

City of McKinney's Proposed Deal Points for Memorandum of Understanding with NTMWD Regarding Proposed Water Resource Recovery Facility

Transportation: Future Wilmeth Road and Truck routes

1. To the extent North Texas Municipal Water District ("NTMWD") will dedicate to the City of McKinney (the "City") the full right of way ("ROW") for the future Wilmeth Road in an alignment that's mutually agreeable. However, if agreement cannot be reached regarding the road's alignment, the City will set the road's alignment provided that the alignment selected by the City leaves sufficient area to, at a minimum, fully develop the proposed water resource recovery facility ("Proposed WRRF") to a capacity of 128 million gallons per day ("MGD") annual average daily flow, including buffer areas. In addition, the City will attempt to align the future Wilmeth Road to maximize NTMWD's ability to utilize its property for any future expansion beyond what is currently projected. Both parties agree to attempt to timely determine a mutually agreeable alignment in order to allow NTMWD sufficient time to develop a site plan for the Proposed WRRF.
2. NTMWD shall locate the Proposed WRRF south of the future Wilmeth Road alignment.
3. NTMWD sludge trucks shall be routed to the north along FM 2933 and shall not utilize US 380, unless no other route is available due to unforeseen conditions, such as emergency conditions or road closures.

Utilities and Conveyance routing:

4. NTMWD shall obtain private utility easements for waterlines used to serve the Proposed WRRF. These waterlines shall not be located within the City's planned, future, or existing ROWs, except when utility lines must cross or intersect the ROW, nor shall the lines be used for retail service.
5. NTMWD and the City will diligently attempt to identify a mutually agreeable alignment for sanitary sewer force mains from the NTMWD lift stations to the Proposed WRRF. However, if agreement cannot be reached regarding the force main's alignment, NTMWD will determine the alignment.

Facility Site and Operation:

6. NTMWD shall create a visual barrier to the Proposed WRRF site through the use of natural earthen berms, vegetation, masonry walls, and/or other similar screening materials so that as much of the Proposed WRRF as feasible is not visible from the public ROW. For taller structures that could be visible from public ROW, NTMWD shall construct these with architectural enhancements to compliment the surrounding community to the extent feasible.

7. NTMWD shall implement appropriate odor control measures to mitigate odors originating from the Proposed WRRF as required by applicable TCEQ regulations.
8. NTMWD shall not utilize chlorine gas as its disinfection method for the Proposed WRRF.
9. NTMWD shall not utilize undeveloped area of subject NTMWD property that is not used for the Proposed WRRF units for land application of biosolids (sludge) generated by the wastewater treatment process without first notifying the City of such plans and working to develop a mutually agreeable land application site and processes.
10. NTMWD shall make improvements adjacent to FM 2933 sufficient to accommodate the Proposed WRRF's traffic impact. The improvements will, at a minimum, consider a left turning lane along with a right turn deceleration/acceleration lane.
11. NTMWD shall coordinate with the City regarding to request the voluntary annexation of part or all of the property associated with the Proposed WRRF into the City's corporate limits. Concurrent with such property being annexed, NTMWD will also work with the City planning department to zone the property appropriately.
12. NTMWD shall provide the City with a minimum of 180 days advanced notice of any expansions outside the site plan for 128 MGD annual average daily flow facility. Although no expansions of the WRRF are anticipated at this time, knowing the importance of this facility and its proximate location to the City, NTMWD shall seek input from and coordinate with the City on any such future expansions and work to ensure that NTMWD and the City collectively address any request that the City may have regarding future expansions.
13. NTMWD shall work with the City staff to maintain the riparian corridor and not fill floodplain areas for the subject property.

City Resolution:

14. If the City adopts a resolution supporting the Proposed WRRF's location and construction, the NTMWD Board shall adopt a resolution approving all of the terms proposed herein (collectively known as the "Resolutions"). Notwithstanding the adopted Resolutions, the City and NTMWD acknowledge that this Memorandum of Understanding ("MOU") does not constitute a binding, contractual obligation by either party. Only upon entering into and executing a definitive agreement regarding the matters contained in this MOU shall the City and NTMWD have a binding contractual obligation regarding these matters. Prior to delivery of definitive, executed agreements, and without any liability to the other party, either party may propose different terms from those summarized herein or unilaterally terminate all negotiations with the other party.

X

Paul G. Grimes
City Manager, City of McKinney, Texas

X

Tom Kula
Executive Director & GM, NTMWD

DRAFT