

# BOARD OF DIRECTORS REGULAR MEETING

#### TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1 100 MUNICIPAL DRIVE TROPHY CLUB, TEXAS 76262

Wednesday, November 19, 2025

6:30 P.M.

**Svore Municipal Boardroom** 

#### **REGULAR MEETING AGENDA**

VIA VIDEOCONFERENCE - THE PRESIDING OFFICER AND A QUORUM OF THE BOARD OF DIRECTORS WILL BE PHYSICALLY PRESENT AT, AND MEMBERS OF THE PUBLIC MAY ATTEND THE MEETING AT THE LOCATION SPECIFIED ABOVE. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.127, ON A REGULAR, NON-EMERGENCY BASIS, UP TO TWO DIRECTORS' MAY ATTEND AND PARTICIPATE IN THE MEETING REMOTELY BY VIDEOCONFERENCE. SHOULD THAT OCCUR, A QUORUM OF THE MEMBERS WILL BE PHYSICALLY PRESENT AT THE LOCATION NOTED ABOVE ON THIS AGENDA.

#### **CALL TO ORDER AND ANNOUNCE A QUORUM**

#### CITIZEN COMMENTS

This is an opportunity for citizens to address the Board on any matter whether or not it is posted on the agenda. The Board is not permitted to take action on or discuss any comments made to the Board at this time concerning an item not listed on the agenda. The Board will hear comments on specific agenda items prior to the Board addressing those items. You may speak up to four (4) minutes, or the time limit determined by the President or presiding officer. To speak during this item, you must complete the Speaker's form that includes the topic(s) of your statement. Citizen Comments should be limited to matters over which the Board has authority.

#### **REPORTS & UPDATES**

- 1. Monthly Staff Reports
  - a. Monthly Capital Improvement Projects
  - b. Monthly Operations Reports
  - c. Monthly Finance Reports

**Attachments: Monthly Staff Reports** 

#### **CONSENT AGENDA**

All matters listed as Consent Agenda are considered to be routine by the Board of Directors and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- 2. Consider and act to approve the Consent Agenda.
  - a. October 15, 2025, Regular Meeting Minutes

Attachment: October meeting minutes

#### **REGULAR SESSION**

3. Consider and act regarding approval of employee health and ancillary benefits for the calendar year beginning January 1, 2026, and ending December 31, 2026, and authorize the General Manager to execute the necessary documents.

Attachments: Staff Report

 Consider and act regarding approval of Contract No. 2025111901 with Insituform Technologies, LLC., for wastewater collection system repairs and authorize the General Manager to execute the necessary documents.

Attachments: Contract No. 2025111901

- 5. Discussion and possible action concerning the operation of District wells. (BR/NT)
- 6. Discussion and possible action regarding Facility Use Agreement with the Town of Trophy Club for use of the Annex Building.

Attachments: Facility Use Agreement Draft

- 7. Discussion and possible action regarding appointing two directors to serve on a committee to meet with the Town of Trophy Club Town Council representatives regarding the following:
  - Fire ILA revisions for FY2027
  - Annex Building Long -Term Use
  - Fire Department Staffing

#### **EXECUTIVE SESSION**

- 8. Pursuant to Section 551.071 of the Texas Open Meetings Act, the Board may consult with its attorney in Executive Session on a matter in which the duty of the attorney to the Governmental Body under the Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act or to seek advice of counsel on legal matters involving pending or contemplated litigation or settlement offers: Determination of District Assets
- 9. Pursuant to Section 551.072 of the Texas Open Meetings Act, the Board may deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person: District Assets

#### **REGULAR SESSION**

10. Consider and take appropriate action regarding items discussed in Executive Session.

#### **FUTURE AGENDA ITEMS**

Board Members may provide requests for discussion items for a future agenda in accordance with the board's approved bylaws. No further discussion will be held related to topics proposed until they are posted on a future agenda in accordance with the Texas Open Meetings Act

11. Items for future agendas:

12. Next Regular Meeting date – December 17, 2025, Regular Board Meeting

Attachment: December calendar

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND/OR 418.183 (HOMELAND SECURITY).

**ADJOURN** 

# Capital Improvement Projects

November 2025



**PLAN** 



### Annual Wastewater Analysis

- The WW Analysis in Basin 11 will evaluate:
  - o 30,117 LF pipe
  - o 112 manholes
- CCTV inspections will begin Nov. 17
- Manhole inspections and smoke testing has been completed
- This project also includes inspection of 6,019 LF near Seminole and Fresh Meadow

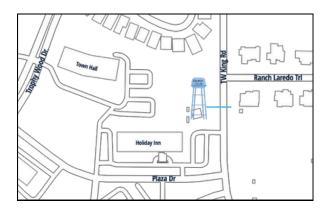


**DESIGN** 



### **Emergency Connection**

- Design of a connection between the District and Southlake water system is in progress
- When the design is finalized, approvals will need to be obtained from the cities of Southlake and Fort Worth as well as TCEQ
- Bidding and construction will begin once final approvals from the respective entities have been received



**PLAN** 

**DESIGN** 

**BUILD** 

COMPLETE



#### **DESIGN**



## Wastewater Line Rehabilitation Project

- Design is underway for
  - Rehabilitation of 900 L.F. of wastewater line
  - o Rehabilitation of seven manholes
  - Abandon 350 L.F. of wastewater line and associated manholes
- 30% plans were received in early November
- Repairs were identified in the FY25 Wastewater System Analysis
- The final design is expected in March 2026

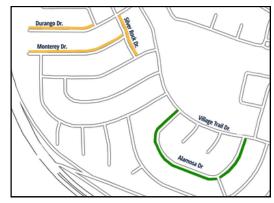


#### **BUILD**



## FY25 Water Line Replacement

- New water mains are installed on Alamosa, Monterey, Durango and Silver Rock
- Sod replacement and concrete repairs are underway
- Work has initiated in the Indian Creek area
- Two water tees on opposite ends of Indian Creek will be replaced concurrently
- This will necessitate a planned temporary water outage during the day
- Affected homeowners will receive 72 hours notice of the planned outage

