

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND  
NORTH TEXAS MUNICIPAL WATER DISTRICT  
FOR REPLACEMENT AND IMPROVEMENT OF WASTEWATER DIVERSION STRUCTURE**

**THIS AGREEMENT** is made and entered on \_\_\_\_\_, 2025 (the "Effective Date") by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano," and **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a political subdivision of the State of Texas hereinafter referred to as "NTMWD," as follows:

**W I T N E S S E T H:**

**WHEREAS**, Plano is a political subdivision and NTMWD is a political subdivision of the State of Texas within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and NTMWD to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, NTMWD owns and maintains the Prairie Creek Relief Sewer Control Structure as part of a flow optimization plan for the Upper East Fork Interceptor System (UEFIS); and

**WHEREAS**, the City is building a parallel interceptor (Plano Parkway Parallel Interceptor Project 7294) to improve wastewater conveyance in the Upper East Fork Interceptor System which will eliminate the need for the Prairie Creek Relief Sewer Control Structure as a gravity system; and

**WHEREAS**, the City will remove the existing Prairie Creek Relief Sewer Control Structure and replace it with a sluice gate to allow for bypass pumping; and

**WHEREAS**, the City and NTMWD wish to memorialize their agreement on the ownership, maintenance, and operation of the new sewer line and valve.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**I.**

**CONSTRUCTION AND OPERATION**

1.1 Description of Facilities. The facilities will consist of the replacement of an existing electronic diversion structure with a manually operated 8-foot diameter sluice gate manhole (the "Facilities") as shown on Attachment A.

1.2 Construction of Facilities. Plano shall construct the Facilities at its sole cost and expense.

1.3 Drawings and Information. It is agreed that the Facilities shall be constructed in accordance with Attachment A.

1.4 Ownership of the Facilities. It is agreed and understood that ownership of the Facilities and liability for the Facilities shall rest with Plano. NTMWD shall have no ownership interest in the Facilities or responsibility for the operation of the Facilities.

1.5 Maintenance of the Facilities. It shall be the responsibility of Plano to maintain the Facilities for its useful life at Plano's sole cost and expense. NTMWD will continue to maintain its existing manhole.

1.6 Use of the Facilities. Plano and NTMWD will coordinate the use of the Facilities. If NTMWD determines that bypass pumping is needed, NTMWD will contact Plano at the numbers provided in Paragraph 1.8 below, including its Ridgeview Pump Station, before activating use. If Plano determines that bypass pumping is needed, Plano will contact NTMWD's Operations Department at the number provided in Paragraph 1.8 below before activating use. Plano shall provide NTMWD use of its easements for any bypass pumping operations and shall provide NTMWD with all necessary assignments and/or licenses of said easements, as determined by NTMWD. Unless emergency operations are approved by the counter party, the party initiating use of the Facilities shall provide the counter party with a by-pass plan 14 days prior to its planned by-pass pumping operation and will be responsible for the set-up, cost, monitoring, and removal of the bypass pumping.

1.7 Occurrence of Sanitary Sewer Overflow ("SSO"). If as a result of use of the Facilities, a SSO occurs, the party who initiated the use of the Facilities shall be responsible for reporting and cleanup of the SSO. In accordance with TCEQ regulations, each party will be responsible for reporting SSOs from their own facilities. If the SSO occurs within the bypass pumping system then the party who initiated the use of the Facilities shall report the SSO.

1.8 Party's Contact Information

a. The following telephone numbers shall be used to contact Plano:

- City of Plano Public Works Department: 972-769-4140
- City of Plano Ridgeview Pump Station (After Hours): 972-727-1623
- City of Plano Engineering Department: 972-941-7152

b. The following telephone number shall be used to contact NTMWD:

- NTMWD Operations Department (Ask to speak with Wastewater Admin Technician or Wastewater Conveyance Manager): 972-442-5405
- NTMWD Operations Department (Ask to speak with Wastewater Admin Technician or Wastewater Conveyance Manager): 972-442-5405
- NTMWD Wilson Creek Control Room (24 hours) (Ask to speak with Wastewater Conveyance Supervisor or On-call Operator): 469-626-4900

II.  
**GENERAL PROVISIONS**

2.1 Term of Agreement. This Agreement shall be in force and effect from the Effective Date until all obligations contemplated herein are completed.

2.2 Address and Notice. Unless otherwise provided in this Agreement, 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 must be in writing and may be given or served in any reasonable manner necessary to reach each of the other parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, shall be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method shall be effective when received. For the purpose of Notice, the addresses of the parties shall be, until changed as hereafter provided, as follows:

North Texas Municipal Water District  
501 East Brown Street  
P.O. Box 2408  
Wylie, TX 75098

City of Plano, Texas  
1520 K Avenue  
P.O. Box 860358  
Plano, TX 75086-0358

Any party may change the address for notice by giving notice of such change in accordance with the provisions of this section.

2.3 State and Federal Laws, Rules, Order, or Regulations. This Agreement is subject to all applicable Federal and State Laws and 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.

2.4 Liability. The parties agree and acknowledge that each party is not an agent of the other party and that each party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents or employees in conjunction with each party's performance under this Agreement.

2.4 Assignment. This Agreement shall not be assignable by either party in whole or in part without the written consent of the non-assigning party, which consent shall not be unreasonably withheld.

2.5 Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the Laws of the State of Texas.

2.6 Venue. It is specifically agreed by the parties to this Agreement, that Collin County, Texas is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provisions hereof, the same shall be brought in Collin County, Texas.

2.7 General. The provisions of this Agreement are severable, and if any provision or part

of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

2.8 Immunity. 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.

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

2.10 Governmental Functions. The Parties acknowledge and agree that the performance by NTMWD and Plano of their respective obligations under this Agreement constitute governmental functions.

