

Exhibit F-1

TERMS OF SOUTHSIDE II TRANSMISSION MAIN EXTENSION FOR WHOLESALE CAPACITY INCREASE TO CROWLEY, BURLESON, AND BETHESDA

Project: South Side II Water Main Improvement and Extension Project

PUBLIC-WHOLESAL PARTNERSHIP IN PUBLIC INFRASTRUCTURE PROJECTS

A. Description of Project/Benefits to City and Water Wholesale Customers

The project will bring additional capacity to support development in southern Fort Worth along I-35 in addition to extra capacity for Crowley, Burleson, and Bethesda. This shown in this Exhibit “F” (Crowley), “F-1” (Bethesda, Burleson) Terms, Scope of Work and Cost Share engineers estimate, to the 1st amendments of their Contracts depicts the proposed main oversizing for all 3 Cities and proposed new water main extension with new connection point for the City of Crowley. The Project Management will be conducted by City of Fort Worth.

Exhibit “F” “F-1” outlines the full extent of Terms and all phases of the project to be completed. The full project scope includes the following. The segments matching the exhibit “F”, “F-1” are in parenthesis:

- 11,000 feet of parallel 42” water main (A)
- 4,500 feet of parallel 36” water main (B)
- 5,000 feet of 24” water main extension (C)
- 25,000 feet of 24” water main extensions to replace existing 16” mains (D, E, F)
- One (1) new wholesale meter connection

The cities’ proportional responsibilities for this project is outlined in other sections of these terms and the \$56,960,401 engineers estimated cost share breakdown is outlined in exhibit “engineers estimate”.

B. Existing and Future Capacity

The table below shows existing and future capacity, in million gallons per day (MGD) at each meter as well as the proposed projects that need to be completed before the capacity is available:

City / Entity	Current Capacity	Capacity increase	Future Total Capacity	Projects required to increase capacity
Crowley Meter #1	1.1 MGD	4.4 MGD	5.5 MGD	Segments A, B, D
Crowley future meter #3	0 MGD	7.9 MGD	7.9 MGD	Segments A, C, and new meter install
Bethesda #1	4 MGD	6 MGD	10 MGD	Segments A, B, E
Burleson (combined meter #1 and #2)	2 MGD	11 MGD	13 MGD	Segments A, B, F

C. Cost Sharing/Allocated Capacity/Percent Share of Line Segment/Distance x Capacity

The tables below shows the cost-sharing for each segment:

			Allocated Capacity (MGD)					
City / Entity	Wholesale Current Demand	Future Total	A	B	C	D	E	F
Crowley	1.1	13.4	12.3	4.4	7.9	5.5		
Burleson	2	13	11	11				12.76
Bethesda	4	10	6	6			6	
Fort Worth			12.76	9.16	4.86	7.26	6.76	0
Proposed Line Size			42"	36"	24"	24"	24"	24"
Line Capacity (per WMCC ordinance)			42.06	30.56	12.76	12.76	12.76	12.76
Total Allocated Capacity			42.06	30.56	12.76	12.76	12.76	12.76
Estimated Length (ft)			11,000	4,500	5,000	5,500	11,500	8,000

City / Entity	Percent Share of Line Segment					
	A	B	C	D	E	F
Crowley	29%	14.4%	61.9%	43.1%	0.0%	0.0%
Burleson	26%	36.0%	0.0%	0.0%	0.0%	100.0%
Bethesda	14%	19.6%	0.0%	0.0%	47.0%	0.0%
Fort Worth	30%	30.0%	38.1%	56.9%	53.0%	0.0%

	Distance x Capacity						
	A	B	C	D	E	F	% of share
Crowley	135,300	19,800	39,500	30,250	0	0	22.9%
Burleson	121,000	49,500	0	0	0	102,080	27.7%
Bethesda	66,000	27,000	0	0	69,000	0	16.5%
Fort Worth	140,360	41,220	24,300	39,930	77,740	0	32.9%

- The general formula for cost-sharing used to derive the table above is as following:

$$\% \text{ paid by entity} = \frac{\text{requested capacity in the proposed segment}}{\text{capacity of the segment as defined by the Fort Worth Water Main Capacity ordinance}}$$
- The additional wholesale meter to be installed for Crowley is 100% Crowley cost responsibility.

- For the alignment study and 60% design project that encompasses all segments, the following table represents the cost-sharing responsibility:

City / Entity	% of share
Crowley	22.9%
Burleson	27.7%
Bethesda	16.5%
Fort Worth	32.9%

The formula to calculate the cost-sharing for multiple segments is based on the weighted average (length x capacity of segment).

