



105 N 4th, P. O. Box 349 Gunter, TX 75058-0349
(903) 433-5185 Fax (903) 433-8039

AGENDA
Regular Meeting
Gunter Municipal Development District
Tuesday, May 26, 2026
5:30 p.m.

Pursuant to Chapter 551 of the Texas Government Code, notice is hereby given of a Meeting of the Gunter Municipal Development District of the City of Gunter, Texas to be held on the above date and time, at **the Gunter Public Safety Building located at 105 N 4th Street, Gunter, Texas 75058** at which time the following will be discussed and considered:

Pursuant to Section 551.127, Texas Government Code, one or more Board Member may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

CALL TO ORDER OF GMDD [*Presiding Officer will call the meeting to order, establish a quorum if present, and declare notices legally posted pursuant to the Open Meetings Act. During the course of the meeting, members of the audience wishing to speak must be recognized by the Presiding Officer.*]

INVOCATION AND PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS [*GMDD invites citizens to speak to the Board on any topic not already scheduled for public hearing. The time limit is three minutes per speaker.*]

1. **CONSENT AGENDA** [*Routine Board Business, the Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Board Member.*]
 - a. Consider approval of Minutes from March 24, 2026, MDD Special Meeting.
 - b. Consider approval of MDD Financials for April 2026.

BOARD BUSINESS - REGULAR SESSION /As authorized by Section 551.071 of the Texas Government Code, the General Session may be convened into Closed Executive Session for the purpose of seeking confidential legal advice from the attorney on any Agenda item listed herein, as needed.]

2. Discuss, consider, and take any appropriate action on 2026 strategic planning, including alignment with and springboarding off the 2021 Gunter Strategic Plan.
3. Discuss, consider, and take any appropriate action on the consultant proposal submitted by GRPR, including scope of services and fee structure.

4. Discuss, consider, and take any appropriate action on the LJA Parks and Recreation proposal.
5. Discuss, consider, and take any appropriate action on a resolution to approve a Funding Agreement with the City of Gunter for the Gunter Drainage Study – Phase I in an amount not to exceed \$138,000.00.
6. Discuss, consider and take any appropriate action on a resolution to approve an agreement with Teague Nall and Perkins, Inc. for the City of Gunter Drainage Study – Phase II in an amount not to exceed \$130,000.00.
7. Discuss, consider and take any appropriate action in regard to formalizing budgets and plans for marketing/ PR and/or upgrades to the current MDD website.
8. Discuss, consider, and take any appropriate action on proposed updates to the Gunter MDD website.
9. Discuss, consider, and act upon accepting Letter of Resignation from Christina Zielinski from the Gunter MDD Board, effective April 16, 2026.
10. Discuss, consider, and take any appropriate action to amend the budget to correct the overages made by the MDD.
11. Discuss, consider, and take any appropriate action on the 2026-2027 Budget that the City Administrator is working on and the sharing of required information.

12. BOARD BUSINESS - EXECUTIVE SESSION

A. As authorized by Sections 551.072 of the Texas Government Code, the Board may convene into Executive Session to discuss items listed herein, as needed.

- a. Discuss, consider, and take any appropriate action on matters related to property purchases and property updates including “Esplanade” (Code Name: as permitted by the Texas Open Meetings

BOARD BUSINESS - REGULAR SESSION

13. Discuss, consider and take any appropriate action necessary as result of Executive Session.
14. Suggested future agenda items.

Future Meeting Dates (for reference):

June 23, 2026
July 28, 2026
August 25, 2026

September 22, 2026
October 27, 2026
November 17, 2026 (Special Mtg.)

December 15, 2026 (Special Mtg.)

ADJOURN

I, the undersigned authority, do hereby certify that the above Notice of a Meeting of the Gunter Municipal Development District of the City of Gunter, Texas is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Notice Board of the City Hall of said Gunter, Texas, a place convenient to the public, and said Notice was posted on May 20, 2026, before 5:30 p.m. and remained so posted continuously for at least seventy-two hours immediately preceding the date of the meeting.



Detra Gaines, City Secretary

If during the course of the meeting covered by this notice, the Board should determine that a closed or executive meeting or session of the Board or a consultation with the attorney for the Board should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the Board at the date, hour and place given in this notice as the Board may conveniently meet in such closed or executive meeting or session or consult with the attorney for the GEDC concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sections and purposes:

Texas Government Code Section:

§ 551.071 -Private consultation with the attorney for the Board § 551.072-Discussing purchase, exchange, lease or value of real property.

§ 551.074 -Discussing personnel or hearing complaints against personnel.



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #1

CONSENT AGENDA [Routine Board Business, the Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Board Member.]

- a. Consider approval of Minutes from March 24, 2026, MDD Special Meeting.
- b. Consider approval of MDD Financials for April 2026.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



105 N 4th, P. O. Box 349 Gunter, TX 75058-0349
(903) 433-5185 Fax (903) 433-8039

MINUTES
Regular Meeting
Gunter Municipal Development District
Tuesday, March 24, 2026
5:30 p.m.
Meeting Opened At 5:36pm
Meeting Ended At pm

Members Present: Don Anderson, Jessica Dunn, Micah West, Eric Bunner, Paul Walker

Members Absent: Christina Zielinski

Staff Present: Eric Wilhite Director of Planning & Development, Adam Adams Director of Parks and Public Services. Victoria Thomas – attorney

Pursuant to Chapter 551 of the Texas Government Code, notice is hereby given of a Meeting of the Gunter Municipal Development District of the City of Gunter, Texas to be held on the above date and time, Gunter City Hall, 105 North 4th Street Gunter, Texas 75058 at which time the following will be discussed and considered:

Pursuant to Section 551.127, Texas Government Code, one or more Board Member may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

CALL TO ORDER OF GMDD [*Presiding Officer will call the meeting to order, establish a quorum if present, and declare notices legally posted pursuant to the Open Meetings Act. During the course of the meeting, members of the audience wishing to speak must be recognized by the Presiding Officer.*]

INVOCATION AND PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS [*GMDD invites citizens to speak to the Board on any topic not already scheduled for public hearing. The time limit is three minutes per speaker.*]

1. **CONSENT AGENDA** [*Routine Board Business, the Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Board Member.*]
 - a. Consider approval of Minutes from February 24, 2026, MDD Special Meeting.
 - b. Consider approval of MDD Financials for February 2026.

*Don Anderson made a motion to approve the minutes and financials from February 2026
Jessica Dunn second the motion. Motion passed 5-0*

BOARD BUSINESS - REGULAR SESSION /As authorized by Section 551.071 of the Texas

Government Code, the General Session may be convened into Closed Executive Session for the purpose of seeking confidential legal advice from the attorney on any Agenda item listed herein, as needed.]

2. Discuss, consider, and take any appropriate action on 2026 strategic planning, including alignment with and springboarding off the 2021 Gunter Strategic Plan.

n/a

3. Discuss, consider, and take any appropriate action on the consultant proposal submitted by Mary Ann Moon, including scope of services and fee structure.

Don Anderson made a motion for Eric Bummer to create a scope of action list to submit to the MDD Board for approval to then address with Mary Ann Moon.

Jessica Dunn second the motion. Motion passed 5-0

4. Discuss, consider, and take any appropriate action on the LJA Parks and Recreation proposal.

Adam Adams Masterplan proposal and project description presented.

No action taken – add to next agenda please

5. Update on Downtown Drainage Study Master Plan- Eric Wilhite

No action needed

6. Discuss, consider and take any appropriate action in regard to formalizing a marketing/ PR plan and budget.

Paul Valker presented PR plan

Jessica Dunn made a motion to allow Paul Valker to use up to \$7500 to hire someone to update the website and negotiate and execute contract, subject to general board City council approval.