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

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

Date: \_\_\_\_\_

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

Jennafer P. Covington  
EXECUTIVE DIRECTOR / GENERAL  
MANAGER

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

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

Mark D. Israelson  
CITY MANAGER

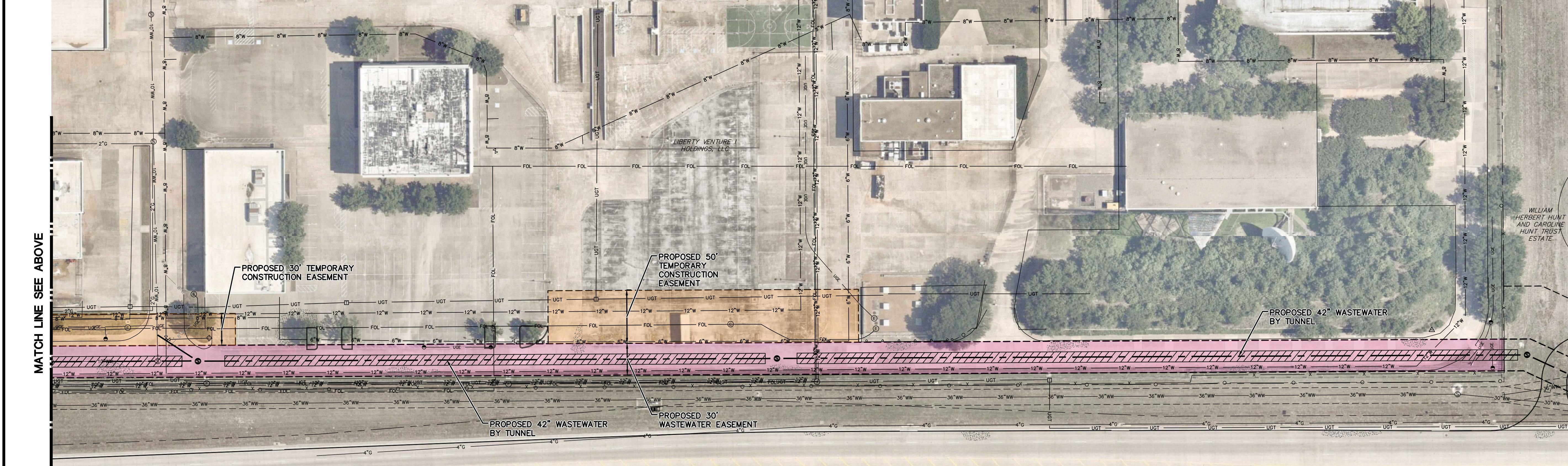
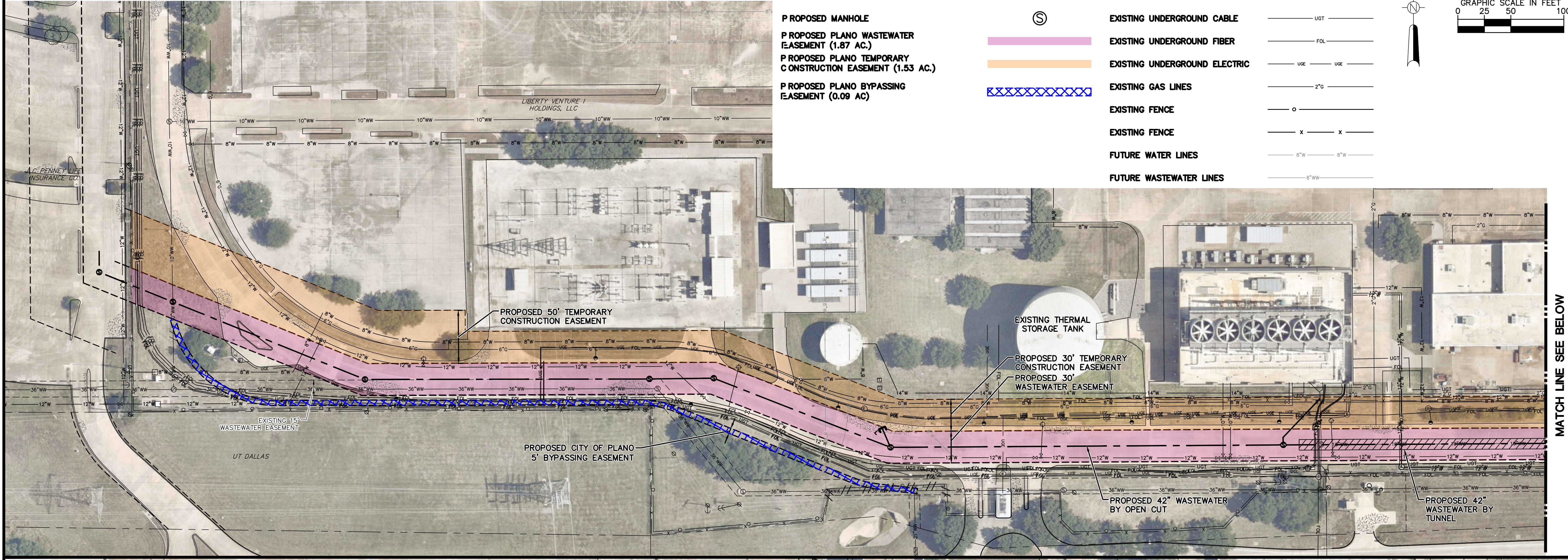
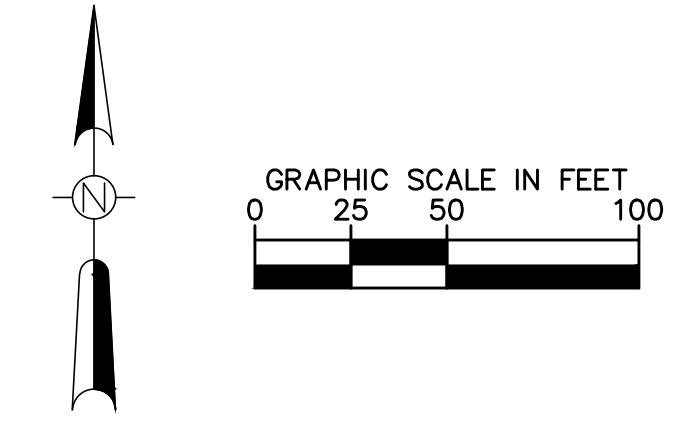
APPROVED AS TO FORM