- Unless explicitly listed as an exception, all project costs are to be shared between the entities / cities, including: consultant costs related to design, land acquisition, and construction, easement acquisition including legal and attorney fees related to easement acquisition, franchise utility fees or relocations, public notifications, outside entity permits such as TxDOT or railroad, material testing and inspection, public bidding and advertisement costs
- The following costs are NOT to be shared: city/entity staff time

D. Payments

The following outlines how the project costs will be collected:

- 1- Fort Worth is under contract for a 60% design and alignment study that will cover the entire scope (all segments) as shown in Exhibit “F”, “F-1”. The money for the contract is being fronted by Fort Worth with the expectation of partial reimbursement:
 - a. Upon execution of the wholesale agreement amendments covering the terms outlined in this document, each party agrees to pay their proportional share as outlined in Section C, with engineers estimated amounts in exhibit “F-1” within 30 days.
- 2- Upon completion of the 60% design and alignment study, Fort Worth will engage the design engineer to provide a cost to finalize design as well as cost for construction services and the construction inspection cost estimate.
- 3- Fort Worth will begin to obtain easements for the respective line segments. As easements are obtained, Fort Worth will track the costs and present an invoice to each city/entity consistent with the cost sharing outlined in Section C, Each city/entity is responsible for paying the invoices presented within 30 days.
 - a. After design is complete, construction will NOT start until all easement cost invoices are paid to Fort Worth
- 4- After design is complete and easement invoices paid by all, the project will be advertised for bid
 - a. Once bids are received, each city/entity will receive an invoice, based on the low bid, from Fort Worth for their proportional costs of construction
 - b. The invoice received will include proportional costs related to the estimate for construction services and inspection
- 5- Upon completion of construction, Fort Worth will issue an invoice to each city/entity to settle up changes in difference between construction, construction services, and inspection costs actually accrued versus the estimate paid. The invoice (or credit) will be paid to (or by) Fort Worth within 30 days.

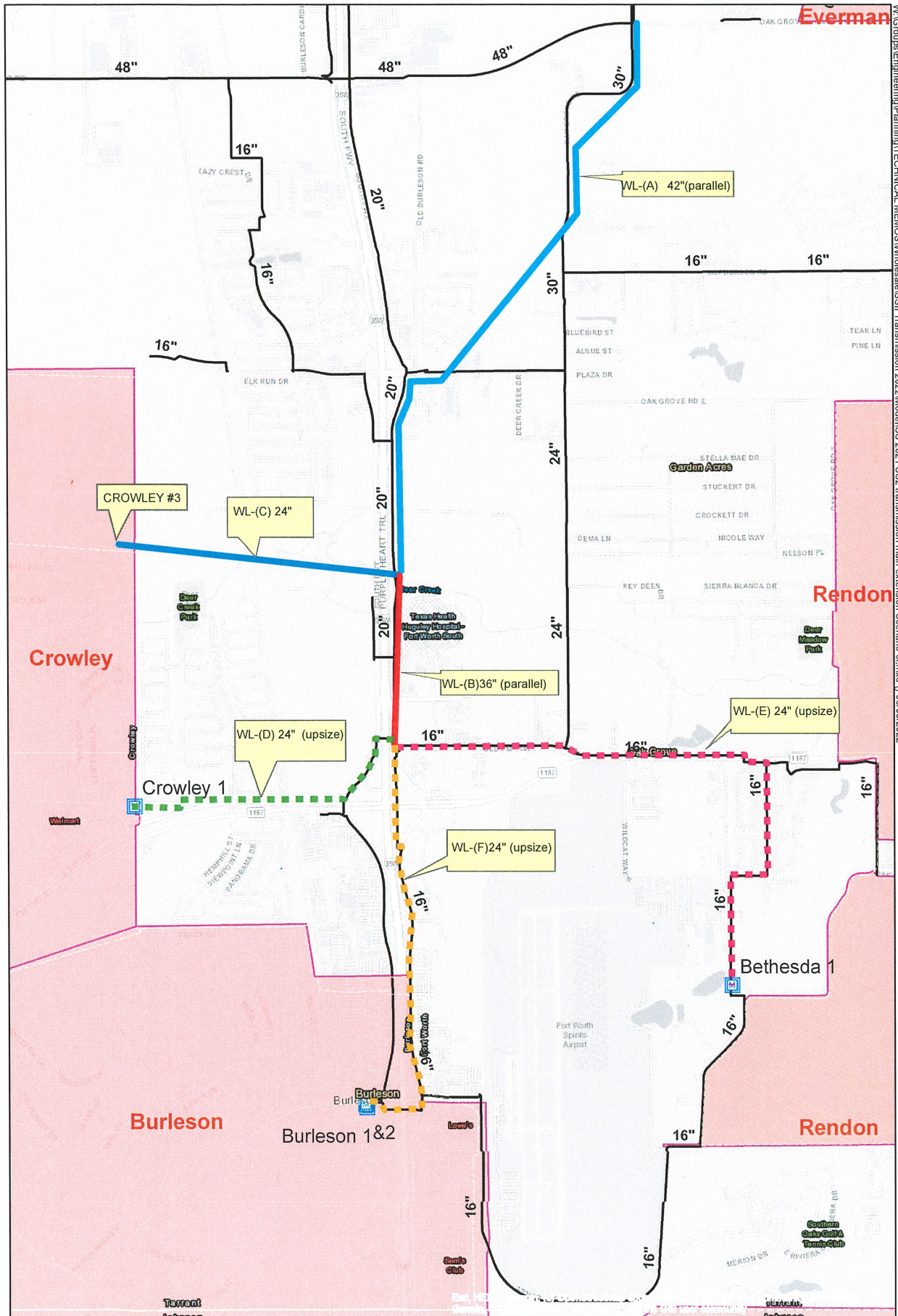
E. Project Management and Administration