Kyle Bunner Second the motion. Motion passed 5-0

7. BOARD BUSINESS - EXECUTIVE SESSION

Session Opened at 6:45pm

A. As authorized by Sections 551.072 of the Texas Government Code, the Board may convene into Executive Session to discuss items listed herein, as needed.

- a. Discuss, consider, and take any appropriate action on matters related to property purchases and property updates including “Esplanade” (Code Name: as permitted by the Texas Open Meetings

BOARD BUSINESS - REGULAR SESSION

Regular Session Resumed 7:20pm

8. Discuss, consider and take any appropriate action necessary as result of Executive Session.

n/a

9. Suggested future agenda items.

Future Meeting Dates (for reference):

April 28, 2026

May 26, 2026

June 23, 2026

July 28, 2026

August 25, 2026

September 22, 2026

October 27, 2026
November 17, 2026
December 15, 2026

ADJOURN

Paul Valker, GMDD President

ATTEST:

Christina Zielinski, GMDD Secretary

| | | | | | | |
|------------------------------------|----------------------|------------------|-------------|--------------|----------------|----------------|
| | | 4/1/26 -4/30/26 | | 4/1/2026 | \$1,822,817.74 | |
| | 25/26 monthly report | | | 4/30/2026 | \$1,878,717.28 | |
| | | | | month | FYTD | |
| REVENUE | | | 2025-2026 | APR | | |
| | | Sales Tax income | \$57,072.04 | | \$488,776.83 | 54.31% |
| | | Interest Income | \$0.00 | | | |
| | | RBEG PMTS | \$0.00 | | | |
| | | 25/26 Revenue | \$57,072.04 | | | |
| | | | | | Total Revenue | \$1,879,889.78 |
| | | | | | | |
| | | | | | | |
| EXPENSES | | | APR | YTD | Bal | |
| 30-600-6100 Salary | | \$45,000.00 | \$0.00 | \$0.00 | \$45,000.00 | |
| 30-600-6140 Training | | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | |
| 30-600-6150 Travel & Mileage | | \$800.00 | \$0.00 | \$0.00 | \$800.00 | |
| 30-600-6200 Supplies | | \$200.00 | \$0.00 | \$250.00 | -\$50.00 | |
| 30-600-6220 Postage | | \$100.00 | \$0.00 | \$0.00 | \$100.00 | |
| 30-600-6290 Miscellaneous Supplies | | \$10,000.00 | \$0.00 | \$0.00 | \$10,000.00 | |
| 30-600-6310 Attorneys | | \$10,000.00 | \$1,172.50 | \$11,357.50 | -\$1,357.50 | |
| 30-600-6320 Auditing Services | | \$1,500.00 | \$0.00 | \$0.00 | \$1,500.00 | |
| 30-600-6330 Professional Services | | \$52,500.00 | \$0.00 | \$25,500.00 | \$27,000.00 | |
| L/A -\$42500 | | | \$0.00 | | | |
| 30-600-6338 IT Services & Software | | \$1,500.00 | \$0.00 | \$0.00 | \$1,500.00 | |
| 30-600-6360 Due & Subscriptions | | \$600.00 | \$0.00 | \$0.00 | \$600.00 | |
| 30-60-6900 Misc Expense | | \$8,000.00 | \$0.00 | \$0.00 | \$8,000.00 | |
| 30-600-6364 Advertising | | \$5,000.00 | \$0.00 | \$0.00 | \$5,000.00 | |
| 30-600-6905 Fiber Optics | | \$55,000.00 | \$0.00 | \$0.00 | \$55,000.00 | |
| 30-600-6915 Drainage Survey | | \$290,155.13 | \$0.00 | \$136,620.00 | \$153,535.13 | |
| 30-600-6705 Development Payments | | \$667,067.17 | | \$665,924.09 | \$1,143.08 | |
| | | 25/26 Expenses | \$1,172.50 | \$839,651.59 | \$309,770.71 | |

| |
|--------------|
| balance |
| \$17,000.00 |
| \$55,000.00 |
| \$6,535.13 |
| \$147,000.00 |
| |
| |
| |

| Transaction report | | 4/1/26 -4/30/26 | | | |
|--------------------|------------------|-----------------|------------|-------------|----------------|
| Date | check nbr | revenue | expense | Transaction | account |
| 4/1/2026 | | \$57,072.04 | \$0.00 | sales tax | |
| | 0 | | \$1,172.50 | Attorney | 30-600-6310 |
| | | | | | |
| | | | | | |
| | 0 | \$342.00 | \$0.00 | RBEG PMTS | (Feb-Mar) |
| | | | | | |
| Totals | | \$57,414.04 | \$1,172.50 | | |
| | Start Balance | \$1,822,817.74 | | End Balance | \$1,879,059.28 |
| RBEG | | | | | |
| start fund | | | | | |
| balanced | | \$80,016.87 | | | |
| current | | | | | |
| balance | | \$80,358.87 | | | |
| Loan | | | | | |
| repayments | | \$342.00 | | | |
| Outstanding | | | | | |
| loans | | \$7,521.03 | | | |
| paid out | | \$0.00 | | | |
| | | | | | |
| xxx | ACCT 1 | | APR | | |
| | Starting Balance | \$0.00 | | | |
| | Payment Received | \$0.00 | | | |
| | Balance Owed | \$0.00 | | | |
| xxxx | ACCT 2 | | | | |
| | Starting Balance | \$0.00 | | | |
| | Payment Received | \$0.00 | | | |
| | Balance Owed | \$0.00 | | | |

| | | | | | | | | | |
|----|------------------|------------|------------|--|--|--|--|--|--|
| | | | | | | | | | |
| | | | | | | | | | |
| FL | ACCT 3 | | | | | | | | |
| | Starting Balance | | \$7,863.03 | | | | | | |
| | Payment Received | \$ | 342.00 | | | | | | |
| | Balance Owed | \$7,521.03 | | | | | | | |



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #2

Discuss, consider, and take any appropriate action on 2026 strategic planning, including alignment with and springboarding off the 2021 Gunter Strategic Plan.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #3

Discuss, consider, and take any appropriate action on the consultant proposal submitted by GRPR, including scope of services and fee structure.

PRESENTED BY:

Paul Valker, GMDD President

Eric Bunner

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #4

Discuss, consider, and take any appropriate action on the LJA Parks and Recreation proposal.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #5

Discuss, consider, and take any appropriate action on a resolution to approve a Funding Agreement with the City of Gunter for the Gunter Drainage Study – Phase I in an amount not to exceed \$138,000.00.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments

RESOLUTION NO. _____

A RESOLUTION OF THE GUNTER MUNICIPAL DEVELOPMENT DISTRICT APPROVING AN AUTHORIZATION FOR PROFESSIONAL SERVICES WITH TEAGUE NALL AND PERKINS, INC. FOR CITY OF GUNTER MASTER DRAINAGE STUDY – PHASE 2 IN AN AMOUNT NOT TO EXCEED \$130,000.00; AUTHORIZING THE PRESIDENT TO EXECUTE THE AUTHORIZATION FOR PROFESSIONAL SERVICES AND ANY OTHER NECESSARY AND RELATED DOCUMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Chapter 377, Texas Local Government Code (the “Act”), authorizes GMDD to undertake “Development Projects” as defined in Section 377.001(3) of the Act, which includes expenditures found by the Board to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, including drainage improvements and expenditures for land, buildings, equipment, facilities, and improvements found by GMDD to be required or suitable for use for tourist, convention, and public park purposes amphitheatres, concert halls, parks and park facilities, open space improvements, related area transportation facilities, and related roads, streets, drainage, and water and sewer facilities, and other related improvements that enhance any of the foregoing items; and