\_\_\_\_\_  
For Page Mims, CITY ATTORNEY

# Exhibit A

## LEGEND

|  |  |                                      |  |
|--|--|--------------------------------------|--|
| <b>PROPOSED WASTEWATER LINE</b>                                    |  | <b>EXISTING WATER LINES</b>          |  |
| <b>P PROPOSED TUNNEL</b>   |  | <b>EXISTING WASTEWATER LINES</b>     |  |
| <b>P PROPOSED MANHOLE</b>  |  | <b>EXISTING UNDERGROUND CABLE</b>    |  |
| <b>P PROPOSED PLANO WASTEWATER EASEMENT (1.87 AC.)</b>             |  | <b>EXISTING UNDERGROUND FIBER</b>    |  |
| <b>P PROPOSED PLANO TEMPORARY CONSTRUCTION EASEMENT (1.53 AC.)</b> |  | <b>EXISTING UNDERGROUND ELECTRIC</b> |  |
| <b>P PROPOSED PLANO BYPASSING EASEMENT (0.09 AC.)</b>              |  | <b>EXISTING GAS LINES</b>            |  |
|  |  | <b>EXISTING FENCE</b>                |  |
|  |  | <b>EXISTING FENCE</b>                |  |
|  |  | <b>FUTURE WATER LINES</b>            |  |
|  |  | <b>FUTURE WASTEWATER LINES</b>       |  |



**Kimley»Horn**

Team Lead of Professional Engineers Firm: KHA  
 13455 North Road, Two Galena Office Towers, Suite 700, Dallas, TX 75242 972-770-1900

| No. | Revision | By | Date |
|-----|----------|----|------|
|     |          |    |      |

