

**RESOLUTION NO. 4212**

**A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A GRANT AGREEMENT FOR WATER SYSTEM IMPROVEMENTS FOR WATER LINE REPLACEMENT; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT**

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THE STATE OF TEXAS                   §  
COUNTY OF GRAYSON               §  
CITY OF DENISON                   §

WHEREAS, the City of Denison, Texas (the “City”) has received approval from the Texas Water Development Board (“TWDB”) for financial assistance from TWDB to the City from the Water Loan Assistance Fund Program in the amount of \$16,950,000, consisting of purchase of the City’s Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026A, in the amount of \$5,085,000, and a grant in the amount of \$11,865,000 (the “Grant”);

WHEREAS, TWDB has presented to the City a Grant Agreement (the “Grant Agreement”) in connection with the Grant, in which the City agrees to certain terms and conditions with respect to the Grant;

WHEREAS, this City Council hereby finds and determines that it is a public benefit to and in the best interests of the City and its residents to enter into the Grant Agreement in order to obtain the Grant to fund needed water system improvements within the City; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

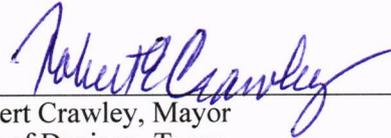
BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF DENISON, TEXAS THAT:

1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.
2. The Grant Agreement, in substantially the form presented at this meeting, is hereby approved and the Mayor or Mayor Pro-Tem of the City Council is hereby authorized and directed to execute and deliver the Grant Agreement. The Escrow Agreement relating to the Grant Agreement between the City and the escrow agent named therein (the “Escrow Agent”), substantially in the form and content presented at this meeting, is hereby approved and the Mayor or Mayor Pro-Tem of the City Council is hereby authorized and directed to execute the Escrow Agreement on behalf of the City. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.
3. The Mayor, Mayor Pro-Tem, the City Manager, City Clerk and Finance Director of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to take such actions and to execute and deliver in the name and on behalf of the City all other instruments, whether or not herein

mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution.

4. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND APPROVED by the City Council of the City of Denison, Texas, on the 15<sup>th</sup> day of December, 2025.



Robert Crawley, Mayor  
City of Denison, Texas

**ATTEST:**



Christine Wallentine, City Clerk  
City of Denison, Texas



Resolution Approving the Execution and Delivery of a  
Grant Agreement Between the  
Texas Water Development Board and the City of Denison, Texas



# **Grant Agreement Water Loan Assistance Fund**

**TEXAS WATER DEVELOPMENT BOARD**

**AND**

**CITY OF DENISON**

**GRAYSON COUNTY, TEXAS**

**TWDB COMMITMENT NO. G1002160**

**TWDB PROJECT NO. 21880**

**TWDB RESOLUTION NO. 25-121**

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CITY OF DENISON  
TWDB COMMITMENT NO. G1002160  
TWDB PROJECT NO. 21880  
TWDB RESOLUTION NO. 25-121

**GRANT AGREEMENT**

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**GRANT AGREEMENT  
BETWEEN THE  
TEXAS WATER DEVELOPMENT BOARD  
AND THE  
CITY OF DENISON**

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**RECITALS**

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The City of Denison (City), located in Grayson County, filed an application with the Texas Water Development Board (TWDB), for a grant in the amount of \$11,865,000 from the Water Loan Assistance Fund (WLAF) to finance the water project identified as Project No. 21880.

On August 21, 2025, the TWDB determined that the City qualifies for financial assistance under 31 TAC § 363.32 and agreed in accordance with the TWDB Resolution to provide financing in the amount of \$5,085,000 and a grant in the amount of \$11,865,000 to the City.

The TWDB and the City are the Parties to this Agreement.

NOW, THEREFORE, the Parties mutually agree to adhere to the terms of this Agreement and to administer the Grant Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations, the TWDB Resolution, and all terms and conditions set forth in this Agreement.

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**ARTICLE I. DEFINITIONS**

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The following terms, as used in this Agreement, have the meanings assigned below:

Agreement means this Grant Agreement and the attached exhibits.

Construction Account means a separate account dedicated to the payment of eligible expenses of the project, as defined by 31 TAC § 363.2(10) and required by the TWDB Resolution.

Eligible Expenses means the expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Budget.