WHEREAS, GMDD has determined that the City of Gunter Master Drainage Study – Phase 2, which includes Gunter lake/Downtown Core Solution Alternatives, constitutes a “Development Project” as that term is defined in the Act, will further the objectives of GMDD, and will benefit District and the District’s inhabitants;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GUNTER MUNICIPAL DEVELOPMENT DISTRICT THAT:

- Section 1:** The Board of Directors hereby approves the Authorization for Professional Services with Teague Nall and Perkins, Inc. for the City of Gunter Master Drainage Study – Phase 2, in substantially the form attached hereto and incorporated herein by this reference as Exhibit “A,” for compensation not to exceed \$130,000.00.
- Section 2:** Upon approval by the City Council of the City of Gunter, the GMDD President is hereby authorized to execute said Authorization for Professional Services in substantially the form of that attached hereto as Exhibit A and to make or cause to be made the disbursement of funds in accordance therewith.
- Section 3:** Any prior resolution of the GMDD in conflict with the provisions contained in this Resolution are hereby repealed and revoked.
- Section 4:** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 5:** This resolution shall take effect immediately from and after its passage.

DULY PASSED and approved by the Board of Directors of the Gunter Municipal Development District on this the ____ day of _____, 2026.

APPROVED:

GUNTER MUNICIPAL DEVELOPMENT DISTRICT

Paul Valker, President

ATTEST:

Board Secretary

APPROVED AS TO FORM:

Victoria Thomas, Board General Counsel
4899-9516-4578, v. 1

EXHIBIT A
[Authorization for Professional Services TNP, Inc Phase 2 Drainage Study]

4899-9516-4578, v. 1



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: City of Gunter Master Drainage Study – Phase 2

TNP PROJECT NUMBER: TBD

CLIENT: Gunter Municipal Development District
Attn: Eric Wilhite – Development Director

ADDRESS: P.O. Box 349
Gunter, TX 75058

Gunter Municipal Development District (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT) to perform the following services:

Article I

SCOPE: Using the existing conditions data and problem area identification prepared with Phase 1, develop conceptual solution alternatives.

A detailed scope of services is included as Attachment A and is made a part hereto.

Article II

COMPENSATION to be on the basis of the following:

- A. The CONSULTANT's compensation for Basic Services included in Attachment A shall be based on a Fixed Fee of **\$130,000** which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contract completed during the billing period. An overview of the fee elements is as follows:

| | |
|---|------------------|
| Gunter Lake/Downtown Core Solution Alternatives | \$40,000 |
| Hickory Place Area Solution Alternatives | \$65,000 |
| Final Deliverables | \$25,000 |
| Total | \$130,000 |

- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:
- Engineering design of construction documents.
 - FEMA floodplain map modifications (CLOMR, LOMA, LOMR, etc).
 - Water and/or sanitary sewer studies or modeling.
 - TCEQ dam permitting or dam breach analyses.
 - Preparation of emergency action plans or similar.



- TWDB water rights permitting.
- Environmental assessments or permitting.
- Geotechnical evaluations.
- Preparation of easement documents, right-of-way documents or abandonment documents.
- Presentations and public meetings not specifically described herein.
- Coordination with BNSF or TXDOT.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis:

1. Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.
 2. Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment B Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.
- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- E. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment B-1.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A project schedule is included as Attachment C and made a part hereto.

Article IV

CONTRACT PROVISIONS: The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.



Approved by CLIENT:

Gunter Municipal Development District

By: _____


Name: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:  _____

Name: Cecil Cheshier, PE, CFM

Title: Director of Water Resources,
Associate Principal

Date: 04/17/26

Firm Contact Information:

5237 N. Riverside Drive, Suite 100

Fort Worth, Texas 76137

817-336-5773

Contact: Sawyer Maness, PE, CFM



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601
Texas Board of Architectural Examiners Firm No. BR 2673

Project Name: City of Gunter Master Drainage Study – Phase 2

Client: Gunter Municipal Development District

TNP Project #: TBD

Date: 04/17/26



CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in this agreement.

2. DIRECT EXPENSES

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

4. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6. TERMINATION

Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment A will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

12. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

13. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.



15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

16. OWNER RESPONSIBILITY

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

17. SITE VISITS

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

18. CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

20. ATTORNEY FEES

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

21. MISCELLANEOUS

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ATTACHMENT A ITEMIZED SCOPE OF SERVICES

The Gunter Municipal Development District has requested a Master Drainage Study for two areas in the downtown area of the City – Gunter Lake/Downtown Core Area and Hickory Place Area. See Attachment A-1 for a location map and project limits. In order to meet the budget needs and ensure efficiency of the efforts, the project will occur in two phases:

- Phase 1 – Existing Conditions Analysis: This is the effort included in this contract which will involve gathering information, evaluating existing drainage patterns and flooding, and identifying problem areas for mitigation. This phase has been completed.
- Phase 2 – Alternative Development: This will be a future phase upon completion on Phase 1 and will involve developing solutions for each problem area and creating a final report and documentation to use in capital improvement planning.

Following is the scope of services for Phase 2:

A. GUNTER LAKE/DOWNTOWN CORE AREA SOLUTION ALTERNATIVES

The existing conditions study of the Gunter Lake/Downtown Core Area included evaluation of the floodplain area associated with Gunter Lake and evaluation of ditch and culvert capacity to the north. Results showed that the floodplain associated with Gunter Lake was smaller than the FIRM data and it does not cross Little Elm Creek Road. Evaluation of the ditches and culverts north of Little Elm Creek Road shows that properties are significantly inundated due to inadequate ditch and culvert capacity.

Ditch/Culvert Capacity Improvements:

TNP will develop up to 3 alternatives to alleviate the flooding due to inadequate ditch/culvert capacities:

1. Increasing ditch and culvert sizes with recommendations for appropriate sizes at various locations.
2. Installing underground storm drain and rebuilding the roadways with curb and gutter.
3. A combination of the above two options.

Each alternative will be evaluated for level of service with the goal of meeting the City's design criteria.

Upon development of each solution alternative, TNP will develop opinions of probable construction cost including design, right-of-way acquisition, utility relocation and any other ancillary services.

B. HICKORY PLACE AREA SOLUTION ALTERNATIVES

The existing conditions study of the Hickory Place Area included study of a Zone A (unstudied) floodplain through the area and some tributary channels not included in the Zone A floodplain. It also includes roadways with associated ditches and culverts that are undersized. Existing conditions results showed that the channels are undersized to contain the flow conveyed through the area and that properties are significantly inundated due to inadequate ditch and culvert capacity. There are several solutions that will be evaluated for this area that may be used separately or in combination.

Regional Detention Alternatives

- Two detention pond locations/configurations will be evaluated to reduce the flow conveyed through the area and support reduction in required sizes for improvements in the area.
- Downstream culvert and channel sizing will be provided based on each of the detention design options.

Drainage System Improvements.

Two drainage system alternatives within the area will be sized (without detention) and will include elements such as channel cross-sections, underground storm drain, by-pass systems, and roadway culvert improvements.

Ditch/Culvert Capacity Improvements

TNP will develop up to 3 alternatives to alleviate the flooding due to inadequate ditch/culvert capacities:

1. Increasing ditch and culvert sizes with recommendations for appropriate sizes at various locations.
2. Installing underground storm drain and rebuilding the roadways with curb and gutter.
3. A combination of the above two options.

Each alternative will be evaluated for level of service with the goal of meeting the City's design criteria.

Upon development of each solution alternative, TNP will develop opinions of probable construction cost including design, right-of-way acquisition, utility relocation and any other ancillary services.