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

KYLE S. SANDERSON P.E.  
 SERIAL NO. 113370  
 DATE: JUNE 2024

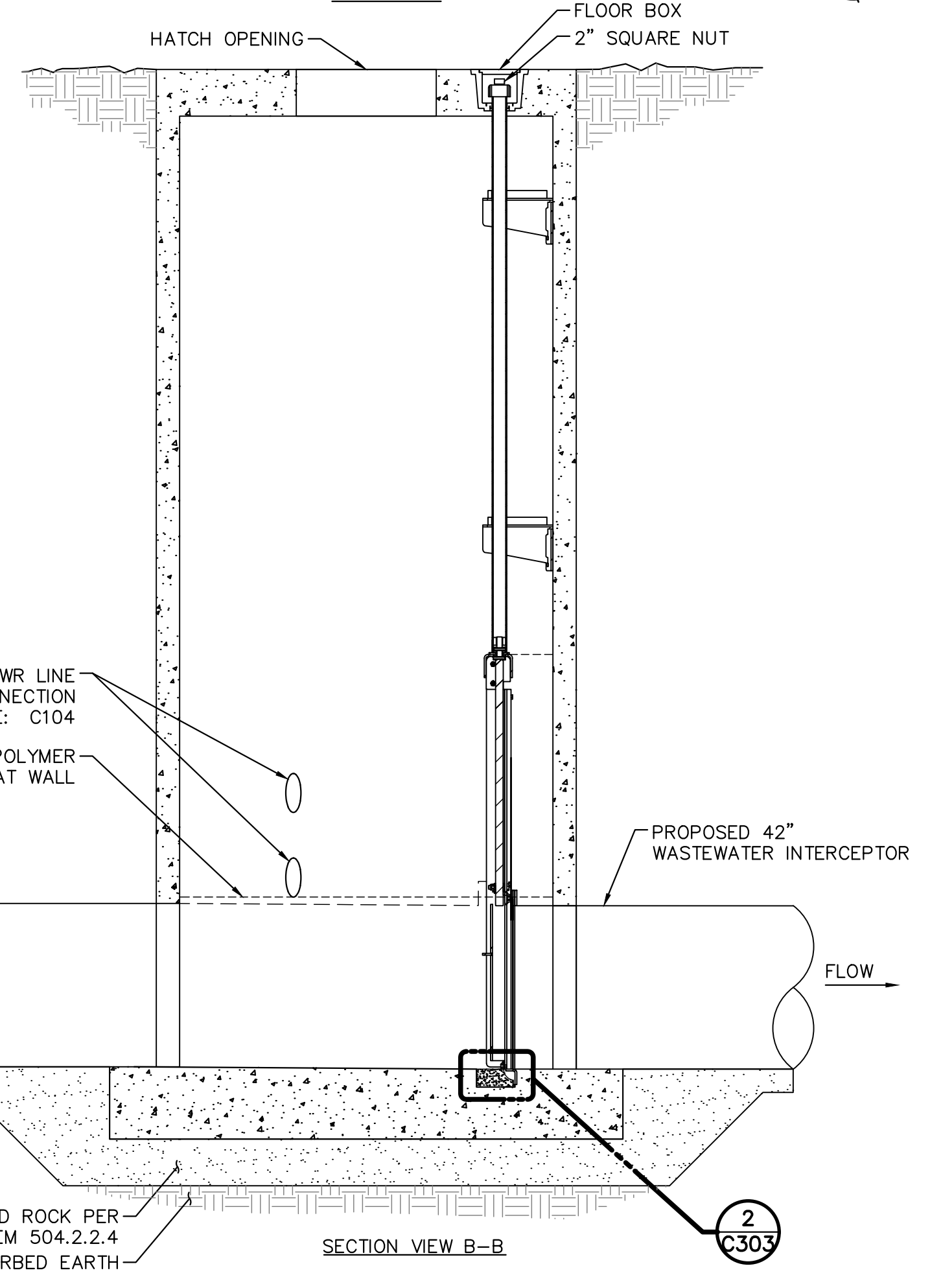
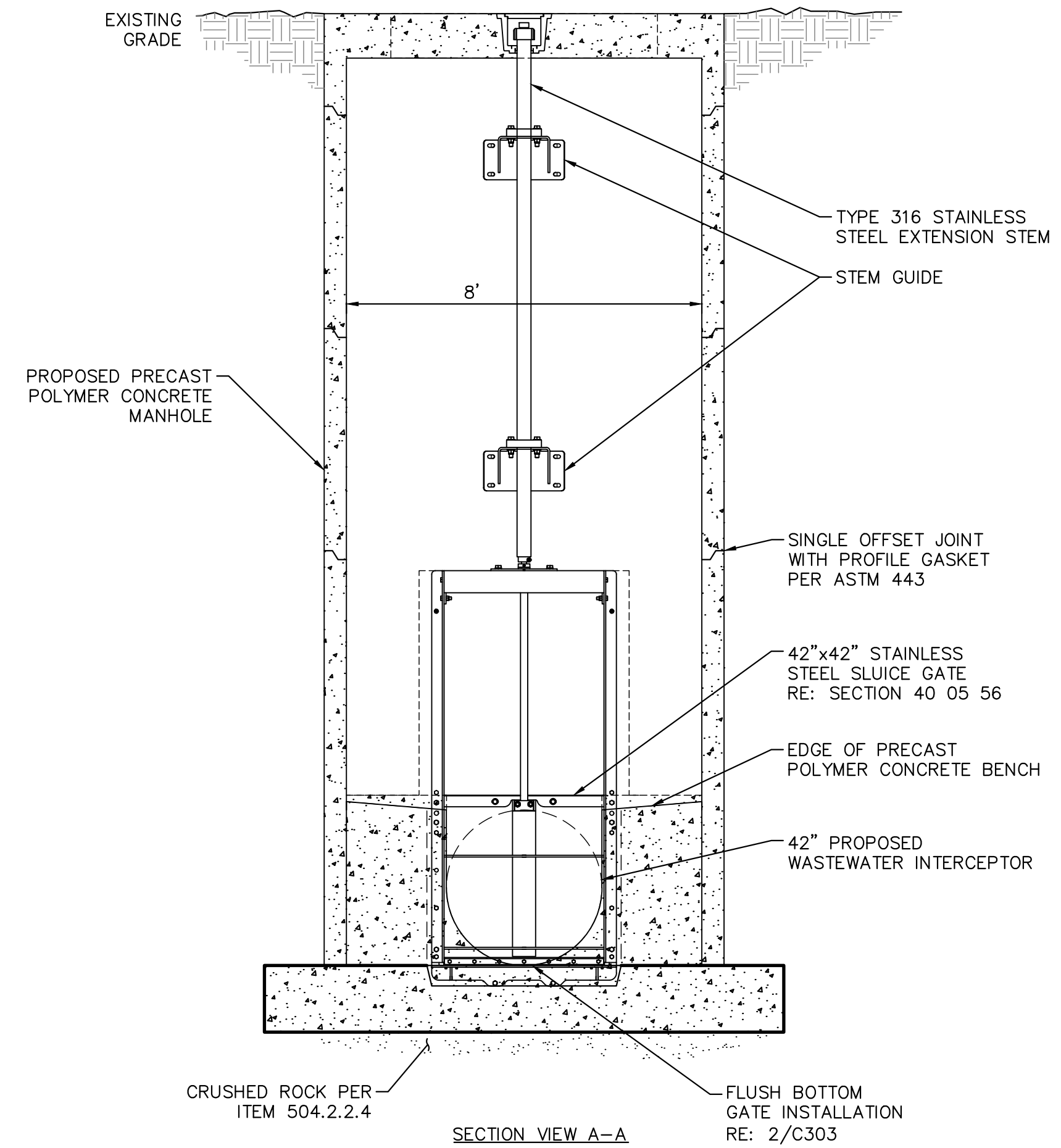