Escrow Account means an account established by the City, as further defined in 31 TAC § 363.2(14), that will be used to hold the Grant Funds in accordance with an escrow agreement acceptable to the Executive Administrator, attached as **EXHIBIT E**, until the

Executive Administrator authorizes the release of the Grant Funds to the Construction Account.

Executive Administrator means the Executive Administrator of the TWDB or a designated representative, as set forth in 31 TAC § 363.2(16).

Force Majeure means a failure or delay in a Party's performance under this Agreement that is caused by acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and that, by the exercise of all reasonable due diligence, such Party is unable to overcome.

Grant Funds means the amount of financial assistance from the TWDB under Commitment Number G1002160 in the amount of \$11,865,000 to finance the Project.

Obligations means the \$5,085,000 City of Denison, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026A, together with all authorizing documents, which evidence the portion of the financial assistance that requires repayment, identified as L1002159.

Outlay Report means the TWDB form providing the total amount of costs incurred related to the Project for a specified period.

Parties or Party means the TWDB and the City and their authorized successors and assignees.

Project means the project for which the TWDB is providing financial assistance under this Agreement as further described in the TWDB Resolution and identified as Project No. 21880.

"Water Loan Assistance Fund" means a fund established by direct appropriation and by the board at its discretion from the Water Assistance Fund for the purpose of providing financial assistance to political subdivisions for water or wastewater-related projects under Texas Water Code §§ 15.101 – 15.116 and 31 TAC §§ 363.1 – 363.71.

State means the State of Texas.

Surplus Funds means those funds remaining after the City has submitted a final accounting to the Executive Administrator under 31 TAC § 363.42(a)(2)(C).

TAC means the Texas Administrative Code.

TWDB means the Texas Water Development Board.

TWDB Resolution means TWDB Resolution No. 25-121, dated August 21, 2025, approving the application for financial assistance filed by the City and authorizing the execution of this Agreement.

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## ARTICLE II. AUTHORITY AND REPRESENTATIONS

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**2.1. AUTHORITY.** This Agreement is authorized and required by Texas Water Code Chapter 15, Subchapter C, 31 TAC Chapter 363, and the TWDB Resolution.

**2.2. REPRESENTATIONS.** The Parties agree that the following representations are true and correct and form the basis of this Agreement:

- A. The TWDB may provide financial assistance in the form of a grant for all or a portion of the Project costs in an amount that the TWDB has determined to be eligible.
- B. On August 21, 2025, the TWDB considered an application filed by the City for financial assistance from the WLAF. Based on the representations made by the City in that application, the TWDB adopted the TWDB Resolution in which the TWDB:
  - 1. determined that the City is eligible for financial assistance and qualifies for a grant; and
  - 2. made a commitment to provide financing through the purchase of bonds in an amount not to exceed \$5,085,000 for the planning, design, and construction of the Project and to provide a grant in an amount not to exceed \$11,865,000 as a grant without the expectation of repayment.
- C. The TWDB and the City enter this Agreement to set forth the terms and conditions for the Grant Funds. The Executive Administrator is authorized to execute this Agreement on behalf of the TWDB through the TWDB Resolution, which is attached to this Agreement as **EXHIBIT A**. The City is authorized to execute this Agreement through its authorized representative designated in a resolution duly adopted by the governing body of the City, a copy of which is attached hereto as **EXHIBIT B**.

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## ARTICLE III. LEGAL REQUIREMENTS

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**3.1. APPLICABLE LAWS.** In consideration of the performance of the mutual agreements set forth in this Agreement, the City, by and through its authorized representatives, agrees to plan, design, and construct the Project in compliance with the following:

- A. all federal laws and regulations applicable to the Project;
- B. Texas Water Code §§ 15.101 – 15.116; and
- C. 31 TAC Chapter 363.

**3.2. PROCUREMENT.** The City must engage in competitive procurements for work on the Project. All purchases for goods, services or commodities made with funds provided under

this Agreement must comply with State and local procurement and contracting laws.

**3.3. IRON AND STEEL.** The City must abide by all applicable construction contract requirements related to the use of iron and steel products and manufactured goods produced in the United States as required by Texas Water Code § 17.183.

**3.4. FOREIGN TERRORIST ORGANIZATION.** The City certifies that it will not enter into a contract with any contractor or subcontractor that is engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

**3.5. LOBBYING PROHIBITION.** The City represents and warrants that TWDB's payments to the City and the City's receipt of appropriated or other funds under the contract are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.