C. FINAL DELIVERABLES

1. Final Report

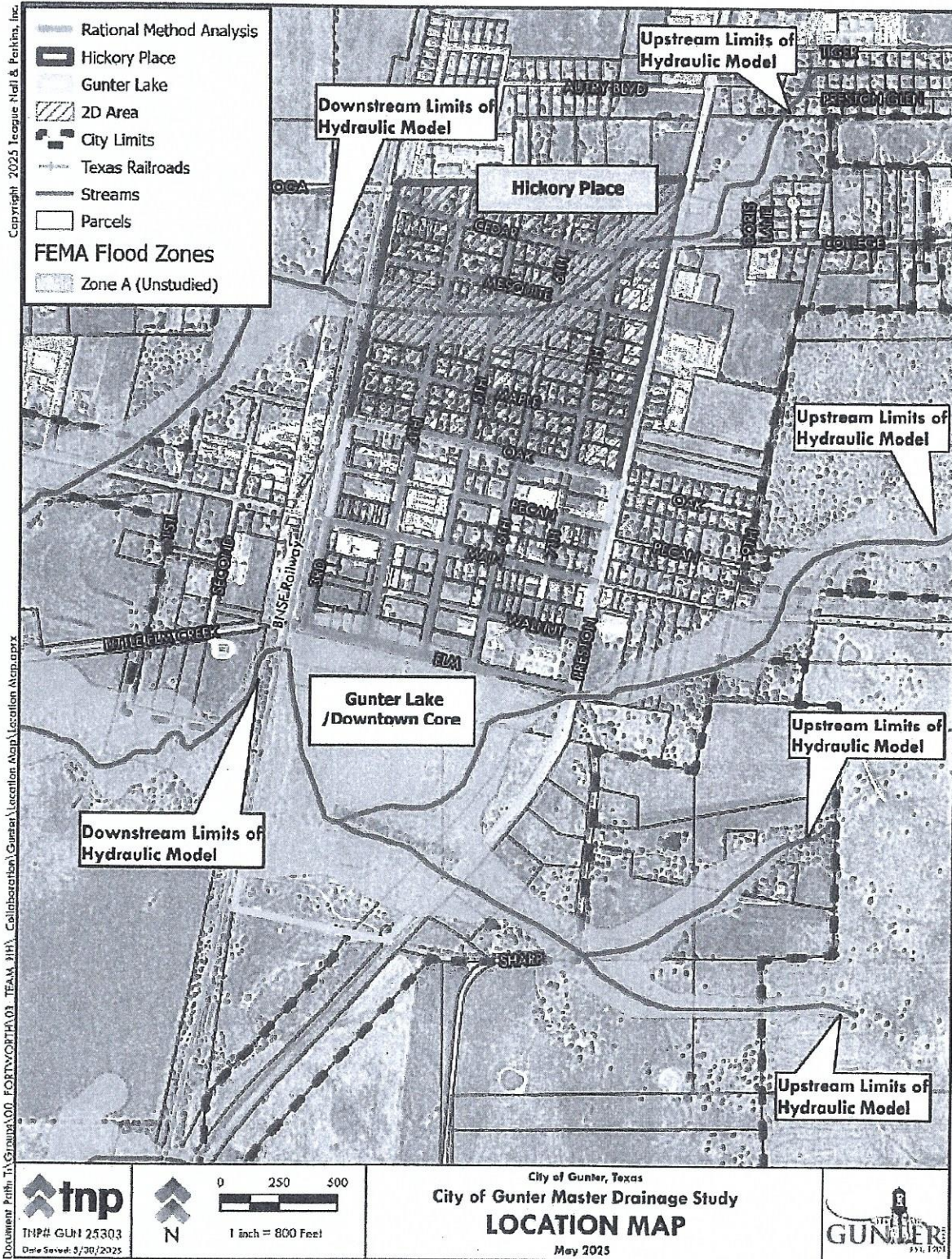
A final report will be prepared that includes:

- Executive Summary
- Summary of data collection
- Catalog of physical data collected
- Existing Conditions Summaries
- Problem area locations and how locations were determined
- Summaries of conceptual solutions that include:
 - Solution summary
 - Level of service
 - Map of solution
 - Constructability evaluation
 - Opinion of probable construction cost
- Recommendations
- Appendices with model output, detailed questionnaire results, public involvement notes and other items
- Digital files transmitted through file sharing

2. Presentation to City Council and Municipal Development District

A presentation will be developed for the Council and MDD that summarizes the process and results and provides an opportunity for public feedback. Any valid public feedback will be documented into the final report and incorporated into the study as needed.

ATTACHMENT A-1 LOCATION MAP AND LIMITS EXHIBIT





Attachment B

Teague Nall and Perkins, Inc.

Standard Hourly Rates

Effective Date: December 15, 2025

| Engineering/Landscape Architecture/ROW | Hourly Billing Rate |
|---|--------------------------------|
| Intern | \$95.00 |
| Clerical | \$100.00 |
| ROW Tech | \$120.00 |
| CAD Technician | \$130.00 |
| Title Agent | \$135.00 |
| Engineer I/II | \$150.00 |
| Landscape Designer | \$150.00 |
| ROW Agent | \$155.00 |
| Senior CAD Technician | \$165.00 |
| Engineer III/IV | \$180.00 |
| Designer | \$190.00 |
| IT Technician | \$190.00 |
| Senior ROW Agent | \$195.00 |
| Relocation Agent | \$195.00 |
| Project Engineer | \$205.00 |
| Senior Designer | \$205.00 |
| Landscape Architect / Planner | \$210.00 |
| Structural Engineer | \$240.00 |
| Project Manager | \$245.00 |
| ROW Manager | \$265.00 |
| Senior Engineer | \$290.00 |
| Senior Landscape Architect/Planner | \$290.00 |
| Senior Structural Engineer | \$295.00 |
| Senior Project Manager | \$300.00 |
| Team Leader | \$310.00 |
| Principal or Director | \$340.00 |

| Surveying | Hourly Billing Rate |
|-------------------------------------|--------------------------------|
| Flagger | \$75.00 |
| Survey Technician | \$145.00 |
| Abstractor (Property Deed Research) | \$145.00 |
| S.I.T. or Senior Survey Technician | \$160.00 |
| Field Coordinator | \$165.00 |
| 1-Person Field Crew w/Equipment** | \$170.00 |
| 2-Person Field Crew w/Equipment** | \$220.00 |

Project Name: City of Gunter Master Drainage Study – Phase 2
Client: Gunter Municipal Development District
TNP Project #: TBD
Date: 04/17/26



| | |
|---|----------|
| Registered Professional Land Surveyor (RPLS) | \$280.00 |
| 3-Person Field Crew w/Equipment** | \$295.00 |
| Terrestrial Scanning Equipment & Crew | \$300.00 |
| Survey Manager | \$340.00 |
| Small Unmanned Aerial Systems (sUAS) Equipment & Crew | \$500.00 |

| | Hourly Billing Rate |
|---|------------------------|
| Utility Management, Utility Coordination, and SUE | |
| Utility Location Specialist | \$140.00 |
| Utility Coordinator | \$170.00 |
| 1-Person Designator Crew w/Equipment*** | \$170.00 |
| Sr. Utility Location Specialist | \$180.00 |
| SUE Field Manager | \$200.00 |
| 2-Person Designator Crew w/Equipment*** | \$235.00 |
| Senior Utility Coordinator | \$250.00 |
| 3- Person Designator Crew w/Equipment**** | \$335.00 |
| 2-Person Vac Excavator Crew – Vac Trailer (Exposing Utility Only) | \$350.00 (4 hr. min.) |
| 2-Person Vac Excavator Crew – 4 Yard Vac Truck (Exposing Utility Only) | \$375.00 (4 hr. min.) |
| 2-Person Vac Excavator Crew – 12 Yard Vac Truck (Exposing Utility Only) | \$400.00 (4 hr. min.) |
| Core Drill (equipment only) | \$830.00 per day |
| SUE QL-A Test Hole (0 < 8 ft)***** | \$2,700.00 each |
| SUE QL-A Test Hole (> 8 < 15 ft)***** | \$3,200.00 each |

| | Hourly Billing Rate |
|---|------------------------|
| Construction Management, Construction Engineering and Inspection (CEI) | |
| Construction Inspector I/II | \$120.00 |
| Construction Inspector III | \$150.00 |
| Senior Construction Inspector | \$175.00 |
| Construction Manager | \$245.00 |
| Senior Construction Manager | \$300.00 |

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

- * Rates shown are effective as of Dec.15, 2025 and are subject to change.
- ** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.
- *** Includes crew labor, vehicle costs, designating equipment, and field supplies.
- **** Level B Designation required prior to Level A Test Hole. Cost of Level B work not included.