The City of Fort Worth will manage all phases of the project, including engineer selection, design, land acquisition, bidding/advertisement, and construction administration. Design and construction standards will be as determined by the City of Fort Worth. Depending on the size and estimated costs of entire project, Fort Worth may choose to break down the project into smaller segments and utilize multiple contractors or a phased construction approach. However, if Fort Worth chooses to phase construction, then Fort Worth will continue between multiple phases without any unreasonable / controllable delays in between phases. In other words, upon completion of one phase, Fort Worth will move as quickly as feasibly possible in construction of another phase.

Unless mutually agreed upon by Fort Worth and the affected entity(ies), no segment will be delayed (as far as it can be controlled) from the design or construction process.

F. Miscellaneous

- 1- The City of Fort Worth will work with each individual entity in modifying the wholesale water agreement to accurately reflect the additional capacity enabled due to this project

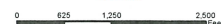


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SSII Transmission Main Extension for Wholesale Capacity Increase - Exhibit F-1



ENGINEERS ESTIMATE

Phases	Estimated Cost	Start	End	Crowley	Burleson	Bethesda	Fort Worth	Crowley	Burleson	Bethesda	Fort Worth
0-60% Design	\$2,348,401	8/22/22	3/4/24	23%	28%	16%	33%	\$537,181	\$651,211	\$387,028	\$772,981
60 - 100% Design (and construction services)	\$3,000,000	3/4/24	3/4/25	23%	28%	16%	33%	\$686,230	\$831,899	\$494,415	\$987,457
Easement Acquisition	\$4,912,000	10/1/24	2/1/26	23%	28%	16%	33%	\$1,123,587	\$1,362,096	\$809,522	\$1,616,795
Advertise, Bid, Award											
Construction: Segment A	\$13,500,000	Stage 1	Stage 1	29%	26%	14%	30%	\$3,947,932	\$3,530,670	\$1,925,820	\$4,095,578
Construction: Segment B	\$7,100,000	Stage 1	Stage 1	14%	36%	20%	30%	\$1,022,251	\$2,555,628	\$1,393,979	\$2,128,141
Construction: Segment C	\$5,800,000	Stage 2	Stage 2	62%	0%	0%	38%	\$3,590,909	\$0	\$0	\$2,209,091
Construction: Segment D	\$6,900,000	Stage 2	Stage 2	43%	0%	0%	57%	\$2,974,138	\$0	\$0	\$3,925,862
Construction: Segment E	\$6,000,000	deferred	deferred	0%	0%	47%	53%	\$0	\$0	\$2,821,317	\$3,178,683
Construction: Segment F	\$7,400,000	Stage 2	Stage 2	0%	100%	0%	0%	\$0	\$7,400,000	\$0	\$0
Construction: Stage 1		8/5/25	8/5/27								
Construction: Stage 2		7/31/26	1/29/28								
Total	\$56,960,401							\$13,882,227	\$16,331,504	\$7,832,081	\$18,914,589