

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE, EXECUTE AND ADMINISTER A WATER TRANSPORTATION AGREEMENT BETWEEN MESQUITE AND THE CITY OF FORNEY, TEXAS, FOR THE TRANSPORTATION OF WATER TO MARKOUT WATER SUPPLY CORPORATION CUSTOMERS; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City of Mesquite, Texas (“**Mesquite**”), and the City of Forney, Texas (“**Forney**”), are member cities of North Texas Municipal Water District (“**NTMWD**”) and obtain their treated water from NTMWD; and

WHEREAS, on September 21, 2020, the City Council of Mesquite approved Resolution No. 44-2020 authorizing the Mesquite’s acquisition of Markout Water Supply Corporation (“**Markout**”); and

WHEREAS, pursuant to the terms of a Wholesale Water Contract, as amended, between Markout and Forney, Markout customers are currently served with water by Forney; and

WHEREAS, upon the closing of Mesquite’s acquisition of Markout, Mesquite will be responsible for serving Markout customers with water; and

WHEREAS, at closing of Mesquite’s acquisition of Markout, Markout will assign to Mesquite its Wholesale Water Contract, as amended, and Forney has consented to such assignment and termination of the contract; and

WHEREAS, until Mesquite has designed and constructed facilities to extend Mesquite’s water system to the Markout water system and connected the Markout water system to Mesquite’s water system, Mesquite will need to transport treated water from NTMWD through Forney’s water system to the Markout water system; and

WHEREAS, Mesquite and Forney desire to enter into a Water Transportation Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes (the “**Agreement**”), to define the expectations and responsibilities of both Mesquite and Forney related to the transport of Mesquite’s treated water from NTMWD through Forney’s water system to the Markout water system; and

WHEREAS, NTMWD staff has reviewed the Agreement and will recommend its approval to the NTMWD Board of Directors, which the Board will consider following approval of the Agreement by Mesquite and Forney; and

WHEREAS, the Agreement is an interlocal agreement between Mesquite and Forney under Chapter 791 of the Texas Government Code; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council finds that the Agreement will accomplish a public purpose and is in the best interest of Mesquite and its citizens.

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

SECTION 1. The facts, recitations and findings contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated and adopted as part of this resolution for all purposes.

SECTION 2. The City Council hereby approves the Water Transportation Agreement, attached hereto as Exhibit A, and authorizes the City Manager to finalize and execute the Agreement and take all actions and execute all documents necessary or requested to consummate the transactions contemplated by the Agreement.

SECTION 3. The City Manager is further hereby authorized to administer the Agreement on behalf of Mesquite including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) approve amendments to the Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase expenditures by Mesquite under the Agreement in excess of \$50,000.00; (iii) consent to the assignment of the Agreement under the terms and pursuant to any assignment provisions of the Agreement; (iv) approve or deny any matter in the Agreement that requires the consent of Mesquite provided, however, notwithstanding the foregoing, any provision of the Agreement that requires the consent of the City Council pursuant to the terms of the Agreement shall require the approval of the City Council; (v) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (vi) exercise any rights and remedies available to Mesquite under the Agreement, including but not limited to termination; and (vii) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 3, provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 4 shall not include the authority to take any action that cannot be delegated by the City Council or that is within the City Council's legislative functions.

SECTION 4. The sections, paragraphs, sentences, clauses and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph or section of this resolution should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any of the remaining phrases, clauses, sentences, paragraphs and sections of this resolution and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, illegal or unenforceable provision had never been included in this resolution.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 7th day of December 2020.

Bruce Archer
Mayor

ATTEST:

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MESQUITE AND THE CITY OF FORNEY

**WATER TRANSPORTATION AGREEMENT
BETWEEN THE CITY OF MESQUITE AND THE CITY OF FORNEY**

This Water Transportation Agreement (“Agreement”) is made by and between the City of Mesquite (“Mesquite”) and the City of Forney (“Forney”) (collectively the “Cities” or “Parties”), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, to be effective on the date of the last signatory to this Agreement (“Effective Date”).