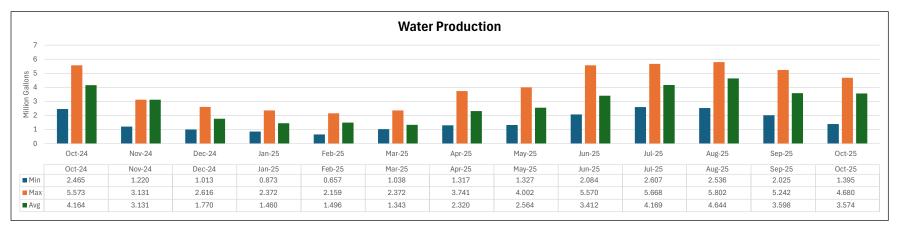


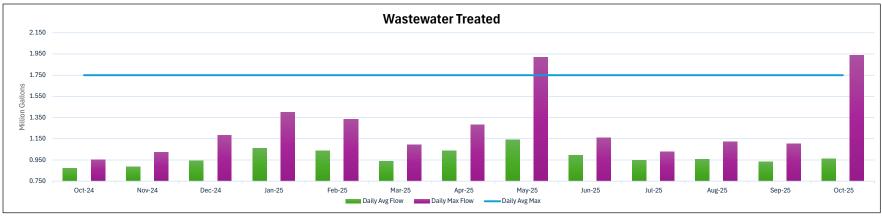


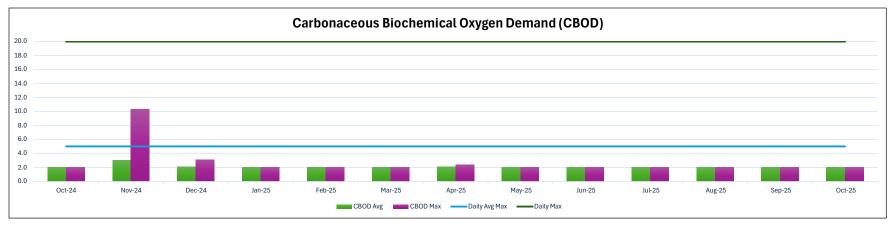
IN PROGRESS NEAR

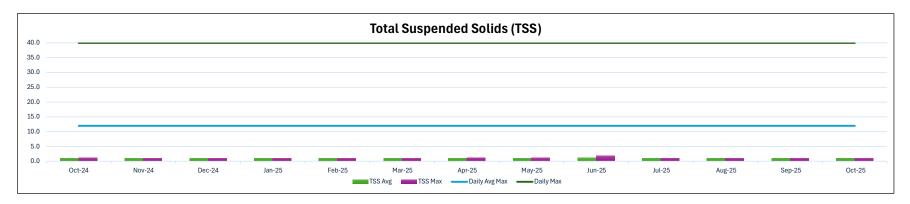
NEAR COMPLETION

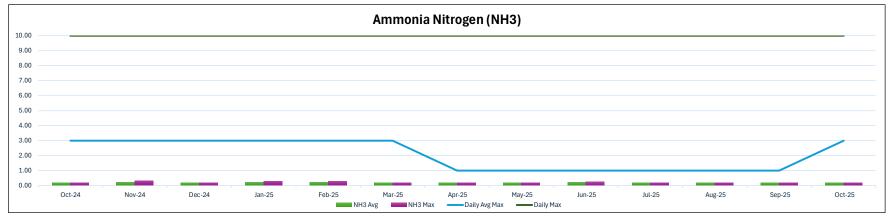


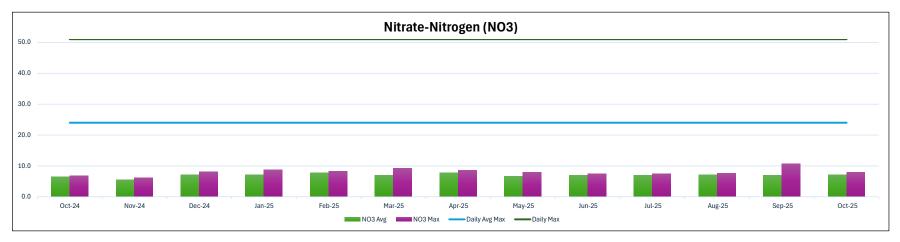


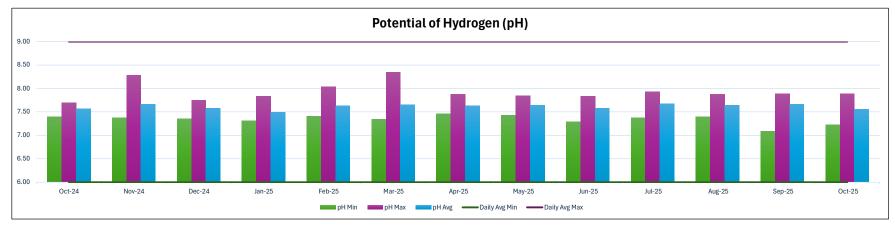


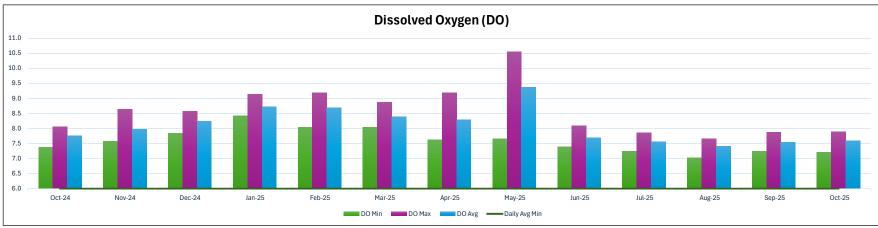


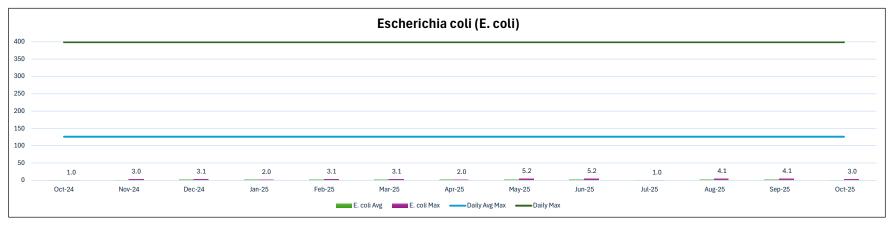














### Trophy Club Municipal Utility District No. 1

# **Check Report**

By Check Number

Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Prosperity	Bank-Prosperity Bank					
Payment Type: Re	egular					
2222	Aflac	10/01/2025	Regular	0.00	231.61	11537
4028	Altex Electronics, LTD	10/01/2025	Regular	0.00	1,224.92	11538
1512	Association of Water Board Directors	10/01/2025	Regular	0.00	750.00	11539
1005	Atlas Utility Supply Co.	10/01/2025	Regular	0.00	20,400.00	11540
1926	Badger Meter, Inc	10/01/2025	Regular	0.00	206.56	11541
4018	BP Energy Holding Company LLC	10/01/2025	Regular	0.00	50,515.50	11542
1030	City of Fort Worth	10/01/2025	Regular	0.00	315,803.73	11543
4003	CW Janitorial Services	10/01/2025	Regular	0.00	1,600.00	11544
2635	Halff Associates Inc.	10/01/2025	Regular	0.00	28,823.45	11545
2750	Handling Systems & Conveyors	10/01/2025	Regular	0.00	2,300.00	11546
4033	Health Care Service Corporation	10/01/2025	Regular	0.00	24,751.18	11547
2783	JJ HVAC LLC	10/01/2025	Regular	0.00	22,600.00	11548
2943	JP Morgan Chase Bank NA	10/01/2025	Regular	0.00	13,681.02	11549
3278	Kyocera Document Solutions	10/01/2025	Regular	0.00	79.13	11550
3216	M3 Networks	10/01/2025	Regular	0.00	6,233.75	11551
4089	Mas Talent LLC	10/01/2025	Regular	0.00	1,645.21	11552
4096	Mather & Strohl Administrative Services	10/01/2025	Regular	0.00	56.00	11553
4091	Mayim Municipal Builders	10/01/2025	Regular	0.00	10,400.05	11554
3115	Metlife Group Benefits	10/01/2025	Regular	0.00	2,568.22	11555
1051	Millican Well Service LLC	10/01/2025	Regular	0.00	1,917.65	11556
3179	NewGen Strategies & Solutions	10/01/2025	Regular	0.00	962.50	11557
1238	North Texas Pump Co.	10/01/2025	Regular	0.00	550.00	11558
4019	Peterson Pump & Motor Service LLC	10/01/2025	Regular	0.00	1,697.00	11559
3134	Prime Controls LP	10/01/2025	Regular	0.00	3,602.00	11560
1737	PVS DX INC	10/01/2025	Regular	0.00	1,362.45	11561
3156	Southern Petroleum Lab Inc	10/01/2025	Regular	0.00	338.40	11562
4099	Streamline Software Inc.	10/01/2025	Regular	0.00	1,500.00	11563
2798	Tyler Technologies Inc	10/01/2025	Regular	0.00	26,277.19	11564
3225	US Bank Voyager Fleet Systems	10/01/2025	Regular	0.00	1,393.39	11565
2222	Aflac	10/14/2025	Regular	0.00	231.61	11566
2772	Allied Waste Industries	10/14/2025	Regular	0.00	7,417.55	11567
2683	Charter Communications	10/14/2025	Regular	0.00	903.74	11568
1030	City of Fort Worth	10/14/2025	Regular	0.00	29,718.00	11569
3184	Dataprose LLC	10/14/2025	Regular	0.00	3,110.99	11570
4092	Excel 4 Construction, LLC	10/14/2025	Regular	0.00	305,294.85	11571
2606	Fisery Solutions LLC	10/14/2025	Regular	0.00	50.00	11572
3134	Prime Controls LP	10/14/2025	Regular	0.00	885.00	11573
3176	Rey-Mar Construction	10/14/2025	Regular	0.00	2,150.00	11574
1578	Smith Pump Company, Inc.	10/14/2025	Regular	0.00	3,750.00	11575
3156	Southern Petroleum Lab Inc	10/14/2025	Regular	0.00	4,617.60	11576
4100	Standley Systems	10/14/2025	Regular	0.00	851.46	
2440	Tarrant County Public Health Laboratory	10/14/2025	Regular	0.00	510.00	11578
2696	Texas Excavation Safety System	10/14/2025	Regular	0.00	172.50	11579
4085	The Liston Law Firm, P.C.	10/14/2025	Regular	0.00	6,971.75	11580
1481	TML Intergovernmental Risk	10/14/2025	Regular	0.00	198,767.10	
1001	Town of Trophy Club	10/14/2025	Regular	0.00	165,408.79	
1081	Tri County Electric	10/14/2025	Regular	0.00	791.99	
2798	Tyler Technologies Inc	10/14/2025	Regular	0.00	12,538.30	
1058	Verizon Wireless	10/14/2025	Regular	0.00	592.41	
3280	Watts Ellison LLC	10/14/2025	Regular	0.00	2,220.00	
			Total Regular:	0.00	1,290,424.55	