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#### **ARTICLE IV. PLANNING, DESIGN, AND CONSTRUCTION**

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**4.1. PROJECT REQUIREMENTS.** The City must comply with the following requirements.

A. Plans and Specifications. The City must construct the Project in accordance with the plans and specifications as sealed by a State licensed engineer and as approved by the Executive Administrator in compliance with 31 TAC § 363.41.

B. Changes to Plans and Specifications. The City must not make or implement any changes to the scope of the Executive Administrator's approved Project or to the specifications for the Project without the written approval of the Executive Administrator.

C. Project Schedule. The City must adhere to the TWDB approved Project schedule, attached as **EXHIBIT C**. The City must not exceed or revise the Project schedule except upon written approval from the TWDB. The City must not delay the Project completion date except by amendment to this Agreement.

D. Project Budget. The City is solely responsible for all costs that exceed the TWDB approved Project budget, attached as **EXHIBIT D**. The City must notify the Executive Administrator immediately when it appears that the Project budget may not be sufficient to complete the Project. The City must not exceed the Project budget except by amendment to this Agreement.

E. Environmental Compliance. The City must comply with all environmental conditions and must implement environmental mitigation measures as required through TWDB environmental review under 31 TAC § 363.14.

**4.2. PROGRESS REPORTS.** The City must submit status reports on the progress of the project as requested by the Executive Administrator. The Executive Administrator may

withhold authorization to release funds from escrow or adjust the amount of funds to be released from escrow based on the status reports and the projected needs for the project.

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**ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS**

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**5.1. CONDITIONS FOR DISBURSEMENT OF GRANT FUNDS.** Grant Funds will not be deposited into the Escrow Account or released until the applicable requirements in the TWDB Resolution and 31 TAC § 363.42 & .43, relating to Release of Funds, are met.

**5.2. DELIVERY OF GRANT FUNDS.** The TWDB will deposit the Grant Funds in an approved Escrow Account to be released to the City's Construction Account at the direction of the Executive Administrator.

A. Outlay Reports and Invoices. The City must submit the following documentation:

1. TWDB Outlay Report forms identifying:
  - a. the total amount of expenses incurred by the City for the period covered by the Outlay Report; and
  - b. invoices, receipts, or other documentation satisfactory in form and substance to the TWDB sufficient to establish the requested amount as an eligible expense incurred by the City.
2. Outlay Report forms are due to TWDB quarterly during the planning and design phases and monthly during the construction phase of the Project until final accounting under 31 TAC § 363.42(a)(2)(C).

B. Release from Escrow Account. The Executive Administrator will authorize the release of Grant Funds from Escrow when Outlay Reports have been approved by the TWDB.

**5.3. INELIGIBLE EXPENSES.** The City must use Grant Funds for Eligible Expenses only. The City must return any Grant Funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of Grant Funds used for any ineligible or unverified expenses will be credited against verified Eligible Expenses. If the total amount of Eligible Expenses is insufficient to fully offset the amount of improperly expended Grant Funds, the City must use other funds to fully repay the TWDB.

**5.4. FINAL ACCOUNTING.** The City must provide a final accounting of funds expended on the Project under 31 TAC § 363.42 and return any Surplus Funds.

**5.5. LEGAL STATUS.** The City must notify the Executive Administrator before taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility.

**5.6. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN.** If applicable, the City must adopt and implement a water conservation and drought contingency plan that complies with Texas Water Code §§ 11.1271 and 11.1272 and 31 TAC § 363.15.

**5.7. WATER AUDIT.** If the City is a retail public utility as defined in Texas Water Code § 13.002 and the City provides potable water, then the City annually must perform and file with the TWDB a water audit computing the City's most recent annual system water loss. The first water audit must be submitted by May 1<sup>st</sup> following the passage of one year after the effective date of this Agreement and then by May 1<sup>st</sup> every year thereafter during the term of this Agreement. The City agrees to comply with the provisions of 31 TAC § 358.6 relating to water audits.

**5.8. ANNUAL FINANCIAL AUDIT.** During the Term of this Agreement, the City must submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits must be submitted to the TWDB no later than 120 days after the close of the City's fiscal year.

