, NTMWD will grant a right of way easement to McKinney to maintain the existing roadway system as well as a storm drainage easement for the Bloomdale Road storm drainage system prior to the construction of the second NTMWD pipeline; and

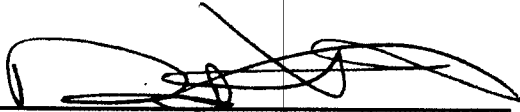
**WHEREAS**, McKinney will retain the southernmost 15-foot right-of-way of Bloomdale Road for city infrastructure and franchise utilities that is separate and apart from the Bloomdale Road roadway system; and

**WHEREAS**, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas local governments to contract with one or more other local governments to perform governmental functions and services under the terms of said Act; and

**WHEREAS**, the governing bodies of each Party find that this Project or undertaking is necessary for the benefit of the public and that each Party has the legal authority to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS**, the Parties, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefore only from current revenues legally available to such Party;

**THIS RESOLUTION ADOPTED BY THE NTMWD BOARD OF DIRECTORS IN A REGULAR MEETING ON DECEMBER 21, 2023, IN THE ADMINISTRATIVE OFFICES OF THE NTMWD, WYLIE, TEXAS.**



**DAVID HOLLIFIELD, Secretary**



**RICHARD REASLEY, President**

*George Crump, Vice President  
Presiding Officer in absence  
of President Peasley*