### November 19, 2025 Regular Meeting Packet

#### **Check Report**

Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: I	Bank Draft					
1002	MissionSquare Plan Services	10/10/2025	Bank Draft	0.00	100.00	DFT0000339
3197	BenefitMall	10/10/2025	Bank Draft	0.00	490.00	DFT0000340
3113	TCDRS	10/31/2025	Bank Draft	0.00	9,469.50	DFT0000341
3124	IRS Tax Payment	10/10/2025	Bank Draft	0.00	12,751.24	DFT0000342
1002	MissionSquare Plan Services	10/24/2025	Bank Draft	0.00	100.00	DFT0000344
3197	BenefitMall	10/24/2025	Bank Draft	0.00	490.00	DFT0000345
3113	TCDRS	10/31/2025	Bank Draft	0.00	10,014.72	DFT0000346
3124	IRS Tax Payment	10/24/2025	Bank Draft	0.00	13,679.13	DFT0000347
			Total Bank Draft:	0.00	47,094.59	

#### **Bank Code Prosperity Bank Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	50	0.00	1,290,424.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	47,094.59
EFT's	0	0	0.00	0.00
_	76	58	0.00	1.337.519.14

**Check Report** 

## **All Bank Codes Check Summary**

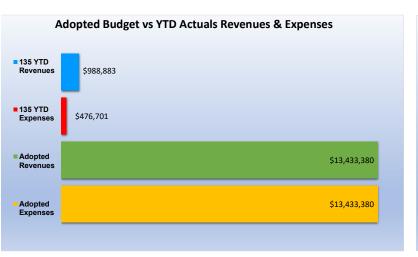
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	50	0.00	1,290,424.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	47,094.59
EFT's	0	0	0.00	0.00
	76	58	0.00	1,337,519.14

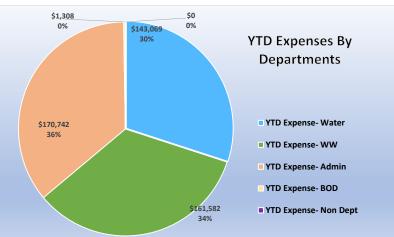
### **Fund Summary**

Fund	Name	Period	Amount
996	Consolidated Cash	10/2025	1,337,519.14
			1,337,519.14

# FY 2026 Combined Financials

October 31, 2025

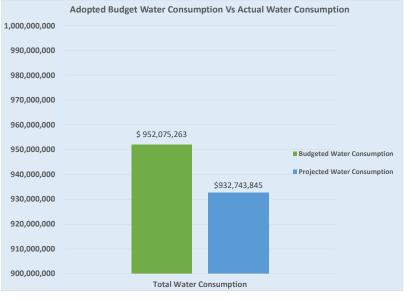


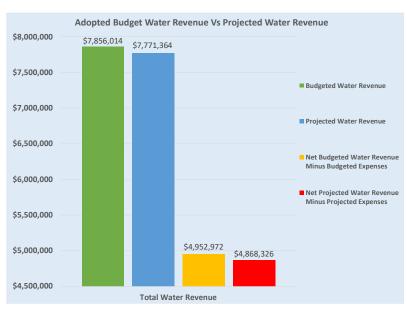


# Water Budget vs Actual











#### Trophy Club Municipal Utility District No. 1

# **Budget Report**

Account Summary

For Fiscal: 2025-2026 Period Ending: 10/31/2025

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		<b>Total Budget</b>	<b>Total Budget</b>	Activity	Activity	(Unfavorable)	Remaining
Fund: 135 - General Fund							
Revenue							
	ie, Asset, Liability, & Equity						
135-000-40000-000	Property Taxes	118,420.00	118,420.00	296.63	296.63	-118,123.37	99.75 %
135-000-40002-000	Property Taxes/Delinquent	550.00	550.00	8.28	8.28	-541.72	98.49 %
135-000-40015-000	Property Taxes/P & I	500.00	500.00	15.45	15.45	-484.55	96.91 %
135-000-47000-000	Water	7,856,015.00	7,856,015.00	679,974.42	679,974.42	-7,176,040.58	91.34 %
135-000-47005-000	Sewer	3,851,440.00	3,851,440.00	275,062.38	275,062.38	-3,576,377.62	92.86 %
135-000-47025-000	Penalties	115,800.00	115,800.00	11,361.88	11,361.88	-104,438.12	90.19 %
135-000-47030-000	Service Charges	3,350.00	3,350.00	376.00	376.00	-2,974.00	88.78 %
135-000-47035-000	Plumbing Inspections	1,950.00	1,950.00	0.00	0.00	-1,950.00	100.00 %
<u>135-000-47045-000</u>	Sewer Inspections	650.00	650.00	0.00	0.00	-650.00	100.00 %
135-000-47070-000	TCCC Effluent Charges	132,156.00	132,156.00	13,249.23	13,249.23	-118,906.77	89.97 %
<u>135-000-49011-000</u>	Interest Income	525,000.00	525,000.00	8,538.70	8,538.70	-516,461.30	98.37 %
<u>135-000-49016-000</u>	Cell Tower Revenue	52,450.00	52,450.00	0.00	0.00	-52,450.00	100.00 %
<u>135-000-49026-000</u>	Proceeds from Sale of Assets	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
135-000-49036-000	GASB Reserves	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
135-000-49075-000	Meter Fees	7,670.00	7,670.00	0.00	0.00	-7,670.00	100.00 %
135-000-49141-000	Interfund Transfer In	700,429.00	700,429.00	0.00	0.00	-700,429.00	100.00 %
<u>135-000-49900-000</u>	Miscellaneous Income	7,000.00	7,000.00	0.00	0.00	-7,000.00	100.00 %
Department: 000 - Rev	renue, Asset, Liability, & Equity Total: _	13,433,380.00	13,433,380.00	988,882.97	988,882.97	-12,444,497.03	92.64%
	Revenue Total:	13,433,380.00	13,433,380.00	988,882.97	988,882.97	-12,444,497.03	92.64%
Expense							
Department: 010 - Water							
135-010-50005-000	Salaries & Wages	408,810.00	408,810.00	21,383.13	21,383.13	387,426.87	94.77 %
135-010-50010-000	Overtime	17,000.00	17,000.00	437.67	437.67	16,562.33	97.43 %
135-010-50016-000	Longevity	4,790.00	4,790.00	0.00	0.00	4,790.00	100.00 %
135-010-50017-000	Certification	3,000.00	3,000.00	125.00	125.00	2,875.00	95.83 %
<u>135-010-50020-000</u>	Retirement	52,030.00	52,030.00	3,854.90	3,854.90	48,175.10	92.59 %
<u>135-010-50026-000</u>	Medical Insurance	123,030.00	123,030.00	8,915.20	8,915.20	114,114.80	92.75 %
<u>135-010-50027-000</u>	Dental Insurance	7,990.00	7,990.00	633.94	633.94	7,356.06	92.07 %
<u>135-010-50028-000</u>	Vision Insurance	1,240.00	1,240.00	98.30	98.30	1,141.70	92.07 %
135-010-50029-000	Life Insurance & Other	5,300.00	5,300.00	379.46	379.46	4,920.54	92.84 %
135-010-50030-000	Social Security Taxes	26,880.00	26,880.00	1,292.96	1,292.96	25,587.04	95.19 %
135-010-50035-000	Medicare Taxes	6,300.00	6,300.00	302.38	302.38	5,997.62	95.20 %
<u>135-010-50040-000</u>	Unemployment Taxes	320.00	320.00	23.35	23.35	296.65	92.70 %
135-010-50045-000	Workers' Compensation	13,650.00	13,650.00	1,438.94	1,438.94	12,211.06	89.46 %
<u>135-010-50060-000</u>	Pre-employment Physicals/Testing	400.00	400.00	0.00	0.00	400.00	100.00 %
<u>135-010-50070-000</u>	Employee Relations	300.00	300.00	0.00	0.00	300.00	100.00 %
<u>135-010-55030-000</u>	Software & Support	18,470.00	18,470.00	0.00	0.00	18,470.00	100.00 %
<u>135-010-55080-000</u> <u>135-010-55085-000</u>	Maintenance & Repairs	184,000.00	184,000.00	3,955.92	3,955.92	180,044.08	97.85 %
135-010-55090-000	Generator Maintenance & Repair	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
	Vehicle Maintenance & Repairs	5,620.00	5,620.00	290.24	290.24	5,329.76	95.00 %
<u>135-010-55105-000</u> 135-010-55135-000	Equipment Maintenance & Repairs	1,000.00 12,500.00	1,000.00 12,500.00	0.00 3,831.00	0.00 3,831.00	1,000.00	100.00 % 69.35 %
135-010-55135-000	Lab Analysis Communications	5,460.00	5,460.00	3,831.00 118.28	3,831.00	8,669.00 5,341.72	97.83 %
135-010-60020-000	Electricity	214,750.00	214,750.00	21,735.85	21,735.85	5,341.72 193,014.15	97.83 % 89.88 %
<u>135-010-60080-000</u>	Schools & Training	3,335.00	3,335.00	21,735.85 463.74	463.74	2,871.26	89.88 % 86.09 %
135-010-60100-000	Travel & per diem	3,850.00	3,850.00	0.00	0.00	3,850.00	100.00 %
<u>135-010-60135-000</u>	TCEQ Fees & Permits	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100 010 00100 000	TOLK I CES & I CITIILS	30,000.00	30,000.00	0.00	0.00	50,000.00	100.00 /0