**5.9. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS.** Grant proceeds are public funds and, as such, these proceeds must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

**5.10. ASSURANCES RELATED TO STATE FUNDS.**

- A. The City certifies that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).
- B. The City certifies that it is not prohibited from receiving state grant funds under Texas Government Code § 2.103 (related to the regulation of firearm suppressors). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Government Code § 2.104.
- C. The City certifies that it is not prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Local Government Code § 364.003.

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## ARTICLE VI. NON-PERFORMANCE AND REMEDIES

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### 6.1. **STOP WORK ORDERS.**

- A. **Stop Work Order (SWO).** The Executive Administrator may issue a written SWO to the City at any time for failure to comply with any provision of this Agreement. The SWO will provide the City with notice of the facts supporting the determination to issue the SWO. The SWO may require cessation of work immediately or at a definite future date. The SWO will provide the City with a specified time to cure.
- B. **City's Response.** The City must provide a written response to the SWO and must provide the Executive Administrator with a detailed plan to address and cure the conditions causing the SWO. The City must provide the response within five business days from its receipt of the SWO.
- C. **Executive Administrator's Reply.** The Executive Administrator may accept, reject, or amend the City's plan and will provide notice of such action to the City within five business days of receipt of the plan. The Executive Administrator may issue an amended SWO that allows resumption of work contingent upon the City's execution of the plan to cure. The Executive Administrator may modify the City's plan to cure only in a manner consistent with the terms and conditions of this Agreement.
- D. **City's Option.** The City must notify the Executive Administrator within five business days whether it accepts the amended plan. If the City does not accept the amended plan, the Executive Administrator may terminate this Agreement. Upon successful completion of the plan to cure the conditions causing the SWO, the City must continue work to complete all obligations under this Agreement.

**6.2. TERMINATION.** The TWDB may terminate this Agreement in writing at any time. Upon receipt of a notice of termination, the City must immediately discontinue all work in connection with the performance of this Agreement and must promptly cancel all existing orders or other financial commitments chargeable to funding provided under this Agreement provided, however, that any costs for Eligible Expenses incurred before the receipt of such written notice by the City must be payable from the funding provided under this Agreement.

Within thirty (30) days of the notice of termination, the City must submit a statement showing in detail the work performed, all payments received by the City, and all payments made by or due from the City to any contractor before the date of termination.

### 6.3. **SURVIVAL OF TERMS AND CONDITIONS.**

Termination or expiration of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement that:

- A. the Parties have expressly agreed will survive any such termination or expiration, if any; or
- B. by their nature, would be intended to be applicable following any such termination or expiration.

**6.4. REAL ESTATE.** If the City purchases real estate for the Project with Grant Funds and any of the real estate or portion of the real estate is not used for the Project, the City must repay to the TWDB the full amount of the Grant Funds used for purchase of the real estate that is not used for the Project. Such amount will be due and payable within 90 days after termination or expiration of this Agreement.

**6.5. REMEDIES.**

- A. The City will have all remedies available in law or equity.
- B. The TWDB will have all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

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**ARTICLE VII. GENERAL TERMS AND CONDITIONS**

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**7.1. INSURANCE AND INDEMNIFICATION.**

- A. The City must at all times keep insured with a responsible insurance company or companies those portions of the Project that are customarily insured by political subdivisions in the State that operate similar properties in similar locations under similar circumstances. The City must insure against risks, accidents, casualties, or loss in an amount that is customarily carried by municipalities or political subdivisions and is at least sufficient to protect the TWDB's interest in the Project.
- B. The City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents. Nothing in this Agreement will be construed as consent by the State of Texas, the TWDB, or any state agency or entity as consent to be sued in any matter arising out of this Agreement.
- C. Grant Funds for the Project must not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law.

**7.2. PERMITS.** The City is responsible for timely filing applications for all licenses, permits, registrations, and other authorizations that the City has identified in the application for financial assistance as required for the planning, design, and construction of the Project. The City must submit copies of all of these final licenses, permits, registrations, and other authorizations issued by local, state, and federal agencies to the TWDB within thirty (30) days of receipt from the issuing agency.