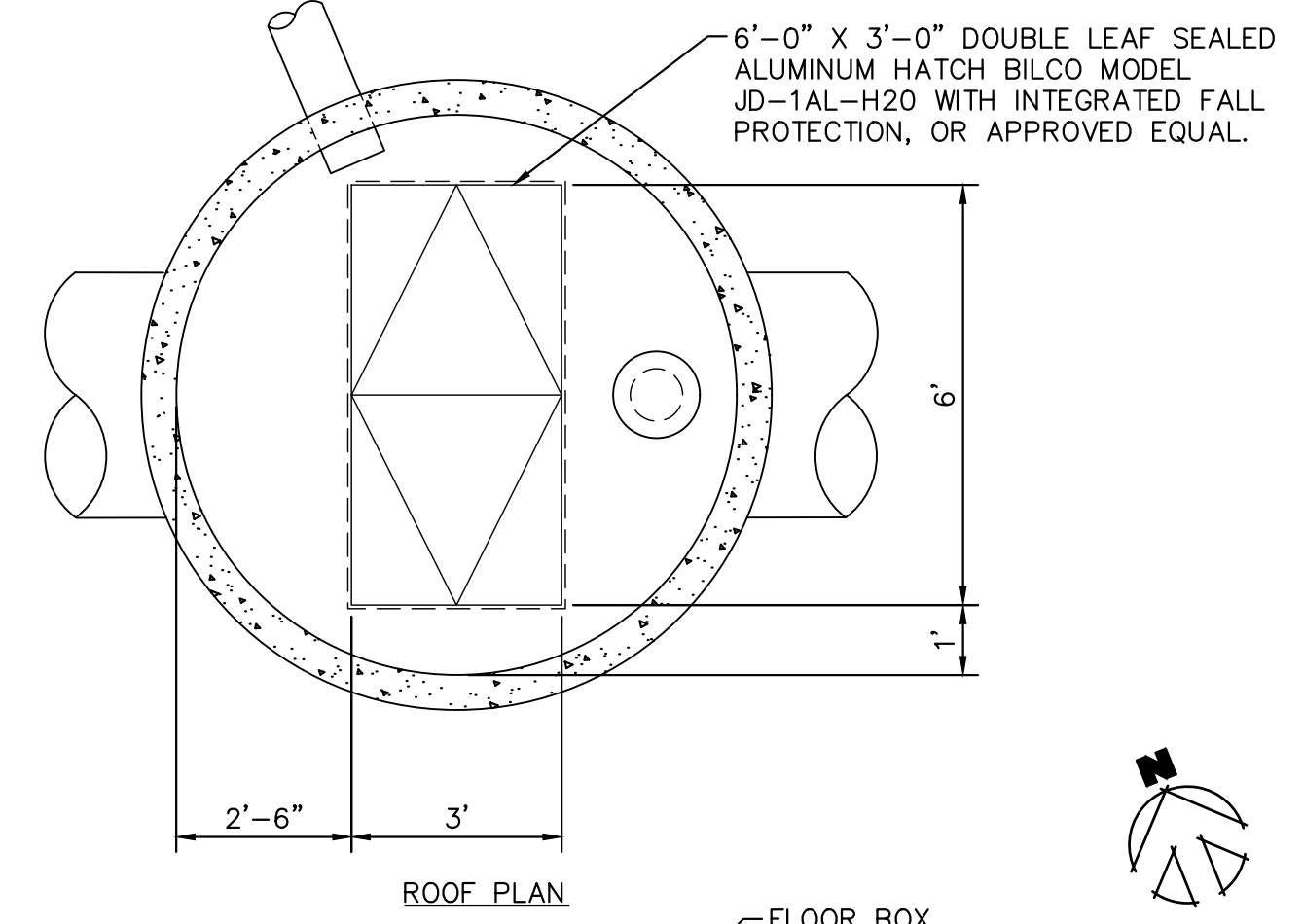
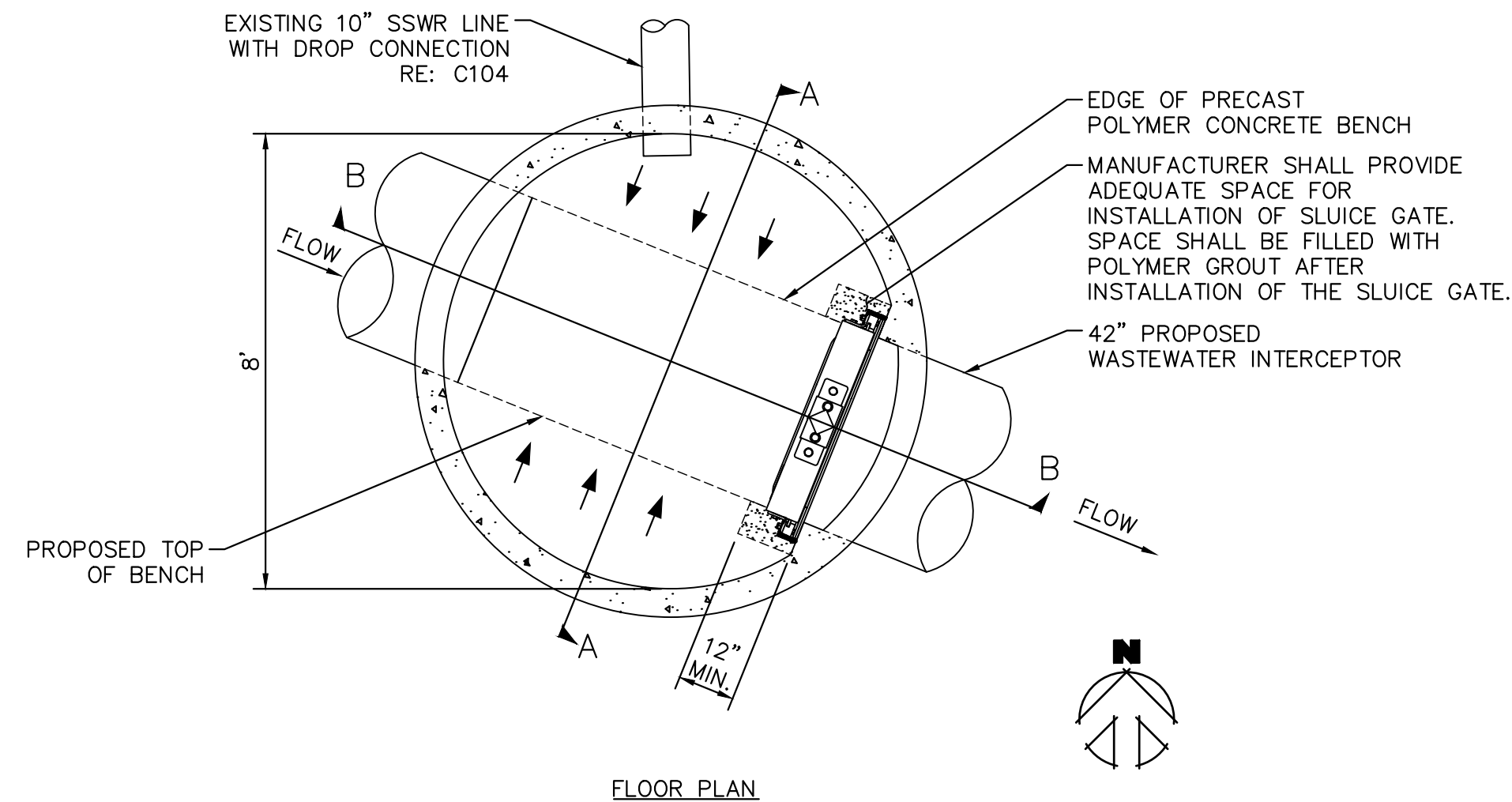
**City of Plano**  
**SEWER IMPROVEMENTS**  
**PLANO PARKWAY**  
**PARALLEL INTERCEPTOR**  
**PROJECT 7294**