11/10/2025 1:22:26 PM Page 1 of 4

#### **Budget Report**

For Fiscal: 2025-2026 Period Ending: 10/31/2025

						Variance	,,
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	
135 010 00150 000		=		-	•	•	_
135-010-60150-000	Wholesale Water	2,903,040.00	2,903,040.00	0.00	0.00	2,903,040.00	100.00 %
135-010-60285-000	Lawn Services	10,500.00	10,500.00	1,200.00	1,200.00	9,300.00	88.57 %
135-010-60332-000	Interfund Transfer Out-Rev I&S	565,880.00	565,880.00	51,443.22	51,443.22	514,436.78	90.91 %
135-010-65005-000	Fuel & Lube	20,000.00	20,000.00	906.92	906.92	19,093.08	95.47 %
135-010-65010-000	Uniforms	4,360.00	4,360.00	745.96	745.96	3,614.04	82.89 %
135-010-65030-000 135-010-65053-000	Chemicals Meter Change Out	28,100.00	28,100.00	5,856.67 0.00	5,856.67	22,243.33	79.16 % 100.00 %
135-010-69005-000		215,000.00	215,000.00	13,635.63	0.00	215,000.00 2,681,364.37	99.49 %
135-010-69195-000	Capital Outlays GASB34 Reserves	2,695,000.00 382,350.00	2,695,000.00 382,350.00	0.00	13,635.63 0.00	382,350.00	99.49 % 100.00 %
133 010 03133 000	Department: 010 - Water Total:	7,975,755.00	7,975,755.00	143,068.66	143,068.66	7,832,686.34	98.21%
Department: 020	·	1,010,100.00	1,010,100.00	0,000.00	_ 10,000.00	.,002,000.0	00.2270
135-020-50005-000	Salaries & Wages	216,270.00	216,270.00	10,893.25	10,893.25	205,376.75	94.96 %
135-020-50010-000	Overtime	15,000.00	15,000.00	340.85	340.85	14,659.15	97.73 %
135-020-50016-000	Longevity	2,270.00	2,270.00	0.00	0.00	2,270.00	100.00 %
135-020-50017-000	Certification	3,900.00	3,900.00	200.00	200.00	3,700.00	94.87 %
135-020-50020-000	Retirement	28,490.00	28,490.00	2,066.74	2,066.74	26,423.26	92.75 %
135-020-50026-000	Medical Insurance	87,880.00	87,880.00	5,094.40	5,094.40	82,785.60	94.20 %
135-020-50027-000	Dental Insurance	4,260.00	4,260.00	274.86	274.86	3,985.14	93.55 %
135-020-50028-000	Vision Insurance	740.00	740.00	50.82	50.82	689.18	93.13 %
135-020-50029-000	Life Insurance & Other	4,100.00	4,100.00	182.49	182.49	3,917.51	95.55 %
135-020-50030-000	Social Security Taxes	14,720.00	14,720.00	703.97	703.97	14,016.03	95.22 %
135-020-50035-000	Medicare Taxes	3,450.00	3,450.00	164.64	164.64	3,285.36	95.23 %
135-020-50040-000	Unemployment Taxes	190.00	190.00	0.00	0.00	190.00	100.00 %
135-020-50045-000	Workers' Compensation	8,730.00	8,730.00	787.97	787.97	7,942.03	90.97 %
135-020-50060-000	Pre-employment Physicals/Testing	400.00	400.00	0.00	0.00	400.00	100.00 %
135-020-50070-000	Employee Relations	300.00	300.00	0.00	0.00	300.00	100.00 %
135-020-55030-000	Software & Support	23,470.00	23,470.00	0.00	0.00	23,470.00	100.00 %
135-020-55080-000	Maintenance & Repairs- WWTP	132,970.00	132,970.00	7,900.06	7,900.06	125,069.94	94.06 %
135-020-55081-000	Maintenance & Repairs- Collections	300,000.00	300,000.00	767.86	767.86	299,232.14	99.74 %
135-020-55085-000	Generator Maintenance & Repairs	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
135-020-55090-000	Vehicle Maintenance- WWTP	3,630.00	3,630.00	0.00	0.00	3,630.00	100.00 %
135-020-55105-000	Equipment Maintenance & Repairs	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>135-020-55125-000</u>	Dumpster Services	103,000.00	103,000.00	0.00	0.00	103,000.00	100.00 %
135-020-55135-000	Lab Analysis	60,000.00	60,000.00	5,668.00	5,668.00	54,332.00	90.55 %
135-020-60010-000	Communications	4,700.00	4,700.00	127.39	127.39	4,572.61	97.29 %
135-020-60020-000	Electricity	274,500.00	274,500.00	21,489.15	21,489.15	253,010.85	92.17 %
135-020-60080-000	Schools & Training	1,040.00	1,040.00	0.00	0.00	1,040.00	100.00 %
<u>135-020-60100-000</u>	Travel & per diem	850.00	850.00	0.00	0.00	850.00	100.00 %
<u>135-020-60135-000</u> <u>135-020-60285-000</u>	TCEQ Fees & Permits	12,000.00	12,000.00	9,888.02	9,888.02	2,111.98	17.60 %
135-020-60332-000	Lawn Services	16,000.00	16,000.00	1,420.00	1,420.00	14,580.00	91.13 %
135-020-65005-000	Interfund Transfer Out-Rev I&S Fuel & Lube	704,640.00 13,000.00	704,640.00 13,000.00	64,057.92 631.41	64,057.92 631.41	640,582.08 12,368.59	90.91 % 95.14 %
135-020-65010-000	Uniforms	3,520.00	3,520.00	0.00	0.00	3,520.00	100.00 %
135-020-65030-000	Chemicals- WWTP	42,500.00	42,500.00	0.00	0.00	42,500.00	100.00 %
135-020-65045-000	Lab Supplies	33,000.00	33,000.00	15,236.64	15,236.64	17,763.36	53.83 %
135-020-69005-000	Capital Outlays	1,140,000.00	1,140,000.00	13,635.62	13,635.62	1,126,364.38	98.80 %
135-020-69195-000	GASB Reserve for Replacement	264,750.00	264,750.00	0.00	0.00	264,750.00	100.00 %
	Department: 020 - Wastewater Total:	3,538,270.00	3,538,270.00	161,582.06	161,582.06	3,376,687.94	95.43%
Department: 026	- Board of Directors		, ,	, <del>-</del>	, <del>-</del>	, ,	
135-026-50045-000	Workman's Compensation	20.00	20.00	0.90	0.90	19.10	95.50 %
135-026-60070-000	Dues & Memberships	750.00	750.00	750.00	750.00	0.00	0.00 %
135-026-60075-000	Meetings	1,500.00	1,500.00	116.99	116.99	1,383.01	92.20 %
135-026-60080-000	Schools & Training	2,000.00	2,000.00	440.00	440.00	1,560.00	78.00 %
135-026-60100-000	Travel & per diem	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
135-026-60245-000	Miscellaneous Expenses	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
	Department: 026 - Board of Directors Total:	13,270.00	13,270.00	1,307.89	1,307.89	11,962.11	90.14%