RECITALS

WHEREAS, Mesquite is a member city of the North Texas Municipal Water District (“NTMWD”) and a party to the August 1, 1988 North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract, as amended (“NTMWD Wholesale Agreement”);

WHEREAS, Forney is also a member city of NTMWD and also a party to the NTMWD Wholesale Agreement;

WHEREAS, Mesquite is acquiring Markout Water Supply Corporation’s (“Markout”) water supply system and customers, and will provide water service to the area and customers served by Markout;

WHEREAS, Markout obtains treated water from Forney pursuant to the May 2, 2006 Wholesale Water Contract, as amended by the June 22, 2006 Amendment # 1 to the Wholesale Water Contract (“Markout Wholesale Contract”), and upon the assignment of the Markout Wholesale Contract to Mesquite, to which Forney has consented, the Markout Wholesale Contract terminates;

WHEREAS, until Mesquite has designed and constructed facilities to extend Mesquite’s water system to the Markout water system and connected the Markout water system to Mesquite’s water system, Mesquite will need to transport treated water from NTMWD through Forney’s water system to the Markout water system;

WHEREAS, the Parties understand that Forney’s annual minimum obligations under NTMWD Wholesale Agreement cannot be reduced as a result of the transfer of the Markout water system to Mesquite, but that Mesquite intends to help Forney through the transition;

WHEREAS, the Parties have determined that it is in their respective best interests to enter into this Water Transportation Agreement and for Forney to transport Mesquite’s treated water to the Markout water system.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Cities agree as follows:

ARTICLE 1 DEFINITIONS

“Forney’s NTMWD Point of Delivery” means the point or points where NTMWD delivers treated water to the City of Forney.

“Forney Annual Minimum” means 2,345,109,000 gallons per year, which is the annual minimum as set out in the NTMWD Wholesale Agreement as of August 1, 2020.

“Markout Annual Minimum” means 118,196,000 gallons per year, which is the annual minimum as set out in the Markout Wholesale Agreement as of August 1, 2020.

“Markout Point of Delivery” means the point of connection between the Markout Water System and the Forney water system located at the south entrance to the Forney Middle School Football Field on South Bois D’Arc Street.

“Markout Service Area” means the area identified on **Exhibit A**, attached hereto and incorporated herein.

“Markout Water System” means the water system serving the area identified on **Exhibit A**, attached hereto and incorporated herein.

“Mesquite’s Water” means the water supplied to Mesquite by NTMWD at Forney’s NTMWD Point of Delivery for transport by Forney to the Markout Water System.

“Transportation Rate” means the rate defined in Section 3.1.

“Water Year” means the period of August 1 of each calendar year through July 31 of the next following calendar year, or such other twelve (12) month period designated by NTMWD to all Member Cities and Customer Entities.

ARTICLE 2 TRANSPORTATION OF MESQUITE’S WATER

2.1 Delivery of Mesquite’s Water to Forney. Mesquite shall cause NTMWD to deliver to Forney Mesquite’s Water to Forney’s NTMWD Point of Delivery. The total amount of Mesquite’s Water delivered by NTMWD to Forney shall be determined based on Mesquite’s meter

at the Markout Delivery Point plus a markup of 5% for system losses in Forney's water system. The total amount of Mesquite's Water Mesquite may take at the Markout Delivery Point shall not exceed 1,315 gallons per minute (1,893,600 gallons per day). Forney shall begin transporting Mesquite Water to the Markout Water System upon the close transfer of the Markout Water System to Mesquite.

2.2. Transport of Mesquite's Water to Markout Water System. Forney shall deliver to the Markout Point of Delivery Mesquite's Water at the rate specified in Section 2.1.

2.3. Quality of Water. While transporting Mesquite's Water to the Markout Water System, Forney shall ensure that Mesquite's Water is suitable for human consumption in accordance with all applicable laws, rules, and regulations of this state.

2.4. Shortages. In the event NTMWD reduces the amount of water its supplies to Forney for any reason, Forney may reduce the amount of water it transports for Mesquite to the Markout Water System by a proportionate amount to NTMWD's reduction in its supply of water to Forney.