**DIVERSION BYPASS EASEMENT**

DATE: JUNE 2024  
 DESIGN: JCO  
 DRAWN: JDT  
 CHECKED: KSS  
 KHA NO.: 063261081

SHEET

K:\AP\AL Municipal\063261081 - Plano Interceptor\dwg\11-10-2024\0603 - RT - D:\c:\licensing\2024\0603 - RT - D:\c:\licensing\2024\0603 - RT - D:\c:\licensing\2024\0603 - RT



**RELEASE FOR CONSTRUCTION**

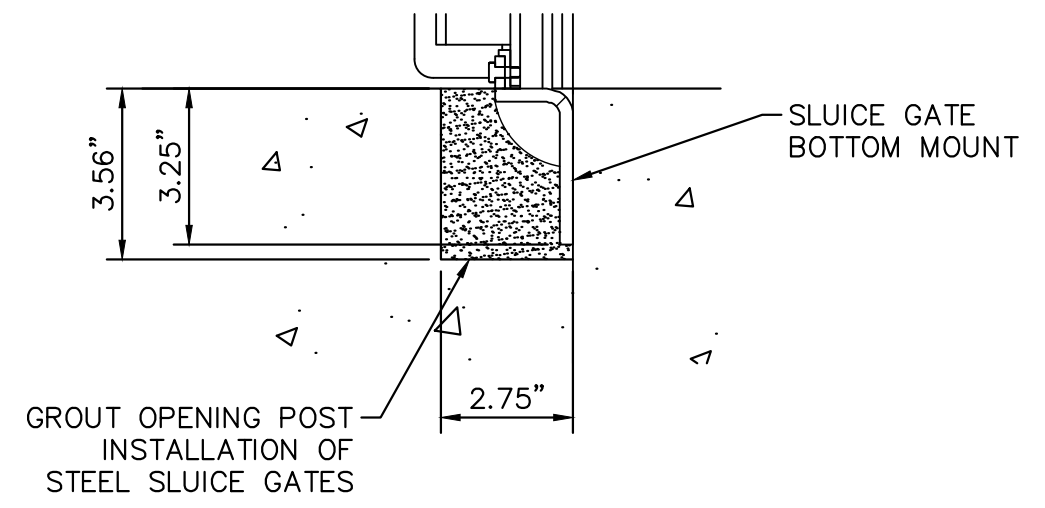
NOTICE

Notify City of Plano Engineering Construction Inspection of least 48 hours prior to any construction. Release does not waive the true intent of the standard specifications or construction documents.

Sept. 10, 2024

By: *B. Coleb Thornhill*

B. Coleb Thornhill, Director of Engineering



**NOTES:**

1. SLUICE GATE SHALL BE INSTALLED AT THE MANHOLE MANUFACTURER'S FACTORY. MANHOLE MANUFACTURER SHALL BE RESPONSIBLE FOR PROVIDING THE MANHOLE AND GATE AS A COMPLETE UNIT.

**1**

**8' Dia. Sluice Gate MH STA 52+14.28 DETAIL**

**C303**

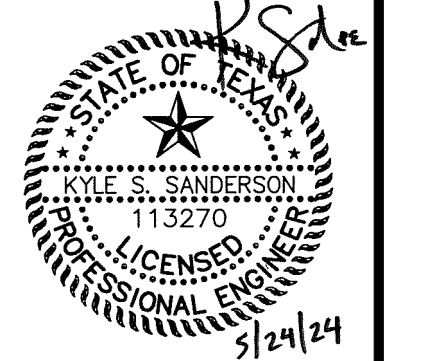
SCALE: 3/8" = 1'-0"

**2**

**Bottom Mount Opening DETAIL**

**C303**

SCALE: 3" = 1'-0"



**City of Plano**

**SEWER IMPROVEMENTS**

**PLANO PARKWAY**

**PARALLEL INTERCEPTOR**

**PROJECT 7294**

**CONSTRUCTION DETAILS**

|          |           |
|----------|-----------|
| DATE:    | MAY 2024  |
| DESIGN:  | JCO       |
| DRAWN:   | JDT       |
| CHECKED: | KSS       |
| KHA NO.: | 063261081 |