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For Fiscal: 2025-2026 Period Ending: 10/31/2025

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Department: 030	- Administration	J	J		•	,	
135-030-50005-000	Salaries & Wages	715,050.00	715,050.00	35,156.68	35,156.68	679,893.32	95.08 %
135-030-50010-000	Overtime	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
135-030-50016-000	Longevity	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00 %
135-030-50020-000	Retirement	86,390.00	86,390.00	6,376.61	6,376.61	80,013.39	92.62 %
135-030-50026-000	Medical Insurance	105,450.00	105,450.00	7,641.60	7,641.60	97,808.40	92.75 %
135-030-50027-000	Dental Insurance	4,000.00	4,000.00	317.56	317.56	3,682.44	92.06 %
135-030-50028-000	Vision Insurance	760.00	760.00	60.24	60.24	699.76	92.07 %
135-030-50029-000	Life Insurance & Other	6,930.00	6,930.00	531.56	531.56	6,398.44	92.33 %
135-030-50030-000	Social Security Taxes	44,630.00	44,630.00	2,093.92	2,093.92	42,536.08	95.31 %
135-030-50035-000	Medicare Taxes	10,440.00	10,440.00	489.71	489.71	9,950.29	95.31 %
135-030-50040-000	Unemployment Taxes	440.00	440.00	22.94	22.94	417.06	94.79 %
135-030-50045-000	Workers' Compensation	1,840.00	1,840.00	203.81	203.81	1,636.19	88.92 %
135-030-50060-000	Pre-emp Physicals/Testing	400.00	400.00	0.00	0.00	400.00	100.00 %
135-030-50070-000	Employee Relations	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
135-030-55030-000	Software & Support	91,190.00	91,190.00	72,152.63	72,152.63	19,037.37	20.88 %
135-030-55080-000	Maintenance & Repairs	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
135-030-55085-000	Generator Maintenance & Repairs	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
135-030-55120-000	Cleaning Services	20,000.00	20,000.00	2,200.00	2,200.00	17,800.00	89.00 %
135-030-55160-000	Professional Outside Services	125,080.00	125,080.00	13,132.66	13,132.66	111,947.34	89.50 %
135-030-55205-000	Utility Billing Contract	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
135-030-60010-000	Communications	19,240.00	19,240.00	544.39	544.39	18,695.61	97.17 %
135-030-60020-000	Electricity	23,000.00	23,000.00	1,482.37	1,482.37	21,517.63	93.55 %
135-030-60035-000	Postage	30,000.00	30,000.00	170.88	170.88	29,829.12	99.43 %
135-030-60040-000	Bank Service Charges & Fees	179,240.00	179,240.00	11,131.54	11,131.54	168,108.46	93.79 %
135-030-60050-000	Bad Debt Expense	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
135-030-60055-000	Insurance	170,450.00	170,450.00	13,285.65	13,285.65	157,164.35	92.21 %
135-030-60070-000	Dues & Memberships	2,560.00	2,560.00	200.00	200.00	2,360.00	92.19 %
135-030-60080-000	Schools & Training	3,850.00	3,850.00	0.00	0.00	3,850.00	100.00 %
135-030-60100-000	Travel & per diem	4,725.00	4,725.00	44.87	44.87	4,680.13	99.05 %
135-030-60115-000	Elections	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
135-030-60285-000	Lawn Services	6,000.00	6,000.00	469.67	469.67	5,530.33	92.17 %
135-030-65055-000	Hardware IT	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
135-030-65085-000	Office Supplies	7,500.00	7,500.00	1,532.03	1,532.03	5,967.97	79.57 %
135-030-65095-000	Maintenance Supplies	6,000.00	6,000.00	1,199.65	1,199.65	4,800.35	80.01 %
135-030-69170-000	Copier Lease	4,000.00	4,000.00	301.28	301.28	3,698.72	92.47 %
135-030-69195-000	GASB Reserve for Replacement	22,700.00	22,700.00	0.00	0.00	22,700.00	100.00 %
	Department: 030 - Administration Total:	1,787,665.00	1,787,665.00	170,742.25	170,742.25	1,616,922.75	90.45%
Department: 039	- Non Departmental						
135-039-55045-000	Legal	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00 %
135-039-55055-000	Auditing	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
135-039-55060-000	Appraisal	14,570.00	14,570.00	0.00	0.00	14,570.00	100.00 %
135-039-55065-000	Tax Admin Fees	8,850.00	8,850.00	0.00	0.00	8,850.00	100.00 %
	Department: 039 - Non Departmental Total:	118,420.00	118,420.00	0.00	0.00	118,420.00	100.00%
	Expense Total:	13,433,380.00	13,433,380.00	476,700.86	476,700.86	12,956,679.14	0.00%
	Fund: 135 - General Fund Surplus (Deficit):	0.00	0.00	512,182.11	512,182.11	512,182.11	0.00%
	Report Surplus (Deficit):	0.00	0.00	512,182.11	512,182.11	512,182.11	0.00%
	spo	2.20	2.20	,	,	,	,

#### **Budget Report**

### **Group Summary**

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
Department		<b>Total Budget</b>	<b>Total Budget</b>	Activity	Activity	(Unfavorable)	Remaining
Fund: 135 - General Fund							
Revenue							
000 - Revenue, Asset, Liability, & Equity	_	13,433,380.00	13,433,380.00	988,882.97	988,882.97	-12,444,497.03	92.64%
Re	evenue Total:	13,433,380.00	13,433,380.00	988,882.97	988,882.97	-12,444,497.03	92.64%
Expense							
010 - Water		7,975,755.00	7,975,755.00	143,068.66	143,068.66	7,832,686.34	98.21%
020 - Wastewater		3,538,270.00	3,538,270.00	161,582.06	161,582.06	3,376,687.94	95.43%
026 - Board of Directors		13,270.00	13,270.00	1,307.89	1,307.89	11,962.11	90.14%
030 - Administration		1,787,665.00	1,787,665.00	170,742.25	170,742.25	1,616,922.75	90.45%
039 - Non Departmental	_	118,420.00	118,420.00	0.00	0.00	118,420.00	100.00%
E	xpense Total:	13,433,380.00	13,433,380.00	476,700.86	476,700.86	12,956,679.14	96.45%
Fund: 135 - General Fund Sur	plus (Deficit):	0.00	0.00	512,182.11	512,182.11	512,182.11	0.00%
Report Sur	plus (Deficit):	0.00	0.00	512,182.11	512,182.11	512,182.11	0.00%

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		Restricted -	Unrestricted- Available for	Total in Accounts (Restricted &
	CASH STATUS AS OF OCTOBER 2025	Unable to be spent	spending	Unrestricted)
135-10250	TexPool O & M (XXXXX0002) General Fund Operating	\$0	\$589,190	\$589,190
135-10300	Prosperity Bank (XXXXX2660) General Fund Operating	\$163,910	\$6,571,066	\$6,734,976
135-10305	Prosperity Bank Reserve-Savings Acct (XXXXX7724)	\$2,071,526	\$0	\$2,071,526
135-11150	Petty Cash Utility Billing	\$0	\$400	\$400
137-10250	TexPool O & M (XXXXX0002) GASB Replacement	\$6,888,874	\$0	\$6,888,874
519-10300	Prosperity Bank (XXXXX2660) SWIFT	\$85,052	\$0	\$85,052
519-11155	Cash-Bond Escrow Bank of Texas (SWIFT)	\$884,784	\$0	\$884,784
528-10250	TexPool Revenue Bond Reserve (XXXXX014) WWTP Improvements	\$838,494	\$0	\$838,494
533-10250	TexPool Tax I & S (XXXXX0003)	\$114,876	\$0	\$114,876
533-10300	Prosperity Bank (XXXXX2660) Tax I&S	\$0	\$0	\$0
534-10250	TexPool Revenue I & S (XXXXX013) WWTP Improvements	\$121,511	\$0	\$121,511
535-10250	Texpool Revenue I & S (XXXXX017) SWIFT	\$48,598	\$0	\$48,598
536-10250	TexPool Revenue I & S (XXXXX020) Water & Wastewater Systems	\$52,915	\$0	\$52,915
	Balance - General Fund		\$7,160,657	\$18,431,195
122-10250	TexPool O & M (XXXXX0002)-Fire Operating Cash	\$0	\$362,608	\$362,608
122-10300	Prosperity Bank (XXXXX2660) Fire Operating	\$0	\$13,000	\$13,000
	Balance - Fire	\$0	\$375,608	\$375,608