2.5. Markout Point of Delivery. At the Markout Point of Delivery, Mesquite shall own, operate, and maintain a flow meter and a rate of flow controller to be set according to the rate specified in Section 3.1. All flow meters shall be equipped with Supervisory Control and Data Acquisition transmission devices. Forney agrees to deliver Mesquite's Water at the pressure which is maintained in the Forney water supply system, it being specifically understood that Forney is under no obligation to furnish pressurized treated water to the Markout Point of Delivery for sustaining or increasing, or both, the pressure to include the below mentioned air gap. Mesquite may utilize the pressure which is maintained in the Forney water supply system for movement of water from the Markout Point of Delivery to the point where Mesquite has facilities for sustaining or increasing pressure. Mesquite agrees that it shall take reasonable measures to insure all lines and equipment installed and operated by it and that all lines and pumping facilities which are installed or owned by its customers shall comply with the Plumbing and Sanitation Codes of each Party and the requirements of the Texas Commission on Environmental Quality (TCEQ), as the same now exist or may be modified hereafter. Mesquite must provide an air gap prior to any connections of service.

2.6. Measuring Equipment. Mesquite shall furnish, install, operate, and maintain at its own expense at the Markout Delivery Point the necessary equipment and devices of standard type, as approved by Forney, for measuring properly the quantity of Mesquite's Water transported to the Markout Water System. Forney shall read the meter monthly, and Mesquite shall test and calibrate the meter at intervals of not more than twenty-four (24) months. The cost of all tests shall be borne by Mesquite, provided however, that if any special test is made at the request of Forney, and such meter test discloses that the meter is recording accurately, Forney shall reimburse Mesquite for the cost of such tests. Meters registering not more than one and one-half percent (1½ %) above or below normal shall be deemed to be accurate. The readings of any meter which have

been disclosed by test to be inaccurate shall be corrected for the ninety (90) days preceding the test in accordance with the percentage of inaccuracy found. Should any meter fail to register for any period, the amount payable shall be based on the water delivered in the corresponding period immediately prior to the failure, unless Forney and Mesquite agree to the amount of water furnished during such period. The meters used under this Agreement shall be read on the last day of each calendar month by Forney's operator and shall be available for checking by a representative of Mesquite during normal business hours of Forney. The unit of measurement of water transported under this Agreement shall be one thousand (1,000) gallons of water, U.S. Standard Liquid Measure.

ARTICLE 3 PRICE, TERM, TERMINATION

3.1 Transportation Rate and Charge. The Transportation Rate for Mesquite's Water is \$1.00 per 1,000 gallons of water. The Transportation Charge shall be calculated by multiplying the amount of water delivered by Forney to the Markout Point of Delivery (as measured by the Metering Equipment described in Section 2.6) by the Transportation Rate. If City Council of the City of Forney increases its in-city residential/commercial (non-senior citizen) water rates, Forney may increase the Transportation Rate by the same proportionate amount as the increase in the in-city residential/commercial water rates.

3.2 At the end of the Water Year, if Forney's actual water usage of NTMWD water is less than the Forney Annual Minimum, Mesquite shall pay to Forney an additional amount equal the Forney Annual Minimum minus Forney's actual water usage of NTMWD water during the Water Year up to a maximum of the Markout Annual Minimum. The additional amount will be calculated using the rate charged Forney per 1,000 gallons by the NTMWD during the NTMWD annual payment period that Forney's Annual Minimum was not met ("NTMWD Adder"). The NTMWD Adder will be established each year and billed annually as described above until Forney sets a new annual minimum that is different from the Forney Annual Minimum, or October 1, 2028. If Mesquite closes on the transfer of the Markout Water System during a Water Year, the amount owed by Mesquite at the end of the Water Year, shall be prorated to only include the months Forney delivered Mesquite Water to the Markout Water System. Mesquite additionally shall pay to Forney \$8,500 per month for the first twelve months after the Effective Date of the Agreement, and \$6,500 per month for the following twelve months.