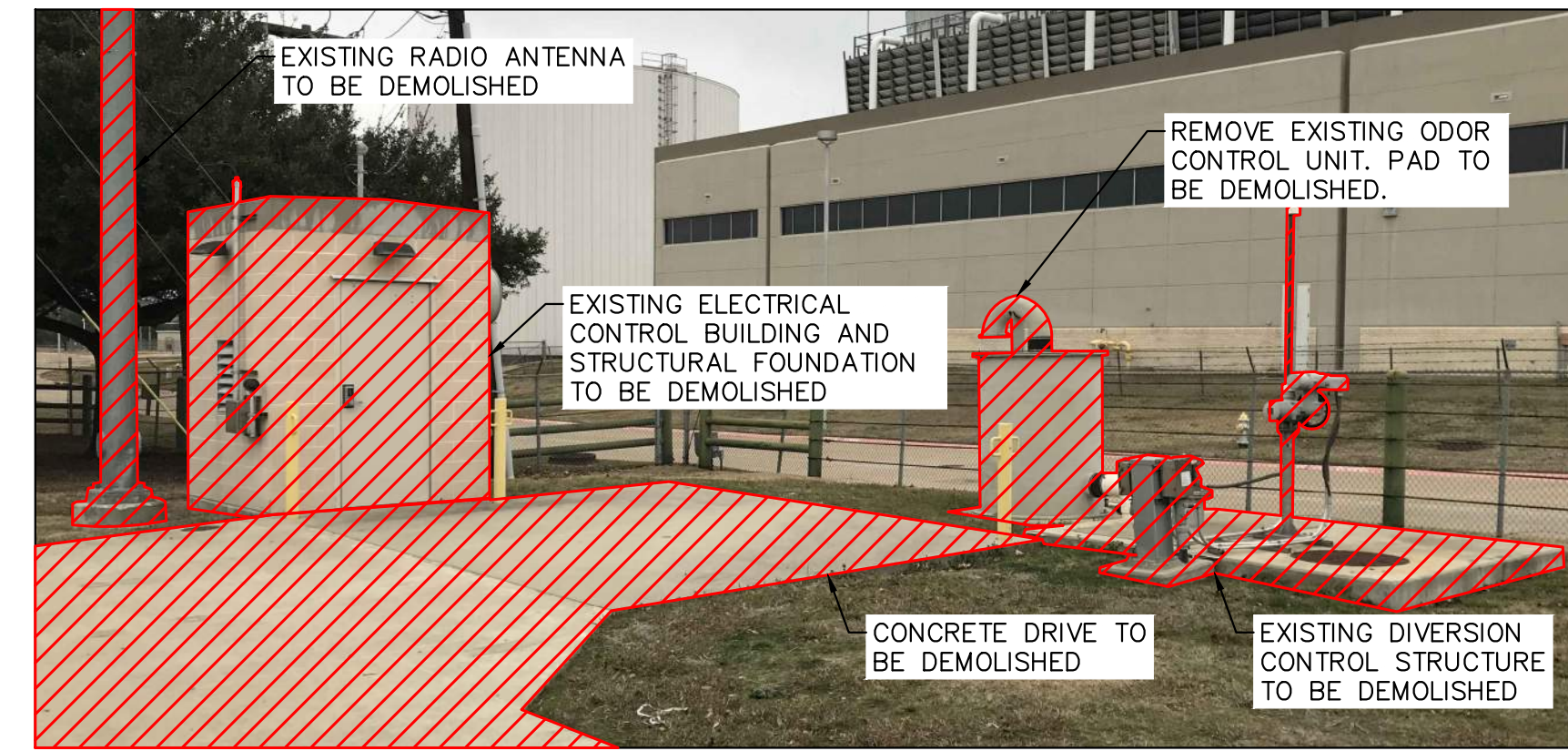
**C303**

SEQ. **37**

**NOTES**

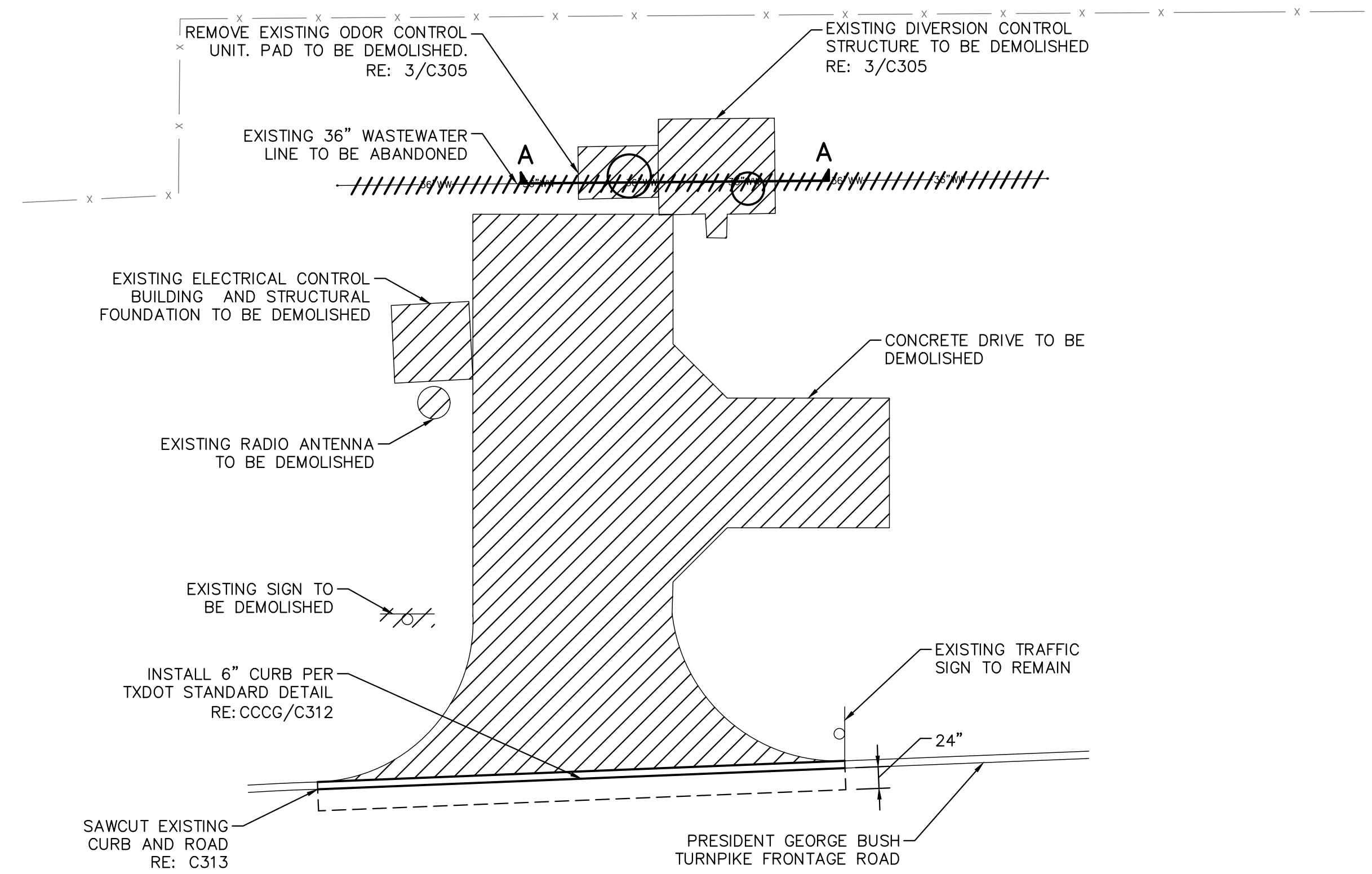
- DEMOLITION SHALL OCCUR AFTER PROPOSED INTERCEPTOR HAS BEEN FULLY CONSTRUCTED, TESTED AND APPROVED BY CITY OF PLANO.
- NTMWD MAY ELECT TO SALVAGE ANYTHING MARKED TO BE REMOVED OR DEMOLISHED. THE CONTRACTOR SHALL COORDINATE WITH NTMWD PRIOR TO DEMOLITION.
- ANYTHING REMOVED, UNLESS SALVAGED BY NTMWD, BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF APPROPRIATELY.
- CONTRACTOR SHALL NOTIFY TXDOT AND NTTA 14 DAYS PRIOR TO COMMENCING WORK.
- ALL BARRICADES, WARNING SIGNS, LIGHT DEVICES, ETC. FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS MUST CONFORM TO THE INSTALLATION SHOWN IN THE LATEST VERSION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, TEXAS STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION AND SHOULD BE IN ACCORDANCE WITH STANDARD DETAIL TCP (1-2)-18/C312.
- STRUCTURE IS CURRENTLY OWNED BY NTMWD. FOR ALL WORK ONSITE, CONTRACTOR SHALL COORDINATE WITH NTMWD AT LEAST 14 DAYS IN ADVANCE.
- CONTRACTOR SHALL BE REQUIRED TO SUBMIT A SHUTDOWN PLAN TO NTMWD FOR REVIEW AND APPROVAL. NO WORK SHALL BEGIN UNTIL SHUTDOWN PLAN IS APPROVED.