#### October Utility Billing Report FY 2026

ebills
Bills Mailed
Bank Draft
Online Payments
Late Notices
Disconnects
Total Connections

October	November	December	January	February	March	April	May	June	July	August	September	October
2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025
1,720	1,713	1,710	1,701	1,710	1,714	1,705	1,706	1,691	1,684	1,669	1,667	1,672
3,772	3,815	3,785	3,776	3,787	3,797	3,810	3,829	3,837	3,849	3,858	3,861	3,855
537	545	537	528	563	562	562	556	550	562	556	552	551
3,200	3,070	3,287	3,258	3,165	3,357	3,133	3,286	3,278	3,300	3,426	3,270	3,427
286	422	361	365	269	279	273	305	231	286	263	278	301
1	5	8	3	8	3	2	6	2	2	4	7	11
4,853	4,862	4,864	4,864	4,867	4,875	4,875	4,883	4,883	4,884	4,885	4,889	4,890

#### October Permits

Date of Permit	Permit No.	Customer Deposit	Due to FW Water	Meter Fee	Plumbing Inspections	Sewer Inspections	Fire Line	Misc. Income	Total
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

# REGULAR MEETING MINUTES TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1 BOARD OF DIRECTORS October 15, 2025, et 6:20 p. m.

October 15, 2025, at 6:30 p.m.

Trophy Club Municipal Utility District No. 1 Board of Directors, of Denton and Tarrant Counties, met in a regular session meeting on October 15, 2025, at 6:30 p.m., in the Boardroom of the Administration Building, 100 Municipal Drive, Trophy Club, Texas 76262. The meeting was held within the boundaries of the District and was open to the public.

STATE OF TEXAS §
COUNTIES OF DENTON AND TARRANT §

#### **BOARD MEMBERS PRESENT:**

Kevin R. Carr President

Doug Harper Secretary/Treasurer (Via Zoom)

Jim Thomas Director Neil Twomey Director

#### **BOARD MEMBERS ABSENT:**

William C. Rose Vice President

#### **STAFF PRESENT:**

Alan Fourmentin General Manager
Laurie Slaght District Secretary
Mike McMahon Operations Manager
Regina Van Dyke Finance Manager
Pam Liston General Legal Counsel

#### **CALL TO ORDER AND ANNOUNCE A QUORUM**

President Carr announced the date of Wednesday, October 15, 2025, called the meeting to order and announced a quorum present at 6:30 p.m.

#### **CITIZEN COMMENTS**

Randy Rutledge 5 Jamie Court
David Gerety 21 Monterey Drive

#### **REPORTS & UPDATES**

- 1. Monthly Staff Reports
  - a. Monthly Capital Improvement Projects
  - b. Monthly Operations Reports
  - c. Monthly Finance Reports
    - Quarterly Tax Collections 4<sup>th</sup> Quarter
    - Quarterly Investment Report 4<sup>th</sup> Quarter

General Manager Alan Fourmentin provided the monthly staff reports and answered questions related thereto.

#### **CONSENT AGENDA**

- 2. Consider and act to approve the Consent Agenda.
  - a. September 17, 2025, Regular Meeting Minutes

Motion made by Director Harper and seconded by Director Twomey to approve the consent agenda.

For: Carr, Twomey and Harper

**Abstain: Thomas** 

Motion carries 3-1-0

#### **REGULAR SESSION**

3. Discussion and possible action regarding water quality and hardness.

General Manager Fourmentin provided the water sample results to the Board and discussion ensued. President Carr would like to have the sample results available on the website. Fourmentin proposed to shut the wells off for three months and retest and bring this item back in February. Staff is directed to obtain water samples from Mr. Rutledge and Mr. Gerety's homes.

4. Consider and act to approve the purchase and installation of a Landia return pump from Smith Pump Company, Inc.

Motion made by Director Harper and seconded by Director Thomas to approve the purchase of a Landia return pump purchase from Smith Pump Company, Inc., in the amount not to exceed \$51,315.00 through Buy Board contract #770-25 as a part of the FY 2026 budget and authorize the General Manager to execute the necessary documents.

#### Motion carried unanimously

5. Consider and act to designate a voting Member Representative for American Water Board of Directors (AWBD) on behalf of the District Board of Directors on clarification to four (4) existing bylaws and direct legal counsel to submit the voting representative to AWBD. (JT/KRC)

Motion made by Director Thomas and seconded by Director Twomey to designate Director Thomas as the voting member on behalf of the District Board of Directors until May of 2026 and direct District legal counsel to submit this designation to AWBD.

#### Motion carried unanimously

6. Receive update from Director Thomas regarding Parks and Recreation opportunities. (JT)

Discussion only, no action taken.

7. Discussion regarding Facility Use Agreement with the Town of Trophy Club. (KRC)

Discussion only, no action taken.

The Board of Directors convened in Executive Session at 7:24 p.m. and reconvened into Regular Session at 7:52 p.m.

#### **EXECUTIVE SESSION**

- 8. Pursuant to Section 551.001, et. seq. of the Texas Open Meetings Act, the Board will convene into executive session for the following purposes:
  - a. Pursuant to Section 551.071, to consult with its attorney on a matter in which the duty of the attorney to the Governmental Body under the Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act or to seek advice of counsel on legal matters involving pending or contemplated litigation or settlement offers on the following matters: Transfer of District Assets. (KRC)
  - b. Pursuant to Section 551.076 of the Texas Government Code: to deliberate regarding the deployment of security devices on District-owned properties. (KRC)

#### **REGULAR SESSION**

9. Consider and take appropriate action regarding items discussed in Executive Session.

No action was taken.

#### **FUTURE AGENDA ITEMS**

- 10. Items for future agendas:
  - Receive update from Director Thomas regarding Parks and Recreation opportunities.
- 11. Next Regular Meeting date November 19, 2025, Regular Board Meeting

#### **ADJOURN**

President Carr called the meeting adjourned at 7	7:56 p.m.
Kevin R. Carr, President	
David Lawren Consideration /Transcription	
Doug Harper, Secretary/Treasurer	(SEAL)
Laurie Slaght, District Secretary	



#### STAFF REPORT

#### November 19, 2025

<u>AGENDA ITEM:</u> Consider and act regarding approval of employee health and ancillary benefits for the calendar year beginning January 1, 2026, through December 31, 2026, and authorize the General Manager to execute the necessary documents.

<u>DESCRIPTION</u>: The District annually reviews its employee benefit package to maintain competitiveness for recruitment and retention and manage costs effectively. The current benefit plans and contracts are set to expire on December 31, 2025. The District partners with HUB International for benefits consulting. At the direction of the General Manager, HUB conducted an annual review of District employee health and ancillary benefits for the 2026 calendar year. As part of that review, HUB solicited renewal quotes for medical, dental, vision and other ancillary benefits.

The initial medical renewal quote from Blue Cross Blue Shield proposed a 21% increase. Despite this, it remains the most competitive option among the three proposals received. Most carriers declined to quote due to the District's group size not meeting their eligibility requirements.

Dental, Vision, and Other Ancillary: MetLife, the provider of dental, vision, and other ancillary benefits, proposed a 14% increase for dental coverage, while vision and other ancillary renewals remained unchanged. Pacific Life offered cost reductions, including an 8.2% decrease in dental premiums, 14.4% decrease in vision premiums, and 5.6% decrease in Life and AD&D premiums.

New Benefit: HUB recommended the District provide an emergency transportation plan through MASA, averaging \$135 per employee per year.