3.3 Billing and Payment. Forney will render bills to Mesquite once each month for the payment required by this Agreement. Forney will bill Mesquite and Mesquite shall pay Forney the Transportation Charge each month during the year. Forney shall, until further notice, render such bills on or before the 10th day of each month and such bills shall be due and payable at Forney's office indicated below by the 20th day of each month or fifteen (15) days after such bill is deposited into the United States mail, properly stamped, addressed and postmarked to Mesquite, whichever is later. Mesquite shall make all payments in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private

debts and shall make payment to Forney at its city offices in Forney, Texas, or at such other place as Forney may from time to time designate by sixty (60) days written notice. Forney shall also notify NTMWD each month of the amount of water it transported for Mesquite to the Markout Water System so that the water delivered by NTMWD to Forney's NTMWD Point of Delivery is properly assigned to Mesquite and Forney.

3.4 Delinquency of Payment. All amounts due and owing to Forney by Mesquite shall be billed and paid monthly, and if not paid when due, bear simple interest at the maximum post-judgment interest rate as set out in Section 304.002, Texas Finance Code, or any successor statute from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate as otherwise permitted by law. If Mesquite at any time disputes the amount to be paid by it to Forney, Mesquite shall nevertheless make the disputed payment or payments within the payment period set forth herein, and notify Forney of the disputed amount. After investigation, if it is subsequently determined by mutual agreement or court decision that the disputed amount paid by Mesquite should have been less or more, Forney shall promptly revise and reallocate Mesquite's payments in a manner that Mesquite or Forney will recover the amount due. If any amount due and owing by Mesquite is placed with an attorney for collection by Forney and Forney prevails, then Mesquite shall pay to Forney, in addition to all other payments provided for by this Agreement, including interest, Forney's reasonable collection expenses, including court costs and attorney's fees. Mesquite further agrees that Forney may, at its option, terminate this Agreement, or it may discontinue transporting Mesquite's Water until all judgment amounts due and unpaid are paid in full with interest as therein specified. Notwithstanding anything in this Agreement to the contrary, the Parties agree that any default shall not result in termination of this Agreement until sixty (60) days after the date that the alleged defaulting Party receives written notice from the non-defaulting Party specifying the default and the requirements to cure the same.

3.5 Conditions Precedent. Forney's obligation to transport Mesquite's Water under this Agreement and Mesquite's obligation to pay the Transportation Charge under this Agreement are conditioned on the following: (1) the Markout Wholesale Contract is assigned to Mesquite and the Markout Wholesale Contract terminates; and (2) Markout withdraws its petition seeking review of Forney's wholesale rates in Docket No. 47814.

3.6 Term.

(a) This Agreement shall be in force and effect until 11:59 p.m. Central time on December 31, 2040, unless terminated pursuant to subsections (b) or (c).

(b) Mesquite may terminate this Agreement at any time and for any reason prior to the date the Markout Wholesale Contract is assigned to Mesquite.

(c) With thirty (30) days written notice, Mesquite may terminate this Agreement for any reason after Forney sets a new annual minimum that is greater than the Forney Annual Minimum or October 1, 2028, whichever is earlier.

3.7 Transition of Markout Water System to Mesquite. On the day Mesquite closes on the transfer of the Markout Water System to Mesquite, Mesquite shall read the Markout Meter and transmit the final Markout Water System meter reading to Forney. Forney shall remit to Mesquite the final Markout Water System invoice and Mesquite shall be responsible for payment of the final invoice.

ARTICLE 4 MISCELLANEOUS

4.1 Regulatory Requirements. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. This Agreement is specifically subject to all applicable sections of the Texas Water Code and the rules of the TCEQ, or any successor agency subject to Section 4.7 below regarding severability and provided that changes in the law shall not be applied retroactively to amend this Agreement unless retroactivity is required by law.