**ATTACHMENT B-1
SAMPLE INVOICE**

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive
Suite 100
Fort Worth, TX 76137
817-336-5773

Eric Wilhite
Gunter Municipal Development District
P.O. Box 349
Gunter, TX 75058

GUN 25303-XX
Date

**City of Gunter Master Drainage Study
GUN 25303**

Professional services rendered for the month ending June 30,2023

| Description | Contract Amount | Percent Complete | Total Billed | Prior Billed | Current Billed |
|--------------------------------------|-----------------|------------------|--------------|--------------|----------------|
| Survey | 31,000.00 | 100.00 | 31,000.00 | 23,250.00 | 7,750.00 |
| Data Collection/Public Involvement | 38,000.00 | 75.00 | 28,500.00 | 9,500.00 | 19,000.00 |
| Gunter Lake/Downtown Core Area Study | 33,500.00 | 60.00 | 20,100.00 | 10,050.00 | 10,050.00 |
| Hickory Place Area Study | 35,500.00 | 25.00 | 8,375.00 | 0.00 | 8,375.00 |
| Total | 138,000.00 | 64.75 | 87,975.00 | 42,800.00 | 45,175.00 |

Invoice total

\$45,175.00

Please show project number on all payments of this statement

ATTACHMENT C PROJECT SCHEDULE

The CONSULTANT shall endeavor to accomplish the work in accordance with the following schedule:

| | |
|---|---|
| Gunter Lake/Downtown Core Area Alternatives | Within 30 days of Notice to Proceed |
| Hickory Place Area Alternatives | Within 90 days of Notice to Proceed |
| Draft Final Report | Within 30 days of comments received on alternatives |
| Council/MDD Presentation | Within 30 days of submittal of Draft Final Report |
| Final Report | Within 15 days of Council/MDD Presentation |

All days indicated are calendar days.



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #6

Discuss, consider and take any appropriate action on a resolution to approve an agreement with Teague Nall and Perkins, Inc. for the City of Gunter Drainage Study – Phase II in an amount not to exceed \$130,000.00.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments

RESOLUTION NO. _____

A RESOLUTION OF THE GUNTER MUNICIPAL DEVELOPMENT DISTRICT APPROVING A FUNDING AGREEMENT WITH THE CITY OF GUNTER BY WHICH THE DISTRICT WILL PROVIDE FUNDING TO THE CITY IN AN AMOUNT NOT TO EXCEED \$138,000.00 FOR REIMBURSEMENT OF THE CITY'S EXPENDITURES FOR A PHASE I MASTER DRAINAGE STUDY FOR THE DOWNTOWN GUNTER AREA; AUTHORIZING THE PRESIDENT TO EXECUTE THE FUNDING AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Gunter has requested Gunter Municipal Development District ("GMDD") provide funding to the City Phase I of a Master Drainage Study for the Downtown Gunter Area (the "Project"); and

WHEREAS, the Chapter 377, Texas Local Government Code (the "Act"), authorizes GMDD to undertake "Development Projects" as defined in Section 377.001(3) of the Act, which includes expenditures found by the Board to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, including drainage improvements and expenditures for land, buildings, equipment, facilities, and improvements found by GMDD to be required or suitable for use for tourist, convention, and public park purposes amphitheaters, concert halls, parks and park facilities, open space improvements, related area transportation facilities, and related roads, streets, drainage, and water and sewer facilities, and other related improvements that enhance any of the foregoing items; and

WHEREAS, GMDD has determined that the funding the Project as requested by the City constitutes a "Development Project" as that term is defined in the Act, will further the objectives of GMDD, and will benefit District and the District's inhabitants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GUNTER MUNICIPAL DEVELOPMENT DISTRICT THAT:

- Section 1:** The Board of Directors hereby approves the funding agreement, attached hereto and incorporated herein by this reference as Exhibit A, between the City of Gunter and the Gunter Municipal Development District for the funding of the Project identified in that Funding Agreement related to Phase I of the Master Drainage Study for the Downtown Gunter Area, in an amount not to exceed \$138,000.00.
- Section 2:** The GMDD President is hereby authorized to execute said funding agreement, in substantially the form of that attached hereto as Exhibit A and to make or cause to be made the disbursement of funds in accordance therewith.
- Section 3:** Any prior resolution of the GMDD in conflict with the provisions contained in this Resolution are hereby repealed and revoked.
- Section 4:** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 5:** This resolution shall take effect immediately from and after its passage.

DULY PASSED and approved by the Board of Directors of the Gunter Municipal Development District on this the ____ day of _____, 2026.

APPROVED:

GUNTER MUNICIPAL DEVELOPMENT DISTRICT

Paul Valker, President

ATTEST:

Board Secretary

APPROVED AS TO FORM:

Victoria Thomas, Board General Counsel
4921-2999-9266, v. 1

EXHIBIT A
[Funding Agreement]

4921-2999-9266, v. 1

“Effective Date” mean _____.

“Expiration Date” means the date the Parties have fully satisfied their respective obligations herein.

“Funding” means the payment of funds in an amount not to exceed \$138,000.00 paid to City for preparation of existing conditions models and analysis as Phase I Master Drainage Study for the Downtown Gunter Area, in accordance with the Authorization for Professional Services between the City of Gunter and Teague Nal and Perkins, Inc., attached hereto and incorporated herein by this reference as Exhibit “A.”

“Project” means the Phase I Master Drainage Study for the Downtown Gunter Area to be performed by Teague Nall and Perkins, Inc. in accordance with Exhibit “A” attached hereto and incorporated herein by this reference.

Article II Term

The term of this Agreement shall begin on _____ and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Project Funding

3.1 Payment of Funding. Subject to the continued satisfaction of all the terms and conditions of this Agreement by City, including the obligation of City to repay the Funding pursuant to Article V hereof, GMDD agrees to pay the Funding to reimburse City for costs incurred by City in association with the Project. GMDD agrees to make such payments not later than the thirty (30) days after presentation by City to GMDD of a written request for payment accompanied by evidence of expenditure of funds for the Project in accordance with this Agreement. If City’s actual cost for the Project is less than \$138,000.00, the final payment shall be reduced to an amount equal to the amount necessary to pay the remaining balance of the Project costs to be reimbursed.

3.2 Grant Limitations. GMDD shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by City. None of the obligations of GMDD under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. Under no circumstances shall the obligations of GMDD hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding made hereunder shall be paid solely from lawfully available funds. Consequently, notwithstanding any other provision of this Agreement, GMDD shall have no obligation or liability to provide the Funding except as allowed by law.