#### **SUMMARY**

COSTS	District	Employee	Total	
Medical	\$ 340,702.00	\$ 19,723.00	\$ 360,425.00	
Dental	13,507.00	0.00	13,507.00	
Vision	2,150.00	0.00	2,150.00	
Long-Term Disability	5,323.00	0.00	5,323.00	
Basic Life	6,717.00	0.00	6,717.00	
MASA	1,896.00	0.00	1,896.00	
Total	\$ 370,295.00	\$ 19,723.00	\$ 390,018.00	

<u>RECOMMENDATION:</u> Staff recommends approval of renewal with Blue Cross Blue Shield for medical benefits; approval of Pacific Life for dental, vision, long-term disability, and basic life benefits; and approval of MASA for emergency transportation plan for the calendar year beginning January 1, 2026, through December 31, 2026, and authorize the General Manager to execute the necessary documents.



#### STAFF REPORT

#### November 19, 2025

<u>AGENDA ITEM:</u> Consider and act regarding approval of Contract No. 2025111901 with Insituform Technologies, LLC for wastewater collection system repairs.

<u>DESCRIPTION</u>: This project consists of all labor, materials, equipment, and services necessary to complete wastewater collection system point repairs identified during the FY 2025 annual wastewater system analysis. Pricing for this project was provided utilizing Buyboard Cooperative Purchasing Contract No. 730-24.

ATTACHMENTS: Insituform Technologies, LLC Proposal

<u>RECOMMENDATION:</u> Staff recommends awarding Contract No. 2025111901 for wastewater collection system repairs to Insituform Technologies, LLC for an amount not to exceed \$517,720.00 and authorize the General Manager to execute any necessary documents.



**HQ/Contracts**:

580 Goddard Avenue Chesterfield, MO 63005 www.insituform.com

November 19, 2025 Regular Meeting Packet Insituform Technologies, LLC

> 1103 Postwood Dr Corinth, TX 76210 Tel: 214-317-0950 tpeterie@azuria.com

October 23, 2025 SF#: SO-00214293

Mr. Alan Fourmentin Trophy Club Municipal Utility District No.1 100 Municipal Dr. Trophy Club, TX 76262

# **BuyBoard Proposal**

Project Name: Trophy Club, TX - 2025 Basin 13 Point Repairs

**INSITUFORM TECHNOLOGIES, LLC** herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed by the information provided by Trophy Club Municipal Utility District No.1) utilizing the Texas Statewide Cooperative Purchasing Contract #730-24 administered through the Buyboard.

#### **ASSUMPTIONS AND QUALIFICATIONS**

Insituform Technologies, LLC will work with the Trophy Club Municipal Utility District No.1 to make all practical attempts to notify the affected residents of this sanitary sewer line replacement project and the expected inconveniences.

The pricing in this proposal assumes that all Technical Specifications set forth by the Buyboard will be strictly adhered to.

**Institution Technologies, LLC** will supply Trophy Club Municipal Utility District No.1 with a 2-year Maintenance Bond, Performance and Payment Bonds, if required, and Certificate of Insurance following acceptance of this proposal.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, Inc. will follow all required deposit, backflow prevention, and metering procedures.

#### **Special Notes:**

1. Trophy Club Municipal Utility District No.1 will be responsible for all permits and application fees, material testing, and impact fees as necessary.

#### **PROPOSAL PRICING**

See pricing attachment below

#### **PROPOSAL INCLUSIONS**

The prices stated in this proposal include:

- 1. Mobilization and demobilization.
- 2. Haul-off of spoils, storage, and haul back to job site.
- 3. Connect existing sewer to new pipe.
- 4. Revegetation, sod, and concrete/pavement as needed for restoration.
- 5. Confined space safe entry practices.
- 6. Traffic control.
- 7. Two-year standard construction warranty, Maintenance, Performance, and Payment Bonds.
- 8. Certificate of insurance with standard coverage.

#### **PROPOSAL EXCLUSIONS**

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Water from fire hydrants within a convenient distance from site location.
- b) If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.
- c) Construction entrance, rock excavation, irrigation.
- d) Project permits and/or local licenses with be provided by the Owner or Engineer.
- e) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- f) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

#### **PROPOSAL TERMS AND CONDITIONS**

- E) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN TWO YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- b) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- c) Quantities are estimated. Unit prices apply for actual invoices and payment.
- d) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- e) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- f) Prices stated are in effect thirty days from the date of this proposal. The acceptance period may be extended at the sole option of INSITUFORM TECHNOLOGIES, LLC.
- g) Insituform Technologies, LLC estimates approximately 30 calendar days for substantial completion.

OFFERED BY:	ACCEPTED BY:		
Insituform Technologies, LLC			
Timothy R. Peterie	SIGNATURE	DATE	
TIMOTHY R. PETERIE BUSINESS DEVELOPMENT MANAGER	NAME		
REVIEWED BY: ANDY OZMENT	TITLE		
AREA MANAGER	ORGANIZATION		
cc: Ben Hawkins			

#### 2025 Basin 13 Point Repairs

Line Number	Description	Pay Quantity	Unit of Measure	Unit Price (current)	Total Price (current)
1	Travel and Mobilization - Excavation Crew	1.00	EA	\$7,500.00	\$7,500.00
2	6" - 10" Point repair ( 0'- 8' deep )	31.00	EA	\$5,600.00	\$173,600.00
3	6" - 10" Point repair (8'- 12' deep)	13.00	EA	\$7,900.00	\$102,700.00
4	Trench safety	360.00	LF	\$20.00	\$7,200.00
5	Granular backfill	80.00	Ton	\$75.00	\$6,000.00
6	Hand excavation, protect buried utilities, water line, or sprinklers - Multiple locations	23.00	EA	\$1,150.00	\$26,450.00
7	Protect of existing trees, flower bed, exposed aggregrate steps, basketball court, etc	9.00	EA	\$3,150.00	\$28,350.00
8	Field Management, access coordination (Per Point Repair)	44.00	EA	\$1,800.00	\$79,200.00
9	Repair/Rehab 8" Concrete pavement	50.00	SY	\$345.00	\$17,250.00
10	Repair/Rehab 6" Concrete driveway	75.00	SF	\$56.00	\$4,200.00
11	Repair/Rehab 4" Concrete sidewalk	30.00	SF	\$44.00	\$1,320.00
12	Repair/Rehab Concrete curb and gutter	10.00	LF	\$75.00	\$750.00
13	Remove and reinstall wooden fence	70.00	LF	\$40.00	\$2,800.00
14	Remove and reinstall wrought iron fence	20.00	LF	\$95.00	\$1,900.00
15	Sod	600.00	SY	\$25.00	\$15,000.00
16	Traffic control	60.00	Day	\$250.00	\$15,000.00
17	Owner Contingency	1.00	Allowance	\$20,000.00	\$20,000.00
18	Bonds	1.00	LS	\$8,500.00	\$8,500.00
					\$517,720.00

#### **FACILITY USE AGREEMENT**

This Facility Use Agreement ("Agreement") is entered into by and between the Town of Trophy Club (the "Town"), a Texas municipal corporation, and Trophy Club Municipal Utility District No. 1, (the "District") a conservation and reclamation district of the State of Texas created and operating under chapters 49 and 54 of the Texas Water Code. For convenience, the Town and District may be referred to herein collectively as "parties" and individually as a "party."

#### RECITALS

**WHEREAS**, pursuant to the terms of the Agreement Regarding Real Property Matters (the "Real Property Agreement") signed by the Town and the District and effective August 4, 2020, District owns an approximate +/- 0.61 acre tract of land, more particularly described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Town desires to utilize the Property to host summer camp and community programs for the public and to provide a space for public use on the Property; and

**WHEREAS**, the District desires to contract with the Town to permit the Town to utilize the Property for these public purposes in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

# I. GRANT AND TERM OF AGREEMENT

- 1.1 <u>Term.</u> The District hereby grants to the Town the right to possess and use the Property for an initial term commencing upon the Effective Date of this Agreement and terminating on December 31, 20252026. This Agreement may be renewed by mutual agreement of the parties.
- 1.2 Rent. There shall be no annual rent payment required for this Agreement. The consideration for the use of the Property shall be other good and valuable consideration, which is evidenced by the mutual promises and covenants set forth in this Agreement. Both Parties acknowledge that the mutual promises and covenants from the other Party is sufficient consideration for this Agreement.
- 1.3 <u>Utilities</u>. The Town shall be responsible for payment of all deposits and utility bills at the Property, including but not limited to water, gas, electricity, sewer, garbage, janitorial, telephone, and internet services.
- 1.4 <u>Permissible Uses</u>. The Town shall have the right to possession of the Property for use for the purposes of programming a summer camp and community programs. The grassy,

- open area located to the East of the Annex Building shall be available for the Town's use for these purposes. The Town may use the Property for other purposes upon prior approval by the District.
- 1.5 <u>Town's Duties</u>. During the term of this Agreement, the Town shall maintain the natural grass area on the southwest corner of Property, reflected in attached Exhibit "A," and the Town shall provide access to all Town utilities. The Town will provide the services in the same manner as it maintains Town parks but shall coordinate the schedule so as not to conflict with District events.
- 1.6 <u>Parking</u>. Parking related to the use of the Property shall be determined and designated by the General Manager of the District. A sufficient number of dedicated parking spots shall be reserved for members of District staff. Traffic may be directed by the General Manager or his designee to assure staff access to their parking spots.
- 1.7 <u>Taxes</u>. The District shall pay all ad valorem taxes (real property taxes), if any, and all personal property/trade fixture taxes levied against the Property during the term of this Agreement.