**7.3. RECORDS.** The City must comply with all terms and conditions relating to records of the Project.

- A. Duty to Maintain Records. The City must maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles. The City must also require its contractors to maintain financial accounting records consistent with Generally Acceptable Accounting Principles and with State laws applicable to government accounting. All accounting and other financial documentation must be accurate, current, and reflect recordation of the transactions at or about the time the transactions occurred.
- B. Duty to Retain Records. The City must retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of applicable State law relating to retention and access to records. The City must retain all records related to this Agreement for a period of three (3) years after Project completion.
- C. Public Records. The City acknowledges that all documents relating to this Agreement are subject to the Public Information Act, Texas Government Code Chapter 552, and that Project-related documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The City is required to make any information created or exchanged under this Agreement available in a format that is accessible by the public at no additional charge unless otherwise excepted from disclosure under the Texas Public Information Act. The City must promptly respond to a request by the TWDB for copies of any of the City's records related to this Agreement.
- D. Access to Records.
  - 1. State Auditor. By executing this Agreement, the City accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all Grant Funds received under this Agreement. The City must comply with directives from the Texas State Auditor and must cooperate in any investigation or audit. The City agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The City also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State

Auditor's Office in connection with all Grant Funds received under the contract or subcontract.

2. **TWDB.** The City agrees that the standards of administration, property management, audit procedures, procurement, and financial management, and the records and facilities of the City and its contractors are subject to audit and inspection by the TWDB and by any other authorized state or federal entity. All books, documents, papers, and records of the City related to this Agreement must be made available for audit, examination, excerption, and transcription by the TWDB within a reasonable time after a request from the TWDB.

**7.4. UPDATING INFORMATION.** The City must provide the TWDB with updated information, reports, statements, and certifications as requested by the Executive Administrator relating to the financial condition of the City or the Project and the use of Grant Funds. The City must promptly notify the TWDB of any material change in the activities, prospects, or conditions of the City relating to the Project, or its ability to perform its duties, covenants, and agreements under this Grant Agreement.

**7.5. FORCE MAJEURE.** Unless otherwise provided, neither the City nor the TWDB nor any agency of the State will be liable to the other for any delay in or failure of performance of a requirement contained in this Agreement caused by *Force Majeure*. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of such *Force Majeure* or otherwise waive this right as a defense.

**7.6. NON-ASSIGNABILITY.** The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the TWDB.

**7.7. ENTIRE AGREEMENT AND AMENDMENT.** This Agreement, which incorporates all attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties. The changes allowed under Section 4.1 do not require an amendment to this Agreement unless a change to the Project Schedule, **EXHIBIT C**, or the Project Budget, **EXHIBIT D**, results in a different project completion date or total budget amount.

**7.8. NO WAIVER.** The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement will not be construed as a waiver or relinquishment for the future of the strict performance of any term, provision, or condition of this Agreement or any other applicable term, provision, or condition.

**7.9. LAW AND VENUE.** The validity, operation, and performance of this Agreement will be governed and controlled by the laws of the State of Texas and applicable federal

regulations, and the terms and conditions of this Agreement will be construed and interpreted in accordance with the laws of the State. The Parties agree that this Agreement is for the provision of financial assistance for the planning, design, and construction of the Project and, therefore, all or part of the performance of the terms and obligations of the Agreement will be performed in Grayson County, Texas. Notwithstanding the location of the Project, the Parties agree that any proceeding brought for any breach of this Agreement involving the TWDB must be in Travis County, Texas. This section does not waive the sovereign immunity of the State or the TWDB.

**7.10. NOTICES.** All notices, notifications, or requests required or permitted by this Agreement must be in writing and must be transmitted by personal delivery or transmitted by United States certified mail, return receipt requested, postage prepaid, to the addresses of the Parties shown below. Notice will be effective when received by the Party to whom notice is sent.

Texas Water Development Board  
Attn: Executive Administrator  
1700 N. Congress Ave., 6<sup>th</sup> Floor  
Austin, Texas 78711-3231

City of Denison  
Attn: Mayor  
300 W. Main Street  
Denison, Texas 75020-0000

**7.11. TERM.** This Agreement is effective on the date signed by the Executive Administrator. The Agreement will expire upon successful completion of the Project and Final Accounting in accordance with Section 5.04 of this Agreement.

**TEXAS WATER DEVELOPMENT BOARD**

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Bryan McMath  
Executive Administrator

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Date

**CITY OF DENISON**

\_\_\_\_\_  
Robert Crawley  
Mayor

\_\_\_\_\_  
Date

**EXHIBIT A**

TWDB Resolution No. 25-121

# **EXHIBIT B**

City of Denison Resolution

# **EXHIBIT C**

## Project Schedule

**EXHIBIT D**  
Project Budget

**EXHIBIT E**  
Escrow Agreement