Article IV
Conditions to Project Funds

The obligation of GMDD to provide the Funding to City shall be conditioned upon City's compliance and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV, provided that failure to satisfy a condition shall not prevent the payment of the Funding prior to the specified deadline for satisfaction of the condition:

4.1 Good Standing. City shall not have an uncured breach or default of this Agreement.

4.2 Completion of the Project. City shall commence the Project on or before _____ and conclude the Project on or before _____.

4.3 Use of Funding. The Funding shall be used solely for the costs of the Project and shall not exceed the lesser of (i) City's actual costs for the Project and (ii) \$138,000.00.

Article V
Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one or more of the following dates:

- (a) By written agreement of the Parties;
- (b) Expiration Date;
- (c) On the date of termination set forth in written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided, however, if the breach may not be cured within such 30-day period the breaching Party shall have an additional sixty (60) days to cure such breach;
- (d) On the date of termination set forth in written notice by either Party, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
- (e) If the Purchase Agreement is terminated without the Property being conveyed to City.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that the Parties in satisfying the conditions of this Agreement have acted independently, and neither Party assumes any responsibilities or liabilities to third parties in connection with Parties' actions.

6.3 No Joint Venture. The Parties acknowledge and agree the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day received if sent by courier or otherwise hand delivered.

If intended for GMDD, to:

Gunter Municipal Development District
Attn: Paul Valker, President
P. O. Box 349
Gunter, Texas 75058

With a copy to:

Victoria Thomas
Nichols | Jackson, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

If intended for City, to:

City of Gunter, Texas
Attn: Karen Souther, Mayor
105 N. 4th Street
Gunter, Texas 75058

With a copy to:

Courtney Morris
Nichols | Jackson, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Grayson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal,

invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute the same instrument.

6.12 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period following the termination of this Agreement shall survive termination.

6.14 Successors and Assigns. This Agreement may not be assigned without the prior written consent of GMDD.

(Signature Page to Follow)

SIGNED AND AGREED on this _____ day of _____, 2026.

CITY OF GUNTER MUNICIPAL DEVELOPMENT DISTRICT

By: _____
Paul Valker, President

SIGNED AND AGREED on this _____ day of _____, 2026.

CITY OF GUNTER, TEXAS

By: _____
Karen Souther, Mayor

Approved as to Form:

By: _____
Courtney Goodman-Morris, City Attorney

EXHIBIT "A"
TNP Phase I Drainage Agreement



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: City of Gunter Master Drainage Study
TNP PROJECT NUMBER: GUN 25303
CLIENT: City of Gunter
 Attn: Adam Adams
ADDRESS: P.O. Box 349
 Gunter, TX 75058

City of Gunter (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT) to perform the following services:

Article I

SCOPE: Prepare existing conditions models and analysis as Phase 1 of a Master Drainage Study for the Downtown Area.

A detailed scope of services is included as Attachment A and is made a part hereto.

Article II

COMPENSATION to be on the basis of the following:

- A. The CONSULTANT's compensation for Basic Services included in Attachment A shall be based on a Fixed Fee of **\$138,000** which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contract completed during the billing period. An overview of the fee elements is as follows:

| | |
|--|------------------|
| Survey | \$31,000 |
| Data Gathering | \$38,000 |
| Gunter Lake/Downtown Core Existing Conditions Analysis | \$33,500 |
| Hickory Place Area Existing Conditions Analysis | \$35,500 |
| Total | \$138,000 |

- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:
- Engineering design of construction documents.
 - FEMA floodplain map modifications (CLOMR, LOMA, LOMR, etc).
 - Water and/or sanitary sewer studies or modeling.
 - TCEQ dam permitting or dam breach analyses.



- Preparation of emergency action plans or similar.
- TWDB water rights permitting.
- Environmental assessments or permitting.
- Geotechnical evaluations.
- Preparation of easement documents, right-of-way documents or abandonment documents.
- Preparation of cost estimates beyond those quantified herein.
- Presentations and public meetings not specifically described herein.
- Coordination with BNSF or TXDOT.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis:

1. Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.
 2. Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment B Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.
- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- E. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment B-1.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A project schedule is included as Attachment C and made a part hereto.

Article IV

CONTRACT PROVISIONS: The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.



Approved by CLIENT:

City of Gunter

By:

Name:

Title:

Date:

Karen Souther

Mayor

7/1/25

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:

Name:

Title:

Date:

Mandy Clark, PE, CFM, AICP

Director of Water Resources

6/24/2025

Firm Contact Information:

5237 N. Riverside Drive, Suite 100

Fort Worth, Texas 76137

817-336-5773

Contact: Mandy Clark



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601
Texas Board of Architectural Examiners Firm No. BR 2673



CONTRACT PROVISIONS

- 1. AUTHORIZATION TO PROCEED**
Signing this agreement shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in this agreement.
- 2. DIRECT EXPENSES**
A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.
- 3. OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.
- 4. OPINION OF PROBABLE COST**
In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 5. PROFESSIONAL STANDARDS**
The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6. TERMINATION**
Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
- 7. LEGAL EXPENSES**
In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
- 8. PAYMENT TO CONSULTANT**
Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.
- 9. ADDITIONAL SERVICES**
Services not specified as Basic Services in Scope and Attachment A will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.
- 10. SALES TAX**
In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.
- 11. SURVEYING SERVICES**
In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.
- 12. LANDSCAPE ARCHITECT SERVICES**
The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.
- 13. INVALIDITY CLAUSE**
In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- 14. PROJECT SITE SAFETY**
CONSULTANT has no duty or responsibility for project site safety.



15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

16. OWNER RESPONSIBILITY

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

17. SITE VISITS

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

18. CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

20. ATTORNEY FEES

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

21. MISCELLANEOUS

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



ATTACHMENT A ITEMIZED SCOPE OF SERVICES

The City of Gunter has requested a Master Drainage Study for two areas in the downtown area of the City – Gunter Lake/Downtown Core Area and Hickory Place Area. See Attachment A-1 for a location map and project limits. In order to meet the City's budget needs and ensure efficiency of the efforts, the project will occur in two phases:

- Phase 1 – Existing Conditions Analysis: This is the effort included in this contract which will involve gathering information, evaluating existing drainage patterns and flooding, and identifying problem areas for mitigation.
- Phase 2 – Alternative Development: This will be a future phase upon completion on Phase 1 and will involve developing solutions for each problem area and creating a final report and documentation for the City to use in its capital improvement planning.

Following is the scope of services for Phase 1:

A. DATA GATHERING

1. Survey

TNP will provide all office and field work necessary to perform a limited Topographic Survey for the areas to support the modeling needs associated with the Master Drainage Study. The Survey will only identify surface topography (one-foot contours) based on a 25' grid with limited creek detail. 2D planimetric features and improvements, including buildings, structures, pavement, utilities, etc. will not be located or identified. Additionally, the Survey will include type, size and upstream/downstream flow line information for approximately 12 culvert/bridge locations.

All survey information provided will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from RTK observations. Orthometric heights will be calculated by applying the Geoid 12B model to ellipsoid heights.

TNP shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

2. Data Collection

a. Available Studies/Plans

- The City will compile all relevant plans, maps, and studies and provide them to TNP. TNP will evaluate the available data and incorporate it as appropriate into the Study

b. Site Visits

TNP will conduct site visits as needed to support the study. It is anticipated that the following visits will be required:

- Asset data collection. TNP will evaluate the information provided above and use publicly available data such as Google Earth, Google Street View, LiDAR and other online resources to determine the locations of public and private drainage infrastructure. The Survey task above will also provide data, but the scope does not include full ground survey of all ditches and culverts and it is anticipated that a site visit will be necessary to catalog driveway culverts and confirm sizes and locations of other infrastructure.
- Existing Conditions Assessment/Problem Area Determination. Upon completion of existing conditions tasks, TNP will conduct a site visit to compare modeling results to physical conditions and identify potential problem areas and solutions for incorporation into solution alternative models.
- Project Feasibility. Once alternatives are identified for problem area locations, TNP will visit each location and evaluate constructability and potential conflicts.