# II. OPERATION OF PROPERTY

- 2.1 <u>Operations</u>. The Town shall have daily control of the Property, including controlling and granting to others access to and use of the Property, for the purposes allowed under this Agreement. The District's access to the Property shall not be restricted.
- 2.2 <u>Routine Maintenance of Property</u>. The Town shall have the duty to perform daily maintenance for operation of the Property (excluding work allocated to the District in Section 4.1) in good order and condition, normal wear and tear excepted.
- 2.3 <u>District's Use of the Facilities</u>. The District may arrange with the Town to reserve the Property for events. The Town shall give priority to requests from the District to use the Property if the request does not conflict with an already scheduled event.
- Alterations/Improvements to the Property. If the Town desires to make any permanent alterations, additions, improvements, or modifications to the Property or the improvements on the Property, the Town shall obtain prior approval from the District. Permanent improvements under this paragraph are deemed part of the property and shall be owned by the District without necessity of compensation to the Town for the improvements.

# III. MAINTENANCE; CASUALTY

3.1 <u>Maintenance</u>. The District shall be responsible for maintaining the Property in a manner to keep all permanent improvements on the Property in a state of good repair, including

- the annex building and the parking areas. The District's maintenance obligation under this paragraph shall include any required repair of any structural issues and repair or replacement of HVAC systems.
- 3.2 <u>Casualty</u>. If there is casualty damage to the Property, the District shall be responsible for the repair, reconstruction, or replacement of the damaged improvements. If the Property is subject to casualty damage, the District may terminate this Agreement.

#### IV. INSURANCE

- 4.1 <u>Insurance by the Town</u>. Without limiting any of the other obligations or liabilities of the Town, the Town agrees to purchase and maintain during the term of this Agreement, the types and minimum amounts of insurance coverages listed below, together with the coverage provisions and endorsements as indicated:
  - (a) <u>Worker's Compensation Insurance</u>. Worker's compensation coverage shall be maintained for not less than the Texas Statutory limits.
  - (b) <u>Commercial General (Public) Liability Insurance</u>. Commercial General (Public) Liability Insurance shall be maintained with a combined limit of \$1,000,000 per occurrence for bodily injury and property damage and an annual aggregate limit of \$2,000,000.
- 4.2 <u>Insurance by District</u>. Without limiting any of the other obligations or liability of the District, the District agrees to purchase and maintain during the term of this Agreement property insurance in an amount sufficient to cover the replacement value of the Property and to provide coverage for bodily injury with a combined limit of \$1,000,000 per occurrence and an annual aggregate limit of \$2,000,000.

#### V. TERMINATION

- 5.1 <u>Termination</u>. This Agreement may not be terminated except in accordance with this section.
  - (a) <u>Termination for Convenience</u>. This Agreement may be terminated by the District or the Town for any reason with thirty (30) days notice to the other Party, subject to the conditions in subsection (b).
  - (b) <u>Rights Surviving Termination</u>. If the District gives notice of termination between January 1 and June 30 of each calendar year, the Town shall have a right, which survives termination, to use the Property for a summer camp event in the months of June through August in the same calendar year as the notice of termination was given.

5.2 Effect of Termination/Expiration. Upon the termination or expiration of this Agreement, the parties' duties and obligations under this Agreement shall cease and the District shall resume full control and use of the Property, except for rights or obligations that expressly survive termination under the terms of this Agreement.

# MISCELLANEOUS PROVISIONS

- 6.1 This Agreement, together with the exhibits, contains the entire Entire Agreement. agreement of the Parties with respect to the subject matter hereof, and may not be varied, amended, or superseded except by written agreement between the Parties hereto.
- 6.2 Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party, and any assignment without such consent shall be void.
- 6.3 Binding. This Agreement shall be binding on the Property and the parties and their respective successors-in-interest.
- 6.4 Severability. In the event any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby and the remainder of this Agreement shall remain in effect.
- 6.5 Notice. Any notice required to be given by this Agreement shall be deemed to have been given within three days of depositing in the mail, if sent to the other party by United States certified mail, return receipt requested, or upon receipt of the notice if sent by other receipted delivery service, at the address listed below:

Town of Trophy Club To Town:

> Attention: Town Manager 1 Trophy Wood Drive Trophy Club, Texas 76262

With copy to: Dean Roggia

Town Attorney

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.

6000 Western Place, Suite 200 Fort Worth, Texas 76107

To District: Trophy Club Municipal Utility District No. 1

> Attn: General Manager 100 Municipal Drive Trophy Club, Texas 76262

With copy to: Pamela Liston General Legal Counsel Liston Law Firm P.O. Box 1882 Rowlett, TX 75030-1882

The parties may at any time change their respective address for notice purposes by delivering a notice of change of address to the other party in accordance with this section.

- 6.6 <u>Amendment</u>. This Agreement may not be amended or modified except by written amendment that is signed by both parties.
- 6.7 <u>No Joint Venture</u>. Nothing in this Agreement should be construed by the parties or by any third party to create the relationship of principal and agent of a partnership, joint venture, or employment—it being understood the parties are solely acting as independent parties for the purpose of effecting the provisions of this Agreement. As such, neither party has the authority to represent or to bind the other with respect to any third-party agreement or proposal.
- 6.8 <u>Governing Law/Venue</u>. This Agreement shall be governed by the law of the State of Texas. Venue for any legal action to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.
- 6.9 <u>Attorney's Fees</u>. In the event that it becomes necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs of court from the non-prevailing party.

SIGNED on this day of	of, $\frac{20242025}{2025}$ to be effective on the
effective date.	
	TOWN OF TROPHY CLUB, TEXAS
	By:
	Name:
	Title:
ATTEST:	Date:
By:	
Name:	
Title:	
	TROPHY CLUB MUNICIPAL UTILITY
	DISTRICT NO. 1
	By:
	Name:
	Title:

Date:

**ATTEST:** 

By:	
Title:	
Printed Name:	
Title:	
STATE OF TEXAS COUNTY OF TARRANT	
personally appeared name is subscribed to the	dersigned authority in and for Tarrant County, Texas, on this day
and consideration therein exp	essed, and in the capacity therein stated.
GIVEN UNDER MY	HAND AND SEAL OF OFFICE, this the day of 20242025.
	Notary Public in and for the State of Texas
	Type or Print Notary's Name
My Commission Expires:	

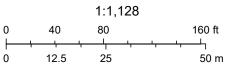
Printed Name:	
Title:	
STATE OF TEXAS	§ § §
COUNTY OF DENTON	§
personally appeared on the corporation to execute the fand consideration therein ex	indersigned authority in and for Denton County, Texas, on this day, known to me to be the person and officer whose foregoing instrument and acknowledged to me that he is the, and that he/she is authorized by said foregoing instrument as the act of such corporation for the purposes pressed, and in the capacity therein stated.  Y HAND AND SEAL OF OFFICE, this the day of
	Notary Public in and for the State of Texas
My Commission Expires:	

### Exhibit A

**Property Description** 

Exhibit "A" Facility Use Agreement 25 Regular Meeting Packet





# **Trophy Club Municipal Utility District No. 1**

#### December 2025

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
49	Nov 30, 2025	Dec 1	2	3	4	5	6
50	7	8	9	10	11	12	13
51	14	15	16	17	18	19	20
52	21	22	23	24 Christmas Holiday - Office		26	27
1	28	29	30		New Years Day - Office O	2	3
Drinto	d op: 10/20/2025 1:11pr			37 of 37		Name to a LIC & Car De	owered by teamup