4.2 Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default by either Party, but all such other remedies existing at law or in equity shall be cumulative including, without limitation, specific performance may be availed of by either Party. The prevailing Party shall be entitled to any reasonable attorney's fees, court costs or other expenses incurred in bringing or defending any suit alleging such default or claim. Except as provided in this section and Section 3.3, no Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 15 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if within the applicable cure period the Party to whom notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured within a reasonable period of time. Notwithstanding the foregoing, nothing herein prevents Forney from recovering any amount due from Mesquite for a delinquent payment under section 3.3 above as adjudged in a final judgment.

4.3 Actual Damages. If an event of default shall occur, then the aggrieved Parties shall be entitled to specific performance, and injunctive relief. No party shall be liable or have any responsibility to the other for any indirect, special, consequential, punitive or delay-related or performance-related damages including, without limitation, lost earnings or profits. Such limitation on liability shall apply to any claim or action, whether it is based on whole or in part on agreement, negligence, strict liability, tort, statute or other theory of liability.

4.4 Assignability. Neither Party may assign its rights or obligations under this Agreement without first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

4.5 No Third Party Beneficiaries. This Agreement does not create any third party benefits to any person or entity other than the signatories hereto and their authorized successors in interest, and is solely for the consideration herein expressed.

4.6 Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by all necessary action of the Parties. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties hereto.

4.7 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, this Agreement shall remain in effect and be construed as if the invalid, inoperative, or unenforceable provision had never been in the Agreement, and such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

4.8 Waiver and Amendment. Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by either Party shall not be deemed a waiver by the other Party of the right in the future to demand strict compliance and performance of any provision of this Agreement. No officer or agent of either Party is authorized to waive or modify any provision of this Agreement. No modifications to or recession of this Agreement may be made except by a written document signed by all Parties' authorized representatives.

4.9 Force Majeure. If for any reason of force majeure, either Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then that Party shall give notice of the reasons in writing to the other Party within a reasonable time after the occurrence of the force majeure event. The obligation of the Party giving the notice, so far as it is affected by the force majeure and provided the cause is not reasonably within its control, shall be suspended during the continuance of the inability then claimed, but for no longer period and to no greater extent than the force majeure causes such inability. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order or actions of any kind of government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply including pollution (accidental or intentional), and any other cause not reasonably within the control of either Party.

4.10 Captions. The sections and captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement.

4.11 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

4.12 Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The obligations contained within this Agreement are performable in Kaufman County, Texas. Any action in law or equity brought to enforce or interpret any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Kaufman County, Texas.

4.13 Negotiation by Counsel. The Parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

4.14 Counterparts and Electronic Transmissions. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A telecopied or emailed electronically transmitted facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. However, each party agrees to promptly deliver to the other party an original, duly executed counterpart of this Agreement.

4.15 Legal Construction. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa.

4.16 Notices. Any notice required or contemplated by this Agreement shall be deemed given (i) if mailed via Certified Mail Return Receipt Requested, on the earlier of the date actually received or five business days after mailed, and (ii) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address, when received at the delivery address. All notices shall be addressed as follows:

If to Mesquite:

City of Mesquite, Texas
Attn: City Manager
1515 N. Galloway
Mesquite, TX 75149
Phone: 972-216-6293

And

City of Mesquite, Texas
Attn: City Attorney
1515 N. Galloway

Mesquite, TX 75149
Phone: 972-216-6272

If to Forney:

City of Forney
Attn: City Manager
101 Main Street East
Forney, TX 75126
Phone: 972-564-7300

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party.

4.17 Business Days. In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

4.18 Effective Date. The Effective Date of this Agreement is the date upon which this Agreement was executed by the last Party.

[Signature pages to follow]

CITY OF MESQUITE:

Cliff Keheley, City Manager
City of Mesquite, Texas

Date

ATTEST:

Sonja Land, City Secretary
City of Mesquite, Texas

APPROVED AS TO FORM:

David L. Paschall, City Attorney

CITY OF FORNEY:

Tony Carson, City Manager
City of Forney, Texas

Date

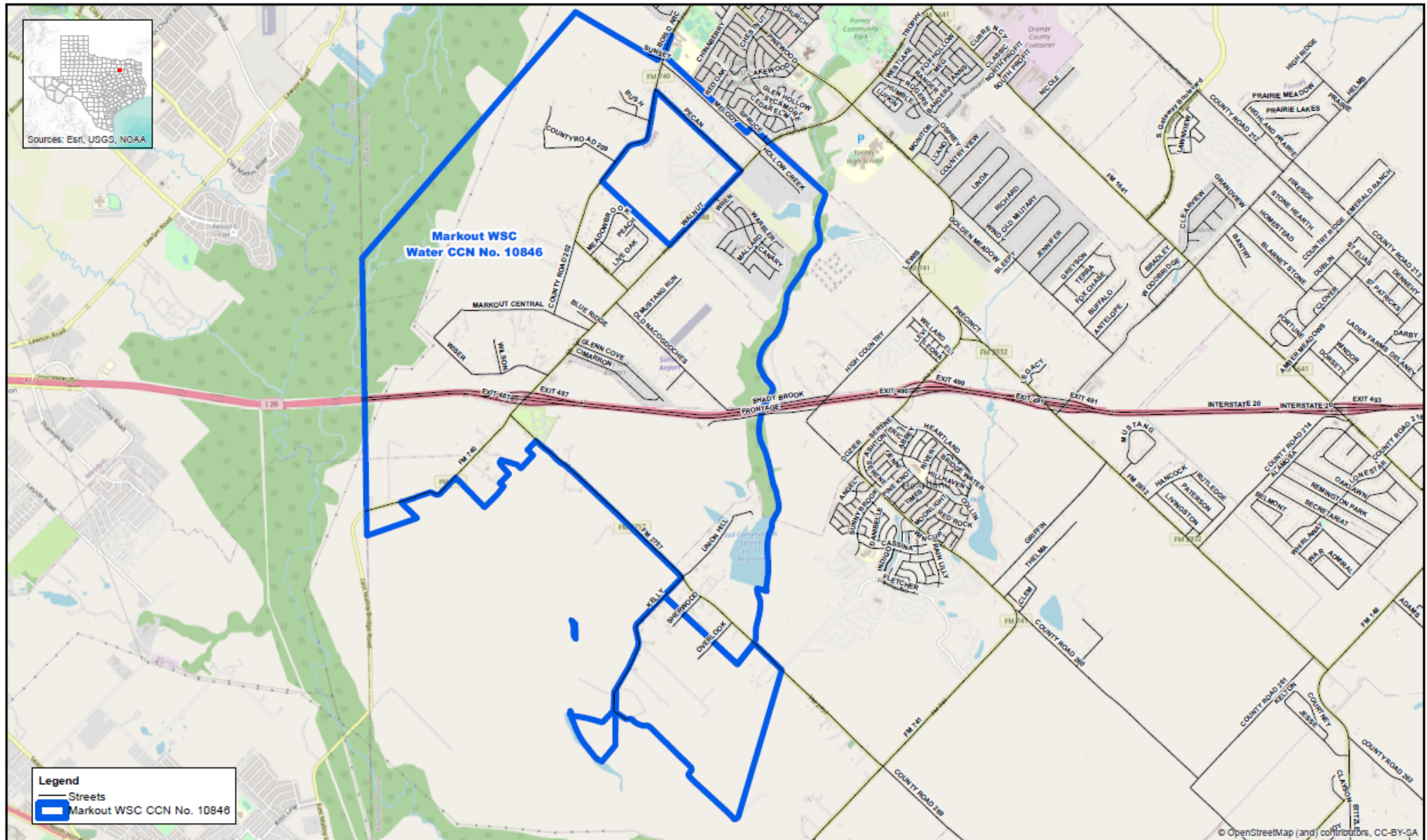
ATTEST:

Dorothy Brooks, City Secretary
City of Forney, Texas

APPROVED AS TO FORM:

Jon Thatcher, City Attorney

EXHIBIT A



City of Mesquite Overview Map of Markout WSC

© 2020 Bickerstaff Heath Delgado Acosta LLP
Data Source: Existing Water CCN service areas
obtained from the PUC, August 2020.
Parcels and roads obtained from Kaufman County
Central Appraisal District (2018).