3. Public Involvement

After existing conditions modeling is complete and problem areas are identified, TNP will make a presentation to City Council of the findings and be available for questions from the Council and the public. A public hearing or time for public comment will occur at the Council meeting to allow feedback from the public. Any additional feedback on



problem areas will be incorporated into the existing conditions report. This meeting will be the last step in this scope prior to submission of the final existing conditions report.

B. GUNTER LAKE/DOWNTOWN CORE AREA EXISTING CONDITIONS EVALUATION

The study of the Gunter Lake/Downtown Core Area will consist of evaluation of the floodplain area associated with Gunter Lake and evaluation of ditch and culvert capacity to the north. These areas will be evaluated with the Downtown Master Plan in mind and TNP will look for opportunities to incorporate goals and concepts from the Downtown Master Plan.

1. Hydrology. TNP will develop drainage area maps and perform hydrologic calculations using a combination of SCS Unit Hydrograph Method for the watershed contributing to Gunter Lake and the Rational Method for the roadside ditches and localized flow. Discharges from each area will be determined in accordance with FEMA requirements and the City's design standards – 1-, 5-, 10-, 25-, 50-, and 100-year existing conditions events and 100-year fully-developed conditions.
2. Floodplain Hydraulics. TNP will incorporate the calculated discharges into a 1D HEC-RAS model for the limits shown on Attachment A-1. The model will be used to map the floodplain, show current inundation limits and to establish water surface elevations to ensure no adverse impacts related to proposed alternatives.
3. Ditch/Street Hydraulics. TNP will incorporate the calculated discharges into normal depth modeling of the ditches and culverts outside of the floodplain. These calculations will be done using spreadsheets and software appropriate for the specific location. Exhibits will be developed to show hydraulic level of service in these areas.
4. Staff Workshop. A meeting, either on-line or in person, will be held to discuss the findings and acceptable alternative solutions.

C. HICKORY PLACE AREA STUDY

The Hickory Place Area is comprised of Zone A (unstudied) floodplain through the area and some tributary channels not included in the Zone A floodplain. It also includes roadways with associated ditches and culverts that are undersized.

1. Hydrology. TNP will develop drainage area maps and perform hydrologic calculations using a combination of the SCS Unit Hydrograph Method and the Rational Method. Discharges from each area will be determined in accordance with FEMA requirements and the City's design standards for the 1-, 5-, 10-, 25-, 50-, and 100-year existing conditions events and the 100-year fully-developed conditions.
2. Floodplain/Channel Hydraulics.
 - Area between Preston Road and the Railroad. TNP will incorporate the calculated discharges into a two dimensional (2D) hydraulic model for the Zone A floodplain and associated channels. The model will be used to map the floodplain and show current inundation limits and depths.
 - Areas upstream of Preston Road and Downstream of the Railroad. TNP will model upstream and downstream channel using HEC-RAS 1D to establish existing water surface elevations per limits shown on Attachment A-1. The purpose of upstream and downstream evaluation is to establish water surface elevations to ensure no adverse impacts related to proposed alternatives.
3. Ditch/Street Hydraulics. TNP will incorporate the calculated discharges into normal depth modeling of the ditches and culverts outside of the floodplain. These calculations will be done using spreadsheets and software appropriate for the specific location. Exhibits will be developed to show hydraulic level of service in these areas.
4. Staff Workshop. A meeting, either on-line or in person, will be held to discuss the findings and acceptable alternative solutions.

D. FINAL DELIVERABLES

Existing Conditions Report

Project Name: City of Gunter Master Drainage Study
Client: City of Gunter
TNP Project #: GUN 25303
Date: 6/24/2025

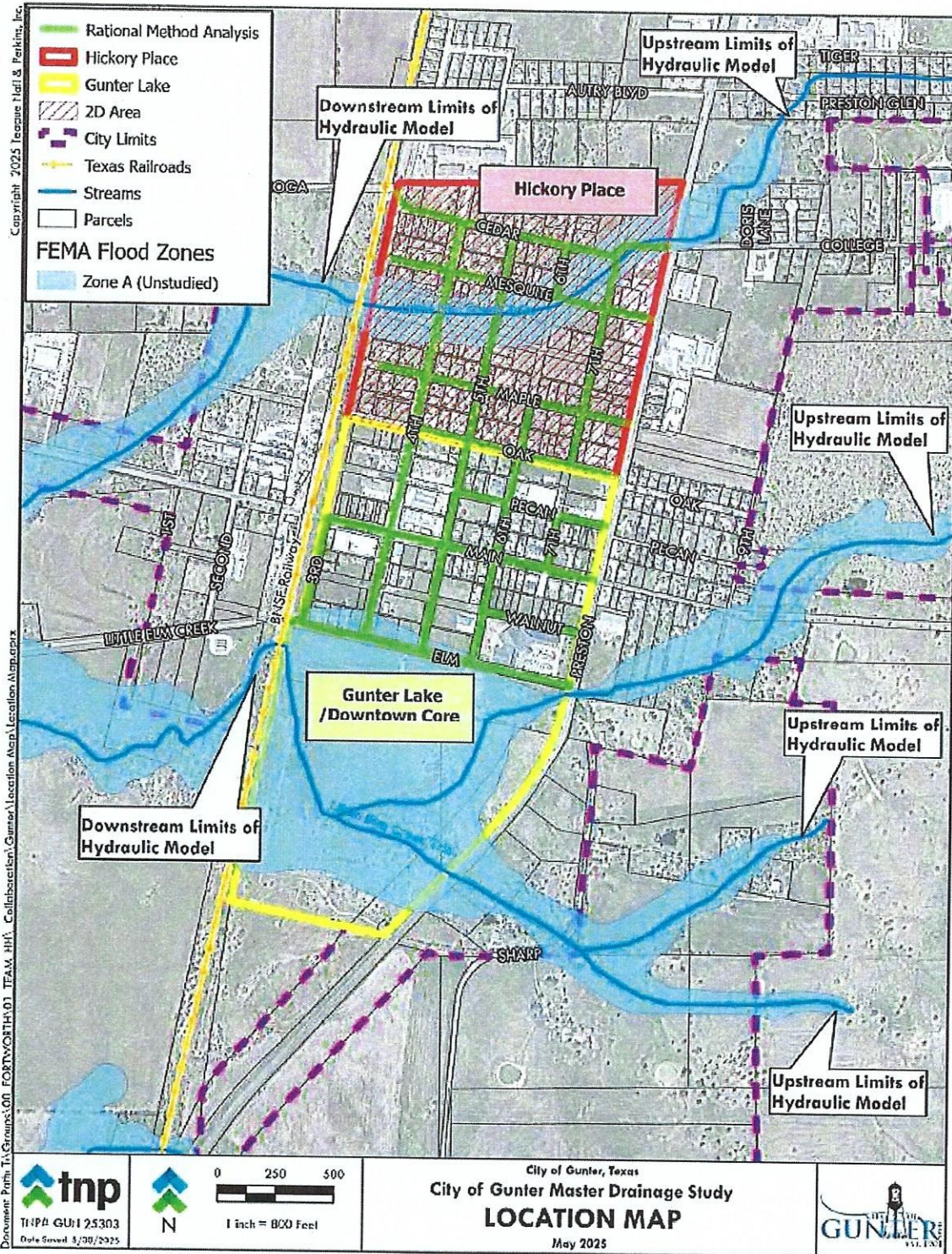


An existing conditions report will be provided to the City that includes:

- Executive Summary
- Summary of data collection
- Catalog of physical data collected
- Council and public work session summary
- Existing Conditions Summaries
- Problem area locations and how locations were determined
- Summary of results
- Appendices with model output, detailed questionnaire results, public involvement notes and other items
- Digital files transmitted through file sharing

Upon completion of the scope above, a detailed proposal will be developed for evaluation of the identified problem areas and development of solution alternatives.