**RELEASE FOR CONSTRUCTION**  
 NOTICE  
 Notify City of Plano Engineering Construction Inspection at least 48 hours prior to any construction. Release does not waive the true intent of the standard specifications or construction documents.  
 Sept. 10, 2024  
 By: *B. Coleb Thornhill*  
 B. Coleb Thornhill, Director of Engineering



**Relief Structure Site Demolition**

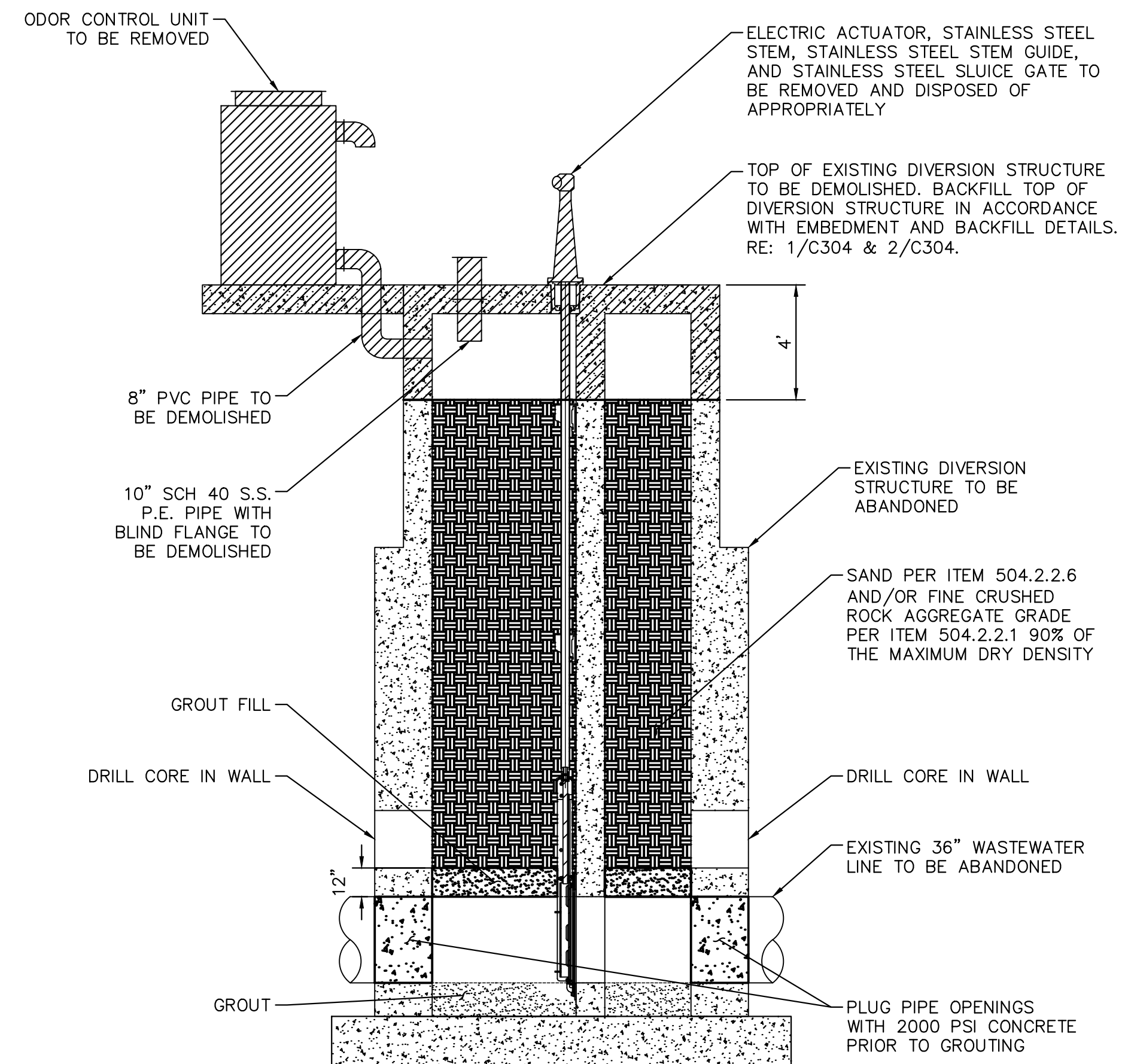
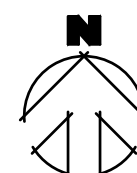
**1**  
**C305**  
 SCALE: NOT TO SCALE



- NOTES:**  
 1. SELECT CURB TYPE TO MATCH EXISTING.

**Relief Structure Site Demolition**  
**PLAN**

**2**  
**C305**  
 SCALE: 1" = 10'



**Relief Structure Demolition**  
**SECTION VIEW A-A**

**3**  
**C305**  
 SCALE: 3" = 1'-0"

**Kimley»Horn**



**City of Plano**  
**SEWER IMPROVEMENTS**  
**PLANO PARKWAY**  
**PARALLEL INTERCEPTOR**  
**PROJECT 7294**

**CONSTRUCTION DETAILS**

DATE: MAY 2024  
 DESIGN: JCO  
 DRAWN: JDT  
 CHECKED: KSS  
 KHA NO.: 063261081

**C305**

SEQ.  
**39**