

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR CONSTRUCTION OF
	§	OFF-SITE FACILITIES TO PROVIDE WATER SERVICE TO
COUNTY OF	§	THE LAKE LEWISVILLE RAW WATER PUMP STATION
DENTON		

This Interlocal Agreement for Construction of Off-Site Facilities to Provide Water Service to the Lake Lewisville Raw Water Pump Station (“Agreement”) is made between Lake Cities Municipal Utility Authority (“LCMUA”) and the City of Denton, Texas (“Denton”), acting by and through their respective authorized officers.

#### RECITALS

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, allows local governmental entities to contract with each other to perform governmental functions or services; and

WHEREAS, LCMUA, a governmental entity created under Section 59, Art. XVI of the Texas Constitution, holds the certificate of convenience and necessity to provide water service in the territorial boundaries of the Town of Hickory Creek; and

WHEREAS, Denton, a home-rule municipality organized under the laws of the State of Texas, operates and maintains Lake Lewisville Raw Water Pump Station, located in the territorial limits of the Town of Hickory Creek, in connection with its water utility services to Denton; and

WHEREAS, Denton desires to acquire potable water service and water supply to the Lake Lewisville Raw Water Pump Station, including for fire protection services (“Water Service”), thereby requiring offsite construction for the installation of an 8-inch water-line to connect to LCMUA’s existing water distribution pipeline and other infrastructure improvements within LCMUA’s public right-of-way; and

WHEREAS, Denton desires to partner with LCMUA to place the necessary water infrastructure and facilities in LCMUA’s right-of-way to provide for water service to the Lake Lewisville Raw Water Pump Station; and

WHEREAS, LCMUA agrees to partner with Denton by providing labor for construction and installation of the off-site water infrastructure and facilities necessary to provide Water Service to the Lake Lewisville Raw Water Pump Station (the “Project”), provided: (1) Denton at its sole cost provides the necessary materials for the 8 inch water line, including pipes and facility equipment, for the Project; (2) Denton agrees to pay LCMUA \$45,000 to cover LCMUA’s labor, equipment use, and administrative costs associated with the Project; and

WHEREAS, the parties desire to enter into an Interlocal Agreement for the purposes of construction and installation of the off-site water infrastructure necessary to provide potable water service and water supply for fire protection purposes to the Lake Lewisville Raw Water Pump Station.

and specifications for the water infrastructure and facilities to LCMUA for review. LCMUA's engineer must review and approve the Denton engineer's plans before work will commence.

3.2.2 Denton agrees to procure and provide at its sole cost the materials (including embedment and sand), pipes, casings, fire hydrant, meters and other equipment for the placement of infrastructure and facilities necessary to provide Water Service to the Lake Lewisville Raw Water Pump Station (hereinafter referred to collectively as "Materials").

3.2.2.1 The parties anticipate boring under the roadway for the installation and connection of the water infrastructure necessary for this project. In the event LCMUA is unable to bore under and across the roadway, Denton agrees at its sole cost to repair or replace the right(s)-of-way damaged by the performance of work for the project.

### 3.3 Construction.

3.3.1. LCMUA agrees to provide the labor and to use its equipment for installation and construction of the off-site water infrastructure and facilities for the Project. LCMUA will install and construct the off-site water infrastructure and facilities in accordance with the Denton engineer's designs and plans approved by LCMUA's engineer. LCMUA's approval of the Denton engineer's designs and plans shall not be unreasonably denied or delayed.

3.3.2. Denton is responsible for the construction and installation of all on-site water infrastructure and facilities necessary to provide potable water service to the Lake Lewisville Raw Water Pump Station. LCMUA will make the connection from the on-site waterline to LCMUA's water distribution system, which connection shall be metered.

### 3.4 Maintenance.

3.4.1 After completion of the installation and construction, LCMUA shall own and maintain the off-site water infrastructure and facilities constructed and installed to provide Water Service to the Lake Lewisville Raw Water Pump Station.

3.4.2 Denton shall be responsible for the maintenance of its on-site water infrastructure and facilities.

## ARTICLE IV FEES

4.1 Payment for Services. Denton agrees to pay LCMUA the amount of forty-five thousand and 00/100 dollars (\$45,000) for LCMUA's labor and administrative costs in connection with the Project. LCMUA will provide an invoice to Denton on completion of the work on the Project, and Denton agrees to pay the invoice within 30 days of receipt.

4.2 Impact and Tap Fees. Denton further agrees to pay all fees required by LCMUA under adopted orders and resolutions, including all applicable impact and tap fees. Any impact and tap fees

7.3 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

7.4 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

7.5 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

7.6 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.7 It is expressly understood and agreed that in the execution of this Agreement, neither party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

#### ARTICLE VIII AUTHORIZATION

Each party warrants and agrees that the person signing on behalf of the party is an authorized representative with full authority to bind the party to the terms and conditions of this Agreement, and has the necessary authority to execute this Agreement on behalf of the undersigned party.

EXECUTED this 6 day of MARCH, 2023.

LAKE CITIES MUNICIPAL UTILITY AUTHORITY

By: \_\_\_\_\_

Mike Fairfield  
Mike Fairfield, General Manager

CITY OF DENTON, TEXAS

By: \_\_\_\_\_  
Name and Title:

ATTEST: \_\_\_\_\_  
City Secretary