ATTACHMENT A-1 LOCATION MAP AND LIMITS EXHIBIT





**ATTACHMENT B
STANDARD RATE SCHEDULE**

*Effective January 1, 2024 **

| Engineering/Landscape Architecture/ROW | Hourly Billing Rate |
|---|----------------------------|
| Principal or Director | \$310.00 |
| Team Leader | \$285.00 |
| Senior Project Manager | \$280.00 |
| Project Manager | \$240.00 |
| Senior Engineer | \$290.00 |
| Project Engineer | \$190.00 |
| Senior Structural Engineer | \$295.00 |
| Structural Engineer | \$210.00 |
| Engineer III/IV | \$170.00 |
| Engineer I/II | \$145.00 |
| Senior Landscape Architect/Planner | \$290.00 |
| Landscape Architect / Planner | \$210.00 |
| Landscape Designer | \$150.00 |
| Senior Designer | \$195.00 |
| Designer | \$170.00 |
| Senior CAD Technician | \$165.00 |
| CAD Technician | \$130.00 |
| IT Technician | \$190.00 |
| Clerical | \$90.00 |
| ROW Manager | \$265.00 |
| Senior ROW Agent | \$195.00 |
| ROW Agent | \$155.00 |
| Relocation Agent | \$195.00 |
| ROW Tech | \$110.00 |
| Intern | \$90.00 |
| Surveying | |
| Survey Manager | \$310.00 |
| Registered Professional Land Surveyor (RPLS) | \$265.00 |
| Field Coordinator | \$160.00 |
| S.I.T. or Senior Survey Technician | \$155.00 |
| Survey Technician | \$140.00 |
| 1-Person Field Crew w/Equipment** | \$170.00 |
| 2-Person Field Crew w/Equipment** | \$200.00 |
| 3-Person Field Crew w/Equipment** | \$225.00 |
| 4-Person Field Crew w/Equipment** | \$245.00 |
| Flagger | \$65.00 |
| Abstractor (Property Deed Research) | \$105.00 |

Project Name: City of Gunter Master Drainage Study
 Client: City of Gunter
 TNP Project #: GUN 25303
 Date: 6/24/2025



| | |
|---|----------|
| Small Unmanned Aerial Systems (sUAS) Equipment & Crew | \$475.00 |
| Terrestrial Scanning Equipment & Crew | \$290.00 |

| Utility Management, Utility Coordination, and SUE | Hourly Billing Rate |
|--|----------------------------|
| Senior Utility Coordinator | \$190.00 |
| Utility Coordinator | \$170.00 |
| SUE Field Manager | \$190.00 |
| Sr. Utility Location Specialist | \$180.00 |
| Utility Location Specialist | \$135.00 |
| 1-Person Designator Crew w/Equipment*** | \$165.00 |
| 2-Person Designator Crew w/Equipment*** | \$220.00 |
| 2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum) | \$335.00 |
| Core Drill (equipment only – per day) | \$830.00 |
| SUE QL-A Test Hole (0 < 8 ft; cost per each)*** | \$2,400.00 |
| SUE QL-A Test Hole (> 8 < 15 ft; cost per each)*** | \$2,900.00 |

| Construction Management, Construction Engineering and Inspection (CEI) | Hourly Billing Rate |
|---|----------------------------|
| Construction Inspector I/II | \$120.00 |
| Construction Inspector III | \$140.00 |
| Senior Construction Inspector | \$160.00 |
| Construction Manager | \$235.00 |
| Senior Construction Manager | \$280.00 |

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2024 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Includes crew labor, vehicle costs, and field supplies.



**ATTACHMENT B-1
SAMPLE INVOICE**

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive
Suite 100
Fort Worth, TX 76137
817-336-5773

Adam Adams
City of Gunter
P.O. Box 349
Gunter, TX 75058

GUN 25303-XX
Date

**City of Gunter Master Drainage Study
GUN 25303**

Professional services rendered for the month ending June 30,2023

| Description | Contract Amount | Percent Complete | Total Billed | Prior Billed | Current Billed |
|--------------------------------------|-----------------|------------------|--------------|--------------|----------------|
| Survey | 31,000.00 | 100.00 | 31,000.00 | 23,250.00 | 7,750.00 |
| Data Collection/Public Involvement | 38,000.00 | 75.00 | 28,500.00 | 9,500.00 | 19,000.00 |
| Gunter Lake/Downtown Core Area Study | 33,500.00 | 60.00 | 20,100.00 | 10,050.00 | 10,050.00 |
| Hickory Place Area Study | 35,500.00 | 25.00 | 8,375.00 | 0.00 | 8,375.00 |
| Total | 138,000.00 | 64.75 | 87,975.00 | 42,800.00 | 45,175.00 |

Invoice total

\$45,175.00

Please show project number on all payments of this statement

Project Name: City of Gunter Master Drainage Study
Client: City of Gunter
TNP Project #: GUN 25303
Date: 6/24/2025



ATTACHMENT C PROJECT SCHEDULE

The CONSULTANT shall endeavor to accomplish the work in accordance with the following schedule:

| | |
|---|---|
| Kickoff/Staff Workshop | Within 14 days of NTP/Contract Execution |
| Survey | Within 21 days of Kickoff |
| Existing Conditions Results/Problem Area ID | Within 90 days of Kickoff |
| Existing Conditions Report | Within 30 days of acceptance of Alternative Solutions |

All days indicated are calendar days.



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #7

Discuss, consider and take any appropriate action in regard to formalizing budgets and plans for marketing/ PR and/or upgrades to the current MDD website.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #8

Discuss, consider, and take any appropriate action on proposed updates to the Gunter MDD website.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #9

Discuss, consider, and act upon accepting Letter of Resignation from Christina Zielinski from the Gunter MDD Board, effective April 16, 2026.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments

April 16, 2026

Dear City of Gunter and Gunter MDD Board Members:

Please accept this letter as my formal resignation from the Gunter Municipal Development District Board, effective today.

It has been a privilege to serve alongside each of you and be even a small part of the growth and vision of our community. I am grateful for the opportunity.

I remain supportive of the District's continued success and appreciate the dedication of those who serve.

**Respectfully,
Christina Zielinski**

#esplanade



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #10

Discuss, consider, and take any appropriate action to amend the budget to correct the overages made by the MDD.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #11

Discuss, consider, and take any appropriate action on the 2026-2027 Budget that the City Administrator is working on and the sharing of required information.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #12

BOARD BUSINESS - EXECUTIVE SESSION

A. As authorized by Sections 551.072 of the Texas Government Code, the Board may convene into Executive Session to discuss items listed herein, as needed.

- a. Discuss, consider, and take any appropriate action on matters related to property purchases and property updates including “Esplanade” (Code Name: as permitted by the Texas Open Meetings

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #13

BOARD BUSINESS - REGULAR SESSION

Discuss, consider and take any appropriate action necessary as result of Executive Session.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments



GMDD MEETING
May 26, 2026
5:30 PM

AGENDA ITEM #14

Suggested future agenda items.

PRESENTED BY:

Paul Valker, GMDD President

RECOMMENDATION:

LEGAL REVIEW: N/A

ATTACHMENTS: See attachments